

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**April 30, 2019**  
**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 – 23)

5. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

**Fiscal Impact**

| From/To | Acct No.         | Description  | Amount      |
|---------|------------------|--------------|-------------|
| From    | 0200-0210-005400 | Bridges      | \$12,000.00 |
| To      | 0200-0210-005200 | Right of Way | \$12,000.00 |

6. Discuss, consider and take appropriate action on a Line Item Transfer for Emergency Communications for radio equipment.

**Fiscal Impact**

| From/To | Acct No.         | Description              | Amount |
|---------|------------------|--------------------------|--------|
| From    | 0100-0581-004500 | Maintenance Contracts    | 805    |
| To      | 0100-0581-005730 | Radio Equipment >\$5,000 | 805    |

7. Discuss, consider, and take appropriate action on a line item transfer for the Fire Marshal Special Operations (FMSO) department.

**Fiscal Impact**

| <b>From/To</b> | <b>Acct No.</b>  | <b>Description</b>      | <b>Amount</b> |
|----------------|------------------|-------------------------|---------------|
| From:          | 0100.0542.004500 | Maintenance Contracts   | \$7,000.00    |
| To:            | 0100.0542.003001 | Small Equipment & Tools | \$7,000.00    |

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

**Fiscal Impact**

| <b>From/To</b> | <b>Acct No.</b>  | <b>Description</b>   | <b>Amount</b> |
|----------------|------------------|----------------------|---------------|
| From:          | 0100.0541.003006 | Ofc Equip            | 590.50        |
| To:            | 0100.0541.003601 | Employee Recognition | 590.50        |

9. Discuss, consider and take appropriate action on a line item transfer for Commissioner Precinct #4.

**Fiscal Impact**

| <b>From/To</b> | <b>Acct No.</b>  | <b>Description</b>       | <b>Amount</b> |
|----------------|------------------|--------------------------|---------------|
| From:          | 0100-0409-004998 | Non Dept/Contingencies   | \$1,341.08    |
| To:            | 0100-0214-003010 | Comm Pct4/Computer Equip | \$1,341.08    |

10. Discuss, consider and take appropriate action on a budgetary line item transfer for the Tax Assessor/Collector's Office.

**Fiscal Impact**

| <b>From/To</b> | <b>Acct No.</b>  | <b>Description</b> | <b>Amount</b> |
|----------------|------------------|--------------------|---------------|
| From:          | 0100-0499-004212 | Postage            | \$19,000.00   |
| To:            | 0100-0499-003005 | Office Furniture   | \$5,000.00    |
| To:            | 0100-0499-003006 | Office Equipment   | \$5,000.00    |
| To:            | 0100-0499-003010 | Computer Equipment | \$9,000.00    |

11. Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.
12. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of October 2018 for the Williamson County Tax Assessor/Collector.
13. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
14. Acknowledge and consent to appointments to the Williamson County Conservation Foundation Board of Directors for the terms ending April 2021 and recognize the election of officers for the term ending April 2020.

15. Discuss, consider and take appropriate action on Work Authorization #2 in the amount of \$49,000.00 to expire on April 30, 2020 under Williamson County Contract for Engineering Services between MWM Design Group and Williamson County dated January 30, 2019 for Sheriff's Office Training Center Improvements.
16. Discuss, consider and take appropriate action on Work Authorization #3 in the amount of \$10,000.00 to expire April 30, 2020 under Williamson County Contract for Engineering Services between MWM Design Group and Williamson County dated January 30, 2019 for Sheriff's Office Gun Range Ammunition Building.
17. Discuss, consider and take appropriate action on Work Authorization #4 in the amount of \$21,000.00 to expire on April 30, 2020 under Williamson County Contract for Engineering Services between MWM Design Group and Williamson County dated January 30, 2019 for Sheriff's Office Range Wall Replacement.
18. Discuss, consider and take appropriate action on Work Authorization No 10 in the amount of \$50,000.00 to expire December 31, 2020 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated February 18, 2015 for On Call Survey - Various County Roads for Williamson County Road and Bridge.
19. Discuss, consider and take appropriate action on authorizing the extension of contract 1705-163 for Aggregates for Surface Treatments with Industrial Asphalt and Aggregates, for the same pricing, terms and conditions as the existing contract for the term of June 06, 2019 – June 05, 2020.
20. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Structural Engineering Services - Review Cave/Void Closure Plans & Misc Structural Analysis under RFQ #1904-314.
21. Discuss, consider and take appropriate action on approval of the final plat for Psalm 23 subdivision – Precinct 4.
22. Discuss, consider and take appropriate action on approval of the final plat for the Villasana Horizon subdivision – Precinct 4.
23. Discuss, consider and take appropriate action on approval of the replat of Lots 1 & 3 of the Twin Creek Farms Phase 3 subdivision – Precinct 3.

## **REGULAR AGENDA**

24. Recognize Judge Laura Barker and the Williamson County DWI/Drug Court for receiving the Judge Ruben G. Reyes Outstanding Specialty Court Team Award.
25. Discuss consider and take appropriate action on Major Livestock Show Report by Shelley Franklin.
26. Discuss, consider and take appropriate action on recognizing Williamson County as a winner of the Texas Association of Government IT Managers (TAGITM) 2019 Excellence Award.
27. Discuss, consider and take appropriate action on a Proclamation for National Preservation Month 2019.
28. Discuss, consider and take appropriate action in support of a Resolution supporting House Bill 511.

29. Discuss, consider and take appropriate action on a resolution in opposition of House Bill No. 3264 and companion Senate Bill No. 1726.
30. Hear an update on Williamson County's Million Mile Month efforts and progress.
31. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to Services Contract for the Texas Veterans Commission Grant Services between Williamson County and Veritas Well-Being, PLLC.
32. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to apply for and participate in the Texas Department of Transportation (TxDOT) Click it or Ticket (CIOT) program from May 17 to June 5, 2019; and authorize the County Judge to complete and execute any required documentation relevant to the implementation of the grant.
33. 10:00 AM - Hold Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2019 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.
34. Discuss, consider and take appropriate action on setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2019 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.
35. Discuss, consider and take appropriate action on approving the purchase of election hardware, software, and services from Election Systems and Software in the amount of \$4,405,400.00 pursuant to BuyBoard Contract #542-17 to support the operations of the Williamson County Elections Department.
36. Receive updates on the Department of Infrastructure projects and issues.
37. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Steger & Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for Engineering Design Services for Replacement of Culvert Crossings for Williamson County Road and Bridge.
38. Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of \$145,000.00 to expire on December 31, 2020 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 Roadway Reconstruction and Drainage Improvements on Baker Ln, Jennifer Ln, Hawkins Dr, Mikes Way and Norwood Dr in South San Gabriel Ranches Subdivision for Williamson County Road and Bridge.
39. Discuss, consider and take appropriate action on approving a license agreement with Warr-Swinbank, LLC for Mesa Vista Ranch - Precinct 2.
40. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the CR 200 project, a Road Bond Project in Commissioners Pct. 2.

## 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)."***

41. 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  
Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
  - b) Discuss the acquisition of real property for CR 176 at RM 2243
  - c) Discuss the acquisition of real property: CR 101
  - d) Discuss the acquisition of real property: CR 200
  - e) Discuss the acquisition of real property for County Facilities.
  - f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
  - g) Discuss the acquisition of real property for SH 29 @ DB Wood.
  - h) Discuss the acquisition of real property for Hairy Man Rd.
  - i) Discuss the acquisition of real property for SW Bypass.
  - j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
  - k) Discuss the acquisition of real property for CR 111.
  - l) Discuss the acquisition of real property for Corridor H
  - m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
  - n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
  - o) Discuss the acquisition of right-of-way for Corridor C.
  - p) Discuss the acquisition of right-of-way for Corridor F.
  - q) Discuss the acquisition of right-of-way for Corridor D.
  - r) Discuss the acquisition of right-of-way for Southeast Corridor.
  - s) Discuss the acquisition of right-of-way for Reagan extension.
  - t) Discuss the acquisition of property near the County landfill.
- B. Property or Real Estate owned by Williamson County  
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 +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
  - c) Potential governmental uses for 8th Street downtown parking lot
  - d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
  - e) Discuss property usage at Longhorn Junction
  - f) Discuss sale of excess 183A right of way to abutting property owner.
  - g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

42. 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) Wolf Lakes
  - c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
  - d) Project Deliver
  - e) Project Advantage
  - f) Project Cedar
  - g) Project Expansion
43. 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) Employee/personnel related matters
  - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - f) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - g) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
  - h) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
  - i) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
  - j) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
  - k) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
  - l) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
  - m) Potential opioid litigation
  - n) Valerie Adams - EEOC Charge No. 450-2018-03807
  - o) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
  - p) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
  - q) BANGL Pipeline Project
  - r) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
  - s) Case No. 1:19-cv-00200-APM; Mahal Netis v. Sunwest Mortgage Company et. al; In the United States District Court for the District of Columbia
  - t) Claim of Dan A. Gattis for reimbursement of attorneys fees.
  - u) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
44. 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).

45. Discuss and take appropriate action concerning economic development.
46. Discuss and take appropriate action concerning real estate.
47. 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) Employee/personnel related matters
  - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - f) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - g) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
  - h) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
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  - k) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
  - l) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
  - m) Potential opioid litigation
  - n) Valerie Adams - EEOC Charge No. 450-2018-03807
  - o) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
  - p) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
  - q) BANGL Pipeline Project
  - r) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
  - s) Case No. 1:19-cv-00200-APM; Mahal Netis v. Sunwest Mortgage Company et. al; In the United States District Court for the District of Columbia
  - t) Claim of Dan A. Gattis for reimbursement of attorneys fees.
  - u) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
48. 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.
49. Comments from Commissioners.

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 25th day of April, 2019 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session**

**5.**

**Meeting Date:** 04/30/2019

Discuss consider and take appropriate action on a line item transfer for the Road and Bridge Division

**Submitted For:** Terron Evertson

**Submitted By:** Kelly Murphy, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

**Background**

This transfer is necessary in order to purchase property needed to perform a safety project on CR 139.

**Fiscal Impact**

| <b>From/To</b> | <b>Acct No.</b>  | <b>Description</b> | <b>Amount</b> |
|----------------|------------------|--------------------|---------------|
| From           | 0200-0210-005400 | Bridges            | \$12,000.00   |
| To             | 0200-0210-005200 | Right of Way       | \$12,000.00   |

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

Ashlie Koenig

**Date**

04/23/2019 02:16 PM

04/25/2019 10:21 AM

Started On: 04/23/2019 01:07 PM

**Commissioners Court - Regular Session**

**6.**

**Meeting Date:** 04/30/2019

Line Item Transfer for Budgeted Radio Equipment

**Submitted For:** Scott Parker

**Submitted By:** Scott Parker, 911 Communications

**Department:** 911 Communications

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Line Item Transfer for Emergency Communications for radio equipment.

**Background**

This request is for additional funding for the purchase of a replacement Motorola Keyloader which is needed because the current keyloader is at end-of-life. The keyloader is a critical piece of equipment kept at the Comm Center and is used to program the radio computer consoles at the 9-1-1 dispatcher positions. This is a budgeted item which was estimated at \$5,000. This LIT is for the difference between the estimate and actual cost.

**Fiscal Impact**

| From/To | Acct No.         | Description              | Amount |
|---------|------------------|--------------------------|--------|
| From    | 0100-0581-004500 | Maintenance Contracts    | 805    |
| To      | 0100-0581-005730 | Radio Equipment >\$5,000 | 805    |

**Attachments**

Motorola Keyloader Quote

Adopted Budget - Keyloader

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Scott Parker

Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

Ashlie Koenig

**Date**

04/24/2019 10:56 AM

04/25/2019 11:59 AM

Started On: 04/24/2019 10:08 AM



Account Manager: Clay Cassard  
 2120 W Breaker Lane Suite P  
 Austin Texas 78758

Date: 04/19/19

Quote#: scc41919b

Contract Number: RA05-18

|  |                         |                         |
|--|-------------------------|-------------------------|
| Prepared For: Terry Purvis<br>Phone Number:<br>Email :<br>Agency: Williamson County<br>Customer #: | Ship to Address:<br>TBD | Bill to Address:<br>TBD |
|--|-------------------------|-------------------------|

|   |   |                                     |            |          |          |
|---|---|-------------------------------------|------------|----------|----------|
| 1 | KVL 5000  | KVL 5000<br>(REQUIRED)              | \$6,000.00 | 4,800.00 | 4,800.00 |
| 1 | ADD: AES ENCRYPTION SOFTWARE  | AES Algorithm<br>(REQUIRED)         | \$0.00     | 0.00     | 0.00     |
| 1 | ADD: ASTRO 25 MODE  | ASTRO P25<br>Software<br>(REQUIRED) | \$0.00     | 0.00     | 0.00     |
| 1 | STARTECH.COM 5IN MICRO USB TO USB<br>OTG HOST ADAPTER M/F - USB ADAPTER | -                                   | \$9.00     | 7.20     | 7.20     |
| 1 | ADD: ADP PRIVACY  | -                                   | \$300.00   | 240.00   | 240.00   |
| 1 | ADD: DES/DES-XL/DES-OFB ENCRYPTION                                      | -                                   | \$750.00   | 600.00   | 600.00   |
| 1 | PORTABLE PROGRAMMING CABLE  | -                                   | \$77.00    | 61.60    | 61.60    |
| 1 | BATT IMPRES 2 LIION 2925T   | -                                   | \$80.00    | 64.00    | 64.00    |
| 1 | CABLE,MICRO USB PROGRAMMING CABLE                                       | -                                   | \$10.00    | 8.00     | 8.00     |
| 1 | CHARGER,CHGR VEHICULAR ADAPTER EXT<br>USB CHGR 5VDC                     | -                                   | \$30.00    | 24.00    | 24.00    |
|   |   |                                     |            |          | 5,804.80 |

**BUDGET DETAILS**

**Account** 005730 RADIO EQUIPMENT > \$5,000  
**Scenario** ADOPTED  
**Year** FY2019  
**POC** PURVIS

| Description                           | Note  | Multiplier | Total             |
|---------------------------------------|---|------------|-------------------|
| Keyloader - Motorola Programming Tool | Per RCS - KVL 5000 needed for the ESOC -<br>Upgraded equipment necessary for<br>ongoing support and maintenance | 1          | \$5,000.00        |
| <b>Grand Total</b>                    |   |            | <b>\$5,000.00</b> |

TP waiting on quote

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 04/30/2019

Line item transfer for Fire Marshal Special Operations (FMSO)

**Submitted For:** Marty Herrin

**Submitted By:** Kelly Luna, Emergency Services Dept.

**Department:** Fire Marshal Special Operations

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the Fire Marshal Special Operations (FMSO) department.

**Background**

A Knox Key is what the Fire Service utilizes to gain access to every business/building in their city with one key versus having a separate key for each business/building. The Knox company has devised a new system called an Electronic Key ( <https://www.knoxbox.com/knox-elock-system/>). With this upgrade businesses and/or buildings will have to change out their core to replace the mechanical key with the electronic key, so it is imperative to initiate the upgrade as soon as possible to allow time for businesses and/or buildings to do so. After the upgrade, a Firefighter can gain access to the building with an electronic key that is programed to only be valid for a set amount of time. The time frame that the key is valid is customizable and can be set for just a couple hours, or few days, but not to exceed 7 days. This feature significantly mitigates risk if the key is ever lost or stolen.

FMSO feels it is in the of best interest of the County to upgrade to this system as soon as possible. The Knox company will replace the existing system with the upgraded system for about \$7,000 (see attached quote). The department has put a request in their 2020 budget for the upgrade, but due to the criticalness of upgrading as soon as possible, has also analyzed the current budget to find a way to immediately facilitate the upgrade. Since the adoption of the FY19 budget, FMSO was able to obtain grant funding for HazMat 360 and for Mercury detection equipment, both of which were originally funded in the FY19 general fund FMSO budget, therefor freeing up funds to purchase the upgrade in FY19 and eliminate the FY20 budget request to upgrade. This line item transfer is to facilitate the purchase of the upgrade in FY19, in lieu of requesting funds in FY20.

**Fiscal Impact**

| From/To | Acct No.         | Description             | Amount     |
|---------|------------------|-------------------------|------------|
| From:   | 0100.0542.004500 | Maintenance Contracts   | \$7,000.00 |
| To:     | 0100.0542.003001 | Small Equipment & Tools | \$7,000.00 |

**Attachments**

[Knox Box Brochure](#)

[Knox Box Upgrade Quote](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Luna

Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

Ashlie Koenig

**Date**

04/25/2019 10:18 AM

04/25/2019 10:37 AM

Started On: 04/24/2019 12:18 PM



**KNOX**<sup>®</sup>  
*When seconds matter*<sup>™</sup>

Introducing the revolutionary  
**KNOX ELOCK  
SYSTEM**<sup>™</sup>



[knoxbox.com/eLock-system](http://knoxbox.com/eLock-system)

# WORRY-FREE RAPID ACCESS WITH COMPLETE VISIBILITY

A major leap forward in technology and innovation for rapid access, the Knox eLock System is the first complete electronic rapid access solution for emergency responders.

The Knox eLock System is designed for maximum security, access, and complete accountability while delivering the ruggedness and quality you have come to expect from the Knox Company.



# KEY FEATURES OF THE KNOX ELOCK SYSTEM

## eKey Inoperable if Lost or Stolen

- Programmable feature renders it nonfunctional
- No need to rekey boxes (\$100,000+ savings)

## Complete System Audit Trail

- System devices record and automatically sync usage data
- If accountability issue arises, eliminates 30+ hours of investigation time and up to \$1,000 in expenses eliminated

## Knox eKey Stores up to 100 Lock Codes

- Up to 100 jurisdictions can share and open same lock
- No additional cost for shared access (saving up to \$300+ per box when enabling a submastered key system)

## Noncontact Core Design

- Maintenance free
- Needs no batteries or electrical power
- Avoid forced entry caused by an improperly maintained lock core (saving up to \$10,000 on replacing broken doors)

## Highly Secure

- AES encrypted
- eLock cores cannot be hacked or detected via RF or Bluetooth technology

## System Flexibility

- eLock core can be retrofitted into the latest Knox product models
- KeySecure 6 can hold both an eKey and mechanical master key
- Dual-key system enables Departments to transition easily into the new electronic system

# COMPONENTS OF KNOX ELOCK SYSTEM



**KnoxConnect™  
Management System**

Central hub to sync and manage users, devices, and data



**KeySecure® 6**

Master key retention device



**Knox eKey™**

Electronic master key



**Knox eLock Core**

**Knox eLock Core™**

Electronic lock core



**KnoxDock™**

Portable eKey programmer and charger

# HOW DOES THE KNOX ELOCK SYSTEM WORK?

## KNOXCONNECT™ MANAGEMENT SYSTEM



### KnoxDock™

Ideal for inspectors and administrative use, the KnoxDock charges and programs the eKey and syncs data to KnoxConnect from a PC computer.



USB



WIFI OR  
ETHERNET

### KnoxConnect™

Cloud-based administrative software, KnoxConnect is the central hub to run reports and sync, configure and manage electronic devices, users and data.



### KeySecure® 6

The master key retention device can secure both the eKey and mechanical key, enabling Departments to transition easily to the new electronic system. Recorded events of devices are automatically synced to KnoxConnect when KeySecure communicates with the cloud via WiFi or Ethernet.

### Knox eKey™

The eKey brings power to the eLock Core, and collects and stores information on key usage and box openings. As a security measure, the eKey won't function when pre-set timer expires.



### Knox eLock Core™

The patented noncontact design protects the core from dust and dirt and can be retrofitted into most existing Knox mechanical products.



### Knox Products

Knox electronic products require neither batteries nor electrical power to operate.

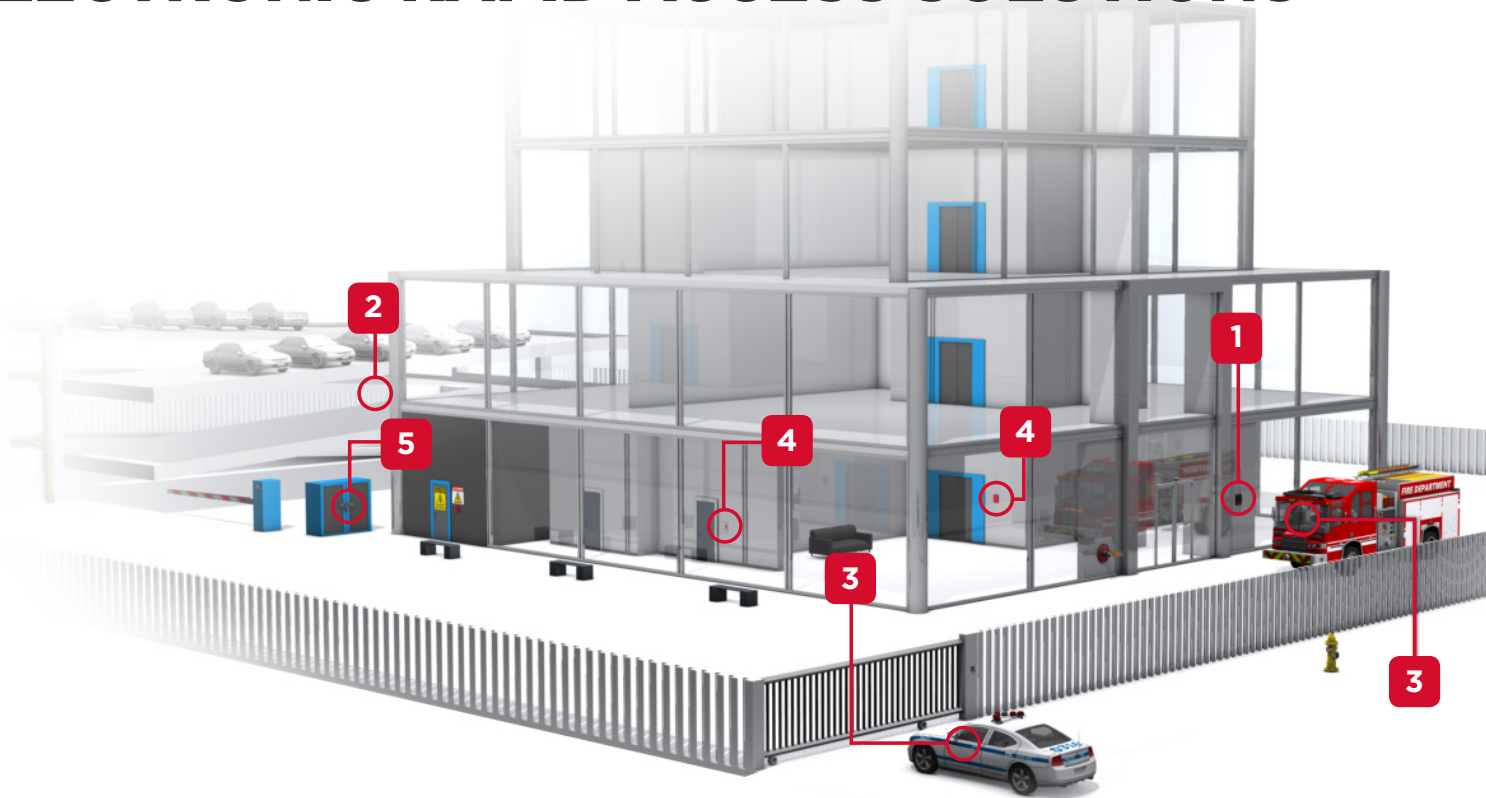
## KNOX ELOCK SYSTEM PRODUCT SPECIFICATIONS\*

|                              | Knox eKey<br>KLS-8700K           | Knox eLock Core**<br>KLS-8800L  | KnoxDock<br>KLS-8600D     | KeySecure® 6<br>KS-6K2    |
|------------------------------|----------------------------------|---------------------------------|---------------------------|---------------------------|
| <b>Construction</b>          | Stainless steel                  | Stainless steel                 | ABS-PC alloy (plastic)    | Die-cast zinc             |
| <b>Dimensions</b>            | 3-1/2"H x 1-19/64"W x 59/64"D    | 7/8"D x 1-47/64"L               | 4-1/2"H x 2.0"W x 1-1/4"D | 6.0"H x 4-1/4"W x 3-1/2"D |
| <b>Weight</b>                | 0.25 lbs                         | 0.065 lbs                       | 0.2 lbs                   | 7.8 lbs                   |
| <b>Alert LEDs</b>            | Yes (2)                          | –                               | –                         | Yes (2)                   |
| <b>Power</b>                 | Rechargeable lithium ion battery | Power provided by the Knox eKey | Host PC provided          | Vehicle power (12V)       |
| <b>User PIN Codes</b>        | –                                | –                               | –                         | Up to 5,000               |
| <b>Audit Trail Events</b>    | Up to 2,500 events               | Up to 140 events                | –                         | Up to 16,000 events       |
| <b>Operating Temperature</b> | -20° to +60° C                   | -40° to +60° C                  | +10° to +38° C            | -20° to +60° C            |
| <b>Storage Temperature</b>   | -20° to +80° C                   | -40° to +80° C                  | -40° to +80° C            | -40° to +80° C            |

\*Models and specifications subject to change without notice.

\*\*Knox recommends annual inspection on all lock boxes to ensure integrity of key/lock and contents inside.

# ELECTRONIC RAPID ACCESS SOLUTIONS



## 1 BUILDING ACCESS

### Electronic KnoxBox® 3200 / Electronic KnoxVault® 4400

The high-security KnoxBox/  
KnoxVault holds keys and access  
cards critical to providing rapid  
access in an emergency.



## 2 Electronic Knox Residential Box™

Ideal for multi-residential properties  
with community pools and riser  
rooms. Store up to 2 keys for  
instant emergency access.



## 3 KEY CONTROL

### Knox KeySecure® 6

Knox Master Keys are secured in  
a key retention device mounted  
in the vehicle and provide audit  
trail and security.



### Knox eKey™

Electronic Master Key used  
to open Knox electronic products.  
Powers the Knox eLock Core.



### KnoxDock™

Portable eKey programmer and charging  
device for office environment.



## 4 INTERIOR ACCESS

### Electronic Knox Document Cabinet™

Houses vital emergency documents  
including Haz-Mat and emergency  
response plans along with interior  
keys and access cards.



### Electronic Knox Elevator Box™

Designed for the elevator bank,  
elevator override and drop keys are  
stored to save first responders time  
locating the right elevator drop key  
to open landing doors during a  
rescue mission.



## 5 PERIMETER ACCESS

### Electronic Knox Padlock™

Manual vehicle and pedestrian  
gate entrances can be  
accessed using the Knox  
Master Key.



Contact your Regional Account Manager for more information.

knoxbox.com | 800-552-5669



1601 W. Deer Valley Rd.  
 Phoenix, AZ 85027-2112 USA  
[knoxbox.com](http://knoxbox.com)

# Quotation

**Quote #:** Q-303750  
**Date:** 4/2/2019 7:27:48 AM

Chief Marty Herrin  
 Williamson Co Fire Marshal  
 911 Tracy Chambers Ln  
 Georgetown, TX 78626-6386

Dear:

Thank you for your interest in Knox products. Please find below the requested quotation.

| Item Number  | Description   | Quantity | Unit Price   | Amount            |
|--------------|---|----------|--------------|-------------------|
| KS-6K2       | KeySecure® 6, SUPPORTS 1 EKEY, 1 MSTR KEY<br>PS-98-0012-01-75-EKY01<br>PS-11-0734-09-17 | 4        | \$926.10     | \$3,704.40        |
| KSM-200AC    | AC ADAPTER, WALL MOUNT, KeySecure®5 & 6   | 1        | \$55.80      | \$55.80           |
| KLS-FM       | FLAT MOUNT BRACKET, KeySecure® 5 & 6  | 4        | \$55.80      | \$223.20          |
| KLS-8600D    | KnoxDock™, 8600 KEY PROGRAMMER &<br>RECHARGER W/USB CABLE                               | 4        | \$140.40     | \$561.60          |
| KLS-8700K    | Knox eKey™, 8700 PROGRAMMABLE<br>ELECTRONIC KEY   | 4        | \$337.50     | \$1,350.00        |
| SMS-9000C    | 1 YR. CLOUD LICENSE, KnoxConnect™,<br>KeySecure® 6                                      | 1        | \$849.60     | \$849.60          |
| 90034-KS5KS6 | REPAIR TECH LOCK, KeySecure® 5/6<br>PS-98-0012-01-75-EKY01<br>PS-98-0012-01-75-EKY01    | 4        | \$0.00       | \$0.00            |
|              | SHIPPING & HANDLING CHARGES   | 1        | \$62.00      | \$62.00           |
|              | SALES TAX   | 1        | \$0.00       | \$0.00            |
|              |   |          | <b>TOTAL</b> | <b>\$6,806.60</b> |

**Terms & Conditions**

All pricing is subject to change and is based on a quantity order to be shipped all at one time. Prices quoted are valid through the "Expires On" date shown. All shipping and handling fees, if provided, are estimates based upon ground service to the address shown above. Knox will provide you a firm cost for shipping and handling fees when order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

**SALES TAX DISCLAIMER:** Knox is required to collect sales tax for purchases made in the following states: AL, AZ, CA, CO, CT, FL, GA, IA, IL, IN, KY, MA, MD, ME, MI, MN, NC, NE, OK, TN, TX, WA and WI. Where applicable, Knox will charge sales tax unless you have a valid sales tax exemption certificate on file with Knox. If you are sales tax exempt, you must provide us with an exemption certificate at the time the order is placed.

**Payment Terms:** Prepaid  
**Delivery Method:** FXG  
**Expires On:** 09/28/2019

By signing, you accept this Quotation and Terms, including the product configuration and payment terms indicated above.

---

Signature

Date

If I can provide further assistance please feel free to contact me.

Regards,



**o:**  
**c:**  
**f:**

**Commissioners Court - Regular Session**

**8.**

**Meeting Date:** 04/30/2019

Line Item Transfer for Emergency Management

**Submitted For:** Jarred Thomas

**Submitted By:** Jarred Thomas, Emergency Management

**Department:** Emergency Management

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

Over the past 12 months, select employees have been training and responding to the Emergency Operations Center (EOC) in support of local emergencies and potential disasters. Outside of the EOC, county departments have begun to actively participate in a coordinated manner to support emergency operations. In response to these efforts, the Emergency Management staff desires the ability to acknowledge those that consistently perform at a high level and to those that go above and beyond during a given event with a challenge coin. This recognition must be earned and will be for future actions and not given retroactively.

**Fiscal Impact**

| From/To | Acct No.         | Description          | Amount |
|---------|------------------|----------------------|--------|
| From    | 0100.0541.003006 | Ofc Equip            | 590.50 |
| To      | 0100.0541.003601 | Employee Recognition | 590.50 |

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Budget Office  
Form Started By: Jarred Thomas  
Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele  
Ashlie Koenig

**Date**

04/24/2019 01:33 PM  
04/25/2019 11:59 AM  
Started On: 04/24/2019 12:45 PM

**Commissioners Court - Regular Session**

**9.**

**Meeting Date:** 04/30/2019

Line Item Transfer

**Submitted By:** Ashlie Koenig, Budget Office

**Department:** Budget Office

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Commissioner Precinct #4.

**Background**

In the FY19 budget, the former Commissioner requested replacement of one desktop and one laptop. With new administration a request has been made to replace an additional desktop with a laptop to enable new staff to be mobile. The funds needed are \$1,341.08.

**Fiscal Impact**

| <b>From/To</b> | <b>Acct No.</b>  | <b>Description</b>       | <b>Amount</b> |
|----------------|------------------|--------------------------|---------------|
| From           | 0100-0409-004998 | Non Dept/Contingencies   | \$1,341.08    |
| To             | 0100-0214-003010 | Comm Pct4/Computer Equip | \$1,341.08    |

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Ashlie Koenig  
Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 12:02 PM  
Started On: 04/25/2019 11:36 AM

**Commissioners Court - Regular Session**

**10.**

**Meeting Date:** 04/30/2019

Budget line item transfer

**Submitted For:** Larry Gaddes

**Submitted By:** Judy Kocian, County Tax Assessor  
Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a budgetary line item transfer for the Tax Assessor/Collector's Office.

**Background**

The line item transfer is from line item 004212 postage to the following line items: 003005 office furniture; 003006 office equipment; and 003010 computer equipment <\$5000. This budget transfer is requested to purchase a filing system and a visitor's chair in the Cedar Park manager's office; replacement of old and refurbished printers in the Round Rock and Georgetown offices; and replacement of several computers as recommended by Technology Services.

**Fiscal Impact**

| From/To | Acct No.         | Description        | Amount      |
|---------|------------------|--------------------|-------------|
| From    | 0100-0499-004212 | Postage            | \$19,000.00 |
| To      | 0100-0499-003005 | Office Furniture   | \$5,000.00  |
| To      | 0100-0499-003006 | Office Equipment   | \$5,000.00  |
| To      | 0100-0499-003010 | Computer Equipment | \$9,000.00  |

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Budget Office  
Form Started By: Judy Kocian  
Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele  
Ashlie Koenig

**Date**

04/24/2019 10:58 AM  
04/25/2019 10:37 AM  
Started On: 04/24/2019 10:35 AM

**Commissioners Court - Regular Session**

11.

**Meeting Date:** 04/30/2019

Waive penalty and interest to customers as requested by the Tax Assessor Collector

**Submitted For:** Larry Gaddes

**Submitted By:** Judy Kocian, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

**Background**

In accordance with Section 33.011 of the Texas Property Tax Code, "The Governing Body of the taxing unit shall waive penalties and may provide for the waiver of interest if interest on a delinquent tax if an act or omission of any officer, employee or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of delinquency."

**Fiscal Impact**

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

**Attachments**

Waiver 2017

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Judy Kocian  
Final Approval Date: 04/24/2019

**Reviewed By**

Andrea Schiele

**Date**

04/24/2019 03:34 PM  
Started On: 04/24/2019 03:04 PM



**Waiver Requests for 2018 Penalty & Interest**

April 22, 2019

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions provided by Section 33.011 of the Texas Property Tax Code. The requests included within have been reviewed by the Williamson County Tax Assessor/Collector's Waiver Review Committee. The Review Committee has determined the request meet the requirements of Section 33.011 and are being presented to Williamson County Commissioners Court for approval.

| Property ID# | Name  | P&I Amount                                  | Relevant Code    | Reason              |
|--------------|---|---|------------------|---------------------|
| R039942      | Austin Land Investments(seller) purchased by Meritage Homes (buyer) | \$20,503.74 (P&I) + \$17,721.09 (atty fees) | 33.011 (a)(1)    | WCAD clerical error |
| R066401      | Marguerite Wagner   | \$579.47                                    | 33.011 (j)(1)(2) | USPS error          |
| R440042      | Marguerite Wagner   | \$320.46                                    | 33.011 (j)(1)(2) | USPS error          |
| R336613      | Marguerite Wagner   | \$458.18                                    | 33.011 (j)(1)(2) | USPS error          |
| R399966      | Marguerite Wagner   | \$379.35                                    | 33.011 (j)(1)(2) | USPS error          |
| R391182      | Marguerite Wagner   | \$511.17                                    | 33.011 (j)(1)(2) | USPS error          |
| R423655      | Marguerite Wagner   | \$366.33                                    | 33.011 (j)(1)(2) | USPS error          |
| R402024      | Heath & Katherine Parkey  | \$578.93                                    | 33.011 (a)(1)    | WCAD clerical error |
| P491321      | Reliant Energy Retail Services                                      | \$15.60                                     | 33.011 (a)(1)    | WCAD clerical error |
| R021082      | Franklin Anderson   | \$149.61                                    | 33.011 (a)(1)    | WCAD clerical error |
| R526791      | RU Dana Cedar Park TX LLC   | \$16,573.13                                 | 33.011 (a)(1)    | USPS error          |

| <b>Property ID#</b> | <b>Name</b>                    | <b>P&amp;I Amount</b> | <b>Relevant Code</b> | <b>Reason</b>            |
|---------------------|--------------------------------|-----------------------|----------------------|--------------------------|
| R302224             | Pamela Johnson                 | \$456.07              | 33.011 (h)(2)        | Electronic payment error |
| R460574             | Douglas & Kelly Meek           | \$766.66              | 33.011 (j)(1)(2)     | USPS error               |
| R495796             | Highland Village<br>Georgetown | \$0.01                | 33.011 (a)(1)        | WCAD clerical error      |
| R384085             | Highland Village<br>Georgetown | \$360.09              | 33.011 (a)(1)        | WCAD clerical error      |
| R384086             | Highland Village<br>Georgetown | \$0.01                | 33.011 (a)(1)        | WCAD clerical error      |
| R360754             | Physicians Center, PA          | \$2,647.47            | 33.011 (h)(2)        | Electronic payment error |

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**Approved by/Date**

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**Approved by/Date**

**Commissioners Court - Regular Session**

12.

**Meeting Date:** 04/30/2019

Property Tax Refunds – Over 2500 – October 2018

**Submitted For:** Larry Gaddes

**Submitted By:** Cathy Atkinson, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of October 2018 for the Williamson County Tax Assessor/Collector.

**Background**

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**Fiscal Impact**

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

**Attachments**

100118-103118 Refunds Over 2500

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Cathy Atkinson

Final Approval Date: 04/23/2019

**Reviewed By**

Andrea Schiele

**Date**

04/23/2019 04:58 PM

Started On: 11/20/2018 04:57 PM



Date: November 20, 2018  
To: Members of the Commissioners Court  
From: Larry Gaddes PCAC, CTA  
Subject: Property Tax Refunds

---

Larry Gaddes PCAC, C T A  
Tax Assessor/Collector

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

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

**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<br>Round Rock, Texas 78664<br>Telephone: 512.244.8644 | 350 Discovery Blvd., Ste. 101<br>Cedar Park, Texas 78613<br>Telephone: 512.260.4290 | 412 Vance St., Ste. 1<br>Taylor, Texas 76574<br>Telephone: 512.352.4140 |
|--|---|---|

Property Tax  
**Account QuickReport**  
As of October 31, 2018

| <u>Type</u>                        | <u>Date</u> | <u>Num</u> | <u>Name</u>                             | <u>Memo</u>             | <u>Amount</u>            |
|------------------------------------|-------------|------------|---|-------------------------|--------------------------|
| <b>Refunds Payable - Taxpayers</b> |             |            |   |                         |                          |
| Check                              | 10/11/2018  | 68381      | ARVEST CENTRAL MORTGAGE CO              | R542943 - Overpayment   | -6,384.39                |
| Check                              | 10/31/2018  | 68480      | SUSI, CONNIE & MICHAEL                  | R350729 - Escrow Refund | -5,000.00                |
| Check                              | 10/31/2018  | 68481      | STANFIELD, VINTON L JR & MURIEL MICHELE | R087472 - Escrow Refund | -3,594.79                |
| Check                              | 10/31/2018  | 68482      | SAXON, REBA S                           | R312581 - Escrow Refund | -4,843.19                |
| Total Refunds Payable - Taxpayers  |             |            |   |                         | <u>-19,822.37</u>        |
| <b>TOTAL</b>                       |             |            |   |                         | <b><u>-19,822.37</u></b> |

**Commissioners Court - Regular Session**

13.

**Meeting Date:** 04/30/2019

Compensation Items

**Submitted By:** Sharon Graham, 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 documentation for details.

---

**Fiscal Impact**

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

**Attachments**

[Merit Report](#)

[Merit LIT](#)

[Merit Budget](#)

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**Form Review**

**Inbox**

Human Resources (Originator)  
County Judge Exec Asst.  
Form Started By: Sharon Graham  
Final Approval Date: 04/25/2019

**Reviewed By**

Tammy Fennell  
Andrea Schiele

**Date**

04/25/2019 10:11 AM  
04/25/2019 10:28 AM  
Started On: 04/25/2019 09:10 AM

| Department        | Position                                | Emp ID Num | Current Annual Salary | Annual Merit Amt | Merit % | New Annual Salary | Pay Proposal Reason | Effective Date of Change |
|-------------------|---|------------|-----------------------|------------------|---------|-------------------|---------------------|--------------------------|
| Juvenile Services | Juv Supervision Offcr<br>I.1114.001100. | 14606      | \$36,533.95           | \$730.68         | 2.00    | \$37,264.64       | MERIT               | 5/3/2019                 |
| Juvenile Services | Juv Supervision Offcr<br>I.1066.001100. | 14580      | \$36,533.95           | \$730.68         | 2.00    | \$37,264.64       | MERIT               | 5/3/2019                 |

|        |      |      |        | (TO)     | (FROM)   |
|--------|------|------|--------|----------|----------|
| entity | fund | dept | object | dr       | cr       |
| 01     | 0100 | 0576 | 001100 | 1,461.37 |          |
| 01     | 0100 | 0576 | 001130 |          | 1,461.37 |

| Organization      | Position                             | Current Annual Sal | Annual Merit Amt | Pay Proposal Reason | PCN  | Budget Amt | Merit    | Budget Adjust |
|-------------------|--------------------------------------|--------------------|------------------|---------------------|------|------------|----------|---------------|
| Juvenile Services | Juv Supervision Offcr I.1114.001100. | 36533.952          | 730.683          | MERIT               | 1114 | 37261.1    | 730.6832 | 37991.7832    |
| Juvenile Services | Juv Supervision Offcr I.1066.001100. | 36533.952          | 730.683          | MERIT               | 1066 | 37275.28   | 730.6832 | 38005.9632    |

**Commissioners Court - Regular Session**

14.

**Meeting Date:** 04/30/2019

acknowledgement of WCCF board appointments

**Submitted For:** Gary Boyd

**Submitted By:** Gary Boyd, Parks

**Department:** Parks

**Agenda Category:** Consent

**Information**

**Agenda Item**

Acknowledge and consent to appointments to the Williamson County Conservation Foundation Board of Directors for the terms ending April 2021 and recognize the election of officers for the term ending April 2020.

**Background**

At its April 24, 2019 Annual Meeting the Williamson County Conservation Foundation (WCCF) board consented to seat the following individuals for board membership for two year terms (ending approximately April 28, 2021):

Valerie Covey - 2 year term

Cynthia Long - 2 year term

John Copelan - 2 year term

Also, election of officers was held for position terms ending April 2020:

Valerie Covey - President

Cynthia Long - Vice-president

Gary Boyd - Secretary/Treasurer (non-voting position)

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 09:42 AM

Started On: 04/25/2019 09:32 AM

**Commissioners Court - Regular Session**

**15.**

**Meeting Date:** 04/30/2019

MWM WA2 - P323 SOTC Improvements

**Submitted For:** Dale Butler

**Submitted By:** Gina Wrehsnig, Building Maintenance

**Department:** Building Maintenance

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization #2 in the amount of \$49,000.00 to expire on April 30, 2020 under Williamson County Contract for Engineering Services between MWM Design Group and Williamson County dated January 30, 2019 for Sheriff's Office Training Center Improvements.

**Background**

**Fiscal Impact**

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

**Attachments**

[MWM WA2 - SOTC Improvements](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 08:22 AM

Started On: 04/25/2019 07:12 AM

**WORK AUTHORIZATION NO. 2**

**PROJECT: Sheriff's Office Training Center Improvements**

This Work Authorization is made pursuant to the terms and conditions of the Agreement for Architectural and Engineering Services, being dated **January 30, 2019** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **MWM Design Group** (the "A/E").

Part 1. The A/E will provide the following Architectural and 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 **\$49,000.00.**

Part 3. Payment to the A/E 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 **April 30, 2020.** The Architectural and 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. A/E 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 A/E 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 A/E.

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

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

A/E:

MWM Design Group \_\_\_\_\_

By: W.O. Harrod  
Signature

W. Owen Harrod PhD, AIA, LEED AP

Printed Name

Senior Architect

Title

COUNTY:

Williamson County, Texas \_\_\_\_\_

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

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by A/E

Attachment C - Work Schedule

Attachment D - Fee Schedule

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

Williamson County will provide a Project Manager and any requested data that is in the County's control.

**Attachment B - Services to be Provided by A/E**

Please see next pages.



Date: 17 April 2019  
Subject: Professional Services Agreement  
Project: Williamson County Sheriff's Training Center Improvements  
Owner: Williamson County  
Contact: Bob Lubecker, Project Manager  
512-943-1625  
Address: Williamson County  
3101 SE Inner Loop  
Georgetown, Texas 78626

Enclosures: Attachment A: Breakdown of Fees  
Attachment B: Encotech Proposal  
Attachment C: Jose I. Guerra Proposal  
Attachment D: Limits of Survey

Williamson County (Owner) has requested a proposal from MWM DesignGroup (MWM) and its subconsultants for improvements to the existing Williamson County Sheriff's Office Training Center located at 8160 Chandler Road in Georgetown, Texas.

#### **SUMMARY OF PROJECT ELEMENTS**

The project shall consist of the following elements:

##### **New Vehicle Storage Building**

Design of a new approximately 30'x36' vehicle storage building. This will be a fully enclosed, conditioned building. Building will be conditioned but will not contain any plumbing facilities. Building will utilize a pre-engineered metal building (PEMB) structural system with a decorative cladding, specification TBD, sympathetic to that of the adjacent Sheriff's Training Center.

##### **Ammunition Storage Building**

Design of a slab and electrical services for a 20'x30' prefabricated ammunition storage building. Building will be a standard design furnished by Armag Corporation, for which no project specific architectural design will be provided.

##### **Screen Wall**

Design for the demolition and removal of the existing screen wall fronting Chandler Road and preparation of design criteria and performance specifications for the installation of a turnkey replacement consisting of a Fenccrete America or similar modular system. Professional services shall include design for the coordination of the screen wall with existing site improvements and with a site perimeter fence for which design criteria will also be provided. Design services shall include specification of personnel and vehicle gates and coordination of electrical service for the existing vehicle gate, should this gate be relocated as part of the screen wall project. Detailed structural design of the screen wall and fencing shall be the responsibility of the installer.



In order to facilitate the installation of the new screen wall, MWM will, on the basis of the preferred design solution for the wall, conduct surveying services as described below.

## **SUMMARY OF PROFESSIONAL SERVICES**

All professional services will be provided by MWM in accordance with the General and Supplemental Terms and Conditions of the Agreement, clarified as follows.

### Schematic Design Phase

Upon NTP, MWM shall work with Owner to determine preferred preliminary designs for the project elements and on the basis thereof complete Schematic Design documents, including plans and specifications, for the project. One formal submittal of documents will be made at the end of Schematic Design Phase (30% Design Phase). This phase includes not more than two formal meetings with project stakeholders. This phase includes a cost estimate on the basis of parametric cost data. The Schematic Design submittal will not include detailed structural, mechanical, electrical, or plumbing design.

It is anticipated that SD phase will take 30 (calendar) days exclusive of the timeline for Owner review of the 30% submittal.

### Survey Phase

Survey services shall be limited to the portion of ROW approximately shown on Exhibit "A" and will be provided in accordance with the following:

1. Establish horizontal control as necessary to perform survey. Control shall be based on State Plane, Central Zone NAD 83(2011) and NAVD 88. Provide a minimum of two horizontal control points for use as construction baseline.
2. Obtain and review available plats, deeds and maps pertaining to subject tract and adjoining properties.
3. Locate existing monumentation sufficient to re-establish ROW line.
4. Perform calculations and analysis to re-establish ROW line.
5. Field stake/flag unmonumented Pc's, Pt's and PI's of existing ROW.
6. Provide existing ground profile along proposed fence alignment.

Provide a sketch showing data outlined above.

Services can begin as soon as written authorization is received and can be completed in about 21 days (predicated upon suitable weather conditions). Survey services can proceed concurrently with the DD phase (see below).



### Design Development

One formal submittal of documents for Owner review shall be made at the conclusion of the Design Development Phase (60% Design Phase). The submittal shall include a project manual and drawings from all disciplines, including structural, civil, mechanical, and electrical engineers.

This phase includes not more than two formal meetings with project stakeholders. This phase includes an updated cost estimate. It is anticipated that DD phase will take 30 (calendar) days exclusive of the timeline for Owner review of the 30% submittal.

### Construction Documents

Two formal submittals of documents for Owner review shall be made during the Construction Documents Phase, nominally at 90% and 100% completion of the design, for QA/QC review and coordination with the procurement documents. The submittals shall include a project manual and drawings.

This phase includes an updated cost estimate. This phase includes not more than two formal meetings with project stakeholders.

It is anticipated that CD phase will take 45 (calendar) days exclusive of the timeline for Owner reviews of the 90% and 100% submittals.

### Permitting

This proposal includes preparation and submittal of applications and supporting documentation for building and site plan correction. This proposal does not include payment of permit fees nor does it include as basic services processing of waivers, variances, or requests for alternative compliance.

For this project compliance with applicable laws, rules and regulations is understood to include securing regulatory approval from Williamson County.

Permit and review fees are not included in this proposal.

### Bid and Award Phase Service

This proposal assumes the project will be bid in one package. This proposal presumes not more than one project pre-bid conference meeting, in total, will be scheduled for this phase.

### Construction Phase Services

MWM will perform basic construction administration services. This proposal includes not more than eight bi-weekly project construction meetings, site visits, site observations, and walkthroughs, in total, which will be scheduled for this phase at times and locations to be agreed upon by MWM and



Owner, including meetings more specifically described elsewhere (e.g. preconstruction conference and progress meetings). MWM shall arrange the presence of other members of the design team (e.g. civil, structural, and MEP engineers) only at those site visits relevant to their individual design responsibilities: not all members of the design team will be present at all site visits and meetings.

Site visits and site observations will be conducted in conjunction with project construction meetings, for the purposes of confirming that the contractor is proceeding in ostensible compliance with the approved Construction Documents. Periodic reports will be issued by MWM only for the sites visited, although MWM may issue at its discretion supplemental memoranda and observation reports. Site visits shall include observations of the work at project milestones to be agreed upon by Owner and MWM and identified in the project manual as required special inspections.

This proposal presumes a total construction duration of not more 6 months, allowing for staggered timelines for individual project elements.

Post-Construction Phase Services

For the project, MWM will perform limited Post-Construction phase services, including provision of a warranty walk-through and deficiency report on (or about) the first anniversary of substantial completion. This proposal presumes not more than one project post-construction meetings, in total, will be scheduled for this phase or as otherwise requested by Owner.

**SCHEDULE OF COMPENSATION**

The project shall be invoiced on an hourly basis, in accordance with the following summary:

|  | MWM DesignGroup |                     | Subconsultants |                     | Subtotal by Phase |                     |
|--|-----------------|---------------------|----------------|---------------------|-------------------|---------------------|
|  | Hours           | Fee                 | Hours          | Fee                 | Hours             | Fee                 |
| <b>Schematic Design</b>                  | 43.00           | \$ 4,455.00         |                | \$ -                |                   | \$ 4,455.00         |
| <b>Survey Phase ROW</b>                  | 40.00           | \$ 6,571.00         |                | \$ -                |                   | \$ 6,571.00         |
| <b>Survey Phase Profile</b>              | 15.00           | \$ 2,552.00         |                | \$ -                |                   | \$ 2,552.00         |
| <b>Design Development</b>                | 47.00           | \$ 4,945.00         |                | \$ 6,850.00         |                   | \$ 11,795.00        |
| <b>Construction Documents</b>            | 94.00           | \$ 10,120.00        |                | \$ 21,997.00        |                   | \$ 32,117.00        |
| <b>Bid-Award-Execution</b>               | 4.50            | \$ 697.50           |                | \$ 1,540.00         |                   | \$ 2,237.50         |
| <b>Construction Phase</b>                | 40.50           | \$ 5,967.50         |                | \$ 8,820.00         |                   | \$ 14,787.50        |
| <b>Post-Construction Phase</b>           | 4.00            | \$ 620.00           |                | \$ 740.00           |                   | \$ 1,360.00         |
| <b>TOTALS</b>                            | <b>288.00</b>   | <b>\$ 35,928.00</b> |                | <b>\$ 39,947.00</b> |                   | <b>\$ 75,875.00</b> |
| <b>Reimbursible Expenses (Allowance)</b> |                 | <b>\$ 3,000.00</b>  |                | <b>\$ -</b>         |                   | <b>\$ 3,000.00</b>  |

Invoices will be issued monthly (or as project conditions dictate) in accordance with ARTICLE 5 of the prime agreement.

Reimbursable Allowance is designated in accordance with EXHIBIT E of the prime agreement. The Reimbursable Allowance shall specifically apply to the printing, binding, and publication of the Deliverables prepared under this proposal, up to the value of the allowance.

**GEOTECHNICAL ENGINEERING**

At the request of Client, project elements will be designed on the basis of the geotechnical reports prepared for the existing Sheriff’s Office Training Center.



## TDLR

The project is required to be reviewed and inspected by a State Licensed Registered Accessibility Specialist (RAS). MWM will retain the services of a RAS, with fees projected between \$1,200 and \$2,500 to be paid by MWM as reimbursable expenses.

## ADDITIONAL SERVICES

Any and all additional services will require written consent by both parties and will be billed at the hourly rates cited in the A/E Professional Services Agreement.

## ASSUMPTIONS

This proposal has been prepared in accordance with the following assumptions, made in good faith, in conjunction with conversations with Client. Should any of these assumptions be proven invalid, additional services or contract modifications may be required.

1. Project is located in an unincorporated area of Williamson County.
2. Design documents for the four project elements will be prepared as a single coordinated set of construction documents for issuance as a single construction project. Although the project elements may be issued as separate stand-alone projects, doing will necessitate additional services to this agreement.

## EXCLUDED SERVICES

Services that are not provided for in this Agreement specifically include but are not limited to: hazardous building material assessments; hazardous building material abatement plans; professional services pertaining to LEED registration; processing of waivers and/or variances; construction material testing; obtaining title commitments, title and easement report(s) or abstracts of title; detailed topographic survey (other than establishment of ground profile for screen wall installation; location of surface improvements; tree survey; research and mapping of underground utilities; survey in support of geotechnical investigation services provided by others; survey in support of SUE services provided by others; surveys in support of environmental surveys performed by others; construction phase surveying and professional services other than as are specifically enumerated under SUMMARY OF PROFESSIONAL SERVICES above. Such services may be performed as Additional Services to this Agreement, if authorized by Client.

## RESPONSIBILITY OF OTHERS

In accordance with accepted professional practice it is the responsibility of Client to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site that are beyond the scope of the professional engineering services described in this document. Concealed existing conditions may materially alter the scope of the project in a manner not provided for in this contract. Likewise, active or pending legal disputes involving property ownership, environmental status, governmental or departmental jurisdiction, prior permits, or similar matters may



complicate the project in a manner that could not reasonably be anticipated at this time. Any change to the scope of the project required by such conditions as are listed above, or any duplication of services necessitated thereby, may be considered grounds for contract modification or an additional services Agreement.

#### TEXAS BOARD OF ARCHITECTURAL EXAMINERS

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas 78758, telephone (512) 458-1363, has jurisdiction over individuals licensed under the Architectural Registration Law, Texas Civil Statutes, Article 249a.

#### LAND SURVEYING

Complaints on the land surveying services provided by MWM DesignGroup can be directed to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263. MWM DesignGroup TBPLS Firm Registration No.: 10065600.

Approved:

A handwritten signature in blue ink, appearing to read 'W.O. [unclear]', written over a horizontal line.

MWM DesignGroup, Inc.

16 April 2019

Date

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 1 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

**MWM DesignGroup Billable Rates**

| Labor Categories |                    |                  |                       |                      |            |
|------------------|--------------------|------------------|-----------------------|----------------------|------------|
| PRINCIPAL        | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN |
| \$290.00         | \$210.00           | \$155.00         | \$125.00              | \$90.00              | \$75.00    |

**Professional Fees per Phase (see attached Backup)**

|                                   | MWM DesignGroup |                     | Subconsultants |                     | Subtotal by Phase |                     |
|-----------------------------------|-----------------|---------------------|----------------|---------------------|-------------------|---------------------|
|                                   | Hours           | Fee                 | Hours          | Fee                 | Hours             | Fee                 |
| Schematic Design                  | 43.00           | \$ 4,455.00         |                | \$ -                |                   | \$ 4,455.00         |
| Survey Phase ROW                  | 40.00           | \$ 6,571.00         |                | \$ -                |                   | \$ 6,571.00         |
| Survey Phase Profile              | 15.00           | \$ 2,552.00         |                | \$ -                |                   | \$ 2,552.00         |
| Design Development                | 47.00           | \$ 4,945.00         |                | \$ 6,850.00         |                   | \$ 11,795.00        |
| Construction Documents            | 94.00           | \$ 10,120.00        |                | \$ 21,997.00        |                   | \$ 32,117.00        |
| Bid-Award-Execution               | 4.50            | \$ 697.50           |                | \$ 1,540.00         |                   | \$ 2,237.50         |
| Construction Phase                | 40.50           | \$ 5,967.50         |                | \$ 8,820.00         |                   | \$ 14,787.50        |
| Post-Construction Phase           | 4.00            | \$ 620.00           |                | \$ 740.00           |                   | \$ 1,360.00         |
| <b>TOTALS</b>                     | <b>288.00</b>   | <b>\$ 35,928.00</b> |                | <b>\$ 39,947.00</b> |                   | <b>\$ 75,875.00</b> |
| Reimbursible Expenses (Allowance) |                 | \$ 3,000.00         |                | \$ -                |                   | \$ 3,000.00         |

**Primary Subconsultant Fees per Phase (see attached Backup)**

|                                   | Jose Guerra |                     | Encotech |                     | Subtotal by Phase |                     |
|-----------------------------------|-------------|---------------------|----------|---------------------|-------------------|---------------------|
|                                   | Hours       | Fee                 | Hours    | Fee                 | Hours             | Fee                 |
| Schematic Design                  |             | \$ -                |          | \$ -                |                   | \$ -                |
| Design Development                |             | \$ 6,850.00         |          | \$ -                |                   | \$ 6,850.00         |
| Construction Documents            |             | \$ 8,497.00         |          | \$ 13,500.00        |                   | \$ 21,997.00        |
| Bid-Award-Execution               |             | \$ 740.00           |          | \$ 800.00           |                   | \$ 1,540.00         |
| Construction Phase                |             | \$ 5,320.00         |          | \$ 3,500.00         |                   | \$ 8,820.00         |
| Post-Construction Phase           |             | \$ 740.00           |          | \$ -                |                   | \$ 740.00           |
| <b>TOTALS</b>                     | <b>-</b>    | <b>\$ 22,147.00</b> | <b>-</b> | <b>\$ 17,800.00</b> |                   | <b>\$ 39,947.00</b> |
| Reimbursible Expenses (Allowance) |             | \$ -                |          | \$ -                |                   | \$ -                |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 2 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION  | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL       |
|---|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-------------|
| <b>Design Phase Services - Schematic Design</b>   |                            |           |                    |                  |                       |                      |            |             |
| Attend each project design meeting (2 meetings)   | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00        |
| Investigate alternatives, question assumptions and research approaches to optimize building performance (integral with preparation of schematic design) | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00        |
| Completion and documentation of internal QAQC review and response   | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00        |
| Prepare, for approval by the OWNER, Schematic Design Documents  | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 32.00                | 0.00       | 33.00       |
| Prepare preliminary specifications for the OWNER's review   | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 2.00                 | 0.00       | 3.00        |
| <b>Hours Subtotal</b>   |                            | 0.00      | 0.00               | 9.00             | 0.00                  | 34.00                | 0.00       | 43.00       |
| <b>Subtotal (hours * rate)</b>  |                            | \$ -      | \$ -               | \$ 1,395.00      | \$ -                  | \$ 3,060.00          | \$ -       | \$ 4,455.00 |

FEE BREAKDOWN

EXHIBIT "A"

DATE: 4/16/2018  
 CLIENT: Williamson County  
 JOB NAME: ROW Staking for Sidewalk

| TASK                     | PM | RPLS | TECH. | SURVEY CREW |
|--------------------------|----|------|-------|-------------|
| <b>FIELD</b>             |    |      |       |             |
| SET PANELS               |    |      |       |             |
| GPS CONTROL/RTK          |    | 1    |       | 3           |
| HORIZONTAL CONTROL       | 1  |      |       | 3           |
| VERTICAL CONTROL         |    |      |       |             |
| IP SEARCH                | 1  | 1    |       | 8           |
| TOPO                     |    |      |       |             |
| MH/INLET INVERTS         |    |      |       |             |
| STAKE ROW                |    | 2    |       | 3           |
| SET IP'S                 |    |      |       |             |
| BORE HOLES               |    |      |       |             |
| CEF/OHWM                 |    |      |       |             |
| CHANNEL X-SECS           |    |      |       |             |
| TRAVEL                   |    |      |       | 4           |
| <b>OFFICE</b>            |    |      |       |             |
| PROCESS FIELD DATA       |    | 1    |       |             |
| Texas811                 |    |      |       |             |
| PLATS/DEEDS/MAPS SEARCH  | 1  | 2    |       |             |
| PLATS & DEED CAD         |    | 2    |       |             |
| BOUNDARY ANALYZE/ADJUST  | 1  | 4    |       |             |
| CLOSURE/AREA CALCS.      |    |      |       |             |
| PARCEL PLAT/SUREY SKETCH |    | 2    |       |             |
| LEGAL DESCRIPTION        |    |      |       |             |
| QA_QC                    |    |      |       |             |
| TITLE LETTER             |    |      |       |             |
| RPLS                     |    |      |       |             |
| CLERICAL                 |    |      |       |             |
| PROJ. MANAGER            |    |      |       |             |
| TOTAL HOURS              | 4  | 15   | 0     | 21          |

|                   |                   |                   |               |                   |
|-------------------|-------------------|-------------------|---------------|-------------------|
| HOURLY RATE       | x\$274.00         | x\$141.00         | x\$103.00     | x\$160.00         |
| <b>SUB-TOTALS</b> | <b>\$1,096.00</b> | <b>\$2,115.00</b> | <b>\$0.00</b> | <b>\$3,360.00</b> |

**SUBTOTAL = \$6,571.00**

|                                  |                   |
|----------------------------------|-------------------|
| PLATS/DEEDS .....                | =                 |
| TITLE REPORT/deed research ..... | =                 |
| LANE CLOSURES .....              | =                 |
| AERIAL MAPPING .....             | =                 |
| LODGING .....                    | =                 |
| MEALS .....                      | =                 |
| MILEAGE .....                    | =                 |
| <b>TOTAL</b>                     | <b>\$6,571.00</b> |

FEE BREAKDOWN

EXHIBIT "A"

DATE: 4/16/2018  
 CLIENT: Williamson County  
 JOB NAME: ROW Staking for Sidewalk

| TASK                     | PM | RPLS | TECH. | SURVEY CREW |
|--------------------------|----|------|-------|-------------|
| <b>FIELD</b>             |    |      |       |             |
| SET PANELS               |    |      |       |             |
| GPS CONTROL/RTK          |    |      |       |             |
| HORIZONTAL CONTROL       |    |      |       |             |
| VERTICAL CONTROL         |    | 1    |       | 3           |
| IP SEARCH                |    |      |       |             |
| TOPO Profile             |    | 1    |       | 4           |
| MH/INLET INVERTS         |    |      |       |             |
| STAKE ROW                |    |      |       |             |
| SET IP'S                 |    |      |       |             |
| BORE HOLES               |    |      |       |             |
| CEF/OHWM                 |    |      |       |             |
| CHANNEL X-SECS           |    |      |       |             |
| TRAVEL                   |    |      |       | 2           |
|                          |    |      |       |             |
| <b>OFFICE</b>            |    |      |       |             |
| PROCESS FIELD DATA       |    | 1    |       |             |
| Texas811                 |    |      |       |             |
| PLATS/DEEDS/MAPS SEARCH  |    |      |       |             |
| PLATS & DEED CAD         |    |      |       |             |
| BOUNDARY ANALYZE/ADJUST  |    |      |       |             |
| CLOSURE/AREA CALCS.      |    |      |       |             |
| PARCEL PLAT/SUREY SKETCH |    | 1    |       |             |
| LEGAL DESCRIPTION        |    |      |       |             |
| QA_QC                    |    |      |       |             |
| TITLE LETTER             |    |      |       |             |
| RPLS                     |    |      |       |             |
| CLERICAL                 |    |      |       |             |
| PROJ. MANAGER            | 2  |      |       |             |
|                          |    |      |       |             |
| TOTAL HOURS              | 2  | 4    | 0     | 9           |

|                   |                 |                 |               |                   |
|-------------------|-----------------|-----------------|---------------|-------------------|
| HOURLY RATE       | x\$274.00       | x\$141.00       | x\$103.00     | x\$160.00         |
| <b>SUB-TOTALS</b> | <b>\$548.00</b> | <b>\$564.00</b> | <b>\$0.00</b> | <b>\$1,440.00</b> |

**SUBTOTAL = \$2,552.00**

|                                  |                   |
|----------------------------------|-------------------|
| PLATS/DEEDS .....                | =                 |
| TITLE REPORT/deed research ..... | =                 |
| LANE CLOSURES .....              | =                 |
| AERIAL MAPPING .....             | =                 |
| LODGING .....                    | =                 |
| MEALS .....                      | =                 |
| MILEAGE .....                    | =                 |
| <b>TOTAL</b>                     | <b>\$2,552.00</b> |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 5 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION  | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL       |
|---|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-------------|
| <b>Design Phase Services - Design Development</b>           |                            |           |                    |                  |                       |                      |            |             |
| Attend each project design meeting                          | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00        |
| Prepare for OWNER's approval, Design Development Documents  | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 32.00                | 0.00       | 36.00       |
| Prepare detailed specifications and to the OWNER for review | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 4.00                 | 0.00       | 5.00        |
| Prepare Class B Opinion of Probable Construction Cost       | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00        |
| <b>Hours Subtotal</b>                                       |                            | 0.00      | 0.00               | 11.00            | 0.00                  | 36.00                | 0.00       | 47.00       |
| <b>Subtotal (hours * rate)</b>                              |                            | \$ -      | \$ -               | \$ 1,705.00      | \$ -                  | \$ 3,240.00          | \$ -       | \$ 4,945.00 |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 6 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION  | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL        |
|---|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|--------------|
| <b>Design Phase Services - Construction Documents</b>   |                            |           |                    |                  |                       |                      |            |              |
| Attend each project design meeting  | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00         |
| Assist OWNER with selection of colors for finishes, furniture, equipment, etc.                          | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00         |
| Investigate alternatives, question assumptions and research approaches to optimize building performance | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00         |
| prepare Construction Documents in compliance with the OWNER's requirements                              | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 64.00                | 0.00       | 66.00        |
| Record the major proceedings of each meeting with TDLR and submit reports                               | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00         |
| Furnish five sets of Construction Documents at two intervals for OWNER review                           | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00         |
| Prepare Class A Opinion of Probable Construction Cost   | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00         |
| Make final modifications and corrections to Construction Documents                                      | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 2.00                 | 0.00       | 4.00         |
| Building Permit processing  | Y                          | 0.00      | 0.00               | 8.00             | 0.00                  | 0.00                 | 2.00       | 10.00        |
| Furnish Bid Documents to OWNER at least 14 days prior to advertisement                                  | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00         |
| <b>Hours Subtotal</b>   |                            | 0.00      | 0.00               | 26.00            | 0.00                  | 66.00                | 2.00       | 94.00        |
| <b>Subtotal (hours * rate)</b>  |                            | \$ -      | \$ -               | \$ 4,030.00      | \$ -                  | \$ 5,940.00          | \$ 150.00  | \$ 10,120.00 |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 7 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION                          |  | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL     |
|---|--|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-----------|
| <b>Bid-Award-Execution Phase Services</b> |  |                            |           |                    |                  |                       |                      |            |           |
|   | Participate in or conduct a pre-bid conference | Y                          | 0.00      | 0.00               | 1.50             | 0.00                  | 0.00                 | 0.00       | 1.50      |
|   | Prepare addenda                                | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00      |
|   | Attend bid opening                             | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00      |
| <b>Hours Subtotal</b>                     |  |                            | 0.00      | 0.00               | 4.50             | 0.00                  | 0.00                 | 0.00       | 4.50      |
| <b>Subtotal (hours * rate)</b>            |  |                            | \$ -      | \$ -               | \$ 697.50        | \$ -                  | \$ -                 | \$ -       | \$ 697.50 |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 8 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION                   |   | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL       |
|------------------------------------|---|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-------------|
| <b>Construction Phase Services</b> |   |                            |           |                    |                  |                       |                      |            |             |
|                                    | Attend and draft complete minutes of each project construction meeting        | Y                          | 0.00      | 0.00               | 24.00            | 0.00                  | 0.00                 | 0.00       | 24.00       |
|                                    | Participate in and document the proceedings of the preconstruction conference | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00        |
|                                    | Visit the site to observe the progress and quality of the work                | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00        |
|                                    | Review and evaluate the Contractor's Applications for Payment                 | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00        |
|                                    | Respond within 7 days to all equests for information, claims, disputes...     | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00        |
|                                    | Review, approve, or take other appropriate action upon Contractor submittals  | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 2.00       | 6.00        |
|                                    | Within twenty-four (24) hours of the OWNER's inspection, provide punchlist    | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00        |
|                                    | Prepare and issue a certificate of Substantial Completion within 3 days       | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00        |
|                                    | Make an on-site review within 7 days of notice of final completion            | Y                          | 0.00      | 0.00               | 1.50             | 0.00                  | 0.00                 | 0.00       | 1.50        |
| <b>Hours Subtotal</b>              |   |                            | 0.00      | 0.00               | 38.50            | 0.00                  | 0.00                 | 2.00       | 40.50       |
| <b>Subtotal (hours * rate)</b>     |   |                            | \$ -      | \$ -               | \$ 5,967.50      | \$ -                  | \$ -                 | \$ 150     | \$ 5,967.50 |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 9 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION   | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL     |
|--|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-----------|
| <b>Post-Construction Phase Services</b>  |                            |           |                    |                  |                       |                      |            |           |
| Assist and represent the OWNER with malfunctions or deficiencies of the Work       | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00      |
| Require subconsultants to provide assistance as stipulated in the approved RAP     | Y                          |           |                    |                  |                       |                      |            | 0.00      |
| Perform an on-site review of the Work at one year anniversary of completion        | Y                          | 0.00      | 0.00               | 1.50             | 0.00                  | 0.00                 | 0.00       | 1.50      |
| Prepare list of items needing correction and direct the Contractor to resolve them | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00      |
| After determining that deficiencies have been corrected, notify OWNER              | Y                          | 0.00      | 0.00               | 0.50             | 0.00                  | 0.00                 | 0.00       | 0.50      |
| <b>Hours Subtotal</b>  |                            | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00      |
| <b>Subtotal (hours * rate)</b>   |                            | \$ -      | \$ -               | \$ 620.00        | \$ -                  |                      | \$ -       | \$ 620.00 |

April 4, 2019

Owen Harrod  
Senior Project Architect, MWM Design Group  
305 East Huntland Drive  
Austin, TX 78752

P: (512) 453-0767  
E: owenh@mwmdesigngroup.com

**Re: Williamson County Sherriff's Facility —Hutto, TX**  
Mechanical & Electrical Engineering and Design Services  
Vehicle Building and Storage Building

Dear Owen,

Encotech Engineering Consultants, the "Engineer," is pleased to submit this proposal for services on the above referenced project to MWM Design Group, the "Client."

### **SCOPE**

Williamson County Sherriff's Facility , the "Project," consists of a new pre-fabricated ammunition storage building and a new vehicle storage building located on adjacent properties on Chandler Road in Hutto, TX.

The scope of work for the single story 20' x 30' prefabricated new ammunition storage building will be electrical only. The mechanical systems will already be installed, and no plumbing engineering and design services is required. The building's lights and receptacles will come prefabricated within as a "plug and play" application which will require a single connection from the site's utility power. It is understood that this building shall come equipped with a predesigned fire protection/fire suppression system designed by Others.

The scope of work for the new single story two bay vehicle storage building will be mechanical and electrical only. There is no plumbing engineering and design services required for this building.

Both buildings will be designed, permitted, and constructed as a single package/project. The estimated project schedule includes three (3) months for design and four (4) months for construction.

### **BASIC SERVICES**

Basic Services include engineering and design services to prepare design documents. Basic Services shall include:

1. Coordination with the Client to determine project requirements.
2. Review of the Client's drawings and advise the Client on any engineering-related issues and requirements.
3. Perform engineering calculations and design.
4. Attend periodic design coordination meetings not to exceed two (2).
5. Mechanical Design shall include the following for the vehicle storage building only:
  - a. Sizing and scheduling of single-zone HVAC equipment, including one (1) air-cooled split system and one (1) exhaust fan.
  - b. Design of ductwork.
  - c. Design and location of air registers, grills and temperature sensors.
  - d. HVAC details as necessary.
6. Electrical Design for the vehicle storage building and ammunition storage building shall include the following:
  - a. Lighting and power outlet layout and circuiting for the vehicle storage building, only.
  - b. Load analysis, service riser, panelboards, and wire sizing.
  - c. Coordination with local utility company for electrical service to the site.
  - d. Electrical details as necessary.
7. Make plan revisions via one (1) comprehensive set of comments as required by Owner.

8. Make plan revisions via one (1) comprehensive set of comments as required by the local jurisdiction during the City of Hutto, TX building plan review.
9. Provide the following deliverables:
  - a. Drawings in PDF format for the phases described below.
  - b. Specifications as notes on drawings.

| PHASE                                    | DRAWINGS | PERMITTED USE          |
|--|----------|------------------------|
| Construction Drawings and Specifications | Permit   | Permit                 |
|  | 100%     | Bidding & Construction |
| Bidding and Negotiations                 | Addenda  | Bidding & Construction |

**LIMITED CONSTRUCTION PHASE SERVICES**

1. Review of those submittals identified in the Engineer’s specifications.
2. Respond to Request for Information (RFI) documents.
3. Review shop drawings and submittals as requested by the Client.
4. Perform periodic site observation visits not to exceed two (2) MEP site observation visits. Provide written reports to the Client.
  - a. Reports shall list items observed which are not in compliance with the Contract Documents.
  - b. All reports shall be directed to the Client for Contract Administration.
  - c. Site visits will not be continuous nor exhaustive.
  - d. Site visits are not intended to be for generating contractor completion lists, but are for review of completed work to notify the Client against non-compliant work to the degree possible with limited reviews. The Engineer is not responsible for the Contractor's performance of the work. The Contractor is responsible for any deviation from the Contract Documents.
  - e. The Engineer shall not be responsible for the construction means, methods, techniques, sequences or procedures, safety precautions and programs.
  - f. The Engineer shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor’s or Subcontractor’s agents or employees, or any other persons performing any of the Work.

**ASSUMPTIONS AND CONDITIONS**

The scope of work services presented herein and associated fee amounts are based upon the Engineer's understanding of the proposed development. Changes in the project that affect the underlying contract assumptions may impact the required professional service fee.

Accordingly, the Engineer wishes to inform the Client and/or Owner that this proposal is based on the following documents, assumptions and conditions:

1. Scope described herein is based on email with scope description and link to downloadable files from MWM Design Group (“MWM”) dated March 13, 2019, as well as phone conversation between Owen Harrod (MWM) and Patrick Morrissey (ENCOTECH) on April 1, 2019.
2. Compensation shall be adjusted upwards if the building floor area increases.
3. Where required, the Client shall select lighting fixtures and submit the cut sheets to the Engineer.
4. The Client shall provide reflected ceiling plan layout and work with the Engineer on RCP revisions, electrical outlet locations and all plumbing and lighting fixtures.
5. All coordination with end user shall be performed by Client, and Encotech shall coordinate directly with Client.
6. Project will be designed concurrently with all areas of work indicated on a single package of drawings, and project is understood to be built as a single construction project (not phased).
7. MEP drawings will be prepared in AutoCAD.

**COMPENSATION**

The lump sum fee to provide Basic and Limited Construction Services shall be:

| <b>PHASE DESCRIPTION</b>   | <b>MEP</b>         |
|--|--------------------|
| 95% Construction Drawings & Specifications for Permit            | \$8,500.00         |
| 100% Construction Drawings & Specifications for Bid/Construction | \$5,000.00         |
| Bidding and Negotiations   | \$800.00           |
| Construction Administration                                      | \$3,500.00         |
| <b>TOTAL</b>   | <b>\$17,800.00</b> |

### **REIMBURSABLE**

Reimbursable expenses shall be invoiced at direct cost. These include, but are not limited to:

1. Reproduction of documents
2. Expedited shipping, mailing, courier expenses
3. Mileage outside the Austin area
4. Travel expenses such as vehicle rental, airfare, meals and lodging

### **ADDITIONAL SERVICES**

It is recognized that certain elements within the scope of engineering work cannot be accurately predetermined or controlled entirely by the Engineer. Therefore, such engineering work will be performed as Additional Services. All Additional Services shall be conducted on an hourly rate basis as per the rates table in the Williamson County 2019 Rotation List.

The Engineer will perform Additional Services only with written approval and agreement by the Client. Such work may include but not limited to:

1. Major revisions to work product once initially approved by the Client/Owner.
2. Redesign and drawing revisions due to change of scope after the issuance of Construction Drawings and Specifications.
3. Changes or increases in Project Scope or Scope of Engineering Services resulting from project Assumptions and Conditions as defined in the proposal which prove to be incorrect.
4. Any additional work not specifically included in this Scope of Services.
5. Work required by the enactment or revisions of codes, laws or regulations after the preparation of documents.
6. Work resulting from corrections or revisions required because of errors or omissions in construction by the contractor or subcontractors.
7. Work associated with the preparation of as-built drawings.
8. Value Engineering Services.
9. Building Commissioning.
10. Energy Modeling.

### **EXCLUSIONS**

Services that are not provided for in this Agreement specifically include, but are not limited to:

1. Means and Methods of Construction.
2. Code-required testing and special inspections shall be by a separate contract between the owner and a designated engineering testing laboratory.
3. Other services or expenses which may become necessary for the completion of this project which are not reasonably anticipatable at this time.
4. Civil Engineer shall design all site utilities. The Engineer's plumbing scope shall be limited to the building interior only and five feet beyond.
5. Design of Security, Telephone and CCTV Systems, Fiber Optics, Computer Network Systems and any other special systems are not in our scope of work. The Engineer will coordinate power to such systems if load information is provided in advance by the Owner/Client.
6. Fire Sprinkler and Fire Alarm System Design are outside the scope of this proposal. For the Vehicle Storage Building, the Engineer will indicate the location of the Fire Riser in the fire sprinkler room. The Engineer will coordinate power to such systems if load information is provided in advance by Owner/Client. The Engineer will provide unsealed performance specifications for Fire Protection and Fire Alarm; these specifications will be included in the engineering bid package for the purposes of distribution to a licensed Contractor who will in turn provide a bid for such services. The awarded Contractor shall ultimately be responsible for the detailed design of such systems, including device quantities, device layout in conjunction with the Architectural plans and intended usage for each room, pipe sizing, pipe routing, Fire Pump

sizing (if determined to be required by the awarded Contractor), field coordination with all trades, etc. It is understood that the Ammunition Storage Building shall come pre-equipped with a predesigned Fire Protection and Fire Alarm system; hence, it is understood that the Engineer's performance specifications shall not be required for the Ammunition Storage Building.

7. Design of Sand Traps, Septic Systems, and Lift Stations. The Engineer will coordinate power to such systems if load information is provided in advance by Client.
8. Underbuilding drainage design shall be by the Civil Engineer.
9. Detailed quantity takes-offs or estimates of construction cost are outside of Encotech's scope of services.
10. Emergency power services (generator, UPS, etc).
11. MEP work associated with the new wall described in email from MWM Design Group ("MWM") dated March 13, 2019 shall not be required per phone conversation between Owen Harrod (MWM) and Patrick Morrissey (ENCOTECH) on April 1, 2019.
12. This project shall not be a LEED project.
13. Structural design shall be by Others and is not included.

#### **CLIENT PROVIDED SERVICES**

1. The Client/Owner shall furnish the Engineer with full information as to the Client/Owner project requirements including special considerations or special services needed, and also to make available all project pertinent data.
2. The Client/Owner shall furnish the Engineer with existing building and site drawings if available.
3. Electronic backgrounds shall be provided to the Engineer in AutoCAD (DWG or DXF) format or Revit (RVT) format. Backgrounds should be drawn in actual size and should not be scaled up or down. Backgrounds should include the Client's Title Block and its required fonts and logos. Architectural backgrounds should include building plans, building sections, roof plan, RCP, wall sections, and awning/overhead structure details if applicable.
4. Client shall provide building and specialty equipment cut sheets with utility requirements (voltage, amperage, phase, watts, GPM, BTUs, heat generation, etc.) prior to commencing design.
5. Client shall provide Engineer with a full set of progress drawings in PDF format at the completion of each design phase.
6. The Client shall be responsible for final printing and distribution of Construction Drawings and Specifications.

#### **RESPONSIBILITY OF OTHERS**

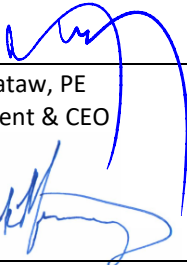
In accordance with accepted professional practice it is the responsibility of the Owner to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site/building that are beyond the scope of the professional engineering services described in this document. Certain unusual or unforeseeable conditions may materially alter the scope of the project in a manner not provided for in this contract.


If the project is cancelled prior to completion of project design, then the Engineer shall be paid for percentage of work completed up to the date of cancellation.

Please call us if you have any questions. Thank you for the opportunity to work with you.

Sincerely,

Agreed and Accepted by Authorized Corporate Officer of:

  
\_\_\_\_\_  
Ali Khataw, PE  
President & CEO

  
\_\_\_\_\_  
Patrick Morrissey, PE, LEED AP  
Associate Principal

\_\_\_\_\_  
Legal Entity Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## RATE SCHEDULE

| ENCOTECH ENGINEERING CONSULTANTS | HOURLY<br>RATE | TX REGISTRATION NO.<br>F-1141 |
|----------------------------------|----------------|-------------------------------|
| PRINCIPAL:                       | \$ 300.00      |                               |
| PROJECT ENGINEER VI:             | \$ 265.00      |                               |
| PROJECT ENGINEER V:              | \$ 230.00      |                               |
| PROJECT ENGINEER IV:             | \$ 210.00      |                               |
| PROJECT ENGINEER III:            | \$ 185.00      |                               |
| PROJECT ENGINEER II:             | \$ 155.00      |                               |
| PROJECT MANAGER II:              | \$ 155.00      |                               |
| PROJECT MANAGER I:               | \$ 135.00      |                               |
| GRADUATE ENGINEER V:             | \$ 125.00      |                               |
| GRADUATE ENGINEER IV:            | \$ 115.00      |                               |
| GRADUATE ENGINEER III:           | \$ 110.00      |                               |
| GRADUATE ENGINEER II:            | \$ 105.00      |                               |
| GRADUATE ENGINEER I:             | \$ 100.00      |                               |
| CAD / DESIGNER III:              | \$ 116.10      |                               |
| ADMINISTRATIVE I:                | \$ 70.00       |                               |

April 3, 2019

Dr. Owen Harrod  
MWM Design Group  
305 E. Huntland Drive Suite 200  
Austin, Texas 78752

Re: Williamson County Sheriff's Office Training Center  
Williamson County Small Project Architectural Services  
Hutto, Texas

Dear Dr. Harrod:

Jose I. Guerra, Inc. (Guerra) is pleased to submit our proposal to provide Consulting Structural Engineering Services for the above referenced project.

Sheriff's Office Training Center Facilities – Structural

The Scope of Work is based upon the information e-mailed to our office on March 13, 2019. The new facilities include:

1. Foundations and slab for a 30ft x 36ft (approx.) prefabricated, enclosed vehicle storage building;
2. Foundations and slab for a 20ft x 30ft (approx.) prefabricated ammunition storage building;
3. Foundations for the prefabricated screen walls. Note the screen walls will be provided by a screen wall vendor.

**A. Scope of Work**

General

- Specifications will be presented in book form and CSI format.
- AutoCad plans will be provided by MWM DesignGroup (MWM) for use by Guerra in developing the design/construction drawings.
- Construction drawings will be prepared using AutoCad 2019.
- Note as-built drawings of the existing structures on site, if any, are required.
- All final construction documents are to be stamped and signed by Texas State Licensed Professional Engineers.
- One (1) site visit to verify existing conditions.

- One (1) Design/Review Meeting with MWM DesignGroup and/or Williamson County staff is included in our scope of work.
- Preparation and submission of three (3) deliverable packages is included in our scope of work..
- Engineering consultation during bidding/construction, shop drawing review and engineering representation for up to four (4) on-site construction observation visit is included in our scope of work.
- One (1) warranty phase site walk-through.
- This proposal is based on the assumption that a complete and accurate geotechnical report intended for this project will be provided to Guerra for use in developing the foundation design.

Services Not Included:

- Special inspection services as defined by the International and Uniform Building Codes.
- Testing (destructive or non-destructive) of system materials or components.
- Preparation of detailed construction cost estimates.
- Attendance at Public Outreach Meetings
- Plan check processing and permitting through governmental agencies.

Compensation

The Scope of Work defined above will be performed on an hourly, not-to-exceed basis as detailed in the attached Fee Estimate Worksheet, and as summarized below:

|   |                           |
|---|---------------------------|
| <b>Design Phase Services</b>                                    | <b>\$ 15,347.00</b>       |
| <b>Bidding Phase Services</b>                                   | <b>\$ 740.00</b>          |
| <b><u>Construction and Post-Construction Phase Services</u></b> | <b><u>\$ 6,060.00</u></b> |
| <b>Total Fee</b>  | <b>\$ 22,147.00</b>       |

Project-related reimbursable expenses such as delivery service, printing, etc. are not included in the above fees nor anticipated.

Additional services, if required and requested in writing by your office, will be negotiated prior to commencing added scope of work.

Invoices will be submitted monthly and will be due and payable in accordance with the prime agreement between MWM and the Williamson County.

Jose I. Guerra, Inc. is committed to providing high quality and responsive consulting engineering services. We welcome this opportunity and look forward to continuing our successful relationship with MWM.

If this proposal is satisfactory, please sign and return a copy of this letter for our records. This proposal is good for 60 calendar days from the submitted date above.

Respectfully submitted,  
JOSE I. GUERRA, INC.



Yan Cheung, P.E.  
Project Manager/Senior Structural Project Engineer

Attachments:

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT A

### Hourly Rate Schedule Williamson County January 1, 2019

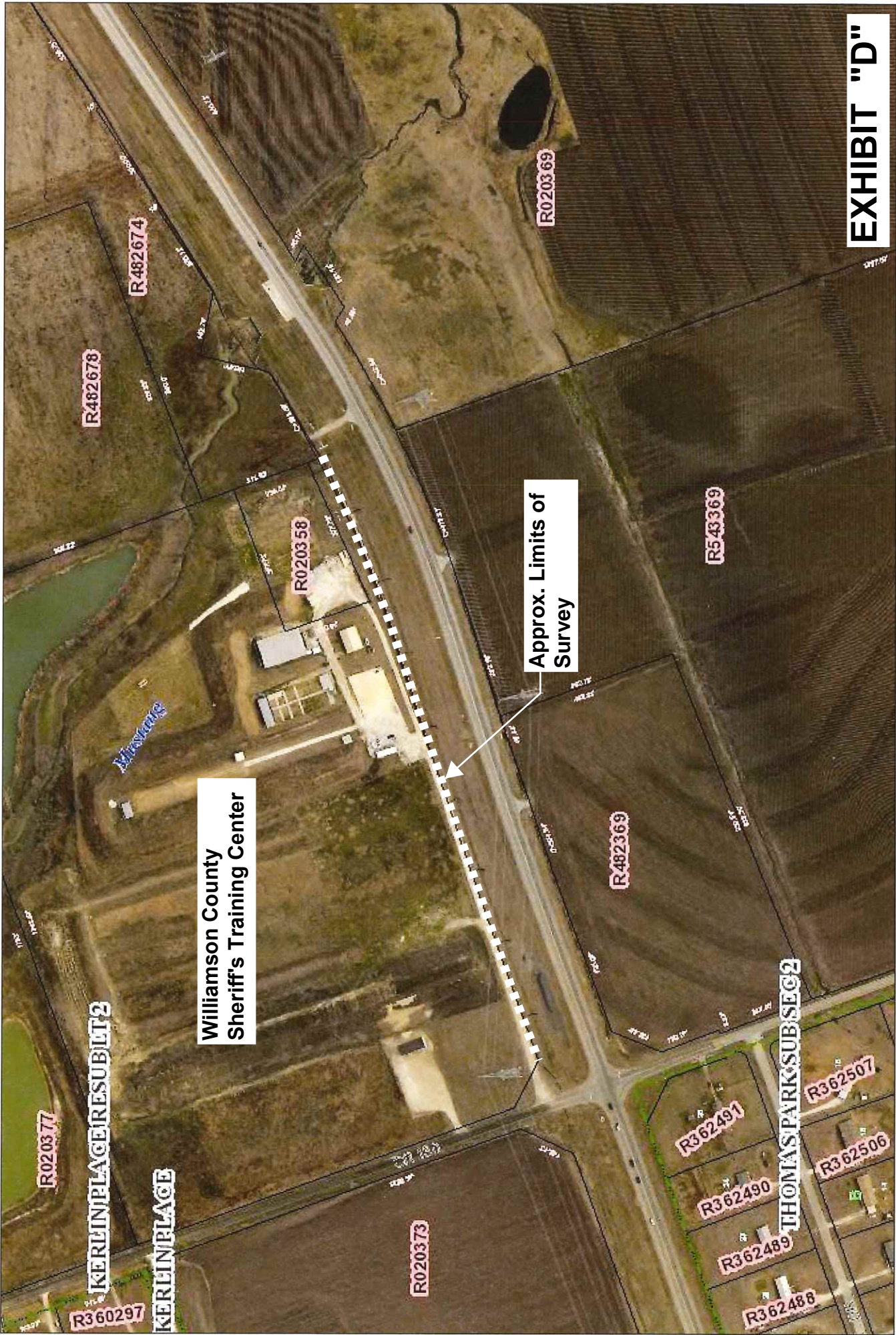
|                           |          |
|---------------------------|----------|
| Principal                 | \$225.00 |
| Senior Project Manager    | \$185.00 |
| Senior Project Engineer   | \$185.00 |
| Project Manager           | \$158.00 |
| Project Engineer          | \$158.00 |
| Senior Design Engineer    | \$145.00 |
| Senior Designer           | \$120.00 |
| Design Engineer           | \$110.00 |
| Designer                  | \$100.00 |
| CAD/BIM Manager           | \$ 95.50 |
| Senior CAD/BIM Technician | \$ 85.00 |
| CAD/BIM Technician        | \$ 80.00 |
| Administrative Assistant  | \$ 74.00 |
| Expert Witness Testimony  | \$290.00 |

**SUB CONSULTANT - FEE ESTIMATE WORKSHEET**  
**HOURLY BY TASK LABOR BREAKDOWN**

Williamson County Small Project Architectural Services  
 Sheriff's Office Training Center Facility, Design/Bid/CA  
 Date 4/3/2019

Sub Consultant Name: **Jose I. Guerra, Inc.**  
 Discipline Services Provided: **Structural Engineering**  
 MBE/WBE Certification/Gender Ethnicity: **MDB / MH**

| TASK                            | TASK NAME                                     | Principal       | Senior Project Manager | Senior Project Engineer | Senior Design Engineer | Design Engineer   | CAD/BIM Manager   | Senior CAD/BIM Technician | CADD/BIM Technician | Administrative Assistant | TOTAL \$           |
|---------------------------------|---|-----------------|------------------------|-------------------------|------------------------|-------------------|-------------------|---------------------------|---------------------|--------------------------|--------------------|
|                                 |   | Hrs. \$         | Hrs. \$                | Hrs. \$                 | Hrs. \$                | Hrs. \$           | Hrs. \$           | Hrs. \$                   | Hrs. \$             | Hrs. \$                  |                    |
|                                 | Personnel Title                               |                 |                        |                         |                        |                   |                   |                           |                     |                          | TOTAL              |
|                                 | Williamson County Approved Rates/Hr           | \$225.00        | \$185.00               | \$185.00                | \$445.00               | \$710.00          | \$95.50           | \$85.00                   | \$80.00             | \$74.00                  |                    |
| 1                               | Design Development                            |                 |                        |                         |                        |                   |                   |                           |                     |                          |                    |
| 1.1                             | Design/Review Meetings (1)                    | \$0.00          | \$555.00               | \$0.00                  | \$0.00                 | \$0.00            | \$0.00            | \$0.00                    | \$0.00              | \$0.00                   | \$555.00           |
| 1.2                             | Site visit to verify existing conditions (1)  | \$0.00          | \$555.00               | \$0.00                  | \$0.00                 | \$0.00            | \$0.00            | \$0.00                    | \$0.00              | \$0.00                   | \$555.00           |
| 1.3                             | Submittal (1) and address review comments     | \$0.00          | \$1,850.00             | \$0.00                  | \$0.00                 | \$1,980.00        | \$1,910.00        | \$0.00                    | \$0.00              | \$0.00                   | \$5,740.00         |
| 2                               | Construction Documents                        |                 |                        |                         |                        |                   |                   |                           |                     |                          |                    |
| 2.1                             | Submittal (2) and address review comments     | \$225.00        | \$2,590.00             | \$0.00                  | \$0.00                 | \$2,860.00        | \$2,674.00        | \$0.00                    | \$0.00              | \$148.00                 | \$8,497.00         |
|                                 | <b>Sub Total</b>                              | <b>\$225.00</b> | <b>\$5,550.00</b>      | <b>\$0.00</b>           | <b>\$0.00</b>          | <b>\$4,840.00</b> | <b>\$4,584.00</b> | <b>\$0.00</b>             | <b>\$0.00</b>       | <b>\$148.00</b>          | <b>\$15,347.00</b> |
| 3                               | Bidding Phase                                 |                 |                        |                         |                        |                   |                   |                           |                     |                          |                    |
|                                 | <b>Sub Total</b>                              | <b>\$0.00</b>   | <b>\$740.00</b>        | <b>\$0.00</b>           | <b>\$0.00</b>          | <b>\$0.00</b>     | <b>\$0.00</b>     | <b>\$0.00</b>             | <b>\$0.00</b>       | <b>\$0.00</b>            | <b>\$740.00</b>    |
| 4                               | Construction Administration Phase             |                 |                        |                         |                        |                   |                   |                           |                     |                          |                    |
| 4.1                             | Submittal review and RFI                      | \$0.00          | \$1,480.00             | \$0.00                  | \$0.00                 | \$880.00          | \$0.00            | \$0.00                    | \$0.00              | \$0.00                   | \$2,360.00         |
| 4.2                             | Construction Phase Site Visit and report (4)  | \$0.00          | \$2,960.00             | \$0.00                  | \$0.00                 | \$0.00            | \$0.00            | \$0.00                    | \$0.00              | \$0.00                   | \$2,960.00         |
| 5                               | Post-construction Phase site walk-through (1) | \$0.00          | \$740.00               | \$0.00                  | \$0.00                 | \$0.00            | \$0.00            | \$0.00                    | \$0.00              | \$0.00                   | \$740.00           |
|                                 | <b>Sub Total</b>                              | <b>\$0.00</b>   | <b>\$5,180.00</b>      | <b>\$0.00</b>           | <b>\$0.00</b>          | <b>\$880.00</b>   | <b>\$0.00</b>     | <b>\$0.00</b>             | <b>\$0.00</b>       | <b>\$0.00</b>            | <b>\$6,060.00</b>  |
| <b>REIMBURSABLE EXPENSES</b>    |   |                 |                        |                         |                        |                   |                   |                           |                     |                          |                    |
| <b>TOTAL LABOR and EXPENSES</b> |   |                 |                        |                         |                        |                   |                   |                           |                     |                          | <b>\$22,147.00</b> |



**EXHIBIT "D"**

**Williamson County  
Sheriff's Training Center**

**Approx. Limits of  
Survey**

Enter Map Title...  
Web Print: 04/15/2019



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



## **Attachment C - Work Schedule**

Work shall begin immediately upon receipt of agreement between County and MWM Design Group. Work schedules will be developed as work is assigned.

## **Attachment D - Fee Schedule**

Please see next pages.

**Exhibit D**  
**RATE SCHEDULE**

**MWM DesignGroup, Inc.**

|  |           |
|--|-----------|
| Civil Engineering Principal                    | \$ 290.00 |
| Surveying Principal                            | \$ 274.00 |
| Licensed Professional IV / Sr Project Manager  | \$ 210.00 |
| Licensed Professional III / Sr Project Manager | \$ 190.00 |
| Licensed Professional II / Project Manager     | \$ 155.00 |
| Licensed Professional I / Project Manager      | \$ 141.00 |
| Engineering/Arch Support Staff II              | \$ 125.00 |
| Engineering/Arch Support Staff I               | \$ 90.00  |
| CAD Manager                                    | \$ 122.00 |
| Sr Technician III                              | \$ 103.00 |
| Technician II                                  | \$ 90.00  |
| Technician I                                   | \$ 75.00  |
| 3 Person Field Crew                            | \$ 210.00 |
| 2 Person Field Crew                            | \$ 160.00 |

**Jose I. Guerra, Inc.**

|                           |          |
|---------------------------|----------|
| Principal                 | \$225.00 |
| Senior Project Manager    | \$185.00 |
| Senior Project Engineer   | \$185.00 |
| Project Manager           | \$158.00 |
| Project Engineer          | \$158.00 |
| Senior Design Engineer    | \$145.00 |
| Senior Designer           | \$120.00 |
| Design Engineer           | \$110.00 |
| Designer                  | \$100.00 |
| CAD/BIM Manager           | \$ 95.50 |
| Senior CAD/BIM Technician | \$ 85.00 |
| CAD/BIM Technician        | \$ 80.00 |
| Administrative Assistant  | \$ 74.00 |
| Expert Witness Testimony  | \$290.00 |

**Exhibit D**  
**RATE SCHEDULE**

| ENCOTECH ENGINEERING CONSULTANTS | HOURLY<br>RATE | TX REGISTRATION NO.<br>F-1141 |
|----------------------------------|----------------|-------------------------------|
| PRINCIPAL:                       | \$ 300.00      |                               |
| PROJECT ENGINEER VI:             | \$ 265.00      |                               |
| PROJECT ENGINEER V:              | \$ 230.00      |                               |
| PROJECT ENGINEER IV:             | \$ 210.00      |                               |
| PROJECT ENGINEER III:            | \$ 185.00      |                               |
| PROJECT ENGINEER II:             | \$ 155.00      |                               |
| PROJECT MANAGER II:              | \$ 155.00      |                               |
| PROJECT MANAGER I:               | \$ 135.00      |                               |
| GRADUATE ENGINEER V:             | \$ 125.00      |                               |
| GRADUATE ENGINEER IV:            | \$ 115.00      |                               |
| GRADUATE ENGINEER III:           | \$ 110.00      |                               |
| GRADUATE ENGINEER II:            | \$ 105.00      |                               |
| GRADUATE ENGINEER I:             | \$ 100.00      |                               |
| CAD / DESIGNER III:              | \$ 116.10      |                               |
| ADMINISTRATIVE I:                | \$ 70.00       |                               |

**Commissioners Court - Regular Session**

**16.**

**Meeting Date:** 04/30/2019

MWM WA3 - P470 SOTC Ammunition Building

**Submitted For:** Dale Butler

**Submitted By:** Gina Wrehsnig, Building Maintenance

**Department:** Building Maintenance

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization #3 in the amount of \$10,000.00 to expire April 30, 2020 under Williamson County Contract for Engineering Services between MWM Design Group and Williamson County dated January 30, 2019 for Sheriff's Office Gun Range Ammunition Building.

**Background**

**Fiscal Impact**

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

**Attachments**

MWM WA3 - SOTC Ammo Bldg

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 08:23 AM

Started On: 04/25/2019 07:13 AM

**WORK AUTHORIZATION NO. 3**

**PROJECT: Sheriff's Office Gun Range Ammunition Building**

This Work Authorization is made pursuant to the terms and conditions of the Agreement for Architectural and Engineering Services, being dated **January 30, 2019** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **MWM Design Group** (the "A/E").

Part 1. The A/E will provide the following Architectural and 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 **\$10,000.00.**

Part 3. Payment to the A/E 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 **April 30, 2020.** The Architectural and 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. A/E 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 A/E 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 A/E.

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

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

A/E:

MWM Design Group

By:   
Signature

W. Owen Harrod PhD, AIA, LEED AP  
Printed Name

Senior Architect  
Title

COUNTY:

Williamson County, Texas

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

Bill Gravell, Jr.  
Printed Name

Williamson County Judge  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by A/E

Attachment C - Work Schedule

Attachment D - Fee Schedule

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

Williamson County will provide a Project Manager and any requested data that is in the County's control.

**Attachment B - Services to be Provided by A/E**

Please see next pages.



Date: 17 April 2019  
Subject: Professional Services Agreement  
Project: Williamson County Sheriff's Training Center Improvements  
Owner: Williamson County  
Contact: Bob Lubecker, Project Manager  
512-943-1625  
Address: Williamson County  
3101 SE Inner Loop  
Georgetown, Texas 78626

Enclosures: Attachment A: Breakdown of Fees  
Attachment B: Encotech Proposal  
Attachment C: Jose I. Guerra Proposal  
Attachment D: Limits of Survey

Williamson County (Owner) has requested a proposal from MWM DesignGroup (MWM) and its subconsultants for improvements to the existing Williamson County Sheriff's Office Training Center located at 8160 Chandler Road in Georgetown, Texas.

#### **SUMMARY OF PROJECT ELEMENTS**

The project shall consist of the following elements:

##### **New Vehicle Storage Building**

Design of a new approximately 30'x36' vehicle storage building. This will be a fully enclosed, conditioned building. Building will be conditioned but will not contain any plumbing facilities. Building will utilize a pre-engineered metal building (PEMB) structural system with a decorative cladding, specification TBD, sympathetic to that of the adjacent Sheriff's Training Center.

##### **Ammunition Storage Building**

Design of a slab and electrical services for a 20'x30' prefabricated ammunition storage building. Building will be a standard design furnished by Armag Corporation, for which no project specific architectural design will be provided.

##### **Screen Wall**

Design for the demolition and removal of the existing screen wall fronting Chandler Road and preparation of design criteria and performance specifications for the installation of a turnkey replacement consisting of a Fenccrete America or similar modular system. Professional services shall include design for the coordination of the screen wall with existing site improvements and with a site perimeter fence for which design criteria will also be provided. Design services shall include specification of personnel and vehicle gates and coordination of electrical service for the existing vehicle gate, should this gate be relocated as part of the screen wall project. Detailed structural design of the screen wall and fencing shall be the responsibility of the installer.



In order to facilitate the installation of the new screen wall, MWM will, on the basis of the preferred design solution for the wall, conduct surveying services as described below.

## **SUMMARY OF PROFESSIONAL SERVICES**

All professional services will be provided by MWM in accordance with the General and Supplemental Terms and Conditions of the Agreement, clarified as follows.

### Schematic Design Phase

Upon NTP, MWM shall work with Owner to determine preferred preliminary designs for the project elements and on the basis thereof complete Schematic Design documents, including plans and specifications, for the project. One formal submittal of documents will be made at the end of Schematic Design Phase (30% Design Phase). This phase includes not more than two formal meetings with project stakeholders. This phase includes a cost estimate on the basis of parametric cost data. The Schematic Design submittal will not include detailed structural, mechanical, electrical, or plumbing design.

It is anticipated that SD phase will take 30 (calendar) days exclusive of the timeline for Owner review of the 30% submittal.

### Survey Phase

Survey services shall be limited to the portion of ROW approximately shown on Exhibit "A" and will be provided in accordance with the following:

1. Establish horizontal control as necessary to perform survey. Control shall be based on State Plane, Central Zone NAD 83(2011) and NAVD 88. Provide a minimum of two horizontal control points for use as construction baseline.
2. Obtain and review available plats, deeds and maps pertaining to subject tract and adjoining properties.
3. Locate existing monumentation sufficient to re-establish ROW line.
4. Perform calculations and analysis to re-establish ROW line.
5. Field stake/flag unmonumented Pc's, Pt's and PI's of existing ROW.
6. Provide existing ground profile along proposed fence alignment.

Provide a sketch showing data outlined above.

Services can begin as soon as written authorization is received and can be completed in about 21 days (predicated upon suitable weather conditions). Survey services can proceed concurrently with the DD phase (see below).



### Design Development

One formal submittal of documents for Owner review shall be made at the conclusion of the Design Development Phase (60% Design Phase). The submittal shall include a project manual and drawings from all disciplines, including structural, civil, mechanical, and electrical engineers.

This phase includes not more than two formal meetings with project stakeholders. This phase includes an updated cost estimate. It is anticipated that DD phase will take 30 (calendar) days exclusive of the timeline for Owner review of the 30% submittal.

### Construction Documents

Two formal submittals of documents for Owner review shall be made during the Construction Documents Phase, nominally at 90% and 100% completion of the design, for QA/QC review and coordination with the procurement documents. The submittals shall include a project manual and drawings.

This phase includes an updated cost estimate. This phase includes not more than two formal meetings with project stakeholders.

It is anticipated that CD phase will take 45 (calendar) days exclusive of the timeline for Owner reviews of the 90% and 100% submittals.

### Permitting

This proposal includes preparation and submittal of applications and supporting documentation for building and site plan correction. This proposal does not include payment of permit fees nor does it include as basic services processing of waivers, variances, or requests for alternative compliance.

For this project compliance with applicable laws, rules and regulations is understood to include securing regulatory approval from Williamson County.

Permit and review fees are not included in this proposal.

### Bid and Award Phase Service

This proposal assumes the project will be bid in one package. This proposal presumes not more than one project pre-bid conference meeting, in total, will be scheduled for this phase.

### Construction Phase Services

MWM will perform basic construction administration services. This proposal includes not more than eight bi-weekly project construction meetings, site visits, site observations, and walkthroughs, in total, which will be scheduled for this phase at times and locations to be agreed upon by MWM and



Owner, including meetings more specifically described elsewhere (e.g. preconstruction conference and progress meetings). MWM shall arrange the presence of other members of the design team (e.g. civil, structural, and MEP engineers) only at those site visits relevant to their individual design responsibilities: not all members of the design team will be present at all site visits and meetings.

Site visits and site observations will be conducted in conjunction with project construction meetings, for the purposes of confirming that the contractor is proceeding in ostensible compliance with the approved Construction Documents. Periodic reports will be issued by MWM only for the sites visited, although MWM may issue at its discretion supplemental memoranda and observation reports. Site visits shall include observations of the work at project milestones to be agreed upon by Owner and MWM and identified in the project manual as required special inspections.

This proposal presumes a total construction duration of not more 6 months, allowing for staggered timelines for individual project elements.

Post-Construction Phase Services

For the project, MWM will perform limited Post-Construction phase services, including provision of a warranty walk-through and deficiency report on (or about) the first anniversary of substantial completion. This proposal presumes not more than one project post-construction meetings, in total, will be scheduled for this phase or as otherwise requested by Owner.

**SCHEDULE OF COMPENSATION**

The project shall be invoiced on an hourly basis, in accordance with the following summary:

|  | MWM DesignGroup |                     | Subconsultants |                     | Subtotal by Phase |                     |
|--|-----------------|---------------------|----------------|---------------------|-------------------|---------------------|
|  | Hours           | Fee                 | Hours          | Fee                 | Hours             | Fee                 |
| <b>Schematic Design</b>                  | 43.00           | \$ 4,455.00         |                | \$ -                |                   | \$ 4,455.00         |
| <b>Survey Phase ROW</b>                  | 40.00           | \$ 6,571.00         |                | \$ -                |                   | \$ 6,571.00         |
| <b>Survey Phase Profile</b>              | 15.00           | \$ 2,552.00         |                | \$ -                |                   | \$ 2,552.00         |
| <b>Design Development</b>                | 47.00           | \$ 4,945.00         |                | \$ 6,850.00         |                   | \$ 11,795.00        |
| <b>Construction Documents</b>            | 94.00           | \$ 10,120.00        |                | \$ 21,997.00        |                   | \$ 32,117.00        |
| <b>Bid-Award-Execution</b>               | 4.50            | \$ 697.50           |                | \$ 1,540.00         |                   | \$ 2,237.50         |
| <b>Construction Phase</b>                | 40.50           | \$ 5,967.50         |                | \$ 8,820.00         |                   | \$ 14,787.50        |
| <b>Post-Construction Phase</b>           | 4.00            | \$ 620.00           |                | \$ 740.00           |                   | \$ 1,360.00         |
| <b>TOTALS</b>                            | <b>288.00</b>   | <b>\$ 35,928.00</b> |                | <b>\$ 39,947.00</b> |                   | <b>\$ 75,875.00</b> |
| <b>Reimbursible Expenses (Allowance)</b> |                 | <b>\$ 3,000.00</b>  |                | <b>\$ -</b>         |                   | <b>\$ 3,000.00</b>  |

Invoices will be issued monthly (or as project conditions dictate) in accordance with ARTICLE 5 of the prime agreement.

Reimbursable Allowance is designated in accordance with EXHIBIT E of the prime agreement. The Reimbursable Allowance shall specifically apply to the printing, binding, and publication of the Deliverables prepared under this proposal, up to the value of the allowance.

**GEOTECHNICAL ENGINEERING**

At the request of Client, project elements will be designed on the basis of the geotechnical reports prepared for the existing Sheriff’s Office Training Center.



## TDLR

The project is required to be reviewed and inspected by a State Licensed Registered Accessibility Specialist (RAS). MWM will retain the services of a RAS, with fees projected between \$1,200 and \$2,500 to be paid by MWM as reimbursable expenses.

## ADDITIONAL SERVICES

Any and all additional services will require written consent by both parties and will be billed at the hourly rates cited in the A/E Professional Services Agreement.

## ASSUMPTIONS

This proposal has been prepared in accordance with the following assumptions, made in good faith, in conjunction with conversations with Client. Should any of these assumptions be proven invalid, additional services or contract modifications may be required.

1. Project is located in an unincorporated area of Williamson County.
2. Design documents for the four project elements will be prepared as a single coordinated set of construction documents for issuance as a single construction project. Although the project elements may be issued as separate stand-alone projects, doing will necessitate additional services to this agreement.

## EXCLUDED SERVICES

Services that are not provided for in this Agreement specifically include but are not limited to: hazardous building material assessments; hazardous building material abatement plans; professional services pertaining to LEED registration; processing of waivers and/or variances; construction material testing; obtaining title commitments, title and easement report(s) or abstracts of title; detailed topographic survey (other than establishment of ground profile for screen wall installation; location of surface improvements; tree survey; research and mapping of underground utilities; survey in support of geotechnical investigation services provided by others; survey in support of SUE services provided by others; surveys in support of environmental surveys performed by others; construction phase surveying and professional services other than as are specifically enumerated under SUMMARY OF PROFESSIONAL SERVICES above. Such services may be performed as Additional Services to this Agreement, if authorized by Client.

## RESPONSIBILITY OF OTHERS

In accordance with accepted professional practice it is the responsibility of Client to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site that are beyond the scope of the professional engineering services described in this document. Concealed existing conditions may materially alter the scope of the project in a manner not provided for in this contract. Likewise, active or pending legal disputes involving property ownership, environmental status, governmental or departmental jurisdiction, prior permits, or similar matters may



complicate the project in a manner that could not reasonably be anticipated at this time. Any change to the scope of the project required by such conditions as are listed above, or any duplication of services necessitated thereby, may be considered grounds for contract modification or an additional services Agreement.

#### TEXAS BOARD OF ARCHITECTURAL EXAMINERS

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas 78758, telephone (512) 458-1363, has jurisdiction over individuals licensed under the Architectural Registration Law, Texas Civil Statutes, Article 249a.

#### LAND SURVEYING

Complaints on the land surveying services provided by MWM DesignGroup can be directed to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263. MWM DesignGroup TBPLS Firm Registration No.: 10065600.

Approved:

A handwritten signature in blue ink, appearing to read 'W.O. [unclear]', written over a horizontal line.

MWM DesignGroup, Inc.

16 April 2019

Date

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 1 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

**MWM DesignGroup Billable Rates**

| Labor Categories |                    |                  |                       |                      |            |
|------------------|--------------------|------------------|-----------------------|----------------------|------------|
| PRINCIPAL        | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN |
| \$290.00         | \$210.00           | \$155.00         | \$125.00              | \$90.00              | \$75.00    |

**Professional Fees per Phase (see attached Backup)**

|                                   | MWM DesignGroup |                     | Subconsultants |                     | Subtotal by Phase |                     |
|-----------------------------------|-----------------|---------------------|----------------|---------------------|-------------------|---------------------|
|                                   | Hours           | Fee                 | Hours          | Fee                 | Hours             | Fee                 |
| Schematic Design                  | 43.00           | \$ 4,455.00         |                | \$ -                |                   | \$ 4,455.00         |
| Survey Phase ROW                  | 40.00           | \$ 6,571.00         |                | \$ -                |                   | \$ 6,571.00         |
| Survey Phase Profile              | 15.00           | \$ 2,552.00         |                | \$ -                |                   | \$ 2,552.00         |
| Design Development                | 47.00           | \$ 4,945.00         |                | \$ 6,850.00         |                   | \$ 11,795.00        |
| Construction Documents            | 94.00           | \$ 10,120.00        |                | \$ 21,997.00        |                   | \$ 32,117.00        |
| Bid-Award-Execution               | 4.50            | \$ 697.50           |                | \$ 1,540.00         |                   | \$ 2,237.50         |
| Construction Phase                | 40.50           | \$ 5,967.50         |                | \$ 8,820.00         |                   | \$ 14,787.50        |
| Post-Construction Phase           | 4.00            | \$ 620.00           |                | \$ 740.00           |                   | \$ 1,360.00         |
| <b>TOTALS</b>                     | <b>288.00</b>   | <b>\$ 35,928.00</b> |                | <b>\$ 39,947.00</b> |                   | <b>\$ 75,875.00</b> |
| Reimbursible Expenses (Allowance) |                 | \$ 3,000.00         |                | \$ -                |                   | \$ 3,000.00         |

**Primary Subconsultant Fees per Phase (see attached Backup)**

|                                   | Jose Guerra |                     | Encotech |                     | Subtotal by Phase |                     |
|-----------------------------------|-------------|---------------------|----------|---------------------|-------------------|---------------------|
|                                   | Hours       | Fee                 | Hours    | Fee                 | Hours             | Fee                 |
| Schematic Design                  |             | \$ -                |          | \$ -                |                   | \$ -                |
| Design Development                |             | \$ 6,850.00         |          | \$ -                |                   | \$ 6,850.00         |
| Construction Documents            |             | \$ 8,497.00         |          | \$ 13,500.00        |                   | \$ 21,997.00        |
| Bid-Award-Execution               |             | \$ 740.00           |          | \$ 800.00           |                   | \$ 1,540.00         |
| Construction Phase                |             | \$ 5,320.00         |          | \$ 3,500.00         |                   | \$ 8,820.00         |
| Post-Construction Phase           |             | \$ 740.00           |          | \$ -                |                   | \$ 740.00           |
| <b>TOTALS</b>                     | <b>-</b>    | <b>\$ 22,147.00</b> | <b>-</b> | <b>\$ 17,800.00</b> |                   | <b>\$ 39,947.00</b> |
| Reimbursible Expenses (Allowance) |             | \$ -                |          | \$ -                |                   | \$ -                |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 2 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION  | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL       |
|---|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-------------|
| <b>Design Phase Services - Schematic Design</b>   |                            |           |                    |                  |                       |                      |            |             |
| Attend each project design meeting (2 meetings)   | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00        |
| Investigate alternatives, question assumptions and research approaches to optimize building performance (integral with preparation of schematic design) | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00        |
| Completion and documentation of internal QAQC review and response   | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00        |
| Prepare, for approval by the OWNER, Schematic Design Documents  | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 32.00                | 0.00       | 33.00       |
| Prepare preliminary specifications for the OWNER's review   | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 2.00                 | 0.00       | 3.00        |
| <b>Hours Subtotal</b>   |                            | 0.00      | 0.00               | 9.00             | 0.00                  | 34.00                | 0.00       | 43.00       |
| <b>Subtotal (hours * rate)</b>  |                            | \$ -      | \$ -               | \$ 1,395.00      | \$ -                  | \$ 3,060.00          | \$ -       | \$ 4,455.00 |

FEE BREAKDOWN

EXHIBIT "A"

DATE: 4/16/2018  
 CLIENT: Williamson County  
 JOB NAME: ROW Staking for Sidewalk

| TASK                     | PM | RPLS | TECH. | SURVEY CREW |
|--------------------------|----|------|-------|-------------|
| <b>FIELD</b>             |    |      |       |             |
| SET PANELS               |    |      |       |             |
| GPS CONTROL/RTK          |    | 1    |       | 3           |
| HORIZONTAL CONTROL       | 1  |      |       | 3           |
| VERTICAL CONTROL         |    |      |       |             |
| IP SEARCH                | 1  | 1    |       | 8           |
| TOPO                     |    |      |       |             |
| MH/INLET INVERTS         |    |      |       |             |
| STAKE ROW                |    | 2    |       | 3           |
| SET IP'S                 |    |      |       |             |
| BORE HOLES               |    |      |       |             |
| CEF/OHWM                 |    |      |       |             |
| CHANNEL X-SECS           |    |      |       |             |
| TRAVEL                   |    |      |       | 4           |
| <b>OFFICE</b>            |    |      |       |             |
| PROCESS FIELD DATA       |    | 1    |       |             |
| Texas811                 |    |      |       |             |
| PLATS/DEEDS/MAPS SEARCH  | 1  | 2    |       |             |
| PLATS & DEED CAD         |    | 2    |       |             |
| BOUNDARY ANALYZE/ADJUST  | 1  | 4    |       |             |
| CLOSURE/AREA CALCS.      |    |      |       |             |
| PARCEL PLAT/SUREY SKETCH |    | 2    |       |             |
| LEGAL DESCRIPTION        |    |      |       |             |
| QA_QC                    |    |      |       |             |
| TITLE LETTER             |    |      |       |             |
| RPLS                     |    |      |       |             |
| CLERICAL                 |    |      |       |             |
| PROJ. MANAGER            |    |      |       |             |
| TOTAL HOURS              | 4  | 15   | 0     | 21          |

|                   |                   |                   |               |                   |
|-------------------|-------------------|-------------------|---------------|-------------------|
| HOURLY RATE       | x\$274.00         | x\$141.00         | x\$103.00     | x\$160.00         |
| <b>SUB-TOTALS</b> | <b>\$1,096.00</b> | <b>\$2,115.00</b> | <b>\$0.00</b> | <b>\$3,360.00</b> |

**SUBTOTAL = \$6,571.00**

|                                  |                   |
|----------------------------------|-------------------|
| PLATS/DEEDS .....                | =                 |
| TITLE REPORT/deed research ..... | =                 |
| LANE CLOSURES .....              | =                 |
| AERIAL MAPPING .....             | =                 |
| LODGING .....                    | =                 |
| MEALS .....                      | =                 |
| MILEAGE .....                    | =                 |
| <b>TOTAL</b>                     | <b>\$6,571.00</b> |

FEE BREAKDOWN

EXHIBIT "A"

DATE: 4/16/2018  
 CLIENT: Williamson County  
 JOB NAME: ROW Staking for Sidewalk

| TASK                     | PM | RPLS | TECH. | SURVEY CREW |
|--------------------------|----|------|-------|-------------|
| <b>FIELD</b>             |    |      |       |             |
| SET PANELS               |    |      |       |             |
| GPS CONTROL/RTK          |    |      |       |             |
| HORIZONTAL CONTROL       |    |      |       |             |
| VERTICAL CONTROL         |    | 1    |       | 3           |
| IP SEARCH                |    |      |       |             |
| TOPO Profile             |    | 1    |       | 4           |
| MH/INLET INVERTS         |    |      |       |             |
| STAKE ROW                |    |      |       |             |
| SET IP'S                 |    |      |       |             |
| BORE HOLES               |    |      |       |             |
| CEF/OHWM                 |    |      |       |             |
| CHANNEL X-SECS           |    |      |       |             |
| TRAVEL                   |    |      |       | 2           |
|                          |    |      |       |             |
| <b>OFFICE</b>            |    |      |       |             |
| PROCESS FIELD DATA       |    | 1    |       |             |
| Texas811                 |    |      |       |             |
| PLATS/DEEDS/MAPS SEARCH  |    |      |       |             |
| PLATS & DEED CAD         |    |      |       |             |
| BOUNDARY ANALYZE/ADJUST  |    |      |       |             |
| CLOSURE/AREA CALCS.      |    |      |       |             |
| PARCEL PLAT/SUREY SKETCH |    | 1    |       |             |
| LEGAL DESCRIPTION        |    |      |       |             |
| QA_QC                    |    |      |       |             |
| TITLE LETTER             |    |      |       |             |
| RPLS                     |    |      |       |             |
| CLERICAL                 |    |      |       |             |
| PROJ. MANAGER            | 2  |      |       |             |
|                          |    |      |       |             |
| TOTAL HOURS              | 2  | 4    | 0     | 9           |

|                   |                 |                 |               |                   |
|-------------------|-----------------|-----------------|---------------|-------------------|
| HOURLY RATE       | x\$274.00       | x\$141.00       | x\$103.00     | x\$160.00         |
| <b>SUB-TOTALS</b> | <b>\$548.00</b> | <b>\$564.00</b> | <b>\$0.00</b> | <b>\$1,440.00</b> |

**SUBTOTAL = \$2,552.00**

|                                  |                   |
|----------------------------------|-------------------|
| PLATS/DEEDS .....                | =                 |
| TITLE REPORT/deed research ..... | =                 |
| LANE CLOSURES .....              | =                 |
| AERIAL MAPPING .....             | =                 |
| LODGING .....                    | =                 |
| MEALS .....                      | =                 |
| MILEAGE .....                    | =                 |
| <b>TOTAL</b>                     | <b>\$2,552.00</b> |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 5 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION  | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL       |
|---|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-------------|
| <b>Design Phase Services - Design Development</b>           |                            |           |                    |                  |                       |                      |            |             |
| Attend each project design meeting                          | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00        |
| Prepare for OWNER's approval, Design Development Documents  | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 32.00                | 0.00       | 36.00       |
| Prepare detailed specifications and to the OWNER for review | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 4.00                 | 0.00       | 5.00        |
| Prepare Class B Opinion of Probable Construction Cost       | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00        |
| <b>Hours Subtotal</b>                                       |                            | 0.00      | 0.00               | 11.00            | 0.00                  | 36.00                | 0.00       | 47.00       |
| <b>Subtotal (hours * rate)</b>                              |                            | \$ -      | \$ -               | \$ 1,705.00      | \$ -                  | \$ 3,240.00          | \$ -       | \$ 4,945.00 |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 6 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION  | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL        |
|---|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|--------------|
| <b>Design Phase Services - Construction Documents</b>   |                            |           |                    |                  |                       |                      |            |              |
| Attend each project design meeting  | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00         |
| Assist OWNER with selection of colors for finishes, furniture, equipment, etc.                          | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00         |
| Investigate alternatives, question assumptions and research approaches to optimize building performance | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00         |
| prepare Construction Documents in compliance with the OWNER's requirements                              | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 64.00                | 0.00       | 66.00        |
| Record the major proceedings of each meeting with TDLR and submit reports                               | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00         |
| Furnish five sets of Construction Documents at two intervals for OWNER review                           | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00         |
| Prepare Class A Opinion of Probable Construction Cost   | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00         |
| Make final modifications and corrections to Construction Documents                                      | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 2.00                 | 0.00       | 4.00         |
| Building Permit processing  | Y                          | 0.00      | 0.00               | 8.00             | 0.00                  | 0.00                 | 2.00       | 10.00        |
| Furnish Bid Documents to OWNER at least 14 days prior to advertisement                                  | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00         |
| <b>Hours Subtotal</b>   |                            | 0.00      | 0.00               | 26.00            | 0.00                  | 66.00                | 2.00       | 94.00        |
| <b>Subtotal (hours * rate)</b>  |                            | \$ -      | \$ -               | \$ 4,030.00      | \$ -                  | \$ 5,940.00          | \$ 150.00  | \$ 10,120.00 |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 7 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION                          |  | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL     |
|---|--|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-----------|
| <b>Bid-Award-Execution Phase Services</b> |  |                            |           |                    |                  |                       |                      |            |           |
|   | Participate in or conduct a pre-bid conference | Y                          | 0.00      | 0.00               | 1.50             | 0.00                  | 0.00                 | 0.00       | 1.50      |
|   | Prepare addenda                                | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00      |
|   | Attend bid opening                             | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00      |
| <b>Hours Subtotal</b>                     |  |                            | 0.00      | 0.00               | 4.50             | 0.00                  | 0.00                 | 0.00       | 4.50      |
| <b>Subtotal (hours * rate)</b>            |  |                            | \$ -      | \$ -               | \$ 697.50        | \$ -                  | \$ -                 | \$ -       | \$ 697.50 |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 8 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION                   |   | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL       |
|------------------------------------|---|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-------------|
| <b>Construction Phase Services</b> |   |                            |           |                    |                  |                       |                      |            |             |
|                                    | Attend and draft complete minutes of each project construction meeting        | Y                          | 0.00      | 0.00               | 24.00            | 0.00                  | 0.00                 | 0.00       | 24.00       |
|                                    | Participate in and document the proceedings of the preconstruction conference | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00        |
|                                    | Visit the site to observe the progress and quality of the work                | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00        |
|                                    | Review and evaluate the Contractor's Applications for Payment                 | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00        |
|                                    | Respond within 7 days to all equests for information, claims, disputes...     | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00        |
|                                    | Review, approve, or take other appropriate action upon Contractor submittals  | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 2.00       | 6.00        |
|                                    | Within twenty-four (24) hours of the OWNER's inspection, provide punchlist    | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00        |
|                                    | Prepare and issue a certificate of Substantial Completion within 3 days       | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00        |
|                                    | Make an on-site review within 7 days of notice of final completion            | Y                          | 0.00      | 0.00               | 1.50             | 0.00                  | 0.00                 | 0.00       | 1.50        |
| <b>Hours Subtotal</b>              |   |                            | 0.00      | 0.00               | 38.50            | 0.00                  | 0.00                 | 2.00       | 40.50       |
| <b>Subtotal (hours * rate)</b>     |   |                            | \$ -      | \$ -               | \$ 5,967.50      | \$ -                  | \$ -                 | \$ 150     | \$ 5,967.50 |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 9 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION   | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL     |
|--|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-----------|
| <b>Post-Construction Phase Services</b>  |                            |           |                    |                  |                       |                      |            |           |
| Assist and represent the OWNER with malfunctions or deficiencies of the Work       | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00      |
| Require subconsultants to provide assistance as stipulated in the approved RAP     | Y                          |           |                    |                  |                       |                      |            | 0.00      |
| Perform an on-site review of the Work at one year anniversary of completion        | Y                          | 0.00      | 0.00               | 1.50             | 0.00                  | 0.00                 | 0.00       | 1.50      |
| Prepare list of items needing correction and direct the Contractor to resolve them | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00      |
| After determining that deficiencies have been corrected, notify OWNER              | Y                          | 0.00      | 0.00               | 0.50             | 0.00                  | 0.00                 | 0.00       | 0.50      |
| <b>Hours Subtotal</b>  |                            | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00      |
| <b>Subtotal (hours * rate)</b>   |                            | \$ -      | \$ -               | \$ 620.00        | \$ -                  |                      | \$ -       | \$ 620.00 |

April 4, 2019

Owen Harrod  
Senior Project Architect, MWM Design Group  
305 East Huntland Drive  
Austin, TX 78752

P: (512) 453-0767  
E: owenh@mwmdesigngroup.com

**Re: Williamson County Sherriff's Facility —Hutto, TX**  
Mechanical & Electrical Engineering and Design Services  
Vehicle Building and Storage Building

Dear Owen,

Encotech Engineering Consultants, the "Engineer," is pleased to submit this proposal for services on the above referenced project to MWM Design Group, the "Client."

### **SCOPE**

Williamson County Sherriff's Facility , the "Project," consists of a new pre-fabricated ammunition storage building and a new vehicle storage building located on adjacent properties on Chandler Road in Hutto, TX.

The scope of work for the single story 20' x 30' prefabricated new ammunition storage building will be electrical only. The mechanical systems will already be installed, and no plumbing engineering and design services is required. The building's lights and receptacles will come prefabricated within as a "plug and play" application which will require a single connection from the site's utility power. It is understood that this building shall come equipped with a predesigned fire protection/fire suppression system designed by Others.

The scope of work for the new single story two bay vehicle storage building will be mechanical and electrical only. There is no plumbing engineering and design services required for this building.

Both buildings will be designed, permitted, and constructed as a single package/project. The estimated project schedule includes three (3) months for design and four (4) months for construction.

### **BASIC SERVICES**

Basic Services include engineering and design services to prepare design documents. Basic Services shall include:

1. Coordination with the Client to determine project requirements.
2. Review of the Client's drawings and advise the Client on any engineering-related issues and requirements.
3. Perform engineering calculations and design.
4. Attend periodic design coordination meetings not to exceed two (2).
5. Mechanical Design shall include the following for the vehicle storage building only:
  - a. Sizing and scheduling of single-zone HVAC equipment, including one (1) air-cooled split system and one (1) exhaust fan.
  - b. Design of ductwork.
  - c. Design and location of air registers, grills and temperature sensors.
  - d. HVAC details as necessary.
6. Electrical Design for the vehicle storage building and ammunition storage building shall include the following:
  - a. Lighting and power outlet layout and circuiting for the vehicle storage building, only.
  - b. Load analysis, service riser, panelboards, and wire sizing.
  - c. Coordination with local utility company for electrical service to the site.
  - d. Electrical details as necessary.
7. Make plan revisions via one (1) comprehensive set of comments as required by Owner.

8. Make plan revisions via one (1) comprehensive set of comments as required by the local jurisdiction during the City of Hutto, TX building plan review.
9. Provide the following deliverables:
  - a. Drawings in PDF format for the phases described below.
  - b. Specifications as notes on drawings.

| PHASE                                    | DRAWINGS | PERMITTED USE          |
|--|----------|------------------------|
| Construction Drawings and Specifications | Permit   | Permit                 |
|  | 100%     | Bidding & Construction |
| Bidding and Negotiations                 | Addenda  | Bidding & Construction |

**LIMITED CONSTRUCTION PHASE SERVICES**

1. Review of those submittals identified in the Engineer’s specifications.
2. Respond to Request for Information (RFI) documents.
3. Review shop drawings and submittals as requested by the Client.
4. Perform periodic site observation visits not to exceed two (2) MEP site observation visits. Provide written reports to the Client.
  - a. Reports shall list items observed which are not in compliance with the Contract Documents.
  - b. All reports shall be directed to the Client for Contract Administration.
  - c. Site visits will not be continuous nor exhaustive.
  - d. Site visits are not intended to be for generating contractor completion lists, but are for review of completed work to notify the Client against non-compliant work to the degree possible with limited reviews. The Engineer is not responsible for the Contractor's performance of the work. The Contractor is responsible for any deviation from the Contract Documents.
  - e. The Engineer shall not be responsible for the construction means, methods, techniques, sequences or procedures, safety precautions and programs.
  - f. The Engineer shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor’s or Subcontractor’s agents or employees, or any other persons performing any of the Work.

**ASSUMPTIONS AND CONDITIONS**

The scope of work services presented herein and associated fee amounts are based upon the Engineer's understanding of the proposed development. Changes in the project that affect the underlying contract assumptions may impact the required professional service fee.

Accordingly, the Engineer wishes to inform the Client and/or Owner that this proposal is based on the following documents, assumptions and conditions:

1. Scope described herein is based on email with scope description and link to downloadable files from MWM Design Group (“MWM”) dated March 13, 2019, as well as phone conversation between Owen Harrod (MWM) and Patrick Morrissey (ENCOTECH) on April 1, 2019.
2. Compensation shall be adjusted upwards if the building floor area increases.
3. Where required, the Client shall select lighting fixtures and submit the cut sheets to the Engineer.
4. The Client shall provide reflected ceiling plan layout and work with the Engineer on RCP revisions, electrical outlet locations and all plumbing and lighting fixtures.
5. All coordination with end user shall be performed by Client, and Encotech shall coordinate directly with Client.
6. Project will be designed concurrently with all areas of work indicated on a single package of drawings, and project is understood to be built as a single construction project (not phased).
7. MEP drawings will be prepared in AutoCAD.

**COMPENSATION**

The lump sum fee to provide Basic and Limited Construction Services shall be:

| <b>PHASE DESCRIPTION</b>   | <b>MEP</b>         |
|--|--------------------|
| 95% Construction Drawings & Specifications for Permit            | \$8,500.00         |
| 100% Construction Drawings & Specifications for Bid/Construction | \$5,000.00         |
| Bidding and Negotiations   | \$800.00           |
| Construction Administration                                      | \$3,500.00         |
| <b>TOTAL</b>   | <b>\$17,800.00</b> |

### **REIMBURSABLE**

Reimbursable expenses shall be invoiced at direct cost. These include, but are not limited to:

1. Reproduction of documents
2. Expedited shipping, mailing, courier expenses
3. Mileage outside the Austin area
4. Travel expenses such as vehicle rental, airfare, meals and lodging

### **ADDITIONAL SERVICES**

It is recognized that certain elements within the scope of engineering work cannot be accurately predetermined or controlled entirely by the Engineer. Therefore, such engineering work will be performed as Additional Services. All Additional Services shall be conducted on an hourly rate basis as per the rates table in the Williamson County 2019 Rotation List.

The Engineer will perform Additional Services only with written approval and agreement by the Client. Such work may include but not limited to:

1. Major revisions to work product once initially approved by the Client/Owner.
2. Redesign and drawing revisions due to change of scope after the issuance of Construction Drawings and Specifications.
3. Changes or increases in Project Scope or Scope of Engineering Services resulting from project Assumptions and Conditions as defined in the proposal which prove to be incorrect.
4. Any additional work not specifically included in this Scope of Services.
5. Work required by the enactment or revisions of codes, laws or regulations after the preparation of documents.
6. Work resulting from corrections or revisions required because of errors or omissions in construction by the contractor or subcontractors.
7. Work associated with the preparation of as-built drawings.
8. Value Engineering Services.
9. Building Commissioning.
10. Energy Modeling.

### **EXCLUSIONS**

Services that are not provided for in this Agreement specifically include, but are not limited to:

1. Means and Methods of Construction.
2. Code-required testing and special inspections shall be by a separate contract between the owner and a designated engineering testing laboratory.
3. Other services or expenses which may become necessary for the completion of this project which are not reasonably anticipatable at this time.
4. Civil Engineer shall design all site utilities. The Engineer's plumbing scope shall be limited to the building interior only and five feet beyond.
5. Design of Security, Telephone and CCTV Systems, Fiber Optics, Computer Network Systems and any other special systems are not in our scope of work. The Engineer will coordinate power to such systems if load information is provided in advance by the Owner/Client.
6. Fire Sprinkler and Fire Alarm System Design are outside the scope of this proposal. For the Vehicle Storage Building, the Engineer will indicate the location of the Fire Riser in the fire sprinkler room. The Engineer will coordinate power to such systems if load information is provided in advance by Owner/Client. The Engineer will provide unsealed performance specifications for Fire Protection and Fire Alarm; these specifications will be included in the engineering bid package for the purposes of distribution to a licensed Contractor who will in turn provide a bid for such services. The awarded Contractor shall ultimately be responsible for the detailed design of such systems, including device quantities, device layout in conjunction with the Architectural plans and intended usage for each room, pipe sizing, pipe routing, Fire Pump

sizing (if determined to be required by the awarded Contractor), field coordination with all trades, etc. It is understood that the Ammunition Storage Building shall come pre-equipped with a predesigned Fire Protection and Fire Alarm system; hence, it is understood that the Engineer's performance specifications shall not be required for the Ammunition Storage Building.

7. Design of Sand Traps, Septic Systems, and Lift Stations. The Engineer will coordinate power to such systems if load information is provided in advance by Client.
8. Underbuilding drainage design shall be by the Civil Engineer.
9. Detailed quantity takes-offs or estimates of construction cost are outside of Encotech's scope of services.
10. Emergency power services (generator, UPS, etc).
11. MEP work associated with the new wall described in email from MWM Design Group ("MWM") dated March 13, 2019 shall not be required per phone conversation between Owen Harrod (MWM) and Patrick Morrissey (ENCOTECH) on April 1, 2019.
12. This project shall not be a LEED project.
13. Structural design shall be by Others and is not included.

#### **CLIENT PROVIDED SERVICES**

1. The Client/Owner shall furnish the Engineer with full information as to the Client/Owner project requirements including special considerations or special services needed, and also to make available all project pertinent data.
2. The Client/Owner shall furnish the Engineer with existing building and site drawings if available.
3. Electronic backgrounds shall be provided to the Engineer in AutoCAD (DWG or DXF) format or Revit (RVT) format. Backgrounds should be drawn in actual size and should not be scaled up or down. Backgrounds should include the Client's Title Block and its required fonts and logos. Architectural backgrounds should include building plans, building sections, roof plan, RCP, wall sections, and awning/overhead structure details if applicable.
4. Client shall provide building and specialty equipment cut sheets with utility requirements (voltage, amperage, phase, watts, GPM, BTUs, heat generation, etc.) prior to commencing design.
5. Client shall provide Engineer with a full set of progress drawings in PDF format at the completion of each design phase.
6. The Client shall be responsible for final printing and distribution of Construction Drawings and Specifications.

#### **RESPONSIBILITY OF OTHERS**

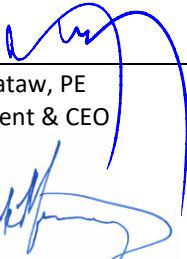
In accordance with accepted professional practice it is the responsibility of the Owner to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site/building that are beyond the scope of the professional engineering services described in this document. Certain unusual or unforeseeable conditions may materially alter the scope of the project in a manner not provided for in this contract.

If the project is cancelled prior to completion of project design, then the Engineer shall be paid for percentage of work completed up to the date of cancellation.


Please call us if you have any questions. Thank you for the opportunity to work with you.

Sincerely,

Agreed and Accepted by Authorized Corporate Officer of:

  
\_\_\_\_\_  
Ali Khataw, PE  
President & CEO

\_\_\_\_\_  
Legal Entity Name

  
\_\_\_\_\_  
Patrick Morrissey, PE, LEED AP  
Associate Principal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## RATE SCHEDULE

| ENCOTECH ENGINEERING CONSULTANTS | HOURLY<br>RATE | TX REGISTRATION NO.<br>F-1141 |
|----------------------------------|----------------|-------------------------------|
| PRINCIPAL:                       | \$ 300.00      |                               |
| PROJECT ENGINEER VI:             | \$ 265.00      |                               |
| PROJECT ENGINEER V:              | \$ 230.00      |                               |
| PROJECT ENGINEER IV:             | \$ 210.00      |                               |
| PROJECT ENGINEER III:            | \$ 185.00      |                               |
| PROJECT ENGINEER II:             | \$ 155.00      |                               |
| PROJECT MANAGER II:              | \$ 155.00      |                               |
| PROJECT MANAGER I:               | \$ 135.00      |                               |
| GRADUATE ENGINEER V:             | \$ 125.00      |                               |
| GRADUATE ENGINEER IV:            | \$ 115.00      |                               |
| GRADUATE ENGINEER III:           | \$ 110.00      |                               |
| GRADUATE ENGINEER II:            | \$ 105.00      |                               |
| GRADUATE ENGINEER I:             | \$ 100.00      |                               |
| CAD / DESIGNER III:              | \$ 116.10      |                               |
| ADMINISTRATIVE I:                | \$ 70.00       |                               |

April 3, 2019

Dr. Owen Harrod  
MWM Design Group  
305 E. Huntland Drive Suite 200  
Austin, Texas 78752

Re: Williamson County Sheriff's Office Training Center  
Williamson County Small Project Architectural Services  
Hutto, Texas

Dear Dr. Harrod:

Jose I. Guerra, Inc. (Guerra) is pleased to submit our proposal to provide Consulting Structural Engineering Services for the above referenced project.

Sheriff's Office Training Center Facilities – Structural

The Scope of Work is based upon the information e-mailed to our office on March 13, 2019. The new facilities include:

1. Foundations and slab for a 30ft x 36ft (approx.) prefabricated, enclosed vehicle storage building;
2. Foundations and slab for a 20ft x 30ft (approx.) prefabricated ammunition storage building;
3. Foundations for the prefabricated screen walls. Note the screen walls will be provided by a screen wall vendor.

**A. Scope of Work**

General

- Specifications will be presented in book form and CSI format.
- AutoCad plans will be provided by MWM DesignGroup (MWM) for use by Guerra in developing the design/construction drawings.
- Construction drawings will be prepared using AutoCad 2019.
- Note as-built drawings of the existing structures on site, if any, are required.
- All final construction documents are to be stamped and signed by Texas State Licensed Professional Engineers.
- One (1) site visit to verify existing conditions.

- One (1) Design/Review Meeting with MWM DesignGroup and/or Williamson County staff is included in our scope of work.
- Preparation and submission of three (3) deliverable packages is included in our scope of work..
- Engineering consultation during bidding/construction, shop drawing review and engineering representation for up to four (4) on-site construction observation visit is included in our scope of work.
- One (1) warranty phase site walk-through.
- This proposal is based on the assumption that a complete and accurate geotechnical report intended for this project will be provided to Guerra for use in developing the foundation design.

Services Not Included:

- Special inspection services as defined by the International and Uniform Building Codes.
- Testing (destructive or non-destructive) of system materials or components.
- Preparation of detailed construction cost estimates.
- Attendance at Public Outreach Meetings
- Plan check processing and permitting through governmental agencies.

Compensation

The Scope of Work defined above will be performed on an hourly, not-to-exceed basis as detailed in the attached Fee Estimate Worksheet, and as summarized below:

|   |                           |
|---|---------------------------|
| <b>Design Phase Services</b>                                    | <b>\$ 15,347.00</b>       |
| <b>Bidding Phase Services</b>                                   | <b>\$ 740.00</b>          |
| <b><u>Construction and Post-Construction Phase Services</u></b> | <b><u>\$ 6,060.00</u></b> |
| <b>Total Fee</b>  | <b>\$ 22,147.00</b>       |

Project-related reimbursable expenses such as delivery service, printing, etc. are not included in the above fees nor anticipated.

Additional services, if required and requested in writing by your office, will be negotiated prior to commencing added scope of work.

Invoices will be submitted monthly and will be due and payable in accordance with the prime agreement between MWM and the Williamson County.

Jose I. Guerra, Inc. is committed to providing high quality and responsive consulting engineering services. We welcome this opportunity and look forward to continuing our successful relationship with MWM.

If this proposal is satisfactory, please sign and return a copy of this letter for our records. This proposal is good for 60 calendar days from the submitted date above.

Respectfully submitted,  
JOSE I. GUERRA, INC.



Yan Cheung, P.E.  
Project Manager/Senior Structural Project Engineer

Attachments:

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT A

### Hourly Rate Schedule Williamson County January 1, 2019

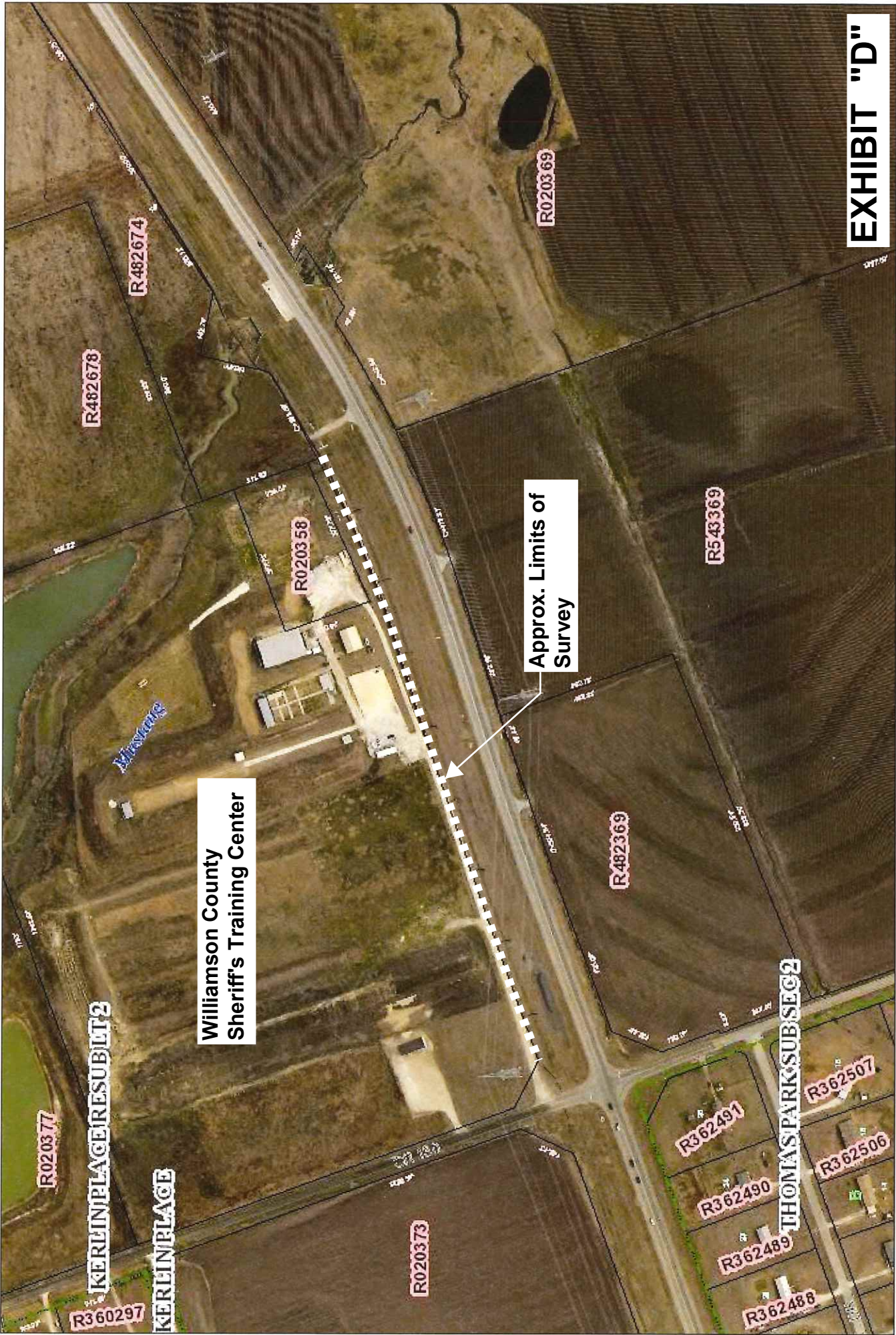
|                           |          |
|---------------------------|----------|
| Principal                 | \$225.00 |
| Senior Project Manager    | \$185.00 |
| Senior Project Engineer   | \$185.00 |
| Project Manager           | \$158.00 |
| Project Engineer          | \$158.00 |
| Senior Design Engineer    | \$145.00 |
| Senior Designer           | \$120.00 |
| Design Engineer           | \$110.00 |
| Designer                  | \$100.00 |
| CAD/BIM Manager           | \$ 95.50 |
| Senior CAD/BIM Technician | \$ 85.00 |
| CAD/BIM Technician        | \$ 80.00 |
| Administrative Assistant  | \$ 74.00 |
| Expert Witness Testimony  | \$290.00 |

**SUB CONSULTANT - FEE ESTIMATE WORKSHEET**  
**HOURLY BY TASK LABOR BREAKDOWN**

Williamson County Small Project Architectural Services  
 Sheriff's Office Training Center Facility, Design/Bid/CA  
 Date 4/3/2019

Sub Consultant Name: **Jose I. Guerra, Inc.**  
 Discipline Services Provided: **Structural Engineering**  
 MBE/WBE Certification/Gender Ethnicity: **MDB / MH**

| TASK                            | TASK NAME                                     | Principal | Senior Project Manager | Senior Project Engineer | Senior Design Engineer | Design Engineer | CAD/BIM Manager   | Senior CAD/BIM Technician | CADD/BIM Technician | Administrative Assistant | TOTAL \$           |                    |
|---------------------------------|---|-----------|------------------------|-------------------------|------------------------|-----------------|-------------------|---------------------------|---------------------|--------------------------|--------------------|--------------------|
|                                 |   | Hrs.      | Hrs.                   | Hrs.                    | Hrs.                   | Hrs.            | Hrs.              | Hrs.                      | Hrs.                | Hrs.                     |                    |                    |
|                                 | Williamson County Approved Rates/Hr           | \$225.00  | \$185.00               | \$185.00                | \$445.00               | \$710.00        | \$95.50           | \$85.00                   | \$80.00             | \$74.00                  |                    |                    |
| 1                               | Design Development                            |           |                        |                         |                        |                 |                   |                           |                     |                          |                    |                    |
| 1.1                             | Design/Review Meetings (1)                    | \$0.00    | \$555.00               | \$0.00                  | \$0.00                 | \$0.00          | \$0.00            | \$0.00                    | \$0.00              | \$0.00                   | \$555.00           |                    |
| 1.2                             | Site visit to verify existing conditions (1)  | \$0.00    | \$555.00               | \$0.00                  | \$0.00                 | \$0.00          | \$0.00            | \$0.00                    | \$0.00              | \$0.00                   | \$555.00           |                    |
| 1.3                             | Submittal (1) and address review comments     | \$0.00    | \$1,850.00             | \$0.00                  | \$0.00                 | \$1,980.00      | \$1,910.00        | \$0.00                    | \$0.00              | \$0.00                   | \$5,740.00         |                    |
| 2                               | Construction Documents                        |           |                        |                         |                        |                 |                   |                           |                     |                          |                    |                    |
| 2.1                             | Submittal (2) and address review comments     | \$225.00  | \$2,590.00             | \$0.00                  | \$0.00                 | \$2,860.00      | \$2,674.00        | \$0.00                    | \$0.00              | \$148.00                 | \$8,497.00         |                    |
|                                 | <b>Sub Total</b>                              | <b>1</b>  | <b>\$225.00</b>        | <b>0</b>                | <b>\$0.00</b>          | <b>\$44</b>     | <b>\$4,584.00</b> | <b>0</b>                  | <b>\$0.00</b>       | <b>2</b>                 | <b>\$148.00</b>    | <b>\$15,347.00</b> |
| 3                               | Bidding Phase                                 |           |                        |                         |                        |                 |                   |                           |                     |                          |                    |                    |
|                                 | <b>Sub Total</b>                              | <b>4</b>  | <b>\$740.00</b>        | <b>0</b>                | <b>\$0.00</b>          | <b>0</b>        | <b>\$0.00</b>     | <b>0</b>                  | <b>\$0.00</b>       | <b>0</b>                 | <b>\$0.00</b>      | <b>\$740.00</b>    |
| 4                               | Construction Administration Phase             |           |                        |                         |                        |                 |                   |                           |                     |                          |                    |                    |
| 4.1                             | Submittal review and RFI                      | \$0.00    | \$1,480.00             | \$0.00                  | \$0.00                 | \$880.00        | \$0.00            | \$0.00                    | \$0.00              | \$0.00                   | \$2,360.00         |                    |
| 4.2                             | Construction Phase Site Visit and report (4)  | \$0.00    | \$2,960.00             | \$0.00                  | \$0.00                 | \$0.00          | \$0.00            | \$0.00                    | \$0.00              | \$0.00                   | \$2,960.00         |                    |
| 5                               | Post-construction Phase site walk-through (1) | \$0.00    | \$740.00               | \$0.00                  | \$0.00                 | \$0.00          | \$0.00            | \$0.00                    | \$0.00              | \$0.00                   | \$740.00           |                    |
|                                 | <b>Sub Total</b>                              | <b>0</b>  | <b>\$0.00</b>          | <b>28</b>               | <b>\$5,180.00</b>      | <b>0</b>        | <b>\$0.00</b>     | <b>0</b>                  | <b>\$0.00</b>       | <b>0</b>                 | <b>\$0.00</b>      | <b>\$5,060.00</b>  |
| <b>REIMBURSABLE EXPENSES</b>    |   |           |                        |                         |                        |                 |                   |                           |                     |                          |                    |                    |
| <b>TOTAL LABOR and EXPENSES</b> |   |           |                        |                         |                        |                 |                   |                           |                     |                          | <b>\$22,147.00</b> |                    |



**Williamson County  
Sheriff's Training Center**

**KERLINPLACE RESUBMIT 2**

**KERLINPLACE**

**THOMAS PARK SUB SEC 2**

**Approx. Limits of  
Survey**

**EXHIBIT "D"**

Enter Map Title...  
Web Print: 04/15/2019



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



## **Attachment C - Work Schedule**

Work shall begin immediately upon receipt of agreement between County and MWM Design Group. Work schedules will be developed as work is assigned.

## **Attachment D - Fee Schedule**

Please see next pages.

**Exhibit D**  
**RATE SCHEDULE**

**MWM DesignGroup, Inc.**

|  |           |
|--|-----------|
| Civil Engineering Principal                    | \$ 290.00 |
| Surveying Principal                            | \$ 274.00 |
| Licensed Professional IV / Sr Project Manager  | \$ 210.00 |
| Licensed Professional III / Sr Project Manager | \$ 190.00 |
| Licensed Professional II / Project Manager     | \$ 155.00 |
| Licensed Professional I / Project Manager      | \$ 141.00 |
| Engineering/Arch Support Staff II              | \$ 125.00 |
| Engineering/Arch Support Staff I               | \$ 90.00  |
| CAD Manager                                    | \$ 122.00 |
| Sr Technician III                              | \$ 103.00 |
| Technician II                                  | \$ 90.00  |
| Technician I                                   | \$ 75.00  |
| 3 Person Field Crew                            | \$ 210.00 |
| 2 Person Field Crew                            | \$ 160.00 |

**Jose I. Guerra, Inc.**

|                           |          |
|---------------------------|----------|
| Principal                 | \$225.00 |
| Senior Project Manager    | \$185.00 |
| Senior Project Engineer   | \$185.00 |
| Project Manager           | \$158.00 |
| Project Engineer          | \$158.00 |
| Senior Design Engineer    | \$145.00 |
| Senior Designer           | \$120.00 |
| Design Engineer           | \$110.00 |
| Designer                  | \$100.00 |
| CAD/BIM Manager           | \$ 95.50 |
| Senior CAD/BIM Technician | \$ 85.00 |
| CAD/BIM Technician        | \$ 80.00 |
| Administrative Assistant  | \$ 74.00 |
| Expert Witness Testimony  | \$290.00 |

**Exhibit D**  
**RATE SCHEDULE**

| <b>ENCOTECH ENGINEERING CONSULTANTS</b> | <b>HOURLY<br/>RATE</b> | <b>TX REGISTRATION NO.<br/>F-1141</b> |
|---|------------------------|---------------------------------------|
| <b>PRINCIPAL:</b>                       | <b>\$ 300.00</b>       |                                       |
| <b>PROJECT ENGINEER VI:</b>             | <b>\$ 265.00</b>       |                                       |
| <b>PROJECT ENGINEER V:</b>              | <b>\$ 230.00</b>       |                                       |
| <b>PROJECT ENGINEER IV:</b>             | <b>\$ 210.00</b>       |                                       |
| <b>PROJECT ENGINEER III:</b>            | <b>\$ 185.00</b>       |                                       |
| <b>PROJECT ENGINEER II:</b>             | <b>\$ 155.00</b>       |                                       |
| <b>PROJECT MANAGER II:</b>              | <b>\$ 155.00</b>       |                                       |
| <b>PROJECT MANAGER I:</b>               | <b>\$ 135.00</b>       |                                       |
| <b>GRADUATE ENGINEER V:</b>             | <b>\$ 125.00</b>       |                                       |
| <b>GRADUATE ENGINEER IV:</b>            | <b>\$ 115.00</b>       |                                       |
| <b>GRADUATE ENGINEER III:</b>           | <b>\$ 110.00</b>       |                                       |
| <b>GRADUATE ENGINEER II:</b>            | <b>\$ 105.00</b>       |                                       |
| <b>GRADUATE ENGINEER I:</b>             | <b>\$ 100.00</b>       |                                       |
| <b>CAD / DESIGNER III:</b>              | <b>\$ 116.10</b>       |                                       |
| <b>ADMINISTRATIVE I:</b>                | <b>\$ 70.00</b>        |                                       |

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 04/30/2019

MWM WA4 - P518 SO Wall Replacement

**Submitted For:** Dale Butler

**Submitted By:** Gina Wrehsnig, Building Maintenance

**Department:** Building Maintenance

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization #4 in the amount of \$21,000.00 to expire on April 30, 2020 under Williamson County Contract for Engineering Services between MWM Design Group and Williamson County dated January 30, 2019 for Sheriff's Office Range Wall Replacement.

**Background**

**Fiscal Impact**

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

**Attachments**

MWM WA4 - SO Wall

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 08:24 AM

Started On: 04/25/2019 07:15 AM

**WORK AUTHORIZATION NO. 4**

**PROJECT: Sheriff's Office Range Wall Replacement**

This Work Authorization is made pursuant to the terms and conditions of the Agreement for Architectural and Engineering Services, being dated **January 30, 2019** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **MWM Design Group** (the "A/E").

Part 1. The A/E will provide the following Architectural and 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 **\$21,000.00.**

Part 3. Payment to the A/E 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 **April 30, 2020.** The Architectural and 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. A/E 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 A/E 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 A/E.

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

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

A/E:

MWM Design Group

By:   
Signature

W. Owen Harrod PhD, AIA, LEED AP  
Printed Name

Senior Architect  
Title

COUNTY:

Williamson County, Texas

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

Bill Gravell, Jr.  
Printed Name

Williamson County Judge  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by A/E

Attachment C - Work Schedule

Attachment D - Fee Schedule

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

Williamson County will provide a Project Manager and any requested data that is in the County's control.

**Attachment B - Services to be Provided by A/E**

Please see next pages.



Date: 17 April 2019  
Subject: Professional Services Agreement  
Project: Williamson County Sheriff's Training Center Improvements  
Owner: Williamson County  
Contact: Bob Lubecker, Project Manager  
512-943-1625  
Address: Williamson County  
3101 SE Inner Loop  
Georgetown, Texas 78626

Enclosures: Attachment A: Breakdown of Fees  
Attachment B: Encotech Proposal  
Attachment C: Jose I. Guerra Proposal  
Attachment D: Limits of Survey

Williamson County (Owner) has requested a proposal from MWM DesignGroup (MWM) and its subconsultants for improvements to the existing Williamson County Sheriff's Office Training Center located at 8160 Chandler Road in Georgetown, Texas.

#### **SUMMARY OF PROJECT ELEMENTS**

The project shall consist of the following elements:

##### **New Vehicle Storage Building**

Design of a new approximately 30'x36' vehicle storage building. This will be a fully enclosed, conditioned building. Building will be conditioned but will not contain any plumbing facilities. Building will utilize a pre-engineered metal building (PEMB) structural system with a decorative cladding, specification TBD, sympathetic to that of the adjacent Sheriff's Training Center.

##### **Ammunition Storage Building**

Design of a slab and electrical services for a 20'x30' prefabricated ammunition storage building. Building will be a standard design furnished by Armag Corporation, for which no project specific architectural design will be provided.

##### **Screen Wall**

Design for the demolition and removal of the existing screen wall fronting Chandler Road and preparation of design criteria and performance specifications for the installation of a turnkey replacement consisting of a Fenccrete America or similar modular system. Professional services shall include design for the coordination of the screen wall with existing site improvements and with a site perimeter fence for which design criteria will also be provided. Design services shall include specification of personnel and vehicle gates and coordination of electrical service for the existing vehicle gate, should this gate be relocated as part of the screen wall project. Detailed structural design of the screen wall and fencing shall be the responsibility of the installer.



In order to facilitate the installation of the new screen wall, MWM will, on the basis of the preferred design solution for the wall, conduct surveying services as described below.

## **SUMMARY OF PROFESSIONAL SERVICES**

All professional services will be provided by MWM in accordance with the General and Supplemental Terms and Conditions of the Agreement, clarified as follows.

### Schematic Design Phase

Upon NTP, MWM shall work with Owner to determine preferred preliminary designs for the project elements and on the basis thereof complete Schematic Design documents, including plans and specifications, for the project. One formal submittal of documents will be made at the end of Schematic Design Phase (30% Design Phase). This phase includes not more than two formal meetings with project stakeholders. This phase includes a cost estimate on the basis of parametric cost data. The Schematic Design submittal will not include detailed structural, mechanical, electrical, or plumbing design.

It is anticipated that SD phase will take 30 (calendar) days exclusive of the timeline for Owner review of the 30% submittal.

### Survey Phase

Survey services shall be limited to the portion of ROW approximately shown on Exhibit "A" and will be provided in accordance with the following:

1. Establish horizontal control as necessary to perform survey. Control shall be based on State Plane, Central Zone NAD 83(2011) and NAVD 88. Provide a minimum of two horizontal control points for use as construction baseline.
2. Obtain and review available plats, deeds and maps pertaining to subject tract and adjoining properties.
3. Locate existing monumentation sufficient to re-establish ROW line.
4. Perform calculations and analysis to re-establish ROW line.
5. Field stake/flag unmonumented Pc's, Pt's and PI's of existing ROW.
6. Provide existing ground profile along proposed fence alignment.

Provide a sketch showing data outlined above.

Services can begin as soon as written authorization is received and can be completed in about 21 days (predicated upon suitable weather conditions). Survey services can proceed concurrently with the DD phase (see below).



### Design Development

One formal submittal of documents for Owner review shall be made at the conclusion of the Design Development Phase (60% Design Phase). The submittal shall include a project manual and drawings from all disciplines, including structural, civil, mechanical, and electrical engineers.

This phase includes not more than two formal meetings with project stakeholders. This phase includes an updated cost estimate. It is anticipated that DD phase will take 30 (calendar) days exclusive of the timeline for Owner review of the 30% submittal.

### Construction Documents

Two formal submittals of documents for Owner review shall be made during the Construction Documents Phase, nominally at 90% and 100% completion of the design, for QA/QC review and coordination with the procurement documents. The submittals shall include a project manual and drawings.

This phase includes an updated cost estimate. This phase includes not more than two formal meetings with project stakeholders.

It is anticipated that CD phase will take 45 (calendar) days exclusive of the timeline for Owner reviews of the 90% and 100% submittals.

### Permitting

This proposal includes preparation and submittal of applications and supporting documentation for building and site plan correction. This proposal does not include payment of permit fees nor does it include as basic services processing of waivers, variances, or requests for alternative compliance.

For this project compliance with applicable laws, rules and regulations is understood to include securing regulatory approval from Williamson County.

Permit and review fees are not included in this proposal.

### Bid and Award Phase Service

This proposal assumes the project will be bid in one package. This proposal presumes not more than one project pre-bid conference meeting, in total, will be scheduled for this phase.

### Construction Phase Services

MWM will perform basic construction administration services. This proposal includes not more than eight bi-weekly project construction meetings, site visits, site observations, and walkthroughs, in total, which will be scheduled for this phase at times and locations to be agreed upon by MWM and



Owner, including meetings more specifically described elsewhere (e.g. preconstruction conference and progress meetings). MWM shall arrange the presence of other members of the design team (e.g. civil, structural, and MEP engineers) only at those site visits relevant to their individual design responsibilities: not all members of the design team will be present at all site visits and meetings.

Site visits and site observations will be conducted in conjunction with project construction meetings, for the purposes of confirming that the contractor is proceeding in ostensible compliance with the approved Construction Documents. Periodic reports will be issued by MWM only for the sites visited, although MWM may issue at its discretion supplemental memoranda and observation reports. Site visits shall include observations of the work at project milestones to be agreed upon by Owner and MWM and identified in the project manual as required special inspections.

This proposal presumes a total construction duration of not more 6 months, allowing for staggered timelines for individual project elements.

Post-Construction Phase Services

For the project, MWM will perform limited Post-Construction phase services, including provision of a warranty walk-through and deficiency report on (or about) the first anniversary of substantial completion. This proposal presumes not more than one project post-construction meetings, in total, will be scheduled for this phase or as otherwise requested by Owner.

**SCHEDULE OF COMPENSATION**

The project shall be invoiced on an hourly basis, in accordance with the following summary:

|  | MWM DesignGroup |              | Subconsultants |              | Subtotal by Phase |              |
|--|-----------------|--------------|----------------|--------------|-------------------|--------------|
|  | Hours           | Fee          | Hours          | Fee          | Hours             | Fee          |
| <b>Schematic Design</b>                  | 43.00           | \$ 4,455.00  |                | \$ -         |                   | \$ 4,455.00  |
| <b>Survey Phase ROW</b>                  | 40.00           | \$ 6,571.00  |                | \$ -         |                   | \$ 6,571.00  |
| <b>Survey Phase Profile</b>              | 15.00           | \$ 2,552.00  |                | \$ -         |                   | \$ 2,552.00  |
| <b>Design Development</b>                | 47.00           | \$ 4,945.00  |                | \$ 6,850.00  |                   | \$ 11,795.00 |
| <b>Construction Documents</b>            | 94.00           | \$ 10,120.00 |                | \$ 21,997.00 |                   | \$ 32,117.00 |
| <b>Bid-Award-Execution</b>               | 4.50            | \$ 697.50    |                | \$ 1,540.00  |                   | \$ 2,237.50  |
| <b>Construction Phase</b>                | 40.50           | \$ 5,967.50  |                | \$ 8,820.00  |                   | \$ 14,787.50 |
| <b>Post-Construction Phase</b>           | 4.00            | \$ 620.00    |                | \$ 740.00    |                   | \$ 1,360.00  |
| <b>TOTALS</b>                            | 288.00          | \$ 35,928.00 |                | \$ 39,947.00 |                   | \$ 75,875.00 |
| <b>Reimbursible Expenses (Allowance)</b> |                 | \$ 3,000.00  |                | \$ -         |                   | \$ 3,000.00  |

Invoices will be issued monthly (or as project conditions dictate) in accordance with ARTICLE 5 of the prime agreement.

Reimbursable Allowance is designated in accordance with EXHIBIT E of the prime agreement. The Reimbursable Allowance shall specifically apply to the printing, binding, and publication of the Deliverables prepared under this proposal, up to the value of the allowance.

**GEOTECHNICAL ENGINEERING**

At the request of Client, project elements will be designed on the basis of the geotechnical reports prepared for the existing Sheriff’s Office Training Center.



## TDLR

The project is required to be reviewed and inspected by a State Licensed Registered Accessibility Specialist (RAS). MWM will retain the services of a RAS, with fees projected between \$1,200 and \$2,500 to be paid by MWM as reimbursable expenses.

## ADDITIONAL SERVICES

Any and all additional services will require written consent by both parties and will be billed at the hourly rates cited in the A/E Professional Services Agreement.

## ASSUMPTIONS

This proposal has been prepared in accordance with the following assumptions, made in good faith, in conjunction with conversations with Client. Should any of these assumptions be proven invalid, additional services or contract modifications may be required.

1. Project is located in an unincorporated area of Williamson County.
2. Design documents for the four project elements will be prepared as a single coordinated set of construction documents for issuance as a single construction project. Although the project elements may be issued as separate stand-alone projects, doing will necessitate additional services to this agreement.

## EXCLUDED SERVICES

Services that are not provided for in this Agreement specifically include but are not limited to: hazardous building material assessments; hazardous building material abatement plans; professional services pertaining to LEED registration; processing of waivers and/or variances; construction material testing; obtaining title commitments, title and easement report(s) or abstracts of title; detailed topographic survey (other than establishment of ground profile for screen wall installation; location of surface improvements; tree survey; research and mapping of underground utilities; survey in support of geotechnical investigation services provided by others; survey in support of SUE services provided by others; surveys in support of environmental surveys performed by others; construction phase surveying and professional services other than as are specifically enumerated under SUMMARY OF PROFESSIONAL SERVICES above. Such services may be performed as Additional Services to this Agreement, if authorized by Client.

## RESPONSIBILITY OF OTHERS

In accordance with accepted professional practice it is the responsibility of Client to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site that are beyond the scope of the professional engineering services described in this document. Concealed existing conditions may materially alter the scope of the project in a manner not provided for in this contract. Likewise, active or pending legal disputes involving property ownership, environmental status, governmental or departmental jurisdiction, prior permits, or similar matters may



complicate the project in a manner that could not reasonably be anticipated at this time. Any change to the scope of the project required by such conditions as are listed above, or any duplication of services necessitated thereby, may be considered grounds for contract modification or an additional services Agreement.

#### TEXAS BOARD OF ARCHITECTURAL EXAMINERS

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas 78758, telephone (512) 458-1363, has jurisdiction over individuals licensed under the Architectural Registration Law, Texas Civil Statutes, Article 249a.

#### LAND SURVEYING

Complaints on the land surveying services provided by MWM DesignGroup can be directed to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263. MWM DesignGroup TBPLS Firm Registration No.: 10065600.

Approved:

A handwritten signature in blue ink, appearing to read 'W.O. [unclear]', written over a horizontal line.

MWM DesignGroup, Inc.

16 April 2019

Date

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 1 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

**MWM DesignGroup Billable Rates**

| Labor Categories |                    |                  |                       |                      |            |
|------------------|--------------------|------------------|-----------------------|----------------------|------------|
| PRINCIPAL        | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN |
| \$290.00         | \$210.00           | \$155.00         | \$125.00              | \$90.00              | \$75.00    |

**Professional Fees per Phase (see attached Backup)**

|                                   | MWM DesignGroup |                     | Subconsultants |                     | Subtotal by Phase |                     |
|-----------------------------------|-----------------|---------------------|----------------|---------------------|-------------------|---------------------|
|                                   | Hours           | Fee                 | Hours          | Fee                 | Hours             | Fee                 |
| Schematic Design                  | 43.00           | \$ 4,455.00         |                | \$ -                |                   | \$ 4,455.00         |
| Survey Phase ROW                  | 40.00           | \$ 6,571.00         |                | \$ -                |                   | \$ 6,571.00         |
| Survey Phase Profile              | 15.00           | \$ 2,552.00         |                | \$ -                |                   | \$ 2,552.00         |
| Design Development                | 47.00           | \$ 4,945.00         |                | \$ 6,850.00         |                   | \$ 11,795.00        |
| Construction Documents            | 94.00           | \$ 10,120.00        |                | \$ 21,997.00        |                   | \$ 32,117.00        |
| Bid-Award-Execution               | 4.50            | \$ 697.50           |                | \$ 1,540.00         |                   | \$ 2,237.50         |
| Construction Phase                | 40.50           | \$ 5,967.50         |                | \$ 8,820.00         |                   | \$ 14,787.50        |
| Post-Construction Phase           | 4.00            | \$ 620.00           |                | \$ 740.00           |                   | \$ 1,360.00         |
| <b>TOTALS</b>                     | <b>288.00</b>   | <b>\$ 35,928.00</b> |                | <b>\$ 39,947.00</b> |                   | <b>\$ 75,875.00</b> |
| Reimbursible Expenses (Allowance) |                 | \$ 3,000.00         |                | \$ -                |                   | \$ 3,000.00         |

**Primary Subconsultant Fees per Phase (see attached Backup)**

|                                   | Jose Guerra |                     | Encotech |                     | Subtotal by Phase |                     |
|-----------------------------------|-------------|---------------------|----------|---------------------|-------------------|---------------------|
|                                   | Hours       | Fee                 | Hours    | Fee                 | Hours             | Fee                 |
| Schematic Design                  |             | \$ -                |          | \$ -                |                   | \$ -                |
| Design Development                |             | \$ 6,850.00         |          | \$ -                |                   | \$ 6,850.00         |
| Construction Documents            |             | \$ 8,497.00         |          | \$ 13,500.00        |                   | \$ 21,997.00        |
| Bid-Award-Execution               |             | \$ 740.00           |          | \$ 800.00           |                   | \$ 1,540.00         |
| Construction Phase                |             | \$ 5,320.00         |          | \$ 3,500.00         |                   | \$ 8,820.00         |
| Post-Construction Phase           |             | \$ 740.00           |          | \$ -                |                   | \$ 740.00           |
| <b>TOTALS</b>                     | <b>-</b>    | <b>\$ 22,147.00</b> | <b>-</b> | <b>\$ 17,800.00</b> |                   | <b>\$ 39,947.00</b> |
| Reimbursible Expenses (Allowance) |             | \$ -                |          | \$ -                |                   | \$ -                |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 2 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION  | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL       |
|---|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-------------|
| <b>Design Phase Services - Schematic Design</b>   |                            |           |                    |                  |                       |                      |            |             |
| Attend each project design meeting (2 meetings)   | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00        |
| Investigate alternatives, question assumptions and research approaches to optimize building performance (integral with preparation of schematic design) | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00        |
| Completion and documentation of internal QAQC review and response   | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00        |
| Prepare, for approval by the OWNER, Schematic Design Documents  | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 32.00                | 0.00       | 33.00       |
| Prepare preliminary specifications for the OWNER's review   | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 2.00                 | 0.00       | 3.00        |
| <b>Hours Subtotal</b>   |                            | 0.00      | 0.00               | 9.00             | 0.00                  | 34.00                | 0.00       | 43.00       |
| <b>Subtotal (hours * rate)</b>  |                            | \$ -      | \$ -               | \$ 1,395.00      | \$ -                  | \$ 3,060.00          | \$ -       | \$ 4,455.00 |

FEE BREAKDOWN

EXHIBIT "A"

DATE: 4/16/2018  
 CLIENT: Williamson County  
 JOB NAME: ROW Staking for Sidewalk

| TASK                     | PM | RPLS | TECH. | SURVEY CREW |
|--------------------------|----|------|-------|-------------|
| <b>FIELD</b>             |    |      |       |             |
| SET PANELS               |    |      |       |             |
| GPS CONTROL/RTK          |    | 1    |       | 3           |
| HORIZONTAL CONTROL       | 1  |      |       | 3           |
| VERTICAL CONTROL         |    |      |       |             |
| IP SEARCH                | 1  | 1    |       | 8           |
| TOPO                     |    |      |       |             |
| MH/INLET INVERTS         |    |      |       |             |
| STAKE ROW                |    | 2    |       | 3           |
| SET IP'S                 |    |      |       |             |
| BORE HOLES               |    |      |       |             |
| CEF/OHWM                 |    |      |       |             |
| CHANNEL X-SECS           |    |      |       |             |
| TRAVEL                   |    |      |       | 4           |
| <b>OFFICE</b>            |    |      |       |             |
| PROCESS FIELD DATA       |    | 1    |       |             |
| Texas811                 |    |      |       |             |
| PLATS/DEEDS/MAPS SEARCH  | 1  | 2    |       |             |
| PLATS & DEED CAD         |    | 2    |       |             |
| BOUNDARY ANALYZE/ADJUST  | 1  | 4    |       |             |
| CLOSURE/AREA CALCS.      |    |      |       |             |
| PARCEL PLAT/SUREY SKETCH |    | 2    |       |             |
| LEGAL DESCRIPTION        |    |      |       |             |
| QA_QC                    |    |      |       |             |
| TITLE LETTER             |    |      |       |             |
| RPLS                     |    |      |       |             |
| CLERICAL                 |    |      |       |             |
| PROJ. MANAGER            |    |      |       |             |
| TOTAL HOURS              | 4  | 15   | 0     | 21          |

|                   |                   |                   |               |                   |
|-------------------|-------------------|-------------------|---------------|-------------------|
| HOURLY RATE       | x\$274.00         | x\$141.00         | x\$103.00     | x\$160.00         |
| <b>SUB-TOTALS</b> | <b>\$1,096.00</b> | <b>\$2,115.00</b> | <b>\$0.00</b> | <b>\$3,360.00</b> |

**SUBTOTAL = \$6,571.00**

|                                  |                   |
|----------------------------------|-------------------|
| PLATS/DEEDS .....                | =                 |
| TITLE REPORT/deed research ..... | =                 |
| LANE CLOSURES .....              | =                 |
| AERIAL MAPPING .....             | =                 |
| LODGING .....                    | =                 |
| MEALS .....                      | =                 |
| MILEAGE .....                    | =                 |
| <b>TOTAL</b>                     | <b>\$6,571.00</b> |

FEE BREAKDOWN

EXHIBIT "A"

DATE: 4/16/2018  
 CLIENT: Williamson County  
 JOB NAME: ROW Staking for Sidewalk

| TASK                     | PM | RPLS | TECH. | SURVEY CREW |
|--------------------------|----|------|-------|-------------|
| <b>FIELD</b>             |    |      |       |             |
| SET PANELS               |    |      |       |             |
| GPS CONTROL/RTK          |    |      |       |             |
| HORIZONTAL CONTROL       |    |      |       |             |
| VERTICAL CONTROL         |    | 1    |       | 3           |
| IP SEARCH                |    |      |       |             |
| TOPO Profile             |    | 1    |       | 4           |
| MH/INLET INVERTS         |    |      |       |             |
| STAKE ROW                |    |      |       |             |
| SET IP'S                 |    |      |       |             |
| BORE HOLES               |    |      |       |             |
| CEF/OHWM                 |    |      |       |             |
| CHANNEL X-SECS           |    |      |       |             |
| TRAVEL                   |    |      |       | 2           |
|                          |    |      |       |             |
| <b>OFFICE</b>            |    |      |       |             |
| PROCESS FIELD DATA       |    | 1    |       |             |
| Texas811                 |    |      |       |             |
| PLATS/DEEDS/MAPS SEARCH  |    |      |       |             |
| PLATS & DEED CAD         |    |      |       |             |
| BOUNDARY ANALYZE/ADJUST  |    |      |       |             |
| CLOSURE/AREA CALCS.      |    |      |       |             |
| PARCEL PLAT/SUREY SKETCH |    | 1    |       |             |
| LEGAL DESCRIPTION        |    |      |       |             |
| QA_QC                    |    |      |       |             |
| TITLE LETTER             |    |      |       |             |
| RPLS                     |    |      |       |             |
| CLERICAL                 |    |      |       |             |
| PROJ. MANAGER            | 2  |      |       |             |
|                          |    |      |       |             |
| TOTAL HOURS              | 2  | 4    | 0     | 9           |

|                   |                 |                 |               |                   |
|-------------------|-----------------|-----------------|---------------|-------------------|
| HOURLY RATE       | x\$274.00       | x\$141.00       | x\$103.00     | x\$160.00         |
| <b>SUB-TOTALS</b> | <b>\$548.00</b> | <b>\$564.00</b> | <b>\$0.00</b> | <b>\$1,440.00</b> |

**SUBTOTAL = \$2,552.00**

|                                  |                   |
|----------------------------------|-------------------|
| PLATS/DEEDS .....                | =                 |
| TITLE REPORT/deed research ..... | =                 |
| LANE CLOSURES .....              | =                 |
| AERIAL MAPPING .....             | =                 |
| LODGING .....                    | =                 |
| MEALS .....                      | =                 |
| MILEAGE .....                    | =                 |
| <b>TOTAL</b>                     | <b>\$2,552.00</b> |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 5 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION  | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL       |
|---|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-------------|
| <b>Design Phase Services - Design Development</b>           |                            |           |                    |                  |                       |                      |            |             |
| Attend each project design meeting                          | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00        |
| Prepare for OWNER's approval, Design Development Documents  | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 32.00                | 0.00       | 36.00       |
| Prepare detailed specifications and to the OWNER for review | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 4.00                 | 0.00       | 5.00        |
| Prepare Class B Opinion of Probable Construction Cost       | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00        |
| <b>Hours Subtotal</b>                                       |                            | 0.00      | 0.00               | 11.00            | 0.00                  | 36.00                | 0.00       | 47.00       |
| <b>Subtotal (hours * rate)</b>                              |                            | \$ -      | \$ -               | \$ 1,705.00      | \$ -                  | \$ 3,240.00          | \$ -       | \$ 4,945.00 |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 6 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION  | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL        |
|---|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|--------------|
| <b>Design Phase Services - Construction Documents</b>   |                            |           |                    |                  |                       |                      |            |              |
| Attend each project design meeting  | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00         |
| Assist OWNER with selection of colors for finishes, furniture, equipment, etc.                          | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00         |
| Investigate alternatives, question assumptions and research approaches to optimize building performance | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00         |
| prepare Construction Documents in compliance with the OWNER's requirements                              | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 64.00                | 0.00       | 66.00        |
| Record the major proceedings of each meeting with TDLR and submit reports                               | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00         |
| Furnish five sets of Construction Documents at two intervals for OWNER review                           | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00         |
| Prepare Class A Opinion of Probable Construction Cost   | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00         |
| Make final modifications and corrections to Construction Documents                                      | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 2.00                 | 0.00       | 4.00         |
| Building Permit processing  | Y                          | 0.00      | 0.00               | 8.00             | 0.00                  | 0.00                 | 2.00       | 10.00        |
| Furnish Bid Documents to OWNER at least 14 days prior to advertisement                                  | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00         |
| <b>Hours Subtotal</b>   |                            | 0.00      | 0.00               | 26.00            | 0.00                  | 66.00                | 2.00       | 94.00        |
| <b>Subtotal (hours * rate)</b>  |                            | \$ -      | \$ -               | \$ 4,030.00      | \$ -                  | \$ 5,940.00          | \$ 150.00  | \$ 10,120.00 |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 7 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION                          |  | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL     |
|---|--|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-----------|
| <b>Bid-Award-Execution Phase Services</b> |  |                            |           |                    |                  |                       |                      |            |           |
|   | Participate in or conduct a pre-bid conference | Y                          | 0.00      | 0.00               | 1.50             | 0.00                  | 0.00                 | 0.00       | 1.50      |
|   | Prepare addenda                                | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00      |
|   | Attend bid opening                             | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00      |
| <b>Hours Subtotal</b>                     |  |                            | 0.00      | 0.00               | 4.50             | 0.00                  | 0.00                 | 0.00       | 4.50      |
| <b>Subtotal (hours * rate)</b>            |  |                            | \$ -      | \$ -               | \$ 697.50        | \$ -                  | \$ -                 | \$ -       | \$ 697.50 |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 8 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION                   |   | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL       |
|------------------------------------|---|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-------------|
| <b>Construction Phase Services</b> |   |                            |           |                    |                  |                       |                      |            |             |
|                                    | Attend and draft complete minutes of each project construction meeting        | Y                          | 0.00      | 0.00               | 24.00            | 0.00                  | 0.00                 | 0.00       | 24.00       |
|                                    | Participate in and document the proceedings of the preconstruction conference | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00        |
|                                    | Visit the site to observe the progress and quality of the work                | Y                          | 0.00      | 0.00               | 0.00             | 0.00                  | 0.00                 | 0.00       | 0.00        |
|                                    | Review and evaluate the Contractor's Applications for Payment                 | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00        |
|                                    | Respond within 7 days to all equests for information, claims, disputes...     | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00        |
|                                    | Review, approve, or take other appropriate action upon Contractor submittals  | Y                          | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 2.00       | 6.00        |
|                                    | Within twenty-four (24) hours of the OWNER's inspection, provide punchlist    | Y                          | 0.00      | 0.00               | 2.00             | 0.00                  | 0.00                 | 0.00       | 2.00        |
|                                    | Prepare and issue a certificate of Substantial Completion within 3 days       | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00        |
|                                    | Make an on-site review within 7 days of notice of final completion            | Y                          | 0.00      | 0.00               | 1.50             | 0.00                  | 0.00                 | 0.00       | 1.50        |
| <b>Hours Subtotal</b>              |   |                            | 0.00      | 0.00               | 38.50            | 0.00                  | 0.00                 | 2.00       | 40.50       |
| <b>Subtotal (hours * rate)</b>     |   |                            | \$ -      | \$ -               | \$ 5,967.50      | \$ -                  | \$ -                 | \$ 150     | \$ 5,967.50 |

**MWM DesignGroup Fee Calculation**

Page Attachment A: Page 9 of 9

Date 4/16/2019

Subprojec 8160 Chandler Road

| TASK DESCRIPTION   | INCLUDED AS BASIC SERVICES | PRINCIPAL | SR PROJECT MANAGER | LICENSED PROF II | ARCH SUPPORT STAFF II | ARCH SUPPORT STAFF I | TECHNICIAN | TOTAL     |
|--|----------------------------|-----------|--------------------|------------------|-----------------------|----------------------|------------|-----------|
| <b>Post-Construction Phase Services</b>  |                            |           |                    |                  |                       |                      |            |           |
| Assist and represent the OWNER with malfunctions or deficiencies of the Work       | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00      |
| Require subconsultants to provide assistance as stipulated in the approved RAP     | Y                          |           |                    |                  |                       |                      |            | 0.00      |
| Perform an on-site review of the Work at one year anniversary of completion        | Y                          | 0.00      | 0.00               | 1.50             | 0.00                  | 0.00                 | 0.00       | 1.50      |
| Prepare list of items needing correction and direct the Contractor to resolve them | Y                          | 0.00      | 0.00               | 1.00             | 0.00                  | 0.00                 | 0.00       | 1.00      |
| After determining that deficiencies have been corrected, notify OWNER              | Y                          | 0.00      | 0.00               | 0.50             | 0.00                  | 0.00                 | 0.00       | 0.50      |
| <b>Hours Subtotal</b>  |                            | 0.00      | 0.00               | 4.00             | 0.00                  | 0.00                 | 0.00       | 4.00      |
| <b>Subtotal (hours * rate)</b>   |                            | \$ -      | \$ -               | \$ 620.00        | \$ -                  |                      | \$ -       | \$ 620.00 |

April 4, 2019

Owen Harrod  
Senior Project Architect, MWM Design Group  
305 East Huntland Drive  
Austin, TX 78752

P: (512) 453-0767  
E: owenh@mwmdesigngroup.com

**Re: Williamson County Sherriff's Facility —Hutto, TX**  
Mechanical & Electrical Engineering and Design Services  
Vehicle Building and Storage Building

Dear Owen,

Encotech Engineering Consultants, the "Engineer," is pleased to submit this proposal for services on the above referenced project to MWM Design Group, the "Client."

### **SCOPE**

Williamson County Sherriff's Facility , the "Project," consists of a new pre-fabricated ammunition storage building and a new vehicle storage building located on adjacent properties on Chandler Road in Hutto, TX.

The scope of work for the single story 20' x 30' prefabricated new ammunition storage building will be electrical only. The mechanical systems will already be installed, and no plumbing engineering and design services is required. The building's lights and receptacles will come prefabricated within as a "plug and play" application which will require a single connection from the site's utility power. It is understood that this building shall come equipped with a predesigned fire protection/fire suppression system designed by Others.

The scope of work for the new single story two bay vehicle storage building will be mechanical and electrical only. There is no plumbing engineering and design services required for this building.

Both buildings will be designed, permitted, and constructed as a single package/project. The estimated project schedule includes three (3) months for design and four (4) months for construction.

### **BASIC SERVICES**

Basic Services include engineering and design services to prepare design documents. Basic Services shall include:

1. Coordination with the Client to determine project requirements.
2. Review of the Client's drawings and advise the Client on any engineering-related issues and requirements.
3. Perform engineering calculations and design.
4. Attend periodic design coordination meetings not to exceed two (2).
5. Mechanical Design shall include the following for the vehicle storage building only:
  - a. Sizing and scheduling of single-zone HVAC equipment, including one (1) air-cooled split system and one (1) exhaust fan.
  - b. Design of ductwork.
  - c. Design and location of air registers, grills and temperature sensors.
  - d. HVAC details as necessary.
6. Electrical Design for the vehicle storage building and ammunition storage building shall include the following:
  - a. Lighting and power outlet layout and circuiting for the vehicle storage building, only.
  - b. Load analysis, service riser, panelboards, and wire sizing.
  - c. Coordination with local utility company for electrical service to the site.
  - d. Electrical details as necessary.
7. Make plan revisions via one (1) comprehensive set of comments as required by Owner.

8. Make plan revisions via one (1) comprehensive set of comments as required by the local jurisdiction during the City of Hutto, TX building plan review.
9. Provide the following deliverables:
  - a. Drawings in PDF format for the phases described below.
  - b. Specifications as notes on drawings.

| PHASE                                    | DRAWINGS       | PERMITTED USE                    |
|--|----------------|----------------------------------|
| Construction Drawings and Specifications | Permit<br>100% | Permit<br>Bidding & Construction |
| Bidding and Negotiations                 | Addenda        | Bidding & Construction           |

**LIMITED CONSTRUCTION PHASE SERVICES**

1. Review of those submittals identified in the Engineer’s specifications.
2. Respond to Request for Information (RFI) documents.
3. Review shop drawings and submittals as requested by the Client.
4. Perform periodic site observation visits not to exceed two (2) MEP site observation visits. Provide written reports to the Client.
  - a. Reports shall list items observed which are not in compliance with the Contract Documents.
  - b. All reports shall be directed to the Client for Contract Administration.
  - c. Site visits will not be continuous nor exhaustive.
  - d. Site visits are not intended to be for generating contractor completion lists, but are for review of completed work to notify the Client against non-compliant work to the degree possible with limited reviews. The Engineer is not responsible for the Contractor's performance of the work. The Contractor is responsible for any deviation from the Contract Documents.
  - e. The Engineer shall not be responsible for the construction means, methods, techniques, sequences or procedures, safety precautions and programs.
  - f. The Engineer shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor’s or Subcontractor’s agents or employees, or any other persons performing any of the Work.

**ASSUMPTIONS AND CONDITIONS**

The scope of work services presented herein and associated fee amounts are based upon the Engineer's understanding of the proposed development. Changes in the project that affect the underlying contract assumptions may impact the required professional service fee.

Accordingly, the Engineer wishes to inform the Client and/or Owner that this proposal is based on the following documents, assumptions and conditions:

1. Scope described herein is based on email with scope description and link to downloadable files from MWM Design Group (“MWM”) dated March 13, 2019, as well as phone conversation between Owen Harrod (MWM) and Patrick Morrissey (ENCOTECH) on April 1, 2019.
2. Compensation shall be adjusted upwards if the building floor area increases.
3. Where required, the Client shall select lighting fixtures and submit the cut sheets to the Engineer.
4. The Client shall provide reflected ceiling plan layout and work with the Engineer on RCP revisions, electrical outlet locations and all plumbing and lighting fixtures.
5. All coordination with end user shall be performed by Client, and Encotech shall coordinate directly with Client.
6. Project will be designed concurrently with all areas of work indicated on a single package of drawings, and project is understood to be built as a single construction project (not phased).
7. MEP drawings will be prepared in AutoCAD.

**COMPENSATION**

The lump sum fee to provide Basic and Limited Construction Services shall be:

| <b>PHASE DESCRIPTION</b>   | <b>MEP</b>         |
|--|--------------------|
| 95% Construction Drawings & Specifications for Permit            | \$8,500.00         |
| 100% Construction Drawings & Specifications for Bid/Construction | \$5,000.00         |
| Bidding and Negotiations   | \$800.00           |
| Construction Administration                                      | \$3,500.00         |
| <b>TOTAL</b>   | <b>\$17,800.00</b> |

### **REIMBURSABLE**

Reimbursable expenses shall be invoiced at direct cost. These include, but are not limited to:

1. Reproduction of documents
2. Expedited shipping, mailing, courier expenses
3. Mileage outside the Austin area
4. Travel expenses such as vehicle rental, airfare, meals and lodging

### **ADDITIONAL SERVICES**

It is recognized that certain elements within the scope of engineering work cannot be accurately predetermined or controlled entirely by the Engineer. Therefore, such engineering work will be performed as Additional Services. All Additional Services shall be conducted on an hourly rate basis as per the rates table in the Williamson County 2019 Rotation List.

The Engineer will perform Additional Services only with written approval and agreement by the Client. Such work may include but not limited to:

1. Major revisions to work product once initially approved by the Client/Owner.
2. Redesign and drawing revisions due to change of scope after the issuance of Construction Drawings and Specifications.
3. Changes or increases in Project Scope or Scope of Engineering Services resulting from project Assumptions and Conditions as defined in the proposal which prove to be incorrect.
4. Any additional work not specifically included in this Scope of Services.
5. Work required by the enactment or revisions of codes, laws or regulations after the preparation of documents.
6. Work resulting from corrections or revisions required because of errors or omissions in construction by the contractor or subcontractors.
7. Work associated with the preparation of as-built drawings.
8. Value Engineering Services.
9. Building Commissioning.
10. Energy Modeling.

### **EXCLUSIONS**

Services that are not provided for in this Agreement specifically include, but are not limited to:

1. Means and Methods of Construction.
2. Code-required testing and special inspections shall be by a separate contract between the owner and a designated engineering testing laboratory.
3. Other services or expenses which may become necessary for the completion of this project which are not reasonably anticipatable at this time.
4. Civil Engineer shall design all site utilities. The Engineer's plumbing scope shall be limited to the building interior only and five feet beyond.
5. Design of Security, Telephone and CCTV Systems, Fiber Optics, Computer Network Systems and any other special systems are not in our scope of work. The Engineer will coordinate power to such systems if load information is provided in advance by the Owner/Client.
6. Fire Sprinkler and Fire Alarm System Design are outside the scope of this proposal. For the Vehicle Storage Building, the Engineer will indicate the location of the Fire Riser in the fire sprinkler room. The Engineer will coordinate power to such systems if load information is provided in advance by Owner/Client. The Engineer will provide unsealed performance specifications for Fire Protection and Fire Alarm; these specifications will be included in the engineering bid package for the purposes of distribution to a licensed Contractor who will in turn provide a bid for such services. The awarded Contractor shall ultimately be responsible for the detailed design of such systems, including device quantities, device layout in conjunction with the Architectural plans and intended usage for each room, pipe sizing, pipe routing, Fire Pump

sizing (if determined to be required by the awarded Contractor), field coordination with all trades, etc. It is understood that the Ammunition Storage Building shall come pre-equipped with a predesigned Fire Protection and Fire Alarm system; hence, it is understood that the Engineer's performance specifications shall not be required for the Ammunition Storage Building.

7. Design of Sand Traps, Septic Systems, and Lift Stations. The Engineer will coordinate power to such systems if load information is provided in advance by Client.
8. Underbuilding drainage design shall be by the Civil Engineer.
9. Detailed quantity takes-offs or estimates of construction cost are outside of Encotech's scope of services.
10. Emergency power services (generator, UPS, etc).
11. MEP work associated with the new wall described in email from MWM Design Group ("MWM") dated March 13, 2019 shall not be required per phone conversation between Owen Harrod (MWM) and Patrick Morrissey (ENCOTECH) on April 1, 2019.
12. This project shall not be a LEED project.
13. Structural design shall be by Others and is not included.

#### **CLIENT PROVIDED SERVICES**

1. The Client/Owner shall furnish the Engineer with full information as to the Client/Owner project requirements including special considerations or special services needed, and also to make available all project pertinent data.
2. The Client/Owner shall furnish the Engineer with existing building and site drawings if available.
3. Electronic backgrounds shall be provided to the Engineer in AutoCAD (DWG or DXF) format or Revit (RVT) format. Backgrounds should be drawn in actual size and should not be scaled up or down. Backgrounds should include the Client's Title Block and its required fonts and logos. Architectural backgrounds should include building plans, building sections, roof plan, RCP, wall sections, and awning/overhead structure details if applicable.
4. Client shall provide building and specialty equipment cut sheets with utility requirements (voltage, amperage, phase, watts, GPM, BTUs, heat generation, etc.) prior to commencing design.
5. Client shall provide Engineer with a full set of progress drawings in PDF format at the completion of each design phase.
6. The Client shall be responsible for final printing and distribution of Construction Drawings and Specifications.

#### **RESPONSIBILITY OF OTHERS**

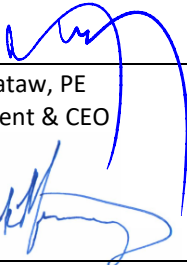
In accordance with accepted professional practice it is the responsibility of the Owner to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site/building that are beyond the scope of the professional engineering services described in this document. Certain unusual or unforeseeable conditions may materially alter the scope of the project in a manner not provided for in this contract.


If the project is cancelled prior to completion of project design, then the Engineer shall be paid for percentage of work completed up to the date of cancellation.

Please call us if you have any questions. Thank you for the opportunity to work with you.

Sincerely,

Agreed and Accepted by Authorized Corporate Officer of:

  
\_\_\_\_\_  
Ali Khataw, PE  
President & CEO

  
\_\_\_\_\_  
Patrick Morrissey, PE, LEED AP  
Associate Principal

\_\_\_\_\_  
Legal Entity Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## RATE SCHEDULE

| ENCOTECH ENGINEERING CONSULTANTS | HOURLY<br>RATE | TX REGISTRATION NO.<br>F-1141 |
|----------------------------------|----------------|-------------------------------|
| PRINCIPAL:                       | \$ 300.00      |                               |
| PROJECT ENGINEER VI:             | \$ 265.00      |                               |
| PROJECT ENGINEER V:              | \$ 230.00      |                               |
| PROJECT ENGINEER IV:             | \$ 210.00      |                               |
| PROJECT ENGINEER III:            | \$ 185.00      |                               |
| PROJECT ENGINEER II:             | \$ 155.00      |                               |
| PROJECT MANAGER II:              | \$ 155.00      |                               |
| PROJECT MANAGER I:               | \$ 135.00      |                               |
| GRADUATE ENGINEER V:             | \$ 125.00      |                               |
| GRADUATE ENGINEER IV:            | \$ 115.00      |                               |
| GRADUATE ENGINEER III:           | \$ 110.00      |                               |
| GRADUATE ENGINEER II:            | \$ 105.00      |                               |
| GRADUATE ENGINEER I:             | \$ 100.00      |                               |
| CAD / DESIGNER III:              | \$ 116.10      |                               |
| ADMINISTRATIVE I:                | \$ 70.00       |                               |

April 3, 2019

Dr. Owen Harrod  
MWM Design Group  
305 E. Huntland Drive Suite 200  
Austin, Texas 78752

Re: Williamson County Sheriff's Office Training Center  
Williamson County Small Project Architectural Services  
Hutto, Texas

Dear Dr. Harrod:

Jose I. Guerra, Inc. (Guerra) is pleased to submit our proposal to provide Consulting Structural Engineering Services for the above referenced project.

Sheriff's Office Training Center Facilities – Structural

The Scope of Work is based upon the information e-mailed to our office on March 13, 2019. The new facilities include:

1. Foundations and slab for a 30ft x 36ft (approx.) prefabricated, enclosed vehicle storage building;
2. Foundations and slab for a 20ft x 30ft (approx.) prefabricated ammunition storage building;
3. Foundations for the prefabricated screen walls. Note the screen walls will be provided by a screen wall vendor.

**A. Scope of Work**

General

- Specifications will be presented in book form and CSI format.
- AutoCad plans will be provided by MWM DesignGroup (MWM) for use by Guerra in developing the design/construction drawings.
- Construction drawings will be prepared using AutoCad 2019.
- Note as-built drawings of the existing structures on site, if any, are required.
- All final construction documents are to be stamped and signed by Texas State Licensed Professional Engineers.
- One (1) site visit to verify existing conditions.

- One (1) Design/Review Meeting with MWM DesignGroup and/or Williamson County staff is included in our scope of work.
- Preparation and submission of three (3) deliverable packages is included in our scope of work..
- Engineering consultation during bidding/construction, shop drawing review and engineering representation for up to four (4) on-site construction observation visit is included in our scope of work.
- One (1) warranty phase site walk-through.
- This proposal is based on the assumption that a complete and accurate geotechnical report intended for this project will be provided to Guerra for use in developing the foundation design.

Services Not Included:

- Special inspection services as defined by the International and Uniform Building Codes.
- Testing (destructive or non-destructive) of system materials or components.
- Preparation of detailed construction cost estimates.
- Attendance at Public Outreach Meetings
- Plan check processing and permitting through governmental agencies.

Compensation

The Scope of Work defined above will be performed on an hourly, not-to-exceed basis as detailed in the attached Fee Estimate Worksheet, and as summarized below:

|   |                           |
|---|---------------------------|
| <b>Design Phase Services</b>                                    | <b>\$ 15,347.00</b>       |
| <b>Bidding Phase Services</b>                                   | <b>\$ 740.00</b>          |
| <b><u>Construction and Post-Construction Phase Services</u></b> | <b><u>\$ 6,060.00</u></b> |
| <b>Total Fee</b>  | <b>\$ 22,147.00</b>       |

Project-related reimbursable expenses such as delivery service, printing, etc. are not included in the above fees nor anticipated.

Additional services, if required and requested in writing by your office, will be negotiated prior to commencing added scope of work.

Invoices will be submitted monthly and will be due and payable in accordance with the prime agreement between MWM and the Williamson County.

Jose I. Guerra, Inc. is committed to providing high quality and responsive consulting engineering services. We welcome this opportunity and look forward to continuing our successful relationship with MWM.

If this proposal is satisfactory, please sign and return a copy of this letter for our records. This proposal is good for 60 calendar days from the submitted date above.

Respectfully submitted,  
JOSE I. GUERRA, INC.



Yan Cheung, P.E.  
Project Manager/Senior Structural Project Engineer

Attachments:

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT A

### Hourly Rate Schedule Williamson County January 1, 2019

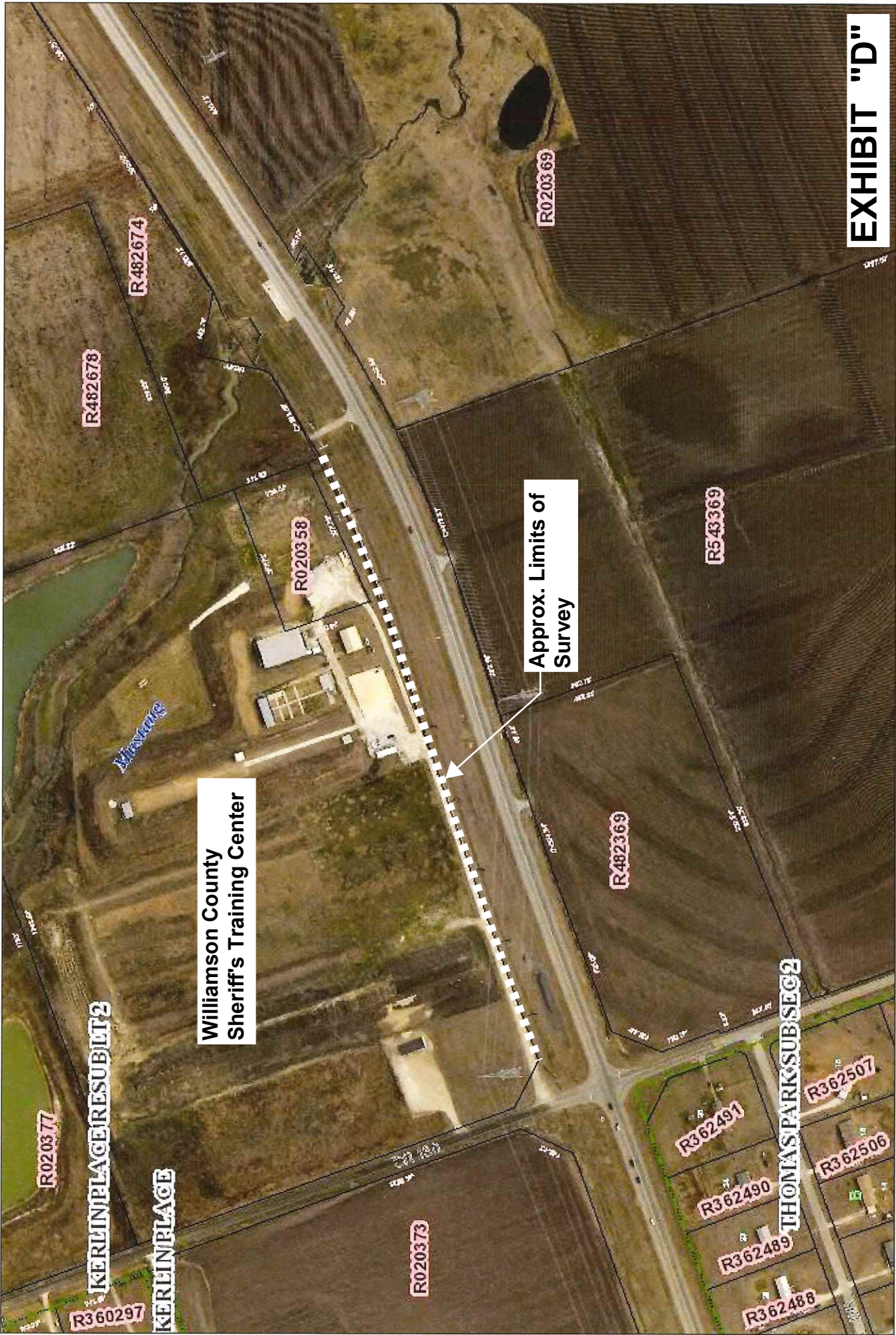
|                           |          |
|---------------------------|----------|
| Principal                 | \$225.00 |
| Senior Project Manager    | \$185.00 |
| Senior Project Engineer   | \$185.00 |
| Project Manager           | \$158.00 |
| Project Engineer          | \$158.00 |
| Senior Design Engineer    | \$145.00 |
| Senior Designer           | \$120.00 |
| Design Engineer           | \$110.00 |
| Designer                  | \$100.00 |
| CAD/BIM Manager           | \$ 95.50 |
| Senior CAD/BIM Technician | \$ 85.00 |
| CAD/BIM Technician        | \$ 80.00 |
| Administrative Assistant  | \$ 74.00 |
| Expert Witness Testimony  | \$290.00 |

**SUB CONSULTANT - FEE ESTIMATE WORKSHEET**  
**HOURLY BY TASK LABOR BREAKDOWN**

Williamson County Small Project Architectural Services  
 Sheriff's Office Training Center Facility, Design/Bid/CA  
 Date 4/3/2019

Sub Consultant Name: **Jose I. Guerra, Inc.**  
 Discipline Services Provided: **Structural Engineering**  
 MBE/WBE Certification/Gender Ethnicity: **MDB / MH**

| TASK                            | TASK NAME                                     | Principal | Senior Project Manager | Senior Project Engineer | Senior Design Engineer | Design Engineer | CAD/BIM Manager | Senior CAD/BIM Technician | CADD/BIM Technician | Administrative Assistant | TOTAL             |                    |               |          |                 |            |                    |
|---------------------------------|---|-----------|------------------------|-------------------------|------------------------|-----------------|-----------------|---------------------------|---------------------|--------------------------|-------------------|--------------------|---------------|----------|-----------------|------------|--------------------|
|                                 |   | Hrs. \$   | Hrs. \$                | Hrs. \$                 | Hrs. \$                | Hrs. \$         | Hrs. \$         | Hrs. \$                   | Hrs. \$             | Hrs. \$                  | Hrs. \$           |                    |               |          |                 |            |                    |
| 1                               | Design Development                            |           |                        |                         |                        |                 |                 |                           |                     |                          |                   |                    |               |          |                 |            |                    |
| 1.1                             | Design/Review Meetings (1)                    | \$0.00    | \$555.00               | \$0.00                  | \$0.00                 | \$0.00          | \$0.00          | \$0.00                    | \$0.00              | \$0.00                   | \$555.00          |                    |               |          |                 |            |                    |
| 1.2                             | Site visit to verify existing conditions (1)  | \$0.00    | \$555.00               | \$0.00                  | \$0.00                 | \$0.00          | \$0.00          | \$0.00                    | \$0.00              | \$0.00                   | \$555.00          |                    |               |          |                 |            |                    |
| 1.3                             | Submittal (1) and address review comments     | \$0.00    | \$1,850.00             | \$0.00                  | \$0.00                 | \$1,980.00      | \$1,910.00      | \$0.00                    | \$0.00              | \$0.00                   | \$5,740.00        |                    |               |          |                 |            |                    |
| 2                               | Construction Documents                        |           |                        |                         |                        |                 |                 |                           |                     |                          |                   |                    |               |          |                 |            |                    |
| 2.1                             | Submittal (2) and address review comments     | \$225.00  | \$2,590.00             | \$0.00                  | \$0.00                 | \$2,860.00      | \$2,674.00      | \$0.00                    | \$0.00              | \$148.00                 | \$8,497.00        |                    |               |          |                 |            |                    |
|                                 | <b>Sub Total</b>                              | <b>1</b>  | <b>\$225.00</b>        | <b>30</b>               | <b>\$5,550.00</b>      | <b>0</b>        | <b>\$0.00</b>   | <b>44</b>                 | <b>\$4,840.00</b>   | <b>48</b>                | <b>\$4,584.00</b> | <b>0</b>           | <b>\$0.00</b> | <b>2</b> | <b>\$148.00</b> | <b>125</b> | <b>\$15,347.00</b> |
| 3                               | Bidding Phase                                 |           |                        |                         |                        |                 |                 |                           |                     |                          |                   |                    |               |          |                 |            |                    |
|                                 | <b>Sub Total</b>                              | <b>4</b>  | <b>\$740.00</b>        | <b>4</b>                | <b>\$740.00</b>        | <b>0</b>        | <b>\$0.00</b>   | <b>0</b>                  | <b>\$0.00</b>       | <b>0</b>                 | <b>\$0.00</b>     | <b>0</b>           | <b>\$0.00</b> | <b>0</b> | <b>\$0.00</b>   | <b>4</b>   | <b>\$740.00</b>    |
| 4                               | Construction Administration Phase             |           |                        |                         |                        |                 |                 |                           |                     |                          |                   |                    |               |          |                 |            |                    |
| 4.1                             | Submittal review and RFI                      | \$0.00    | \$1,480.00             | \$0.00                  | \$0.00                 | \$880.00        | \$0.00          | \$0.00                    | \$0.00              | \$0.00                   | \$2,360.00        |                    |               |          |                 |            |                    |
| 4.2                             | Construction Phase Site Visit and report (4)  | \$0.00    | \$2,960.00             | \$0.00                  | \$0.00                 | \$0.00          | \$0.00          | \$0.00                    | \$0.00              | \$0.00                   | \$2,960.00        |                    |               |          |                 |            |                    |
| 5                               | Post-construction Phase site walk-through (1) | \$0.00    | \$740.00               | \$0.00                  | \$0.00                 | \$0.00          | \$0.00          | \$0.00                    | \$0.00              | \$0.00                   | \$740.00          |                    |               |          |                 |            |                    |
|                                 | <b>Sub Total</b>                              | <b>0</b>  | <b>\$0.00</b>          | <b>28</b>               | <b>\$5,180.00</b>      | <b>0</b>        | <b>\$0.00</b>   | <b>8</b>                  | <b>\$880.00</b>     | <b>0</b>                 | <b>\$0.00</b>     | <b>0</b>           | <b>\$0.00</b> | <b>0</b> | <b>\$0.00</b>   | <b>36</b>  | <b>\$6,060.00</b>  |
| <b>REIMBURSABLE EXPENSES</b>    |   |           |                        |                         |                        |                 |                 |                           |                     |                          |                   |                    |               |          |                 |            |                    |
| <b>TOTAL LABOR AND EXPENSES</b> |   |           |                        |                         |                        |                 |                 |                           |                     |                          |                   | <b>\$22,147.00</b> |               |          |                 |            |                    |



**EXHIBIT "D"**

**Williamson County  
Sheriff's Training Center**

**Approx. Limits of  
Survey**

Enter Map Title...  
Web Print: 04/15/2019



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



## **Attachment C - Work Schedule**

Work shall begin immediately upon receipt of agreement between County and MWM Design Group. Work schedules will be developed as work is assigned.

## **Attachment D - Fee Schedule**

Please see next pages.

**Exhibit D**  
**RATE SCHEDULE**

**MWM DesignGroup, Inc.**

|  |           |
|--|-----------|
| Civil Engineering Principal                    | \$ 290.00 |
| Surveying Principal                            | \$ 274.00 |
| Licensed Professional IV / Sr Project Manager  | \$ 210.00 |
| Licensed Professional III / Sr Project Manager | \$ 190.00 |
| Licensed Professional II / Project Manager     | \$ 155.00 |
| Licensed Professional I / Project Manager      | \$ 141.00 |
| Engineering/Arch Support Staff II              | \$ 125.00 |
| Engineering/Arch Support Staff I               | \$ 90.00  |
| CAD Manager                                    | \$ 122.00 |
| Sr Technician III                              | \$ 103.00 |
| Technician II                                  | \$ 90.00  |
| Technician I                                   | \$ 75.00  |
| 3 Person Field Crew                            | \$ 210.00 |
| 2 Person Field Crew                            | \$ 160.00 |

**Jose I. Guerra, Inc.**

|                           |          |
|---------------------------|----------|
| Principal                 | \$225.00 |
| Senior Project Manager    | \$185.00 |
| Senior Project Engineer   | \$185.00 |
| Project Manager           | \$158.00 |
| Project Engineer          | \$158.00 |
| Senior Design Engineer    | \$145.00 |
| Senior Designer           | \$120.00 |
| Design Engineer           | \$110.00 |
| Designer                  | \$100.00 |
| CAD/BIM Manager           | \$ 95.50 |
| Senior CAD/BIM Technician | \$ 85.00 |
| CAD/BIM Technician        | \$ 80.00 |
| Administrative Assistant  | \$ 74.00 |
| Expert Witness Testimony  | \$290.00 |

**Exhibit D**  
**RATE SCHEDULE**

| <b>ENCOTECH ENGINEERING CONSULTANTS</b> | <b>HOURLY<br/>RATE</b> | <b>TX REGISTRATION NO.<br/>F-1141</b> |
|---|------------------------|---------------------------------------|
| <b>PRINCIPAL:</b>                       | <b>\$ 300.00</b>       |                                       |
| <b>PROJECT ENGINEER VI:</b>             | <b>\$ 265.00</b>       |                                       |
| <b>PROJECT ENGINEER V:</b>              | <b>\$ 230.00</b>       |                                       |
| <b>PROJECT ENGINEER IV:</b>             | <b>\$ 210.00</b>       |                                       |
| <b>PROJECT ENGINEER III:</b>            | <b>\$ 185.00</b>       |                                       |
| <b>PROJECT ENGINEER II:</b>             | <b>\$ 155.00</b>       |                                       |
| <b>PROJECT MANAGER II:</b>              | <b>\$ 155.00</b>       |                                       |
| <b>PROJECT MANAGER I:</b>               | <b>\$ 135.00</b>       |                                       |
| <b>GRADUATE ENGINEER V:</b>             | <b>\$ 125.00</b>       |                                       |
| <b>GRADUATE ENGINEER IV:</b>            | <b>\$ 115.00</b>       |                                       |
| <b>GRADUATE ENGINEER III:</b>           | <b>\$ 110.00</b>       |                                       |
| <b>GRADUATE ENGINEER II:</b>            | <b>\$ 105.00</b>       |                                       |
| <b>GRADUATE ENGINEER I:</b>             | <b>\$ 100.00</b>       |                                       |
| <b>CAD / DESIGNER III:</b>              | <b>\$ 116.10</b>       |                                       |
| <b>ADMINISTRATIVE I:</b>                | <b>\$ 70.00</b>        |                                       |

**Commissioners Court - Regular Session**

**18.**

**Meeting Date:** 04/30/2019

Diamond Surveying WA10 On Call Survey

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 10 in the amount of \$50,000.00 to expire December 31, 2020 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated February 18, 2015 for On Call Survey - Various County Roads for Williamson County Road and Bridge.

**Background**

**Fiscal Impact**

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

**Attachments**

Diamond Surveying WA10 On Call Survey

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/25/2019

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

04/25/2019 11:10 AM

04/25/2019 11:21 AM

Started On: 04/22/2019 09:28 AM

**WORK AUTHORIZATION NO. 10**

**PROJECT: On Call Survey – Various County Roads**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 18, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$50,000.00**.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2020**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

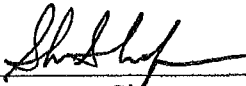
Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

SURVEYOR:

Diamond Surveying, Inc.

By:   
Signature

Shane Shafer RPLS  
Printed Name

President  
Title

COUNTY:

Williamson County, Texas

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

Bill Gravell, Jr.  
Printed Name

Williamson County Judge  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

## Attachment A - Services to be Provided by County

1. County will provide the specifications requirements for all surveys.
2. County will provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule.
3. County will provide aluminum caps for iron rods, if applicable.
4. County will provide brass caps for flush mount ROW markers, if applicable.
5. County will provide a single point of contact, to be identified upon Notice to Proceed.
6. County will provide project management.

## Attachment B - Services to be Provided by Surveyor

Surveyor will perform field and office work to provide Professional Survey Services on an on-call basis as needed for survey tasks such as:

1. Perform record research to prepare efforts for field crew boundary search.
2. Perform field surveys to tie boundary monuments and evidence of right-of-way lines.
3. Prepare metes and bounds description with sketches for surveyed tracts of land.
4. Perform design surveys to locate, but are not limited to, existing utilities, topographical features, existing improvements and existing right-of-ways.
5. Prepare Microstation drawings showing results of survey.
6. Stake right-of-way lines for fence construction.
7. Perform construction surveys to
  - stake existing or proposed right-of-ways and centerline, proposed improvements.
  - recover and check existing control points
  - establish additional control points.
8. Perform quality assurance, quality control, and review of other surveyors' work.
9. Miscellaneous.

## Attachment C - Work Schedule

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

Attachment D - Fee Schedule

STANDARD RATE SCHEDULE

Effective January 1, 2010, the following rates apply to work performed on an hourly-charge basis.

**DIRECT LABOR**

**OFFICE PERSONNEL SERVICES**

| <u>Classification</u>                 | <u>Rates</u>      |
|---------------------------------------|-------------------|
| Registered Professional Land Surveyor | \$120.00 per hour |
| R.P.L.S. as expert witness            | \$165.00 per hour |
| Project Surveyor                      | \$100.00 per hour |
| GPS Processor                         | \$100.00 per hour |
| Survey Technician                     | \$ 95.00 per hour |
| Secretary                             | \$ 60.00 per hour |

**FIELD PARTY SERVICES**

| <u>Classification</u>                   | <u>Rates</u>      |
|---|-------------------|
| 1-Man Field Party                       | \$110.00 per hour |
| 2-Man Field Party                       | \$140.00 per hour |
| 3-Man Field Party                       | \$160.00 per hour |
| 4-Man Field Party                       | \$180.00 per hour |
| Charges for special equipment:          |                   |
| GPS Field Base Unit with Rover (R.T.K.) | \$80.00 per hour  |
| Additional Rover (R.T.K.)               | \$70.00 per hour  |
| GPS Field Base Unit for Static Session  | \$70.00 per hour  |
| Robotic Total Station with Rover        | \$80.00 per hour  |

Notes:

Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

**Commissioners Court - Regular Session**

**19.**

**Meeting Date:** 04/30/2019

Aggregates 1705-163 renewal 2

**Submitted For:** Randy Barker

**Submitted By:** Dianne West, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of contract 1705-163 for Aggregates for Surface Treatments with Industrial Asphalt and Aggregates, for the same pricing, terms and conditions as the existing contract for the term of June 06, 2019 – June 05, 2020.

**Background**

This is the second extension for this contract. The Road and Bridge Department submitted a Vendor Performance Report (VPR) for the vendor that reflects that all County requirements on this Contract were met and requests to renew for the second renewal period. This was approved in the FY19 budget under line item 01.0200.0210.003556, Aggregate/Rock Materials .

**Fiscal Impact**

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

**Attachments**

Aggregates 1705-163 renewal 2

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 04/25/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

04/25/2019 08:42 AM  
04/25/2019 09:01 AM  
Started On: 04/23/2019 12:25 PM



## Summary Agreement for Renewal of Williamson County Contract

|  |   |   |               |                         |                             |                         |                             |                         |                             |
|--|---|---|---------------|-------------------------|-----------------------------|-------------------------|-----------------------------|-------------------------|-----------------------------|
| <b>Purchase/Contract Type:</b>   | Commodity   | <b>Department:</b>                                    | Road & Bridge |                         |                             |                         |                             |                         |                             |
| <b>Vendor Name:</b>  | Industrial Asphalt and Aggregate  |   |               |                         |                             |                         |                             |                         |                             |
| <b>Vendor Address:</b>   | 9020 Capital of Texas Highway, Building II, Suite 250, Austin, TX 78759 |   |               |                         |                             |                         |                             |                         |                             |
| <b>Purpose/Intended Use of Product or Service (summary):</b>   |   |   |               |                         |                             |                         |                             |                         |                             |
| Aggregates for Surface Treatments; items 1-3   |   |   |               |                         |                             |                         |                             |                         |                             |
| <b>P.O./Contract Number:</b>   | 1705-163  | <b>Effective Date:</b>                                | 06/06/2019    |                         |                             |                         |                             |                         |                             |
| <b>Purchaser/Contract Specialist:</b>  | Dianne West   | <b>Expiration Date:</b>                               | 06/05/2020    |                         |                             |                         |                             |                         |                             |
| <b>Requested By:</b>   | Terron Evertson, Department Director                                    |   |               |                         |                             |                         |                             |                         |                             |
| <b>Detailed description of renewal of product and/or service.</b>  |   |   |               |                         |                             |                         |                             |                         |                             |
| <ul style="list-style-type: none"> <li>• Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li> <li>• PLEASE INCLUDE THE FOLLOWING:             <ul style="list-style-type: none"> <li>- COMPLETED 1295 FORM; AND</li> <li>- RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> <li>• <b>Extend Contract for the 2<sup>nd</sup> of two (2) one year renewal option periods:</b> <table style="margin-left: 20px; border: none;"> <tr> <td>Renewal Option Period 2</td> <td>June 6, 2019 – June 5, 2020</td> </tr> <tr> <td>Renewal Option Period 1</td> <td>June 6, 2018 – June 5, 2019</td> </tr> <tr> <td>Initial Contract Period</td> <td>June 6, 2017 – June 5, 2018</td> </tr> </table> </li> </ul> |   |   |               | Renewal Option Period 2 | June 6, 2019 – June 5, 2020 | Renewal Option Period 1 | June 6, 2018 – June 5, 2019 | Initial Contract Period | June 6, 2017 – June 5, 2018 |
| Renewal Option Period 2  | June 6, 2019 – June 5, 2020   |   |               |                         |                             |                         |                             |                         |                             |
| Renewal Option Period 1  | June 6, 2018 – June 5, 2019   |   |               |                         |                             |                         |                             |                         |                             |
| Initial Contract Period  | June 6, 2017 – June 5, 2018   |   |               |                         |                             |                         |                             |                         |                             |
| <b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>  |   |   |               |                         |                             |                         |                             |                         |                             |
| Vendor   | <u>Industrial Asphalt, LLC.</u>   | Williamson County, 710 Main St., Georgetown, TX 78626 |               |                         |                             |                         |                             |                         |                             |
| Name   | <u>Robert Sutton</u>  | Bill Gravell  |               |                         |                             |                         |                             |                         |                             |
| Title  | <u>Sales Manager</u>  | Williamson County Judge                               |               |                         |                             |                         |                             |                         |                             |
| Signature  | <u>[Signature]</u>  | Signature _____                                       |               |                         |                             |                         |                             |                         |                             |
| Date   | <u>04/17/2019</u>   | Date _____  |               |                         |                             |                         |                             |                         |                             |

**Commissioners Court - Regular Session**

**20.**

**Meeting Date:** 04/30/2019

Advertisement Approval RFQ 1904-314 Structural Engineering Services

**Submitted For:** Randy Barker

**Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Structural Engineering Services - Review Cave/Void Closure Plans & Misc Structural Analysis under RFQ #1904-314.

**Background**

Williamson County is seeking qualified firms to provide structural engineering services to review cave/void closure plans and miscellaneous structural analysis. Department point of contact is Bob Daigh. Funding Source 01.0200.0210.004100.

**Fiscal Impact**

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

**Attachments**

RFQ Packet

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 04/25/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

04/25/2019 08:44 AM  
04/25/2019 09:03 AM  
Started On: 04/24/2019 07:51 AM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

## **WILLIAMSON COUNTY PURCHASING DEPARTMENT**

### **SOLICITATION 1904-314**

Structural Engineering Services - Cave/Void Closure Plans & Misc Structural

**STATEMENTS OF QUALIFICATIONS MUST BE  
RECEIVED ON OR BEFORE: May 22, 2019  
3:30:00 PM CDT**

**STATEMENTS OF QUALIFICATIONS  
WILL BE PUBLICLY OPENED:  
May 22, 2019 3:30:00 PM CDT**

Notice is hereby given that sealed statements of qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Specifications for this Request for Qualifications may be obtained from [www.bidsync.com](http://www.bidsync.com)

**DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:**

[www.bidsync.com](http://www.bidsync.com)

**STATEMENTS OF QUALIFICATIONS MAY BE MAILED OR DELIVERED TO:**

Williamson County Purchasing Department  
100 Wilco Way  
Suite P101  
Georgetown, TX 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt. Statements of Qualifications will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Statements of Qualifications shall be opened in a manner that avoids disclosure of the contents to competing Respondents and maintains the confidentiality of the Statements of Qualifications during negotiations. Statements of Qualifications will be open for public inspection after the Contract Award. Respondents are invited

to attend the sealed Statement of Qualifications opening.

If mailed or delivered in person, submit Statement of Qualifications package with the RFQ number, RFQ name, Name and Address of Respondent, and the Date of the RFQ opening marked on the outside of the envelope. Each firm/team should follow the format outlined in the Qualification Section. Failure by the firm/team to submit documentation in the required format may disqualify the firm/team from further consideration. Each firm/team shall submit one (1) signed and dated original (marked original) with six (6) individually bound copies (marked copy) and one (1) electronic copy of the required documentation on a thumb drive. The response should be in separate loose leaf binders or spiral bound on one sided (8 ½ x 11 inch) sized white paper, 12 pitch font, and tab-indexed corresponding to the sections outlined in the Qualifications Section. Include only the information specified for each section. Responses should be limited to ten (10) pages, not including tab-indexed pages. The response must be sealed and clearly identified and marked

All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com)

It is the Respondent's responsibility to review all documents in Bidsync including any addenda that may have been added after the document packet was originally released and posted. Any addenda and/or other information relevant to the RFQ will be posted on [www.bidsync.com](http://www.bidsync.com). The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

All interested Respondents are invited to submit a Statement of Qualifications in accordance with the Instructions and Requirements, RFQ Format, RFQ Specifications, and Definitions, stated in this RFQ. Respondents are strongly encouraged to carefully read the entire RFQ. Williamson County will NOT be responsible for unmarked or improperly marked envelopes. Facsimile transmittals will NOT be accepted.

**Bid 1904-314****Structural Engineering Services - Cave/Void Closure Plans & Misc Structural**

|                            |   |
|----------------------------|---|
| Bid Number                 | 1904-314  |
| Bid Title                  | Structural Engineering Services - Cave/Void Closure Plans & Misc Structural   |
| Bid Start Date             | In Held   |
| Bid End Date               | May 22, 2019 3:30:00 PM CDT   |
| Question & Answer End Date | May 17, 2019 3:00:00 PM CDT   |
| Bid Contact                | Blake Skiles<br>Senior Purchasing Specialist<br>512-943-1478<br>blake.skiles@wilco.org  |
| Contract Duration          | 1 year  |
| Contract Renewal           | 4 annual renewals   |
| Prices Good for            | 90 days   |
| Pre-Bid Conference         | May 8, 2019 10:00:00 AM CDT<br><b>Attendance is mandatory</b><br>Location: Williamson County Central Maintenance Facility 3151 SE Inner Loop, Georgetown, TX 78626      |
| Bid Comments               | <b>Williamson County is seeking qualified firms to provide structural engineering services to review cave/void closure plans and miscellaneous structural analysis.</b> |

**Item Response Form**

|   |   |
|---|---|
| Item                                    | 1904-314--01-01 - Please Attach All Documents To This Line      |
| Quantity                                | 1 each  |
| Prices are not requested for this item. |   |
| Delivery Location                       | <b>Williamson County, Texas</b><br><u>No Location Specified</u> |
|   | Qty 1   |

**Description**

Please Attach All Documents To This Line

## **GENERAL INFORMATION AND SPECIFICATIONS**

### **SCOPE OF SERVICES**

Williamson County is soliciting qualifications of firms interested in providing structural engineering services to prepare and review cave void closure plans. Engineering firms must have a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code.

### **TECHNICAL EXPERTISE**

Engineering firms must have knowledge and experience preparing cave closure plans in accordance with TCEQ regulations.

## RFQ Comments

If entering an electronic qualification in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM.

The response shall be structured as defined below:

1. Page one: A one (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. Page two: Provide organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart.
3. Page three: Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in **June 2019**.
4. Page four: Provide information regarding the project manager's experience, knowledge, skills and abilities as they relate to structural projects.
5. Pages five: Provide information regarding the key project staff's experience, knowledge, skills and abilities as they relate to structural projects.
6. Page six: Provide information regarding your understanding of the project.
7. Appendix A: Provide resumes of project manager and key staff shown on the organizational chart. Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered non-responsive. Limit individual resume length to no more than four single sided pages.
8. Appendix B: Debarment and Licensing Certificate
9. Appendix C: Conflict of Interest Statement

### NOTE:

- If filing electronically via Bidsync, the "Conflict of Interest Statement" and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.
- For purposes of the RFQ, a page is defined to be one (1) side of an 8 ½" x 11" sheet of paper.

**Pass/Fail Criteria**

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this and providing the location of the office, must be included in the transmittal letter.

**Evaluation and Scoring Criteria for the Statement of Qualifications and the Interview**

| <b>Evaluation Criteria</b>   | <b>Maximum Score Points</b> |
|--|-----------------------------|
| Texas Office Location  | Pass/Fail                   |
| Project Manager's Experience/Qualifications with structural projects             | 25                          |
| Individuals on Project Team's Experience/Qualifications with structural projects | 25                          |
| Understanding of project   | 25                          |
| Availability of Project Manager, task leads and relevant staff                   | 25                          |
| Total Evaluation Points  | 100                         |

**Evaluation and Selection process**

Statements of Qualifications shall be evaluated and scored by a committee of Williamson County employees using the Evaluation and Scoring Criteria enclosed. Williamson County may recommend a contract strictly on the basis of the initial proposal and/or may have interviews with some or all of the respondents to determine its final recommendation. The selection committee will present its recommendation to the Williamson County Commissioners Court. Please note that the Williamson County Commissioners Court will make the final selection of providers for all contracts.

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

### OFFICE USE ONLY

Date Received

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

**DEBARMENT AND LICENSING CERTIFICATION****STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named hereinbelow and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default;
- (e) Is registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- (f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

---

 Name of Firm

---

 Signature of Certifying Official

---

 Printed Name of Certifying Official

---

 Title of Certifying Official

---

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

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_  
\_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_, on behalf of  
said Firm.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My commission expires: \_\_\_\_\_

## Question and Answers for Bid #1904-314 - Structural Engineering Services - Cave/Void Closure Plans & Misc Structural

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session**

**21.**

**Meeting Date:** 04/30/2019

Discuss consider and take appropriate action on approval of the final plat for Psalm 23 subdivision – Pct 4

**Submitted For:** Terron Evertson

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for Psalm 23 subdivision – Precinct 4.

**Background**

This proposed subdivision consists of 1 lot and no new public roads.

**Timeline**

- 2019-03-18 – Initial submittal of final plat
- 2019-03-29 – 1st review complete with comments
- 2019-04-02 – 2nd submittal of final plat
- 2019-04-10 – 2nd review complete with comments
- 2019-04-18 – 2nd round review comments revised
- 2019-04-19 – 3rd submittal of final plat
- 2019-04-23 – 3rd review complete and all comments clear
- 2019-04-23 – 4th submittal of final plat with all signatures
- 2019-04-25 – final plat placed on April 30, 2019 Court agenda for consideration

**Fiscal Impact**

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

**Attachments**

[final plat - Psalm 23](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Adam Boatright  
 Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 12:05 PM  
 Started On: 04/25/2019 11:44 AM

OWNERS CERTIFICATION

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

THAT MOLLY ANN BOWMAN THOMAS, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018100194 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS PSALM 23 SUBDIVISION, LOCATED IN WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23 DAY OF April, 2019.

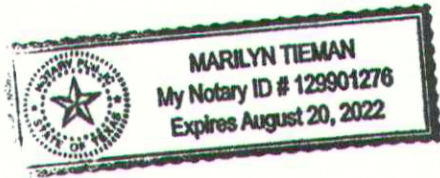
Molly Ann Bowman Thomas
MOLLY ANN BOWMAN THOMAS, AUTHORIZED PERSON
100 VICKSBURG LOOP
ELGIN, TEXAS 78621

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, ON THE 23 DAY OF April, 2019.

Notary Public, State of Texas
Marilyn Tieman

PRINTED NAME
MY COMMISSION EXPIRES: 8-20-2022



IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR REPRESENTATIONS BY ANY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE.

NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE [FLOODPLAIN DEVELOPMENT PERMIT] FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

SURVEYOR'S CERTIFICATION

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Teresa Baker
Teresa Baker
Williamson County Addressing Coordinator

THAT I, BRUCE LANE BRYAN, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION ORDINANCES ADOPTED BY WILLIAMSON COUNTY, TEXAS. THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY. THE ATTACHED METES AND BOUNDS DESCRIPTION RESULTS IN A SATISFACTORY MATHEMATICAL CLOSURE. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

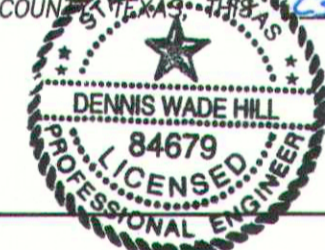
BRUCE LANE BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249
STATE OF TEXAS
TBPLS FIRM REGISTRATION NO. 10128500



ENGINEER'S CERTIFICATION

I, DENNIS W. HILL, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION, PARCEL IS NOT ENCRoACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0725E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE COUNTY OF WILLIAMSON REGULATIONS. THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENT SHOWN AND / OR PUBLIC RIGHT OF WAY DEDICATED TO THIS PLAT, TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT, TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS 23 DAY OF April, 2019.

DENNIS W. HILL
REGISTERED PROFESSIONAL ENGINEER
NO. 54469 STATE OF TEXAS
From No. # 3532



COUNTY ENGINEER'S CERTIFICATION

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

LEGAL DESCRIPTION

3.000 ACRES

These notes describe that certain tract of land located in the THOMAS A. GRAVES SURVEY, A-252, situated in Williamson County, Texas; subject tract being a part of and out of a called "108.46 Acres" conveyed in an Executor's Special Warranty Deed from Paula C. Bryant, Independent Executor, to Paula Chrisanne Brown Bryant dated 6-6-2002 as recorded in Document No. 2002043640 of the Official Public Records of Williamson County (OPRWC), being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on October 30, 2018 and being more fully described as follows:

COMMENCING at a found 1/2" iron rod at the Southeast corner of said "108.46 Acres" (North = 10,132,571.454 feet, East = 3,250,361.772 feet) in the North line of County Road No. 464; THENCE with the South line of said "108.46 Acres" and said North line of County Road No. 464 as follows:

North 61° 33' 32" West 376.14 feet to a found 1/2" iron rod (capped "2218") and North 61° 14' 55" West 297.22 feet to a set 1/2" iron rod (capped Bryan Technical Services) at the Southeast corner of subject tract, same being the PLACE OF BEGINNING of this description;

THENCE North 61° 14' 55" West, continuing with the South line of said "108.46 Acres" and said North line of County Road No. 464, a distance of 39.89 feet to a found 1/2" iron rod (capped "2218") at an exterior corner of said "108.46 Acres";

THENCE North 60° 11' 51" West, continuing with the South line of said "108.46 Acres" and said North line of County Road No. 464, a distance of 160.11 feet to a set 1/2" iron rod (capped Bryan Technical Services) at the Southwest corner of subject tract; found a 1/2" iron rod (capped "2218") at an exterior corner of said "108.46 Acres" bearing North 60° 11' 51" West a distance of 147.36 feet;

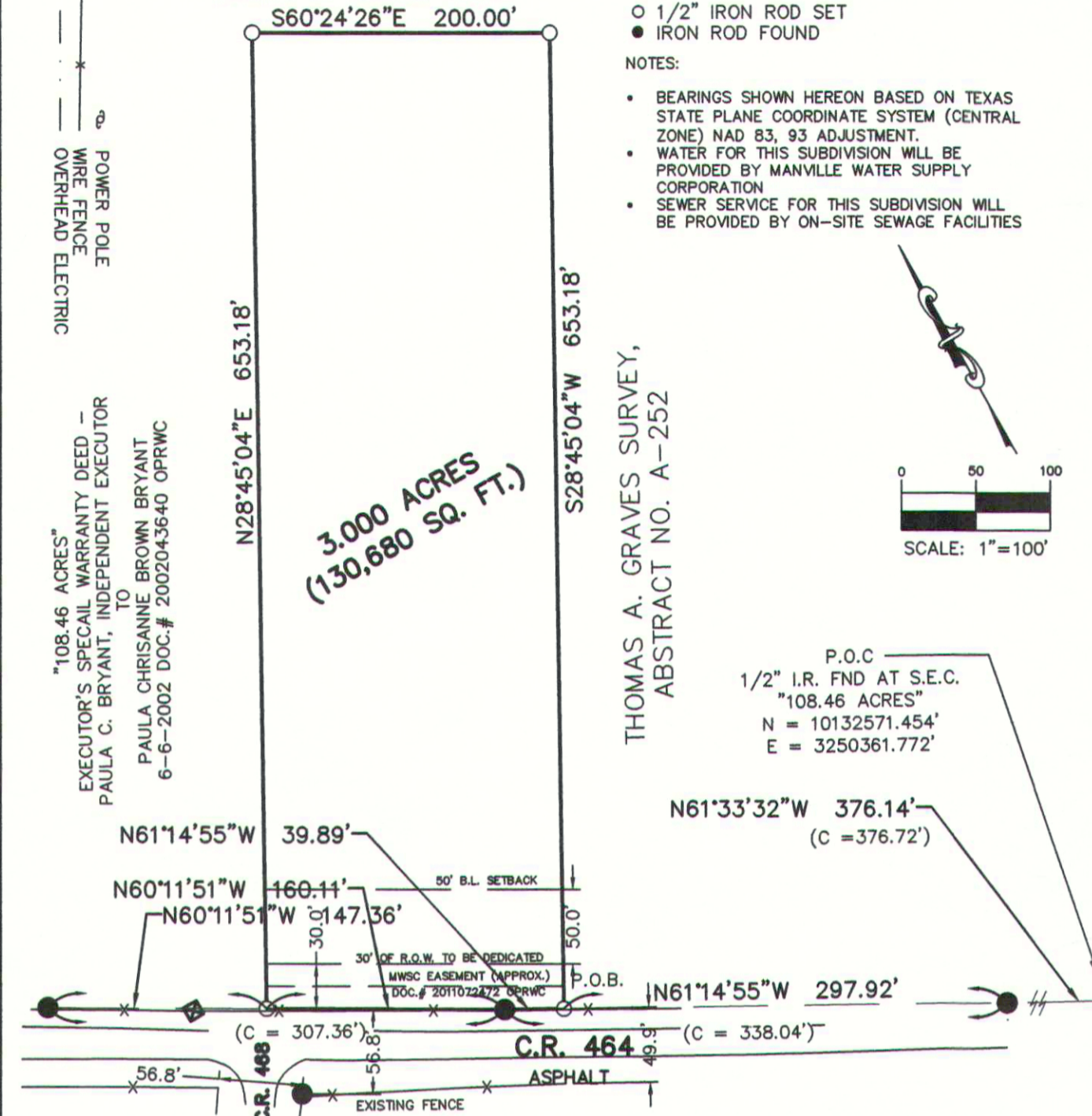
THENCE North 28° 45' 04" East with the West line of subject tract, over and across said "108.46 Acres", a distance of 653.18 feet to a set 1/2" iron rod (capped Bryan Technical Services) at the Northwest corner of same;

THENCE South 60° 24' 26" East with the North line of subject tract, over and across said "108.46 Acres", a distance of 200.00 feet to a set 1/2" iron rod (capped Bryan Technical Services) at the Northeast corner of same;

THENCE South 28° 45' 04" West with the East line of subject tract, over and across said "108.46 Acres", a distance of 653.18 feet to the PLACE OF BEGINNING containing according to the dimensions herein stated an area of 3.000 Acres of Land.

FINAL PLAT
PSALM 23 SUBDIVISION

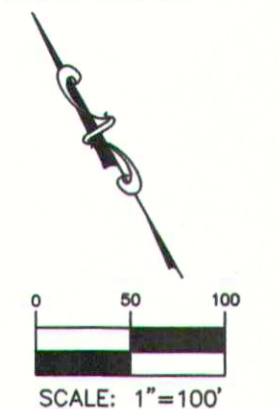
S60°24'26"E 200.00'



LEGEND:

- 1/2" IRON ROD SET
IRON ROD FOUND

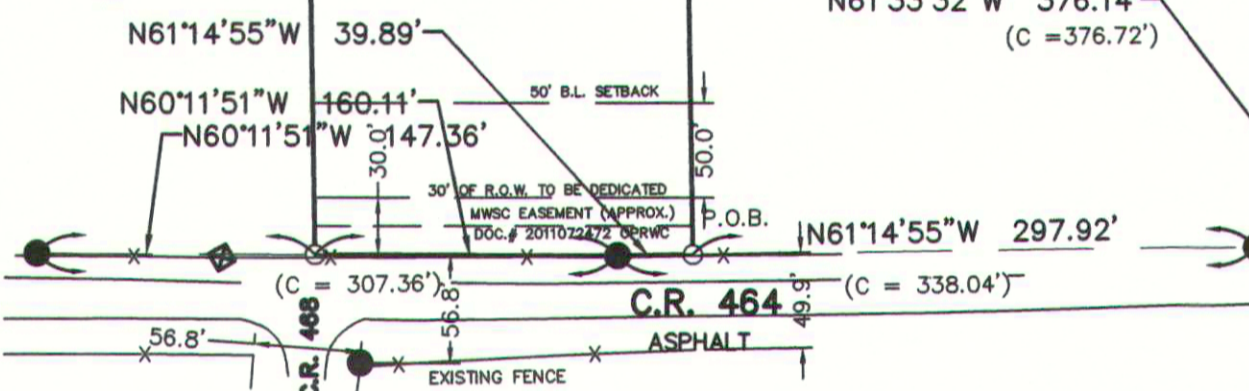
- BEARINGS SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD 83, 93 ADJUSTMENT.
WATER FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION
SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES



3.000 ACRES
(130,680 SQ. FT.)

THOMAS A. GRAVES SURVEY,
ABSTRACT NO. A-252

P.O.C
1/2" I.R. FND AT S.E.C.
"108.46 ACRES"
N = 10132571.454'
E = 3250361.772'



OWNERS CERTIFICATION

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

THAT BRUCE PHILLIP THOMAS JR., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018100194 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS PSALM 23 SUBDIVISION, LOCATED IN WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23 DAY OF April, 2019.

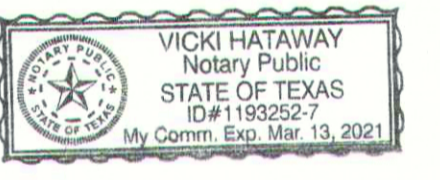
Bruce Phillip Thomas Jr.
BRUCE PHILLIP THOMAS JR., AUTHORIZED PERSON
100 VICKSBURG LOOP
ELGIN, TEXAS 78621

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 23 DAY OF April, 2019.

Notary Public, State of Texas
Vicki Hataway

PRINTED NAME
MY COMMISSION EXPIRES: 3-13-21



LIEN HOLDER

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

THAT PAULA CHRISANNE BROWN BRYANT, THE LIEN HOLDER OF THAT CERTAIN 3.000 ACRE TRACT OF LAND RECORDED IN DOCUMENT NUMBER 2018100194 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 3.000 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23 DAY OF April, 2019.

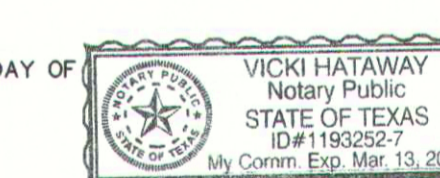
Paula Chrisanne Brown Bryant
PAULA CHRISANNE BROWN BRYANT
6-6-2002 DOC.# 2002043640 OPRWC

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 23 DAY OF April, 2019.

Notary Public, State of Texas
Vicki Hataway

PRINTED NAME
MY COMMISSION EXPIRES: 3-13-21



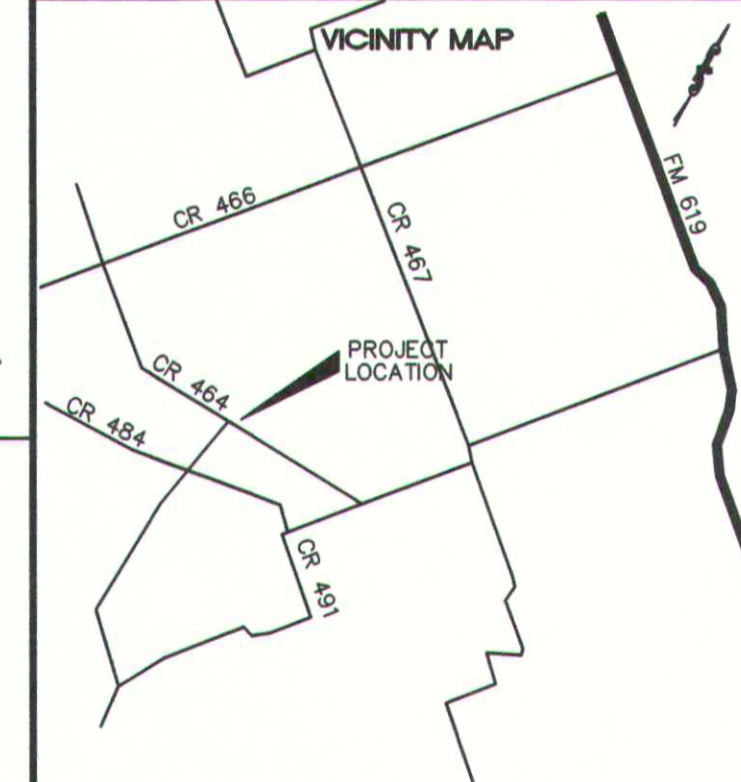
RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OF NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1 (B10.1 2000 RULES), ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

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



WILLIAMSON COUNTY JUDGE

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76754
PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500

www.bryantechnicalservices.com

Table with columns: NO., DATE, REVISIONS, BY. Contains revision history for the plat.

DRAWN BY: BM CHECKED BY: BLB

SCALE: 1" = 100' APPROVED BY: BLB

PROJECT NO. 18-879 DATE: MARCH 18, 2019

WILLIAMSON COUNTY CLERK

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF 2019 A.D., AT O'CLOCK, .M., AND DULY RECORDED THIS THE DAY OF 2019 A.D., AT O'CLOCK, .M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

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

**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 04/30/2019

Discuss consider and take appropriate action on approval of the final plat for the Villasana Horizon subdivision – Pct 4

**Submitted For:** Terron Evertson

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Villasana Horizon subdivision – Precinct 4.

**Background**

This subdivision consists of 9 lots and no new public roads.

**Timeline**

- 2019-01-18 – initial submittal of final plat received
- 2019-02-11 – 1<sup>st</sup> review complete with comments
- 2019-02-26 – 2<sup>nd</sup> submittal of final plat received
- 2019-03-11 – 2<sup>nd</sup> review complete with minor comments
- 2019-03-27 – County OSSF comments clear
- 2019-04-24 – 3<sup>rd</sup> submittal of final plat with all signatures and all comments clear
- 2019-04-25 – Final plat placed on April 30, 2019 Court agenda for consideration

**Fiscal Impact**

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

**Attachments**

[final plat - Villasana Horizon](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Adam Boatright  
 Final Approval Date: 04/25/2019

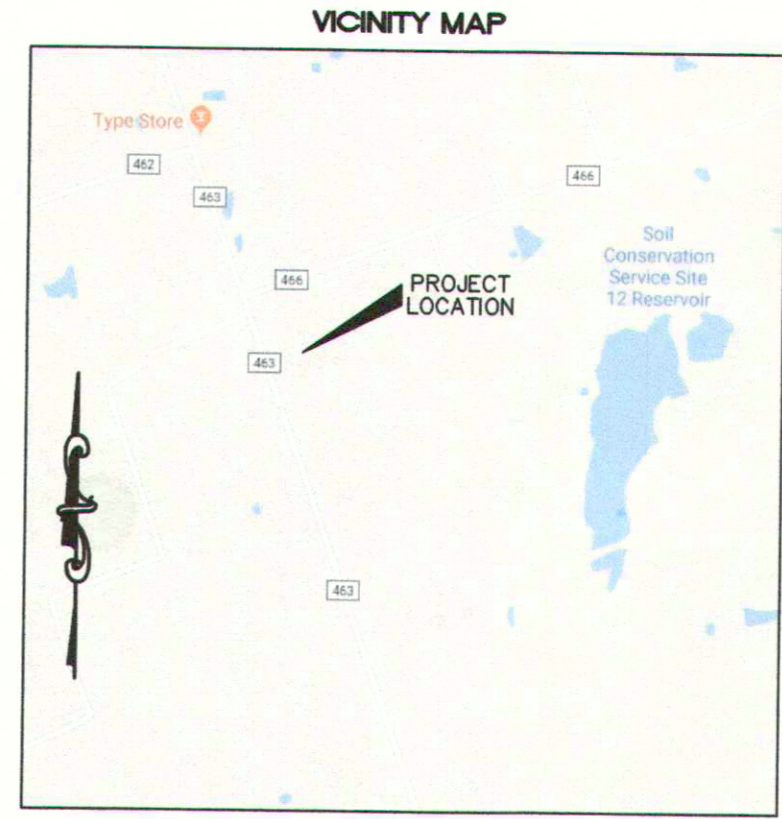
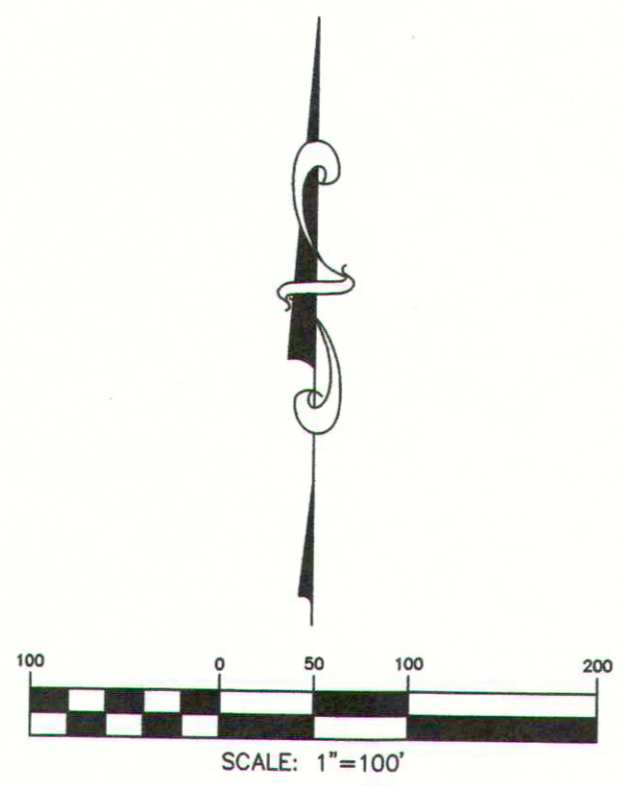
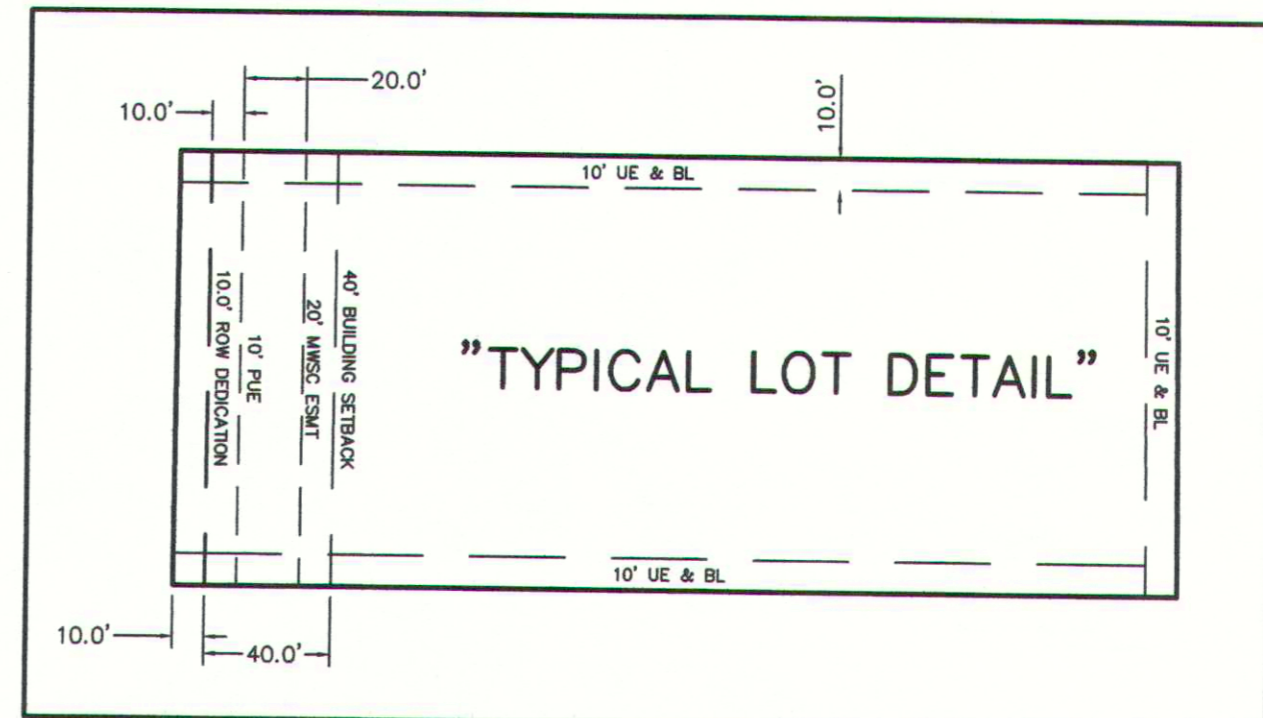
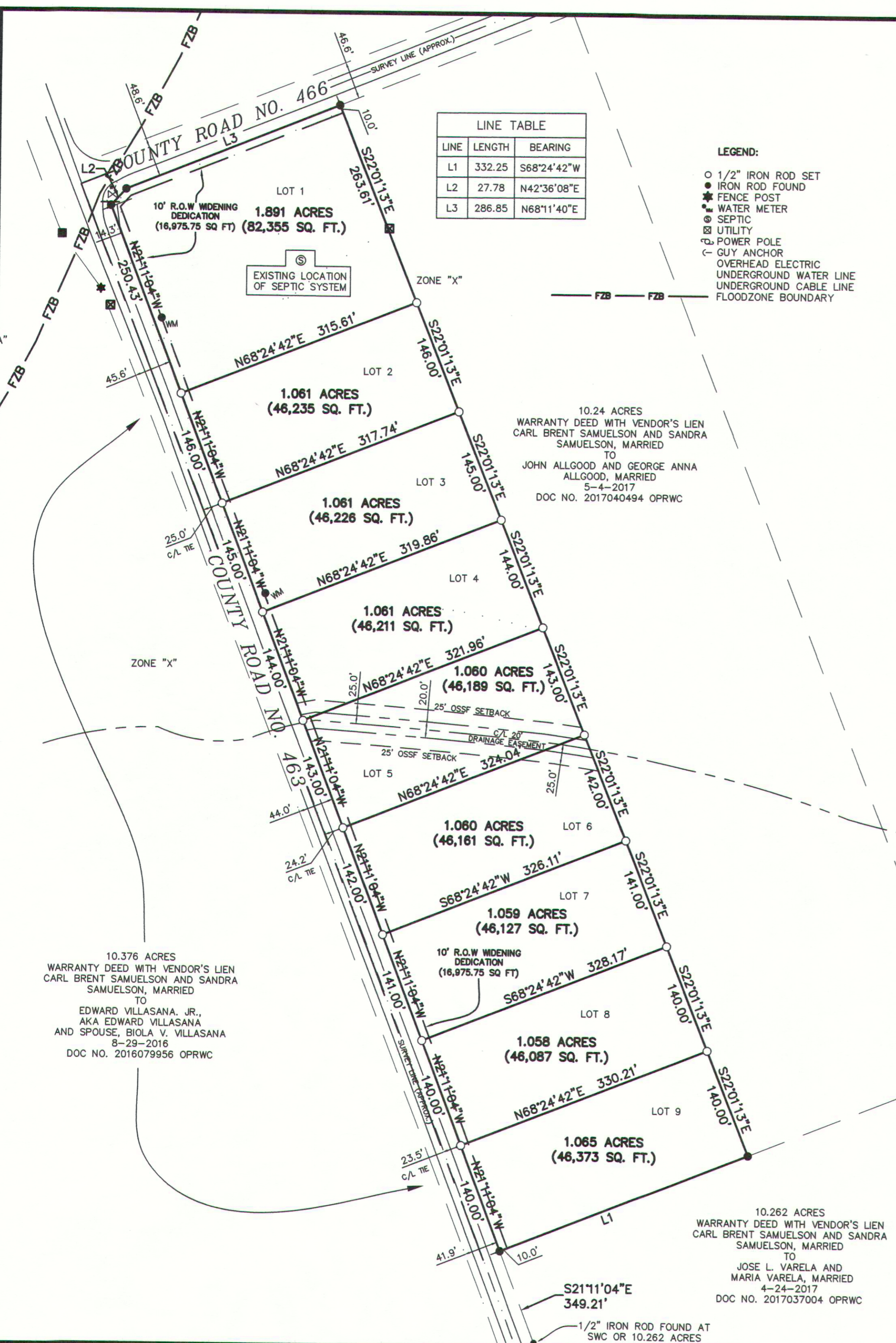
**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 12:05 PM  
 Started On: 04/25/2019 11:48 AM

# FINAL PLAT OF VILLASANA HORIZON



**FLOOD NOTE:**  
THE PROPERTY DEPICTED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F.I.R.M. PANEL NO. 48491C0725E, EFFECTIVE DATE SEPTEMBER 26, 2008, LOCATED IN ZONE "X" (UNSHADED).

**PLAT NOTES:**  
IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

(If any sidewalks) ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

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

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

EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES

WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION.

ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

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

**BRYAN TECHNICAL SERVICES, INC.**

911 NORTH MAIN TAYLOR, TX 76754  
PHONE: (512) 352-9090  
FAX: (512) 352-9091

FIRM No. 10128500  
surveying@austin.rr.com  
www.bryantechnicalservices.com

| NO. | DATE | REVISIONS | BY |
|-----|------|-----------|----|
|     |      |           |    |
|     |      |           |    |

DRAWN BY: AVC  
SCALE: 1" = 100'  
PROJECT NO. 18-046

CHECKED BY: BLB  
APPROVED BY: BLB  
DATE: MARCH 27, 2019

OWNERS CERTIFICATION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §
THAT, EDWARD VILLASANA, JR., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2016079956, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VILLASANA HORIZON, LOCATED IN WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28 DAY OF March 20 19

Edward Villasana AUTHORIZED PERSON

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 28 DAY OF March 2019.

Nicole A Borton-Covaccio
NOTARY PUBLIC, STATE OF TEXAS
Nicole A Borton-Covaccio
PRINTED NAME
MY COMMISSION EXPIRES: 1/3/23



OWNERS CERTIFICATION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §
THAT, BIOLA V. VILLASANA, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2016079956, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VILLASANA HORIZON, LOCATED IN WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28 DAY OF March 20 19

Biola H. Villasana AUTHORIZED PERSON

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 28 DAY OF March 2019.

Nicole A Borton-Covaccio
NOTARY PUBLIC, STATE OF TEXAS
Nicole A Borton-Covaccio
PRINTED NAME
MY COMMISSION EXPIRES: 1/3/23



STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §
THAT, CAPITAL FARM CREDIT, THE LIEN HOLDER ON THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC.# 2016079956 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, DOES HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VILLASANA HORIZON SUBDIVISION, LOCATED IN WILLIAMSON COUNTY, TEXAS.

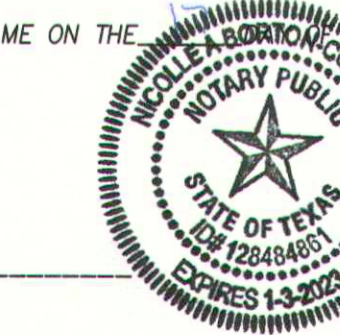
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17 DAY OF April 20 19

J. Terron Evertson AUTHORIZED PERSON

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 17 DAY OF April 2019.

Nicole A Borton-Covaccio
NOTARY PUBLIC, STATE OF TEXAS
Nicole A Borton-Covaccio
PRINTED NAME
MY COMMISSION EXPIRES: 1/3/23



FINAL PLAT OF
VILLASANA HORIZON

LEGAL DESCRIPTION 10.376 Acres

These notes describe that certain tract of land, situated in the CHARLES C. SPEAR SURVEY, ABSTRACT NO. 577, located in Williamson County, Texas; subject tract being a called "10.376 Acres" conveyed to Edward Villasana, Jr. and spouse Biola V. Villasana from Carl Brent Samuelson and Sandra Samuelson in a Warranty Deed with Vendor's Lien, dated 8-29-2016 and recorded in Document No. 2016079956, Official Public Records of Williamson County (OPRC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on March 14, 2018, subject tract being more fully described as follows:

BEGINNING at a found 1/2" Iron rod (capped) at the Northeast corner of subject tract being in the South line of Williamson County Road No. 466, and also being at the Northwest corner of a called "10.24 Acres", conveyed in a Warranty Deed with Vendor's Lien to John Allgood and George Anna Allgood, Married, dated 5-4-2017 and recorded in Document No. 2017040494, OPRWC;

THENCE South 22° 01' 13" East with the common line of subject tract and said "10.24 Acres", a distance of 1404.64 feet to a found 1/2" Iron rod (capped) at the Southeast corner of subject tract, also being the Southwest corner of said "10.24 Acres" and also being in the North line of a called "10.262 Acres" conveyed to Jose L. Varela and Maria Varela, Married, dated 4-24-2017 and recorded in Document No. 2017037004 OPRWC;

THENCE South 68° 24' 42" West with the common line of subject tract and said "10.262 Acres", a distance of 332.25 feet to a 1/2" Iron rod found (capped) being in the East line of Williamson County Road No. 463, also being at the Southwest corner of subject tract and the Northwest corner of said "10.262 Acres", from which a 1/2" Iron rod found at the Southwest corner of said "10.262 Acres" bears South 21° 11' 04" East, 349.21 feet;

THENCE North 21° 11' 04" West with the East line of Williamson County Road No. 463 and the West line of subject tract, a distance of 1391.45 feet to a 1/2" Iron rod found (capped) being an exterior corner of subject tract, also being at the intersection of aforementioned Williamson County Road No. 463 and Williamson County Road No. 466;

THENCE North 42° 36' 08" East with the South line of said Williamson County Road No. 466 and the North line of subject tract, a distance of 27.78 feet to a 1/2" Iron rod found (capped) at an exterior corner of subject tract;

THENCE North 68° 11' 40" East with the South line of said Williamson County Road No. 466 and the North line of subject tract, a distance of 286.85 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated an area of 10.376 Acres.

SURVEYOR'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, BRUCE LANE BRYAN, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION ORDINANCES ADOPTED BY WILLIAMSON COUNTY, TEXAS. THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY. THE ATTACHED METES AND BOUNDS DESCRIPTION RESULTS IN A SATISFACTORY MATHEMATICAL CLOSURE.

"THIS TRACT IS NOT LOCATED IN THE EDWARD AQUIFER RECHARGE ZONE"

Signature of Bruce Lane Bryan, DATE 03-28-19

BRUCE LANE BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249
STATE OF TEXAS
TBPLS FIRM REGISTRATION NO. 10128500



COUNTY ENGINEER'S CERTIFICATION

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

J. Terron Evertson 4/24/19
J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

ADDRESS COORDINATOR NOTE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 24th DAY OF April, 2019 A.D.

Teresa Baker Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

ENGINEER'S CERTIFICATION

I, DENNIS W. HILL, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION, PARCEL IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0535E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF TAYLOR REGULATIONS. THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENT SHOWN AND / OR PUBLIC RIGHT OF WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT, TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS 18 DAY OF April 2019

Signature of Dennis W. Hill, DENNIS W. HILL
REGISTERED PROFESSIONAL ENGINEER
NO. 84679 STATE OF TEXAS
Firm Reg # 3532



WILLIAMSON COUNTY JUDGE

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

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY CLERK

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

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

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

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS BY:
BY: \_\_\_\_\_ DEPUTY

PRINTED NAME: \_\_\_\_\_

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500
surveying@austin.rr.com
www.bryantechservices.com

Table with columns: NO., DATE, REVISIONS. Includes fields for DRAWN BY: AVC, CHECKED BY: BLB, SCALE: 1" = N/A, APPROVED BY: BLB, PROJECT NO. 18-046, DATE: MARCH 27, 2019.

**Commissioners Court - Regular Session**

**23.**

**Meeting Date:** 04/30/2019

Discuss consider and take appropriate action on approval of the replat of Lots 1 & 3 of the Twin Creek Farms Phase 3 subdivision – Pct 3

**Submitted For:** Terron Evertson

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the replat of Lots 1 & 3 of the Twin Creek Farms Phase 3 subdivision – Precinct 3.

**Background**

This is a replat of Lots 1 and 3 of the Twin Creek Farms Phase 3 subdivision. The only change is to the property lines separating the two lots. There are no additional lots or roadways being created.

**Timeline**

- 2018-05-02 – initial submittal of replat received
- 2018-07-02 – 1<sup>st</sup> review complete with comments
- 2018-09-10 – 2<sup>nd</sup> submittal of replat received
- 2018-09-12 – 2<sup>nd</sup> review complete with minor comments
- 2018-09-13 to 2019-03-12 – waiting on Owner to resubmit replat
- 2019-04-22 – County OSSF comments clear
- 2019-04-22 – 3<sup>rd</sup> submittal of replat with all signatures and all comments clear
- 2019-04-25 – replat placed on April 30, 2019 Court agenda for consideration

**Fiscal Impact**

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

**Attachments**

[replat - Lots 1 & 3 Twin Creek Farms Ph 3](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Adam Boatright  
 Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

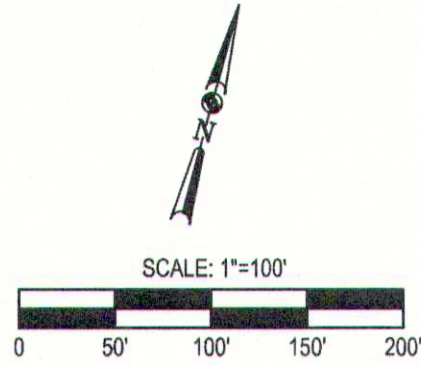
**Date**

04/25/2019 12:05 PM  
 Started On: 04/25/2019 11:51 AM

AS PLATTED

# REPLAT OF LOTS 1 AND 3 TWIN CREEK FARMS PHASE 3 SUBDIVISION

AS PROPOSED

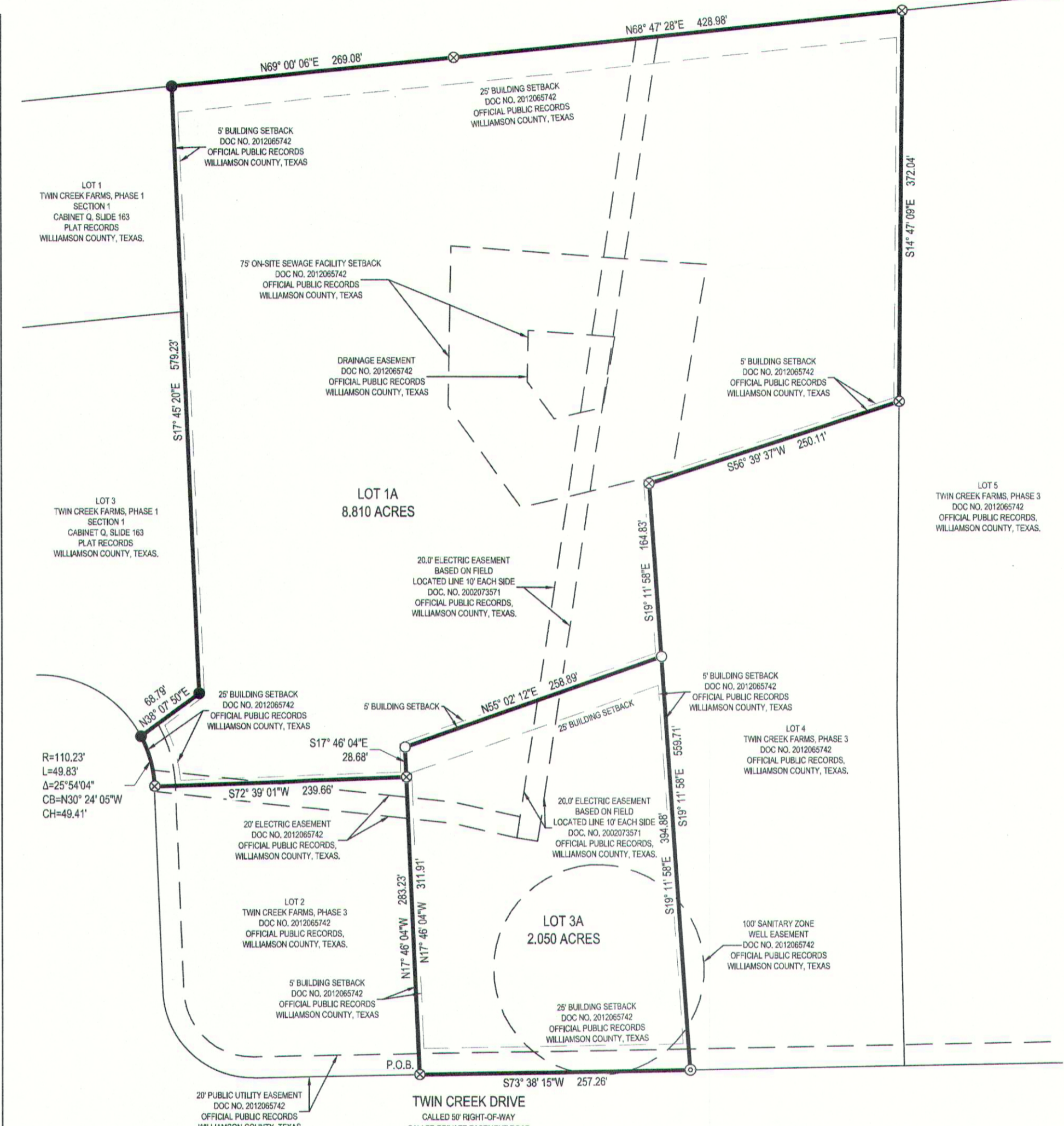
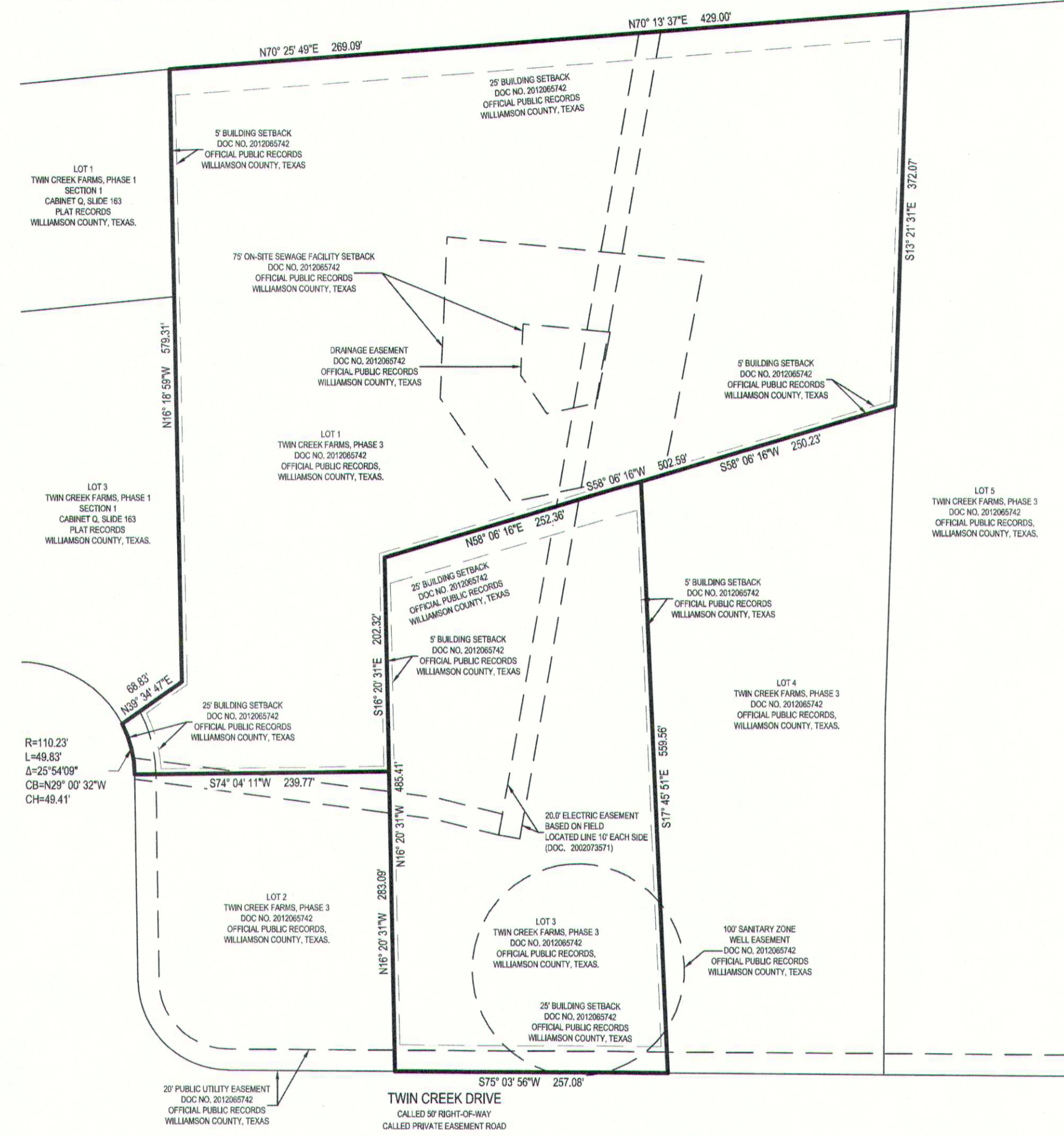
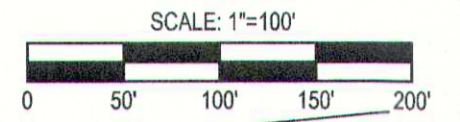


CALLED 44 ACRES  
DESCRIBED IN VOLUME 215, PAGE 274  
DEED RECORDS, WILLIAMSON COUNTY, TEXAS

OWNERSHIP OF RECORD  
DOC NO. 2012065742  
OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS

CALLED 44 ACRES  
DESCRIBED IN VOLUME 215, PAGE 274  
DEED RECORDS, WILLIAMSON COUNTY, TEXAS

OWNERSHIP OF RECORD  
DOC NO. 2015094324  
OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS



**FIELD NOTES FOR A 10.86 ACRE TRACT OF LAND**  
A 10.86 ACRE TRACT OF LAND, OUT OF THE E.W. LAWLER SURVEY, ABSTRACT 392, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF LOT 1 AND ALL OF LOT 3 OF THE TWIN CREEK FARMS, PHASE 3 SUBDIVISION. A PLAT OF RECORD IN DOCUMENT NO. 2012065742 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 10.86 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "FOREST R.P.L.S. 1847" IN THE NORTHWEST RIGHT-OF-WAY LINE OF TWIN CREEK DRIVE, A 50' PRIVATE ROAD EASEMENT, AS SHOWN ON SAID TWIN CREEK FARMS, PHASE 3 PLAT, FOR THE SOUTHWEST CORNER OF LOT 2 OF SAID TWIN CREEK FARMS, PHASE 3 PLAT, FOR THE SOUTHWEST CORNER OF SAID LOT 3 AND FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;  
THENCE N 17° 46' 04" W, DEPARTING THE NORTHWEST RIGHT-OF-WAY LINE OF TWIN CREEKS DRIVE AND WITH THE COMMON LINE BETWEEN SAID LOT 2 AND LOT 3, A DISTANCE OF 283.23 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "FOREST R.P.L.S. 1847" FOR THE NORTHEAST CORNER OF SAID LOT 2, SOUTHEAST EXTERIOR CORNER OF SAID LOT 1 AND AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;  
THENCE S 72° 39' 01" W, WITH THE COMMON LINE BETWEEN SAID LOT 2 AND LOT 1, A DISTANCE OF 239.66 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "FOREST R.P.L.S. 1847" IN THE NORTHEAST RIGHT-OF-WAY LINE OF SAID TWIN CREEK DRIVE, FOR THE NORTHWEST CORNER OF SAID LOT 2, A POINT OF CURVATURE AND THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT 1, AND A POINT OF CURVATURE AND THE MOST WESTERLY SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;  
THENCE WITH THE NORTHEAST RIGHT-OF-WAY LINE OF TWIN CREEKS DRIVE, THE SOUTHWEST LINE OF SAID LOT 1, AND A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 110.23 FEET, AN ARC LENGTH OF 49.83 FEET, A DELTA ANGLE OF 025° 54' 04" AND A CHORD BEARS, N 30° 24' 05" W, A DISTANCE OF 49.41 FEET TO A FOUND 1/2" IRON ROD FOR THE SOUTHEAST CORNER OF LOT 3 OF TWIN CREEK FARMS, PHASE 1, SECTION 1, OF RECORD IN CABINET Q, SLIDE 163 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, A POINT OF NON-TANGENCY AND A WESTERLY EXTERIOR CORNER OF SAID LOT 1 AND THE TRACT DESCRIBED HEREIN;  
THENCE DEPARTING THE NORTHEAST RIGHT-OF-WAY LINE OF TWIN CREEKS DRIVE AND WITH THE COMMON LINES BETWEEN LOT 3 AND LOT 1 OF TWIN CREEKS PHASE 1 AND LOT 1 OF TWIN CREEKS PHASE 3, THE FOLLOWING TWO (2) COURSES:  
1. N 38° 07' 50" E, A DISTANCE OF 88.79 FEET TO A FOUND 1/2" IRON ROD FOR AN INTERIOR CORNER OF SAID LOT 1 AND THE TRACT DESCRIBED HEREIN, AND  
2. N 17° 45' 20" W, A DISTANCE OF 573.23 FEET TO A FOUND 1/2" IRON ROD FOR THE NORTHEAST CORNER OF LOT 1 OF TWIN CREEKS, PHASE 1, THE NORTHWEST CORNER OF LOT 1 OF TWIN CREEKS, PHASE 3 AND THE TRACT DESCRIBED HEREIN;  
THENCE WITH THE NORTH LINES OF SAID LOT 1 OF TWIN CREEKS, PHASE 3, THE FOLLOWING TWO (2) COURSES:  
1. N 69° 00' 00" E, A DISTANCE OF 288.08 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "FOREST R.P.L.S. 1847" FOR AN ANGLE OF THE TRACT DESCRIBED HEREIN, AND  
2. N 68° 47' 28" E, A DISTANCE OF 428.98 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "FOREST R.P.L.S. 1847" FOR THE NORTHWEST CORNER OF LOT 5 OF SAID TWIN CREEKS, PHASE 3, THE NORTHEAST CORNER OF SAID LOT 1 OF TWIN CREEKS, PHASE 3 AND THE TRACT DESCRIBED HEREIN;  
THENCE S 14° 47' 39" E, WITH THE COMMON LINE BETWEEN SAID LOT 1 OF TWIN CREEKS, PHASE 3 AND SAID LOT 5, A DISTANCE OF 372.07 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "FOREST R.P.L.S. 1847" FOR THE NORTHEAST CORNER OF LOT 4 OF TWIN CREEKS, PHASE 3, THE SOUTHEAST CORNER OF LOT 1 OF TWIN CREEKS, PHASE 3 AND LOT 4, A DISTANCE OF 250.11 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "FOREST R.P.L.S. 1847" FOR THE NORTHEAST CORNER OF SAID LOT 3 OF TWIN CREEKS, PHASE 3, THE NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN;  
THENCE S 19° 11' 58" E, WITH THE COMMON LINE BETWEEN SAID LOT 3 OF TWIN CREEKS, PHASE 3 AND SAID LOT 4, A DISTANCE OF 568.71 FEET TO A FOUND 1/2" IRON ROD WITH A PINK PLASTIC CAP STAMPED "T.L.S. INC." IN THE NORTHWEST RIGHT-OF-WAY LINE OF TWIN CREEK DRIVE, FOR THE SOUTHWEST CORNER OF SAID LOT 4, THE SOUTHWEST CORNER OF SAID LOT 3 AND THE TRACT DESCRIBED HEREIN;  
THENCE S 73° 38' 15" W, WITH THE NORTHWEST RIGHT-OF-WAY LINE OF TWIN CREEKS DRIVE AND THE SOUTHEAST LINE OF SAID LOT 3, A DISTANCE OF 257.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.86 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS.

**LEGEND**

POINT OF BEGINNING P.O.B.

FOUND 1/2" IRON ROD ●

FOUND 1/2" IRON ROD WITH A PINK "T.L.S. INC." PLASTIC CAP ⊙

FOUND 1/2" IRON ROD WITH A YELLOW "FOREST R.P.L.S. 1847" PLASTIC CAP ⊗

SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP ○

**OWNER(S):**  
SHANE COX  
29311 TWIN CREEK DRIVE  
GEORGETOWN, TEXAS 78626  
TXSUPERIORSTAIRS@YAHOO.COM  
(252) 212-7073

**SURVEYOR:**  
MATKIN HOOVER ENGINEERING & SURVEYING  
C/O KYLE L. PRESSLER, R.P.L.S.  
8 SPENCER ROAD, SUITE 300  
BOERNE, TEXAS 78006  
(830) 249-0600  
KYLE.PRESSLER@MATKINHOOVER.COM

**AGENT/ENGINEER:**  
MATKIN HOOVER ENGINEERING & SURVEYING  
C/O GARRETT D. KELLER, P.E.  
3305 SHELL ROAD, SUITE 3  
GEORGETOWN, TEXAS 78628  
OFF: (512) 868-2244  
GKELLER@MATKINHOOVER.COM

**MATKIN HOOVER**  
ENGINEERING & SURVEYING

P.O. BOX 54  
8 SPENCER ROAD SUITE 100  
BOERNE, TEXAS 78006  
OFFICE: (830) 249-0600 FAX: (830) 249-0099  
TEXAS REGISTERED ENGINEERING FIRM F-004512  
TEXAS REGISTERED SURVEYING FIRM F-10024000  
CIVIL ENGINEERS, SURVEYORS, LAND PLANNERS, CONSTRUCTION MANAGERS, CONSULTANTS

DATE: APRIL 2019  
MHES JOB NO. - 2980.00

**SHEET 1 OF 2**

NOTES:

- NO LOT IN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS UNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0325E SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS
- WATER SERVICE PROVIDED BY JONAH WATER SUPPLY DISTRICT, SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES (OSSF).
- ELECTRIC SERVICE PROVIDED BY BARTLETT ELECTRIC COOPERATIVE.
- RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
- UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG." PLASTIC CAP.
- BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
- THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF TWIN CREEK FARMS, PHASE 3, AS RECORDED IN DOCUMENT 2012065742 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
- NO STRUCTURE OR LAND IN THIS REPLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
- THIS REPLAT IS IN A PRIVATE SUBDIVISION.

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATION FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

J. TERRON EVERTSON, P.E.,  
WILLIAMSON COUNTY ENGINEER

4/22/19  
DATE



STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

*Kyle L. Pressler*  
REGISTERED PROFESSIONAL LAND SURVEYOR  
KYLE L. PRESSLER, R.P.L.S.

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

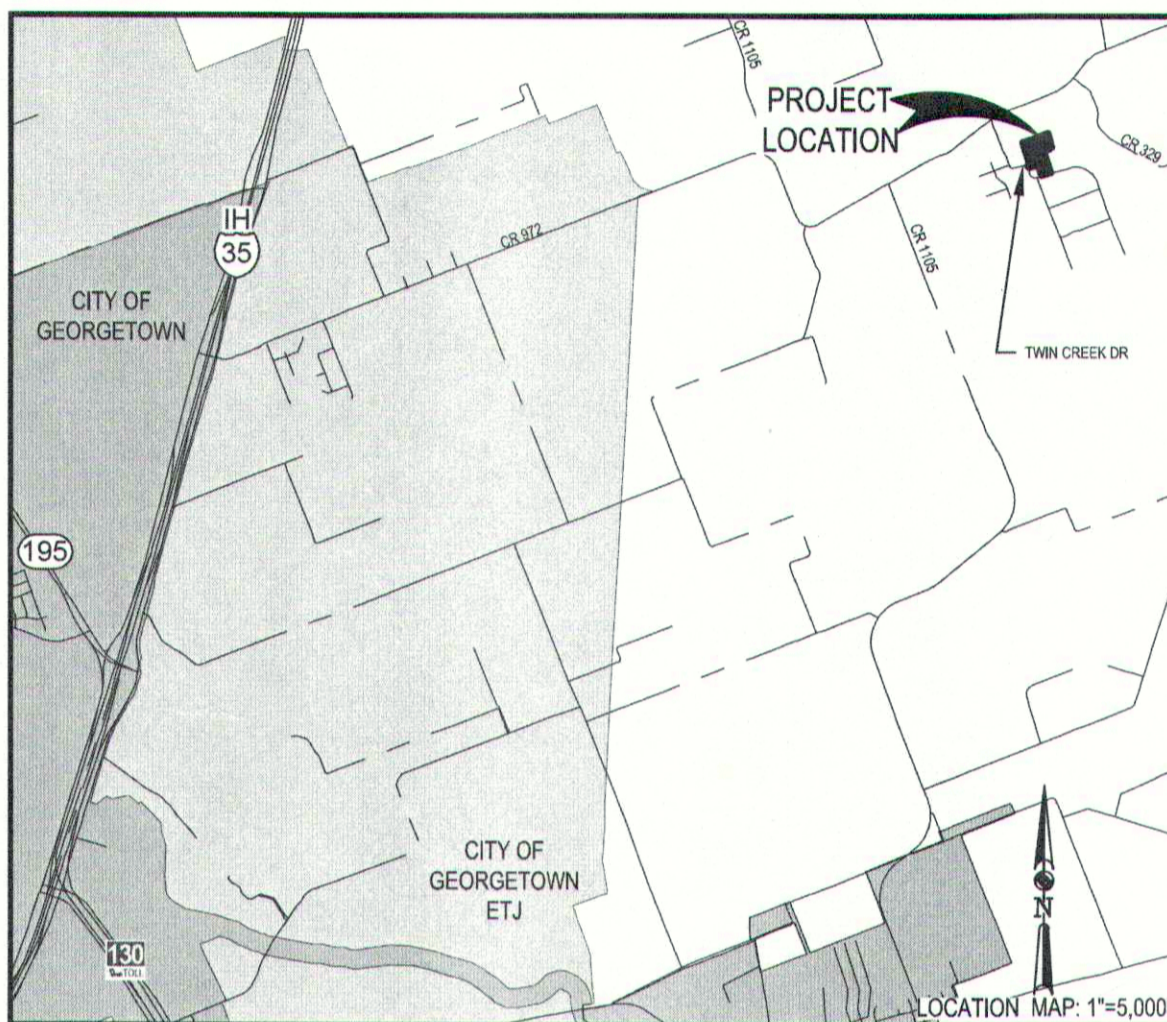
I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. NO PART OF THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER CONTRIBUTING ZONE NOR THE RECHARGE ZONE.



*Garrett D. Keller*  
LICENSED PROFESSIONAL ENGINEER  
GARRETT D. KELLER, P.E.

# REPLAT OF LOTS 1 AND 3 TWIN CREEK FARMS PHASE 3 SUBDIVISION

A 10.86 ACRE TRACT OF LAND, OUT OF THE E.W. LAWLER SURVEY, ABSTRACT 392, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF LOT 1 AND ALL OF LOT 3 OF THE TWIN CREEK FARMS, PHASE 3 SUBDIVISION, A PLAT OF RECORD IN DOCUMENT NO. 2012065742 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

WE, MATTHEW AND MARIANN BROWN; PURCHASERS OF THE CERTAIN BEING A 0.9558 OF ONE ACRE TRACT OF LAND, OUT OF THE E.W. LAWLER SURVEY, ABSTRACT 392, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 3 OF THE TWIN CREEK FARMS, PHASE 3 SUBDIVISION, A PLAT OF RECORD IN DOCUMENT NO. 2012065742 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY AMEND SAID TRACT HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS TWIN CREEK FARMS, PHASE 3, REPLAT OF LOTS 1 AND 3.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18 DAY OF April, 2019.

*Matthew Brown*  
C/O: MATTHEW WAYNE BROWN  
29111 TWIN CREEK DR.  
GEORGETOWN, TX 78626

*Mariann Farouhar Brown*  
C/O: MARIANN FAROUHAR BROWN  
29111 TWIN CREEK DR.  
GEORGETOWN, TX 78626

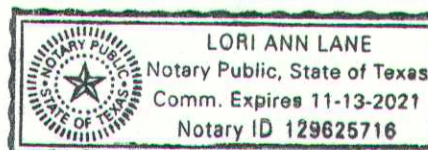
STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MATTHEW AND MARIANN BROWN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF April, 2019.

*Lori Ann Lane*  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES ON: 11-13-21



STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

WE, SHANE AND AMANDA COX; OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2012065742 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY AMEND SAID TRACT SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS, THIS SUBDIVISION IS TO BE KNOWN AS TWIN CREEK FARMS, PHASE 3, REPLAT OF LOTS 1 AND 3.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 15 DAY OF April, 2019.

*Shane Michael Cox*  
C/O: SHANE MICHAEL COX  
29311 TWIN CREEK DR.  
GEORGETOWN, TX 78626

*Amanda Marie Cox*  
C/O: AMANDA MARIE COX  
29311 TWIN CREEK DR.  
GEORGETOWN, TX 78626

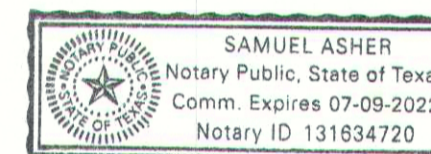
STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED SHANE AND AMANDA COX, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15 DAY OF April, 2019.

*Samuel Asher*  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES ON: 07-09-2022



STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAYELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAYELL JR., COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF 20, A.D., AT O'CLOCK, M., AND DULY RECORDED THIS THE DAY OF 20, A.D., AT O'CLOCK, M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_, DEPUTY

OWNER(S):

MATTHEW AND MARIANN BROWN  
29111 TWIN CREEK DRIVE  
GEORGETOWN, TEXAS 78626

OWNER(S):

SHANE AND AMANDA COX  
29311 TWIN CREEK DRIVE  
GEORGETOWN, TEXAS 78626  
TXSUPERIORSTAIRS@YAHOO.COM  
(253) 212-7073

SURVEYOR:

MATKIN HOOVER ENGINEERING & SURVEYING  
C/O KYLE L. PRESSLER, R.P.L.S.  
8 SPENCER ROAD, SUITE 300  
BOERNE, TEXAS 78006  
(830) 249-0600  
KYLE.PRESSLER@MATKINHOOVER.COM

AGENT/ENGINEER:

MATKIN HOOVER ENGINEERING & SURVEYING  
C/O GARRETT D. KELLER, P.E.  
3305 SHELL ROAD, SUITE 3  
GEORGETOWN, TEXAS 78628  
OFF: (512) 868-2244  
GKELLER@MATKINHOOVER.COM

**MATKIN HOOVER**  
ENGINEERING & SURVEYING  
P.O. BOX 54  
8 SPENCER ROAD SUITE 100  
BOERNE, TEXAS 78006  
OFFICE: 830.249.0600 FAX: 830.249.0099  
TEXAS REGISTERED ENGINEERING FIRM F-004512  
TEXAS REGISTERED SURVEYING FIRM F-10024000  
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: APRIL 2019  
MHES JOB NO. - 2980.00

**Commissioners Court - Regular Session**

**24.**

**Meeting Date:** 04/30/2019

Specialty Court Award

**Submitted For:** Cynthia Long

**Submitted By:** Kathy Pierce, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Recognize Judge Laura Barker and the Williamson County DWI/Drug Court for receiving the Judge Ruben G. Reyes Outstanding Specialty Court Team Award.

**Background**

The Judge Ruben G. Reyes Outstanding Specialty Court Team Award was established in 2017 to recognize an outstanding specialty court team who epitomizes the passion, expertise and the high ideals of Judge Reyes. The DWI/Drug Court Project Team was presented the award at the Texas Association of Specialty Courts Annual Training Conference. The Williamson County DWI/Drug Court was established in 2006 and is presided over by Judge Laura Barker. The team has helped approximately 541 individuals and has a success rate of 81.42%.

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Kathy Pierce  
Final Approval Date: 04/18/2019

**Reviewed By**

Andrea Schiele

**Date**

04/18/2019 10:24 AM  
Started On: 04/18/2019 09:43 AM

**Commissioners Court - Regular Session**

**25.**

**Meeting Date:** 04/30/2019

Discuss consider and take appropriate action on Major Livestock Show Report by Shelley Franklin.

**Submitted By:** Pamela Ward, Ag Extension

**Department:** Ag Extension

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss consider and take appropriate action on Major Livestock Show Report by Shelley Franklin.

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Pamela Ward

Final Approval Date: 04/02/2019

**Reviewed By**

Andrea Schiele

**Date**

04/02/2019 10:32 AM

Started On: 04/02/2019 10:25 AM

**Commissioners Court - Regular Session**

**26.**

**Meeting Date:** 04/30/2019

TAGITM Excellence Award

**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 recognizing Williamson County as a winner of the Texas Association of Government IT Managers (TAGITM) 2019 Excellence Award.

**Background**

Williamson County was selected as one of three Excellence Award winners at the statewide TAGITM conference for its centralized employee on/off-boarding solution. The requirements were defined by the County's Transition Committee made up of elected officials and department heads. The software application was designed by Technology Services in partnership with Human Resources and other departments.

**Fiscal Impact**

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

**Attachments**

TAGITM Excellence Award

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Kathy Pierce  
Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 11:39 AM  
Started On: 04/25/2019 11:28 AM

## TAGITM Excellence Awards Wilco’s Centralized on/off-boarding Solution

### Executive Summary

Please provide an executive summary suitable for posting on a website. Description should be no more than 300 words.

Williamson County had identified the need for a centralized and transparent employee on/off-boarding process to manage employees through their employment life cycle at the county. During the 2016 election cycle as the newly elected officials and their staff took office, we recognized the latency in providing the necessary assets and services to allow them to be productive on their first day.



A centralized solution to manage all the different tasks that take place when hiring, transitioning, or terminating employment, was needed. The process had to be seamless and streamlined across all county departments.

### Functionality

Describe the problem or issue the project or system was designed to address. Description should be no more than 600 words

Communication, visibility, and accountability problems in the hiring process.

- Notifications were often delayed and not sent to support departments until after the employee’s hire date. This delay resulted in the loss of productivity due to computer and software access not being setup.
- Employees did not have building access such as keys and badges.
- Managers had no visibility into the hiring status, resulting in numerous calls and emails to the service departments.
- Assets and access were being requested without the proper authority and approval.
- Employees had no visibility to their assigned assets.

- There was no available process for managing assets assigned to volunteers.
- Accountability issues arose since the tasks required to onboard an employee were not identified or assigned to specific employees or groups.
- Newly elected officials and department heads were not aware of County-specific processes and had no insight into the department's current information.

## Project Duration

### How long has the system been in use?

The county's Transition Committee sponsored the project to deliver a software solution to meet the county's requirements for employment on/off-boarding and asset management solution. The projected kick-off was 7/18 allowing us to have a solution in place for the 2019 election cycle.

The county went live with employee asset management piece in 9/18. All 2200+ employees have software access, p-card, keys, badges and hardware assigned to their ServiceNow profiles. The employment on/off boarding module was available on 12/18 and is currently used for all employment.

This project is ongoing as the county continues improving the process and expanding functionality.

## Project Description

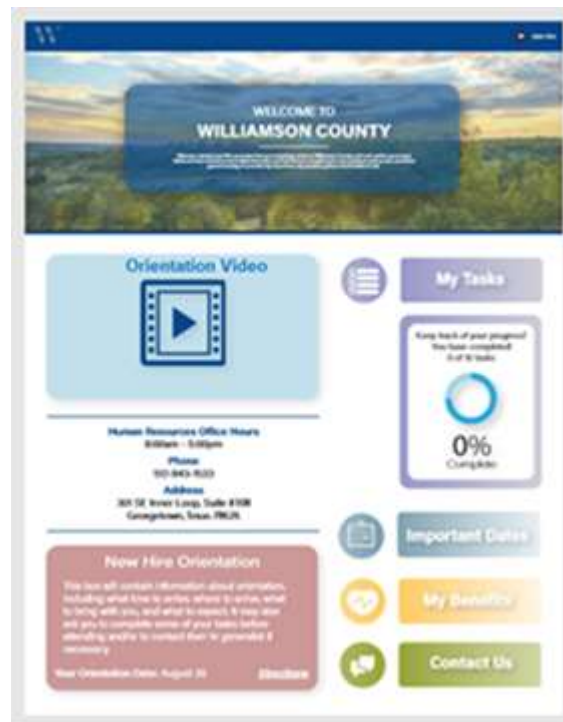
**Describe the project or system, include hardware/software utilized. Description should be no more than 600 words.**

The county selected ServiceNow as the platform to build its employment on/off-boarding and employee asset-management solution. The county was already utilizing ServiceNow for incident reporting and service requests. Current employees have ServiceNow profiles that are synchronized with their active directory account.

ServiceNow's ability to integrate along with its open architecture, allowed us to customize a solution to meet our business requirements. Our new on/off-boarding and employee asset management solution is able tie future employees, hiring managers, Human Resources, and all the support departments into one cloud-based process. Hiring managers and Human Resources have visibility into all on/off boarding phases and can see any delays or interruptions in the hiring process.

## Roles and Views

### New Hire VIEW



*New Employee Portal*

### **New Hire Features:**

- Receives offer letter along with the credentials for the On-boarding Portal.
- Ability to manage task and communication.
- Online employee forms packet including all required county and federal forms. These forms are signed electronically and routed to auto create the employee's personnel file in Laserfiche.
- Can upload copies of DL and SSN.
- Scheduling information for New Hire Orientation.
- Access to training videos, manuals or guides.
- Important dates and information.

## Hiring Manager

### List of New Hires in Process Manager's View In Progress

Show completed:

- **Rain October**  
 Manager: Lydia Linden  
 Created: 10/18/2018  
 Updated: 10/18/2018  
 Profiles:
  - Employee : Start Date : 12/09/2018
- **Rainy Monday**  
 Manager: Lydia Linden  
 Created: 10/15/2018  
 Updated: 10/15/2018  
 Profiles:
  - Employee : Start Date : 10/15/2018

### Tasks and Status Green -Completed

Name: Rainy Monday  
 Manager: Lydia Linden  
 Profiles:
 

- Employee - Start date: 10/15/2018

#### Onboarding Process

|  |  |
|--|--|
| Hiring Manager Tasks (Employee profile)        | Timing: Immediate - Status: Complete                   |
| Request IT Application Access                  |  |
| Request Keys or Badges                         |  |
| Assign Hardware                                |  |
| Request P-Card                                 |  |
| Employee Pre-boarding Tasks (Employee profile) | Timing: Immediate - Status: Complete                   |
| HR Generalist Tasks (Employee profile)         | Timing: Immediate - Status: Complete                   |
| Technology Tasks (Employee profile)            | Timing: Immediate - Status: In progress                |
| Employee Post-Hire Tasks (Employee profile)    | Timing: 1 days After target date - Status: Complete    |
| Payroll Tasks (Employee profile)               | Timing: 0 days After target date - Status: Complete    |
| Benefits Onboarding (Employee profile)         | Timing: 1 days After target date - Status: In progress |

### Hiring Manger Features:

- Provide real-time information about all 'in-process' employee-paperwork, and their statuses.
- Request various assets keys, badges, phone, computer hardware, systems level access and roles, fleet cards and procurement-card.
- Manage departmental assets such as uniforms, tools or supplies
- Access to departmental reporting on all employee assets
- Ability to deactivate and collect assets upon termination.

**Human Resources:**

- Real- time view of tasks and status: Background Screening/MVR, Physicals, Drug Screen, I9, TCDRS, Benefits.
- Schedule Orientation
- Automated reminders and alerts

**Payroll:**






Set-up timekeeping profiles, payroll deductions and direct deposits.

**Services Organization: (IT, Facilities, Purchasing):**

Per the hiring manager request the services organization can assign and manage assets.

**Request View**

Employee Asset Management  
A range of software assets and permissions.

| Item  | Description  | Price |
|---|--|-------|
|  <a href="#">Facilities Management Request</a> | Facilities Management Request                                |       |
|  <a href="#">Hardware Asset Assignment</a>     | Hardware Asset Assignment                                    |       |
| <a href="#">Loaner Request</a>  | Temporary item assigned to an employee or volunteer          |       |
|  <a href="#">Name Change</a>                   | Name change request  |       |
|  <a href="#">Purchasing Card Request Form</a>  | Request, change or disable Purchasing Card access            |       |
|  <a href="#">Software Asset Request</a>        | Request new, change, or disable employee or volunteer assets |       |
| <a href="#">Termination</a>   | Disable technology or facilities user access                 |       |

**Employee View**

Knowledge Service Catalog Requests **3** AW Alison Whetston

**Badge Inventories**

3371  
Alison Whetston • FOB • 9y ago ••

---

391  
Alison Whetston • Access • 10y ago ••

---

**Key Inventories**

KEY # 3884  
Alison Whetston •• 9y ago ••

---

**Purchasing Card Inventories**

8781  
5000 • 2500 •

---

**Hardware**

Laptop  
•

---

**Application Access**

.ITS\_Domain\_IT\_Account  
Alison Whetston •• 12mo ago •

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AgendaQuick  
Alison Whetston •• 10y ago •

---

Bold Planning  
Alison Whetston •• 3y ago •

---

Laserfiche Admin  
Alison Whetston •• 7y ago •

---

Moodle  
Alison Whetston •• 6mo ago •

---

NetMotion/VPN  
Alison Whetston •• 9y ago •

---

Network  
Alison Whetston •• 10y ago •

## Project Benefits

**Describe the benefits realized as a result of completing the project. For example, benefits to the city or county, to the state of Texas, to the taxpayers, etc. Description should be no more than 600 words.**

Increased productivity and communication.

- Employees can begin working and learning their jobs on day one.
- Hiring managers are spending less time tracking down the new employee's paperwork in the hiring process.
- Reduced number of urgent calls and emails to Human Resources and support departments.
- The payroll process is no longer delayed due to pending new hire paperwork since the future employees are completing that at home prior to their hire date.
- Newly elected official or department heads are more informed of the County processes in place and who to contact with questions.
- The manager can request the assets assigned to their employees and upon termination of employment, the county can ensure that all assets are returned or deactivated. This decreases the County's cost and security liability.

## Implementation

**Describe how the project was implemented including any partnerships with other organizations.**

The Transition Committee made up of elected officials and department heads, defined the requirements for the project. The implementation team consisted of consultants and the county's service departments. We worked together to define best processes to meet the Transition Committee's Requirements. This was presented to the Transition Committee for feedback and ultimately put on the Commissioner Court agenda.

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 04/30/2019

Proclamation for National Preservation Month

**Submitted For:** Bill Gravell

**Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Proclamation for National Preservation Month 2019.

**Background**

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**Fiscal Impact**

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

**Attachments**

Proclamation 2019

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**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 09:39 AM

Started On: 04/25/2019 09:33 AM

## **PROCLAMATION**

**WHEREAS**, historic preservation is an effective tool for managing growth and sustainable development, revitalizing commercial districts, fostering local pride and maintaining community character while enhancing livability; and

**WHEREAS**, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

**WHEREAS**, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

**WHEREAS**, "This Place Matters" is the local theme for National Preservation Month 2019, cosponsored by the Georgetown Main Street Program, Georgetown Historic and Architectural Review Commission, Preservation Georgetown, Southwestern University, The Williamson Museum, the Georgetown Cultural District, the Williamson County Historical Commission, Round Rock Preservation and the National Trust for Historic Preservation;

**NOW, THEREFORE, I, Bill Gravell,**  
**County Judge of Williamson County, TEXAS,** do hereby proclaim May 2019, as

### **NATIONAL PRESERVATION MONTH**

and call upon the people of Williamson County, Texas to join their fellow citizens across the United States in recognizing and participating in this special observance.

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**BILL GRAVELL, JR.**

**Commissioners Court - Regular Session**

**28.**

**Meeting Date:** 04/30/2019

Resolution in Support of House Bill 511

**Submitted For:** Bill Gravell

**Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action in support of a Resolution supporting House Bill 511.

**Background**

House Bill 511 will allow the Williamson County Sheriff's Office to enter into a memorandum of understanding with the Texas Department of Public Safety to enforce Federal Motor Carrier Safety Administration violations.

**Fiscal Impact**

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

**Attachments**

Resolution HB 511

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 04/24/2019

**Reviewed By**

Andrea Schiele

**Date**

04/24/2019 03:26 PM

Started On: 04/24/2019 03:05 PM

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS  
RESOLUTION**

**WHEREAS**, the Commissioners' Court of Williamson County, Texas, has a vested interest and responsibility to insure public safety, the facilitation of safe travel, and to protect the financial investment in the infrastructure of the county;

**WHEREAS**, the **objective** of the Williamson County Sheriff's Office Commercial Vehicle Enforcement Unit is to reduce commercial motor vehicle accidents through the enforcement of Motor Carrier Safety Regulations; to protect state and county highways from unnecessary damage by securing compliance with state laws regulating weight of commercial vehicles; to protect the rights, privileges, and safety of the general public in the use of the public highway system by securing compliance with traffic laws and regulations applicable to the operation of all vehicles.

**WHEREAS**, the **mission** of the Williamson County Sheriff's Office Commercial Vehicle Enforcement Unit is weighing and checking commercial vehicle traffic operating over the public highways of this county so that compliance with the statutory provisions of law regulating weight, motor carrier safety, registration, transportation of persons, hazardous material and other property can be obtained.

**WHEREAS**, the **goal** of the Williamson County Commissioners Court and law enforcement is to increase safety on the local, county, and state roadways.

**WHEREAS**, House Bill 511 will allow the Williamson County Sheriff's Office to enter into a memorandum of understanding with the Texas Department of Public Safety to enforce Federal Motor Carrier Safety Administration violations.

**RESOLVED**, that the Williamson County Commissioners Court hereby supports House Bill 511.

**RESOLVED THIS 30th DAY OF April, 2019**

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**Hon. Bill Gravell  
Williamson County Judge**

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**Hon. Terry Cook  
Commissioner, Precinct 1**

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**Hon. Valerie Covey  
Commissioner, Precinct 3**

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**Hon. Cynthia Long  
Commissioner, Precinct 2**

---

**Hon. Russ Boles  
Commissioner, Precinct 4**

**Commissioners Court - Regular Session**

**29.**

**Meeting Date:** 04/30/2019

Resolution in Opposition of House Bill No. 3264 and companion Senate Bill No. 1726

**Submitted For:** Bill Gravell

**Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a resolution in opposition of House Bill No. 3264 and companion Senate Bill No. 1726.

**Background**

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**Fiscal Impact**

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

**Attachments**

Resolution

HB3264

SB1726

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**Form Review**

Form Started By: Andrea Schiele

Started On: 04/25/2019 03:27 PM

Final Approval Date: 04/25/2019

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS  
RESOLUTION**

**WHEREAS**, the Williamson County Commissioners Court serves as the governing body for the County Government for the people of Williamson County, Texas and has the responsibility for the management and operation of the business of Williamson County, Texas;

**WHEREAS**, House Bill (HB) No. 3264 and the companion Senate Bill (SB) No. 1726 requires the executive administrator of the Texas Water Development Board, for the Trinity and Edwards Aquifers north of the Colorado River in Bell, Burnet, Milam, Travis, and Williamson Counties to compile and evaluate current data on groundwater levels, aquifer characteristics, and groundwater use and production; and fully assess the effects of current and projected groundwater production on groundwater conditions in order to engage in a scientific inquiry and analysis regarding current and projected groundwater production and to assess the effects of that production on groundwater conditions in Williamson County, Texas and other surrounding counties;

**BE IT RESOLVED**, the Williamson County Commissioners Court hereby opposes HB No. 3264 and the companion SB No. 1726.

**RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

---

**Hon. Bill Gravell, Jr.**  
**Williamson County Judge**

86R23535 JAM-F

By: Buckley, Shine, Sheffield

H.B. No. 3264

A BILL TO BE ENTITLED

AN ACT

relating to a study by the Texas Water Development Board of groundwater conditions in certain counties.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. In order to engage in a scientific inquiry and analysis regarding current and projected groundwater production and to assess the effects of that production on groundwater conditions, the executive administrator of the Texas Water Development Board shall, for the Trinity and Edwards Aquifers north of the Colorado River in Bell, Burnet, Milam, Travis, and Williamson Counties:

(1) compile and evaluate current data on groundwater levels, aquifer characteristics, and groundwater use and production; and

H.B. No. 3264

(2) fully assess the effects of current and projected groundwater production on groundwater conditions.

SECTION 2. Not later than September 1, 2020, the executive administrator of the Texas Water Development Board shall:

(1) complete the compilation, evaluation, and assessment of data described by Section 1 of this Act;

(2) prepare a report of the findings of the compilation, evaluation, and assessment; and

(3) make copies of the report available to the public.

SECTION 3. This Act expires September 1, 2021.

SECTION 4. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2019.

2019S0325-1 03/04/19

By: Buckingham

S.B. No. 1726

A BILL TO BE ENTITLED

AN ACT

relating to a study by the Texas Water Development Board of groundwater conditions in certain counties.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. In order to engage in a scientific inquiry and analysis regarding current and projected groundwater production and to assess the effects of that production on groundwater conditions, the executive administrator of the Texas Water Development Board shall, for the Trinity and Edwards Aquifers in Bell, Burnet, Milam, Travis, and Williamson Counties:

(1) compile and evaluate current data on groundwater levels, aquifer characteristics, and groundwater use and production; and

(2) fully assess the effects of current and projected

groundwater production on groundwater conditions.

SECTION 2. Not later than September 1, 2020, the executive administrator of the Texas Water Development Board shall:

(1) complete the compilation and evaluation of data and prepare a report responsive to the technical scope described by Section 1 of this Act; and

(2) make copies of the report available to the public.

SECTION 3. The executive administrator of the Texas Water Development Board is required to implement this Act only if the legislature appropriates money specifically for that purpose.

SECTION 4. This Act expires September 1, 2021.

SECTION 5. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2019.

**Commissioners Court - Regular Session**

**30.**

**Meeting Date:** 04/30/2019

Million Mile Month Update

**Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Hear an update on Williamson County's Million Mile Month efforts and progress.

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

Form Started By: Andrea Schiele

Started On: 04/25/2019 01:25 PM

Final Approval Date: 04/25/2019

**Commissioners Court - Regular Session**

**31.**

**Meeting Date:** 04/30/2019

Veritas Well-Being Agreement Amendment

**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 a Contract Amendment No. 1 to Services Contract for the Texas Veterans Commission Grant Services between Williamson County and Veritas Well-Being, PLLC.

**Background**

The Veterans Treatment Court receives \$30,000 in grant funding from the Texas Veterans Commission to provide services for the participants of the program. When the grant was written, services were requested for several areas, including: guitar lessons, drum circles with a certified drum facilitator, two different life planning classes, transportation and contract services for a master level psychologist. It has been determined by the VTC that veterans who are struggling with mental health and substance abuse problems are not at a point in their lives that the guitar, drum circles or life planning benefit their recovery. There is a great need though for participants to have access to individual counseling. A grant adjustment was requested and approved by the Texas Veterans Commission to move the funds from guitar, drum and life planning classes into the master level psychologist line item. The amendment to the agreement with Veritas Well-Being (master level psychologist) increases the not to exceed amount of the agreement, but remains within the grant funding and has not impact on the general fund. Increasing the not to exceed amount allows continuation of a much needed mental health services for the VTC participants.

**Fiscal Impact**

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

**Attachments**

Signed Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.  
Commissioner Pct. 2 (Originator)  
County Judge Exec Asst.  
Form Started By: Kathy Pierce  
Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele  
Kathy Pierce  
Andrea Schiele

**Date**

04/22/2019 11:12 AM  
04/25/2019 08:52 AM  
04/25/2019 08:59 AM  
Started On: 04/18/2019 03:30 PM

**CONTRACT AMENDMENT NO. 1  
TO  
SERVICES CONTRACT FOR TEXAS VETERANS  
COMMISSION GRANT SERVICES**

This Contract Amendment No. 1 to Services Contract for Texas Veterans Commission Grant Services ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Veritas Well-Being, PLLC (the "Service Provider").

**RECITALS**

**WHEREAS**, the County and the Service Provider previously executed that certain Services Contract for Texas Veterans Commission Grant Services (the "Contract"), being dated effective August 10, 2018, wherein Service Provider agreed to perform certain services in relation to County's Veterans Court Grant;

**WHEREAS**, the not-to-exceed compensation amount under Article V. of the Contract limits the maximum amount payable under the Contract to \$17,500.00 and said amount needs to be increased to \$30,000.00; and

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

**AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and the Service Provider agree that the Contract is supplemented, amended and modified as follows:

**I. Amendment to Article V. – Not-to-Exceed Compensation Amount**

The not-to-exceed compensation amount under Article V. of the Contract is hereby increased from **\$17,500.00 to \$30,000.00**.

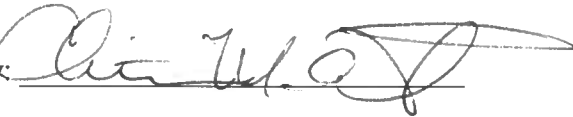
**II. Terms of Contract Control and Extent of Amendment No. 1**

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

III. IN WITNESS WHEREOF, the County and the Service Provider have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

**SERVICE PROVIDER:**

Veritas Well-Being, PLLC

By: 

Printed Name: Christel M. Aletty

Title: Owner / Therapist

Date: April 23, 2019

**COUNTY:**

Williamson County, Texas

By: \_\_\_\_\_  
Bill Gravell, Jr.,  
Williamson County Judge

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

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 04/30/2019

TXDOT Click It or Ticket Program for County Sheriff

**Submitted For:** Robert Chody

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to apply for and participate in the Texas Department of Transportation (TXDOT) Click it or Ticket (CIOT) program from May 17 to June 5, 2019; and authorize the County Judge to complete and execute any required documentation relevant to the implementation of the grant.

**Background**

The TXDOT CIOT program is held yearly in May and June to increase occupant restraint use by conducting public education programs and occupancy protection enforcement. Law enforcement agencies approved to participate in the program will conduct a pre-media campaign, followed by an enforcement period and post-media campaign. Williamson County Sheriff's Office is eligible to be reimbursed up to \$5,000 for associated salary and fringe expenses. The only budgetary impact will be approximately \$700 in vehicle expenses that are not reimbursable under the program terms. No match is required.

Due to the limited window and quick turnaround required by the State, we are requesting approval to apply for both and, if approved by TXDOT, participate in the 2019 CIOT program.

Staff recommends the following action: approve the Sheriff's Office to apply for and participate in the TXDOT 2019 CIOT program and authorize appropriate county department personnel to complete any required documentation relevant to the implementation of the grant.

**Fiscal Impact**

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

**Attachments**

[CIOT Grant Questionnaire](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Starla Hall  
Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 11:27 AM  
Started On: 04/24/2019 04:24 PM



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BACKGROUND INFORMATION

## Grants Management Request Questionnaire

***Please note: The county's acceptance of a grant will generally form a contract and; therefore, the application for a grant must be considered and approved by the Commissioners Court prior to making such application.***

### DIRECTIONS

Please complete the answers to the best of your ability. If a question does not relate to your request, please mark it N/A (Not Applicable). If your answer requires further research, please mark it as N/R (Needing Research) and give an estimated date such information will be obtained. When finished, please print and upload the form to the Agenda.

Grant Title/Project Name:  
TxDOT Click it or Ticket 2019

Department:  
Sheriff's Office

Requestor:  
 Dana Foster

Contact Email:  
dfoster@wilco.org

Contact Phone Number:

512-943-1168

Start Date:  
5/17/2019

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Williamson County > Apps

End Date:  
6/5/2019

Please select request category:

Reimbursement for associated salary and fringe expenses associated with program

Describe the request category in detail to include all requirements.

The funds from this grant will reimburse up to \$5,000 for fringe benefits, overtime salaries for deputies, and administrative salaries associated with the implementation of this program.

Select the type of grant your department is applying for:

State

What is the amount of the grant?

\$4,800.00

Please provide a breakdown of the total cost above.

\$4,400.00 will be used for overtime costs for deputies working the enforcement period.

\$400.00 will be used for administrative salaries associated with media campaign and reporting requirements. All salary costs include hourly pay rate and fringe benefits.

TxDOT will need to approve the final budget, but total grant will no more than \$5,000.00.

Is there a match requirement?

No

Does the grant cover the cost of the request 100%?

Yes

OTHER REQUEST QUESTIONS ONLY

List other similar items in the County and/or region and if they available for use?

N/A

How is this item request different from any similar assets currently in the County and/or region?

N/A

What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?

N/A

Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?

Approximately 14 deputies will participate in the enforcement period and three people will be involved in the administrative duties.

Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?

N/A

Where will the item be stored?

N/A

What is the useful life of the item?

N/A

Will a replacement be requested from general funds when useful life has been exhausted? (OR)

No

Does this item require insurance coverage?

No

Will this item require any form of licensing?

No

Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?

N/A

How will this item be funded when the grant ends?

N/A

#### BUDGETARY IMPACT

What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)  
Vehicle usage costs of approximately \$700 are not reimbursable with this grant and are the only expense to the county.

Vehicle expense is based on the average cost per hour of usage associated with a patrol vehicle, including life expectancy, annual maintenance costs and annual fuel costs.

Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.

N/A

What is the cost and frequency to maintain/update the additional equipment?

N/A

What is the impact of this grant application on other internal/county departments?

Required reporting and tracking of finances traditionally needed for grants.

Version: 1.0

Created at 4/25/2019 9:55 AM by  Dana Foster

Last modified at 4/25/2019 9:55 AM by  Dana Foster

Close

**Commissioners Court - Regular Session**

**33.**

**Meeting Date:** 04/30/2019

Public Hearing Rate Setting for Local Provider Participation Fund

**Submitted By:** Julie Kiley, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

10:00 AM - Hold Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2019 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

**Background**

The rate is currently estimated to be 1.68%. The final rate will be provided at the meeting.

The funds will be used to fund participation in the Uniform Hospital Rate Increase Program (UHRIP). This is a federal program that provides dollars to offset the uncompensated care costs associated with treating Medicaid patients in the Travis SDA.

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Julie Kiley  
Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 08:41 AM  
Started On: 04/25/2019 08:15 AM

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 04/30/2019

Fiscal Year 2019 Rate Setting for the Local Provider Participation Fund

**Submitted By:** Julie Kiley, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2019 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

**Background**

The rate is currently estimated to be 1.68%. The final rate will be provided at the meeting.

The funds will be used to fund participation in the Uniform Hospital Rate Increase Program (UHRIP). This is a federal program that provides dollars to offset the uncompensated care costs associated with treating Medicaid patients in the Travis SDA.

A draft resolution is attached.

**Fiscal Impact**

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

**Attachments**

[2019 LPPF Rate Setting Resolution](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
County Auditor (Originator)  
County Judge Exec Asst.  
Form Started By: Julie Kiley  
Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele  
Julie Kiley  
Andrea Schiele

**Date**

04/25/2019 08:58 AM  
04/25/2019 10:34 AM  
04/25/2019 11:18 AM  
Started On: 04/25/2019 08:37 AM

**Resolution Setting the FY 2019 Rate for the Williamson County Health Care Provider Participation Program**

WHEREAS, The Texas Legislature in the 86<sup>th</sup> Regular Session enacted H.B. 3954, which added Chapter 292B to the Health and Safety Code enabling Williamson County to authorize a local health care provider participation program;

WHEREAS, pursuant to Chapter 292B of the Health and Safety Code, the Commissioners Court has authorized the county to participate in a municipal health care provider participation program and establish a local provider participation fund; and

WHEREAS, pursuant to Section 292B of the Health and Safety Code, each year, the Commissioners Court is to hold a public hearing on the amounts of any mandatory payments that Commissioners Court intends to require during the year and how the revenue derived from those payments is to be spent.

NOW THEREFORE BE IT ORDERED that the Commissioners Court of the County sets the amount of the mandatory payments under the County Health Care Provider Participation Program for fiscal year 2019 **at an estimated 1.68%** of the net patient revenue of each institutional health care provider located in the County, and directs that the mandatory payment revenue be used for one or more of the purposes set forth in Section 292B of the Health and Safety Code.

**PASSED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY ON THIS THE 30<sup>TH</sup> OF APRIL, TWO THOUSAND AND NINETEEN.**

---

County Judge

**Commissioners Court - Regular Session**

**35.**

**Meeting Date:** 04/30/2019

Election Systems and Software

**Submitted By:** Brenda Fuller, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of election hardware, software, and services from Election Systems and Software in the amount of \$4,405,400.00 pursuant to BuyBoard Contract #542-17 to support the operations of the Williamson County Elections Department.

**Background**

Current electronic voting machines have been in use in WilCo for 12 years. Maintenance & repair issues with equipment this aged has been a recurring challenge. The necessary accessories for using this equipment (flashcard media, PEB cartridges, etc.) have become more difficult to purchase, even on the secondary market (eBay, Amazon re-sellers, etc.), due to their creeping obsolescence. This item is for complete replacement and since staff/poll workers/voters would ideally acclimate themselves with new equipment in a "smaller/slower" election, we project this as the best time to purchase the replacement equipment. Initial deployment would be for the November 2019 Constitutional Amendment Election. This expenditure will be charged to 01.0100.0492.005742. Funding was approved in the FY 2019 budget and department contact is Christopher Davis.

**Fiscal Impact**

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

**Attachments**

- [Sales Order Agreement](#)
- [Secretary of State - Approval Letter](#)
- [Secretary of State - Certification Order](#)
- [General ESS Info](#)
- [Hardware Info DS200](#)
- [Hardware Info DS850](#)
- [Hardware Information ExpressV](#)
- [BuyBoard Contract](#)

**Form Review**

| <b>Inbox</b>                    | <b>Reviewed By</b> | <b>Date</b>                     |
|---------------------------------|--------------------|---------------------------------|
| Purchasing (Originator)         | Randy Barker       | 04/25/2019 11:26 AM             |
| County Judge Exec Asst.         | Andrea Schiele     | 04/25/2019 11:32 AM             |
| Form Started By: Brenda Fuller  |                    | Started On: 04/22/2019 04:11 PM |
| Final Approval Date: 04/25/2019 |                    |                                 |



# Sales Order Agreement

|                    |   |   |     |                |                     |
|--------------------|---|---|-----|----------------|---------------------|
| 20                 | ExpressVote BMD                                     | Equipment Installation  | 800 | \$105.00       | \$84,000.00         |
| 21                 | Services  | Project Management Day  | 20  | \$1,700.00     | \$34,000.00         |
| 22                 | Services  | Equipment Operations Training Day   | 1   | \$1,700.00     | \$1,700.00          |
| 23                 | Services  | Model DS850 Training Day  | 1   | \$1,700.00     | \$1,700.00          |
| 24                 | Services  | Software Training Day   | 5   | \$1,700.00     | \$8,500.00          |
| 25                 | Services  | Election On-Site Support Event  | 4   | \$4,675.00     | \$18,700.00         |
| 26                 | Trade-In Allowance and Tabulation Hardware Discount | Equipment Being Traded-In by Customer Includes:<br>980 - iVotronic Terminal<br>980 - iVotronic Booth without RTAL Printer | 1   | (\$346,000.00) | (\$346,000.00)      |
| 27                 | Shipping  | Shipping & Handling   | 1   | \$45,420.00    | \$45,420.00         |
| <b>Order Total</b> |   |   |     | <b>\$</b>      | <b>4,403,742.00</b> |

Freight Billable:    yes     no

Chris Moody  
Regional Sales Manager

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

*James E. Bunt*    4/25/19  
V.P. of Finance    Date  
CEO

\_\_\_\_\_ Title

**Trade-In Equipment:**  
ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

**Payment Terms**

\$4,403,742.00 to be invoiced as Equipment is delivered and invoicing may be prorated in the event of multiple deliveries.

Invoices are due net 30 from invoice date

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

**Warranty Period (Years):**      One (1) Year From Equipment Delivery

**Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)**  
The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

## GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a **one (1) year period** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any third party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

## 7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

## 11. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable

requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission ("EAC"). ES&S shall not be responsible for any claims, damages, losses, judgments, penalties, costs, amount paid in settlement or fees, which are directly or indirectly related to the County's failure to maintain the network on which the EMS is installed in an hardened configuration.

14. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. **No Waiver of Sovereign Immunity or Powers.** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

16. **Texas Prompt Payment Act Compliance.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer 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 Customer 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 Customer'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.

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

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

19. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-19 these General Terms shall survive the termination of this Agreement, to the extent applicable.

**EXHIBIT A**  
**HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**  
**(POST-WARRANTY PERIOD)**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

**ARTICLE II**  
**HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in

its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

### **ARTICLE III**

#### **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes

beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

**Schedule A1**  
**Pricing Summary**

| <b><u>Summary:</u></b>  |   |                     |
|---|---|---------------------|
| <b>Description</b>  | <b>Refer To</b>   | <b>Amount</b>       |
| ES&S Hardware Maintenance Fees  | ES&S Hardware Maintenance Description and Fees Below                      | \$375,795.00        |
| ES&S Software License, Maintenance and Support Fees   | ES&S Software License, Maintenance and Support Description and Fees Below | \$167,640.00        |
| ES&S Firmware License, Maintenance and Support Fees   | ES&S Firmware License, Maintenance and Support Description and Fees Below | \$193,050.00        |
|   |   |                     |
| <b>Total Maintenance Fees for the Initial Term:</b>   |   | <b>\$736,485.00</b> |
| <b><u>Payment Terms:</u></b><br>ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term. |   |                     |
| <b><u>Terms &amp; Conditions:</u></b>   |   |                     |
| <b>Note 1:</b> Any applicable state and local taxes are not included, and are the responsibility of Customer.   |   |                     |

**ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

| <b>Qty</b>  | <b>Description</b>       | <b>Coverage Period</b> | <b>Annual Maintenance Fee Per Unit</b> | <b>Maintenance Fee In Total</b> |
|---|--------------------------|------------------------|--|---------------------------------|
| 115   | Model DS200 Scanner      | Year 1                 | \$185.00                               | \$21,275.00                     |
| 2   | Model DS850 Scanner      | Year 1                 | \$3,995.00                             | \$7,990.00                      |
| 800   | ExpressVote BMD Terminal | Year 1                 | \$120.00                               | \$96,000.00                     |
| <b>Total Maintenance Fees for Year 1</b>                    |                          |                        |  | <b>\$125,265.00</b>             |
| <hr/>   |                          |                        |  |                                 |
| 115   | Model DS200 Scanner      | Year 2                 | \$185.00                               | \$21,275.00                     |
| 2   | Model DS850 Scanner      | Year 2                 | \$3,995.00                             | \$7,990.00                      |
| 800   | ExpressVote BMD Terminal | Year 2                 | \$120.00                               | \$96,000.00                     |
| <b>Total Maintenance Fees for Year 2</b>                    |                          |                        |  | <b>\$125,265.00</b>             |
| <hr/>   |                          |                        |  |                                 |
| 115   | Model DS200 Scanner      | Year 3                 | \$185.00                               | \$21,275.00                     |
| 2   | Model DS850 Scanner      | Year 3                 | \$3,995.00                             | \$7,990.00                      |
| 800   | ExpressVote BMD Terminal | Year 3                 | \$120.00                               | \$96,000.00                     |
| <b>Total Maintenance Fees for Year 3</b>                    |                          |                        |  | <b>\$125,265.00</b>             |
| <b>Total Hardware Maintenance Fees for the Initial Term</b> |                          |                        |  | <b>\$375,795.00</b>             |

**Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.**

**Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.**

**Note 3: Customer’s Designated Location: Williamson County, Texas**

**Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.**

**Hardware Maintenance Services Provided by ES&S Under this Schedule A1**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer’s ES&S Web-based portal.
4. Routine Maintenance Services.

- Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
  - Service performed by an ES&S trained and certified technician.
  - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
  - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
  - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
  - Use of a checklist tailored for each piece of ES&S Equipment.

#### 5. Repair Services.

- Customer will receive coverage for interim repair calls.
  - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

#### 6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
SOFTWARE**

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

| Qty  | Description                          | Coverage Period | Software License, Maintenance and Support Fee In Total |
|--|--------------------------------------|-----------------|--|
| 1  | ElectionWare Software – PYO Standard | Year 1          | \$49,500.00  |
| 1  | ExpressLink Software                 | Year 1          | \$4,070.00   |
| 1  | Synthesized Audio Capability         | Year 1          | \$2,310.00   |
| <b>Total License, Maintenance and Support Fees for Year 1</b>                    |                                      |                 | <b>\$55,880.00</b>                                     |
| <hr/>  |                                      |                 |  |
| 1  | ElectionWare Software – PYO Standard | Year 2          | \$49,500.00  |
| 1  | ExpressLink Software                 | Year 2          | \$4,070.00   |
| 1  | Synthesized Audio Capability         | Year 2          | \$2,310.00   |
| <b>Total License, Maintenance and Support Fees for Year 2</b>                    |                                      |                 | <b>\$55,880.00</b>                                     |
| <hr/>  |                                      |                 |  |
| 1  | ElectionWare Software – PYO Standard | Year 3          | \$49,500.00  |
| 1  | ExpressLink Software                 | Year 3          | \$4,070.00   |
| 1  | Synthesized Audio Capability         | Year 3          | \$2,310.00   |
| <b>Total License, Maintenance and Support Fees for Year 3</b>                    |                                      |                 | <b>\$55,880.00</b>                                     |
| <hr/>  |                                      |                 |  |
| <b>Total Software License, Maintenance and Support Fees for the Initial Term</b> |                                      |                 | <b>\$167,640.00</b>                                    |

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

| Qty | Description              | Coverage Period | Annual Firmware License, Maintenance and Support Fee Per Unit | Firmware License, Maintenance and Support Fee In Total |
|-----|--------------------------|-----------------|---|--|
| 115 | Model DS200 Scanner      | Year 1          | \$80.00   | \$9,200.00   |
| 2   | Model DS850 Scanner      | Year 1          | \$1,575.00  | \$3,150.00   |
| 800 | ExpressVote BMD Terminal | Year 1          | \$65.00   | \$52,000.00  |

| Qty  | Description              | Coverage Period | Annual Firmware License, Maintenance and Support Fee Per Unit | Firmware License, Maintenance and Support Fee In Total |
|--|--------------------------|-----------------|---|--|
| <b>Total License, Maintenance and Support Fees for Year 1</b>                    |                          |                 |   | <b>\$64,350.00</b>                                     |
| 115  | Model DS200 Scanner      | Year 2          | \$80.00   | \$9,200.00   |
| 2  | Model DS850 Scanner      | Year 2          | \$1,575.00  | \$3,150.00   |
| 800  | ExpressVote BMD Terminal | Year2           | \$65.00   | \$52,000.00  |
| <b>Total License, Maintenance and Support Fees for Year 2</b>                    |                          |                 |   | <b>\$64,350.00</b>                                     |
| 115  | Model DS200 Scanner      | Year 3          | \$80.00   | \$9,200.00   |
| 2  | Model DS850 Scanner      | Year 3          | \$1,575.00  | \$3,150.00   |
| 800  | ExpressVote BMD Terminal | Year 3          | \$65.00   | \$52,000.00  |
| <b>Total License, Maintenance and Support Fees for Year 3</b>                    |                          |                 |   | <b>\$64,350.00</b>                                     |
| <b>Total Firmware License, Maintenance and Support Fees for the Initial Term</b> |                          |                 |   | <b>\$193,050.00</b>                                    |

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
  - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.

4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

**EXHIBIT B  
THIRD PARTY ITEMS**

Customer acknowledges that ES&S is purchasing the Third-Party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third-Party Items which are provided to ES&S.

| Qty Ord. | Description   | Price      | Ext. Price |
|----------|---|------------|------------|
|          | <b>EMS FILE SERVER</b>  |            |            |
| 1        | <b>DELL POWEREDGE T430</b>  | \$7,794.00 | \$7,794.00 |
|          | <ul style="list-style-type: none"> <li>• PowerEdge T430 Server</li> <li>• PE Server FIPS TPM 1.2v2 CC</li> <li>• Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration</li> <li>• Intel® Xeon® E5-2630 v4 2.2GHz, 25M Cache, 8.00GT/s QPI, Turbo, HT, 10C/20T (85W) Max Mem 2133MHz</li> <li>• 1 CPU Standard</li> <li>• 2400MT/s RDIMMS</li> <li>• 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width</li> <li>• RAID 1+ RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs)</li> <li>• PERC H730 RAID Controller, 1GB NV Cache</li> <li>• (6) 2TB 7.2K RPM SATA 6Gbps 3.5" Hot-Plug Hard Drive</li> <li>• On-Board LOM</li> <li>• iDRAC8, Basic</li> <li>• DVD+/-RW, SATA, Internal</li> <li>• Dual, Hot-Plug, Redundant Power Supply (1+1), 750W</li> <li>• (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America</li> <li>• Keyboard and Optical Mouse, USB, Black, English</li> <li>• Windows Server 2016, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL</li> <li>• Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images</li> <li>• 5-pack of Windows: Server 2016 Device CALs (Standard or Datacenter)</li> <li>• 5 Year ProSupport and NBD On-Site Service</li> </ul> |            |            |
| 1        | <b>DELL E2216H 21.5" WIDE LED LCD VGA DP MONITOR 3YR</b>  | \$214.00   | \$214.00   |
| 1        | <b>6' VGA M/M MONITOR CABLE</b>   | \$8.00     | \$8.00     |
| 1        | <b>*SYMANTEC ENDPOINT PROTECTION 14.0.1</b>   | \$61.00    | \$61.00    |
| 1        | <b>UNINTERRUPTIBLE POWER SUPPLY (UPS)<br/>BATTERY BACKUP, 1500 VA (SERVERS) -</b>   | \$302.00   | \$302.00   |
|          |   |            |            |
|          | <b>EMSWORKSTATION</b>   |            |            |
| 2        | <b>DELL OPTIPLEX 5050 (DESKTOP)</b>   | \$1,620.00 | \$3,240.00 |

|   |  |          |                    |
|---|--|----------|--------------------|
|   | <ul style="list-style-type: none"> <li>• OptiPlex 5050 SFF XCTO</li> <li>• Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W)</li> <li>• OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)</li> <li>• TPM Enabled</li> <li>• 8GB DDR4 2400MHz (8GBX1) Memory</li> <li>• 3.5-inch 500GB 7200rpm Hard Disk Drive</li> <li>• AMD Radeon R5 430, 2GB (DP,SL-DVI-I)</li> <li>• DVD+/-RW Bezel, Small Form Factor</li> <li>• No Out-of-Band Systems Management</li> <li>• Chassis Intrusion Switch SFF</li> <li>• Dell KB216 Wired Multi-Media Keyboard English Black</li> <li>• Dell MS116 Wired Mouse, Black</li> <li>• Adobe Reader 11</li> <li>• Waves Maxx Audio</li> <li>• Windows 7 Professional English 64bit DT (Includes Windows 10 Pro License, Microsoft Volume License Only)</li> <li>• Intel Core i5 Processor Label</li> <li>• Dell Limited Hardware Warranty Plus Service</li> <li>• ProSupport: Next Business Day Onsite 5 Years</li> <li>• ProSupport: 7x24 Technical Support, 5 Years</li> <li>• Dell 22 Monitor   P2217H</li> </ul> |          |                    |
| 2 | <b>UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)</b>   | \$147.00 | \$294.00           |
| 2 | <b>*SYMANTEC ENDPOINT PROTECTION 14.0.1</b>  | \$61.00  | \$122.00           |
| 2 | <b>*ADOBE ACROBAT STANDARD XI</b>  | \$412.00 | \$824.00           |
|   |  |          |                    |
|   | <b>MISCELLANEOUS COMPONENTS</b>  |          |                    |
| 1 | <b>OKI B432DN MONO LASER DUPLEX PRINTER</b>  | \$416.00 | \$416.00           |
| 1 | <b>LD 6' USB 2.0 A-B CABLE, T, IVOTR, RTAL 6' USB CABLE</b>  | \$4.00   | \$4.00             |
| 1 | <b>D-LINK 8-PORT DESKTOP SWITCH</b>  | \$63.00  | \$63.00            |
|   |  |          |                    |
|   | <b>ORDER TOTAL:</b>  |          | <b>\$13,342.00</b> |

# The State of Texas



Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
[www.sos.state.tx.us](http://www.sos.state.tx.us)

Phone: 512-463-5650  
Fax: 512-475-2811  
TTY: 7-1-1  
(800) 252-VOTE (8683)

David Whitley  
Secretary of State

April 23, 2019

Chris Davis  
Elections Administrator  
Williamson County  
301 S.E. Inner Loop, Suite 104  
Georgetown, Texas 78626

Dear Mr. Davis:

We are in receipt of a copy of the proposed contract between Williamson County and Election Systems & Software ("ES&S"), which you have submitted to the Secretary of State pursuant to Section 123.035 of the Texas Election Code.

The contract indicates the county plans to acquire ES&S's EVS 6020 which includes the DS200 precinct scanner, the DS850 central scanner, and the ExpressVote ballot marking device. This letter will serve as confirmation from our office that this system is currently certified for use in Texas. Enclosed is a copy of the certification order that pertains to this system. We therefore, officially, approve the submitted contract for the purchase of these systems.

Pursuant to state law, this written approval of your voting system contract is required prior to your final execution of the contract, or it will be considered void.

If you need additional information, please contact the Elections Division toll-free at 1-800-252-2216.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith Ingram".

Keith Ingram  
Director of Elections

Enclosures

KI:CP

# The State of Texas



Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
www.sos.texas.gov

Phone: 512-463-5650  
Fax: 512-475-2811  
Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

David Whitley  
Secretary of State

## REPORT OF REVIEW OF ES&S EVS 6.0.2.0 AND THE EXPRESSVOTE XL

### PRELIMINARY STATEMENT

On January 22, 2019, Election Systems & Software (the "Vendor") presented EVS 6.0.2.0 and the ExpressVote XL for examination and certification. The examination was conducted in Austin, Texas. Pursuant to Sections 122.035(a) and (b) of the Texas Election Code, the Secretary of State appointed the following examiners:

1. Mr. Tom Watson, an expert in electronic data communication systems; and
2. Mr. Charles Pinney, an expert in election law and procedure.

Pursuant to Section 122.035(a), the Texas Attorney General appointed the following examiners:

1. Dr. Jim Sneeringer, an expert in electronic data communication systems; and
2. Mr. Ryan Vassar, an employee of the Texas Attorney General.

On January 22, 2019, Mr. Watson, Mr. Pinney, Dr. Sneeringer, and Mr. Vassar were present and witnessed the installation of the EVS 6.0.2.0 software and firmware that the Office of the Texas Secretary of State (the "Office") received directly from the Independent Testing Authority. Mr. Pinney and Ms. Krystine Ramon, a staff attorney with the Office, examined the accessibility components of the ExpressVote XL.

After the accessibility review, the Vendor demonstrated the system and answered questions presented by the examiners. Test ballots were then processed on the ExpressVote XL. The results were accumulated and later verified for accuracy by staff of the Secretary of State.

Examiner reports on the system are attached hereto and incorporated herein by reference.

On March 13, 2019, a public hearing was conducted in which interested persons were given an opportunity to express views for or against certification of the system.

### BRIEF DESCRIPTION OF EVS 6.0.2.0 AND THE EXPRESSVOTE XL

The EVS 6.0.2.0 Voting System contains a new hardware component and an updated version of the reporting module in the ElectionWare software in previous versions of EVS that the Secretary of State certified on December 15, 2016, July 28, 2017, and November 15, 2018.

EVS 6.0.2.0 (together with ExpressVote and ExpressTouch) has been evaluated at an accredited independent voting system testing laboratory for conformance to the 2005 Voluntary Voting System Guidelines. It has received Elections Assistance Commission (EAC) # ESSEVS6020 on October 4, 2018.

The components of EVS 6.0.2.0 are as follows:

| <b>Component</b>          | <b>Version</b> | <b>Description</b>   |
|---------------------------|----------------|--|
| ExpressVote XL            | 1.0.0.0        | Accessible ballot marker and precinct scanner                                      |
| ExpressTouch              | 1.0.0.0        | Accessible electronic vote capture and tabulation device                           |
| DS200                     | 2.17.0.0       | Precinct Scanner and Tabulator   |
| DS450                     | 3.1.0.0        | Central Scanner and Tabulator  |
| DS850                     | 3.1.0.0        | Central Scanner and Tabulator  |
| ExpressVote HW 1.0        | 1.5.0.0        | Accessible electronic ballot marker  |
| ExpressVote HW 2.1        | 2.4.0.0        | Accessible electronic ballot marker and precinct scanner                           |
| ElectionWare              | 5.0.1.0        | Database system that allows jurisdictions to code, lay out ballots, and burn media |
| ES&S Event Log Service    | 1.6.0.0        | Background function that monitors the functioning of Windows Event Viewer          |
| ExpressVote Previewer 1.0 | 1.5.0.0        | Allows user to preview screen and layout and audio for ExpressVote                 |
| ExpressVote Previewer 2.1 | 2.4.0.0        | Allows user to preview screen and layout and audio for ExpressVote                 |
| Removable Media Service   | 1.5.0.0        | Supports installation and removal of election and results media                    |

## **FINDINGS**

The following are the findings, based on written evidence submitted by the Vendor in support of its application for certification, oral evidence presented at the examination, and Texas voting system examiner reports.

The EVS 6.0.2.0 Voting System and the ExpressVote XL ballot marking device and precinct scanner meet the standards for certification as prescribed by Section 122.001 of the Texas Election Code. Specifically, the EVS 6.0.2.0 and the ExpressVote XL components, among other things:

1. Preserve the secrecy of the ballot;
2. Are suitable for the purpose for which they are intended;
3. Operate safely, efficiently, and accurately and comply with the voting system standards adopted by the Election Assistance Commission;
4. Are safe from fraudulent or unauthorized manipulation;
5. Permit voting on all offices and measures to be voted on at the election;
6. Prevent counting votes on offices and measures on which the voter is not entitled to vote;
7. Prevent counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevent counting votes for more than the number of candidates for whom the voter is entitled to vote;
8. Prevent counting a vote on the same office or measure more than once;
9. Permit write-in voting;
10. Are capable of permitting straight-party voting; and
11. Are capable of providing records from which the operation of the system may be audited.

### CONCLUSION

Accordingly, based upon the foregoing, I hereby certify the EVS 6.0.2.0 Voting System and the ExpressVote XL for use in elections in Texas.

Signed under my hand and seal of office, this 28<sup>th</sup> day of MARCH, 2019.



---

JOSE A. ESPARZA  
DEPUTY SECRETARY OF STATE



## AGENDA

- Intro & Company Profile
- Polling Place Configuration
- High Speed Central Count
- System Security
- Reference List

# INTRODUCTIONS / COMPANY BACKGROUND

## ☐ Texas

- 142 out of the 254 counties use E&S Equipment today.
- 51 of those counties have already moved to new systems.

## ☐ Years of Experience

- 40 Years of Tabulation Equipment Design and Manufacturing

## ☐ Financial Stability

- Single Ownership for 40 years
- Total Marketshare = 58%

## ☐ Commitment to Improvement

- 15 EAC certifications since 2013
- 10 Texas certifications since 2013

# ES&S in the industry for 40 years

---



**100+**

Million Voters



**OVER 475**  
ES&S  
Employees



**15** Statewide  
Customers

**95,000+**

Precincts Supported



**50,000+**

**1,997**

Jurisdictions Supported



## POLLING PLACE CONFIGURATION



# ExpressVote Universal Ballot Marking Device

Polling Place  
Operations

3



- Accessible for all voters
- Produces paper record
- Uses thermal paper - reduced cost and waste
- No consumables
- Simple Open/Close
- Internal Battery (3-4 hr)
- Weight – 22.5 lbs.
- Over 50,000 sold

## VISIONARY VOTING



Polling Place  
Operations

4

# DS200 PRECINCT SCANNER



- Polling place digital scanner
- 12" Touchscreen
- Internal Battery (3-4 hr)
- Weight – 23 lbs.
- 12 ballots per minute
- Simple Open & Close
- Over 30,000 deployed



**HIGH SPEED  
CENTRAL  
COUNT**



# High Speed Central Scanning

Central Count

1

DS450



- High Speed Reader (*75 per Minute*)
- Designed to handle folded ballots
- 154 Units deployed
- Reads both ExpressVote Cards and Absentee Ballots
- Used also as a "high speed sorter" for recounts

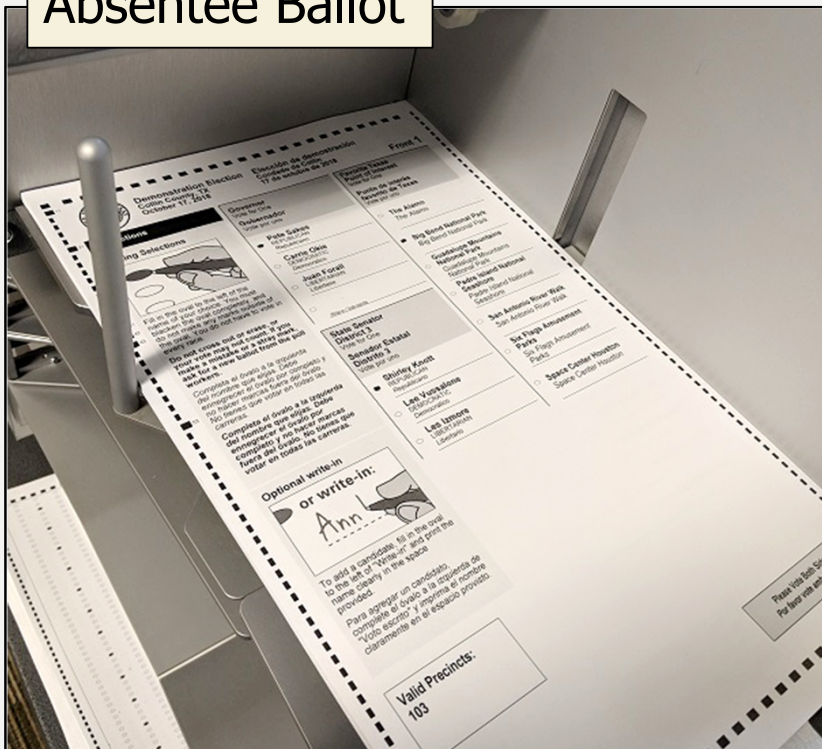


# High Speed Sorting for Recounts

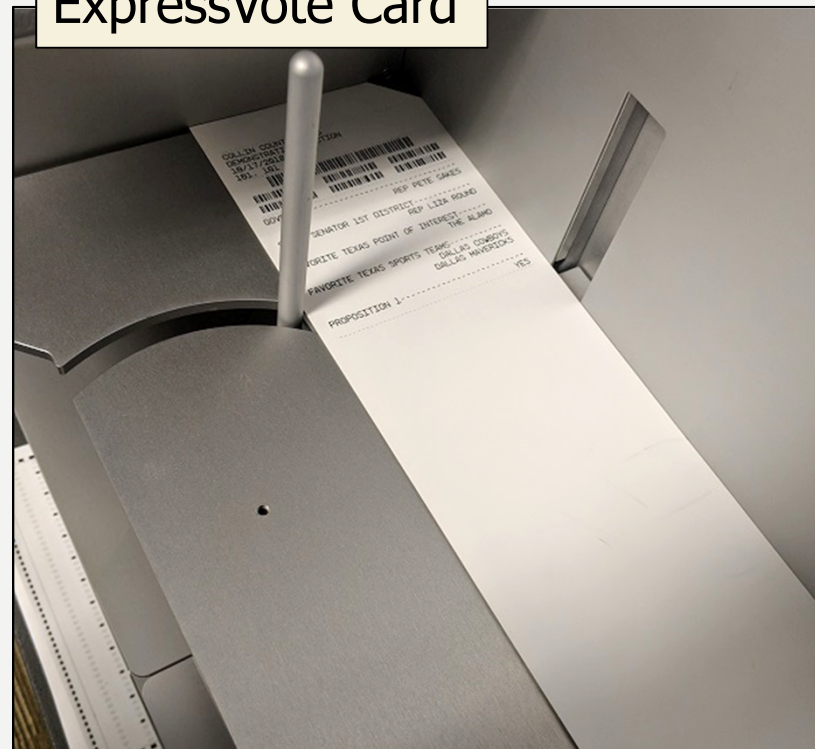
Central Count

# 2

Absentee Ballot



ExpressVote Card

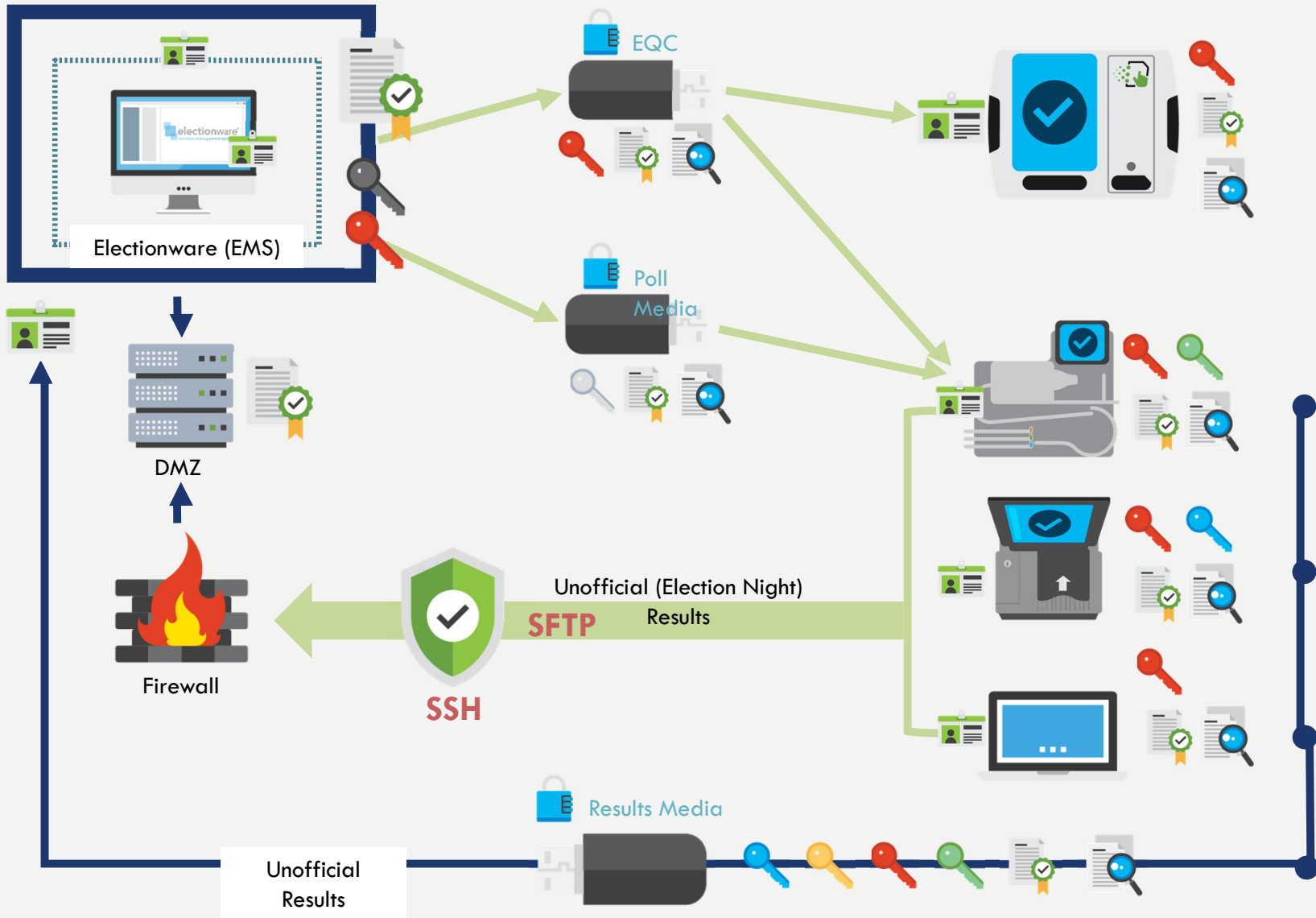




**SYSTEM  
SECURITY**

# ES&S Voting System Security Overview

- Hash Validations
- Digital Signatures
- Encryption Keys
- Certified USB Media
- User Access Control

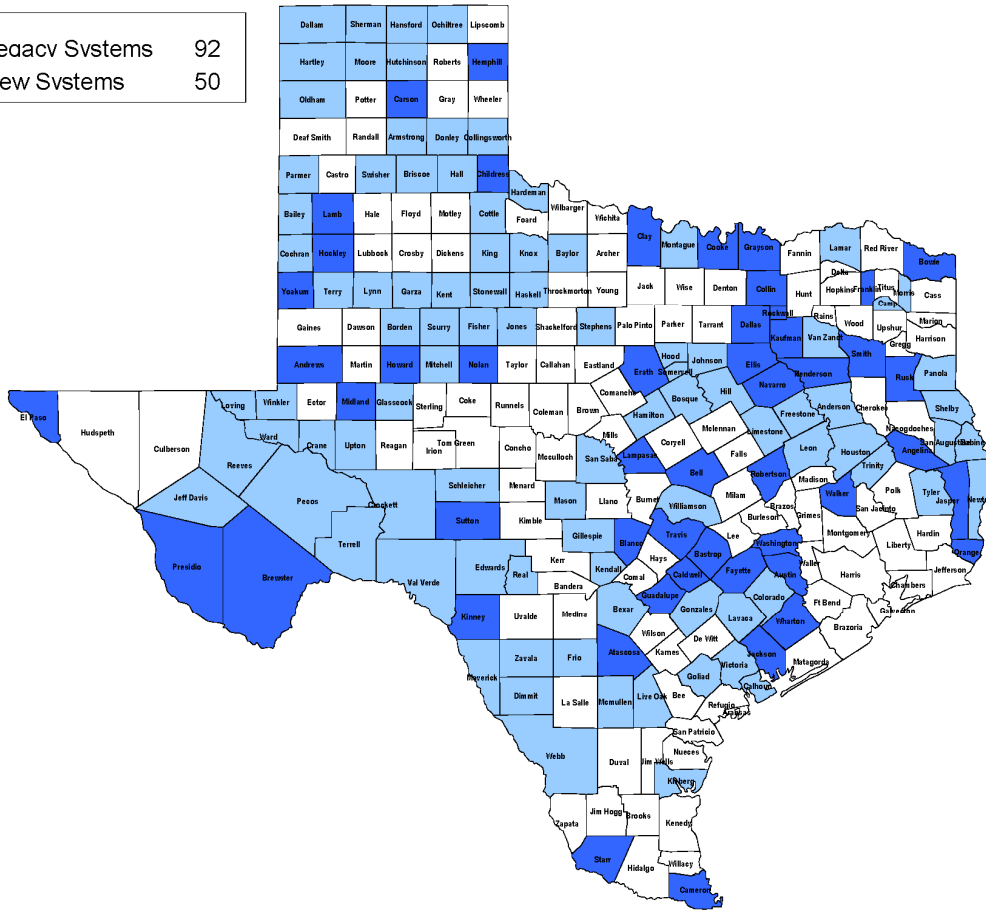




## REFERENCE LIST

# Texas Counties

|                     |    |
|---------------------|----|
| ES&S Legacy Systems | 92 |
| ES&S New Systems    | 50 |



- Angelina
- Atascosa
- Bastrop
- Bell
- Blanco
- Bowie
- Brewster
- Caldwell
- Cameron
- Carson
- Childress
- Clay
- Collin
- Cooke
- Dallas
- El Paso
- Ellis
- Erath
- Fayette
- Franklin
- Grayson
- Guadalupe
- Henderson
- Hockley
- Howard
- Jackson
- Kaufman
- Kinney
- Lamb
- Lampasas
- McAllen, City of
- Midland
- Mt Vernon, City of
- Navarre
- Nederland, City of
- Nolan
- Orange
- Presidio
- Pharr, City of
- Robertson
- Rockwall
- Rusk
- Smith
- Starr
- Sutton
- Travis
- Washington
- Yoakum

# Statewide Systems

Maine  
532-ExpressVotes

Rhode Island

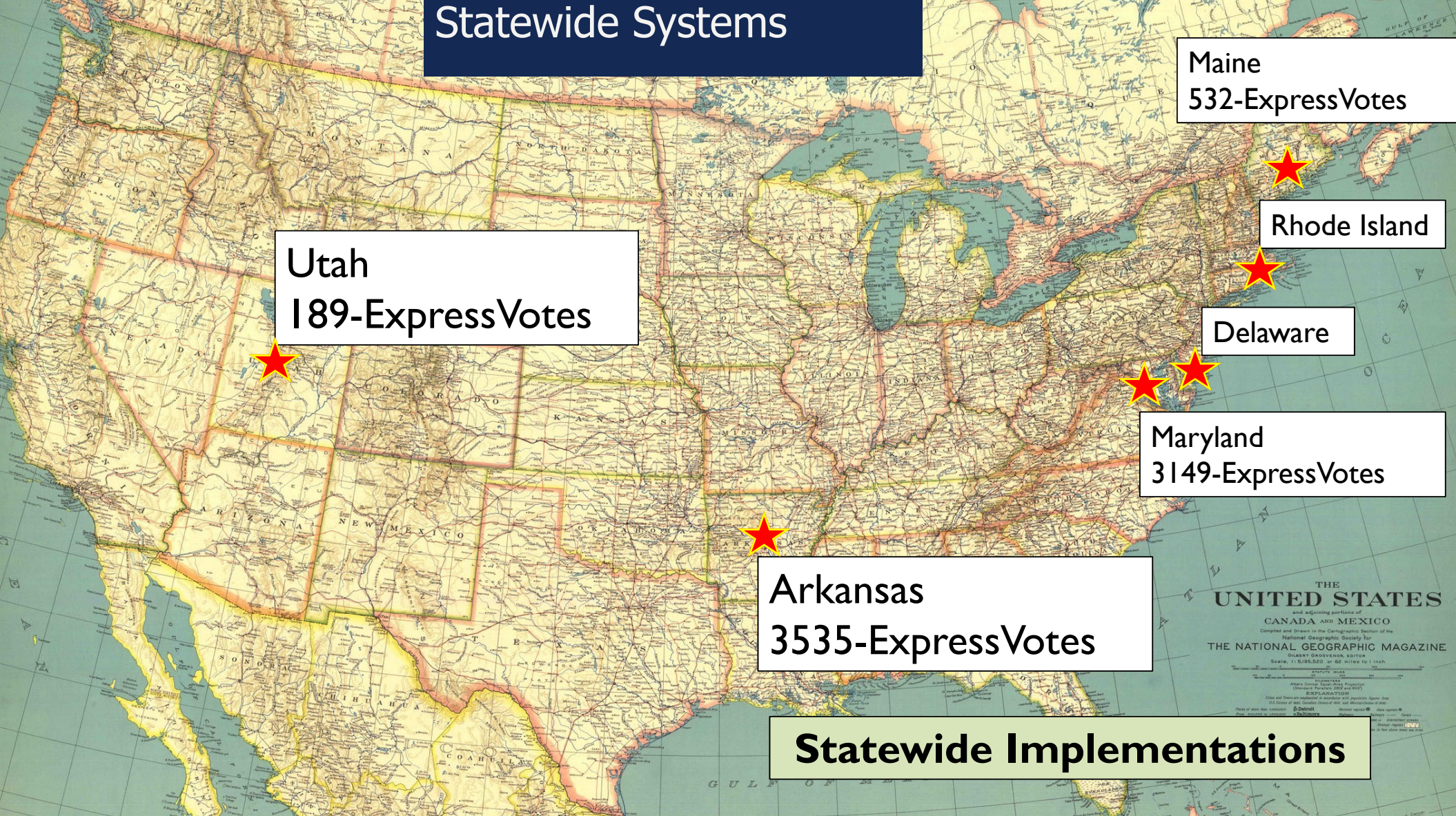
Utah  
189-ExpressVotes

Delaware

Maryland  
3149-ExpressVotes

Arkansas  
3535-ExpressVotes

Statewide Implementations



# Counties



|               |       |
|---------------|-------|
| Alabama       | 3535  |
| Arizona       | 478   |
| Washington DC | 470   |
| Florida       | 4927  |
| Iowa          | 578   |
| Idaho         | 409   |
| Illinois      | 526   |
| Indiana       | 2969  |
| Kansas        | 4017  |
| Kentucky      | 1250  |
| Maryland      | 3149  |
| Maine         | 532   |
| Michigan      | 539   |
| Missouri      | 505   |
| Mississippi   | 199   |
| Nevada        | 100   |
| Ohio          | 5863  |
| Pennsylvania  | 255   |
| South Dakota  | 385   |
| Tennessee     | 703   |
| Texas         | 12295 |
| Utah          | 189   |
| Virginia      | 1658  |
| Washington    | 13    |
| Wisconsin     | 656   |



**THANK YOU!**

**VOTE**



# DS200<sup>®</sup>

## Precinct Scanner & Tabulator



### Protective Cover

Cover has heavy-duty rubber seal to shelter DS200 from elements during transport.

### Easy to Set Up

Lid-up, power-on approach allows poll workers to easily open polls.

### Touch Screen and Display

Provides voters with instructions and immediate feedback. Tension bearings hold screen in place for custom positioning.

### Ballot/Card Slot

Voters cast both ballots and vote summary cards here; accommodates up to 19-inch ballots.

### Auxiliary Ballot Compartment

### Main Ballot Compartment

Easy, hassle-free storage of up to 2,500 ballots.

11

The number of 14-inch flat ballots processed per minute

# DS200 Key Features

The DS200 is a precinct-based scanner and vote tabulator equipped with the latest in ES&S' patented technology. Fully certified and compliant with EAC guidelines, the DS200 enhances the voting experience for voters and election officials alike. Our patented IMR™ and PTRAC® technology ensures even the most poorly marked ballots are read accurately and consistently — protecting voter intent. All of this is designed to make everyone's job easier.

## ACCURATE



The DS200 combines the ES&S-patented Intelligent Mark Recognition (IMR™) and patented Positive Target Recognition & Alignment Compensation (PTRAC®) systems to accurately track and pinpoint target locations. This technology accommodates ballots inserted at angles or with erroneous marks to uphold voter intent. This precision improves the reliability of elections.

## SECURE



Like all ES&S tabulation equipment, the DS200 includes physical security features such as locking panels and security seals to secure sensitive components and election files, and a key-locked case for transport and shipping. The DS200 operating system controls, limits and detects unauthorized access to all critical data. The system also includes safeguards, such as data encryption and digital signatures, that help protect sensitive data and verify authenticity, including certification of all firmware.

## RELIABLE



Having both battery backup and thermal paper means you never have to worry about power outages or printer ink.

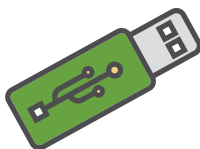
## COMPATIBLE



Works in conjunction with:

- ExpressVote® Universal Voting System
- Electionware® Election Management Software
- DS450® High-Throughput Scanner & Tabulator
- AutoMARK® Ballot Marking Device
- DS850® High-Speed Scanner & Tabulator
- Election Reporting Manager®

## COMPREHENSIVE



- Optional wireless modem results transfer with encryption
- Backup data storage
- Primary data storage device
- Data sent via Secure File Transfer Protocol (SFTP) server



# DS850<sup>®</sup>

## High-Speed Scanner & Tabulator

### Patented IMR™ and PTRAC®

IMR™ and PTRAC® technology provides unparalleled accuracy that reduces time-consuming manual ballot adjudication.

### Touch Screen Display

Walks the operator through every step of the tabulation process.

### TruGrip™ Rollers

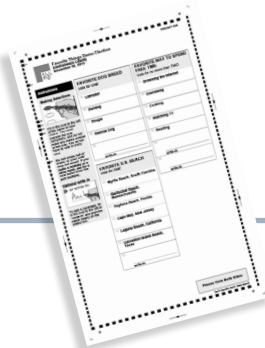
Provides constant contact, ensuring each ballot - even those folded or damaged - are individually processed.

### S-Curve

Patented design enables lightning-quick scanning and smooth ballot flow.

### Output Bins

- Sorts ballots into:
- Counted
  - Requires Further Review
  - Write-Ins



# 300

The number of 14-inch flat ballots processed per minute

# DS850 Key Features

Your elections require a centralized vote scanner and tabulator that is quick and accurate. With its high-speed digital image processing, the DS850 continuously scans ballots to save you valuable time when tabulating election results.



## SECURE

System integrity and electronic audits make the DS850 part of the most dependable family of central vote scanners and tabulators on the market. Safeguards, such as data encryption and digital signatures, help protect sensitive data and verify authenticity, including certification of all firmware.



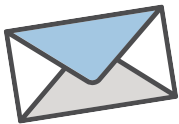
## USER-FRIENDLY

Designed specifically for the election process, the DS850 features a user-friendly software interface on a 15-inch LCD color touch screen. The S-shaped transporter allows for a natural flow, creating separation between individual ballots.



## ACCURATE

ES&S' patented IMR™ and PTRAC® technology ensures that ballots are read accurately and consistently, protecting voter intent and eliminating manual adjudication time.



## FOLDED BALLOT PROCESSING

The DS850 is designed with a series of TruGrip™ rollers, which maintain constant contact with the ballot surface, ensuring quality control throughout the entire tabulation process.



## HIGH-SPEED SORTING

The DS850 is the only high-speed scanner in the marketplace that can sort various ballot sizes at full speed. It scans and sorts 14-inch double-sided ballots at 300 per minute into three output bins, separating ballots into three categories: counted, requires further review, and write-ins.



# ExpressVote®

Universal Voting System as a Marker



Multilingual

Touch Screen and Display

Allows voters to easily make vote selections and review their selection.

Instruction Panel

A visual guide that shows voters how to use the ExpressVote.

Card Slot

Where the voter inserts their card to activate selections.

Visual Aids

High contrast and zoom functionality.

Front Access Panel

Headphone jack, a port for a Sip-and-Puff device or two-position rocker switch, and Audio-Tactile Keypad make the unit ADA friendly.



Audio-Tactile Keypad

Enables ADA voters to control audio and navigate the ballot.



## ACTIVATING THE VOTE SESSION:

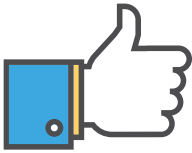
Election officials can configure the ExpressVote to best fit their needs. The voter receives an activation card to begin the process.

- If only one ballot style is programmed for the election, a blank card activates the vote session.
- Multiple ballot styles with a blank card prompt poll workers to select the correct ballot style for the voter.
- A card with an activation barcode displays the correct options for the voter if the election has multiple ballot styles.

# ExpressVote Key Features

As a marker, the ExpressVote handles the entire marking process, eliminating marginal marks and the need for voter mark interpretation. Voters utilize the touch screen to mark their vote selections, receiving a verifiable paper vote record upon completion. The ExpressVote is used during early voting or in precincts and vote centers on Election Day to serve every eligible voter, including those with special needs.

## EASY TO SET UP AND USE



The one-step startup and poll-closing procedure make the ExpressVote an ideal device for poll workers. The intuitive design offers streamlined simplicity for poll workers and election staff. The ExpressVote is also small, lightweight and easy to move.

## CONTROLLED AND REDUCED COSTS



Traditional ballot printing costs can be significantly reduced by eliminating the need for pre-printed paper ballots. Voters activate their vote session, make their selections and receive a paper record to cast. This process consumes 70 percent less paper than traditional ballots.

## INNOVATIVE DESIGN



Voters review a summary page and can make changes before receiving their verifiable paper vote record. The ExpressVote prevents overvotes and undervoting with prompts and on-screen feedback. ExpressVote in marking mode neither stores nor tabulates vote counts. The system produces a verifiable paper record for each voter.

## VERIFIABLE PAPER RECORD



After all selections are made, a human- and machine-readable paper record is produced that includes text and an optical scan barcode. Votes are digitally scanned for tabulation on an ES&S DS200<sup>®</sup>, DS450<sup>®</sup> or DS850<sup>®</sup> device.

## SECURE



The ExpressVote Universal Voting System utilizes a variety of functions to ensure election data and cast vote records are secure. In its current certification as a marking device, no vote data is stored in the device. Its system functions are only executable during election events, in the manner and order intended by election officials performing their duties.

For more information visit [www.essvote.com](http://www.essvote.com)



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

July 27, 2017

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*

**Proposal Name and Number:** Election Voting Systems Equipment and Supplies, Proposal Number 542-17

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 9/1/2017 through 8/31/2018, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 542-17 on the following web-site: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Sheet
2. Vendor Billing Procedures

**You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas  
Department Director, Cooperative Procurement  
v.6.5





**PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** Election Voting Systems  
Equipment and Supplies

**Proposal Due Date/Opening Date and Time:**  
March 23, 2017 at 2:00 PM

**Proposal Number:** 542-17

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** October 1, 2017 through  
September 30, 2018 with two (2) possible one-year  
renewals.

**Anticipated Cooperative Board Meeting Date:**  
July 2017

Election Systems & Software, LLC

Name of Proposing Company

03/20/2017

Date

11208 John Galt Blvd

Street Address

Digitally signed  
by Richard J.  
Jablonski  
DN: cn=Richard J.  
Jablonski, o=BuyBoard,  
ou=BuyBoard, email=Richard.J.  
Jablonski@buyboard.com, c=US

Signature of Authorized Company Official

Omaha, NE 68137

City, State, Zip

Richard J. Jablonski

Printed Name of Authorized Company Official

(800) 247-8683

Telephone Number of Authorized Company Official

VP of Finance

Position or Title of Authorized Company Official

(402) 970-1276

Fax Number of Authorized Company Official

47-0617567

Federal ID Number



**VENDOR CONTACT INFORMATION**

Company: Election Systems & Software, LLC

Vendor Contact Name and Mailing Address for Notices: Chris Moody, Director of Sales & 11208 John Galt Blvd Omaha, NE 68137

Company Website: www.essvote.com

**Purchase Orders:** Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

**Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:**

I will use the **INTERNET** to receive purchase orders.  
E-mail Address: orders@essvote.com  
Internet Contact: Customer Service Phone: (877) 377-8683 (Option 1)  
Alternate E-mail Address: N/A  
Alternate Internet Contact: N/A Phone: N/A

I will receive purchase orders via **FAX**.  
Fax Number: \_\_\_\_\_  
Fax Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: chris.moody@essvote.com  
Alternate E-mail Address: matt.kunz@essvote.com



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**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

**Mailing address:** 11208 John Galt Blvd **Department:** Finance

**City:** Omaha **State:** NE **Zip Code:** 68137

**Contact Name:** Debbie Andrews **Phone:** (402) 970-1201

**Fax:** (402) 970-1276 **E-mail Address:** debbie.andrews@essvote.com

**Alternative E-mail Address:** N/A



**FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

**FELONY CONVICTION DISCLOSURE**

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Conviction(s): N/A

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

**Election Systems & Software, LLC**

Company Name

**Richard J. Jablonski** Digitally signed by Richard J. Jablonski  
Date: 2017.03.20 10:42:01 -05'00'

Signature of Authorized Company Official

**Richard J. Jablonski**

Printed Name

**DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

**Election Systems & Software, LLC**

Company Name

**Richard J. Jablonski** Digitally signed by Richard J. Jablonski  
Date: 2017.03.20 10:42:25 -05'00'

Signature of Authorized Company Official

**Richard J. Jablonski**

Printed Name



### RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

- I certify that my company is a **Resident Proposer.**
- I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

|   |                             |              |
|---|-----------------------------|--------------|
| <u>Election Systems &amp; Software, LLC</u> | <u>11208 John Galt Blvd</u> |              |
| Company Name                                | Address                     |              |
| <u>Omaha</u>                                | <u>NE</u>                   | <u>68137</u> |
| City  | State                       | Zip Code     |

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  
 Yes     No
- B. What is the prescribed amount or percentage? \$ N/A or N/A %

### VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

- Yes     No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Election Systems & Software, LLC  
 Company Name

Richard J. Jablonski Digitally signed by Richard J. Jablonski  
Date: 2017.03.20 10:43:58 -05'00'  
 Signature of Authorized Company Official

Richard J. Jablonski  
 Printed Name



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### HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- I certify that my company has been certified as a HUB in the following categories:
  - Minority Owned Business**
  - Women Owned Business**
  - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

\_\_\_\_\_

**Name of Certifying Agency:**

\_\_\_\_\_

- My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

**Election Systems & Software, LLC**

Company Name

**Richard J. Jablonski**

Printed Name

Signature of Authorized Company Official



## **CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at <https://www.buyboard.com/Vendor/Resources.aspx>, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

**Election Systems & Software, LLC**

Company Name

Richard J. Jablonski

Digitally signed by Richard J. Jablonski  
Date: 2017.03.20 11:13:25 -05'00'

Signature of Authorized Company Official

**Richard J. Jablonski**

Printed Name

**03/20/2017**

Date



**DEVIATION AND COMPLIANCE**

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

Please see ES&S' Legal Responses, attached hereto, for complete and detailed information regarding our deviations.

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Shipping Via:  Common Carrier  Company Truck  Prepaid and Add to Invoice  Other:

Small package UPS Air

2. Payment Terms:  Net 30 days  1% in 10/Net 30 days  Other:

3. Number of Days for Delivery: <sup>(3) to (4) days</sup> ARO

4. Vendor Reference/Quote Number: TBD

5. State your return policy: See Appendix A for our complete return policy.

6. Are electronic payments acceptable?  Yes  No

7. Are credit card payments acceptable?  Yes  No

Election Systems & Software, LLC

Company Name

Signature of Authorized Company Official

Richard J. Jablonski

Printed Name

**From:** Arturo Salinas  
**To:** ["Boyce, Danielle"](#)  
**Cc:** [Ava Benford-Clay](#); [Jablonski, Dick J.](#); [Moody, Chris](#); [Kunz, Matt](#)  
**Subject:** RE: Deviations - 542-17 Election Voting Systems Equipment & Supplies  
**Date:** Wednesday, May 10, 2017 4:17:00 PM

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Ms. Boyce,

Thank you for responding in a timely manner to our request. We will incorporate this message as part of the proposal response from ES&S.

Please contact me at the BuyBoard should you need any further information regarding this matter.

**ARTURO SALINAS**

**DIRECTOR OF COOPERATIVE PROCUREMENT**  
Texas Association of School Boards  
P.O. Box 400 • Austin, Texas 78767-0400  
12007 Research Blvd. • Austin, Texas 78759-2439  
Phone: 512.483.7101 • 800.580.8272  
Fax: 800-211-5454  
[arturo.salinas@tasb.org](mailto:arturo.salinas@tasb.org)



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**From:** Boyce, Danielle [mailto:[danielle.boyce@essvote.com](mailto:danielle.boyce@essvote.com)]  
**Sent:** Wednesday, May 10, 2017 3:28 PM  
**To:** Arturo Salinas <[Arturo.Salinas@tasb.org](mailto:Arturo.Salinas@tasb.org)>  
**Cc:** Ava Benford-Clay <[Ava.Benford-Clay@tasb.org](mailto:Ava.Benford-Clay@tasb.org)>; Jablonski, Dick J. <[djjablonski@essvote.com](mailto:djjablonski@essvote.com)>;  
Moody, Chris <[cdmoody@essvote.com](mailto:cdmoody@essvote.com)>; Kunz, Matt <[matt.kunz@essvote.com](mailto:matt.kunz@essvote.com)>  
**Subject:** RE: Deviations - 542-17 Election Voting Systems Equipment & Supplies

Thank you, again, for your prompt response. After careful review and consideration, we have made the decision to agree to remove the deviations we submitted in our response to the BuyBoard's Proposal No. 542-17 Election Voting Systems Equipment & Supplies.

Please confirm receipt of ES&S' agreement to remove its deviations from its proposal. In addition, please let me know if you have any questions or need any additional information.

Best Regards,

Danielle Boyce | Proposal Coordinator  
Election Systems & Software, LLC | 11208 John Galt Blvd. Omaha, NE 68137  
O: 402.938.1491 | C: 402.540.1018 | [danielle.boyce@essvote.com](mailto:danielle.boyce@essvote.com) | [www.essvote.com](http://www.essvote.com)  
[Bid Initiation Checklist](#) | [Product Advisory Request](#) | [Tech Doc Request](#)



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**From:** Arturo Salinas [<mailto:Arturo.Salinas@tasb.org>]  
**Sent:** Wednesday, May 10, 2017 10:43 AM  
**To:** Boyce, Danielle <[danielle.boyce@essvote.com](mailto:danielle.boyce@essvote.com)>  
**Cc:** Ava Benford-Clay <[Ava.Benford-Clay@tasb.org](mailto:Ava.Benford-Clay@tasb.org)>  
**Subject:** FW: Deviations - 542-17 Election Voting Systems Equipment & Supplies

Good Morning Ms. Boyce,

Thank you for your consideration of BuyBoard Proposal No. Proposal No. 542-17 for Election Voting Systems Equipment and Supplies.

In regards to the questions below and at this time, the only deviations we will discuss with your company are those specifically submitted by Election Systems & Software, LLC. Nevertheless, I will note that as a cooperative the terms and conditions provided with each solicitation of proposals are applied to all vendors.

Secondly, there is no specific section in the terms and conditions that addresses limitation of liability for a vendor.

Finally, although we understand the example provided Section 18 provides for the following, *"the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party.* In essence, this meets the requested cure period and we do not modify this section since it will not be in accordance with our cooperative policy.

As requested, please respond no later than **Thursday, May 11, 2017**, whether or not your company will remove the deviations.

Please contact me at the BuyBoard should you need any further information regarding this matter.

**ARTURO SALINAS**

**DIRECTOR OF COOPERATIVE PROCUREMENT**

Texas Association of School Boards

P.O. Box 400 • Austin, Texas 78767-0400

12007 Research Blvd. • Austin, Texas 78759-2439

Phone: 512.483.7101 • 800.580.8272

Fax: 800-211-5454

[arturo.salinas@tasb.org](mailto:arturo.salinas@tasb.org)



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**From:** Ava Benford-Clay  
**Sent:** Tuesday, May 09, 2017 4:20 PM  
**To:** Arturo Salinas <[Arturo.Salinas@tasb.org](mailto:Arturo.Salinas@tasb.org)>  
**Subject:** FW: Deviations - 542-17 Election Voting Systems Equipment & Supplies

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**From:** Boyce, Danielle [<mailto:danielle.boyce@essvote.com>]  
**Sent:** Tuesday, May 9, 2017 4:18 PM  
**To:** Ava Benford-Clay <[Ava.Benford-Clay@tasb.org](mailto:Ava.Benford-Clay@tasb.org)>  
**Cc:** Moody, Chris <[cdmoody@essvote.com](mailto:cdmoody@essvote.com)>; Kunz, Matt <[matt.kunz@essvote.com](mailto:matt.kunz@essvote.com)>; Jablonski, Dick J. <[djjablonski@essvote.com](mailto:djjablonski@essvote.com)>  
**Subject:** FW: Deviations - 542-17 Election Voting Systems Equipment & Supplies

**Attention:** Ms. Ava Benford-Clay

**RE:** Deviations - 542-17 Election Voting Systems Equipment & Supplies

**Company Name:** Election Systems & Software, LLC

Thank you for your email regarding our proposed deviations we submitted in response to the BuyBoard Proposal No. 542-17 Election Voting Systems Equipment & Supplies. We are in the process of reviewing our deviations to determine if we will agree to remove our deviations as requested in your email. In the meantime, we would like to confirm one item with the BuyBoard as well as pose a couple of questions regarding the Proposal as it relates to our proposed deviations.

First, will you please confirm that all vendors who are currently subject to the BuyBoard or who will be added to the BuyBoard will be subject to the same terms and conditions? Please confirm that no vendor will have more favorable terms than any other vendor.

Second, we have the following questions, which relate to our proposed deviations:

1. We understand that the Cooperative and TASB have limited their liability under Section 13(E.) of the General Terms and Conditions. However, there is currently no terms limiting the Vendor's liability. Can you please point us to the section that addresses the limitation of liability for the vendor?
2. With respect to our proposed changes to Section 18(E.) of the General Terms and Conditions, we included a thirty (30) day cure period in the event of a default by the Vendor. Please note that there may be instances where a ten (10) day cure period will not provide a Vendor with enough time to cure a default under the Agreement. For instance, if a Vendor's software needs to be changed to correct a deficiency, such software change will require not only the fix to the software, but will also require certification of the

modification both at the Federal and State level. This will greatly exceed the ten (10) day cure period. Can you please help us understand what remedies are available to a vendor if more time is needed to cure a default under the BuyBoard Agreement?

Thank you and we look forward to your response.

Danielle

Danielle Boyce | Proposal Coordinator

Election Systems & Software, LLC | 11208 John Galt Blvd. Omaha, NE 68137

O: 402.938.1491 | C: 402.540.1018 | [danielle.boyce@essvote.com](mailto:danielle.boyce@essvote.com) | [www.essvote.com](http://www.essvote.com)

[Bid Initiation Checklist](#) | [Product Advisory Request](#) | [Tech Doc Request](#)

\_\_\_\_\_

Begin forwarded message:

**From:** Ava Benford-Clay <[Ava.Benford-Clay@tasb.org](mailto:Ava.Benford-Clay@tasb.org)>

**Date:** May 4, 2017 at 3:46:00 PM CDT

**To:** "'[richard.jablonski@essvote.com](mailto:richard.jablonski@essvote.com)'" <[richard.jablonski@essvote.com](mailto:richard.jablonski@essvote.com)>

**Cc:** "'[matt.kunz@essvote.com](mailto:matt.kunz@essvote.com)'" <[matt.kunz@essvote.com](mailto:matt.kunz@essvote.com)>,

"'[chris.moody@essvote.com](mailto:chris.moody@essvote.com)'" <[chris.moody@essvote.com](mailto:chris.moody@essvote.com)>

**Subject: Deviations - 542-17 Election Voting Systems Equipment & Supplies**

Good Afternoon Richard,

**Election Systems & Software, LLC** response to BuyBoard **Proposal No. 542-17 Election Voting Systems Equipment & Supplies** which included multiple deviation(s) to the terms and conditions of the proposal. Unfortunately, the deviation(s) submitted are not acceptable or beneficial to the Cooperative.

As noted on Form G-Deviation and Compliance Signature Form of this proposal, the Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation. Therefore, unless your company considers the removal of these deviations the Cooperative may recommend to not award your company the proposal.

Please respond no later than **Thursday, May 11, 2017**, and feel free to contact me at the BuyBoard should you need any further information regarding this matter.

Thanks

**AVA BENFORD-CLAY**  
**BUYBOARD BID ANALYST**  
Texas Association of School Boards  
Phone: 512.467.0222, ext. 7188 • 800.695.2919  
Fax: 800-211-5454  
[ava.benford@tasb.org](mailto:ava.benford@tasb.org)





**DEALERSHIP LISTINGS**

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

**Election Systems & Software, LLC**

Company Name

704 Central Parkway East Ste 1214

Address

Plano

TX

75074

City

State

Zip

(800) 433-8683

(214) 383-1596

Phone Number

Fax Number

Ariela Matravers, Election Services Representative

Contact Person

**Election Systems & Software, LLC**

Company Name

11208 John Galt Blvd

Address

Omaha

NE

68137

City

State

Zip

(800) 247-8683

(402) 970-1282

Phone Number

Fax Number

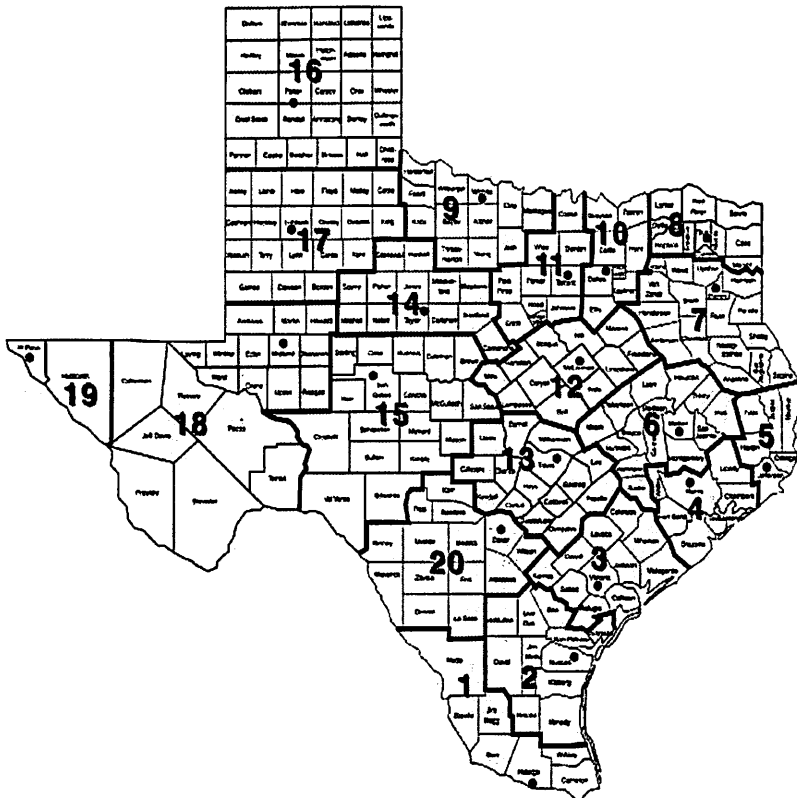
Richard J. Jablonski, VP of Finance

Contact Person

## TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

#### Region      Headquarters

- 1      Edinburg
- 2      Corpus Christi
- 3      Victoria
- 4      Houston
- 5      Beaumont
- 6      Huntsville
- 7      Kilgore
- 8      Mount Pleasant
- 9      Wichita Falls
- 10     Richardson
- 11     Fort Worth
- 12     Waco
- 13     Austin
- 14     Abilene
- 15     San Angelo
- 16     Amarillo
- 17     Lubbock
- 18     Midland
- 19     El Paso
- 20     San Antonio

### Election Systems & Software, LLC

Company Name

**Richard J. Jablonski** Digitally signed by Richard J. Jablonski  
Date: 2017.03.20 11:19:12 -05'00'

Signature of Authorized Company Official

**Richard J. Jablonski**

Printed Name

- I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

N/A

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### STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)

**If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.**

Please check (✓) all that apply:

I will service all states in the United States.

I will not service all states in the United States. I will service only the states checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> Nebraska         |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> Nevada           |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Hampshire    |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> New Jersey       |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico       |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> New York         |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina   |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> North Dakota     |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio             |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Oklahoma         |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon           |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania     |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island     |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina   |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota     |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee        |
| <input type="checkbox"/> Kansas  | <input checked="" type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah             |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont          |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia         |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington       |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia    |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin        |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming          |
| <input type="checkbox"/> Mississippi                                     |   |
| <input type="checkbox"/> Missouri  |   |
| <input type="checkbox"/> Montana   |   |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

**Election Systems & Software LLC**

Company Name

Richard J. Jablonski Digitally signed by Richard J. Jablonski  
Date: 2017.03.20 11:20:12 -05'00'

Richard J. Jablonski

Signature of Authorized Company Official

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

### **By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Election Systems & Software, LLC

Name of Vendor

Richard J. Jablonski Digitally signed by Richard J. Jablonski  
Date: 2017.03.20 12:22:19 -05'00'

Signature of Authorized Company Official

542-17

Proposal Invitation Number

Richard J. Jablonski

Printed Name of Authorized Company Official

03/20/2017

Date

**Footnote:** ES&S does not want to be considered for a piggy-back award as part of this National Purchasing Cooperative Vendor Award Agreement. As a result, per the Q&A/Addenda, ES&S has chosen not to sign this National Purchasing Cooperative Vendor Award Agreement form.



## FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 3,238,637.74. (The period of the 12 month period is January 1, 2016 / December 31, 2016). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

| PURCHASING GROUP                           | CURRENT VENDOR? (Y/N) | FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR | AWARDED COMMODITY CATEGORY(IES) |
|--|-----------------------|---|---------------------------------|
| 1. Federal General Services Administration | N                     | N   | N/A                             |
| 2. T-PASS (State of Texas)                 | N                     | N   | N/A                             |
| 3. U.S. Communities Purchasing Alliance    | N                     | N   | N/A                             |
| 4. National IPA/TCPN                       | N                     | N   | N/A                             |
| 5. Houston-Galveston Area Council (HGAC)   | N                     | N   | N/A                             |
| 6. National Joint Powers Alliance (NJPA)   | N                     | N   | N/A                             |
| 7. E&I Cooperative                         | N                     | N   | N/A                             |
| 8. The Interlocal Purchasing System (TIPS) | N                     | N   | N/A                             |
| 9. Other                                   | continued below       | continued below                                     | continued below                 |

**MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

### CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%)**: N/A

**Proposed Discount (%)**: 0.00

**Explanation:** \_\_\_\_\_



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

**Election Systems & Software, LLC**

Company Name

Richard J. Jablonski Digitally signed by Richard J. Jablonski  
Date: 2017.03.20 11:22:09 -05'00'

Richard J. Jablonski

Signature of Authorized Company Official

Printed Name

| PURCHASING GROUP   | CURRENT VENDOR? (Y/N) | FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR | AWARDED COMMODITY CATEGORY(IES) |
|--|-----------------------|---|---------------------------------|
| <i>CONTINUED....</i><br><br>9. Commonwealth of Pennsylvania – Department of General Services – COSTARS Program | Y                     | N   | Voting systems and services     |



### GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

| Entity Name                         | Contact            | Phone#         | Email Address                     | Discount | Quantity/ Volume   |
|-------------------------------------|--------------------|----------------|-----------------------------------|----------|--|
| 1. Wilson County, Tennessee         | Mr. Phillip Warren | (615) 444-0314 | pwarren@wilsonelections.com       | 0.00%    | (40) DS200s & (200) ExpressVotes                           |
| 2. Monongalia County, West Virginia | Ms. Carye Blaney   | (304) 291-7230 | cblaney@monongaliacountyclerk.com | 0.00%    | (60) DS200s, (291) ExpressVotes, (120) Pollbooks & (1) MBV |
| 3. Hennepin County, Minnesota       | Ms. Ginny Gelms    | (612) 348-9289 | virginia.gelms@co.hennepin.mn.us  | 0.00%    | (28) DS200s & (7) DS850s                                   |
| 4. Sedgwick County, Kansas          | Ms. Sandra Gritz   | (316) 660-7122 | sandra.gritz@sedgwick.gov         | 0.00%    | (200) DS200s, (1) DS850 & (900) ExpressVotes               |
| 5. Orange County, Florida           | Mr. Luis Torres    | (407) 254-6532 | Luis@ocfelections.com             | 0.00%    | (321) DS200s, (5) DS850, (260) ExpressVotes & (19) MBVs    |

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES**  **NO**  If YES, please explain:

ES&S maintains consistent pricing for its products throughout the nation. Some discounts are applied based on specific circumstances to the opportunity (ie. quantity discounts, upgrades versus new sales, and trade in allowances)

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

### Election Systems & Software, LLC

Company Name

Richard J. Jablonski Digitally signed by Richard J. Jablonski  
Date: 2017.03.20 11:22:58 -05'00'

Signature of Authorized Company Official

Richard J. Jablonski

Printed Name

**Footnote:** For more information, see the following appendices, which are attached hereto:

- 1) Appendix B: Enhancing Wilson County TN Elections
- 2) Appendix C: Reference Letter Monongalia County
- 3) Appendix D: ExpressVote Gets Put to the Test



## MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

If the cooperative accepts all or part of our proposal, ES&S' marketing strategy will include emails to counties, fliers and signage at conferences, and business cards to promote the Buy Board once permission to use the Buy Board logo is obtained.

Election Systems & Software, LLC

Company Name

Richard J. Jablonski Digitally signed by Richard J. Jablonski  
Date: 2017.03.20 11:23:59 -05'00'

Signature of Authorized Company Official

Richard J. Jablonski

Printed Name



**CONFIDENTIAL/PROPRIETARY INFORMATION**

**A. Public Disclosure Laws**

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

1) Original Bid Document - Page(s) 23 & 24 of 61 - Federal and State Purchasing Cooperative Experience form, Item #1 - ES&S' "dollar value of sales"

2) Original Bid Document - Page 25 of 61 - ES&S' Governmental References

3) Original Bid Document - Page 34 of 61 - Proposal Invitation Questionnaire - Response to Item #3 (and correlating appendices)

*(Attach additional sheets if needed.)*



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**B. Copyright Information**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
- YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: N/A

*(Attach additional sheets if needed.)*

**C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

**D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Election Systems & Software, LLC

Company Name

Richard J. Jablonski Digitally signed by Richard J. Jablonski  
Date: 2017.03.20 11:25:07 -05'00'

Signature of Authorized Company Official

Richard J. Jablonski

Printed Name

03/20/2017

Date



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### VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

**Name of Proposing Company:** Election Systems & Software, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

**Type of Business:**

- Individual/Sole Proprietor \_\_\_\_\_
- Corporation \_\_\_\_\_
- Limited Liability Company  \_\_\_\_\_
- Partnership \_\_\_\_\_
- Other \_\_\_\_\_

If other, identify \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**State of Incorporation** (if applicable): Delaware

**Federal Employer Identification Number:** 47-0617567

*(Vendor must include a completed **IRS W-9** form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ES&S Footnote:** See **Appendix E** for a completed IRS W-9 form.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

|  |   |
|--|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Election Systems &amp; Software, LLC</b>   |   |
| 2 Business name/disregarded entity name, if different from above   |   |
| 3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____<br><input type="checkbox"/> C Corporation<br><input type="checkbox"/> S Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Trust/estate | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.)<br><b>11208 John Galt Blvd</b>   | Requester's name and address (optional)   |
| 6 City, state, and ZIP code<br><b>Omaha, NE 68137</b>  |   |
| 7 List account number(s) here (optional)   |   |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number |  |  |   |  |  |   |  |  |  |
|------------------------|--|--|---|--|--|---|--|--|--|
|                        |  |  | - |  |  | - |  |  |  |

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**or**

| Employer identification number |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| 4                              | 7 | - | 0 | 6 | 1 | 7 | 5 | 6 | 7 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                            |                        |
|------------------|----------------------------|------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ <u>3/2/2017</u> |
|------------------|----------------------------|------------------------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## **EDGAR VENDOR CERTIFICATION** **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

***For each of the Items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.***

### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

### **2. Termination for Cause or Convenience:**

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

---

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

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**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

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**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



**12. General Compliance and Cooperation with Cooperative Members:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

| Vendor Certification Item No.                                   | Vendor Certification:<br>YES, I agree or<br>NO, I do NOT agree | Initial |
|---|--|---------|
| 1. Vendor Violation or Breach of Contract Terms                 | YES  | RJJ     |
| 2. Termination for Cause or Convenience                         | YES  | RJJ     |
| 3. Equal Employment Opportunity                                 | YES  | RJJ     |
| 4. Davis-Bacon Act  | YES  | RJJ     |
| 5. Contract Work Hours and Safety Standards Act                 | YES  | RJJ     |
| 6. Right to Inventions Made Under a Contract or Agreement       | YES  | RJJ     |
| 7. Clean Air Act and Federal Water Pollution Control Act        | YES  | RJJ     |
| 8. Debarment and Suspension                                     | YES  | RJJ     |
| 9. Byrd Anti-Lobbying Amendment                                 | YES  | RJJ     |
| 10. Procurement of Recovered Materials                          | YES  | RJJ     |
| 11. Profit as a Separate Element of Price                       | YES  | RJJ     |
| 12. General Compliance and Cooperation with Cooperative Members | YES  | RJJ     |

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**Election Systems & Software, LLC**

Company Name

Richard J. Jablonski Digitally signed by Richard J. Jablonski  
Date: 2017.03.20 11:28:28 -05'00'

Signature of Authorized Company Official

**Richard J. Jablonski**

Printed Name



## PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

ES&S has been in business nearly 40 years. ES&S' former business name(s) include  
Election Systems & Software, Inc. ES&S is not for sale or involved in any  
transaction that would significantly alter its business or result in acquisition  
by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

ES&S staffs 13 operating locations in the U.S. With proven leadership and approximately 450 election professionals, ES&S has the resources and financial strength to provide an outstanding implementation.

ES&S has performed 18 statewide implementations. In 2016, ES&S served 104 million voters and 40 states with 15 statewide accounts. Our project management team methodically carries out the formal work plan to achieve successful

implementation. Project team members, who also are available to Cooperative members, are: VP of Corporate Sales (24 years); TX Dir. of Sales (19 years); Regional Sales Mgr. (2 years); Account Mgr. (1 year);

BOD Sales Mgr. (5 years); Dir. of Account Mngmt. (21 years); Project Mgr. (3 years); Natl. Sales Mgr. for Pollbook (24 years); Lead Trainer (8 years); Regional Mgr.-Field Svcs. (7 years); and seven (7) Field Svc. Techs (54 years combined).

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

ES&S has included its audited financial statements, attached hereto as Appendix F: Evidence of Financial Stability, which depict the financial strength of the company and a clean rating. By all measures,

ES&S has consistently shown financial results favorable to the marketplace and those results have advantaged and enhanced ES&S's ability to gain access to bonding consistent with all customer requests large or small.

ES&S would be happy to discuss any financial or bonding matters with the Cooperative should the Cooperative have any additional questions. Please also see Appendix G: ESS Evidence of Coverage for insurance coverage limits.

Neither the firm, the firm's past/present owners, principal shareholders/stockholders, or officers have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last seven (7) years.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [www.buyboard.com](http://www.buyboard.com)

4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

N/A

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

N/A

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

Richard J. Jablonski

Digitally signed by Richard J. Jablonski  
Date: 2017.03.20 11:29:22 -05'00'

**By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.**

Election Systems & Software, LLC

Company Name

Richard J. Jablonski

Digitally signed by Richard J. Jablonski  
Date: 2017.03.20 11:29:38 -05'00'

Signature of Authorized Company Official



## REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Completed: **Proposer's Agreement and Signature**
- Completed: **Vendor Contact Information**
- Completed: **Felony Conviction Disclosure and Debarment Certification**
- Completed: **Resident/Nonresident Certification**
- Completed: **Historically Underutilized Business (HUB) Certification**
- Completed: **Construction Related Goods and Services Affirmation**
- Completed: **Deviation/Compliance**
- Completed: **Dealership Listings**
- Completed: **Texas Regional Service Designation**
- Completed: **State Service Designation**
- Completed: **National Purchasing Cooperative Vendor Award Agreement**
- Completed: **Federal and State/Purchasing Cooperative Experience**
- Completed: **Governmental References**
- Completed: **Marketing Strategy**
- Completed: **Confidential/Proprietary Information**
- Completed: **Vendor Business Name with IRS Form W-9**
- Completed: **EDGAR Vendor Certification**
- Completed: **Proposal Invitation Questionnaire**
- Completed: **Required Forms Checklist**
- Completed: **Proposal Specification Form with Catalogs/Pricelists and Certification Statement From Secretary of State**

*\*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

**ES&S Footnote:**

See the appendices A-K, attached hereto, for additional information.



## Proposal Invitation No. 542-17-Election Voting Systems Equipment and Supplies

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

**NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:**

Manufacturers shall be listed in alphabetical order

Vendor's must list one specific percentage discount for each Manufacturer listed.

**If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.**

**NOTE 2: Voting system must be approved by the Secretary of State with respect to compliance of the voting system and voting system equipment with applicable state requirements. Proposer's responding to this Proposal Invitation should submit Certification Statement From Secretary of State.**

| Item No.  | Short Description  | Full Description   | State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup> | State Name of Catalog/Pricelist <sup>1</sup> | Exceptions to Discount   |
|---|--|--|--|--|--|
| <b>Section I: Equipment, Products, and Supplies</b> |  |  |  |  |  |
| 1   | Discount (%) Off Catalog/Pricelist for Election Voting Systems Equipment | Please state the discount (%) off catalog/pricelist for <b>Election Voting Systems Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.</b> | <b>0%</b>  | <b>Texas Product Catalog</b>                 | Buyers should contact the Texas-based ES&S sales representative for available discounting, trade-in allowances, and financing options. |
| 2   | Discount (%) Off Catalog/Pricelist for Election Voting Systems Supplies  | Please state the discount (%) off catalog/pricelist for <b>Election Voting Systems Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.</b>  | <b>0%</b>  | <b>Texas Product Catalog</b>                 | Buyers should contact the Texas-based ES&S sales representative for available discounting, trade-in allowances, and financing options. |
| 3   | Discount (%) Off Catalog/Pricelist for Election Voting Systems Software  | Please state the discount (%) off catalog/pricelist for <b>Election Voting Systems Software.</b>   | <b>0%</b>  | <b>Texas Product Catalog</b>                 | Buyers should contact the Texas-based ES&S sales representative for available discounting, trade-in allowances, and financing options. |

**PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal



| Item No.   | Short Description   | Full Description  | State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup> | State Name of Catalog/Pricelist <sup>1</sup>       | Exceptions to Discount   |
|--|---|---|--|--|--|
| 4  | Discount (%) Off Catalog/Pricelist for Election Voting Services                               | Please state the discount (%) off catalog/pricelist for <b>Election Voting Services</b> (All types of services-Training New Staff, Operational Training, Ballot Production Services, Preventative Maintenance, and related services). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b> | 0%   | Texas Product Catalog                              | Buyers should contact the Texas-based ES&S sales representative for available discounting, trade-in allowances, and financing options. |
| 5  | Discount (%) Off Catalog/Pricelist for All Other Election Voting Systems Related Products     | Please state the discount (%) off catalog/pricelist for <b>All Other Election Voting Systems Related Products</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>   | 0%   | Texas Product Catalog                              | Buyers should contact the Texas-based ES&S sales representative for available discounting, trade-in allowances, and financing options. |
| <b>Section II: Installation and Repair Service</b> |   |   | <b>Not to Exceed Hourly Labor Rate</b>                           | <b>Detailed Information on Hourly Labor Rate</b>   | <b>Exceptions to Hourly Labor Rate</b>   |
| 6  | Not to Exceed Hourly Labor Rate for Installation/Repair Service and of Equipment and Products | <b>Hourly Labor Rate for Installation/Repair of Election Voting Equipment and Products</b> -- State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Election Voting Equipment and Products.   | <b>\$ 445.00/ Hour</b>   | Hourly rate is per tech and includes travel costs. | 8-hour day rates are billed at \$1,775.00 per tech and include travel costs.   |

**ES&S FOOTNOTES**

1. ES&S does not propose any other manufacturer product lines.
2. For more information, see the following appendices attached hereto: **Appendix H:** Certification Statement from SOS; **Appendix I:** Texas Product Catalog; and **Appendix J:** Pricelist.

**PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal

# The State of Texas



Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
www.sos.state.tx.us

Phone: 512-463-5650  
Fax: 512-475-2811  
Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

Carlos H. Cascos  
Secretary of State

December 15, 2016

Brooke Thernes  
State Certification Manager  
Election Systems and Software  
11208 John Galt Blvd.  
Omaha, Nebraska 68137

Dear Ms. Thernes:

This letter is to inform you that pursuant to Chapter 122 of the Texas Election Code, the Secretary of State has approved EVS 5.2.1.0, ExpressVote and AutoMARK Voting Systems for use in Texas elections with some conditions. Enclosed please find the signed certification with conditions.

If you have any questions, please contact our office toll-free at 1-800-252-VOTE (8683).

Sincerely,

A handwritten signature in blue ink, appearing to read "KI", written over the printed name of Keith Ingram.

Keith Ingram  
Director of Elections

KI:AF

## GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the reverse side. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the reverse side for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in Customer's jurisdiction. The licenses granted in this Section 2 do not permit Customer to access or in any way use the source code for the ES&S Software.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the reverse side. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

### 7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond

the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update, or the second most recent update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the ES&S Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the ES&S Equipment and ES&S Software; (c) the results obtained from the use of the ES&S Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update, or the second most recent update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Indemnification.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:

a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, Hardware Maintenance Services or ES&S Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

11. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

### 12. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and

payable, enter the premises where the ES&S Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

14. **Compliance with Laws.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state.

15. **State Recertifications.** In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

- (i) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to remain certified;
- (ii) Customer's pro-rata share of such future state certification or recertification costs; and
- (iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 15(ii) and 15(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

16. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-10, 12(b), 13-16 these General Terms shall survive the termination of this Agreement, to the extent applicable.

**EXHIBIT A**  
**HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**  
**(POST-WARRANTY PERIOD)**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Exhibit A through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

**ARTICLE II**  
**HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine

Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been

removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

### **ARTICLE III**

#### **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes,

transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Exhibit A. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

**Schedule A1**  
**Pricing Summary**

| <b><u>Summary:</u></b>   |   |               |
|--|---|---------------|
| <b>Description</b>   | <b>Refer To</b>   | <b>Amount</b> |
| ES&S Hardware Maintenance Fees   | ES&S Hardware Maintenance Description and Fees Below                      | \$            |
| ES&S Software License, Maintenance and Support Fees  | ES&S Software License, Maintenance and Support Description and Fees Below | \$            |
| ES&S Firmware License, Maintenance and Support Fees  | ES&S Firmware License, Maintenance and Support Description and Fees Below | \$            |
|  |   |               |
| <b>Total Maintenance Fees for the Initial Term:</b>  |   | <b>\$</b>     |
| <b><u>Terms &amp; Conditions:</u></b>  |   |               |
| <b>Note 1:</b> Any applicable state and local taxes are not included, and are the responsibility of Customer.  |   |               |
| <b>Note 2:</b> In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term. |   |               |

**ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**

Initial Term: Expiration of the Warranty Period through the \*\*\*\*\* anniversary thereof

| Qty   | Description | Coverage Period | Annual Maintenance Fee Per Unit | Maintenance Fee In Total |
|---|-------------|-----------------|---------------------------------|--------------------------|
|   |             |                 | \$                              | \$                       |
|   |             |                 | \$                              | \$                       |
|   |             |                 | \$                              | \$                       |
| <b>Total Maintenance Fees for the Coverage Period<br/>***** through ***** or Year 1</b> |             |                 |                                 | <b>\$</b>                |
|   |             |                 | \$                              | \$                       |
|   |             |                 | \$                              | \$                       |
|   |             |                 | \$                              | \$                       |
| <b>Total Maintenance Fees for the Coverage Period<br/>***** through ***** or Year 2</b> |             |                 |                                 | <b>\$</b>                |
|   |             |                 | \$                              | \$                       |
|   |             |                 | \$                              | \$                       |
|   |             |                 | \$                              | \$                       |
| <b>Total Maintenance Fees for the Coverage Period<br/>***** through ***** or Year 3</b> |             |                 |                                 | <b>\$</b>                |
|   |             |                 | \$                              | \$                       |
|   |             |                 | \$                              | \$                       |
|   |             |                 | \$                              | \$                       |
| <b>Total Maintenance Fees for the Coverage Period<br/>***** through ***** or Year 4</b> |             |                 |                                 | <b>\$</b>                |
| <b>Total Hardware Maintenance Fees for the Initial Term</b>                             |             |                 |                                 | <b>\$</b>                |

**Note 1:** The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

**Note 2:** Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

**Note 3:** Customer's Designated Location:

**Note 4:** The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

**Note 5:** Upon expiration of the Initial Term, this Schedule A1 shall automatically renew as set forth in Article I, Section 1.

## **Hardware Maintenance Services Provided by ES&S Under this Schedule A1**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
  - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
    - Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
    - Use of a checklist tailored for each piece of ES&S Equipment.
    - Update of maintenance records which are kept by serial number and available to the Customer through the Customer's ES&S Web-based portal.
5. Repair Services.
  - Customer will receive coverage for interim repair calls.
    - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
    - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.
6. Priority Services.
  - Customer has access to the ES&S Help Desk for assistance.
  - The customer receives priority on service calls.
  - The customer receives priority on response time.
  - The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
ELECTIONWARE SOFTWARE**

Initial License and Maintenance Term: Expiration of the Warranty Period through the \*\*\*\*\* anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

| Qty  | Description | Coverage Period | Software License, Maintenance and Support Fee In Total |
|--|-------------|-----------------|--|
|  |             |                 | \$   |
|  |             |                 | \$   |
| <b>Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 1</b> |             |                 | <b>\$</b>  |
|  |             |                 |  |
|  |             |                 | \$   |
|  |             |                 | \$   |
| <b>Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 2</b> |             |                 | <b>\$</b>  |
|  |             |                 |  |
|  |             |                 | \$   |
|  |             |                 | \$   |
| <b>Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 3</b> |             |                 | <b>\$</b>  |
|  |             |                 |  |
|  |             |                 | \$   |
|  |             |                 | \$   |
| <b>Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 4</b> |             |                 | <b>\$</b>  |
|  |             |                 |  |
| <b>Total Software License, Maintenance and Support Fees for the Initial Term</b>                         |             |                 | <b>\$</b>  |

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

Initial License and Maintenance Term: Expiration of the Warranty Period through the \*\*\*\*\* anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

| Qty  | Description | Coverage Period | Annual Firmware License, Maintenance and Support Fee Per Unit | Firmware License, Maintenance and Support Fee In Total |
|--|-------------|-----------------|---|--|
|  |             |                 | \$  | \$   |
|  |             |                 | \$  | \$   |
|  |             |                 | \$  | \$   |
| <b>Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 1</b> |             |                 |   | <b>\$</b>  |
|  |             |                 | \$  | \$   |
|  |             |                 | \$  | \$   |
|  |             |                 | \$  | \$   |
| <b>Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 2</b> |             |                 |   | <b>\$</b>  |
|  |             |                 | \$  | \$   |
|  |             |                 | \$  | \$   |
|  |             |                 | \$  | \$   |
| <b>Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 3</b> |             |                 |   | <b>\$</b>  |
|  |             |                 | \$  | \$   |
|  |             |                 | \$  | \$   |
|  |             |                 | \$  | \$   |
| <b>Total License, Maintenance and Support Fees for the Coverage Period ***** through ***** or Year 4</b> |             |                 |   | <b>\$</b>  |
| <b>Total Firmware License, Maintenance and Support Fees for the Initial Term</b>                         |             |                 |   | <b>\$</b>  |

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
  - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
  - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall have reviewed Training Checklists.
4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
5. Customer shall be responsible for data extraction from Customer voter registration system.
6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
9. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
11. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

**Commissioners Court - Regular Session**

**36.**

**Meeting Date:** 04/30/2019

Receive updates on the Department of Infrastructure projects and issues

**Submitted For:** Robert Daigh

**Submitted By:** Lydia Linden, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 03/25/2019

**Reviewed By**

Andrea Schiele

**Date**

03/25/2019 11:34 AM

Started On: 03/25/2019 11:32 AM

**Commissioners Court - Regular Session**

**37.**

**Meeting Date:** 04/30/2019

Steger & Bizzell Contract Amendment No 1 (1607-104)

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Steger & Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for Engineering Design Services for Replacement of Culvert Crossings for Williamson County Road and Bridge.

**Background**

This Contract Amendment No 1 will allow for an increase in the compensation cap from \$500,000.00 to \$600,000.00. Funding source 01.0200.0210.004100.

**Fiscal Impact**

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

**Attachments**

Steger & Bizzell Contract Amendment No 1 (1607-104)

**Form Review**

**Inbox**

Hal Hawes  
County Judge Exec Asst.  
Form Started By: Vicky Edwards  
Final Approval Date: 04/25/2019

**Reviewed By**

Hal Hawes  
Andrea Schiele

**Date**

04/25/2019 11:10 AM  
04/25/2019 11:22 AM  
Started On: 04/24/2019 12:25 PM

**CONTRACT AMENDMENT NO.   1**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**

Engineering Design Services for Replacement of Culvert Crossings RFQ 1607-104 (“**Project**”)

THIS CONTRACT AMENDMENT NO.   1   to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Steger & Bizzell Engineering, Inc.** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **January 17, 2017** (the “Contract”);

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

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to **\$500,000.00**; and,

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

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$500,00.00 to \$600,000.00.

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

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

ENGINEER:

By:   
Signature

PERRY C STEGER  
Printed Name

PREC  
Title

2/24/19  
Date

COUNTY:

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

Bill Gravell, Jr.  
Printed Name

Williamson County Judge  
Title

\_\_\_\_\_  
Date

**Commissioners Court - Regular Session**

**38.**

**Meeting Date:** 04/30/2019

Steger & Bizzell Engineering Inc WA5 South San Gabriel Ranches Sub (1607-104)

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of \$145,000.00 to expire on December 31, 2020 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 Roadway Reconstruction and Drainage Improvements on Baker Ln, Jennifer Ln, Hawkins Dr, Mikes Way and Norwood Dr in South San Gabriel Ranches Subdivision for Williamson County Road and Bridge.

**Background**

**Fiscal Impact**

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

**Attachments**

Steger Bizzell Engineering Inc WA5 South San Gabriel Ranches Sub

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/25/2019

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

04/25/2019 11:10 AM

04/25/2019 11:25 AM

Started On: 04/24/2019 12:30 PM

**WORK AUTHORIZATION NO. 5**

**PROJECT: Professional Engineering Design Services for Roadway Reconstruction and Drainage Improvements on Baker Ln, Jennifer Ln, Hawkins Dr, Mikes Wy and Norwood Dr in South San Gabriel Ranches Subdivision**

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 **\$145,000.00**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2020**. 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 \_\_\_\_\_, 2019.

ENGINEER:

Steger Bizzell

By:   
Signature

Perry Steger  
Printed Name

President  
Title

COUNTY:

Williamson County, Texas

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

Bill Gravell, Jr.  
Printed Name

Williamson County Judge  
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

### Work Authorization #5

Professional Engineering Design Services for Roadway Reconstruction and Drainage Improvements

#### General Description of Project:

This project consists of reconstruction of existing roadways in the South San Gabriel Ranches subdivision in Williamson County and accompanying drainage improvements.

#### Services to be Provided by County:

1. Coordinate meetings with public officials, if necessary.
2. Provide survey data adequate for roadway redesign and hydraulic & hydrologic analysis and culvert replacement design.
3. Provide geotechnical report and proposed pavement design.
4. Provide timely review of materials submitted.
5. Assist with coordination between Engineer and County's other subconsultants, particularly with respect to survey data, geotechnical, utility coordination, and public involvement.
6. Provide County's current General Notes, specifications, and special provisions.
7. Provide data necessary for roadway design including design speeds and traffic counts, if available.
8. Post and maintain project information for general public consumption, such as on the County website.
9. Provide fees for government agency reviews, if any.
10. Provide fees for public notices submitted to newspapers and/or other media, if any.
11. Assist with obtaining signatures from community officials, as required.



**Attachment B**  
**Services to be Provided by Engineer**  
**Work Authorization #5**

Professional Engineering Design Services for Roadway Reconstruction and Drainage Improvements

General Description of Project:

This project consists of reconstruction of existing roadways in the South San Gabriel Ranches subdivision in Williamson County and accompanying drainage improvements.

TASK 1: PROJECT MANAGEMENT

1. Schedule and conduct a project kick-off meeting between Engineer and County Road & Bridge staff. Review and discuss preliminary design parameters such as design storm, traffic control methods, roadway design criteria, environmental issues, and landowner coordination.
2. Schedule up to 2 additional milestone review meetings.
3. Update project design schedule monthly.

TASK 2: PRELIMINARY ENGINEERING

1. Collect and review available data relevant to the project including as-built drawings.
2. Conduct field reconnaissance to document existing conditions and collect data including a photographic record.
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. Determine horizontal alignments based on survey and as-built drawings if available.
5. Determine proposed vertical profiles for each road.
6. Design typical sections based on County-provided geotechnical report.
7. Traffic Control
8. Model proposed corridor and grading including roadside ditches and cross sections.
9. Perform an "existing-conditions" hydrologic study of the watershed of each drainage basin within the project area. 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 rational method calculations.
10. Perform an "existing-conditions" hydraulic study of each cross culvert and driveway culvert. 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.
11. Determine preliminary potential replacement structure configurations (size, quantity, material, inlet/headwall style, slope, cover) for roadway channel, driveway culverts, and cross culverts,
12. 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.

13. 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 as requested.
14. 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 3: PS&E Preparation

This scope of work assumes that one set of construction contracts will be awarded. Additional bid sets may result in a change to the scope and fee of this scope of work.

1. 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 scope of work. Plans will be prepared using Microstation V8i in DGN format. It is assumed that one plan (i.e. bid) set will be prepared. The 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. Traffic Control Narrative
    - iii. Standards
  - f. Roadway Plan and Profile (P&P) Sheets for Each Road
    - i. Existing and Proposed Profiles
    - ii. Roadside Ditch Profiles
    - iii. Cross Section Sheets
    - iv. Driveway Summary
    - v. Standards
  - g. Drainage
    - i. Drainage Area Map
    - ii. Existing Drainage Study
    - iii. Proposed Drainage Study
    - iv. Hydrologic and Hydraulic Design Data
    - v. Cross-Culvert Plan and Profile Sheets
    - vi. 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



2. Prepare estimated project quantities for each submittal. Wherever possible, bid items shall conform to TxDOT 2014 bid codes.
3. Prepare a probable cost of construction based on estimated quantities and current local bid prices, and submitted with each submittal package.
4. 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.
5. 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.

#### TASK 4: CONSTRUCTION PHASE SERVICES

1. County staff shall coordinate the construction phase processes. Engineer's scope of work during these phases shall be limited to the following: Review and process Requests for Information. Limited to 4 RFI's.

#### DELIVERABLES

The following is a list of deliverables to be provided under this scope of work.

1. Two PS&E submittal packages (referred to as 50% and 100%)
2. Electronic H&H models (HEC-HMS and HEC-RAS or HY-8)
3. Project Construction Manual

#### EXCLUSIONS

The following services are specifically excluded from this scope. These services may be included in future projects.

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. Landowner Coordination
18. Bidding Phase Services (addenda, bidder Q&A, bid tabulations, etc.)
19. Construction Phase Services, except for assistance with RFI's as noted above

### Attachment C Work Authorization #5 Professional Engineering Design Services for Roadway Reconstruction

| ID | Task Name                                 | Duration       | Start              | Finish             | Predecessors | Apr '19 | May '19 | Jun '19 | Jul '19 | Aug '19 | Sep '19 | Oct '19 |
|----|---|----------------|--------------------|--------------------|--------------|---------|---------|---------|---------|---------|---------|---------|
| 1  | Work Authorization Executed               | 0 days         | Tue 4/16/19        | Tue 4/16/19        |              | 31      | 1       | 2       | 3       | 4       | 5       | 6       |
| 2  | <b>Task 1: Project Management</b>         | <b>68 days</b> | <b>Tue 4/30/19</b> | <b>Sun 7/7/19</b>  |              | 4/16    | 4/30    | 6/28    |         |         |         |         |
| 3  | Kick-off Meeting                          | 0 days         | Tue 4/30/19        | Tue 4/30/19        | 8            |         |         |         |         |         |         |         |
| 4  | Milestone Review Meeting                  | 0 days         | Fri 6/28/19        | Fri 6/28/19        | 11           |         |         |         |         |         |         |         |
| 5  | Coordinate with County UC                 | 2 days         | Fri 7/5/19         | Sun 7/7/19         | 12           |         |         |         |         |         |         |         |
| 6  | <b>Task 2: Preliminary Engineering</b>    | <b>80 days</b> | <b>Tue 4/16/19</b> | <b>Fri 7/5/19</b>  |              |         |         |         |         |         |         |         |
| 7  | Collect relevant data                     | 1 wk           | Tue 4/16/19        | Tue 4/23/19        | 1            |         |         |         |         |         |         |         |
| 8  | Field reconnaissance                      | 1 wk           | Tue 4/23/19        | Tue 4/30/19        | 7            |         |         |         |         |         |         |         |
| 9  | Import & review survey data               | 2 days         | Wed 5/1/19         | Fri 5/3/19         |              |         |         |         |         |         |         |         |
| 10 | Roadway Design                            | 4 wks          | Fri 5/3/19         | Fri 5/31/19        | 9            |         |         |         |         |         |         |         |
| 11 | Hydrologic and Hydraulic Design           | 4 wks          | Fri 5/31/19        | Fri 6/28/19        | 10           |         |         |         |         |         |         |         |
| 12 | Present to County and Revise as Necessary | 1 wk           | Fri 6/28/19        | Fri 7/5/19         | 11           |         |         |         |         |         |         |         |
| 13 | <b>Task 3: PS&amp;E Preparation</b>       | <b>42 days</b> | <b>Fri 7/5/19</b>  | <b>Fri 8/16/19</b> |              |         |         |         |         |         |         |         |
| 14 | Final design kick-off                     | 0 days         | Fri 7/5/19         | Fri 7/5/19         | 12           |         |         |         |         |         |         |         |
| 15 | Prepare Construction Plans                | 5 wks          | Fri 7/5/19         | Fri 8/9/19         | 14           |         |         |         |         |         |         |         |
| 16 | Prepare Quantity Take-offs                | 2 wks          | Fri 7/5/19         | Fri 7/19/19        | 14           |         |         |         |         |         |         |         |
| 17 | Prepare Cost Estimate                     | 1 wk           | Fri 7/5/19         | Fri 7/12/19        | 14           |         |         |         |         |         |         |         |
| 18 | Submit 50% PS&E                           | 0 days         | Fri 7/19/19        | Fri 7/19/19        | 16           |         |         |         |         |         |         |         |
| 19 | Submit 100% PS&E                          | 1 wk           | Fri 8/9/19         | Fri 8/16/19        | 15           |         |         |         |         |         |         |         |
| 20 | <b>Task 4: PS&amp;E Preparation</b>       | <b>42 days</b> | <b>Fri 8/16/19</b> | <b>Fri 9/27/19</b> |              |         |         |         |         |         |         |         |
| 21 | Review and Process RFI's                  | 6 wks          | Fri 8/16/19        | Fri 9/27/19        | 19           |         |         |         |         |         |         |         |

# Attachment D

4/18/2019

## Work Authorization #5

Professional Engineering Design Services for Roadway Reconstruction and Drainage Improvements

### Estimated Fee Schedule

| Task and Description                       | Senior<br>Engineer | Engineer<br>(PE) | Engineer<br>In Training | CADD<br>Technician | Clerical     | Total<br>Estimate |
|--|--------------------|------------------|-------------------------|--------------------|--------------|-------------------|
| Hourly Rate: \$                            | 195                | 161              | 133                     | 100                | 72           |                   |
| <b>TASK 1: PROJECT MANAGEMENT</b>          |                    |                  |                         |                    |              |                   |
| 1 Project Kick-off Meeting                 |                    | 6                | 4                       |                    |              | \$1,498           |
| 2 Milestone Review Meetings (2 max)        |                    | 12               | 8                       |                    |              | \$2,996           |
| 3 Update Project Schedule Monthly          |                    | 8                |                         |                    |              | \$1,288           |
| <b>Subtotal Hours:</b>                     | <b>0</b>           | <b>26</b>        | <b>12</b>               | <b>0</b>           | <b>0</b>     | <b>38</b>         |
| <b>Subtotal Fees:</b>                      | <b>\$0</b>         | <b>\$4,186</b>   | <b>\$1,596</b>          | <b>\$0</b>         | <b>\$0</b>   | <b>\$5,782</b>    |
| <b>TASK 2: PRELIMINARY ENGINEERING</b>     |                    |                  |                         |                    |              |                   |
| 1 Collect available data                   |                    | 2                | 4                       |                    | 2            | \$998             |
| 2 Field reconnaissance & documentation     |                    | 4                | 8                       |                    |              | \$1,708           |
| 3 Process field surveying data             |                    | 2                | 10                      | 8                  |              | \$2,452           |
| 4 Roadway Design                           |                    |                  |                         |                    |              |                   |
| a. Horizontal alignment determination      |                    | 2                | 4                       | 16                 |              | \$3,162           |
| b. Vertical alignment design               |                    | 2                | 8                       | 24                 |              | \$4,870           |
| c. Driveway design                         |                    |                  | 4                       | 16                 |              | \$2,772           |
| d. Typical section design                  |                    |                  | 8                       | 16                 |              | \$3,416           |
| e. Traffic Control Design                  | 4                  |                  | 12                      | 24                 |              | \$5,904           |
| f. Proposed Corridor Modelling             |                    | 4                | 4                       | 40                 |              | \$5,964           |
| 5 Hydrologic and Hydraulic Design          |                    |                  |                         |                    |              |                   |
| a. Existing Hydrologic Study               |                    | 8                | 12                      |                    |              | \$2,884           |
| b. Existing Cross Culvert Hydraulic Study  |                    | 12               | 16                      |                    |              | \$4,060           |
| c. Roadway Channel Design                  |                    | 8                | 32                      |                    |              | \$5,544           |
| d. Driveway Culvert Design                 |                    | 12               | 48                      |                    |              | \$8,316           |
| e. Cross Culvert Design                    |                    | 8                | 24                      |                    |              | \$4,480           |
| f. Proposed Hydrologic Study               | 4                  | 8                | 12                      |                    |              | \$3,664           |
| 6 Present to County and revise             |                    | 8                | 32                      |                    |              | \$5,544           |
| 7 Coordinate with County's UC consultant   |                    | 4                | 8                       |                    |              | \$1,708           |
| <b>Subtotal Hours:</b>                     | <b>12</b>          | <b>116</b>       | <b>342</b>              | <b>8</b>           | <b>2</b>     | <b>480</b>        |
| <b>Subtotal Fees:</b>                      | <b>\$2,340</b>     | <b>\$18,676</b>  | <b>\$45,486</b>         | <b>\$800</b>       | <b>\$144</b> | <b>\$67,446</b>   |
| <b>TASK 3: PS&amp;E Preparation</b>        |                    |                  |                         |                    |              |                   |
| 1 General Sheets                           |                    | 16               | 8                       |                    |              | \$3,640           |
| 2 Traffic Control Sheets                   |                    | 8                | 16                      |                    |              | \$3,416           |
| 3 Roadway P&P Sheets                       | 4                  | 24               | 64                      |                    |              | \$13,156          |
| 4 Cross Section Sheets                     | 2                  | 4                | 60                      |                    |              | \$9,014           |
| 5 Existing Drainage Study Sheets           |                    | 8                | 16                      |                    |              | \$3,416           |
| 6 Proposed Drainage Study Sheets           |                    | 8                | 16                      |                    |              | \$3,416           |
| 7 Cross Culvert Sheets                     | 4                  | 8                | 24                      |                    |              | \$5,260           |
| 8 Driveway Summary                         |                    | 4                | 16                      |                    |              | \$2,772           |
| 9 Erosion Control Sheets                   | 1                  | 4                | 8                       |                    |              | \$1,903           |
| 10 Prepare Quantity Take-offs              |                    | 8                | 16                      |                    |              | \$3,416           |
| 11 Prepare Probable Cost Estimate          |                    | 6                | 8                       |                    |              | \$2,030           |
| 12 Prepare Project Construction Manuals    | 1                  | 8                | 16                      |                    | 5            | \$3,971           |
| 13 Submit 50% & 100% PS&E                  | 4                  | 8                | 40                      |                    |              | \$7,388           |
| <b>Subtotal Hours:</b>                     | <b>16</b>          | <b>114</b>       | <b>308</b>              | <b>0</b>           | <b>5</b>     | <b>443</b>        |
| <b>Subtotal Fees:</b>                      | <b>\$3,120</b>     | <b>\$18,354</b>  | <b>\$40,964</b>         | <b>\$0</b>         | <b>\$360</b> | <b>\$62,798</b>   |
| <b>TASK 4: CONSTRUCTION PHASE SERVICES</b> |                    |                  |                         |                    |              |                   |
| 1 Review and process RFIs (4x)             |                    | 24               | 8                       |                    |              | \$4,928           |
| <b>Subtotal Hours:</b>                     | <b>0</b>           | <b>24</b>        | <b>8</b>                | <b>0</b>           | <b>0</b>     | <b>32</b>         |
| <b>Subtotal Fees:</b>                      | <b>\$0</b>         | <b>\$3,864</b>   | <b>\$1,064</b>          | <b>\$0</b>         | <b>\$0</b>   | <b>\$4,928</b>    |
| <b>TOTAL HOURS:</b>                        | <b>28</b>          | <b>280</b>       | <b>670</b>              | <b>8</b>           | <b>7</b>     | <b>993</b>        |
| <b>TOTAL FEES:</b>                         | <b>\$5,460</b>     | <b>\$45,080</b>  | <b>\$89,110</b>         | <b>\$800</b>       | <b>\$504</b> | <b>\$140,954</b>  |

**Commissioners Court - Regular Session**

**39.**

**Meeting Date:** 04/30/2019

Discuss consider and take appropriate action on approving a license agreement with Warr Swinbank LLC for Mesa Vista Ranch - Pct 2

**Submitted For:** Terron Evertson

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving a license agreement with Warr-Swinbank, LLC for Mesa Vista Ranch - Precinct 2.

**Background**

This license agreement is for the Mesa Vista Ranch subdivision located along CR 201. This agreement has been reviewed and approved by legal.

**Fiscal Impact**

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

**Attachments**

[license agreement - Mesa Vista Ranch](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Adam Boatright  
Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 12:05 PM  
Started On: 04/25/2019 11:34 AM

**WILLIAMSON COUNTY**  
**LICENSE AGREEMENT**

WILLIAMSON COUNTY, a political subdivision of the State of Texas ("County"), and WARR-SWINBANK, LLC, a LIMITED LIABILITY COMPNAY ("Licensee"), enter into this License Agreement ("Agreement") upon the terms and conditions set forth below.

I. **PURPOSE OF LICENSE AGREEMENT**

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage and irrigation (collectively referred to herein as the "Licensee's Improvements") in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of County's right-of-way shown and depicted in the attached **Exhibit "A"** (the "Licensed Property").

**The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.**

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II. **ANNUAL FEE**

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III. **COUNTY'S RIGHTS TO LICENSED PROPERTY**

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, without liability to County, any of the Licensee's Improvements thereof whenever such removal is deemed necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

#### IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a

previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

#### V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants shall be completed within fifteen (15) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof to the Licensee at the address set forth below. Licensee shall have fifteen (15) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the fifteen (15) period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within fifteen (15) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting

for the work to be completed.

#### VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following fifteen (15) days written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

#### VIII. TERMINATION

A. Termination by Licensee. This Agreement, or portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated at any time by resolution of the Williamson County Commissioners Court if such revocation and

termination is reasonably required by the public interest (as hereinafter set forth), after providing fifteen (15) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite fifteen (15) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made;  
or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

#### IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or

unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. Excepts as specifically otherwise set forth herein, all notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be sent to the receiving party at the address identified below and be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3<sup>rd</sup>) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands and requests hereunder shall be addressed:

**To Licensee At:**

**WARR-SWINBANK, LLC**  
**950 ECHO LN, STE 357**  
**HOUSTON, TX 77024**  
**E-mail: [kenny@gageandcadeconstruction.com](mailto:kenny@gageandcadeconstruction.com)**

**To County At:**

Williamson County Engineer  
Terron Evertson (or successor)  
3151 S. E. Inner Loop, Suite B  
Georgetown, Texas 78626  
E-mail: jengland@wilco.org

with copy to: Williamson County Judge  
Bill Gravell, Jr. (or successor)  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

or to such other addresses which either party may so designate by sending notice as aforesaid.

F. Day. Unless otherwise set forth herein, all references herein to a “day” shall mean a calendar day and not a business day.

G. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

H. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

I. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

J. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and

there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

**THE REMAINDER OF THIS PAGE IS BLANK**

TERMS AND CONDITIONS ACCEPTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date").

**WILLIAMSON COUNTY,**  
a political subdivision of the State of Texas

By: \_\_\_\_\_  
Bill Gravell Jr.,  
Williamson County Judge

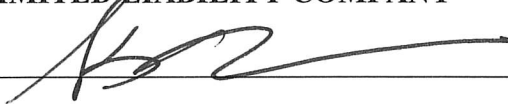
THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Bill Gravell Jr., as County Judge of **WILLIAMSON COUNTY**, a political subdivision of the state of Texas on behalf of said political subdivision.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**LICENSEE:**

**WARR-SWINBANK, LLC,  
a LIMITED LIABILITY COMPANY**

By: 

Printed Name: Kenneth H. Warr, Jr.

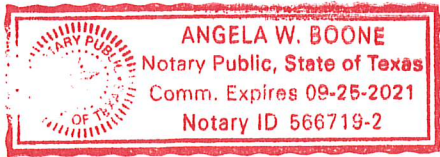
Title: PRESIDENT


**ATTEST:**

By: ANGELA BOONE  
Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this the 4TH day of  
APRIL, 2019, by KENNETH H. WARR, JR, PRESIDENT of  
WARR-SWINBANK, LLC, a LIMITED LIABILITY COMPANY



  
NOTARY PUBLIC, State of Texas

**EXHIBIT "A"**

**LICENSED PROPERTY**



**Commissioners Court - Regular Session**

**40.**

**Meeting Date:** 04/30/2019

CR 200 Antiquities Permit Application

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the CR 200 project, a Road Bond Project in Commissioners Pct. 2.

**Background**

The permit requests the approval of an intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions. No investigations will take place until a permit is received from the Texas Historical Commission.

**Fiscal Impact**

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

**Attachments**

[CR 200 Antiquities Permit Application](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 11:35 AM

Started On: 04/24/2019 04:28 PM

# ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

## GENERAL INFORMATION

### I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) County Road 200, from 400 Feet North of State Highway 29 to  
100 Feet South of County Road 201

County (ies) Williamson

USGS Quadrangle Name and Number Liberty Hill (3097-323)

UTM Coordinates                      Zone 14                      E 602044                      N 3395033

Location Liberty Hill

Federal Involvement     Yes     No

Name of Federal Agency \_\_\_\_\_

Agency Representative \_\_\_\_\_

### II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County

Representative Bill Gravell, Jr., County Judge

Address 710 S. Main Street, Suite 101

City/State/Zip Georgetown, TX 78626

Telephone (include area code) (512) 943-1550                      Email Address bgravell@wilco.org

### III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor \_\_\_\_\_

Representative \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone (include area code) \_\_\_\_\_                      Email Address \_\_\_\_\_

## PROJECT INFORMATION

### I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Damon Burden

Affiliation Blanton & Associates Inc

Address 5 Lakeway Centre Court, Suite 200

City/State/Zip Austin, TX 78734

Telephone (include area code) 512-264-1095                      Email Address [damon.burden@blantonassociates.com](mailto:damon.burden@blantonassociates.com)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork May 2019
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Attached

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Non-Collection Survey
Permanent Curatorial Facility CAR UTSA (Paperwork only)

IV. LAND OWNER'S CERTIFICATION

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

V. SPONSOR'S CERTIFICATION

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

VI. INVESTIGATOR'S CERTIFICATION

I, Damon Burden, Blanton & Associates, as Principal Investigator employed by Blanton & Associates (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit. Signature Date 04/24/2019

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

FOR OFFICIAL USE ONLY

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

**SCOPE OF WORK**  
**INTENSIVE ARCHEOLOGICAL SURVEY OF COUNTY ROAD 200,**  
**FROM 400 FEET NORTH OF STATE HIGHWAY 29**  
**TO 100 FEET SOUTH OF COUNTY ROAD 201,**  
**WILLIAMSON COUNTY, TEXAS**

**PROJECT DESCRIPTION**

Williamson County is proposing to make improvements to County Road (CR) 200 between approximately 400 feet north of State Highway (SH) 29 to approximately 100 feet south of CR 201 by widening the existing roadway to add shoulders and a center turn lane, providing drainage improvements, and providing at-grade crossing improvements to the Capital Metropolitan Transit Authority (CMTA) railroad crossing at the southern end of the project (**Figures 1 and 2 in Appendix A**). The project drainage improvements consist of two new culvert installations. The project is approximately 0.95 mile in length and encompasses approximately 13.45 acres, including the acquisition of approximately 4.49 acres of proposed new right-of-way (ROW). The proposed roadway would accommodate two 12-foot travel lanes in each direction with a 14-foot center turn lane, and 10-foot shoulders and would be constructed within a ROW width that would vary from 110 feet to 130 feet.

Williamson County will completely fund the proposed improvements, which will not require any residential or commercial displacements. No federal funds, permits, or approvals are required. Because the project involves land owned or controlled by Williamson County (a subdivision of the state), the project is subject to the provisions of the Antiquities Code of Texas.

Based on the above data, the horizontal area of potential effects (APE) for archeological resources for the proposed project is 5,016 feet in length, varies from 110 to 130 feet in width, and encompasses 13.45 acres (8.96 acres of existing ROW and 4.49 acres of new ROW). Based on 90 percent plans, it is estimated that vertical impacts will extend 2 to 3 feet below the ground surface for roadway construction, and up to 10 feet below grade for culverts and storm drains. **Appendix B** contains the project schematic.

**BACKGROUND INFORMATION**

Blanton & Associates, Inc. (B&A) conducted a background review of data extracted from topographic, physiographic, geology, and soil maps and Google Earth satellite imagery. In addition, the Texas Historical Commission's (THC's) restricted-access Online Archeological Sites Atlas (Atlas) was consulted on March 28, 2019 to identify any previous archeological investigations, documented archeological sites, National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHMs), Recorded Texas Historic Landmarks (RTHLs), and cemeteries within 1 kilometer (km) (0.6 mile) of the project APE. Historic topographic quadrangle maps were also reviewed to check for historic structures that may or may not be extant within the 1-km study area (U.S. Geological Survey 1893, 1927, 1949, 1954, and 1962). The results of this comprehensive review are presented below.

### *Topography*

Surface topography in the APE is characterized by undulating to gently sloping upland terrain, with elevations that range from 1,055 to 1,108 feet above mean sea level. The highest terrain is at the north end of the APE, where the roadway crosses a dissected, northwest to southeast-aligned ridgetop. Surfaces south of the ridgeline slope south and southwest toward the South San Gabriel River, which is approximately 1 mile to the southwest of the APE. The upper reaches of two southwest-draining, wet-weather tributaries of the South San Gabriel River pass through the south half of the APE.

### *Geomorphology and Geology*

The APE is in the eastern portion of the Edwards Plateau physiographic province, along the leading edge of the Limestone Cut Plain subregion of the Cross Timbers and Prairies ecological region. The stair-stepped surface topography that grossly characterizes the cut plain consists of mesas separated by broad valleys, with flatter topography and lower drainage gradients than is typical of the dissected canyonlands to the south and west. Subsurface geology is typified by Lower Cretaceous formations such as the Glen Rose Formation and the undivided Walnut Formation. Both geologic deposits are mapped across the APE. The Glen Rose Formation mapped across the south half of the APE is characterized by alternating resistant and recessive beds of limestone, dolomite, and marl. The slightly younger Walnut Formation mapped across the north half of the APE is characterized by calcareous clay, thickly-bedded chalky to marly limestone, and thinly-bedded shales (Bureau of Economic Geology 1981, 1996; Griffith et al. 2004; McMahan et al. 1984). These ancient deposits have no potential to contain buried archeological deposits.

### *Soils*

Soil series mapped within the project APE include Eckrant cobbly clay with 1 to 8 percent slopes, Doss silty clay with 1 to 5 percent slopes, Fairlie clay with 1 to 2 percent slopes, and Denton silty clay with 3 to 5 percent slopes. These upland soils are found on the summits, shoulders, and side slopes of ridges and on hill slopes. The Eckrant and Doss soil units are very shallow to shallow, nearly level to very steep, moderately slow to slowly permeable soils over indurated or weakly cemented limestone bedrock. Eckrant and Doss series soils form in residuum derived from marl or limestone substrate. Typical profiles consist of 30 to 48 centimeters (cm) of clays or silty clays over limestone or marlaceous limestone interbedded with silty clay. Fairlie and Denton soils are deep, nearly level to gently sloping, very slowly to slowly permeable soils that form in residuum derived from underlying chalk or weathered limestone bedrock. Typical profiles consist of 105 to 130 cm of silty clays and clay or silty clays, silt loam, and marly sediments over bedrock. Both soil series are subject to shrinking and cracking during dry periods, and cracks may extend more than 50 cm below the ground surface (Soil Web Earth 2019). The formational characteristics of the Eckrant, Doss, Fairlie, and Denton soil series mapped within the project APE, and the ages of the underlying geologic deposits from which they are derived, indicate the mapped soils have little to no potential to contain buried archeological deposits.

### *Austin Hybrid Potential Archeological Liability Map (HPALM) Recommendations*

According to the Austin HPALM data, the following predictive scores for prehistoric site integrity occur within the APE (**Figure 3** in **Appendix A**):

1-low potential

5-moderate potential

According to the HPALM, the APE's highest potential for prehistoric archeological deposits – characterized as 5-moderate potential – is in an approximately 100-meter-wide swath across the central portion of the APE. This area corresponds with a mapped unit of Doss silty clay. The remainder of the APE is considered to have a low potential for prehistoric archeological deposits.

### *Discussion of Previous Work and Sites*

The Atlas review revealed no previous archeological investigations, documented archeological sites, or cemeteries in or within 1 kilometer of the APE. However, an OTHM for the First Baptist Church of Liberty Hill is along SH 29, about 0.7 km west of the APE, and a small NRHP District surrounds an NRHP-listed structure – the mid- to late-nineteenth century Bryson Stagecoach Stop – on SH 29 about 0.9 to 1.0 km west of the APE (**Figures 4** and **5** in **Appendix A**). The stage stop was listed in the NRHP in 1978.

Review of available historic maps indicates the Austin and Northwestern Railroad (later the Southern Pacific Railroad) passed through or close to the APE (U.S. Geological Survey 1893, 1927, 1949, 1954). In all likelihood, the modern CMTA railroad alignment probably overlaps the late nineteenth-to-twentieth-century railroad alignment, and any indications of historic rail lines and associated features were probably removed/destroyed by subsequent construction and maintenance.

The 1962 Liberty Hill, Texas 7.5-minute Quadrangle depicts several residences with associated outbuildings and other types of structures along the APE. The map depicts a Church of Christ adjacent to existing ROW at the south end of the APE but review of Google Earth satellite imagery indicates the building is no longer extant. Overlay of the 1962 quadrangle map on Google Earth satellite imagery indicates none of the structures depicted on that map were within the current APE, and according to the project description, any historic-age buildings that might remain along the specified segment of CR 200 will not be impacted by the proposed project.

### *Description of Previous Disturbances*

The once rural APE is in the rapidly developing margin of the City of Liberty Hill and will include the existing operational ROW for CR 200 and new ROW consisting of segments of existing public utility easements (PUEs) to its west and segments of privately-owned land to its east. The APE crosses the CMTA railroad ROW. Commercial properties are common along the south end of the APE; the remainder of the project is flanked by the city park and both large parcel residential properties and denser, suburban-style residential development. The APE was previously disturbed by road and railroad construction, the installation of culverts and excavation of roadside drainage ditches, fence installation, and the installation

of overhead and subsurface utilities, both in the existing ROW and in PUEs to be acquired as new ROW. However, the presence of two ephemeral drainages separated by a broad, nearly level interfluvium in the south half of the APE suggests there is some potential for surface and near surface archeological deposits in that part of the APE, particularly in the overlapping segment of new, less-disturbed ROW east of CR 200.

## **RESEARCH DESIGN**

B&A proposes to conduct an intensive archeological survey of the APE to identify archeological sites. This investigation will consist of pedestrian survey coupled with strategic shovel testing. Survey will include careful visible inspection of sparsely vegetated surfaces along the ephemeral drainages, ditch cuts, utility corridors, fence lines, and elsewhere. Investigation of existing ROW will be judgmental due to extensive previous disturbance. New ROW segments will be surveyed in single transects since the widest of these segments is only 20 m across. Judgmental shovel testing will be primarily (if not completely) relegated to new ROW segments. All 30-cm diameter shovel tests will be excavated in arbitrary 20-cm levels when sediments allow. Tests will be excavated to culturally sterile sediments or to 1 m in depth, whichever occurs first. All excavated soil will be screened through 0.25-inch (0.63-cm) hardware cloth or carefully sorted through with a trowel when too difficult to screen efficiently. All excavated sediment will be carefully inspected for archeological materials.

Survey will be conducted within public ROW and PUEs, and in still privately-owned segments of proposed new ROW where right of entry (ROE) has been granted at the time of survey. If ROE is not granted at the time of survey, investigators will attempt to assess the APE from the public ROW and will make recommendations regarding further survey, if necessary. All field investigations will be carried out prior to the proposed construction in order to identify any potential SALs within the APE that may be affected by the project. All survey methods will comply with applicable standards outlined and defined in 13 Texas Administrative Code (TAC) 26.15(6) and policies of the THC, as well as guidelines of the Council of Texas Archeologists (CTA). Plausible justification for any deviation from these standards will be explicitly provided in the draft survey report.

Field observations will be recorded on appropriate B&A field forms and the locations of each shovel test will be plotted with a hand-held global positioning system (GPS) receiver. The survey area and examples of disturbances within it will be photo-documented. If archeological materials are discovered, systematic shovel tests within the APE may be excavated surrounding the initial find to delineate the horizontal and vertical extent of the site. The site will be recorded on a State of Texas Archeological Site Data Form, a site sketch map will be drafted, and photos of the site will be taken. This form will be submitted to the Texas Archeological Research Laboratory and a trinomial will be obtained. Each archeological site documented as a result of the survey will be evaluated according to published eligibility criteria for designation as an SAL.

Artifacts, if encountered, will not be collected during survey but will be sufficiently described and photographed in the field for further analysis. All survey records, including photographs, will be processed for curation at the Center for Archaeological Research (CAR) at The University of Texas at San Antonio

according to CAR's *Standards and Procedures for the Preparation of Archaeological Collections, Records, and Photographs* (n.d.).

Although not anticipated within the APE, if intentional human burials (historic or prehistoric) are encountered during the survey, the find will be secured, and B&A will notify local law enforcement and the Williamson County representative if the find is not clearly associated with a cemetery or otherwise marked burial or grave. In addition, the THC will be consulted to ensure work continues in accordance with provisions of the Texas Health and Safety Code Title 8 (c), Chapter 711, as amended, and associated regulations (13 TAC 22).

## **REPORTING REQUIREMENTS**

Following fieldwork, a report of findings will be generated in accordance with standards for reports relating to archeological permits (13 TAC 26.16), and guidelines of the CTA for cultural resources management reports. This report will include discussion of the results of the field investigations, a list of identified sites if any, NRHP/SAL eligibility recommendations for each site, and the criteria under which the sites were evaluated. The report will also include recommendations for further work or no further work with appropriate justifications. The report will also include the locations of each shovel test and recorded site location, and specify land ownership in the associated areas.

A copy of the draft report will be submitted to Williamson County and THC for review and comment. A shapefile of the project location will also be submitted to the THC. Upon concurrence with the draft report, one unbound copy of the final report will be submitted to the THC in partial fulfillment of permit requirements. The unbound copy of the final report will contain at least one map with the plotted location of any and all recorded sites. At least one archival-quality CD or DVD s will be provided to THC. The CD or DVD will contain two copies of a tagged PDF format of the report. A copy of the final report will accompany all survey records and photographs to CAR for curation.

## **REFERENCES CITED**

### Atlas

- 2019 Texas Online Restricted Access Archeological Sites Atlas. <https://atlas.thc.state.tx.us/Account/Login?Length=5>. Accessed March 2019. Texas Historical Commission, Austin, Texas.

### Bureau of Economic Geology

- 1981 *Geologic Atlas of Texas, Austin Sheet*. Bureau of Economic Geology, The University of Texas at Austin.
- 1996 Physiographic Map of Texas. Bureau of Economic Geology, University of Texas at Austin.

### Center for Archaeological Research (CAR)

- n.d. *Standards and Procedures for the Preparation of Archaeological Collections, Records, and Photographs*. University of Texas at San Antonio.

Griffith, G. E., Bryce, S. A., Omernik, J. M., Comstock, J. A., Rogers, A. C., Harrison, B., Hatch, S. L., and Bezanson, D.

2004 *Ecoregions of Texas* (color poster with map, descriptive text, and photographs). U.S. Geological Survey (map scale 1:2,500,000), Reston, Virginia.

McMahan, Craig A., Roy G. Frye, and Kirby L. Brown

1984 *The Vegetation Types of Texas including Cropland*. Map and accompanying illustrated synopsis. Wildlife Division, Texas Parks and Wildlife Department, Austin.

#### Soil Web Earth

2019 Soil Web Network Link on Google Earth, Streaming-KMZ interface to U.S. Department of Agriculture, National Cooperative Soil Survey, Soils Survey Geographic Database (SSURGO) and Natural Resources Conservation Service, State Soil Geographic Database (STATSGO) digital soil survey products. California Soil Resource Laboratory, University of California, Davis, in collaboration with U.S. Department of Agriculture, National Cooperative Soil Survey. Electronic document, <http://casoilresource.lawr.ucdavis.edu/soilweb-apps>, accessed March 2019.

#### U.S. Geological Survey

1893 Georgetown, Texas, 1:125,000 Quadrangle. U.S. Geological Survey, Washington, D. C.

1927 Georgetown, Texas, 1:125,000 Quadrangle. U.S. Geological Survey, Washington, D. C.

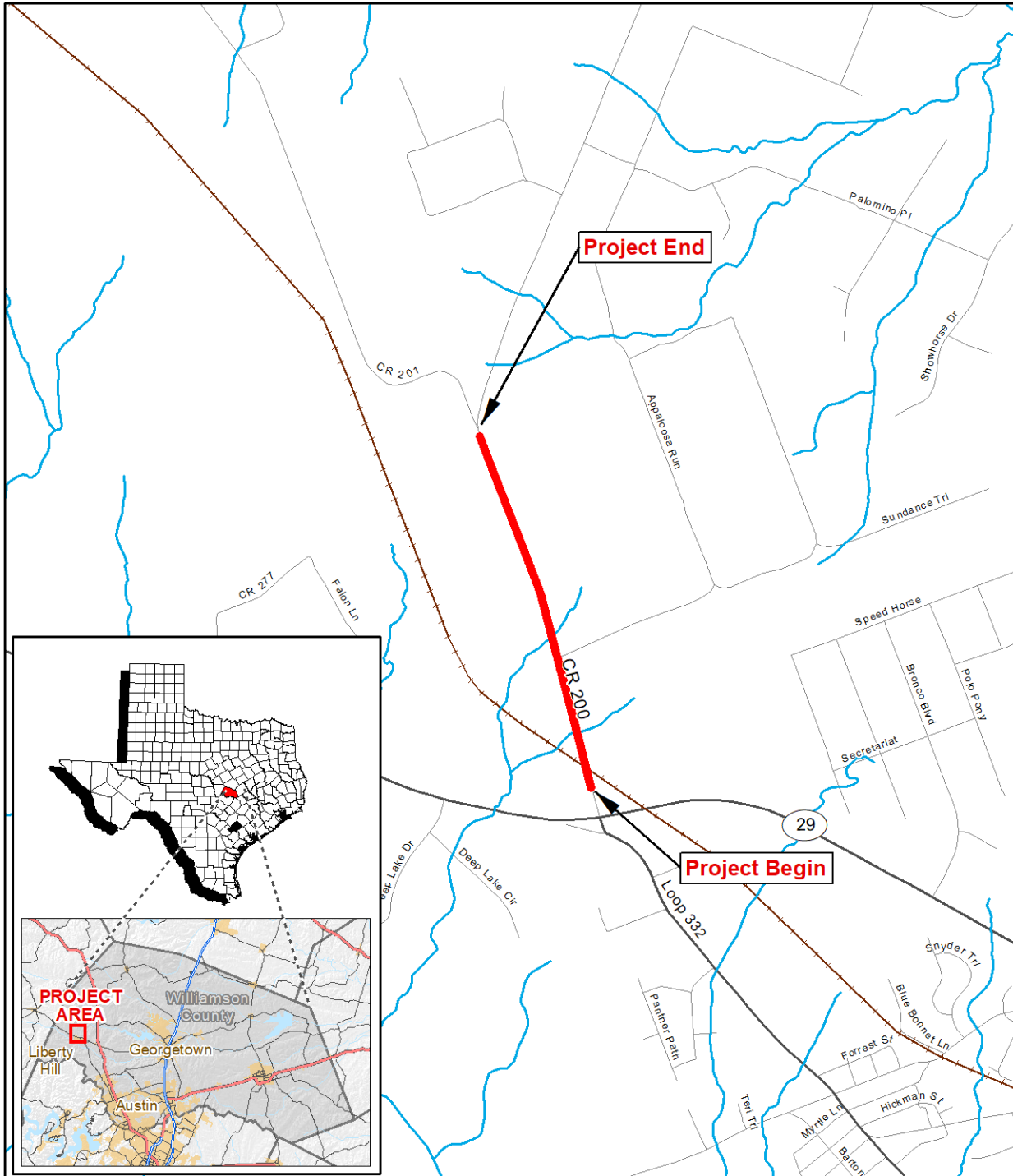
1949 Georgetown, Texas, 1:125,000 Quadrangle. U.S. Geological Survey, Washington, D. C.

1954 Austin, Texas, 1:250,000 Quadrangle. U.S. Geological Survey, Washington, D. C.

1962 Liberty Hill, Texas, 7.5-minute Quadrangle. U.S. Geological Survey, Washington, D. C.

# APPENDIX A

## Figures



Base Map: ESRI-USA Base Map,  
ESRI-U.S. and Canada Detailed Streets



1:24,000

Feet

0 2,000


 Project Location

Figure 1  
Project Location on County Base  
CR 200 from  
400-feet North of SH 29 to  
100-feet South of CR 201  
Williamson County, Texas

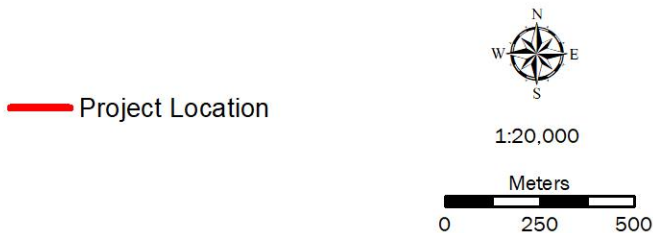
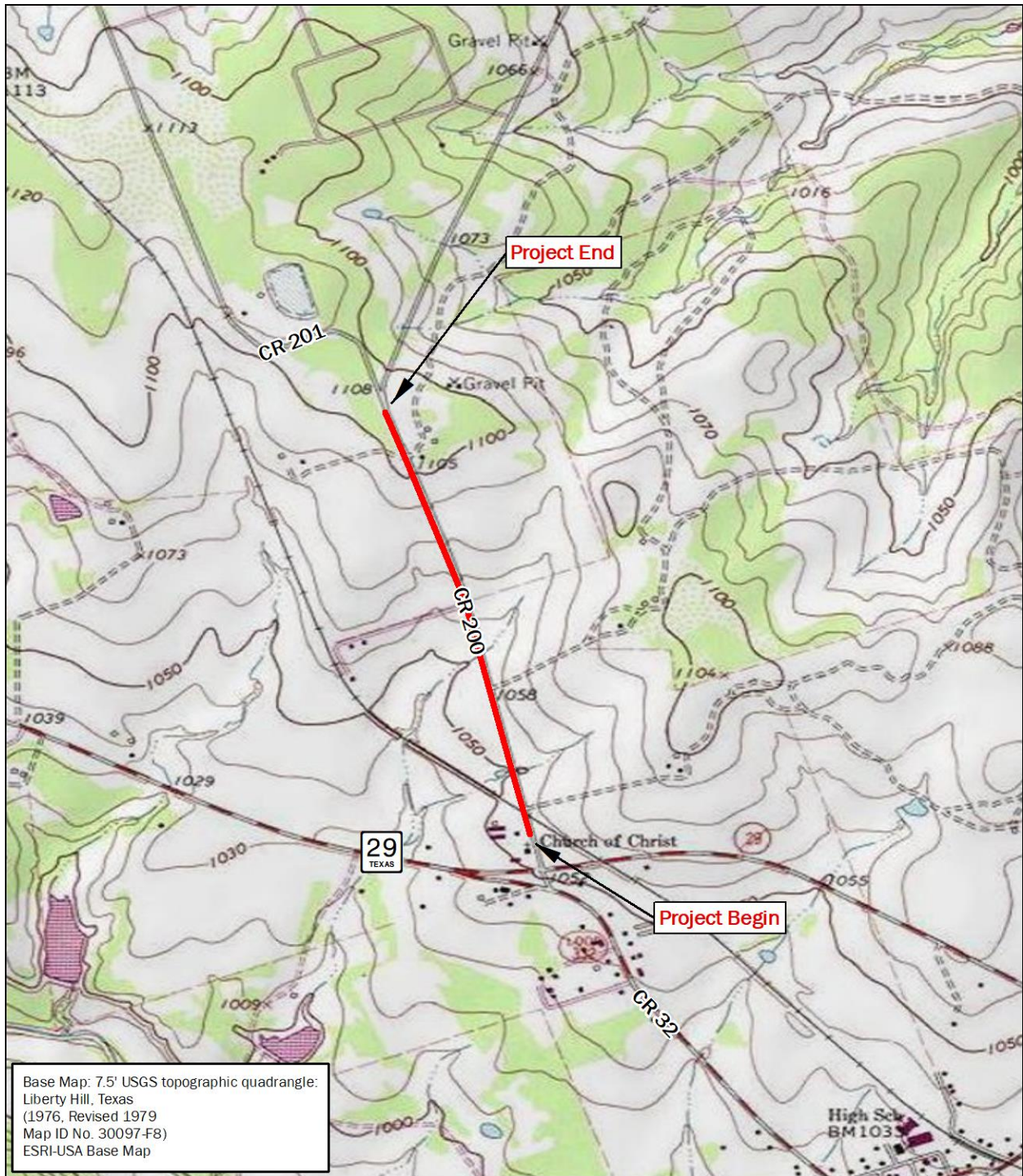


Figure 2  
 Project Location on Topographic Base  
 CR 200 from  
 400-feet North of SH 29 to  
 100-feet South of CR 201  
 Williamson County, Texas

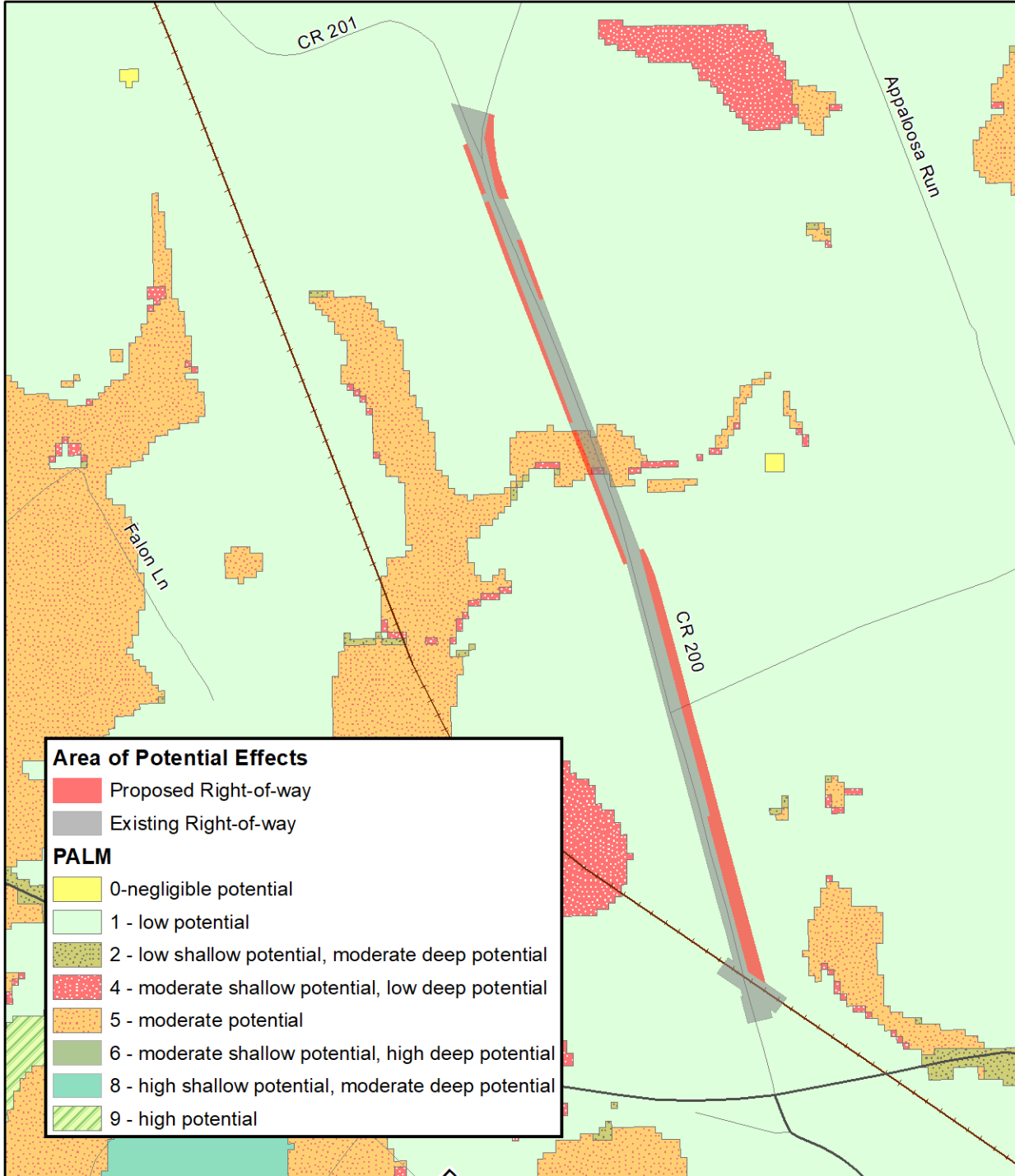
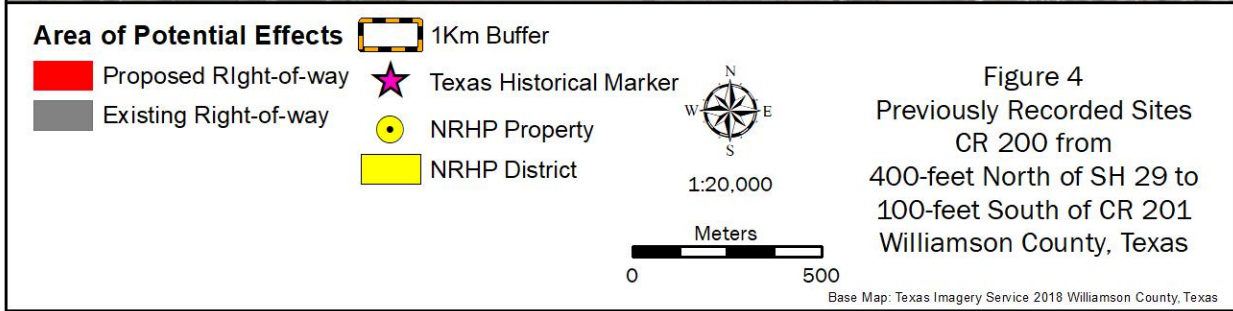
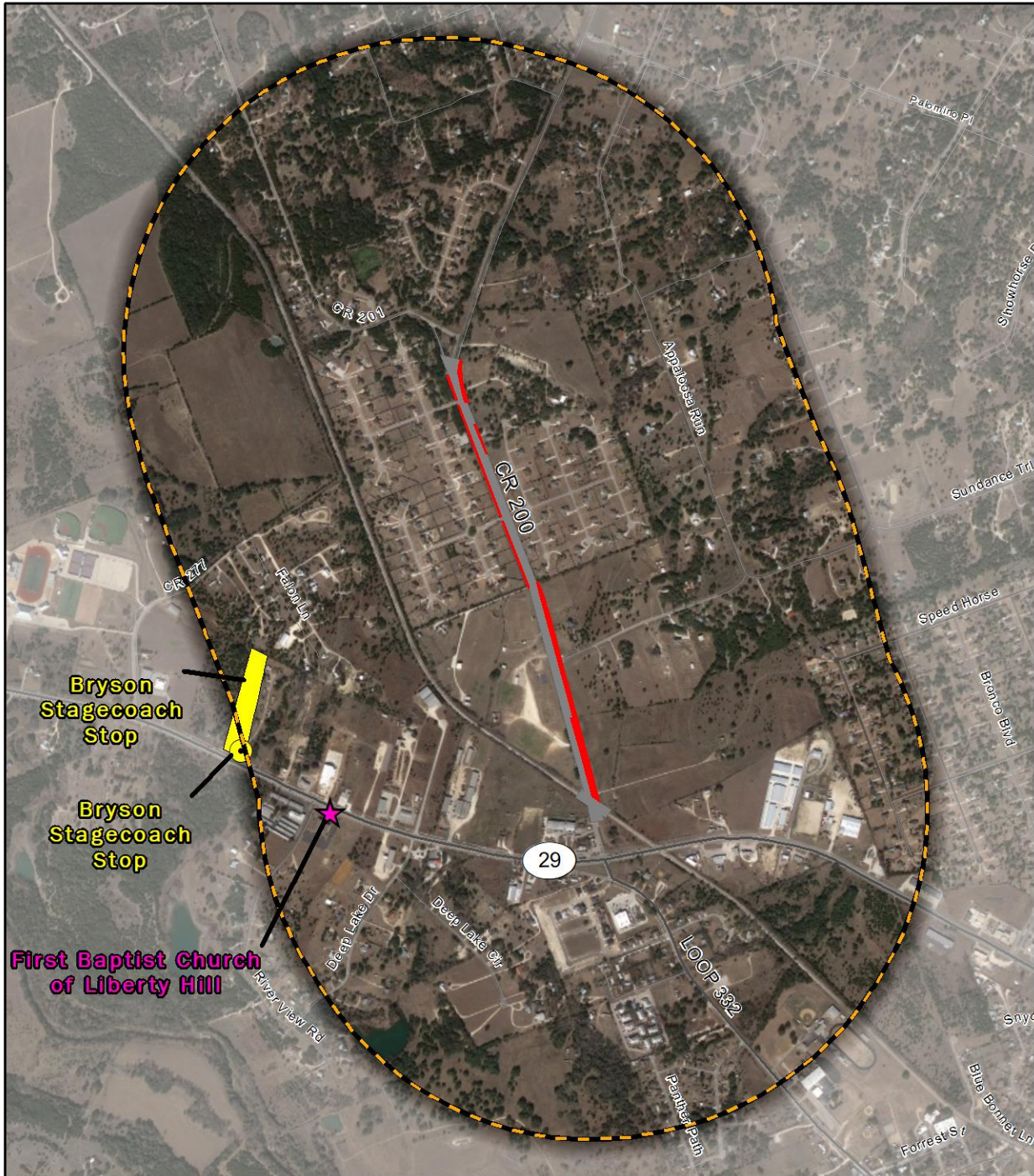
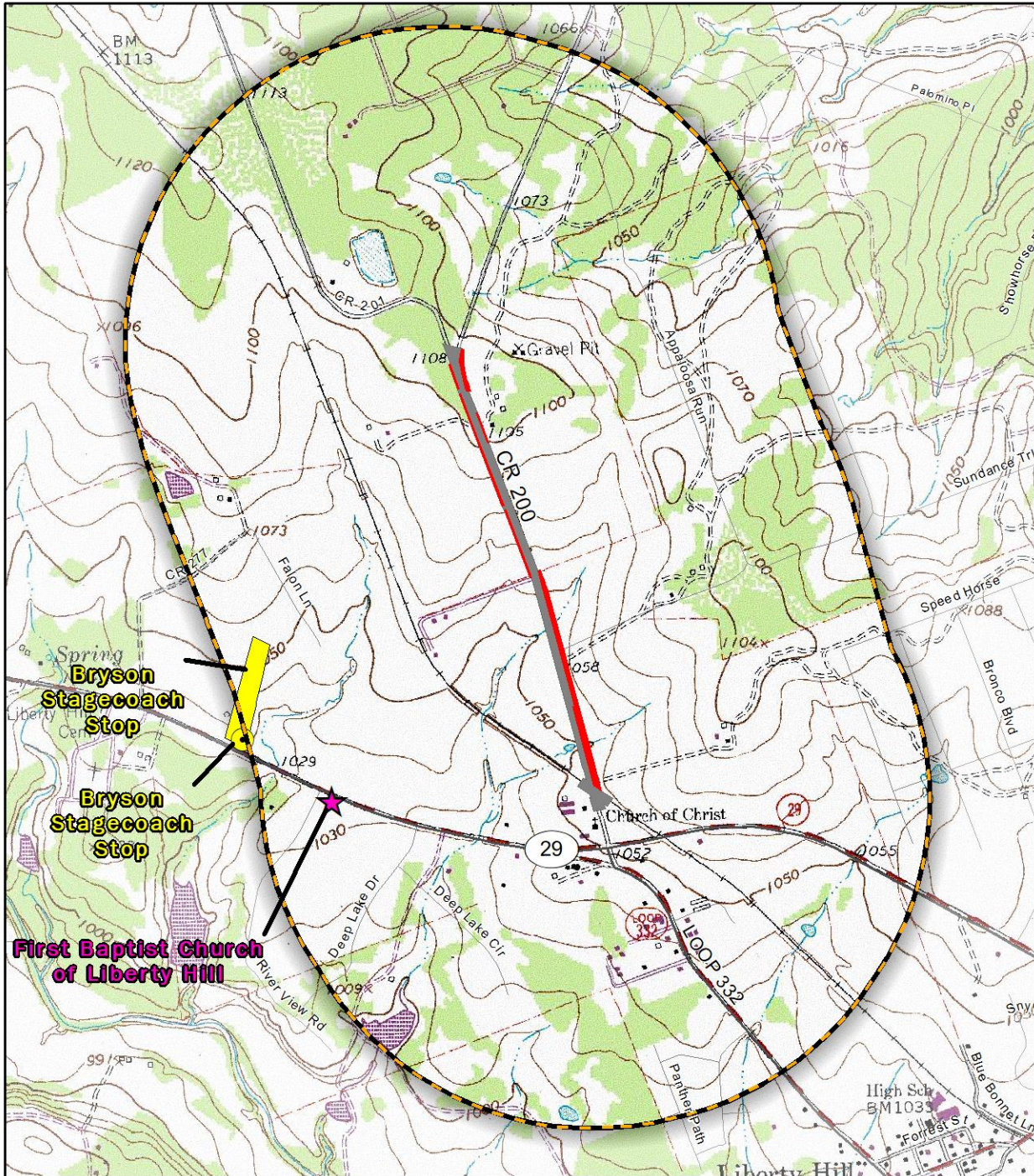








Figure 3  
 Potential Archeological Liability Map  
 CR 200 from  
 400-feet North of SH 29 to  
 100-feet South of CR 201  
 Williamson County, Texas





- Area of Potential Effects**  1Km Buffer
-  Proposed Right-of-way
-  Existing Right-of-way
-  Texas Historical Marker
-  NRHP Property
-  NRHP District

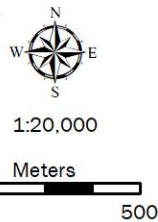


Figure 5  
 Previously Recorded Sites  
 CR 200 from  
 400-feet North of SH 29 to  
 100-feet South of CR 201  
 Williamson County, Texas

Base Map: USGS 7.5' Topographic Williamson County, Texas

# APPENDIX B

## Schematics

# WILLIAMSON COUNTY

ROADWAY - CR 200 CLASSIFICATION - RURAL COLLECTOR DESIGN SPEED - 45 MPH

## COUNTY ROAD 200 PRECINCT NUMBER 2

CR 200 ADT = 6,100 (2018) ADT = 12,400 (2038)

ROADWAY DHV (CURRENT) DHV (DESIGN YEAR)

ROADWAY DIRECTIONAL PERCENT TRUCKS (T)  
DISTRIBUTION (D)

NET LENGTH OF ROADWAY = 5001.86 FT (0.947 MILES)  
NET LENGTH OF BRIDGE = 0.00 FT (0.000 MILES)  
NET LENGTH OF PROJECT = 5001.86 FT (0.947 MILES)

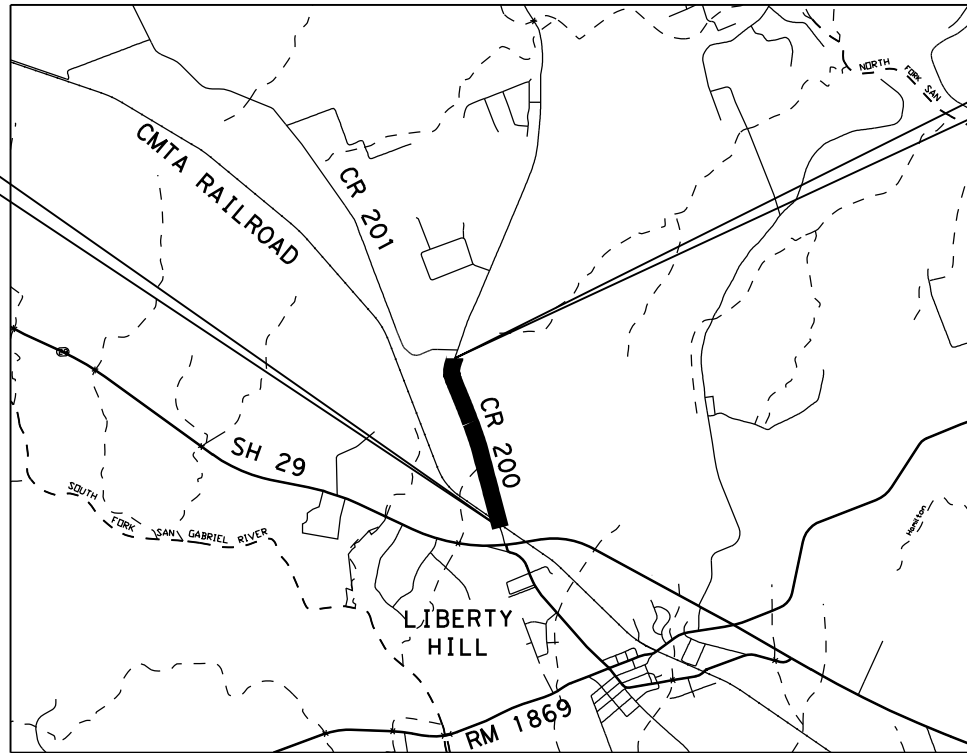
LIMITS: FROM APPROXIMATELY 400' NORTH OF SH 29 TO APPROXIMATELY 100' SOUTH OF CR 201

FOR THE RECONSTRUCTION OF THE EXISTING ROADWAY  
CONSISTING OF GRADING, DRAINAGE IMPROVEMENTS, FLEXIBLE BASE,  
MHACP, STRIPING AND PAVMENT MARKERS.

90%  
SUBMITTAL

BEGIN PROJECT  
STA. 104+32.50

END PROJECT  
STA. 154+34.36



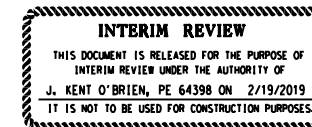
VICINITY MAP  
N. T. S.

EXCEPTIONS: NONE  
EQUATIONS: NONE  
RAILROAD CROSSINGS: CMTA R.R. AT STA 105+93.25 (200)  
WATERSHED: \_\_\_\_\_  
AREA OF DISTURBANCE: \_\_\_\_\_

PREPARED BY:  
O'BRIEN ENGINEERING SERVICES -  
FIRM # 14060 (DESIGN CONSULTANT)

J. KENT O'BRIEN  
P.E. 64398

DATE



APPROVED BY:  
WILLIAMSON COUNTY

\_\_\_\_\_  
BILL GRAVELL, JR. DATE  
WILLIAMSON COUNTY JUDGE

APPROVED BY:  
WILLIAMSON COUNTY

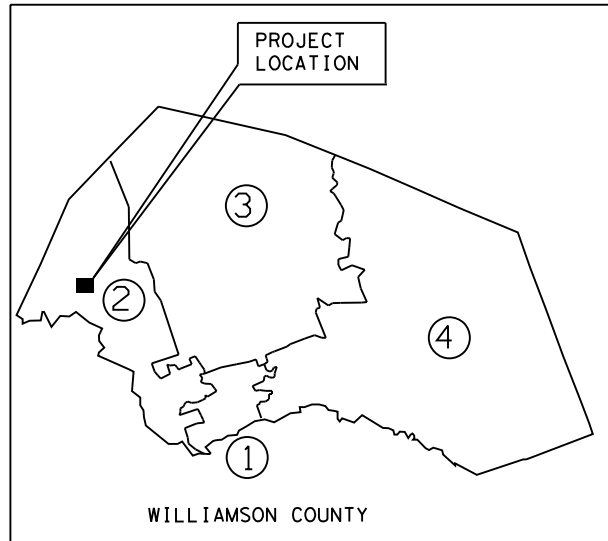
\_\_\_\_\_  
COMMISSIONER CYNTHIA LONG DATE  
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 2

APPROVED BY:  
HNTB CORPORATION

\_\_\_\_\_  
RICHARD L RIDINGS, PE DATE  
ROAD BOND MANAGEMENT TEAM

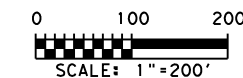
REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION NOT REQUIRED.

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."



TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.





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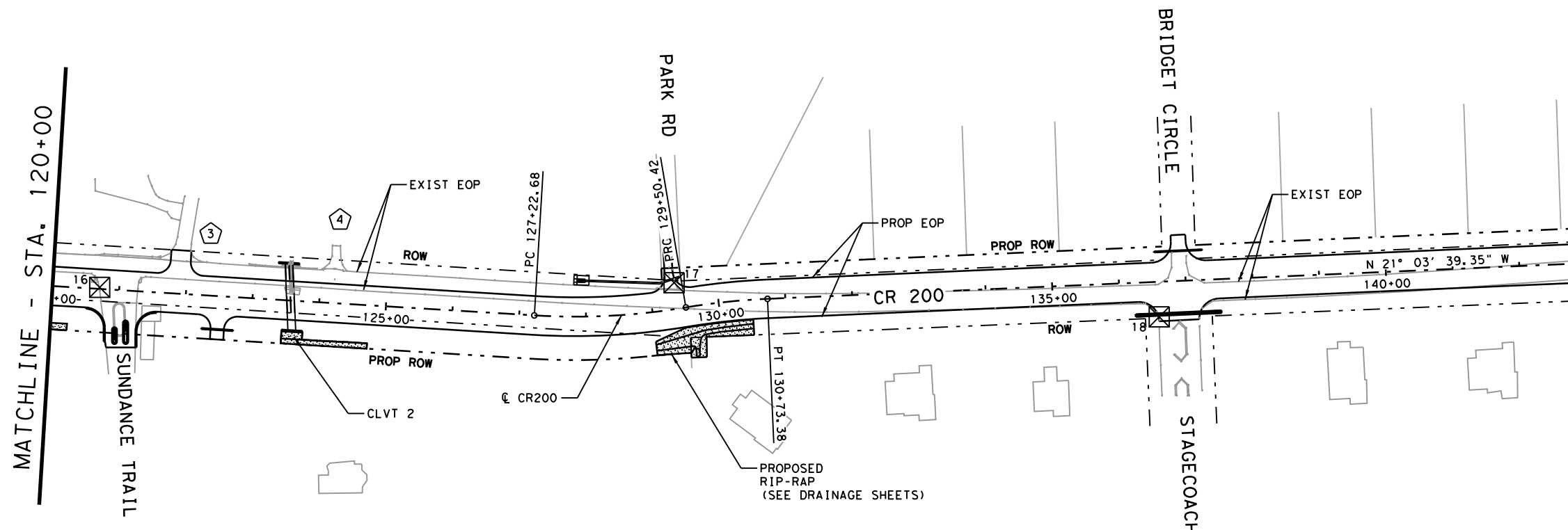
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- DIRECTION OF TRAFFIC
- CONTROL POINTS  
n=POINT NO.

**NOTES:**

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2. SEE DRIVEWAY DETAIL SHEET FOR DRIVEWAY DATA.
3. SEE DRAINAGE SHEETS FOR CULVERT AND SPECIAL DRAINAGE FEATURE DATA.

**INTERIM REVIEW**

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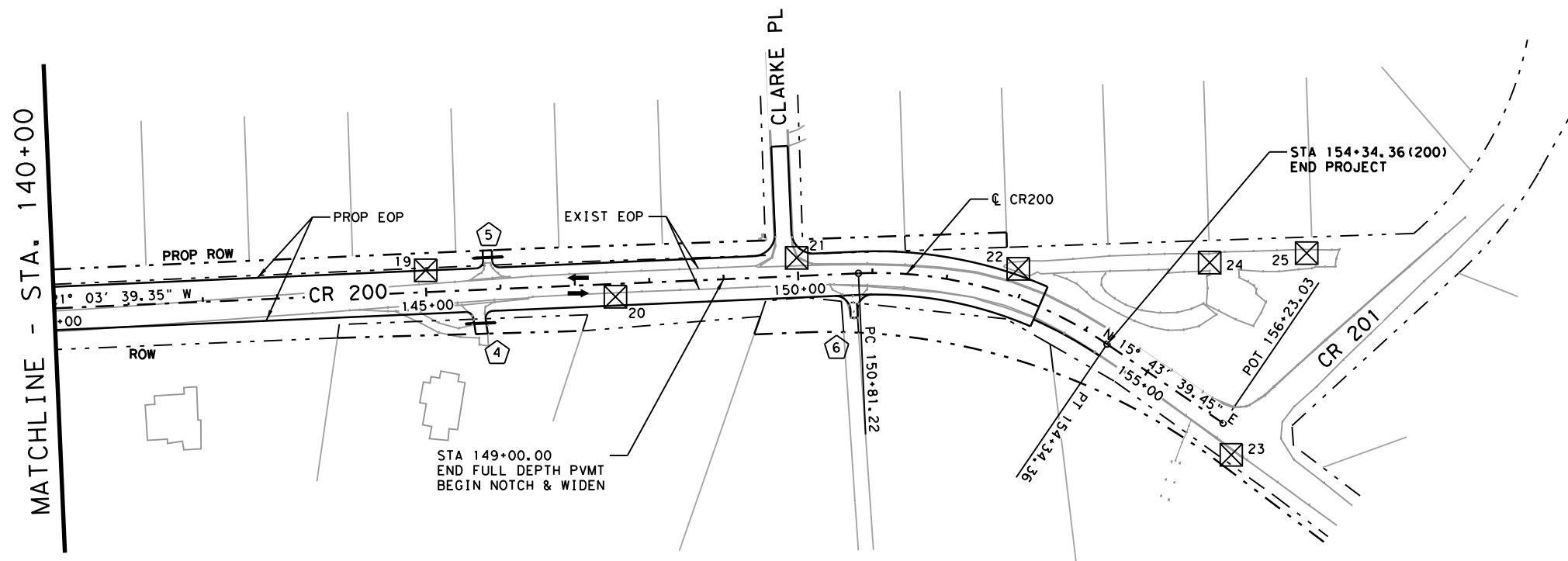
**WILLIAMSON COUNTY**  
1848  
WILLIAMSON COUNTY PRECINCT #2

**J/C JONES CARTER**  
Texas Board of Professional Engineers Registration No. F-439  
6330 West Loop South, Suite 150 • Bellaire, Texas 77401 • 713.777.5337

**wsb** WSB & ASSOCIATES, INC.  
FIRM # 16849

CR 200  
FROM CMTA R.R. TO CR 201  
PROJECT LAYOUT

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 2/19/2019  
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**LEGEND:**

- DRIVEWAY NUMBER
- DIRECTION OF TRAFFIC
- CONTROL POINTS  
n=POINT NO.

1. SEE DRIVEWAY DETAIL SHEET FOR DRIVEWAY DATA.
2. SEE DRAINAGE SHEETS FOR CULVERT AND SPECIAL DRAINAGE FEATURE DATA.

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HORIZONTAL AND VERTICAL CONTROL DATA

| POINT  | X              | Y               | ELEV.      | DESC. |
|--------|----------------|-----------------|------------|-------|
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| CTRL14 | 3,051,579.0600 | 10,219,870.1900 | 1,055.9900 | IRSC  |
| CTRL15 | 3,051,510.7700 | 10,220,298.3800 | 1,056.5900 | IRSC  |
| CTRL16 | 3,051,378.7500 | 10,220,804.2200 | 1,058.9700 | MAG   |
| CTRL17 | 3,051,098.4400 | 10,221,617.5100 | 1,064.9900 | IRSC  |
| CTRL18 | 3,050,915.5600 | 10,222,322.1000 | 1,082.7300 | MAG   |
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| CTRL22 | 3,050,281.3100 | 10,223,832.8800 | 1,107.8500 | SPIN  |
| CTRL23 | 3,050,427.0800 | 10,224,183.6100 | 1,097.9500 | IRSC  |
| CTRL24 | 3,050,191.4600 | 10,224,073.9000 | 1,106.0700 | MAG   |
| CTRL25 | 3,050,138.0500 | 10,224,193.3400 | 1,106.2500 | 60D   |
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ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD-83(93). ALL DISTANCES AND COORDINATES ARE ADJUSTED TO THE SURFACE BY THE PROJECT SURFACE ADJUSTMENT FACTOR OF 0.99985.



WILLIAMSON COUNTY  
PRECINCT #2



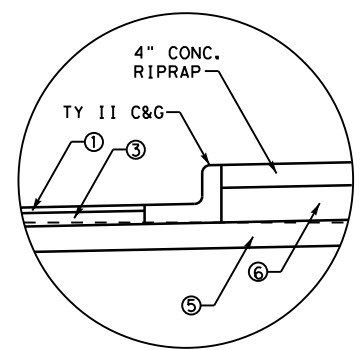
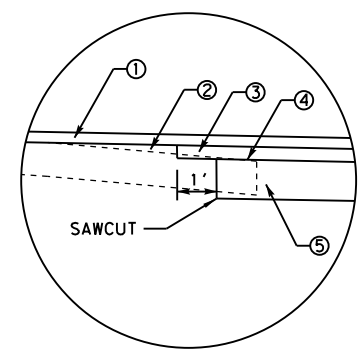
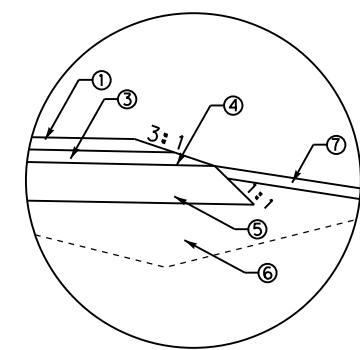
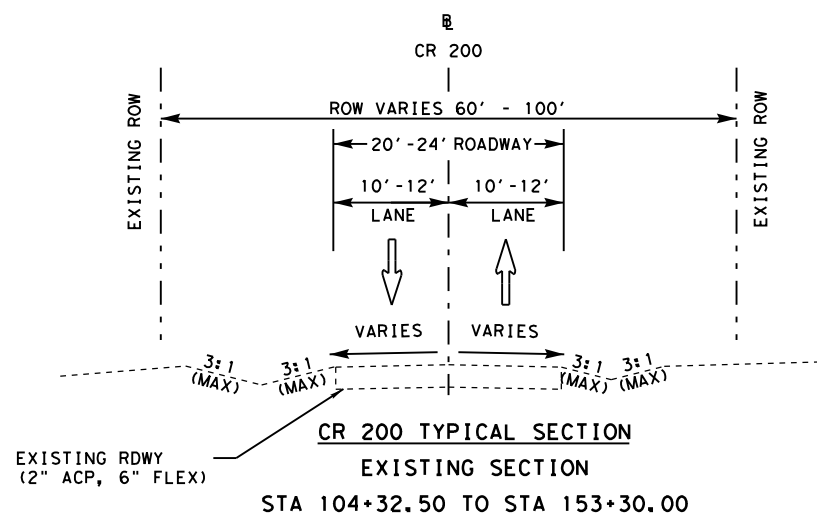
**JONES | CARTER**  
Texas Board of Professional Engineers Registration No. F-439  
6330 West Loop South, Suite 150 • Bellaire, Texas 77401 • 713.777.5337



WSB & ASSOCIATES, INC.  
FIRM # 16849

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FROM CMTA R.R. TO CR 201

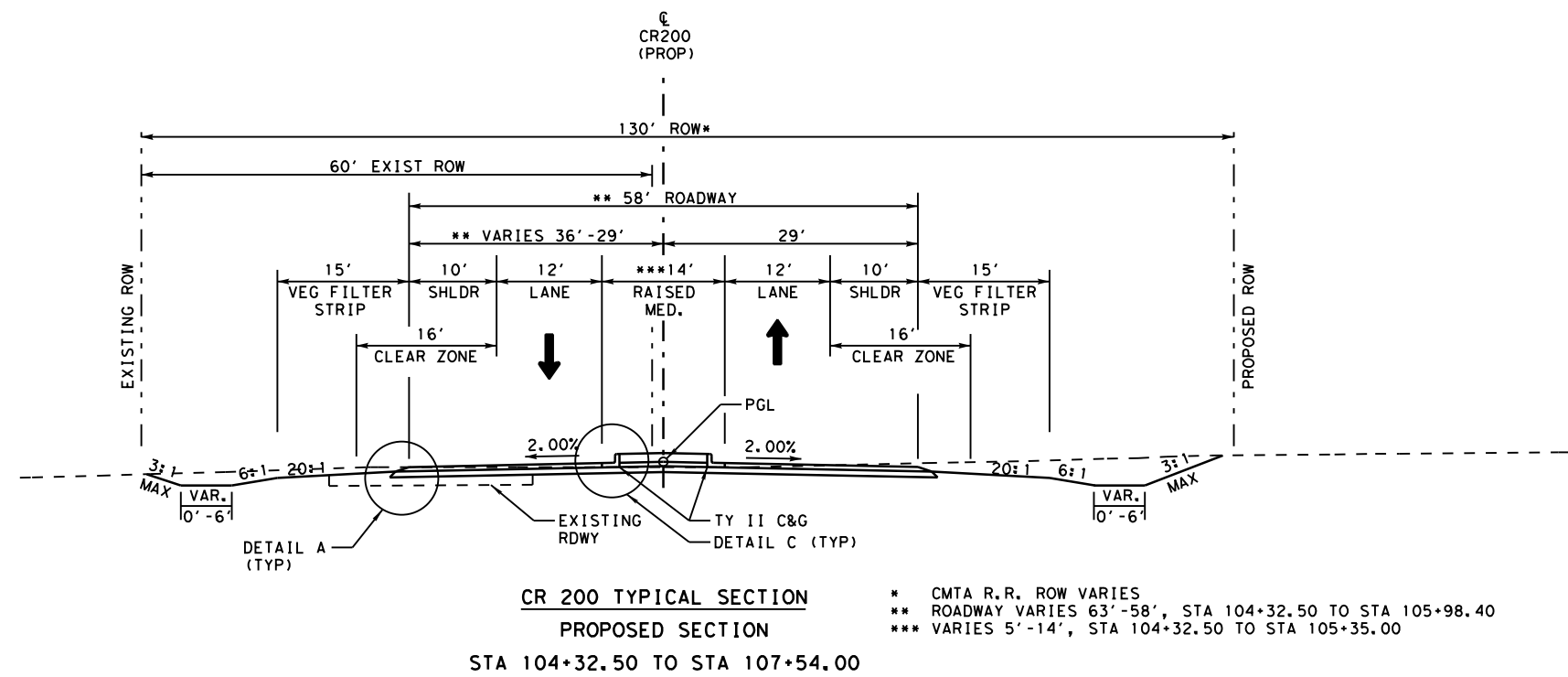
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- ② HMA CP (TY C) (LEVEL-UP)
- ③ 4" HMA CP (TY B)
- ④ PRIME COAT / SEAL COAT
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- ⑥ TY "C" EMBANKMENT
- ⑦ TOPSOIL

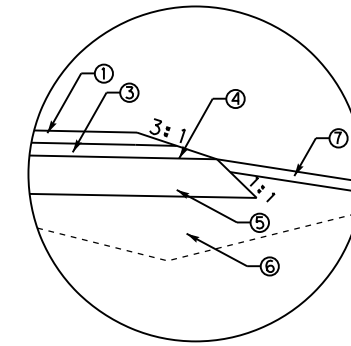
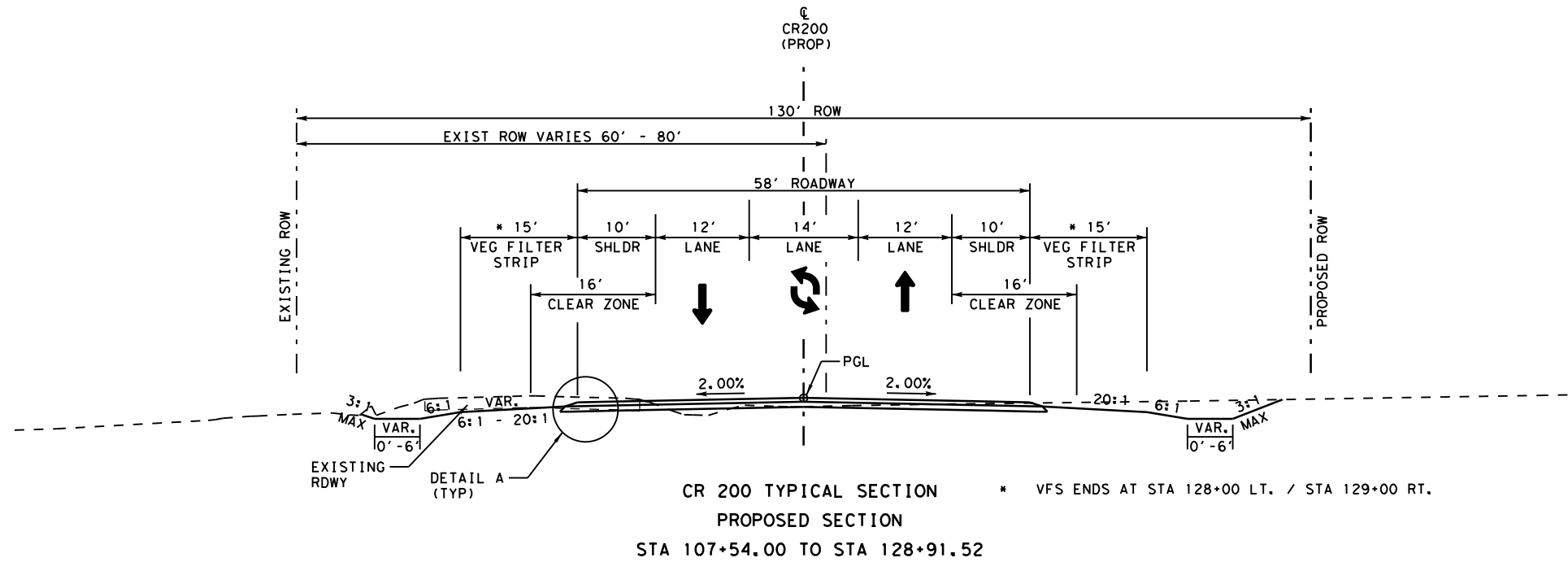
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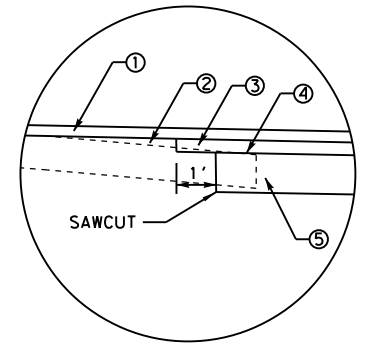


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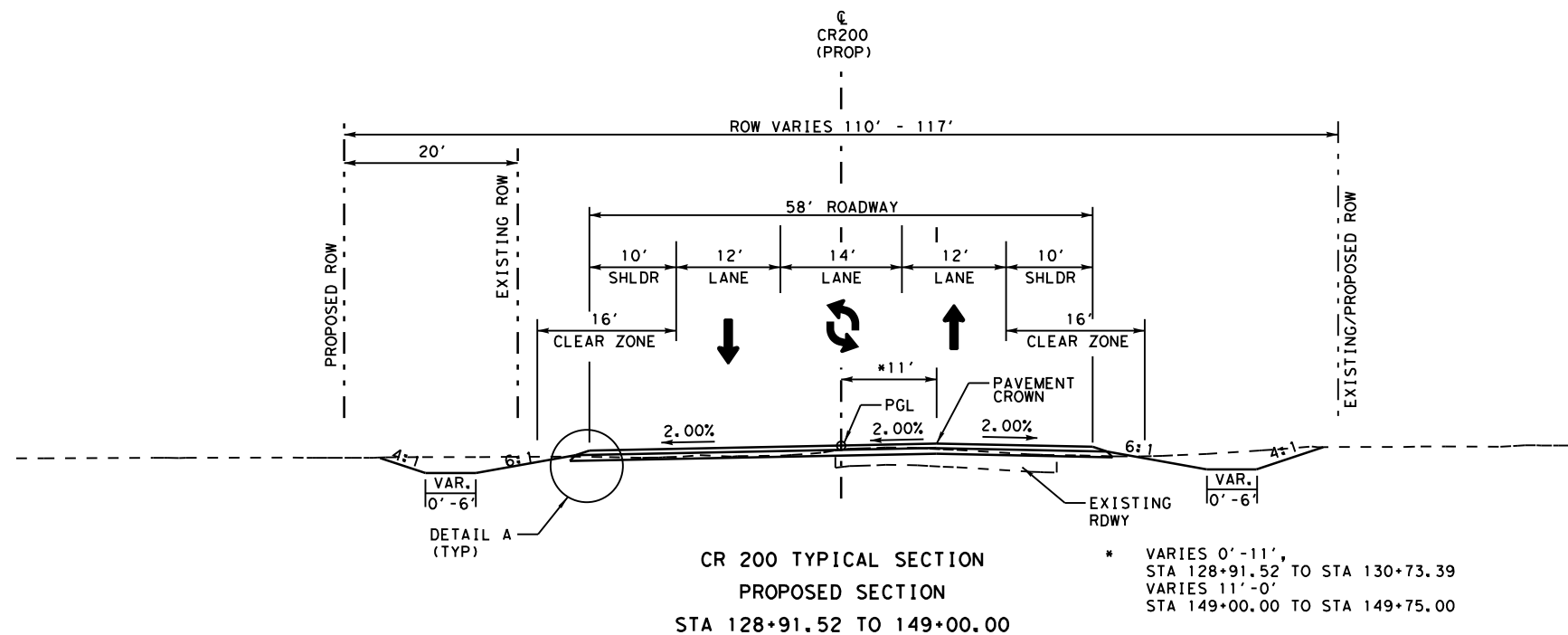





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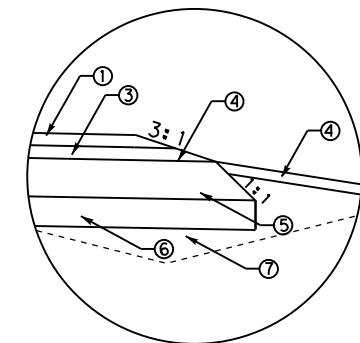
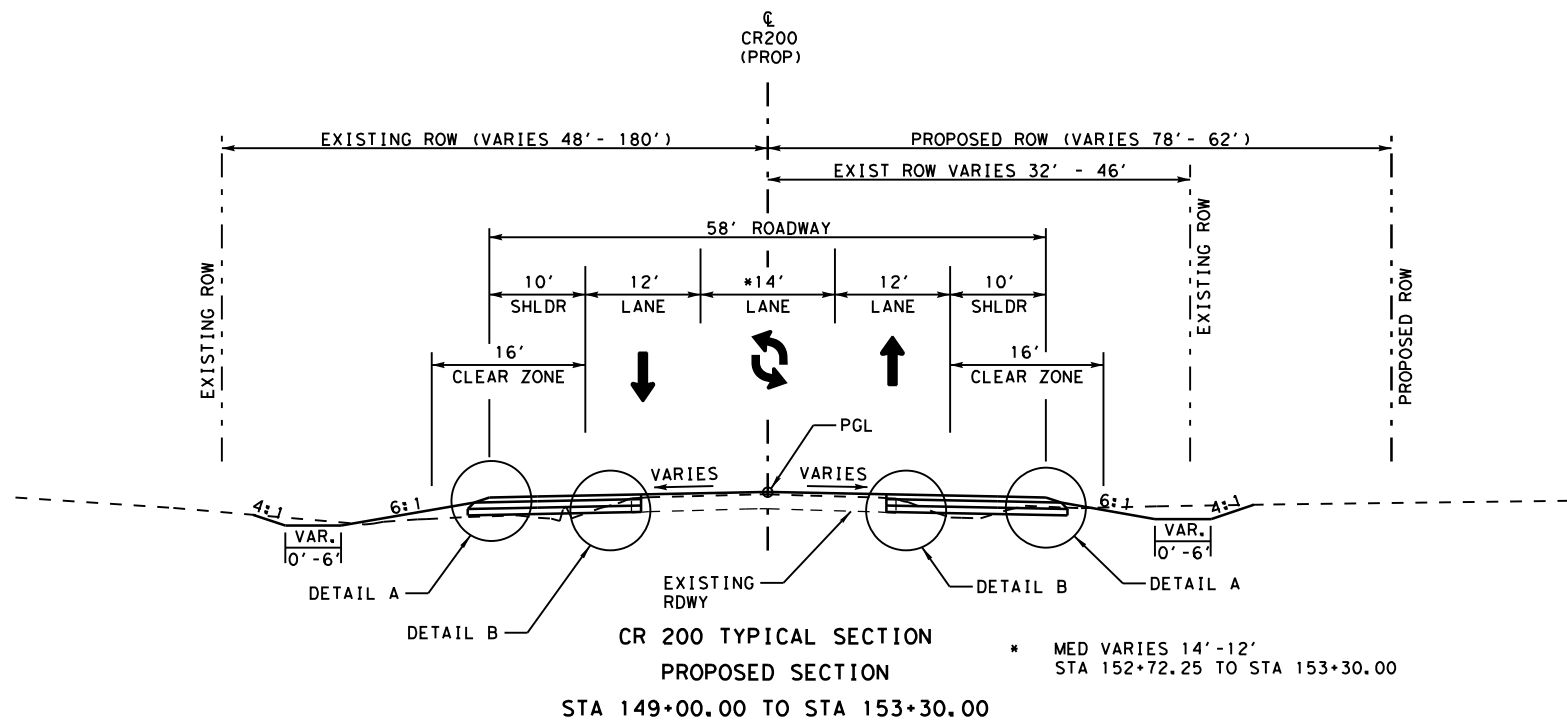
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(2 EQUAL LIFTS)
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- ⑦ TOPSOIL

**INTERIM REVIEW**

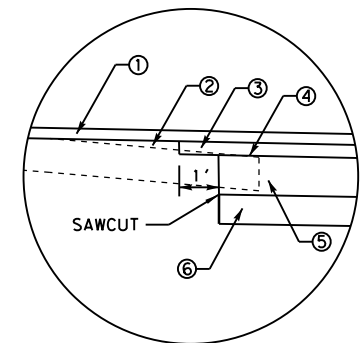
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|--|----------------------------------|
| <br>WILLIAMSON COUNTY<br>1948   | WILLIAMSON COUNTY<br>PRECINCT #2 |
| <br>JONES CARTER<br><small>Texas Board of Professional Engineers Registration No. F-439<br/>         6330 West Loop South, Suite 150 • Bellaire, Texas 77401 • 713.777.5337</small> |                                  |
| <br>WSB & ASSOCIATES, INC.<br>FIRM # 16849  |                                  |
| CR 200<br>FROM CMTA R.R. TO CR 201<br>TYPICAL SECTIONS   |                                  |
| SHEET 2 OF 3   | SHEET # 6                        |



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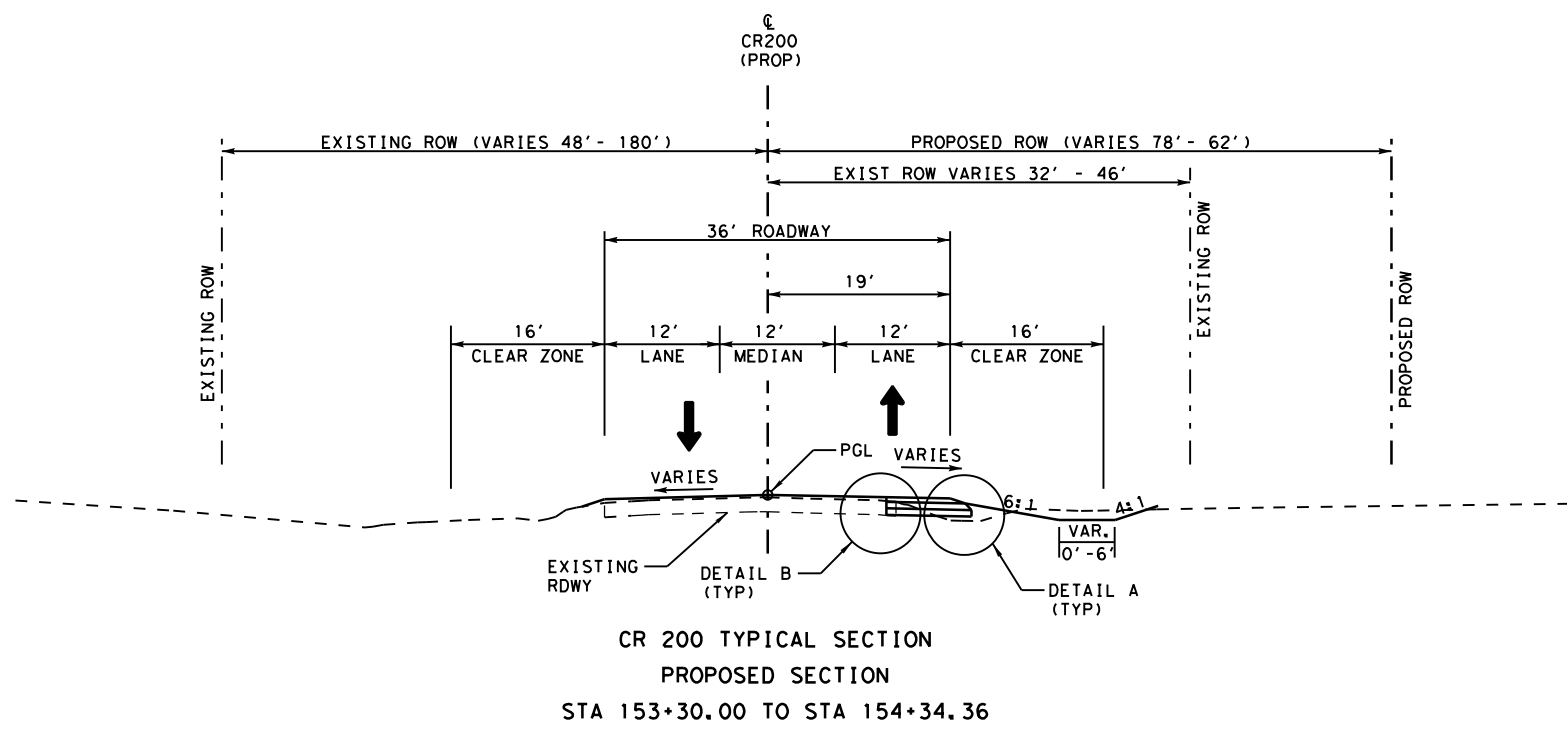





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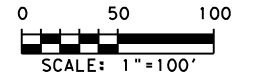
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- ② HMACP (TY C) (LEVEL-UP)
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- ④ PRIME COAT / SEAL COAT
- ⑤ 12" FLEX BASE (2 EQUIVALENT LIFTS)
- ⑥ 8" LIME TREATED SUBGRADE
- ⑦ TY "C" EMBANKMENT
- ⑧ TOPSOIL

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|   |                                  |
|---|----------------------------------|
| <br>WILLIAMSON COUNTY<br><small>1848</small>   | WILLIAMSON COUNTY<br>PRECINCT #2 |
|  <b>JONES CARTER</b><br><small>Texas Board of Professional Engineers Registration No. F-439<br/>6330 West Loop South, Suite 150 • Bellaire, Texas 77401 • 713.777.5337</small> |                                  |
|  <b>wsb</b> & ASSOCIATES, INC.<br><small>FIRM # 16849</small>  |                                  |
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| SHEET 3 OF 3  | SHEET # 7                        |



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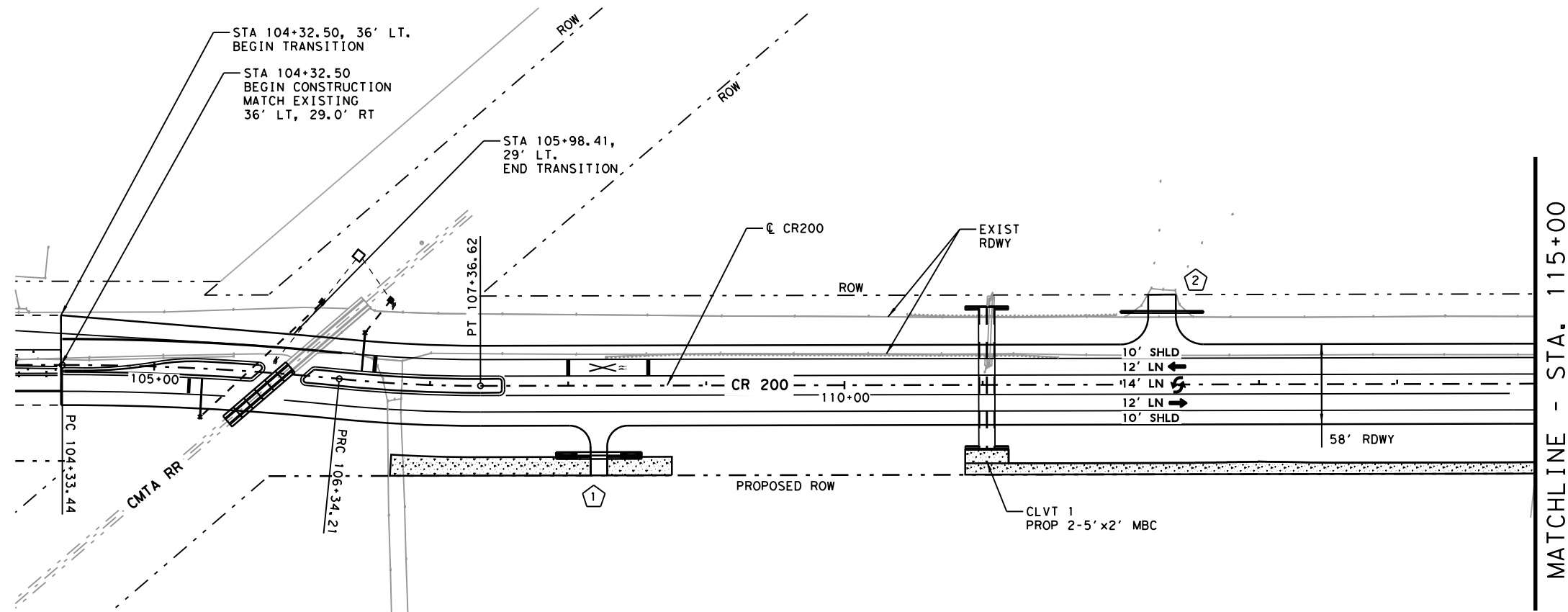
- DRIVEWAY NUMBER
- DIRECTION OF TRAFFIC

**NOTES:**

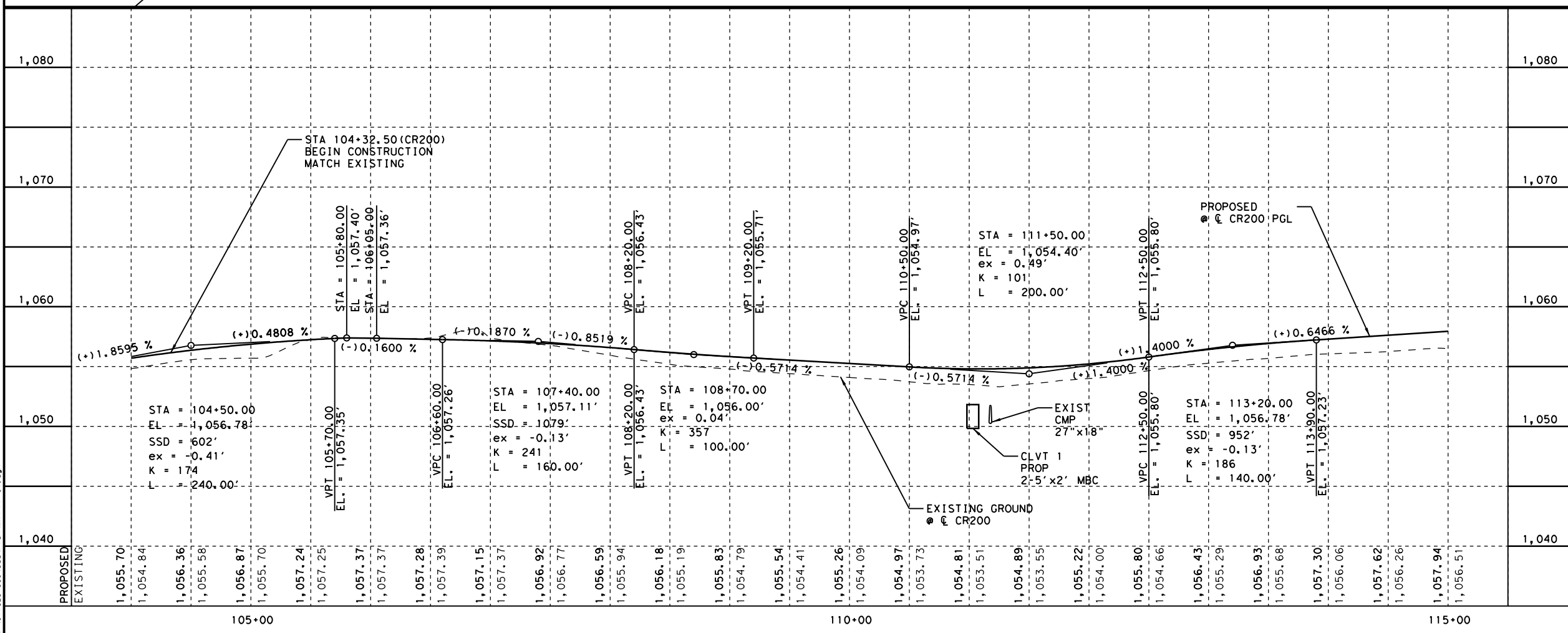
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2. SEE DRIVEWAY SUMMARY SHEET FOR DETAILS.
3. SEE EXHIBIT "A" FOR DETAILS OF IMPROVEMENTS IN CMTA ROW.

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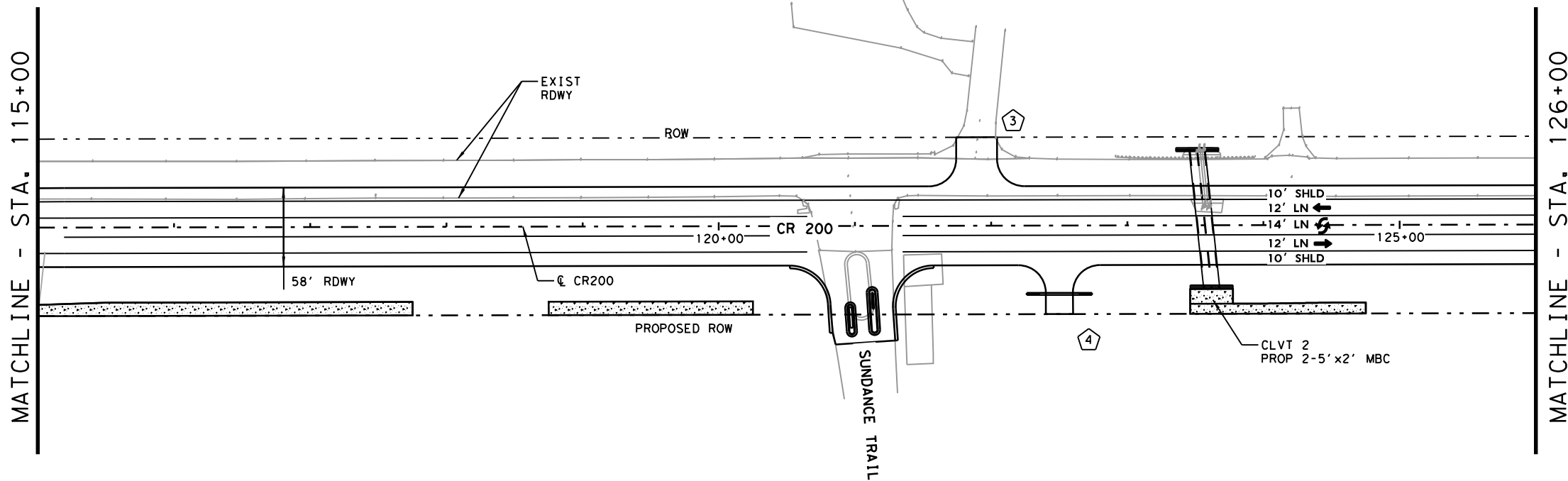
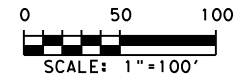
MATCHLINE - STA. 115+00



CR 200  
FROM CMTA R.R. TO CR 201

PLAN AND PROFILE  
STA 104+32.50 TO  
STA 115+00.00

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11:49:27 AM  
2/19/2019  
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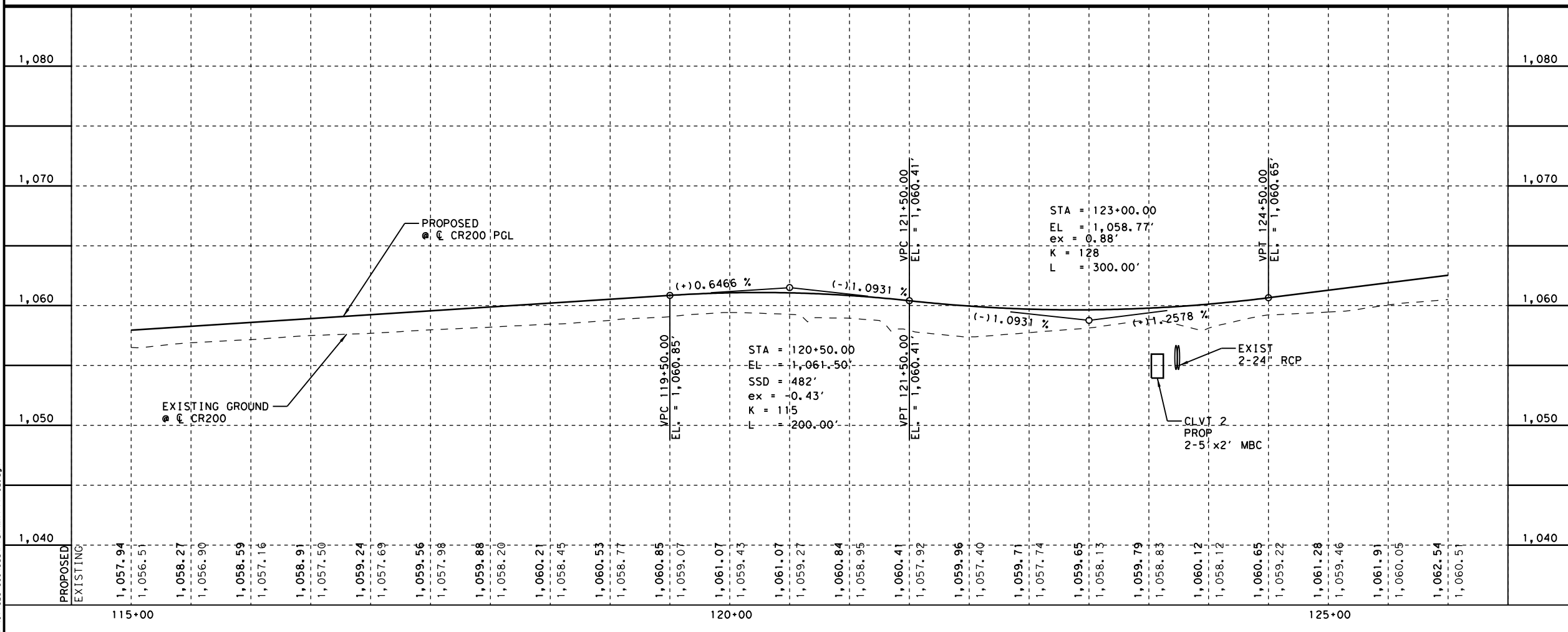
- DRIVEWAY NUMBER
- DIRECTION OF TRAFFIC

**NOTES:**

1. SEE DETAIL SHEETS FOR DETAILS.
2. SEE DRIVEWAY SUMMARY SHEET FOR DETAILS.

**INTERIM REVIEW**

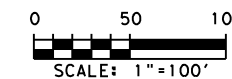
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Daniel A. Rogers, PE 88794 ON 2/19/2019  
IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



CR 200  
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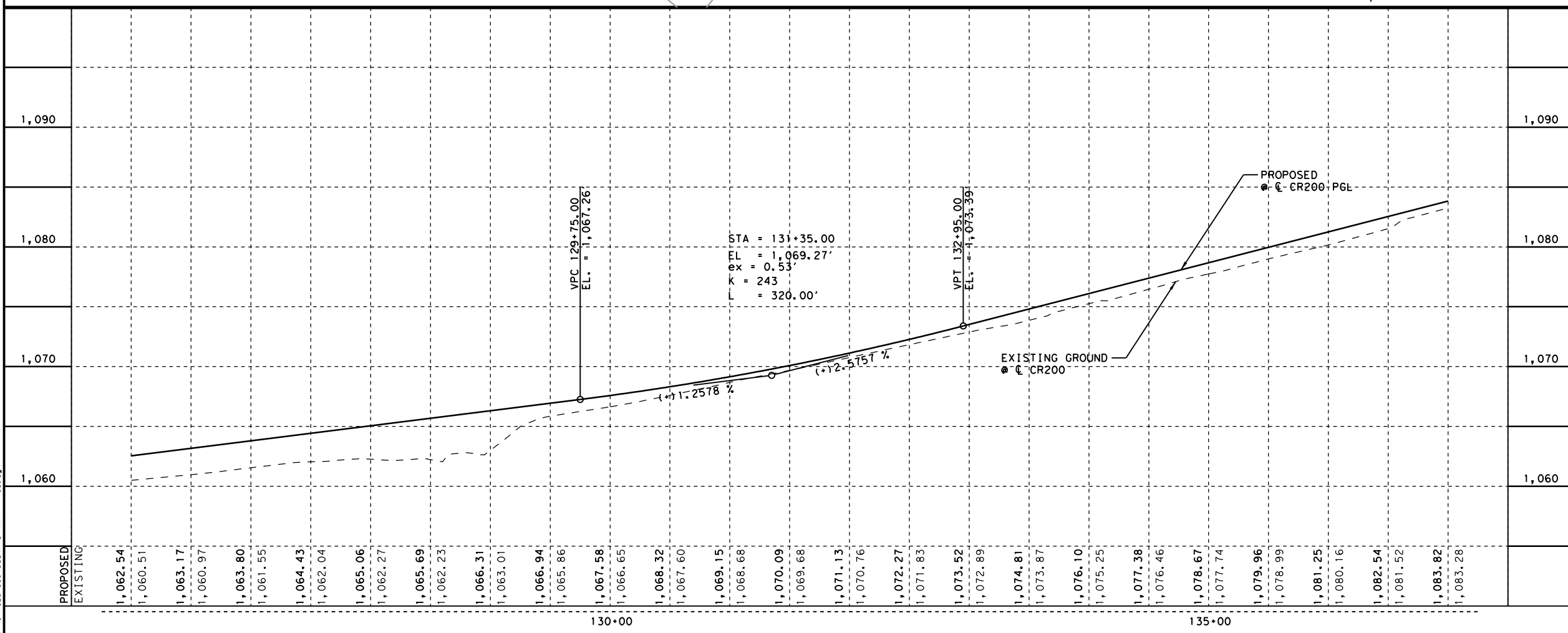
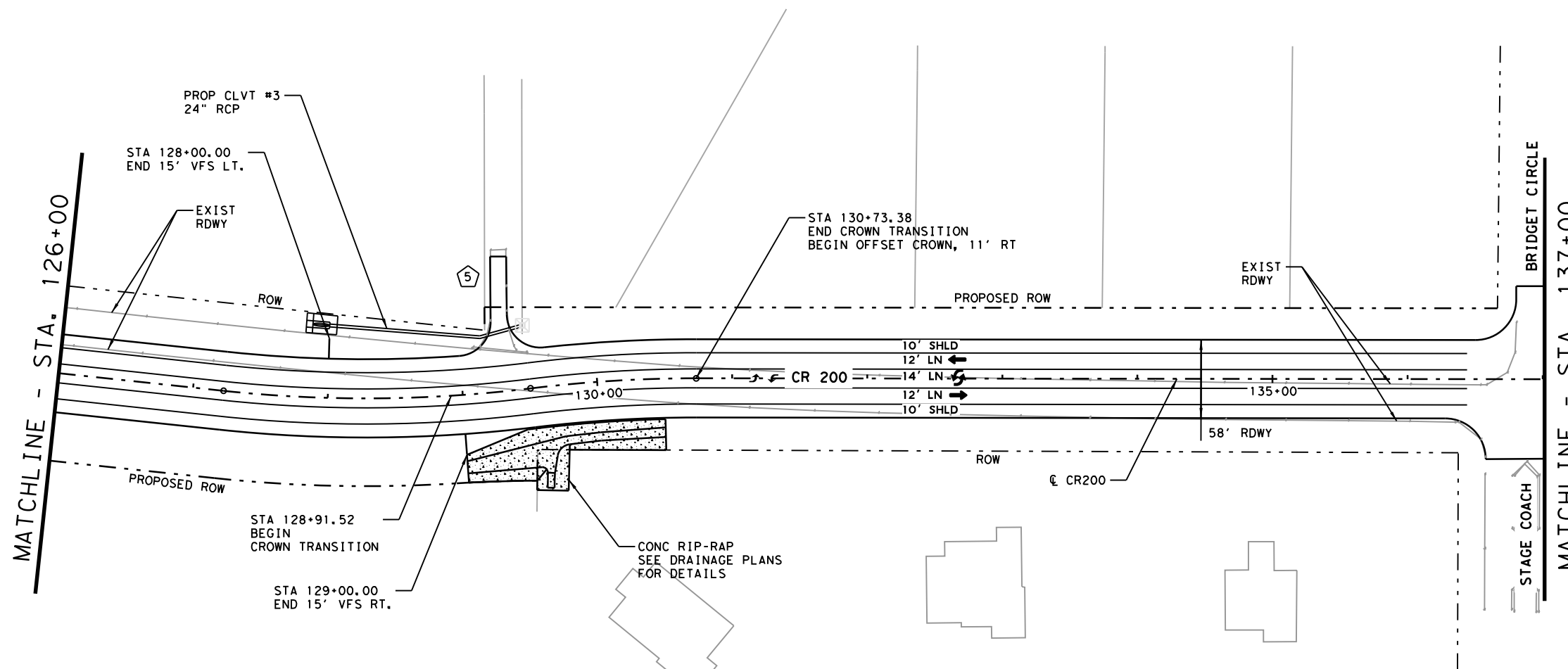
- DRIVEWAY NUMBER
- DIRECTION OF TRAFFIC

**NOTES:**

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2. SEE DRIVEWAY SUMMARY SHEET FOR DETAILS.

**INTERIM REVIEW**

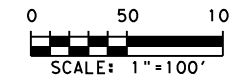
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CR 200  
FROM CMTA R.R. TO CR 201

PLAN AND PROFILE  
STA 126+00.00 TO  
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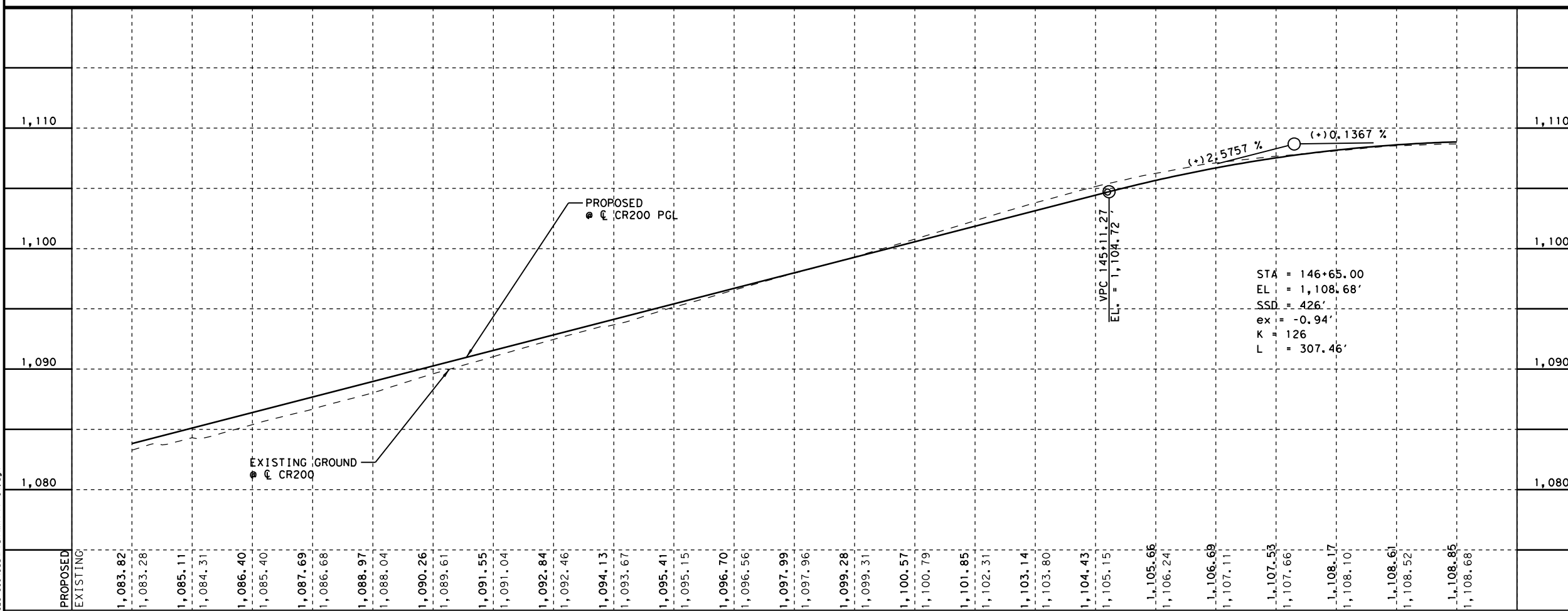
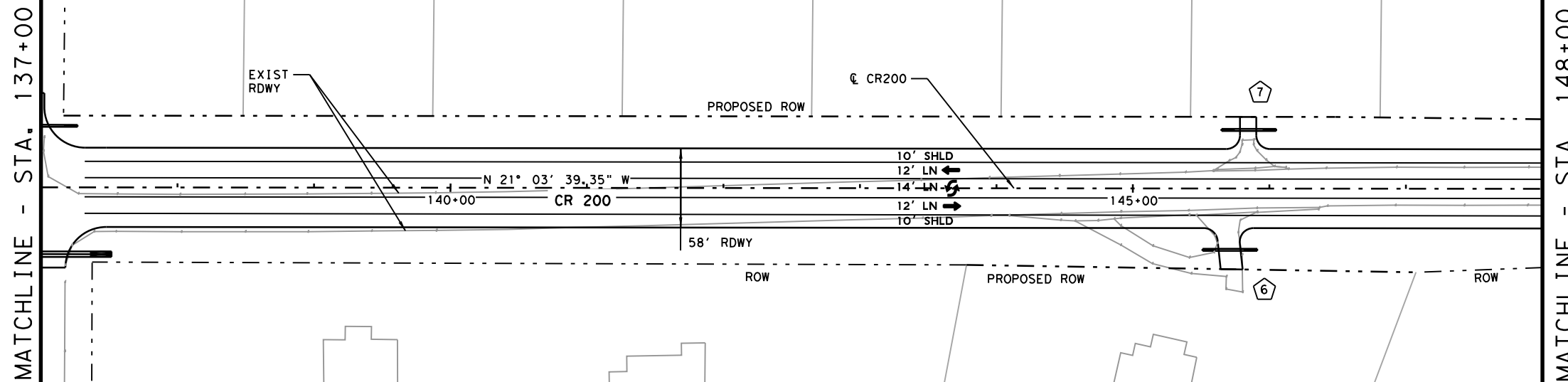
- DRIVEWAY NUMBER
- DIRECTION OF TRAFFIC

**NOTES:**

1. SEE DETAIL SHEETS FOR DETAILS.
2. SEE DRIVEWAY SUMMARY SHEET FOR DETAILS.

**INTERIM REVIEW**

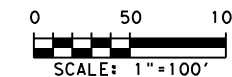
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CR 200  
FROM CMTA R.R. TO CR 201

PLAN AND PROFILE  
STA 137+00.00 TO  
STA 148+00.00

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**LEGEND:**

- DRIVEWAY NUMBER
- DIRECTION OF TRAFFIC

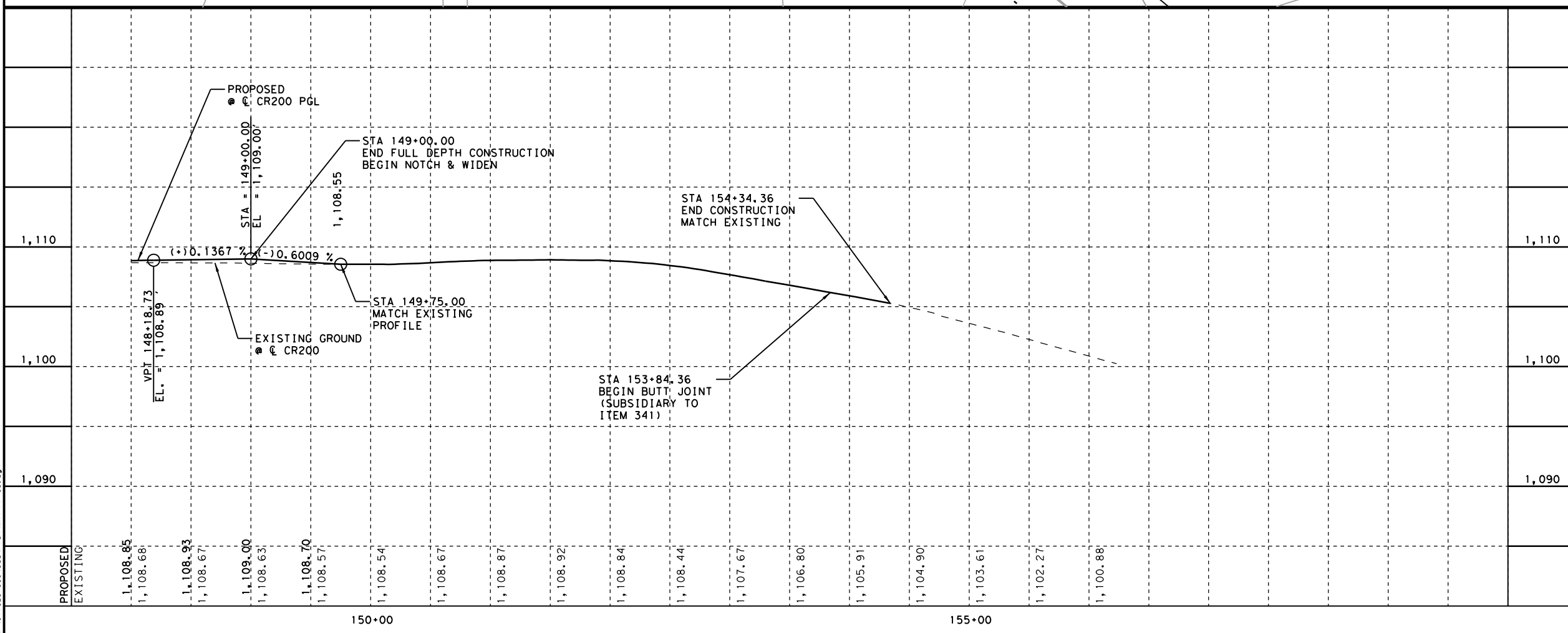
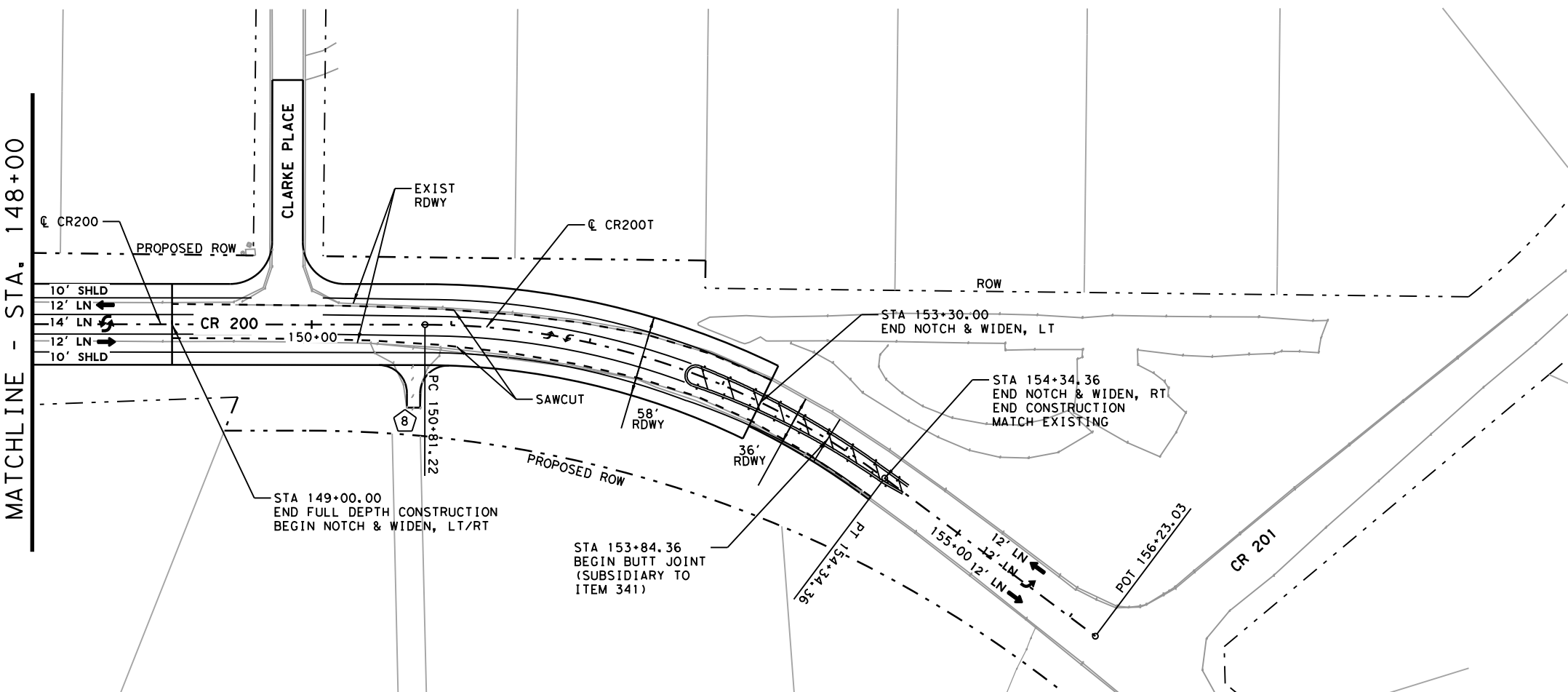
**NOTES:**

1. SEE DETAIL SHEETS FOR DETAILS.
2. SEE DRIVEWAY SUMMARY SHEET FOR DETAILS.
3. Z

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MATCHLINE - STA. 148+00



WILLIAMSON COUNTY  
PRECINCT #2

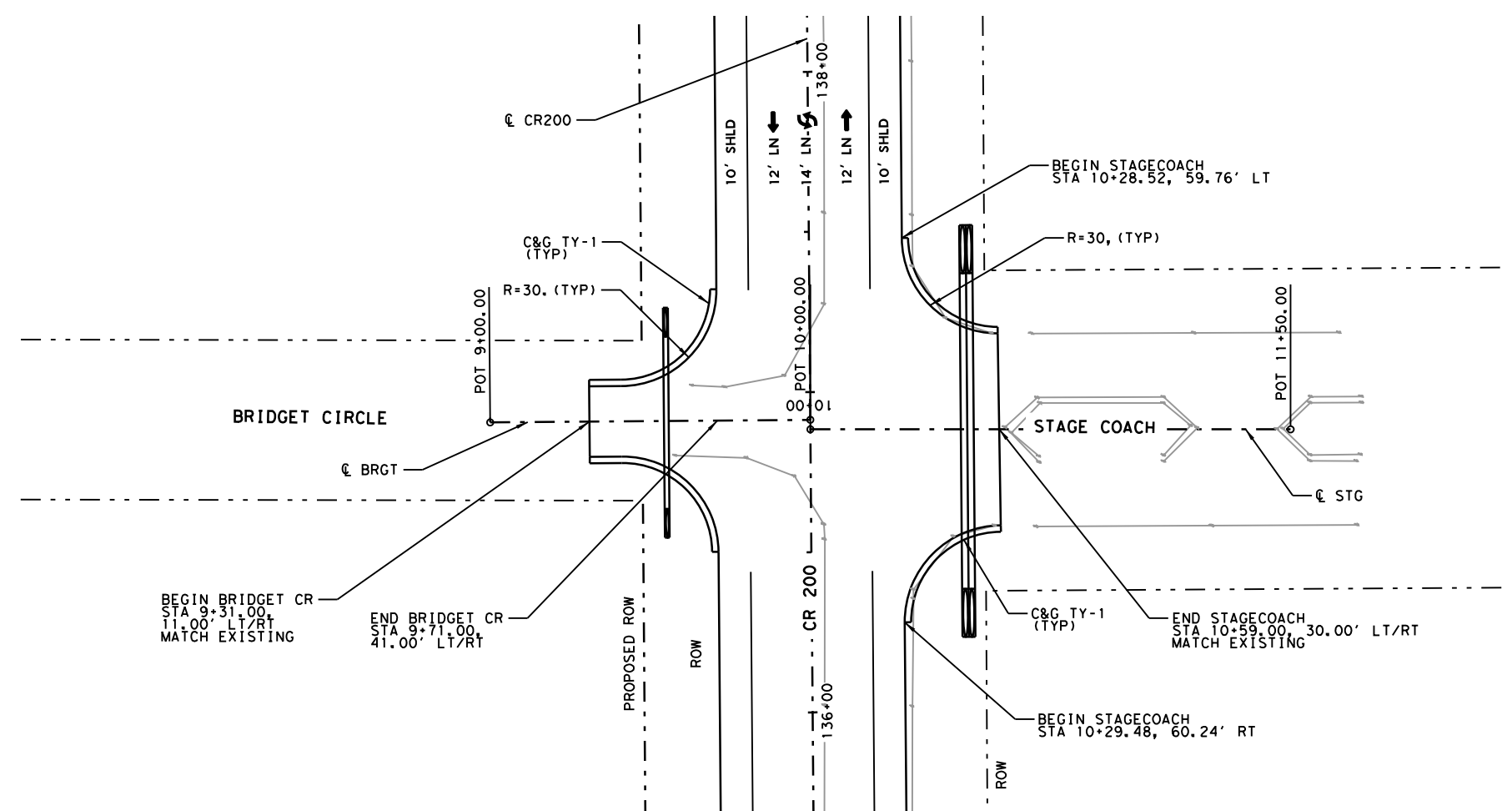
**JONES CARTER**  
Texas Board of Professional Engineers Registration No. F-439  
6330 West Loop South, Suite 150 • Bellaire, Texas 77401 • 713.777.5337

**wsb** WSB & ASSOCIATES, INC.  
FIRM # 16849

CR 200  
FROM CMTA R.R. TO CR 201  
  
PLAN AND PROFILE  
STA 148+00.00 TO  
STA 154+34.36

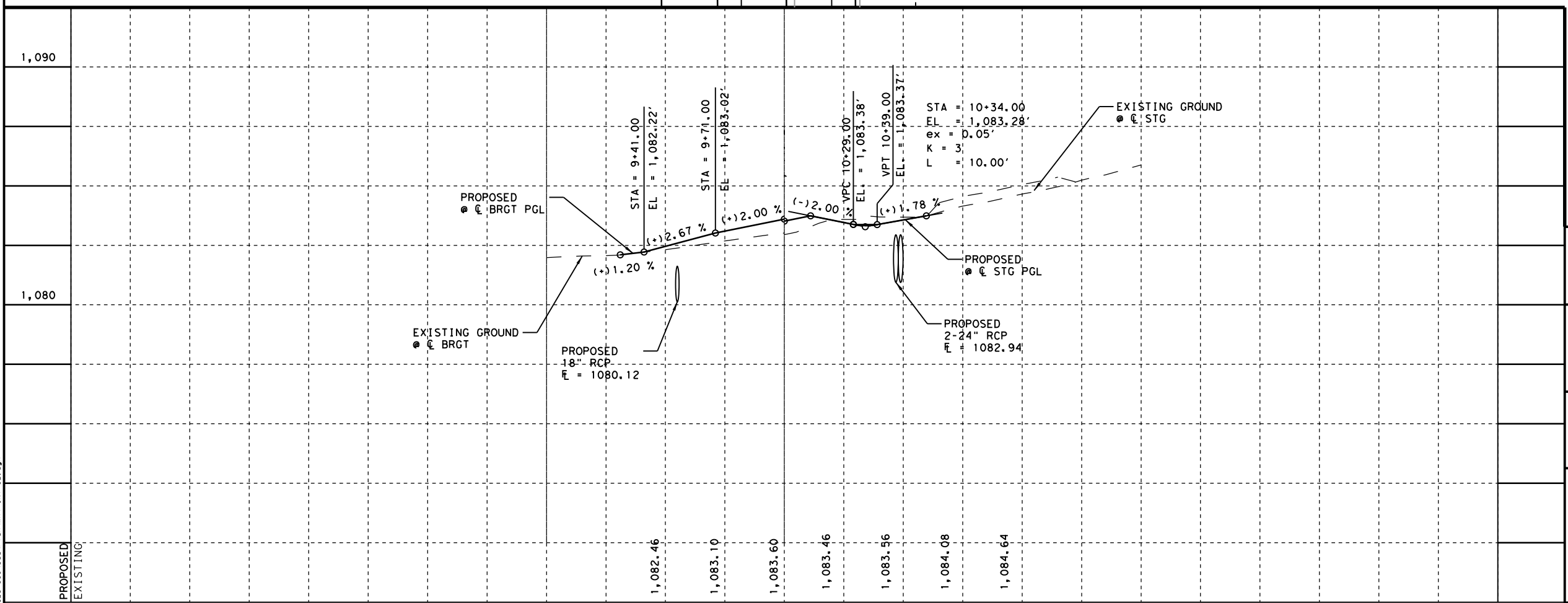
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**INTERIM REVIEW**

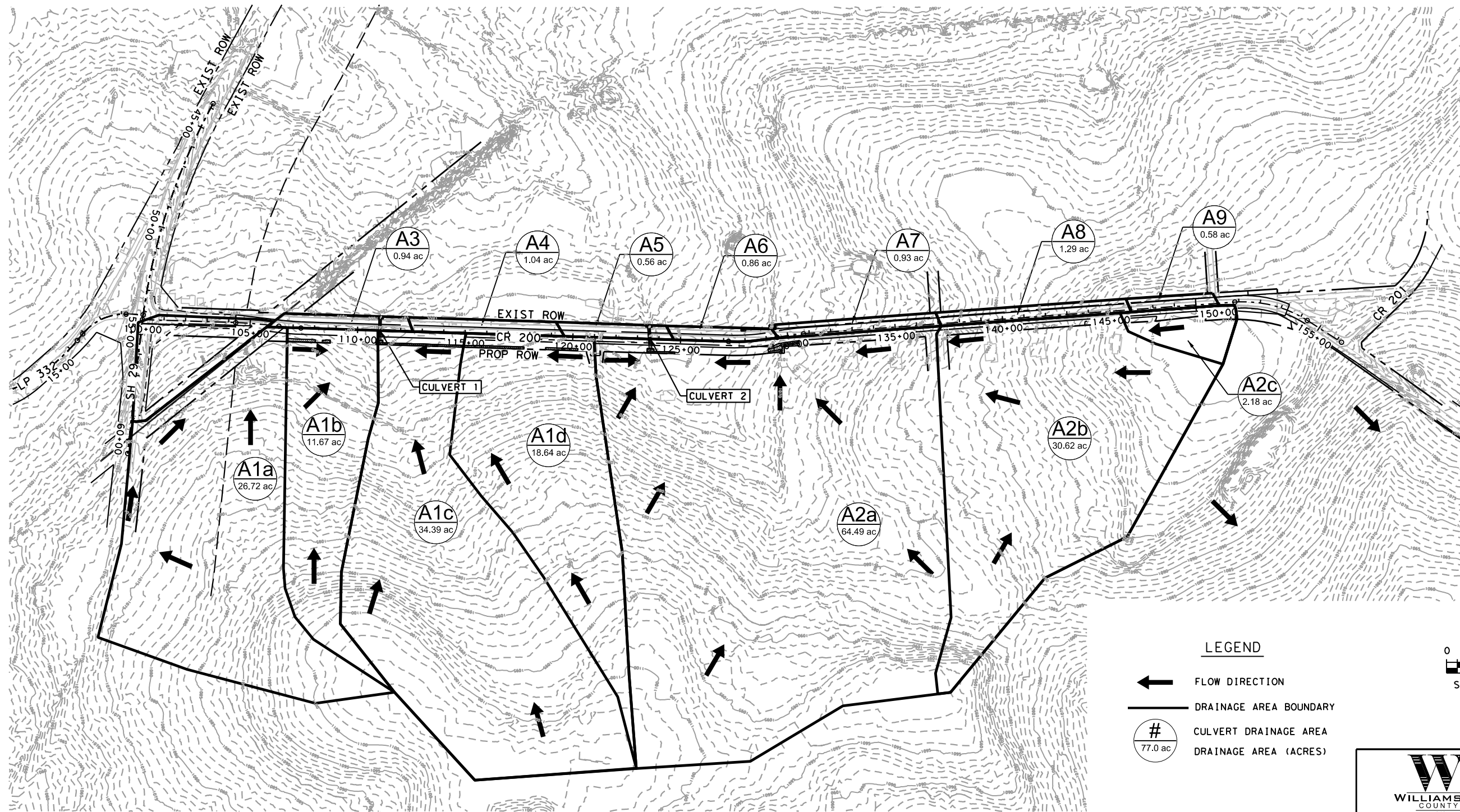
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CR 200  
FROM CMTA R.R. TO CR 201  
INTERSECTION DETAILS  
BRIDGET CIRCLE  
STAGE COACH

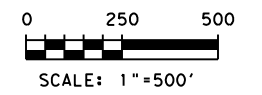
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PROPOSED  
EXISTING



**LEGEND**

- FLOW DIRECTION
- DRAINAGE AREA BOUNDARY
- CULVERT DRAINAGE AREA
- DRAINAGE AREA (ACRES)



Rational Method Calculations

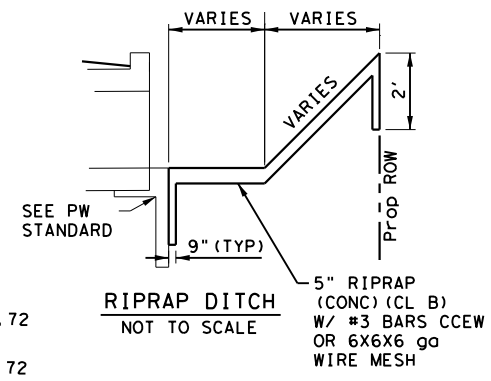
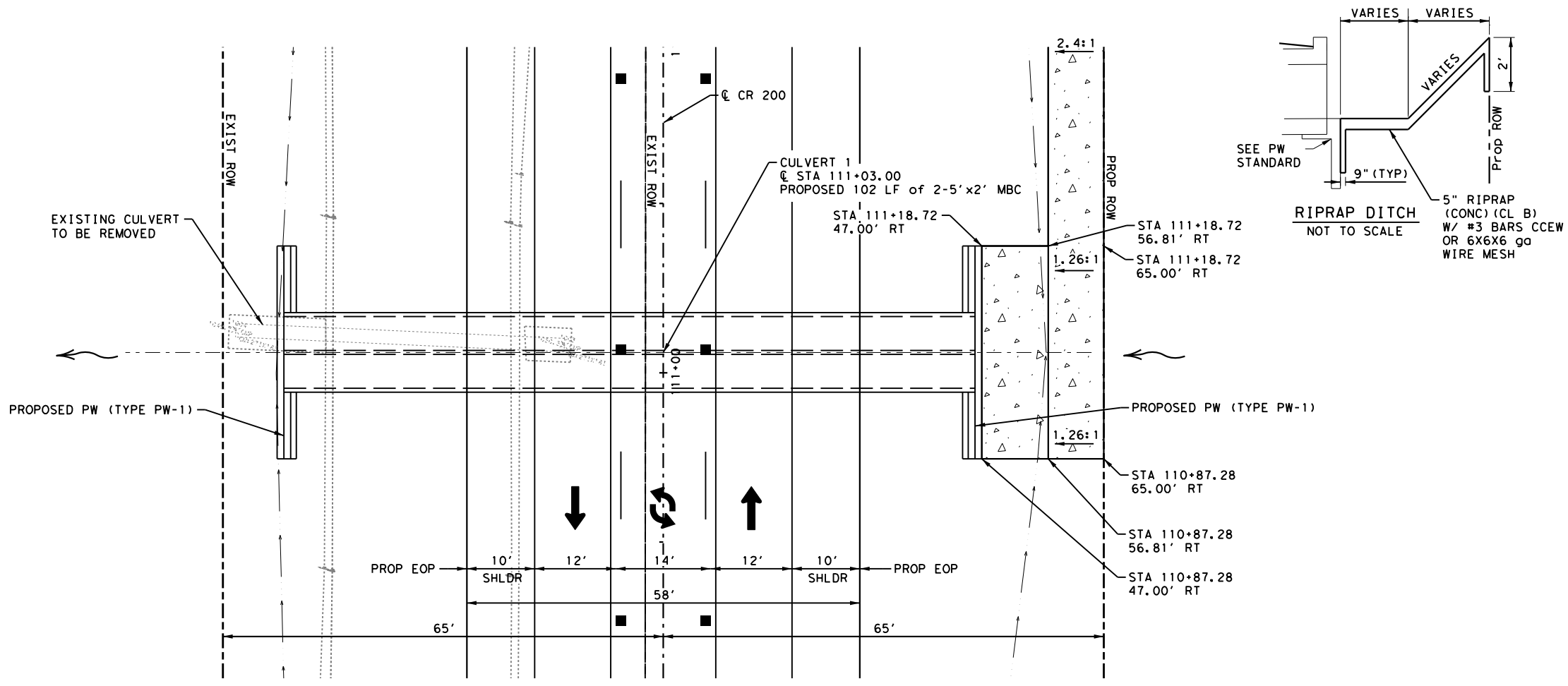
| Drainage Area | Area (acres) | Undev (acres) | Res (acres) | Streets (acres) | Flow Travel Times |         |         | Tc (min) | 2-year |     |      |      |     |       | 5-year |     |       |      |     |       | 10-year |      |       |   |   |   | 25-year |   |   |   |  |  | 100-year |  |  |  |  |  |
|---------------|--------------|---------------|-------------|-----------------|-------------------|---------|---------|----------|--------|-----|------|------|-----|-------|--------|-----|-------|------|-----|-------|---------|------|-------|---|---|---|---------|---|---|---|--|--|----------|--|--|--|--|--|
|               |              |               |             |                 | Sheet             | Shallow | Channel |          | C      |     |      | i    |     |       | Q      |     |       | C    |     |       | i       |      |       | Q |   |   | C       |   |   | i |  |  | Q        |  |  |  |  |  |
|               |              |               |             |                 |                   |         |         |          | C      | i   | Q    | C    | i   | Q     | C      | i   | Q     | C    | i   | Q     | C       | i    | Q     | C | i | Q | C       | i | Q |   |  |  |          |  |  |  |  |  |
| A1            | 91.42        | 0.00          | 89.75       | 1.67            | 22.7              | 32.0    | 0.0     | 51       | 0.37   | 1.9 | 65.1 | 0.37 | 2.5 | 84.4  | 0.37   | 3.0 | 99.8  | 0.41 | 3.6 | 132.7 | 0.46    | 4.8  | 201.9 |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A1a           | 26.72        | 0.00          | 26.17       | 0.55            | 18.8              | 26.7    | 0.0     | 45       | 0.37   | 2.1 | 20.5 | 0.37 | 2.7 | 26.6  | 0.37   | 3.2 | 31.4  | 0.41 | 3.8 | 41.7  | 0.46    | 5.1  | 63.3  |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A1b           | 11.67        | 0.00          | 11.41       | 0.26            | 18.8              | 9.2     | 0.0     | 28       | 0.37   | 2.8 | 12.0 | 0.37 | 3.6 | 15.6  | 0.37   | 4.2 | 18.3  | 0.41 | 5.1 | 24.1  | 0.46    | 6.7  | 36.2  |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A1c           | 34.39        | 0.00          | 34.13       | 0.26            | 18.8              | 12.0    | 0.0     | 31       | 0.39   | 2.6 | 35.3 | 0.39 | 3.4 | 45.8  | 0.39   | 4.0 | 53.8  | 0.43 | 4.8 | 70.8  | 0.48    | 6.4  | 106.1 |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A1d           | 18.64        | 0.00          | 17.35       | 1.29            | 18.8              | 17.5    | 0.0     | 36       | 0.58   | 2.4 | 25.7 | 0.58 | 3.1 | 33.3  | 0.58   | 3.6 | 39.2  | 0.63 | 4.4 | 51.1  | 0.68    | 5.9  | 73.8  |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A2            | 97.28        | 0.00          | 92.25       | 5.03            | 22.7              | 18.3    | 5.0     | 46       | 0.39   | 2.1 | 77.6 | 0.39 | 2.7 | 100.7 | 0.39   | 3.1 | 118.8 | 0.42 | 3.8 | 157.4 | 0.48    | 5.1  | 236.9 |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A2a           | 64.49        | 0.00          | 63.58       | 0.91            | 22.7              | 16.1    | 0.0     | 39       | 0.37   | 2.3 | 54.3 | 0.37 | 3.0 | 70.4  | 0.37   | 3.5 | 83.0  | 0.40 | 4.2 | 109.9 | 0.46    | 5.6  | 166.5 |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A2b           | 30.62        | 0.00          | 30.13       | 0.49            | 22.7              | 10.1    | 0.0     | 33       | 0.37   | 2.5 | 28.6 | 0.37 | 3.3 | 37.1  | 0.37   | 3.9 | 43.6  | 0.40 | 4.6 | 57.6  | 0.46    | 6.2  | 86.9  |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A2c           | 2.18         | 0.00          | 1.92        | 0.26            | 22.7              | 4.6     | 0.0     | 27       | 0.42   | 2.8 | 2.6  | 0.42 | 3.7 | 3.4   | 0.42   | 4.3 | 4.0   | 0.46 | 5.1 | 5.2   | 0.51    | 6.8  | 7.6   |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A3            | 0.94         | 0.49          | 0.00        | 0.45            | 1.4               | 5.6     | 0.0     | 10       | 0.56   | 4.5 | 2.3  | 0.56 | 5.8 | 3.1   | 0.56   | 6.7 | 3.6   | 0.60 | 7.9 | 4.4   | 0.62    | 10.2 | 5.9   |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A4            | 1.04         | 0.57          | 0.00        | 0.47            | 1.4               | 6.2     | 0.0     | 10       | 0.55   | 4.5 | 2.5  | 0.55 | 5.8 | 3.3   | 0.55   | 6.7 | 3.8   | 0.58 | 7.9 | 4.8   | 0.60    | 10.2 | 6.4   |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A5            | 0.56         | 0.27          | 0.00        | 0.29            | 1.4               | 2.5     | 0.0     | 10       | 0.59   | 4.5 | 1.5  | 0.59 | 5.8 | 1.9   | 0.59   | 6.7 | 2.2   | 0.62 | 7.9 | 2.8   | 0.64    | 10.2 | 3.7   |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A6            | 0.68         | 0.29          | 0.00        | 0.39            | 1.4               | 4.1     | 0.0     | 10       | 0.62   | 4.5 | 1.9  | 0.62 | 5.8 | 2.5   | 0.62   | 6.7 | 2.9   | 0.66 | 7.9 | 3.5   | 0.68    | 10.2 | 4.7   |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A7            | 0.93         | 0.13          | 0.00        | 0.80            | 1.4               | 4.8     | 0.0     | 10       | 0.81   | 4.5 | 3.3  | 0.81 | 5.8 | 4.4   | 0.81   | 6.7 | 5.1   | 0.85 | 7.9 | 6.3   | 0.86    | 10.2 | 8.1   |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A8            | 1.29         | 0.37          | 0.00        | 0.92            | 1.4               | 5.4     | 0.0     | 10       | 0.72   | 4.5 | 4.1  | 0.72 | 5.8 | 5.4   | 0.72   | 6.7 | 6.2   | 0.76 | 7.9 | 7.7   | 0.77    | 10.2 | 10.1  |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |
| A9            | 0.58         | 0.16          | 0.00        | 0.42            | 1.4               | 2.4     | 0.0     | 10       | 0.72   | 4.5 | 1.9  | 0.72 | 5.8 | 2.4   | 0.72   | 6.7 | 2.8   | 0.77 | 7.9 | 3.5   | 0.78    | 10.2 | 4.6   |   |   |   |         |   |   |   |  |  |          |  |  |  |  |  |

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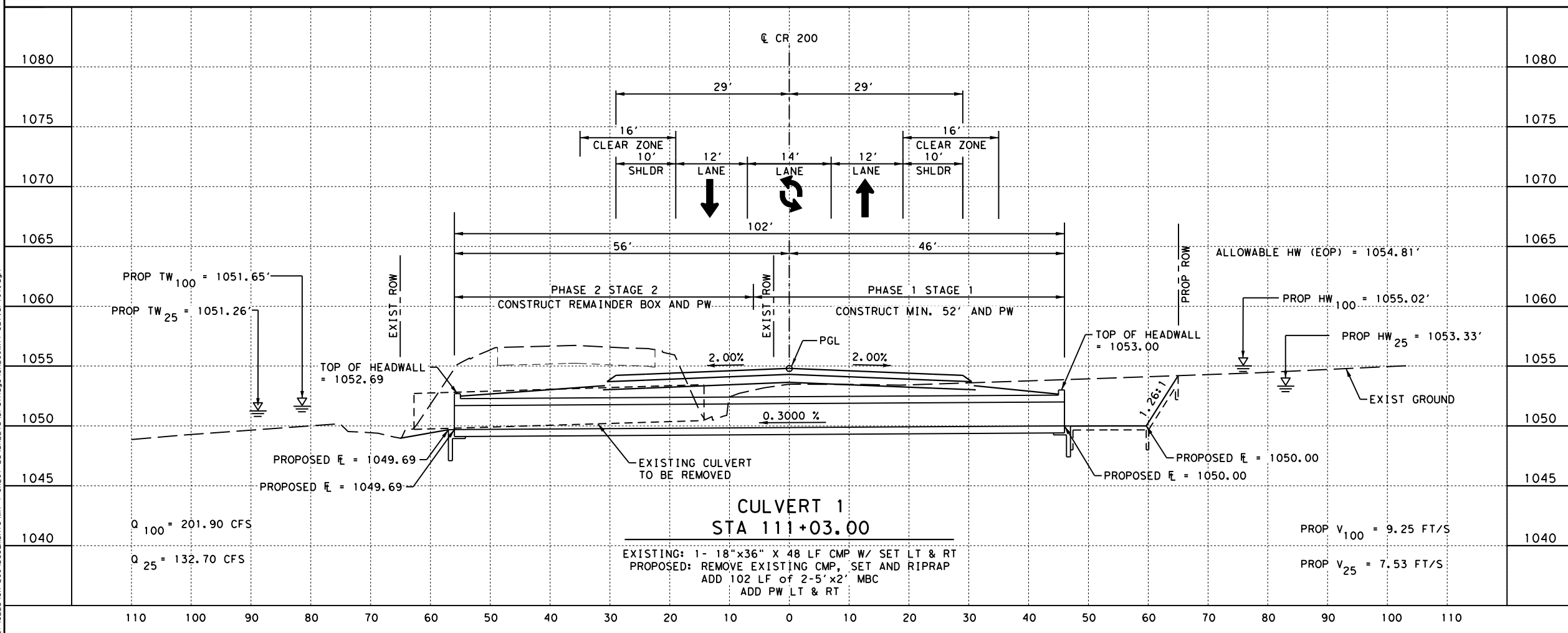
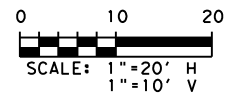
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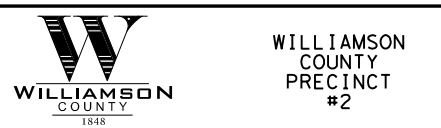


- LEGEND:**
- PROPOSED DITCH FLOW DIRECTION
  - ⇄ FLOW DIRECTION
  - ➔ DIRECTION OF TRAFFIC

- NOTES:**
1. VERIFY NO UTILITY CONFLICTS BEFORE BEGINNING WORK.
  2. CONTRACTOR TO USE CAUTION WHEN PROCESSING SUBGRADE NEAR EXISTING STRUCTURES.
  3. SEE SRR STANDARD FOR ADDITIONAL INFORMATION.

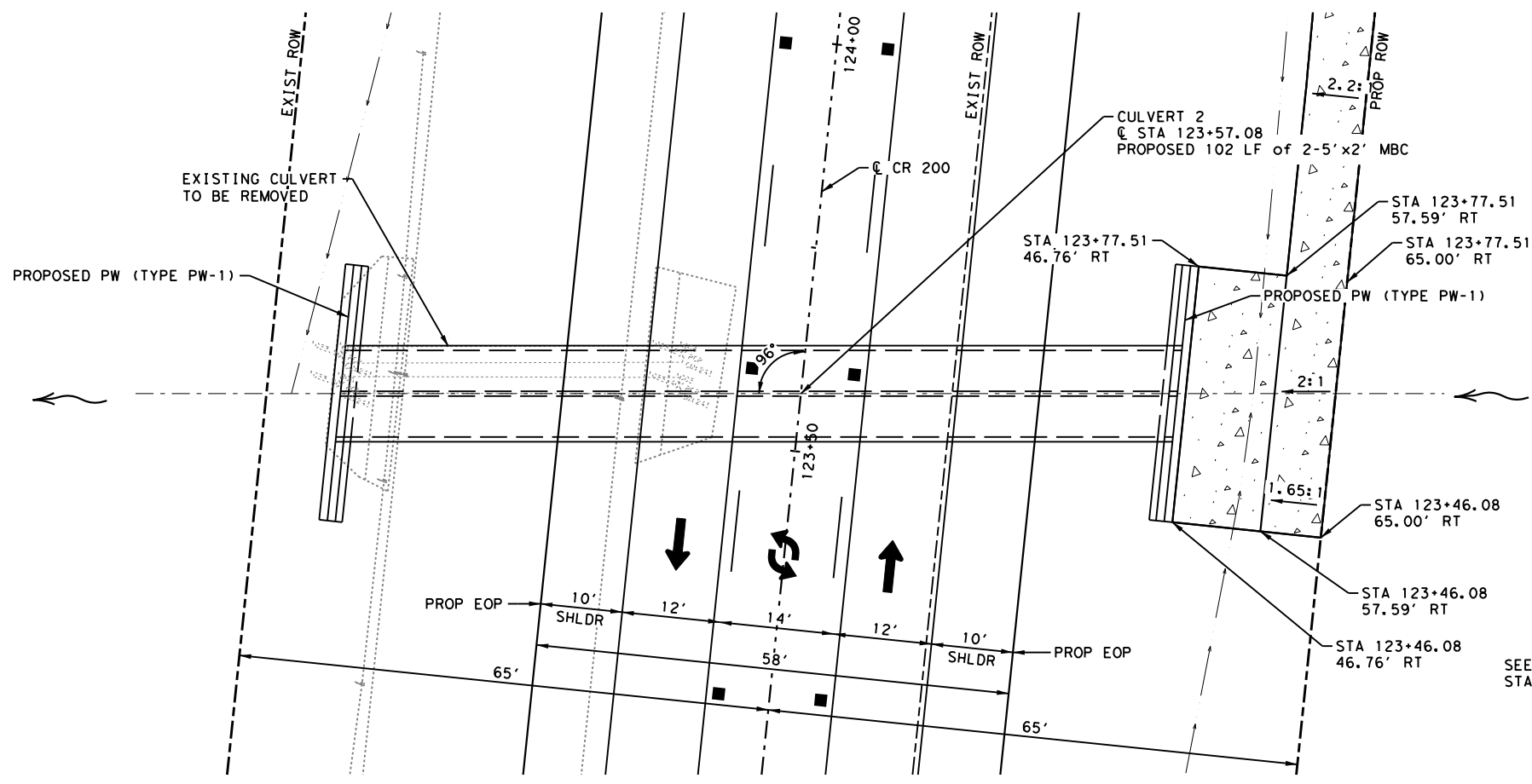


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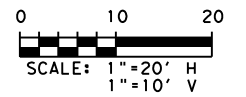
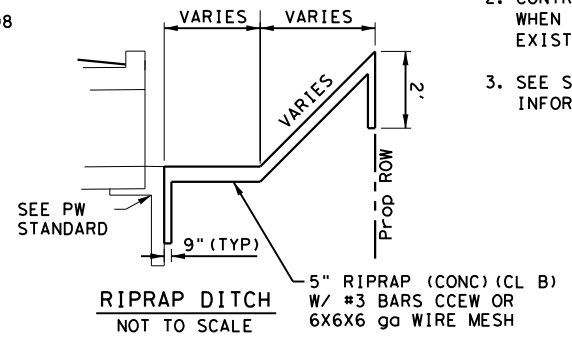
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**CULVERT LAYOUT**  
 STA 111+03.00

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- LEGEND:**
- PROPOSED DITCH FLOW DIRECTION
  - ~ FLOW DIRECTION
  - ➔ DIRECTION OF TRAFFIC

- NOTES:**
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  2. CONTRACTOR TO USE CAUTION WHEN PROCESSING SUBGRADE NEAR EXISTING STRUCTURES.
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**WILLIAMSON COUNTY**  
1848

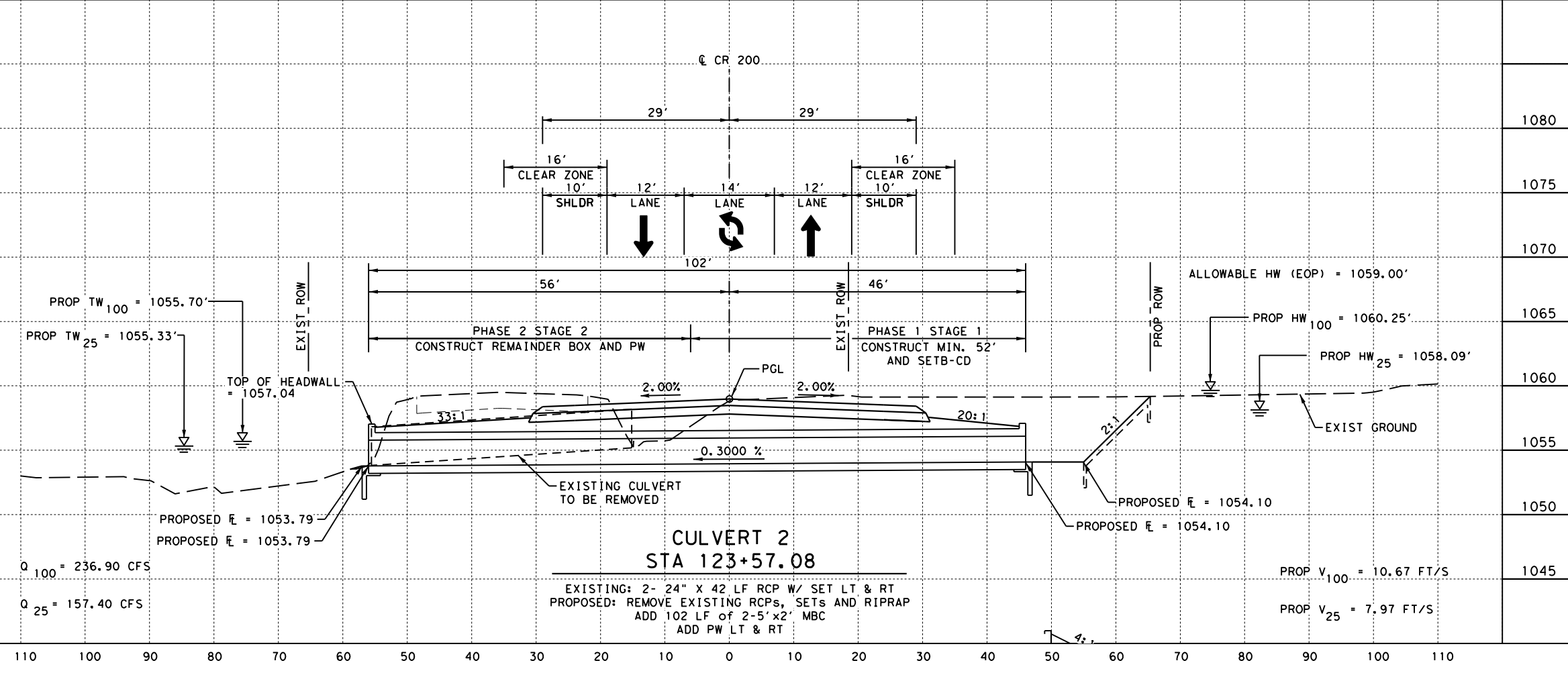
WILLIAMSON COUNTY PRECINCT #2

**J/C JONES | CARTER**

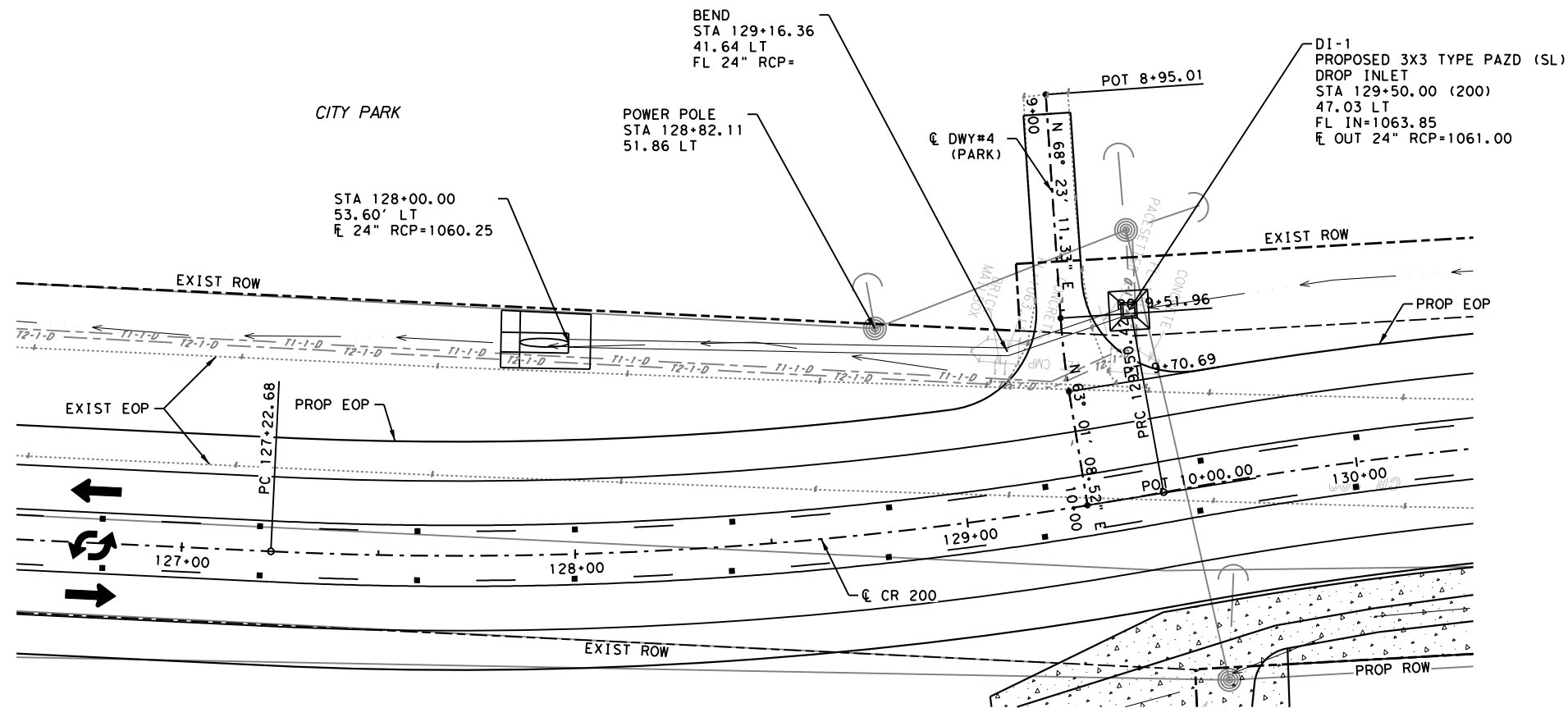
Texas Board of Professional Engineers Registration No. F-439  
6330 West Loop South, Suite 150 • Bellaire, Texas 77401 • 713.777.5337

CR 200  
FROM CMTA R.R. TO CR 201

CULVERT LAYOUT  
STA 123+57.08



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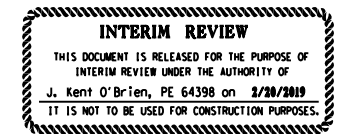
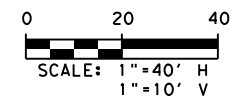


**LEGEND:**

- PROPOSED DITCH FLOW DIRECTION
- FLOW DIRECTION
- ➔ DIRECTION OF TRAFFIC

**NOTES:**

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2. CONTRACTOR TO USE CAUTION WHEN PROCESSING SUBGRADE NEAR EXISTING STRUCTURES.
3. SEE SRR STANDARD FOR ADDITIONAL INFORMATION.
4. SEE DRIVEWAY DETAILS FOR ADDITIONAL INFORMATION.



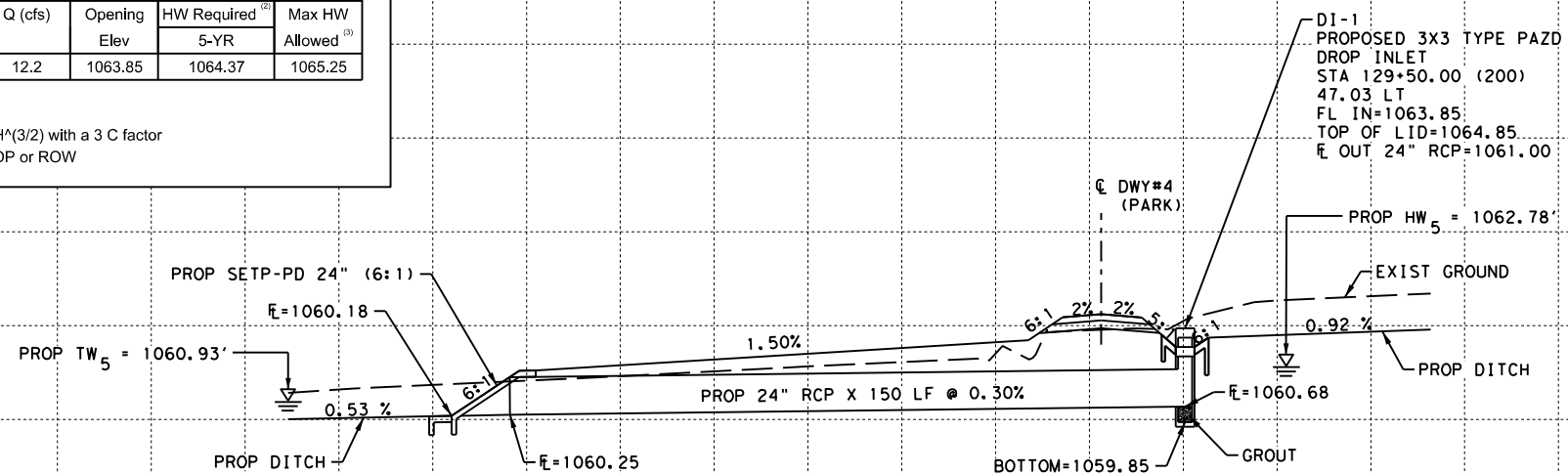
CR 200  
FROM CMTA R.R. TO CR 201

CULVERT LAYOUT  
@ DWY 4

| Drop Inlet Calculation Type PAZD |      |              |                         |         |              |                                    |                               |
|----------------------------------|------|--------------|-------------------------|---------|--------------|------------------------------------|-------------------------------|
| ID                               | Type | Opening size | Weir Length (L)<br>(sf) | Q (cfs) | Opening Elev | HW Required <sup>(2)</sup><br>5-YR | Max HW Allowed <sup>(3)</sup> |
| DI-1                             | PAZD | 4-0.5'x3'    | 10.8                    | 12.2    | 1063.85      | 1064.37                            | 1065.25                       |

**Notes:**

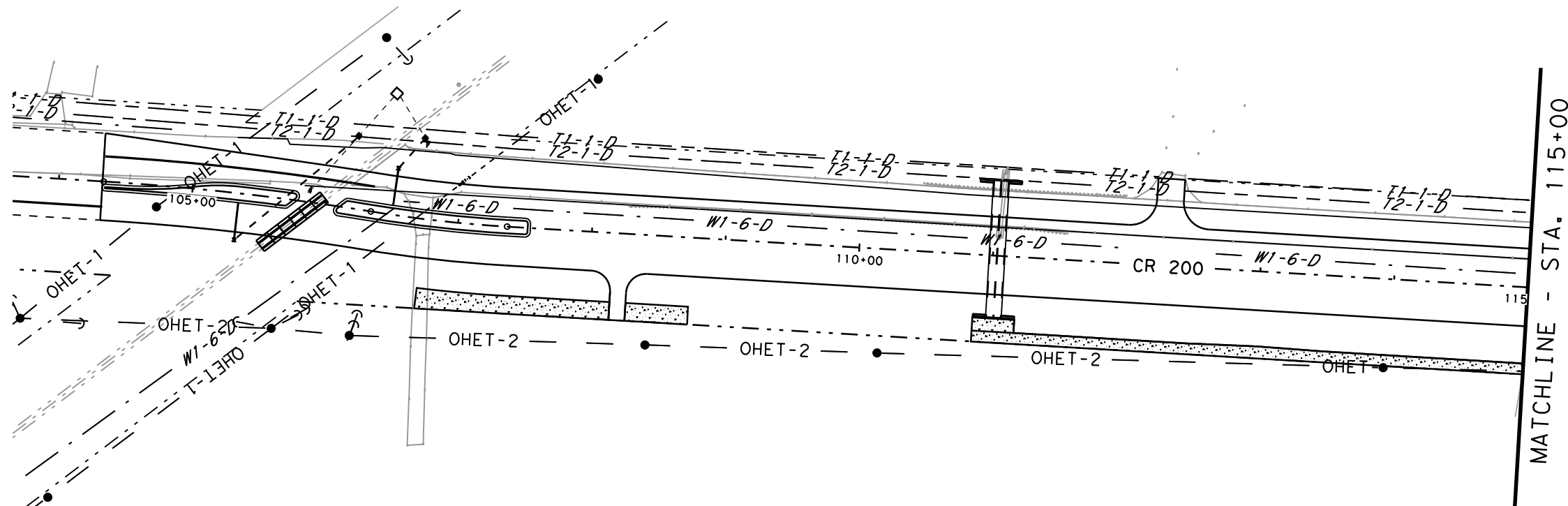
1. Weir Length calculated based on 90% open area
2. HW Required calculated using weir equation,  $Q = CLH^{3/2}$  with a 3 C factor
3. Max HW Allowed determined as the lesser of the EOP or ROW



**CULVERT @ DWY 4  
STA 129+31 (200)**

EXISTING: 1- 12" X 30 LF CMP W/ SET LT & RT  
PROPOSED: REMOVE EXISTING CMP, SET AND RIPRAP  
ADD 150 LF of 24" RCP  
ADD 3X3 TYPE PAZD (SL) UPSTREAM  
ADD SETP-PD (6:1) DOWNSTREAM

Q25 = 12.21 cfs  
V25 = 5.31 ft/s



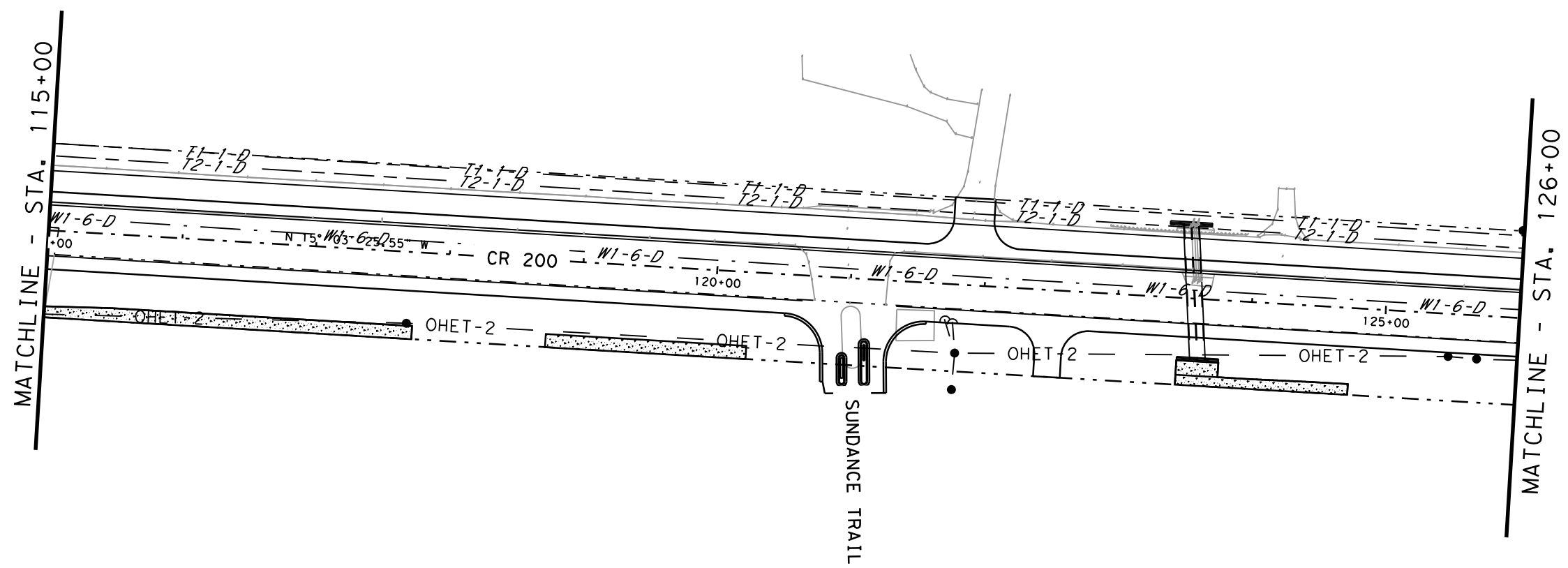
- LEGEND:
- OHET-# — OVERHEAD ELEC/UTILITY
  - - - T#-#-D — BURIED UTILITY
  - W#-#-D — BURIED WATERLINE

THE LOCATION OF UTILITIES INDICATED ON THE PLANS IS APPROXIMATE AND THEIR FULL EXTENTS ARE NOT SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE UTILITY OWNERS PRIOR TO WORKING IN THE AREA, TO CONFIRM THEIR EXACT LOCATIONS, AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

THE PLANS SHOW THE STATUS OF UTILITY LOCATIONS AS OF JUNE 6, 2016.

**INTERIM REVIEW**

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WILLIAMSON COUNTY  
PRECINCT #2

**JONES CARTER**  
Texas Board of Professional Engineers Registration No. F-439  
6330 West Loop South, Suite 150 • Bellaire, Texas 77401 • 713.777.5337

**wsb & ASSOCIATES, INC.**  
FIRM # 16849

CR 200  
FROM CMTA R.R. TO CR 201

**EXISTING UTILITIES**

SPLTDIVS#  
 11:49:41 AM  
 2/19/2019  
 K:\011628-000\Cad\Plan\W440-UTIL\*01.dgn



LEGEND:

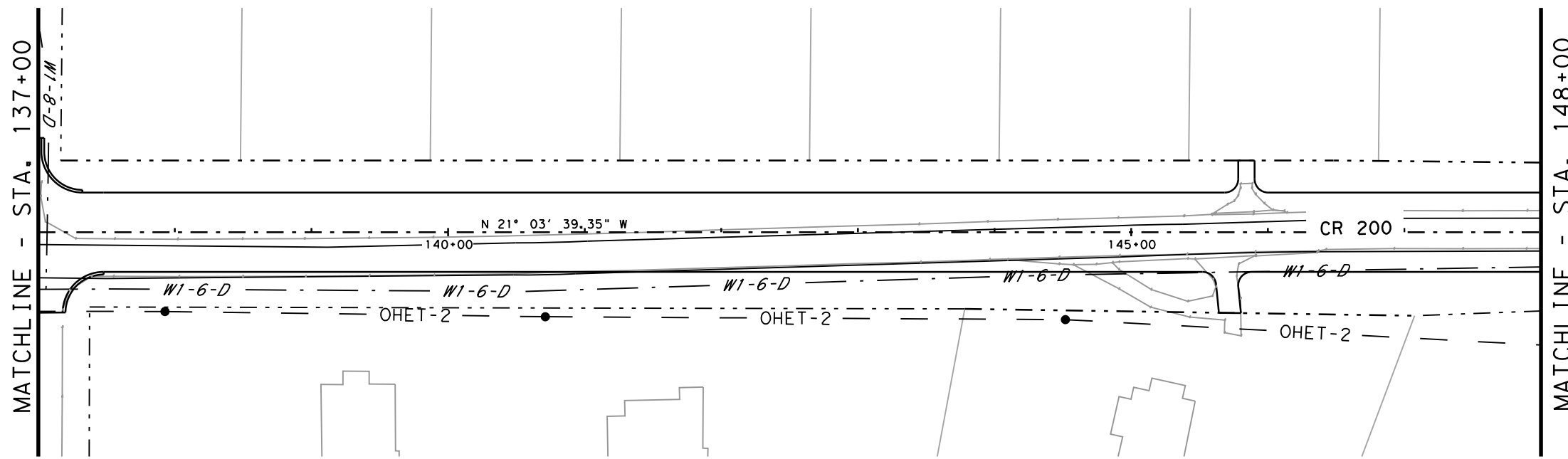
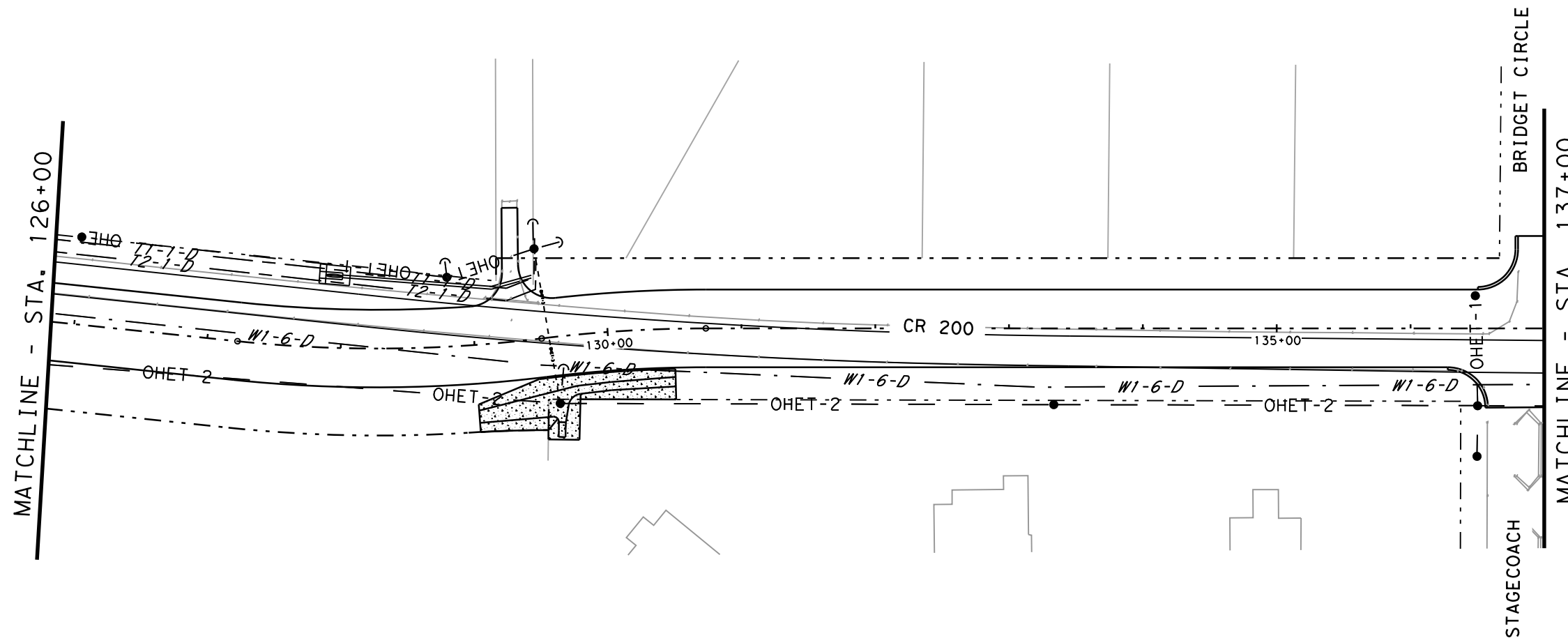
- OHET-# — OVERHEAD ELEC/UTILITY
- - - T#-#-D — BURIED UTILITY
- - - W#-#-D — BURIED WATERLINE

THE LOCATION OF UTILITIES INDICATED ON THE PLANS IS APPROXIMATE AND THEIR FULL EXTENTS ARE NOT SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE UTILITY OWNERS PRIOR TO WORKING IN THE AREA, TO CONFIRM THEIR EXACT LOCATIONS, AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

THE PLANS SHOW THE STATUS OF UTILITY LOCATIONS AS OF JUNE 6, 2016.

**INTERIM REVIEW**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF Daniel A. Rogers, PE 88794 ON 2/19/2019. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



WILLIAMSON COUNTY PRECINCT #2



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EXISTING UTILITIES



**Commissioners Court - Regular Session**

**41.**

**Meeting Date:** 04/30/2019

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**

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

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: CR 101
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for SW Bypass.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for Southeast Corridor.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of property near the County landfill.

**B. Property or Real Estate owned by Williamson County**

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 +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
  - c) Potential governmental uses for 8th Street downtown parking lot
  - d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
  - e) Discuss property usage at Longhorn Junction
  - f) Discuss sale of excess 183A right of way to abutting property owner.
  - g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

**Background**

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 11:19 AM

Started On: 04/25/2019 10:41 AM

**Commissioners Court - Regular Session**

**42.**

**Meeting Date:** 04/30/2019

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) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion

**Background**

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Charlie Crossfield  
 Final Approval Date: 04/25/2019

**Reviewed By**

Andrea Schiele

**Date**

04/25/2019 11:20 AM  
 Started On: 04/25/2019 10:43 AM