

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
May 7, 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 – 19)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-004100	Professional Services	\$6,000.00
To	0100-0503-004541	Vehicle Repairs and Maint	\$6,000.00

6. Discuss, consider and take appropriate action on a line item transfer for the Countywide Records Management/Preservation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0390-0390-003120	Printer Supplies	\$539.00
To	0390-0390-003010	Computer Equipment	\$539.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-004932	DA/Trial Expenses	\$2,000
To	0100-0440-003120	DA/Printer Supplies	\$2,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	\$10,205.22
To	0100.0475.001107	Temp Labor-Seasonal Help	\$9,480.00
To	0100.0475.002010	FICA	\$725.22

9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Auction including one (1) laptop and three (3) desktops, pursuant to Tx. Local Gov't Code 263.152.
10. Discuss, consider and take appropriate action on approving the addendum between Idemia Identity and Security and Williamson County for Annual Help Desk Maintenance Services in the amount of \$5,538 to support the operations of the Williamson County County Attorney's Office, and authorizing the execution of the agreement.
11. Discuss, consider and take appropriate action on approving the ALS Education Affiliation Agreement between Williamson County EMS and RC Health Services.
12. Discuss, consider and take appropriate action on Contract Amendment # 1 under Williamson County Contract for Architectural and Engineering Services between KGA Architecture and Williamson County dated August 28, 2018 for Williamson County Server Building.
13. Discuss, consider and take appropriate action on a Supplemental Agreement to that certain Williamson County Contract for Engineering Services between Williamson County, Texas, and Alliance Engineering Group, Inc. relating to Construction Materials Testing, Construction Observation and Inspection for the Williamson County Exposition RV Park Project.
14. Discuss, consider and take appropriate action on Work Authorization #1 in the amount of \$29,165 to expire on May 31, 2019 under Williamson County Contract for Engineering Services between Alliance Engineering Group, Inc and Williamson County dated May 1, 2018 for Expo RV Park.
15. Discuss, consider and take appropriate action on Work Authorization #2 in the amount of \$31,000.00 to expire on May 15, 2020 under Williamson County Contract for Architectural and Engineering Services between Reliance Architecture, LLC and Williamson County dated January 30, 2019 for M11 Ambulance Station.
16. Discuss, consider and take appropriate action on a Temporary License Agreement between Williamson County (County) and the City of Georgetown (City) granting the City permission to use a portion of County's property located near 6th Street and Pine Street in Georgetown, Texas for purposes of constructing a sidewalk, installing sod where an existing roadway is situated and paving for new parking areas.

17. Discuss, consider and take appropriate action on a proposed variance to the County's OSSF Order.
18. Discuss, consider and take appropriate action on approval of the final plat for the Clearwater Ranch Phase 3 subdivision – Precinct 2.
19. Discuss, consider and take appropriate action for approval of an Access Agreement between Williamson County, Texas, Williamson County Sheriff's Office and Big Fish Entertainment, LLC for the continuation of the Williamson County Sheriff's Office's participation in the "Almost Live" multi-part television series currently entitled "Live PD".

REGULAR AGENDA

20. Discuss and take appropriate action on a resolution by declaring May 20-24, 2019 as Jury Appreciation Week in Williamson County.
21. Discuss, consider and take appropriate action on a proclamation designating the month of May 2019 as Elder Abuse Awareness Month in Williamson County.
22. Discuss, consider and take appropriate action on converting PCN 1900 Specialty Court Coordinator to a Specialty Court Program Coordinator.
23. Discuss, consider and take appropriate action regarding the hiring of a candidate for PCN 0031 in the County Attorney's office.
24. Discuss, consider and take appropriate action regarding the hiring of a candidate for PCN #0015 in the County Attorney's Office.
25. Discuss, consider and take appropriate action regarding the hiring of a candidate for PCN 0018 in the County Attorney's office.
26. Discuss, consider and take appropriate action on approving service agreement for Redundant Site Router Project for Wireless Communications, between Motorola Solutions and Williamson County, in the amount of \$195,000, per DIR Contract #DIR-TSO-4101, and authorizing execution of the agreement.
27. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Williamson County Radio Communications System (WCRCS).

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507.0507.005000	Capital Outlay > \$5,000	\$195,000

28. Receive updates on the Department of Infrastructure projects and issues.
29. Discuss, consider and take appropriate action regarding Change Order No. 1 (Joe Bland Construction) in the amount of -\$1,480.65 for Ronald Reagan at Santa Rita, a Road Bond project in Commissioner Pct. 2.
Project: P328 Funding: Road & Bridge

30. Discuss, consider, and take appropriate action regarding Change Order No. 1 (Cox Commercial Communications) in the amount of \$32,028.08 for SH 29 Intersection at CR 200 / Loop 332, a Road Bond Project in Commissioner Pct. 2. Project: P285. Funding Source: Road Bond
31. Discuss, consider and take appropriate action on Contract Amendment # 2 under Williamson County Contract for Architectural and Engineering Services between KGA Architecture and Williamson County dated August 21, 2018 for Williamson County Inner Loop Annex.
32. Discuss, consider and take appropriate action on a Professional Services Contract for Asbestos Investigation Services between Williamson County and Baer Engineering and Environmental Consulting, Inc. for the Williamson County Inner Loop Annex & Communications Buildings and authorizing execution of the contract.

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)."

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

- 34.** 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
- 35.** 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).
- v) Property damage claim from City of Georgetown occurring on or about July 11, 2018.
- w) Property damage claim from Texas Municipal League occurring on or about August 23, 2018.

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

REGULAR AGENDA (continued)

- 37.** Discuss and take appropriate action concerning economic development.
- 38.** Discuss and take appropriate action concerning real estate.
- 39.** 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.
 - 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).

- v) Property damage claim from City of Georgetown occurring on or about July 11, 2018.
- w) Property damage claim from Texas Municipal League occurring on or about August 23, 2018.

- 40.** 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.
- 41.** Comments from Commissioners.

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 3rd day of May, 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**2.****Meeting Date:** 05/07/2019

Off Right-of-Way Work

Submitted By: Andrea Schiele, County Judge**Department:** County Judge

Information**Agenda Item**

Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsOff ROW Work

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Date

05/02/2019 10:48 AM

Started On: 05/02/2019 10:44 AM

OFF ROW WORK

<u>DATE</u>	<u>NAME</u>	<u>MAIL ADDRESS</u>	<u>LOCATION OF WORK BEING DONE</u>	<u>BRIEF DESCRIPTION OF WORK</u>	<u>PRCT.</u>
4/25/2019	Pekar Holdings LLC	6110 CR 347 Granger, TX 76530	2200/2550 CR 347 Granger, TX 76530	For the purpose of constructing, excavating, filling and grading necessary for the proper facilitation of drainage to the property of Pekar LLC downstream of the existing cross culverts, and any associated clearing, tree or plant therewith, in, along, upon and across the Property as necessary to carry out the purposes of this easement.	4

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Pekar LLC (Parcel No. R013003)**, hereafter referred to as Grantor(s), whether one or more, in consideration of Five Dollars (\$5.00) and other good and valuable consideration paid by the County Engineer, or designee, the receipt of which is hereby acknowledged, does hereby grant to Williamson County, its agents, contractors, successors and assigns (referred to as "County"), a temporary construction easement for the purpose of constructing, excavating, filling and grading necessary for the proper facilitation of drainage to the property of Grantor(s) downstream of the existing cross culverts, and any associated clearing, tree or plant therewith, in, along, upon and across the Property as necessary to carry out the purposes of this easement. The construction and/or removal of any improvements, driveway, curbs, fence, or other related facilities on the Property shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on **EXHIBIT "A"**.

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in **EXHIBIT "A"**, County shall at its expense and within ninety (90) days of completion of the work restore any Property injured or damaged by County's use of the Property and activities thereon, including specifically landscaping, irrigation or other vegetation, to substantially the same condition as existed previous to County's entry upon the Property, taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area shall revert to and become the responsibility of the Grantor(s), Grantor's successors, and assigns, all interest conveyed shall terminate twelve months after the beginning of the work upon the Property, or on the date of completion of construction of the Project, whichever occurs first.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 24
day of April, 2019.

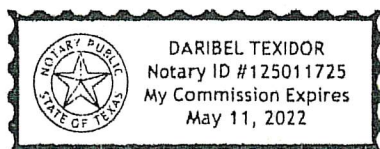
James M. Pekar
By: James M. Pekar
Its: Manager

Acknowledgment

State of Texas §
 §
County of Williamson §

This instrument was acknowledged before me on this the 24 day of April, 2019
by James M. Pekar, in the capacity and for the purposes and consideration
recited herein.

[Signature]
Notary Public, State of Texas






NOTES:

1. THIS TEMPORARY CONSTRUCTION EASEMENT SHALL BE IN FULL FORCE AND EFFECT AT ALL TIMES DURING THE CONSTRUCTION OF THE PROJECT. THIS TEMPORARY CONSTRUCTION EASEMENT SHALL BE LIMITED TO THE ACTIVITIES DESCRIBED ABOVE. THIS TEMPORARY CONSTRUCTION EASEMENT SHALL NOT BE USED FOR ANY OTHER PURPOSES. THE EASEMENT SHALL REVERT TO AND BECOME THE RESPONSIBILITY OF THE GRANTOR, PEKAR LLC, UPON COMPLETION OF THE PROJECT. THE EASEMENT SHALL TERMINATE TWELVE MONTHS AFTER THE BEGINNING OF THE WORK UPON THE PROPERTY, OR ON THE DATE OF COMPLETION OF CONSTRUCTION OF THE PROJECT, WHICHEVER OCCURS FIRST.

NO.	REVISION	BY	DATE

	
WILLIAMSON COUNTY DEPT. OF WILLIAMSON COUNTY INFRASTRUCTURE	

CR 347	
PEKAR LLC - EXHIBIT "A"	

Prepared by	RCM
Checked by	JL
Drawn by	RCM
Created by	JL

3151 S.E. INNER LOOP, SUITE B GEOGRAPHIC 943-3338 www.wco.org	
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Commissioners Court - Regular Session**5.****Meeting Date:** 05/07/2019

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

Submitted For: Jay Schade**Submitted By:** Tammy McCulley, Information Technology**Department:** Information Technology**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Funds are needed to maintain vehicle repairs and maintenance. Currently, ITS has 14 vehicles to maintain and have exhausted the \$6,000 that was approved last year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-004100	Professional Services	\$6,000.00
To	0100-0503-004541	Vehicle Repairs and Maint	\$6,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Tammy McCulley

Final Approval Date: 04/30/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

04/30/2019 08:25 AM

04/30/2019 02:52 PM

Started On: 04/29/2019 01:11 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 05/07/2019

Discuss, consider and take appropriate action on a line item transfer for Rcds Mgmt/Prsrv Fd-Co Wide

Submitted For: Jay Schade**Submitted By:** Tammy McCulley, Information Technology**Department:** Information Technology**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Countywide Records Management/Preservation Fund.

Background

Replacing both PC's instead of just 1 - both have warranty end dates of 2017. Service tags HXNTL02 and GRMJM02.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0390-0390-003120	Printer Supplies	\$539.00
To	0390-0390-003010	Computer Equipment	\$539.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Tammy McCulley

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

05/02/2019 10:57 AM

05/02/2019 11:14 AM

Started On: 05/02/2019 10:36 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 05/07/2019

Line Item Transfer

Submitted By: Ronnie Simek, District Attorney**Department:** District Attorney**Agenda Category:** Consent

Information**Agenda Item**

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

Background

We are requesting a line item transfer of \$2,000.00 from 0100-0440-004932 (Trial Expenses) into 0100-0440-003120 (Printer Supplies).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-004932	DA/Trial Expenses	\$2,000
To	0100-0440-003120	DA/Printer Supplies	\$2,000

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Ronnie Simek

Final Approval Date: 04/30/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

04/30/2019 01:32 PM

04/30/2019 03:15 PM

Started On: 04/30/2019 09:34 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 05/07/2019

Line Item Transfer

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

Information**Agenda Item**

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

Background

The funds are being requested to transfer from our Legislative Supplement to pay for Temp/Seasonal employees in the County Attorney's office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	\$10,205.22
To	0100.0475.001107	Temp Labor-Seasonal Help	\$9,480.00
To	0100.0475.002010	FICA	\$725.22

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Stephanie Lloyd

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

05/02/2019 11:00 AM

05/02/2019 11:13 AM

Started On: 05/02/2019 08:42 AM

Commissioners Court - Regular Session**9.****Meeting Date:** 05/07/2019

Assets for Auction

Submitted For: Randy Barker**Submitted By:** Randy Barker, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Auction including one (1) laptop and three (3) desktops, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached lists for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Auction Tech 5/7/19

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Randy Barker
Final Approval Date: 05/02/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

05/02/2019 11:02 AM
05/02/2019 11:52 AM
Started On: 05/02/2019 10:58 AM

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Precision T1700 A# 77149	Service Tag: 99D59Z1	1113	<input type="checkbox"/>
	(ALREADY RETIRED)			<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Parties involved:**FROM** (Transferor Department): ITS (Dept 503)
**Transferor - Elected Official/Department Head/
Authorized Staff:**

Tammy McCulley

Print Name



Signature

4/25/2019

Date

Contact Person:

Tammy McCulley

Print Name

943-1456

Phone Number

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



Print Name

Signature

Date

Contact Person:

APR 29 2019

Print Name

 AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	OPTIPLEX 780 A# 65150	SEERVICE TAG # BZBJXV1	8308	Working <input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Parties involved:

FROM (Transferor Department): CONSTABLE PCT. 3

Transferor - Elected Official/Department Head/
Authorized Staff:

THERESA LOCK

Print Name

Signature

Contact Person:

THERESA LOCK

Print Name

943-1436

Phone Number

4/25/2019

Date

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

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

Contact Person:

APR 29 2019

Print Name

Print Name

Signature

Date

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Windows XP Home Edition tower	RC1 478005	4376	

A# 32585

Parties involved:FROM (Transferor Department): CCL#1**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

BRANDY HALLFORD

Sharon Huck

Print Name

Print Name

Brandy Hallford

4/30/19 31202

Signature

Date Phone Number

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

RECEIVED

Print Name

Print Name

Signature

Date Phone Number

APR 30 2019

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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Williamson County

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 760 A# 53236	Service Tag: 8NDMHK1	9173	<input type="checkbox"/>
	(ALREADY RETIRED)			<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Parties involved:**FROM** (Transferor Department): Facilities - Dep 509**Transferor - Elected Official/Department Head/**
Authorized Staff:

Gina Wrehnsnig

Print Name

G.W.

Signature

4.25.19

Date

Contact Person:

Gina Wrehnsnig

Print Name

512-943-1599

Phone Number

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

RECEIVED

Print Name

Print Name

APR 29 2019

Signature

Date

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session**10.****Meeting Date:** 05/07/2019

County Attorney Idemia Addendum

Submitted For: Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the addendum between Idemia Identity and Security and Williamson County for Annual Help Desk Maintenance Services in the amount of \$5,538 to support the operations of the Williamson County County Attorney's Office, and authorizing the execution of the agreement.

Background

This addendum is for the continuation of annual help desk maintenance for the County Attorney's Live Scan finger printing system. This expenditure will be charged to 01.0100.0475.004505. Funding was approved in the FY2019 budget. Department contact is Stephanie Lloyd.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Idemia Addendum](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Erica Smith
Final Approval Date: 05/02/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

05/02/2019 08:38 AM
05/02/2019 11:22 AM
Started On: 04/26/2019 03:18 PM

**Idemia Identity & Security**

5705 W. Old Shakopee Road
Suite 100
Bloomington, MN 55437-3107
USA
Phone (800) 932-0890
FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
QUOTATION****QUOTE ID:** 15813**QUOTE DATE:** 04/16/18**CUSTOMER ID:** ZTX0K0031**PRICE LIST:** SL-LAWENF**BILL TO:** WILLIAMSON COUNTY ATTORNEY

405 S MLK - BOX 7

GEORGETOWN, TX 78626

United States

COVERAGE**START DATE:** 10/01/18**END DATE:** 09/30/19

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION: WILLIAMSON COUNTY ATTORNEY - 405 S MLK - BOX 7 GEORGETOWN, TX 78626				
5600-TPE-ED-MHD TPE-5600-ED	ANNUAL HELP DESK MAINTENANCE	AEY107001060	1	\$2,315.00
PRT- DUP- MHD TPE-PRT-DUP	ANNUAL HELP DESK MAINT	56260-002	1	\$172.00
CEN- TXIAS- MHD TP-CEN-TXIAS	ANNUAL HELP DESK MAINT	56260-003	1	\$564.00
5600-TPE-ED-MHD TPE-5600-ED	ANNUAL HELP DESK MAINTENANCE	AEY127001061	1	\$2,315.00
PRT- DUP- MHD TPE-PRT-DUP	ANNUAL HELP DESK MAINT	56271-002	1	\$172.00
TOTAL:				\$5,538.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
---------------------------------	-----------------------------------------	----	--------------------------------------------	----	------------------------------------------

NAME: COLLEEN HANEY
TITLE: Maintenance Contract Admin
PHONE: (952) 945-3338
FAX: (952) 852-8747
EMAIL: CHaney@morphotrust.com

PO NUMBER: _____
SIGNATURE BY: _____
NAME(Print) / DATE: _____
TITLE: _____
PHONE / FAX: _____
EMAIL: _____

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

Commissioners Court - Regular Session**11.****Meeting Date:** 05/07/2019

WC - RC Health Education Affiliation Agreement

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the ALS Education Affiliation Agreement between Williamson County EMS and RC Health Services.

Background

This is a request to approve the affiliation agreement with RC Health Services. This will allow students of RC Health Services that are Round Rock Fire Department personnel to receive supervised experience in a professional setting under direct supervision of WCEMS qualified personnel during and EMS ride out.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Agreement](#)[Insurance](#)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 05/02/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

05/02/2019 09:13 AM

05/02/2019 11:35 AM

Started On: 05/01/2019 03:36 PM

**ALS EDUCATION AFFILIATION AGREEMENT
FOR
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES
AND
RC Health Services**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and RC Health Services (hereinafter referred to as "RC Health").

RECITALS:

RC Health provides courses of study in emergency medical services to students enrolled in its AEMT program of study.

RC Health desires program components that will provide to the student's clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to RC Health for the Round Rock Fire Department students only enrolled in the Advanced Emergency Medical Technician program of study.

COUNTY and RC Health desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF RC Health

1. RC Health shall be responsible for their supervised instruction and grading of Round Rock Fire Department students. Round Rock Fire Department students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.
2. RC Health instructors shall possess current and appropriate professional credentials or certifications and RC Health shall be responsible for the coordination and implementation of the program of study.
3. Services rendered by RC Health instructors and students shall be without charge to COUNTY. RC Health instructors and students shall not be responsible for the quality of patient or client care.
4. Neither RC Health instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.
5. RC Health shall annually provide COUNTY with anticipated enrollments of Round Rock Fire Department students for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
6. RC Health shall provide COUNTY with a list of Round Rock Fire Department students authorized to participate in the clinical instruction facilitated under this Agreement. RC Health shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. RC Health shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. RC Health shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, RC Health Services shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of RC Health's students, employees and faculty under this Agreement. RC Health shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. RC Health agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

9. RC Health agrees to secure a release of liability form from each student from Round Rock Fire Department and faculty member who will participate in the program in a form acceptable to COUNTY.

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating Round Rock Fire Department students. COUNTY agrees to provide evaluations for student course-work done on forms provided by RC Health.

11. COUNTY shall provide an orientation session to inform Round Rock Fire Department students and RC Health staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify RC Health of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an RC Health credited facility. Representatives of RC Health crediting agency for RC Health shall be permitted to conduct inspections for purposes relating to RC Health's accreditation.

14. COUNTY shall cooperate with RC Health in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for an RC Health student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:
- A. Meet annually, or more often as needed, to schedule use of the facilities;
 - B. Meet on a per semester basis to set the number of Round Rock Fire Department students allowed to participate;
 - C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by RC Health crediting standards;
 - D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
 - E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of RC Services, its employees, agents or students under this Agreement. RC Services shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX
78627
512-943-1264

And

Robert Chambers III
Chief Executive Officer
RC Health Services
1801 Country Place Parkway
Suite 109
Pearland, Texas
77584

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include \$1.75/hour per ALS student to be paid by RC Health to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. RC Health acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from RC Health that RC Health, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. RC Health instructors and Round Rock Fire Department students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each RC Health instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

29. This agreement is effective when all parties have executed it. The term of the Agreement is from June 1, 2019 through December 31, 2020 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.

30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give RC Health written notification stating the date of suspension and the date on which participation is anticipated to resume.

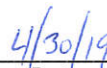
Williamson County:

Bill Gravell Jr.
Williamson County Judge

Date



Mike Knipstein
Director Williamson County EMS

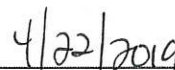


Date


RC Health Services:



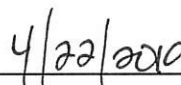
Robert Chambers III
Chief Executive Officer
RC Health Services



Date



Heather Mewis
EMS Program Coordinator



Date

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of ACC course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/4/2018

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

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

PRODUCER Bill Beatty Insurance Agency, Inc. 1202 Richardson Dr., Suite 100 Richardson, Texas 75080 (800) 451-8358	CONTACT NAME:	
	PHONE (A/C No. Ext): 800-451-8358	FAX (A/C, No): 866-412-0023
INSURED RC Health Services 1801 Country Place Pkwy., Suite 109 Pearland, Texas 77584-5121	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Casualty Company of Reading, PA	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Student Blanket Professional Liability			#0651894085	10/30/2018	10/20/2019	\$1,000,000 per Occurrence \$5,000,000 Aggregate

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

This is a Student Blanket Professional Liability policy that covers the Health Occupation students, the faculty and the school.

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE

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

AUTHORIZED REPRESENTATIVE

Joe Dethlefsen

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Commissioners Court - Regular Session**12.****Meeting Date:** 05/07/2019

KGA Contract Amendment #1 - P469 Server 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 Contract Amendment # 1 under Williamson County Contract for Architectural and Engineering Services between KGA Architecture and Williamson County dated August 28, 2018 for Williamson County Server Building.

Background

This Contract Amendment # 1 is to adjust KGA Architecture's rate schedule and to add IT Consulting as an additional service.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsP469-KGA-CA1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 04/30/2019

Reviewed By

Andrea Schiele

Date

04/30/2019 01:48 PM

Started On: 04/30/2019 08:46 AM

**CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING SERVICES**

This Contract Amendment No. 1 to Williamson County Agreement for Architectural and Engineering Services ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and KGA Architecture, Inc. (the "A/E").

RECITALS

WHEREAS, the County and the A/E previously executed that certain Agreement for Architectural and Engineering Services (the "Agreement"), being dated effective August 28, 2018, wherein A/E agreed to perform certain professional Architectural and Engineering Services in connection with the Williamson County Server Building ("Project");

WHEREAS, it has become necessary to supplement, modify and amend the Agreement, in accordance with the provisions thereof, in order to set forth A/E's updated rates and to add Additional Services that have become necessary for the Project;

AGREEMENT

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

I. Amendment to Exhibit D - Rate Schedule

Pursuant to the CPI Rate Adjustments provisions set forth in the original Rate Schedule of the Agreement, County and A/E hereby agree the Rate Schedule attached hereto as **Attachment 1** shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

II. Scope of Additional Services

A/E hereby agrees to provide the Additional Services set forth in **Attachment 2**, which is attached hereto and incorporated herein by reference.

III. Additional Services Compensation

A/E will perform the above described Additional Services for the not-to-exceed amount of **Twenty-Five Thousand Dollars (\$25,000.00)**.

IV. Schedule

A/E will commence performance of the Additional Services immediately upon receipt of County's notice to proceed. A/E shall complete the Additional Services within 764 calendar days of County's notice to proceed.

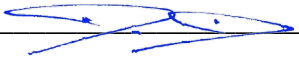
V. Terms of Agreement Control and Extent of Amendment No. 1

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

VI. IN WITNESS WHEREOF, the County and the A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

KGA Architecture

By: _____

Printed Name: Rick Romito

Title: Partner, COO/CFO

Date: April 25, 2019

COUNTY:

Williamson County, Texas

By: _____

Printed Name: Bill Gravell Jr.

Title: Williamson County Judge

Date: _____, 20____

Attachment 1

KGA RATE SCHEDULE BY CATEGORY / POSITION

POSITION	HOURLY BILLING RATE
Accountant	\$55.00 to \$60.00
Accounting Manager	\$96.07
Administration	\$57.50 to \$89.00
Architect	\$84.00 to \$115.00
CAD Operator	\$67.50 to \$88.00
Clerical	\$47.00 to \$49.00
Contract Admin Coordinator	\$100.00 to \$105.00
Designer	\$40.00 to \$126.00
Interior Designer	\$75.00 to \$105.00
Partner	\$110.00 to \$165.00
Project Coordinator	\$70.00 to \$85.00
Project Manager	\$105.00 to \$125.00
Senior CAD Operator	\$86.50 to \$100.00
Senior Project Manager	\$145.00 to \$210.00
Senior Partner	\$292.06

AG&E RATE SCHEDULE BY CATEGORY / POSITION

POSITION	HOURLY BILLING RATE
Principal in Charge	\$215.40
Senior Project Manager	\$160.00
Quality Assurance/Quality Control Review Engineer	\$157.70
Project Engineer	\$115.40
Quality Assurance/Quality Control Review BIM Technician	\$129.25
BIM Technician	\$96.93

AGNEW RATE SCHEDULE BY CATEGORY / POSITION

POSITION	HOURLY BILLING RATE
Principal & Mechanical	\$170.00
Electrical Engineer	\$125.00
Graduate Engineer	\$100.00
Designer	\$85.00
Support	\$55.00

CUNNINGHAM ALLEN RATE SCHEDULE BY CATEGORY / POSITION

POSITION	HOURLY BILLING RATE
Principal	\$250.00
Associate	\$195.00
Senior Project Manager	\$175.00
Senior Project Engineer PE	\$150.00
Project Engineer PE	\$140.00
Graduate Engineer II	\$120.00
Senior Engineering Designer/Planner	\$135.00
Senior Engineering Designer	\$125.00
Engineering Designer II	\$115.00
CAD Technician	\$100.00
Survey Manager RPLS	\$155.00
Survey Crew - 2 person crew	\$160.00
Survey Crew - 3 person crew	\$185.00
Administrative Assistant	\$65.00

DATAKOM RATE SCHEDULE BY CATEGORY / POSITION

POSITION	HOURLY BILLING RATE
Principal	\$190.00
Senior Technology Consultant	\$145.00
Contract Administration	\$98.00
Technology Support (CAD / BIM)	\$65.00
Clerical / Accounting	\$56.00

Attachment 2

The scope of services for Additional Service is as follows:

- Information Technology infrastructure
- Electronic Security
- Outside Plant (building communications connectivity)

GENERAL

The scope of services herein includes the following:

- Standalone Server Building
- Secure Vestibule/work area
- Server Room/White Space
- Generator Yard
- Total area 1,200 GSF
- Existing Server Room in the Justice Center Annex and associated IDFs (telecom rooms) will need to be re-fed with new copper/fiber backbone cabling to the new Server Room
- Create separate construction drawings and specification detailing this additive scope of work.
- Coordination with A/E team and User.
- Assist the Owner / Architect with bid evaluations and recommendations.
- Contract Administration including submittal review/comment, RFI review/response, and periodic site observation visits with supporting job field reports

INFORMATION TECHNOLOGY

Information Transport Systems infrastructure to include:

- Technology infrastructure design to support voice and data.
- UTP cabling with medium density work-area outlets.
- Telecom Rooms (TR's) design, layout and connectivity.
- Infrastructure design to support wireless access connectivity in specific building areas.
- Construction documents, including detailed designs and CSI format specifications.
- Coordination of the Information Technology system design and requirements with the A/E design team.
- Assist the Owner / Architect with bid evaluations and recommendations.
- Contract Administration including submittal review/comment, RFI review/response, and periodic site observation visits with supporting job field reports.

ELECTRONIC SECURITY

Electronic Security systems design to include:

- Access Control
- Intrusion Detection
- Electronic Surveillance
- Emergency Notification and Duress
- Construction documents, including detailed designs and CSI format specifications.
- Coordination of Electronic Security systems with A/E design team.
- Assist the Owner / Architect with bid evaluations and recommendations.
- Contract Administration including submittal review/comment, RFI review/response, and periodic site observation visits with supporting job field reports.

OUTSIDE PLANT

Building communications connectivity, including both cabling and conduit pathway, to the existing campus utility / tunnel system or the nearest available Telecommunications manhole.

- Construction documents, including detailed designs and CSI format specifications.
- Coordination of communication system pathways with the A/E design team.
- Assist the Owner / Architect with bid evaluations and recommendations.
- Contract Administration including submittal review/comment, RFI review/response, and periodic site observation visits with supporting job field reports.

ASSUMPTIONS

Building Information Modeling (Revit) will be used for this project. DDG will provide major Information Transport System components, including cable tray, conduits/conduit sleeves greater than 2", and conduit ductbanks, for inclusion in the A/E team Revit model and to be used for collision detection and design coordination amongst the A/E team.

Contract Administration to include site observation visits during the construction activities related to the consultant's disciplines to observe the quality of work and to determine in general if the work is proceeding in accordance with the Contract Documents.

EXCLUSIONS

General

Commissioning and testing of the technology systems.

"All" construction progress meetings (DataCom Design Group will conduct periodic on-site visits but will not be responsible for project management).

Record documents (drawings and specifications).

Information Technology

Fire alarm systems, clocks, paging, radio, PBX, building automation, satellite systems, voice and data active equipment (LAN's/WAN's).

Distributed Antenna Systems (DAS) consultation and design.

AudioVisual / Cable Television / Acoustics – consultation and design services for these disciplines

Electronic Security

Remote Central Dispatch Center

Fire Alarm system intercom, including Areas of Refuge

Threat Vulnerability consultation and reporting.

Outside Plant

Conduit connectivity, including both conduit pathway and cabling, other than to the nearest available Telecommunications service point.

Service Provider contract negotiations.

Commissioners Court - Regular Session**13.****Meeting Date:** 05/07/2019

Alliance Engineering Supplemental Agreement - P464 Expo RV Park

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 a Supplemental Agreement to that certain Williamson County Contract for Engineering Services between Williamson County, Texas, and Alliance Engineering Group, Inc. relating to Construction Materials Testing, Construction Observation and Inspection for the Williamson County Exposition RV Park Project.

Background

Due to weather delays, the concrete work was separated into smaller phases of concrete pours causing Alliance to make more trips for testing each pour than was agreed upon in the original Scope of Service. The additional trips and testing constituted additional services. The compensation to be paid to Alliance for the additional services is \$4,801.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsP464 Alliance SA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/01/2019

Reviewed By

Andrea Schiele

Date

05/01/2019 10:42 AM

Started On: 05/01/2019 10:11 AM

SUPPLEMENTAL AGREEMENT
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY EXPO RV PARK ("Project")

This Supplemental Agreement to Williamson County Contract for Engineering Services ("Supplemental Agreement") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Engineering Group, Inc. (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed a Contract for Engineering Services (the "Contract"), being dated effective May 3, 2018, wherein Engineer agreed to perform certain Construction Materials Testing, Construction Observation and Inspection for the Williamson County Exposition RV Park Project ("Project");

WHEREAS, due to weather delays, the concrete work was separated into smaller phases of concrete pours causing Engineer to make more trips for testing each pour than was agreed upon in the original Scope of Service;

WHEREAS, this Supplemental Agreement provides the Additional Services compensation for Engineer's professional services related to the above described necessary modifications; and

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

AGREEMENT

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

I. Scope of Additional Services

Engineer provided the Additional Services set forth and described in **Exhibit "A"**, which is attached hereto and incorporated herein for all purposes.

II. Additional Services Compensation

County shall pay Engineer **\$4,801.00** for performance of the above described Additional Services.

III. Terms of Contract Control and Extent of Supplemental Agreement

All Additional Services described herein will be performed in accordance with the terms and conditions of the Contract. 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.

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

Engineer:

COUNTY:

Alliance Engineering Group, Inc.

Williamson County, Texas

By: 

By: _____

Printed Name: WAYNE A. EDWARDS

Printed Name: _____

Title: PRESIDENT

Title: _____

Date: 4/24, 2019

Date: _____, 20____

Exhibit "A"

INVOICE

APPROVED FOR PAYMENT

TO: Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

[Signature]
Authorized Signature

INVOICE DATE

11/30/2018

ATTN: Mr. Dwayne Gossett

Date

3/25/19
P464 - Expo RV Park

INVOICE AMOUNT

\$ 4,801.00

PHN: (512) 943-1611

CELL #

E-MAIL Dgossett@wilco.org

Budget Line Item

\$ 4801.00

Amount

INVOICE NUMBER

AC18-0405-06

PROJECT: Expo Center RV Park

PROJECT NUMBER: AC18-0405

PURCHASE ORDER NO:

PROFESSIONAL SERVICES FOR THE PERIOD FROM 9/26/18 thru 11/25/18

REPORT #	TECH	DATE	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
			Deduct Tech hours previously billed on daily #66 AC18-0405-05				
66	PL	09/21/18	Technician - NICET	-1.333	Hrs.	\$ 48.00	\$ (64.00)
		09/21/18	Technician - NICET	3	Hrs.	\$ 48.00	\$ 144.00
		09/21/18	In-Place Densities (passing 0/9)	9	Ea.	\$ 20.00	\$ 180.00
		09/21/18	Administrative / Clerical	0.5	Hrs.	\$ 48.00	\$ 24.00
		09/21/18	Engineering Oversight/Report Review	1	Ea.	\$ 25.00	\$ 25.00
		09/21/18	Vehicle Charge	1	Trip	\$ 30.00	\$ 30.00
67	CDL	09/25/18	Technician - NICET (re-testing)	2.5	Hrs.	\$ 48.00	\$ 120.00
		09/25/18	In-Place Densities (passing 0/9)	9	Ea.	\$ 20.00	\$ 180.00
		09/25/18	Administrative / Clerical	1	Hrs.	\$ 48.00	\$ 48.00
		09/25/18	Engineering Oversight/Report Review	1	Ea.	\$ 25.00	\$ 25.00
		09/25/18	Vehicle Charge	1	Trip	\$ 30.00	\$ 30.00
68	BR	10/03/18	Technician - ACI	3	Hrs.	\$ 48.00	\$ 144.00
		10/03/18	Concrete Cylinders	4	Ea.	\$ 16.00	\$ 64.00
		10/03/18	Administrative / Clerical	1	Hrs.	\$ 48.00	\$ 48.00
		10/03/18	Engineering Oversight/Report Review	2	Ea.	\$ 25.00	\$ 50.00
		10/03/18	Vehicle Charge	1	Trip	\$ 30.00	\$ 30.00
	BR	10/04/18	Technician (cylinder pick-up)	1	Hrs.	\$ 48.00	\$ 48.00
		10/04/18	Vehicle Charge	1	Trip	\$ 30.00	\$ 30.00
69	CE	10/29/18	Technician - NICET	4	Hrs.	\$ 48.00	\$ 192.00
		10/29/18	In-Place Densities (passing 42/42)	42	Ea.	\$ 20.00	\$ 840.00
		10/29/18	Administrative / Clerical	1	Hrs.	\$ 48.00	\$ 48.00
		10/29/18	Engineering Oversight/Report Review	1	Ea.	\$ 25.00	\$ 25.00
		10/29/18	Vehicle Charge	1	Trip	\$ 30.00	\$ 30.00
DUE UPON RECEIPT				PAGE TOTAL		\$	✓ 2,291.00

Thank You, We Appreciate your Business

MANAGER APPROVAL: *[Signature]*

ALLIANCE ENGINEERING GROUP, INC.
200 Mustang Cove; Taylor, Texas 76374
Phone: (812) 281-4688 Fax: (512) 281-4191

INVOICE

TO: Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

INVOICE DATE
11/30/2018

ATTN: Mr. Dwayne Gossett

INVOICE AMOUNT
\$ 4,801.00

PHN: (512) 843-1811
CELL #
E-MAIL: Dgossett@wilco.org

INVOICE NUMBER
AC18-0405-08

PROJECT: Expo Center RV Park
PROJECT NUMBER: AC18-0405
PURCHASE ORDER NO:

PROFESSIONAL SERVICES FOR THE PERIOD FROM 9/20/18 thru 11/25/18

REPORT #	TECH	DATE	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
70	JT	11/07/18	Technician - TxDOT 1A or 1B	11.6	Hrs.	\$ 50.00	\$ 644.00
		11/07/18	Extraction / Gradation (Tex 236F)	3	Ea.	\$ 225.00	\$ 675.00
		11/07/18	Max Theoretical Gravity (Rise) Tex 227	3	Ea.	\$ 60.00	\$ 180.00
		11/07/18	Stability (Set of 3) Tex 207F, 208F	3	Set	\$ 50.00	\$ 150.00
71	CE	11/07/18	Lab Molded Density (Tex 207F pt 1)	3	Set	\$ 45.00	\$ 135.00
		11/07/18	Administrative / Clerical	3	Hrs.	\$ 48.00	\$ 144.00
		11/07/18	Engineering Oversight/Report Review	3	Ea.	\$ 25.00	\$ 75.00
		11/07/18	Vehicle Charge	1	Trip	\$ 30.00	\$ 30.00
		11/13/18	Technician - TxDOT 1A or 1B	4	Hrs.	\$ 56.00	\$ 224.00
		11/13/18	In-Place HMA Thickness/Density (140E)	3	Ea.	\$ 50.00	\$ 150.00
		11/13/18	Administrative / Clerical	1	Hrs.	\$ 48.00	\$ 48.00
		11/13/18	Engineering Oversight/Report Review	1	Ea.	\$ 25.00	\$ 25.00
		11/13/18	Vehicle Charge	1	Trip	\$ 30.00	\$ 30.00
DUE UPON RECEIPT				PAGE TOTAL		\$ ✓ 2,610.00	

Thank You, We Appreciate your Business

MANAGER APPROVAL:

[Signature]

Commissioners Court - Regular Session**14.****Meeting Date:** 05/07/2019

Alliance Engineering WA#1 - P464 Expo RV Park

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 #1 in the amount of \$29,165 to expire on May 31, 2019 under Williamson County Contract for Engineering Services between Alliance Engineering Group, Inc and Williamson County dated May 1, 2018 for Expo RV Park.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsP464 Alliance WA1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/01/2019

Reviewed By

Andrea Schiele

Date

05/01/2019 10:43 AM

Started On: 05/01/2019 10:24 AM

WORK AUTHORIZATION NO. 1

PROJECT: P464 Expo RV Park

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated May 1, 2018 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Engineering Group, 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 \$29,165.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on May 31, 2019. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20____.

ENGINEER:

ALLIANCE ENGINEERING GROUP, INC.

COUNTY:

Williamson County, Texas

By: 

Signature

WAYNE A. EDWARDS

Printed Name

PRESIDENT

Title

By: _____

Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by 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 Engineer

Please see next pages.



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

October 4, 2017

Williamson County Parks
Attn: Mr. Randy Bell, Director
3151 SE Inner Loop
Georgetown, Texas 78626

Re: WILCO / Taylor Exposition Center
Taylor, Texas
Alliance Engineering Group Proposal No. P17-0911E

Dear Mr. Bell:

The attached fee schedule and not-to-exceed proposal for the construction observation and materials testing services on the Taylor Exposition Center RV Park are attached for your review. The proposed scope of work, type and frequency of testing were based solely on a review of the project plans from Halff Associates, Inc. dated September 12, 2017 and the Balcones Geotechnical Soils Report dated September 9, 2015.

This not-to-exceed proposal does not include **retesting or re-inspections required due to work or materials found to be non-compliant with the project plans and specifications**. If errors and/or omissions in the type and/or frequency of the observation and testing services are noted, please advise the undersigned at the earliest opportunity so that adjustments can be made to the scope and subsequent fees for the actual anticipated services needed.

We appreciate the opportunity to present this information for your consideration and look forward to an opportunity to be of service.

Respectfully,

Alliance Engineering Group, Inc.
TBPE Firm No. 11290

Wayne A. Eddins
Managing Partner

Dist: Williamson County – Mr. Randy Bell
Williamson County – Mr. Dale Butler

WAE/hk

z:\data\documents\proposals\CMT\2017\P170911C\Proposal\Cover.doc



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



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

<u>WILLIAMSON COUNTY EXPO CENTER RV PARK UNIT RATE SHEET - 2017</u>			
<u>Personnel</u>	<u>Unit</u>	<u>Reg. Hr. Rate</u>	<u>O.T. Rate</u>
Principal	Hr.	\$ 195.00	
Senior Professional Engineer	Hr.	\$ 195.00	
Professional Engineer	Hr.	\$ 130.00	
Project Manager	Hr.	\$ 95.00	
Laboratory Manager	Hr.	\$ 95.00	
Engineer In Training (E.I.T.)	Hr.	\$ 85.00	
Certified Welding Inspector (CWI)	Hr.	\$ 85.00	
TxDOT Level I-A	Hr.	\$ 56.00	\$ 70.00
TxDOT Level 1-B	Hr.	\$ 56.00	\$ 70.00
NICET Certified Soils/Concrete Technician (C.E.T.)	Hr.	\$ 48.00	\$ 60.00
ACI Certified Strength Testing or Aggregate Testing Technician (C.E.T.)	Hr.	\$ 48.00	\$ 60.00
Administrative Assistant	Hr.	\$ 48.00	
Project Engineer - Report Review	Rept.	\$ 25.00	
Vehicle Charge	Trip	\$ 30.00	
Vehicle Charge	Day	\$ 50.00	
<u>Testing Services - Soils</u>	<u>Unit</u>	<u>Unit Rate</u>	
Moisture Content (Tex 103-E)	Ea.	\$ 20.00	
Tex 114-E Proctor	Ea.	\$ 250.00	
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	Ea.	\$ 50.00	
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	Ea.	\$ 80.00	
Atterberg Limits (Tex 104-E, Tex 105-E, Tex 106-E)	Ea.	\$ 75.00	
In-Place Density Tests (Tex 115-E)	Ea.	\$ 20.00	
Hydrometer Analysis (AASHTO T-88)	Ea.	\$ 450.00	
Soil pH (Tex 128-E)	Ea.	\$ 50.00	
Permeability of Soil	Ea.	\$ 350.00	
Linear Bar Shrinkage	Ea.	\$ 75.00	
<u>Testing Services - Concrete</u>	<u>Unit</u>	<u>Unit Rate</u>	
Sieve Analysis of Fine & Coarse Aggregate (Tex 401-A, Tex 402-A)	Ea.	\$ 80.00	
SSD Specific Gravity and Absorption of Aggregates (Tex 403-A)	Ea.	\$ 80.00	
Unit Weight (Tex 404-A)	Ea.	\$ 75.00	
Material Finer than No. 200 Sieve Analysis (Tex 406-A)	Ea.	\$ 75.00	
Organic Impurities in Fine Aggregate (Tex 408-A)	Ea.	\$ 85.00	
Los Angeles Abrasion Test (Tex 410-A)	Ea.	\$ 350.00	
Concrete Cylinder Compressive Strength (Tex 418-A)	Ea.	\$ 16.00	
Concrete Flexural Beam Strength Test (Tex 419-A)	Ea.	\$ 25.00	
2" x 2" Mortar Cubes	Ea.	\$ 16.00	
3.25" x 6.25" Grout Prisms	Ea.	\$ 16.00	
CMU Block Prism Testing	Ea.	\$ 350.00	



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

<u>Testing Services - Hot Mixed Asphaltic Concrete (HMAC)</u>	<u>Unit</u>	<u>Unit Rate</u>	
Sample Preparation	Ea.	\$ 50.00	
Gradation (Tex 210-F, Part 1 & 2)	Ea.	\$ 200.00	
Hamburg Wheel (Tex 242-F)	Ea.	\$ 600.00	
Extraction/Gradation (Tex 236-F)	Ea.	\$ 225.00	
Mixing (Tex 205-F)	Set of 3	\$ 75.00	
HVEEM Stability (Tex 207-F, Tex 208-F)	Set of 3	\$ 50.00	
Laboratory Molded Density (Tex 207-F, Part1)	Set of 3	\$ 45.00	
Max Theoretical (Rice) Specific Gravity (Tex 227-F)	Ea.	\$ 60.00	
Thickness (Tex 140-E)	Ea.	\$ 50.00	
% Air Voids - In Place	Ea.	\$ 75.00	
% Theoretical Density - In Place	Ea.	\$ 75.00	
Moisture Content (Tex 212-F)	Ea.	\$ 25.00	
Coring Rig / Core Bit Charge	Ea.	\$ 175.00	
6" ϕ Core Including Patching & Sample Prep up to 6" Thick	In.	\$ 90.00	
6" ϕ Core Including Patching & Sample Prep from 6" to 10" Thick	In.	\$ 105.00	
3" ϕ Core(Per Inch)	In.	\$ 5.00	
4" ϕ Core(Per Inch)	In.	\$ 6.00	
6" ϕ Core(Per Inch)	In.	\$ 8.00	
<u>Laboratory Testing Services - Flexible Base Material</u>	<u>Unit</u>	<u>Unit Rate</u>	
Tex 113-E Proctor	Ea.	\$ 300.00	
Sample Preparation (Tex 101-E)	Ea.	\$ 50.00	
Atterberg Limits	Ea.	\$ 75.00	
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	Ea.	\$ 50.00	
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	Ea.	\$ 80.00	
Moisture Content (Tex 103-E)	Ea.	\$ 20.00	
Thickness (Tex 140-E)	Ea.	\$ 50.00	
Wet Ball Mill Test (Tex 116-E)	Ea.	\$ 250.00	
Texas Triaxial (Tex 117-E, Tex 118-E, Tex 131-E)	Ea.	\$ 2,250.00	

Project Name: Williamson County Exposition Center RV Park
 Proposal No.: P17-0911C
 Estimated Budget: \$24,364.00
 Date: October 4, 2017

I EARTHWORK

(Estimate 15 production days to complete cut/fill operations)
 (Estimate 20 miscellaneous trips for density testing (utility backfill, culvert backfill, utility tie-ins, manholes, etc.)
 (Estimate 1,880 linear feet of new utilities)
 (Estimate 10" Flexible Base beneath pavement & 8" beneath trails/sidewalks)

1	Moisture/Density Relationships (TEX 113-E)	@	\$300.00 /test	\$	300.00	
2	Moisture/Density Relationships (TEX 114-E)	@	\$250.00 /test	\$	500.00	
3	Atterberg Limits (TEX 104-E, TEX 106-E)	@	\$75.00 /test	\$	225.00	
3	Moisture Content Tests (TEX 103-E)	@	\$20.00 /test	\$	60.00	
8	Gradation (TEX 110-E)	@	\$80.00 /test	\$	640.00	
150	In Place Density Tests (TEX 115-E)	@	\$20.00 /each	\$	3,000.00	
35	Vehicle Charges	@	\$30.00 /trip	\$	1,050.00	
70	NICET Certified Technician Reg. Hours	@	\$48.00 /hour	\$	3,360.00	
0	NICET Certified Technician OT Hours	@	\$60.00 /hour	\$	-	
0	NICET Certified Technician Saturday OT Hours	@	\$75.00 /hour	\$	-	
35	Administrative/Clerical	@	\$48.00 /hour	\$	1,680.00	
5	Project Manager Hours	@	\$95.00 /hour	\$	475.00	
38	Engineering Oversight/Report Review	@	\$25.00 /report	\$	950.00	
				Sub-Total	\$	12,240.00
						\$12,240.00

II SITE CONCRETE

(Estimate 15 Placements for pavements, sidewalks, etc. @ 2 hrs & 4 cylinders each)
 (Estimate 15 sample pick-ups @ 1 Hr. each)
 (Estimate 15 Sets of 4 Cylinders each w/ Air, Slump, Temp)
 (Estimate 3,500 lf of curb placements, 10 placements, 2 hours/placement 4 cylinders/placement)

60	Concrete Cylinders	@	\$18.00 /each	\$	960.00	
15	Air Content, Slump, Temp (TEX 414-1, 415-1 and 418-1)	@	\$0.00 /each	\$	-	
45	ACI Certified Tech. Reg. Hours (Casting & Sample p/up)	@	\$48.00 /hour	\$	2,160.00	
30	Vehicle Charges (including cyl. p/up)	@	\$30.00 /trip	\$	900.00	
5	Administrative/Clerical	@	\$48.00 /hour	\$	240.00	
5	Project Manager Hours	@	\$95.00 /hour	\$	475.00	
15	Engineering Oversight/Report Review	@	\$25.00 /report	\$	375.00	
				Sub-Total	\$	5,110.00
						\$5,110.00

III ASPHALT PAVEMENT

(Estimate 12,417 sf of Asphalt Pavement)
 (Estimate 2 Days of Laydown Operations @ 10 Hrs. & 2 Grab Samples per day)

16	TxDOT I-A Certified Technician (Reg. Hrs.)	@	\$56.00 /hour	\$	896.00	
4	TxDOT I-A Certified Technician (OT Hrs.)	@	\$70.00 /hour	\$	280.00	
16	TxDOT I-B Certified Technician (Reg. Hrs.)	@	\$56.00 /hour	\$	896.00	
4	TxDOT I-B Certified Technician (OT Hrs.)	@	\$70.00 /hour	\$	280.00	
4	Extraction/Gradation (Tex 236-F)	@	\$225.00 /each	\$	900.00	
4	Maximum Theoretical (Rice) Gravity (Tex 227-F)	@	\$60.00 /each	\$	240.00	
4	Stability, Set of 3 (Tex 207-F, Tex 208-F)	@	\$50.00 /set	\$	200.00	
4	Laboratory Molded Density (Tex 207-F, Part 1)	@	\$45.00 /set	\$	180.00	
4	In-Place HMA Thickness/Density (Tex 140-E)	@	\$50.00 /each	\$	200.00	
4	Vehicle Charges	@	\$30.00 /trip	\$	120.00	
4	Administrative/Clerical	@	\$48.00 /hour	\$	192.00	
4	Project Manager Hours	@	\$95.00 /hour	\$	380.00	
12	Engineering Oversight/Report Review	@	\$25.00 /report	\$	300.00	
				Sub-Total	\$	5,064.00
						\$5,064.00

IV PROJECT OVERSIGHT

10	Project Principal Hours	@	\$195.00 /hour	\$	1,950.00	\$ 1,950.00
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TOTAL \$24,364.00

NOTES:

1. Overtime rates of 1.25 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
2. All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup outside of Williamson County may apply.
3. Project Engineer to review/evaluate/sign and seal reports will be billed at \$25/Report
4. Additional tests not specified in this proposal will be quoted upon request.
5. This proposal does not include any costs associated with stand-by, non-readiness charges, and/or trips for re-tests of the previous failing tests.
6. An additional charge will be made for shop inspections made outside of Williamson County. A per diem charge of \$120.00 will be charged for any inspections that will require an overnight stay.

Attachment C - Work Schedule

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

Attachment D - Fee Schedule

Commissioners Court - Regular Session**15.****Meeting Date:** 05/07/2019

Reliance Architecture WA#2 - P512 M11 Ambulance Station

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 \$31,000.00 to expire on May 15, 2020 under Williamson County Contract for Architectural and Engineering Services between Reliance Architecture, LLC and Williamson County dated January 30, 2019 for M11 Ambulance Station.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsP512 - Reliance WA2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Date

05/02/2019 11:34 AM

Started On: 05/01/2019 12:49 PM

WORK AUTHORIZATION NO. 2

PROJECT: M11 Ambulance Station

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 Reliance Architecture, LLC (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 \$31,000.00.

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 May 15, 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:

Reliance Architecture, LLC

By: 
Signature

Antonio Naylor

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 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

April 29, 2019

Tom Stanfield, Project Manager
3101 SE Inner Loop
Georgetown, Texas 78626

Dear Tom,

Reliance Architecture is pleased to submit our services and fee proposal to Williamson County.

Scope of Services

Reliance Architecture's proposes the following services: Design & Documentation, Bidding and Construction Phase Services. These are described in detail below under Architectural Services.

Project Scope

Reliance Architecture understands Williamson County needs 1,066 square feet of addition to existing Precinct 1 Annex for EMS Bay in Round Rock, Texas. Per our email conversations since April 4, 2019 and our meeting with EMS and Commissioner Cook's Executive Assistant on April 24, 2019, we have the following scope:

- Construct a detached 1,066 sf Pre-Engineered Metal Building (PEMB).
- Provide single slope away from Existing Building for site drainage.
- Exterior shall be Metal R-panels as provided by PEMB.
- Foundation shall be Slab on Grade with Select Fill replacement as per recommendations provided by Geotech for Existing Precinct 1 Annex.
- 8' of Interior Metal Liner Panels attached to girts for ease of maintenance.
- Bollards at both sides of Garage Door at both the entry and exit of opening. Additional bollards at back of bay. Bollards shall protect PEMB structure.
- Provide personnel door aligned with existing personnel door.
- Provide 14'x14' garage door for ease of maneuverability into bay.
- Provide exhaust and louvers same as EMS Bay built on Sam Bass Road.
- Provide LED light fixtures and power similar to EMS Bay at Sam Bass Road.

Alternates

- Add 8' Masonry Veneer with Sheathing and Back-up Support Wall
- Provide Emergency Backup Power and Panel
- Provide Minimal Heating

Architectural Services Fee

We propose providing Architectural Services with MEP Services, as described below. We expect from initiation of work authorization to substantial completion of project to be 8 to 10 months. Any additional hours required to complete services shall be sent in writing for approval prior to executing that work.

To be paid as follows:

Design & Documentation (2 to 3 months)	\$13,160
Bidding & Negotiations (2 months)	\$1,122
Construction Phase Service (4 to 5 months)	\$4,768
Total	\$25,850

ARCHITECTURAL SERVICES

Description of Services

Our basic Architectural services will include working closely with yourself to develop a design and provide advice and guidance that is customized to your needs.

Design & Documentation

Goal: Define all elements and design features, establish budget and schedules, and provide documents for construction.

Important Operations:

- Evaluate Scope and Budget;
- Investigate existing conditions and discuss recommendations
- Layout all general design features of project;
- Finalize function and layout of space;
- Organize Spaces and put in equipment, fixtures, lighting and finishes;
- Continue behind the scenes work developing lighting, mechanical and other systems.
- Continue behind the scenes work to develop how your design can be built;
- Take completed design, translate it into documents for contractor, communicating what you expect to be built;
- Ensure compliance with local regulations and state guidelines;
- Perform any necessary design changes resulting from interpretative differences;
- Ensure Construction Documents are complete and ready for Bidding and Negotiations.

Bidding & Negotiations

Goal: Ensure that your vision is within budget while maintaining value.

Important Operations in Bidding and Negotiations Phase:

- Plan pricing documents based on project delivery method;
- Receive bids for construction through contractors or negotiate pricing with your contractor;
- Answer all questions asked by bidders;

Construction Phase Services

Goal: To conclude on time and on budget with a quality building that meets the design intent as communicated to the Contractor through the Construction Documents.

Important Operations in Construction Phase:

- Contractor will use Construction Documents and build your facility according to the design developed in the above steps and communicated through the Construction Documents;
- Work as team with you and contractor, as your advocate, to ensure construction results in the building as it has been designed;
- Perform on-site inspections during construction.
- Complete final inspection with you to ensure your design has been achieved.

Clarifications

Reliance Architecture requests:

- Site surveys and geotechnical reports for all district properties, where available;
- All items requested are preferred in digital format, where possible.

This proposal does not include:

- Civil Engineering
- Site surveys;
- Measured or "As-Built" drawings;
- Soil / geotechnical investigations;
- Subsurface investigations;
- Investigation of inaccessible systems and infrastructure;
- Air quality investigation;
- Environmental reports;
- Direction on dealing with hazardous materials;
- Printing.

CONTRACT FOR SERVICES

Services shall be performed per the approved and executed Exhibit C, Work Authorization and the executed contract between Williamson County and Reliance Architecture

Best Regards,



Antonio Naylor, President

Attachment C - Work Schedule

A work schedule for assigned tasks will be determined in the course of the project when sufficient information is available.

Attachment D - Fee Schedule

Reliance Architecture

2019 Rate Schedule

1/8/2019

Architecture

Raw Cost Multiplier: 0%

Position	Name	Billing Rate
Principal in Charge	Antonio Naylor	\$165 / HR
Principal	Clifton Stuckey	\$165 / HR
Project Architect	Kimberly Thompson	\$150 / HR

Mechanical, Plumbing & Electrical Engineering

Raw Cost Multiplier: 0%

Position	Name	Billing Rate
Principal in Charge	Byron or Buck Hendrix	\$220 / HR
Sr. Engineer	Byron or Buck Hendrix	\$185 / HR
Engineer (PE)	Philip Peeples	\$160 / HR
Project Manager	Larry Millican, Keith Mayes, Craig Harris, Ricky Davidson	\$150 / HR
Computer Aided Designer	Julie Ruttenberg, Jesus Valdez	\$90 / HR
Administrative/Clerical	Gina Bunch, Becky Mayes	\$70 / HR

Structural Engineering: M&S Engineering

Raw Cost Multiplier: 0%

Position	Name	Billing Rate
Structural Engineering Lead	Amy Stone	\$160 / HR
Structural Engineer in training	Jeff Wilks	\$105 / HR
Drafter	Kevin Vogler	\$80 / HR

Civil Engineering: M&S Engineering

Raw Cost Multiplier: 0%

Position	Name	Billing Rate
Project Manager III	Jen Henderson, P.E.	\$170 / HR
Senior Technician IV	Adam Reilly	\$120 / HR
Principal Engineer I	Steven Widacki	\$190 / HR
Engineer in Training	Eric Wooten	\$100 / HR

Interior Design: Edwrds + Mulhausen

Raw Cost Multiplier: 0%

Position	Name	Billing Rate
Principal	Harmony A Edwards-Canfield	\$150 / HR
Senior Interior Registered Designer	Krystal Lucero	\$135 / HR
Project Designer	Jenni Jacobs	\$110 / HR

Landscape Architect: Circle V*Raw Cost Multiplier: 0%*

<i>Position</i>	<i>Name</i>	<i>Billing Rate</i>
Founder, Lead Landscape Architect	Jaime Sims	\$100 / HR

Technology Consultant: True North Group*Raw Cost Multiplier: 0%*

<i>Position</i>	<i>Name</i>	<i>Billing Rate</i>
Principal in Charge	Jon Martin	\$185 / HR
Principal	Tony Chojnowski/Ricki Fisher	\$185 / HR
Senior Consultant	Jason Anderson	\$165 / HR
Technology Consultant	Jeff Crabb	\$150 / HR
Technology Drafter	Laura Burk	\$70 / HR

Roofing and Building Envelope Consultant: Hollon+Cannon*Raw Cost Multiplier: 0%*

<i>Position</i>	<i>Name</i>	<i>Billing Rate</i>
Principal in Charge	Jonathan Cannon	\$150 / HR
Principal	Mel Hollon	\$150 / HR
Architect	Tom Pope	\$135 / HR
Project Manager	Mike Hollman	\$120 / HR
Project Manager	Jeff Runge	\$120 / HR

Commissioners Court - Regular Session**16.****Meeting Date:** 05/07/2019

Temporary License Agreement w/Georgetown for Pine Street Project

Submitted For: Dale Butler**Submitted By:** Jeffrey Hancock, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a Temporary License Agreement between Williamson County (County) and the City of Georgetown (City) granting the City permission to use a portion of County's property located near 6th Street and Pine Street in Georgetown, Texas for purposes of constructing a sidewalk, installing sod where an existing roadway is situated and paving for new parking areas.

Background

This document is a temporary license agreement for a previous Pine Street agreement for a quitdeed to Williamson County from Georgetown and to subsequently install a sidewalk on the property. This is to allow the City of Georgetown to perform the work on Williamson County property.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTemp License Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jeffrey Hancock

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Date

05/02/2019 11:42 AM

Started On: 05/02/2019 09:37 AM

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (the “**Agreement**”) is made this ____ day of _____, 2019 (the “**Effective Date**”) between COUNTY OF WILLIAMSON, TEXAS, a political subdivision of the State of Texas, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626 (“**Licensor**”) and THE CITY OF GEORGETOWN, a Texas home rule municipal corporation, whose mailing address is P.O. Box 409, Georgetown, Texas 78727 (“**Licensee**”).

RECITALS:

WHEREAS, Licensor is owner of that certain tract called 1.48 acres of land, more or less, being all of Block No. Thirteen (13) in Shell’s Addition to the city of Georgetown, Williamson County, Texas, as shown by the Plat of said Addition recorded in Cab. A Slide 40B, of the Official Public Records of Williamson County, Texas, and being the same land heretofore conveyed to Williamson County, Texas, by deed dated August 30, 1916, and recorded as Document No. 191601901 in the Deed Records of Williamson County, Texas (hereinafter referred to as the “**Property**”);

WHEREAS, Licensee plans to close 6th Street East where it crosses across the Property and replace the existing roadway paving with sod and paving for new parking areas as shown on **Exhibit “A”** attached to this Agreement and by this reference incorporated within it (“**Licensee Improvements**”);

WHEREAS, to construct said Licensee Improvements, Licensee needs temporary access to a portion of the Property, shown on **Exhibit “B”** attached to this Agreement and by this reference incorporated within it (the “**License Area**”).

WHEREAS, Licensee wishes to utilize the License Area for temporary ingress and egress, to undertake such ground work, asphaltting and repaving, striping or grading necessary for the installation of the Licensee Improvements and the restoration of the Property; and

WHEREAS, Licensor has agreed to grant Licensee the right to use the License Area for such purpose, subject to and in accordance with the terms and provisions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the parties have agreed as follows:

1. **Grant of License:** Licensors hereby grants to Licensee, for the duration of this Agreement, the exclusive right, privilege and permission to use the License Area for Licensee's ingress and egress, to undertake ground work, asphaltting and repaving, striping or grading necessary for the installation of the sidewalks and ramps and restoration of the Property, and only for such purpose.
2. **Consideration for the License:** As consideration for the rights granted herein to Licensee, Licensee shall pay to Licensors, upon full execution hereof, a one time license fee (the "License Fee") of One and No/100 Dollars (\$1.00).
3. **Title of Licensors:** Licensee acknowledges the legal title of Licensors to the License Area and agrees to never deny this title or to claim title in Licensee's name.
4. **Maintenance and Repair of the License Area:** Licensee shall be solely responsible for the maintenance and repair of the License Area at all times that this Agreement is in effect. Upon completion of the Licensee Improvements, Licensee shall restore the surface of the License Area to the condition in which the same was found before any such work was undertaken, and Licensee's right to use any portion of Licensors's Property shall thereupon terminate for all purposes.
5. **Vacation, Abandonment or Transfer of License Area.** In the event that Licensors elects to vacate, abandon or transfer the License Area, Licensors shall provide Licensee with at least thirty (30) days written notice thereof, at the address hereinabove provided.
6. **Assignment.** Licensors may freely transfer its interest in the License Area and in this Agreement at any time. Licensee may not at any time transfer or assign all or any portion of the rights granted to Licensee herein.
7. **Binding Effect:** The terms, provisions and covenants contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8. **Expiration of License:** This license shall expire on March 31, 2020, or upon completion of installation activities by Licensee, whichever occurs first. Upon expiration of the license, title and ownership of all improvements made to the License Area by Licensee shall pass to Licensor. Licensor agrees and does accept that all maintenance and repair of said improvements thereafter shall be the responsibility of Licensor, its successors and assigns; provided, however, Licensee hereby agrees to maintain and repair any sidewalks placed on Licensor's Property.

[The remainder of this page is intentionally left blank]

LICENSOR:

COUNTY OF WILLIAMSON, TEXAS

By: _____
_____, County Judge

LICENSEE:

THE CITY OF GEORGETOWN, a Texas home
rule corporation.

By: _____
Name: WESLEY WRIGHT
Title: SYSTEMS ENGINEERING DIRECTOR

Acknowledgments

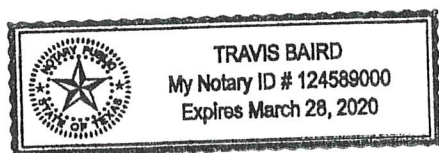
STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2019, by _____, County Judge of the County of Williamson, Texas.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 1st day of May, 2019, by WESLEY WRIGHT in his official capacity as DIR. SYSTEMS ENG., a Texas home-rule municipal corporation, on behalf of said corporation.



Travis Baird
Notary Public, State of Texas

APPROVED, AS TO FORM:



SAMS C. KACHELMAYER
_____, Asst. City Attorney

EXHIBIT A

MATCH SHEET 7

EXHIBIT B



License Area

505 Pine Street

Alcoholic Beverage
Commission

Google

Commissioners Court - Regular Session**17.****Meeting Date:** 05/07/2019

Discuss, consider and take appropriate action on a proposed variance to the County's OSSF Order

Submitted For: Terron Evertson**Submitted By:** Daribel Texidor, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a proposed variance to the County's OSSF Order.

Background

Property owner Nicolae Barbuceanu is requesting a variance to the Williamson County OSSF Order. The variance would be in relation to having a water well on a property that is less than two acres. The Williamson County OSSF order defines a living unit as a structure that has a kitchen (and other considerations). The order further states in Section 10(D)2(a) that, if serviced by well water supply, each living unit must be placed on not less than 2 acres of surface area. Mr. Barbuceanu has installed a well on his property to be used solely for landscaping.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments1312 Eagle Point DriveAffidavit

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Daribel Texidor

Final Approval Date: 05/01/2019

Reviewed By

Andrea Schiele

Date

05/01/2019 09:11 AM

Started On: 05/01/2019 08:47 AM

March 28, 2019

Williamson County Engineer's Office
3151 Southeast Inner Loop, Suite B
Georgetown, Texas 78626
Attn: Mr. Roger Hickman, P.E

Re: Nicolae Barbuceanu
Fredrickson Ranch on Lake Georgetown, Block B, Lot 14
1312 Eagle Point Drive
Georgetown, Texas 78628

Attn: Terron Evertson, PE

Dear Judge Bill Gravel, Commissioner Terry Cook, Commissioner Cynthia Long, Commissioner Valerie Covey and Commissioner Russ Boles.

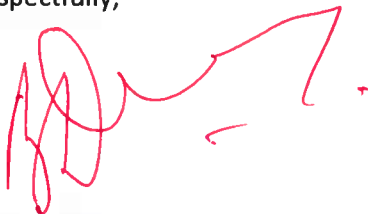
We understand the application association with the above referenced address does not meet the County's development provisions indicated in OSSF Order Section 10 (D)(2)(a) as the property contains less then two acres.

As a result, we respectfully request a variance from this minimum standard to allow for the completion of the water well. In support of this variance we have done the following:

1. Cemented surface casing to 100 feet
2. Provided a distance of 252 feet separation from sewage tanks, 5 times more than the minimum requirement (50 feet)
3. Provided a distance of 332 feet from soil absorption systems, 6 times more than the minimum requirements (50 feet)

The current water well provides equivalent protection to both the natural environment and to the public health as per current regulation, even with the approval of the requested variance.

Respectfully,

A handwritten signature in red ink, appearing to be 'Nicolae Barbuceanu', with a long horizontal stroke extending to the right.

Nicolae Barbuceanu



Water Well Affidavit for 1312 Eagle Point Drive, Georgetown, TX 78628

Nicolae Barbuceanu and Mihaela Barbuceanu are the owners of the property at 1312 Eagle Point Drive, Georgetown, TX 78628. We and any future property owners at 1312 Eagle Point Drive, Georgetown TX 78628 are prohibited from using property's water well for drinking water. The water well will only be used for landscaping.

Respectfully,

Nicolae Barbuceanu

4-18-2019

(Date)

Mihaela Barbuceanu

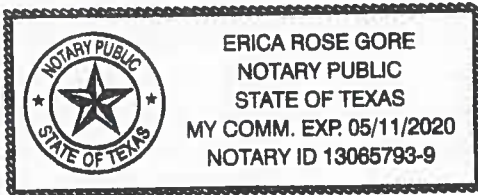
4-18-2019

(Date)

(Public Notary Signature)

4-18-2019

(Date)



Nicolae Barbuceanu ①
1312 Eagle Point Dr.
Georgetown, TX 78628

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2019032733

AFF Fee: \$21.00
04/22/2019 08:16 AM

MBARRICK



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

State of Texas County of Harris
Subscribed and sworn before me on 4-18-19
 (Date)
(Notary Signature)

Commissioners Court - Regular Session**18.****Meeting Date:** 05/07/2019

Discuss consider and take appropriate action on approval of the final plat for the Clearwater Ranch Phase 3 subdivision – Pct 2

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 Clearwater Ranch Phase 3 subdivision – Precinct 2.

Background

This is the next section of the Clearwater Ranch development. It consists of 36 residential lots, 4 non-residential lots and 3,416 feet of new public roads. Roadway and drainage construction has been completed.

Timeline

2017-11-22 – initial submittal of final plat

2018-01-11 – 1st review complete with comments

2018-02-21 – 2nd submittal of final plat

2018-04-20 – 2nd review complete with comments

2018-04-25 – 3rd submittal of final plat

2018-06-18 – 3rd review complete and comments clear (awaiting completion of construction before being placed on the Court agenda)

2019-05-01 – 4th submittal of final plat with all signatures and construction complete

2019-05-02 – final plat placed on May 7, 2019 Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Clearwater Ranch Phase 3

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 05/02/2019

Reviewed By

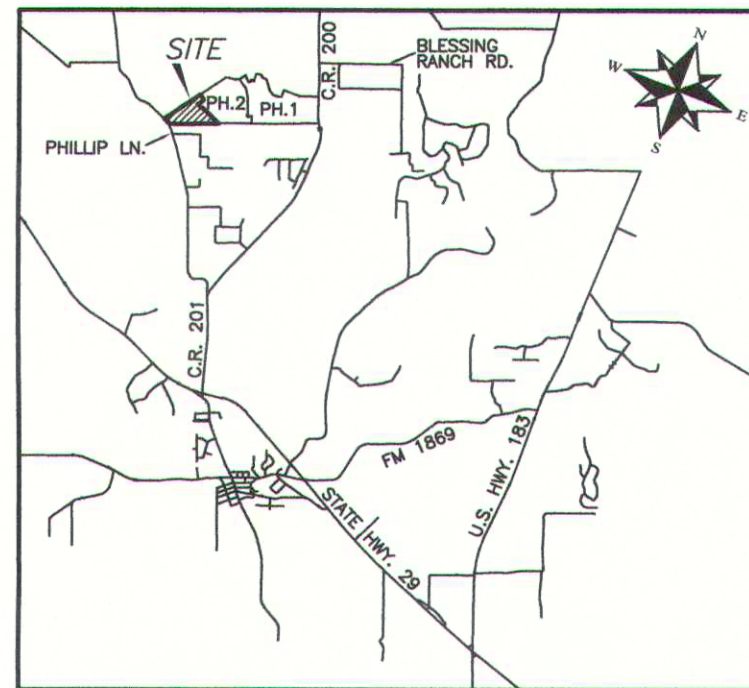
Andrea Schiele

Date

05/02/2019 11:54 AM

Started On: 05/02/2019 11:44 AM

FINAL PLAT OF CLEARWATER RANCH PHASE THREE



LOCATION MAP
(NOT TO SCALE)

OWNER AND DEVELOPER:
LOOKOUT DEVELOPMENT GROUP, L.P.
1789 S. BAGDAD ROAD, SUITE 104
LEANDER, TEXAS 78641
512-690-4322
mike@thelookoutgroup.com

SURVEYOR:
G&R SURVEYING, LLC
1805 OUIDA DRIVE
AUSTIN, TX 78728
512-267-7430 FAX: 512-836-8385
pmclaughlin@grsurveying.com

ENGINEER:
KIMLEY-HORN
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 300
AUSTIN, TX 78759
512-418-4505
brian.parker@kimley-horn.com

SUBMITTAL DATE: _____
TOTAL AREA OF THIS PLAT: 47.556 ACRES
TOTAL NUMBER OF LOTS: 40
RESIDENTIAL: 36
NON-RESIDENTIAL: 4

LINEAR FEET OF NEW STREETS:
UMBRELLA SKY: 2,221
PLUM SASSY: 892
BIG FRISKY: 303
TOTAL: 3,416

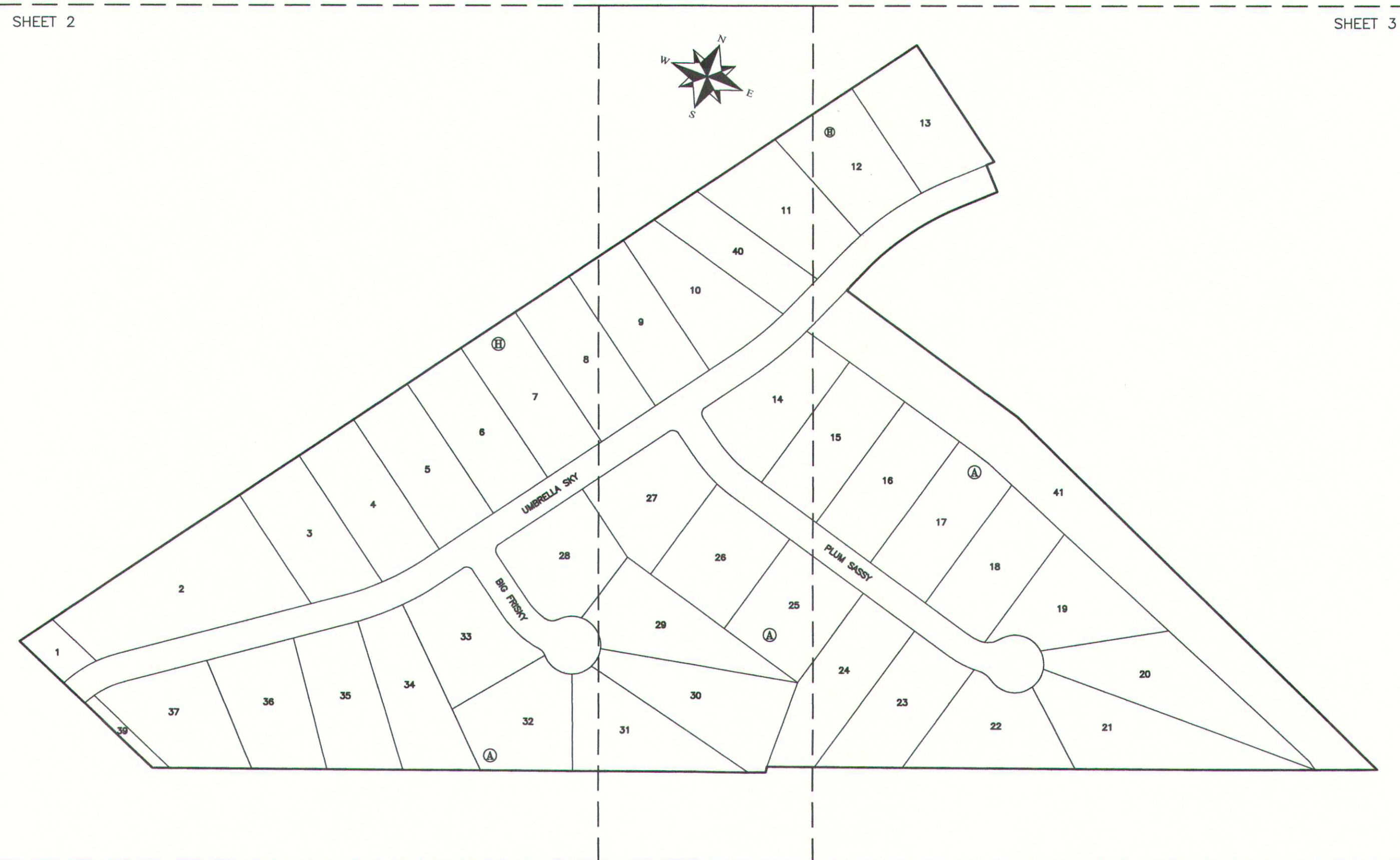
LEGEND:

●	= 1/2" IRON ROD FOUND
CAP ●	= IRON ROD WITH CAP FOUND
⊙	= 3/4" IRON PIPE FOUND
⊗	= FENCE POST FOR CORNER
○	= 1/2" IRON ROD WITH G&R CAP SET
Ⓐ	= BLOCK NAME
PUE	= PUBLIC UTILITY EASEMENT
BL	= BUILDING LINE
DE	= DRAINAGE EASEMENT
SIGN	= SIGN LOT
OSSF SB	= OSSF SETBACK

STREET LENGTH AND DESIGN SPEED TABLE

STREET NAME	LENGTH	DESIGN SPEED
UMBRELLA SKY	2221'	25 MPH
PLUM SASSY	892'	25 MPH
BIG FRISKY	303'	25 MPH

SHEET INDEX (NOT TO SCALE)



METES AND BOUNDS DESCRIPTION:

DESCRIPTION OF 47.556 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE WILLIAM GRAY SURVEY, ABSTRACT NO. 251, BEING A PORTION OF THAT CERTAIN 363.8918 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO LOOKOUT DEVELOPMENT GROUP, L.P., IN DOCUMENT NO. 2007058807, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 47.556 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE EASTERLY MARGIN OF COUNTY ROAD 201 (R.O.W. VARIES) AT THE NORTHWESTERLY CORNER OF NORTHWEST ACRES, A SUBDIVISION OF RECORD IN CABINET B, SLIDES 92-93, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWESTERLY CORNER OF SAID 363.8918 ACRE TRACT THE HEREIN DESCRIBED TRACT;

THENCE N67°33'11"W, WITH THE EASTERLY MARGIN OF SAID COUNTY ROAD 201 AND THE WESTERLY LINE OF SAID 363.8918 ACRE TRACT, A DISTANCE OF 381.61 FEET TO A FENCEPOST FOR THE MOST SOUTHERLY CORNER OF A 352.74 ACRE TRACT OF LAND CONVEYED TO JOHN DANLEY AUSTIN IN DOCUMENT NO. 2012065699, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N35°20'58"E, WITH THE COMMON LINE OF SAID 352.74 ACRE TRACT AND SAID 363.8918 ACRE TRACT, A DISTANCE OF 2239.30 FEET TO AN IRON ROD WITH CAP FOUND AT THE NORTHWESTERLY CORNER OF CLEARWATER RANCH PHASE TWO, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2016062931, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE LEAVING THE COMMON LINE OF SAID 352.74 ACRE TRACT AND SAID 363.8918 ACRE TRACT, AND CONTINUING OVER AND ACROSS SAID 363.8918 ACRE TRACT WITH THE WESTERLY LINE OF SAID CLEARWATER RANCH PHASE TWO, THE FOLLOWING EIGHT (8) COURSES:

1. S54°39'02"E, A DISTANCE OF 290.70 FEET TO AN IRON ROD WITH CAP FOUND;
2. S46°37'32"W, A DISTANCE OF 17.96 FEET TO AN IRON ROD WITH CAP FOUND;
3. S43°22'28"E, A DISTANCE OF 60.00 FEET TO AN IRON ROD WITH CAP FOUND;
4. S46°37'32"W, A DISTANCE OF 87.74 FEET TO AN IRON ROD WITH CAP FOUND AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT;
5. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 570.00 FEET, AN ARC LENGTH OF 235.33 FEET AND A CHORD WHICH BEARS S34°47'53"W, A DISTANCE OF 233.66 FEET TO AN IRON ROD WITH CAP FOUND AT THE END OF SAID CURVE;
6. S22°58'15"W, A DISTANCE OF 55.78 FEET TO AN IRON ROD WITH CAP FOUND;
7. S74°25'38"E, A DISTANCE OF 442.95 FEET TO AN IRON ROD WITH CAP FOUND;
8. S66°40'46"E, A DISTANCE OF 1044.63 FEET TO AN IRON ROD WITH CAP FOUND IN THE COMMON LINE OF A 202.91 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO JERRY SANCHEZ, ET UX, IN DOCUMENT NO. 9528002, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND SAID 363.8918 ACRE TRACT, AT THE SOUTHWESTERLY CORNER OF SAID CLEARWATER RANCH PHASE TWO, FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

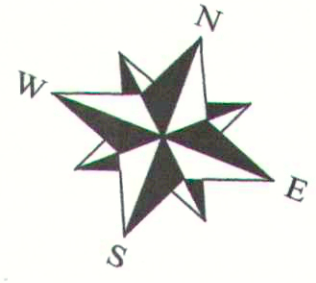
THENCE WITH THE SOUTHERLY LINE OF SAID 363.8918 ACRE TRACT, SAME BEING IN PART THE NORTHERLY LINE OF SAID 202.91 ACRE TRACT AND IN PART THE NORTHERLY LINE OF SAID NORTHWEST ACRES, THE FOLLOWING FOUR (4) COURSES:

1. S68°47'55"W, A DISTANCE OF 296.45 FEET TO AN IRON ROD WITH CAP FOUND, FROM WHICH A 1/2" IRON ROD FOUND BEARS S10°55'13"E, A DISTANCE OF 1.86 FEET;
2. S69°20'11"W, A DISTANCE OF 971.26 FEET TO A 1/2" IRON ROD FOUND;
3. S08°25'41"E, A DISTANCE OF 12.16 FEET TO A 1/2" IRON ROD FOUND;
4. S69°18'38"W, A DISTANCE OF 1273.99 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 47.556 ACRES OF LAND, MORE OR LESS.

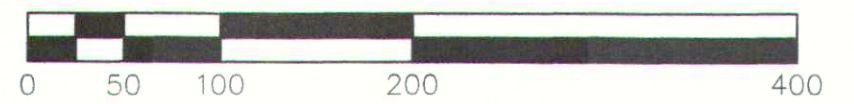


SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

FINAL PLAT OF CLEARWATER RANCH PHASE THREE



SCALE: 1"=100'



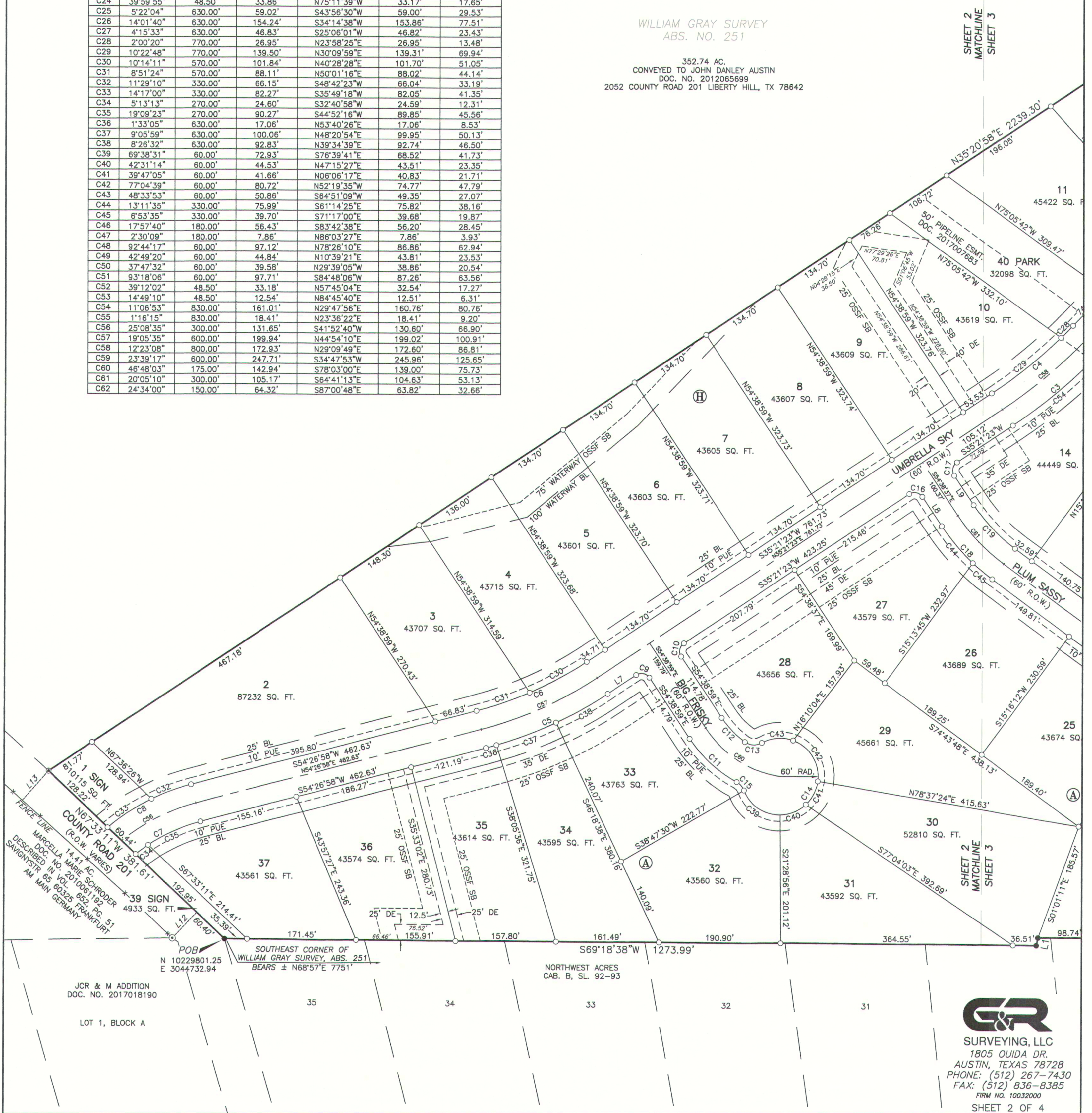
BEARING BASIS: TEXAS CENTRAL ZONE,
STATE PLANE COORDINATES (NAD 83)

NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD	TANGENT
C1	23°39'17"	570.00'	235.33'	S34°47'53"W	233.66'	119.36'
C2	23°39'17"	630.00'	260.10'	S34°47'53"W	258.25'	131.93'
C3	12°23'08"	830.00'	179.42'	N29°09'49"E	179.07'	90.06'
C4	12°23'08"	770.00'	166.45'	N29°09'49"E	166.12'	83.55'
C5	19°05'35"	630.00'	209.94'	N44°54'10"E	208.97'	105.95'
C6	19°05'35"	570.00'	189.95'	N44°54'10"E	189.07'	95.86'
C7	24°22'36"	270.00'	114.87'	S42°15'40"W	114.01'	58.32'
C8	25°46'10"	330.00'	148.42'	S41°33'53"W	147.17'	75.49'
C9	89°59'39"	15.00'	23.56'	S80°21'12"W	21.21'	15.00'
C10	90°00'21"	15.00'	23.56'	S09°38'48"E	21.21'	15.00'
C11	28°12'40"	205.00'	100.94'	S68°45'19"E	99.92'	51.51'
C12	20°57'31"	145.00'	53.04'	S65°07'44"E	52.75'	26.82'
C13	63°49'17"	25.00'	27.85'	N72°28'52"E	26.43'	15.57'
C14	277°35'21"	60.00'	290.69'	N00°38'07"W	79.05'	52.54'
C15	41°01'12"	25.00'	17.90'	N62°21'03"W	17.52'	9.35'
C16	90°00'00"	15.00'	23.56'	S80°21'23"W	21.21'	15.00'
C17	90°00'00"	15.00'	23.56'	S09°38'37"E	21.21'	15.00'
C18	20°05'10"	330.00'	115.69'	S64°41'13"E	115.10'	58.44'
C19	20°05'10"	270.00'	94.65'	S64°41'13"E	94.17'	47.82'
C20	20°27'49"	180.00'	64.29'	S84°57'42"E	63.95'	32.49'
C21	13°05'57"	120.00'	27.43'	S81°16'46"E	27.38'	13.78'
C22	54°01'13"	48.50'	45.73'	N65°09'39"E	44.05'	24.72'
C23	266°39'16"	60.00'	279.24'	N08°31'19"W	87.29'	63.61'
C24	39°59'55"	48.50'	33.86'	N75°11'39"W	33.17'	17.65'
C25	5°22'04"	630.00'	59.02'	S43°56'30"W	59.00'	29.53'
C26	14°01'40"	630.00'	154.24'	S34°14'38"W	153.86'	77.51'
C27	4°15'33"	630.00'	46.83'	S25°06'01"W	46.82'	23.43'
C28	2°00'20"	770.00'	26.95'	N23°58'25"E	26.95'	13.48'
C29	10°22'48"	770.00'	139.50'	N30°09'59"E	139.31'	69.94'
C30	10°14'11"	570.00'	101.84'	N40°28'28"E	101.70'	51.05'
C31	8°51'24"	570.00'	88.11'	N50°01'16"E	88.02'	44.14'
C32	11°29'10"	330.00'	66.15'	S48°42'23"W	66.04'	33.19'
C33	14°17'00"	330.00'	82.27'	S35°49'18"W	82.05'	41.35'
C34	5°13'13"	270.00'	24.60'	S32°40'58"W	24.59'	12.31'
C35	19°09'23"	270.00'	90.27'	S44°52'16"W	89.85'	45.56'
C36	1°33'05"	630.00'	17.06'	N53°40'26"E	17.06'	8.53'
C37	9°05'59"	630.00'	100.06'	N48°20'54"E	99.95'	50.13'
C38	8°26'32"	630.00'	92.83'	N39°34'39"E	92.74'	46.50'
C39	69°38'31"	60.00'	72.93'	S76°39'41"E	68.52'	41.73'
C40	42°31'14"	60.00'	44.53'	N47°15'27"E	43.51'	23.35'
C41	39°47'05"	60.00'	41.66'	N06°06'17"E	40.83'	21.71'
C42	77°04'39"	60.00'	80.72'	N52°19'35"W	74.77'	47.79'
C43	48°33'53"	60.00'	50.86'	S64°51'09"W	49.35'	27.07'
C44	13°11'35"	330.00'	75.99'	S61°14'25"E	75.82'	38.16'
C45	6°53'35"	330.00'	39.70'	S71°17'00"E	39.68'	19.87'
C46	17°57'40"	180.00'	56.43'	S83°42'38"E	56.20'	28.45'
C47	2°30'09"	180.00'	7.86'	N86°03'27"E	7.86'	3.93'
C48	92°44'17"	60.00'	97.12'	N78°26'10"E	86.86'	62.94'
C49	42°49'20"	60.00'	44.84'	N10°39'21"E	43.81'	23.53'
C50	37°47'32"	60.00'	39.58'	N29°39'05"W	38.86'	20.54'
C51	93°18'06"	60.00'	97.71'	S84°48'06"W	87.26'	63.56'
C52	39°12'02"	48.50'	33.18'	N57°45'04"E	32.54'	17.27'
C53	14°49'10"	48.50'	12.54'	N84°45'40"E	12.51'	6.31'
C54	11°06'53"	830.00'	161.01'	N29°47'56"E	160.76'	80.76'
C55	1°16'15"	830.00'	18.41'	N23°36'22"E	18.41'	9.20'
C56	25°08'35"	300.00'	131.65'	S41°52'40"W	130.60'	66.90'
C57	19°05'35"	600.00'	199.94'	N44°54'10"E	199.02'	100.91'
C58	12°23'08"	800.00'	172.93'	N29°09'49"E	172.60'	86.81'
C59	23°39'17"	600.00'	247.71'	S34°47'53"W	245.96'	125.65'
C60	46°48'03"	175.00'	142.94'	S78°03'00"E	139.00'	75.73'
C61	20°05'10"	300.00'	105.17'	S64°41'13"E	104.63'	53.13'
C62	24°34'00"	150.00'	64.32'	S87°00'48"E	63.82'	32.66'

NUMBER	DIRECTION	DISTANCE
L1	S08°25'41"E	12.16'
L2	S46°37'32"W	17.96'
L3	S43°22'28"E	60.00'
L4	S46°37'32"W	87.74'
L5	S22°58'15"W	55.78'
L6	S46°37'32"W	87.74'
L7	S35°21'23"W	53.36'
L8	S54°38'37"E	55.37'
L9	S54°38'37"E	55.37'
L10	S73°26'52"E	36.69'
L11	S56°10'58"E	21.65'
L12	S22°26'49"W	55.43'
L13	S20°50'00"W	61.65'

WILLIAM GRAY SURVEY
ABS. NO. 251

352.74 AC.
CONVEYED TO JOHN DANLEY AUSTIN
DOC. NO. 2012065699
2052 COUNTY ROAD 201 LIBERTY HILL, TX 78642

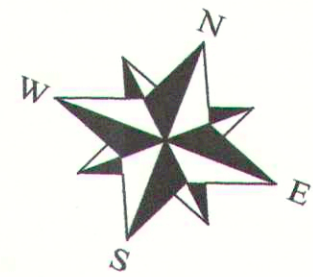


G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000
SHEET 2 OF 4

FINAL PLAT OF CLEARWATER RANCH PHASE THREE

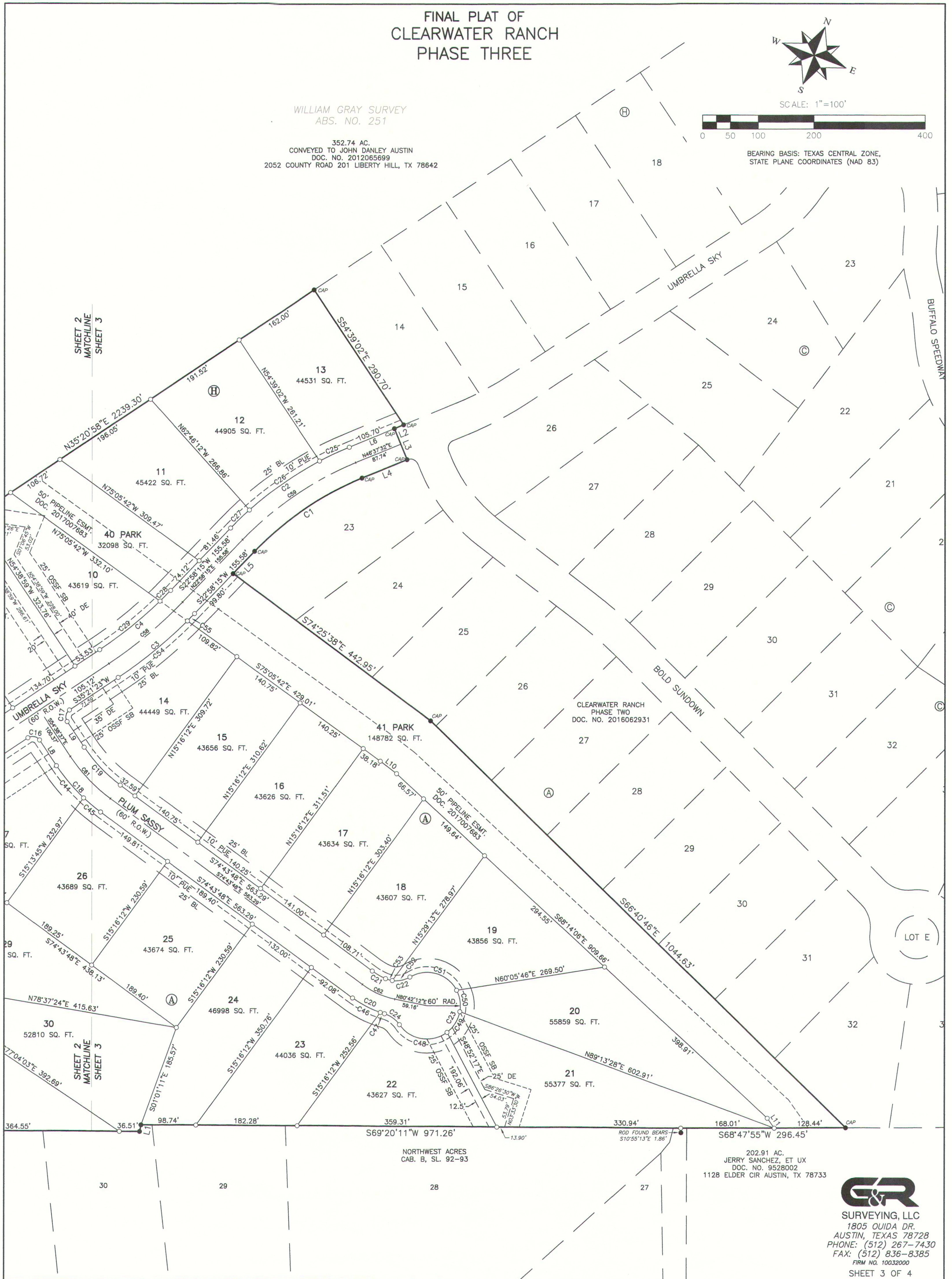
WILLIAM GRAY SURVEY
ABS. NO. 251

352.74 AC.
CONVEYED TO JOHN DANLEY AUSTIN
DOC. NO. 2012065699
2052 COUNTY ROAD 201 LIBERTY HILL, TX 78642



SCALE: 1"=100'

BEARING BASIS: TEXAS CENTRAL ZONE,
STATE PLANE COORDINATES (NAD 83)



202.91 AC.
JERRY SANCHEZ, ET UX
DOC. NO. 9528002
1128 ELDER CIR AUSTIN, TX 78733

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000
SHEET 3 OF 4

MAY 01 2019

FINAL PLAT OF CLEARWATER RANCH PHASE THREE

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

THAT, LOOKOUT DEVELOPMENT GROUP, L.P., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2007058807 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 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, 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 CLEARWATER RANCH PHASE THREE.

WILLIAM R. HINCKLEY, PRESIDENT
LOOKOUT GROUP, INC.
GENERAL PARTNER LOOKOUT DEVELOPMENT GROUP, L.P.
WILLIAM R. HINCKLEY, OPERATING MANAGER
MORNINGSIDE LAND AND CATTLE CO., L.L.C.
GENERAL PARTNER KEY-DEER HOLDINGS, L.P.
2370 RICE BOULEVARD, SUITE 200
HOUSTON, TEXAS 77005

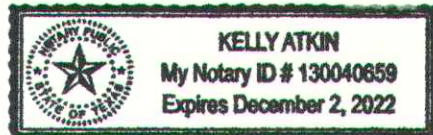
DATE

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, WILLIAM R. HINCKLEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th DAY OF April, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON 12/2/22



STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, PHILLIP L. McLAUGHLIN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY STATE THAT THIS PLAT CONFORMS WITH APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND HEREBY CERTIFY THAT A SURVEY OF THE PROPERTY SHOWN HEREON WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN.

PHILLIP L. McLAUGHLIN 04-25-19
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5300



STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, LUKE CARAWAY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY STATE THAT THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE LIMITS OF A 100 YEAR FLOOD PLAIN RECOGNIZED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PER FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48491C 0250E DATED SEPT. 26, 2008, UNLESS CONTAINED WITHIN DRAINAGE EASEMENTS SHOWN HEREON.

LUKE CARAWAY, P.E.
STATE OF TEXAS NO. 125677
KIMLEY-HORN
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 300
AUSTIN, TX 78759
512-418-4505



THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE

PLAT NOTES

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

- 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 REPRESENTATION 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 CONVEYED 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.

- NO PORTION OF THIS TRACT LIES WITHIN A FEMA 100-YEAR FLOODPLAIN, AS IDENTIFIED ON FEMA MAP PANEL NO. 48491C0250E, EFFECTIVE SEPTEMBER 26, 2008.
- 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.
- NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
- RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
- THIS TRACT IS SUBJECT TO A BLANKET TYPE PIPELINE EASEMENT TO SEMINOLE PIPELINE COMPANY, DESCRIBED IN VOLUME 849, PAGE 160, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 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.
- 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.
- FOR ALL NON-RESIDENTIAL LOTS IN THIS SUBDIVISION, NO TYPE OF BUILDING NEEDING WATER OR OSSF IS ALLOWED TO BE CONSTRUCTED ON LOTS 39 AND 41, BLOCK A AND LOTS 38 AND 40, BLOCK H.
- ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) NOTES

- NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
- ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
- WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES (OSSF).

BENCHMARK INFORMATION:

T.B.M #1 = PT. 513 - IRON ROD FOUND
N = 10231868.02
E = 3050120.68
ELEV. = 1015.51

PER PROJECT LAYOUT & BENCHMARK MAP
OF CLEARWATER RANCH SUBDIVISION SECTION 1
BY HAYNIE CONSULTING, INC.
DATED 2-16-13

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 13 DAY OF May, 2019 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

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 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 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.

TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

DATE

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES SHOWN 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

THE STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, NANCY RISTER, CLERK OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND 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 ON THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK

____M., OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE _____ DAY

OF _____, 20____, A.D.

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____
DEPUTY



SURVEYING, LLC

1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

SHEET 4 OF 4

Commissioners Court - Regular Session**19.****Meeting Date:** 05/07/2019

Access Agreement with Big Fish Entertainment for LivePD for County Sheriff

Submitted For: Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action for approval of an Access Agreement between Williamson County, Texas, Williamson County Sheriff's Office and Big Fish Entertainment, LLC for the continuation of the Williamson County Sheriff's Office's participation in the "Almost Live" multi-part television series currently entitled "Live PD".

Background

This agreement will extend the original agreement to May 1, 2020 and the parties shall have the right to extend the term thereafter until May 1, 2021 by mutual written agreement. All other terms and conditions remain the same as those set out in the original agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Live PD Access Agreement](#)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 05/02/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

05/02/2019 09:16 AM

05/02/2019 11:18 AM

Started On: 04/24/2019 12:21 PM



January 16, 2019

Williamson County Sheriff's Office
508 S. Rock St.
Georgetown, TX 78626
Attn: Sheriff Robert Chody

Re: "Live PD" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from January 16, 2019 (the "Effective Date"), between Williamson County, Texas ("County"), Williamson County Sheriff's Office ("WCSO") and Big Fish Entertainment LLC ("Producer") with respect to Producer's television series currently entitled "Live PD" as more fully described in Exhibit A attached hereto (the "Series"):

1. Term and Termination. The term of this Agreement ("Term") is the period commencing on the Effective Date and continuing through and including, May 1, 2020 (the "Initial Term"). The parties shall have the right to extend the Term until, May 1, 2021 by mutual written agreement. If any television network for which Producer is producing the Series (the "Network") desires additional options to order more Series episodes for production requiring access beyond the Initial Term, Producer, County and WCSO shall negotiate in good faith to extend the Term as required by the Network (for purposes of this Agreement any extension hereunder may collectively be referred to as the "Extended Term"). The WCSO may immediately terminate this Agreement, with or without cause, upon thirty days (30) written notice to Producer.
2. Access. During the Initial Term and any Extended Term, County and WCSO grants to Producer and its production personnel permission to enter upon and film at WCSO's offices, facilities and vehicles utilized by and/or in connection with WCSO (including, but not limited to, stations or precincts (or the equivalent), jail facilities, offices, patrol cars or other vehicles) (collectively, "WCSO Property") in addition to permission to accompany WCSO officers or other personnel (collectively "WCSO Personnel") during the course of their duties or otherwise (subject to the advance limitation and/or restrictions imposed by WCSO as necessary for the safety and security of the WCSO Personnel, WCSO Property and/or any other persons or property) for the purpose of filming, videotaping, photographing and otherwise recording the WCSO Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of WCSO Property, including names, signs and identifying insignia of WCSO in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. WCSO reserves the right to restrict access to some areas of WCSO Property or require Producer to be accompanied by WCSO Personnel in certain designated areas. Producer shall have the right to make such use of WCSO Property as may reasonably be required, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on WCSO Property, and Producer agrees to remove same after completion of work and leave WCSO Property in substantially the same condition as when Producer entered upon WCSO Property, reasonable wear and tear excepted. WCSO further agrees that Producer shall be entitled to return to WCSO Property thereafter at a mutually acceptable date and time, if and as required for still photography or other activity required in connection with the production, promotion or other exploitation of the Series.
3. Agreement. County and WCSO licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise film WCSO Personnel and WCSO Property and all WCSO

Personnel and WCSO Property names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials to which Producer is afforded access hereunder in and in connection with the development, production, exhibition, exploitation, and promotion of the Series, related series or derivative work (e.g., *Police Patrol*), and the marketing, promotion, and publicity thereof and/or otherwise, in all forms of media, now known or hereinafter invented, throughout the world an unlimited number of times in perpetuity. WCSO Personnel and WCSO Property shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the WCSO Personnel and WCSO Property that would be defamatory to County, WCSO Personnel and WCSO Property; provided that the foregoing shall not apply to statements made by third parties (e.g., statements by suspects and/or anyone else who may come in contact with the WCSO Personnel or WCSO Property). In the event Producer should use WCSO Personnel and WCSO Property for such purposes (subject to the aforementioned exception for third party statements), such use shall be deemed a material breach of this Agreement and County may immediately terminate this Agreement and avail itself of any remedies allowed at law or in equity.

4. Exclusivity. Until the expiration of the one (1) year period commencing upon the end of the Initial Term or Extended Term: (a) the rights of access and license granted by WCSO pursuant to paragraphs 2 and 3 above, respectively, shall be exclusive to Producer with respect to "Live" or "Almost Live" long-form programming produced for exhibition by means of television, the Internet and/or any other audio-visual media (whether now known or hereafter invented), excluding news programming and programming covering the activities of WCSO produced for exhibition on WCSO's website (collectively, "Permitted Programming"); and (b) WCSO shall not authorize anyone (other than Producer) to develop and/or produce programming of a similar format or concept that depicts the activities of WCSO in any audio-visual media, except for Permitted Programming.
5. Safety / Security Review and Consultation Rights. Producer will provide WCSO with twenty-four (24) hours to review and comment on any pre-recorded segments of the Series featuring WCSO Property or WCSO Personnel for the purpose of identifying any safety or security risks by WCSO (e.g. recognition of a confidential informant, undercover officer, etc). If no comments are received by Producer following such twenty-four (24) hour period, the segments will be deemed reviewed by WCSO. Producer shall provide a WCSO representative (the "Representative") with the right to be in the local control room for the Series or on the ground with Producer's crew during Producer's filming with the WCSO to review material being captured and distributed in connection with the Series. In both instances, WCSO shall have the right to review the content for factual accuracy, security and/or safety concerns, and WCSO classified information, provided that it is understood that Producer and Network shall make the final decision regarding the creative content of the Series and each episode thereof (including without limitation themes, featured events, story line, timeline, sequence of events, etc.).
6. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of WCSO Property or WCSO Personnel created by or with the authorization of Producer are collectively referred to herein as the "Material". Producer shall be the sole and exclusive owner of the Material with the right for the full period of copyright, including all extensions and renewals thereof, and thereafter in perpetuity, throughout the universe, to use and re-use, an unlimited number of times, all or any part of the Material for the purpose of making and producing television programs and other works, and advertising, publicizing and exploiting the same, by all means and in all media, whether now known or hereafter devised, and to authorize others so to do. Except as may otherwise be set out herein, neither WCSO, nor any employee of WCSO, nor any other party now or hereafter having an interest in WCSO Property or Personnel, shall have any right of action against Producer or any other party arising out of any use of said Material. Neither the expiration of this Agreement in its normal course nor its sooner termination for any reason shall affect the ownership by Producer of the Material. Producer may not commercially exploit the Materials for any purpose other than as provided for herein, without WCSO's prior written approval. Notwithstanding anything to the contrary contained herein, Producer agrees that all raw (e.g., unaired) footage of the Material ("Raw Footage") shall be destroyed by Producer no later than thirty (30) days after the Raw Footage is captured, except to the extent Producer required to retain the Raw Footage pursuant to a valid court order or other state or federal laws.

7. Credit. WCSO acknowledges that any credits or other identification of WCSO that Producer may furnish in connection with the Series or otherwise shall be at Producer's sole discretion. Notwithstanding the foregoing, Producer agrees to accord WCSO an on-screen credit in substantially the form "Special Thanks to Williamson County Sheriff's Office" in accordance with the Network's then-current credit policies, for all Series episodes in which WCSO personnel and activities are depicted. Producer shall determine the size, position, manner of presentation and all other matters with respect to such credit in its sole discretion. No casual or inadvertent failure by Producer, nor any failure by any third party, to accord such credit shall be deemed a breach of this Agreement by Producer.
8. No Obligation to Proceed. WCSO acknowledges and agrees that Producer is not obligated to actually use WCSO Property or produce the Series or include the Material in the episode of the Series for which it was prepared or otherwise exercise any or all of Producer's rights hereunder.
9. No partnership. It is expressly understood and agreed that the parties do not by this Agreement intend to form an employment relationship or agency relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, agency relationship, partnership or joint venture. Producer shall have the exclusive right to control the details of its operations and activities and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees and representatives. WCSO and WCSO Personnel shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to any other creative or logistical requests placed upon them by, or as a result of, the filming and production of the Series.
10. Insurance. Producer shall carry the following insurance coverage with a company that is licensed to do business in Texas:
 - 10.1.1. Commercial General Liability
 - a. Combined limit of not less than \$2,000,000 per occurrence; \$4million aggregate or
 - b. Combined limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate and Umbrella Coverage in the amount of \$4,000,000. Umbrella policy shall contain a follow-form provision and shall include coverage for personal and advertising injury.
 - c. Defense costs shall be outside the limits of liability.
 - 10.1.2. Automobile Liability Insurance covering any vehicle used by Producer under this Agreement, including owned, non-owned, or hired vehicles, with a combined limit of not less than \$1,000,000 per occurrence.
 - 10.1.3. Statutory Workers' Compensation and Employers' Liability Insurance requirements per the amount required by statute.
- 10.2. General Insurance Requirements:
 - 10.2.1. All applicable policies shall name "Williamson County, Texas" as an additional insured thereon, as its interests may appear. The term "Williamson County, Texas" shall include its employees, officers, officials, agents, and volunteers.
 - 10.2.2. A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to the County. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Williamson County Judge, 710 Main Street, Suite 101, Georgetown, Texas 78626.
 - 10.2.3. Certificates of Insurance evidencing that the Producer has obtained all required insurance shall be delivered to and approved by the Williamson County Sheriff prior to execution of this Agreement.

10.2.4. Any deductible will be the sole responsibility of the Producer and may not exceed \$50,000 without the written approval of the County. Coverage shall be claims-made, with a retroactive or prior acts date that is on or before the effective date of this Agreement. Coverage shall be maintained for the duration of the contractual agreement and for one (1) year following completion or termination of this Agreement.

11. Indemnification and Assumption of Risk.

11.1. PRODUCER HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY OF ANY KIND, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.

DURING THE INITIAL TERM OR ANY EXTENDED TERM OF THIS AGREEMENT, PRODUCER COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, WCSO, THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.

11.2. Producer, in using the WCSO Property and other equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. County shall not be liable for any damages to property or damages arising from personal injuries sustained by Producer or any of its agents, contractors, employees, patrons, Producers, invitees, performers or guests, while in, on or about the WCSO Property, including buildings, parking area walkways of the WCSO Property or that occur during activities conducted under this Agreement. Producer assumes full responsibility for any property damage or injury which may occur to Producer, its agents, contractors, employees, patrons, Producers, invitees, performers or guests which occur in, on or about the WCSO Property or that occur during activities conducted under this Agreement.

11.3. Producer acknowledges that County lacks legal authority to grant permission for the use of the names or likenesses of third-party individuals (i.e., non-county employees and/or contractors) who might appear in the Producer's Series. Producer shall be solely and exclusively responsible and liable with respect to obtaining any filming and photography releases required with respect to such third-party persons and third-party property. PRODUCER AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY THIRD-PARTY CLAIMS RELATING TO THE UNAUTHORIZED USE, FILMING, TAPING, RECORDING, OR PHOTOGRAPHING OF ANY INDIVIDUAL OR THIRD-PARTY PROPERTY.

11.4. IT IS FURTHER AGREED THAT PRODUCER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COUNTY FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, ACTIONS, OR EXPENSES OF EVERY TYPE AND DESCRIPTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE OUTSIDE ATTORNEY'S FEES, TO WHICH COUNTY MAY BE SUBJECTED ARISING OUT OF OR RELATED TO PRODUCER'S USE OF ANY THIRD-PARTY INTELLECTUAL PROPERTY BY REASON OF AN ALLEGED OR ACTUAL INTELLECTUAL PROPERTY VIOLATION. COUNTY EXPRESSLY ASSUMES NO OBLIGATION TO REVIEW OR OBTAIN APPROPRIATE LICENSING, AND ALL SUCH LICENSING SHALL BE THE EXCLUSIVE OBLIGATION OF PRODUCER.

12. Governing Law and Venue. This Agreement and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the substantive laws of the State of Texas, without regard to the conflict of law provisions thereof. Venue for any action or suit arising under or relative to this Agreement or brought to interpret or enforce this Agreement shall lie exclusively in the appropriate state or federal court situated in Williamson County, Texas and the parties submit to the in personam jurisdiction thereof and waive any objections they may have as to jurisdiction or venue in any such courts.

13. Compliance with Laws, Ordinances, Rules and Regulations. Producer covenants and agrees that it shall not

engage in any unlawful activities or unlawful use of the WCSO Property. Producer further agrees that it shall not permit its officers, agents, servants, employees, contractors, subcontractors, patrons, producers or invitees to engage in any unlawful conduct or use of the WCSO Property. Unlawful activities or unlawful use of the WCSO Property by Producer itself shall constitute a breach, and this Agreement shall immediately terminate.

Producer agrees to comply with all federal, state and local laws; all ordinances, rules and regulations of County and WCSO; and all rules and regulations adopted by the County and WCSO pertaining to the WCSO Property and WCSO Personnel of which WCSO and/or County shall make Producer aware of in advance. If County or WCSO notifies Producer or any of its officers, agents, employees, contractors, subcontractors, Producers or invitees of any violation of such laws, ordinances, rules or regulations, Producer shall immediately desist from and correct the violation. In the event Producer fails to do so, County or WCSO may immediately terminate this Agreement.

14. Notice. Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

If to WCSO:

Williamson County Sheriff's Office
508 S. Rock St.
Georgetown, TX 78626
Attn: Sheriff Robert Chody

With a courtesy copy to:

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

If to Producer:

Big Fish Entertainment, LLC
5 Times Square
Floors 9 & 10
New York, NY 10036
Attention: Daniel Cesareo

With a courtesy copy to:

Del Shaw Moonves Tanaka Finkelstein & Lezcano
2029 Century Park East, Suite 1750
Los Angeles, CA 90067
Attn: Ethan J. Cohan, Esq. and Todd J. Weinstein, Esq.


15. Miscellaneous. Each of the individuals signing this Agreement below represents that such individual is empowered to execute this Agreement on behalf of the party for which such individual is acting. Producer may assign its rights under this Agreement in whole or in part to any person, firm, or corporation related to the production, distribution or exploitation of the Series. WCSO shall not be permitted to assign or delegate any of rights or obligations under this Agreement. Except if required by law, WCSO shall at all times keep the terms of this Agreement confidential. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any executed counterpart sent by facsimile or transmitted electronically in Portable Document Format ("PDF") shall be treated as originals,

fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. In the event that any provision hereof shall be deemed invalid or unenforceable due to any law, said provision shall be modified to the minimum extent necessary to effect compliance with such law, and in any event such invalidity or unenforceability shall have no effect upon the remaining terms and condition hereof. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein, supersedes and replaces all prior understandings and agreements concerning such subject matter, whether written or oral, and cannot be modified except in writing signed by the parties.

If the foregoing complies with your understanding of our agreement, please so signify by countersigning this letter where indicated below.

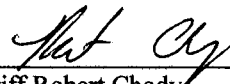
Very truly yours,

BIG FISH ENTERTAINMENT LLC

By: 
Daniel Cesareo, President

ACKNOWLEDGED AND AGREED:

WILLIAMSON COUNTY SHERIFF'S OFFICE

By: 
Sheriff Robert Chody,
Williamson County Sheriff

Date: 4/24/19, 2019

WILLIAMSON COUNTY, TEXAS

By: _____
Judge Bill Gravell, Jr.
Williamson County Judge

Date: _____, 2019

Exhibit A

Series Concept

Big Fish Entertainment LLC ("Producer") proposes an "Almost Live" multi-part series that embeds in several cities across the country following several officers in each location for the duration of the series. It's an unprecedented "Almost Live" look at law enforcement in America as never before seen on television. "The appearance of" no editing, and the feeling as if content is coming straight from the street to living rooms across America. We'll embed in several cities across the country following several officers in each city across the 8-12 week run.

In Williamson County, Texas, we propose embedding with Williamson County Sheriff's Office ("WCSO") on "Ride Alongs" to capture the "real-time" perspective and diversity within the department and the County of Williamson. The story will be told through the "Almost Live" experiences on patrol. In Addition to the "Almost Live" content, episodes will feature pre-taped packages that will further showcase the officers, the work, the locations and the departments.

Almost Live

The cell phone has turned every bystander into a citizen journalist. The Internet is littered with hundreds of thousands of dashboard cams. Many Police Departments across the country in an effort to encourage transparency and communication have instituted "live tweeting" from patrol units to the community. "Live PD" will be an extension of this close to real-time communications and outreach effort. Each week we will broadcast "almost live" from patrol.

While the concept as a television series is new, several members of the Big Fish production team have worked on various law enforcement, emergency services and military focused programs and we are intimately familiar with the legal and ethical concerns and will work closely to ensure all guidelines are met.

Safety and Legal Precautions

The "Almost Live" aspect will be on a 10-25 minute time delay. This delay will allow us to eliminate or blur sensitive material and address any legal concerns prior to broadcast. A WCSO department representative will have access to the broadcast control room on location to ensure the standards of content and safety protocols on behalf of the officers, the department, and the County.

Network

A&E, home to "First 48" and "Scared Straight, is currently the broadcast partner for the project.

Timeline

The embed commitment is currently intended to be for 8-12 weeks. "Almost Live" filming will be a commitment of 2-3 hours a week with a commitment of 1-2 additional shifts outside of the "almost live" taping.

Film Crews

Each crew will generally consist of two-three members: one camera operator, one audio person and one producer (only when necessary). The crew will have extensive experience working with Police and be

certified in field and safety procedures in the field. As always they will follow the direction of their assigned law enforcement. Safety of the officers and film crew are paramount. At no time will safety be secondary to filming. Officers will control environment at all times and be able to stop filming at their discretion.

Access to Locations

The primary locations for the series shall include public streets, WCSO headquarters, WCSO precincts, WCSO locker-rooms, local jails, detective and similar offices and patrol cars. Producer will be responsible for obtaining permission to shoot on any private property.

Access to the Williamson County Sheriff's Office

Producer requires access to one small area within the WCSO facilities to stage its operations, re-charge batteries, and undertake other production-related activities. Producer will be responsible for security of its equipment. Producer will need parking for two vehicles at the police station or at a parking lot adjacent to the WCSO facilities.

Access to Key Characters

The proposed main characters in the series would include 3 to 5 key officers involved in the WCSO. Coverage of officers would be simultaneous at times, but may also rotate periodically. The privacy of all officers will be respected and strictly enforced.

Activities

Producer filming may include, without limitation, any and/or all of the following activities:

- Investigations
- Operations
- Day-to-day police station meetings, shift changes, etc.
- Officers preparing for their shifts
- Any assignment process
- Day time patrol car ride along
- Night time patrol ride along
- Regular Interviews with key officers of the police station
- Activity at the police station
- Jail operations when appropriate, and as allowed by the individual county who operates the jail.

All access will be controlled by the WCSO's Public Information Officer as well as the specific officers involved. Producer will provide a liaison with the WCSO to maintain communication and updates at all times concerning the activities and whereabouts of the production crew. Producer will work with WCSO members to develop strict protocols in regards to the parameters of filming. The Series will not reveal any confidential investigative tactics that WCSO instructs Producer not to release as public information.

Commissioners Court - Regular Session**20.****Meeting Date:** 05/07/2019

Jury Appreciation Resolution

Submitted For: Lisa David**Submitted By:** Lisa David, District Clerk**Department:** District Clerk**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on a resolution by declaring May 20-24, 2019 as Jury Appreciation Week in Williamson County.

Background

Jury Appreciation Week was created by legislation passed in 2015 by the 84th Legislature and was first celebrated in the year 2016. The month of May is dedicated to honoring those who give their time to participate as jurors in our judicial system.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[resolution](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lisa David

Final Approval Date: 04/30/2019

Reviewed By

Andrea Schiele

Date

04/30/2019 03:29 PM

Started On: 04/30/2019 02:32 PM



WILLIAMSON COUNTY, TEXAS
PROCLAMATION DECLARING MAY 20-24, 2019 AS
JURY APPRECIATION WEEK



The County of Williamson is proud to join the Williamson County Commissioners Court in honoring citizens who serve as jurors in Williamson County. We also extend our sincere thanks and appreciation to all employers who support the jury system by paying their employees for jury service. In honoring the excellent service and commitment of citizens who perform jury duty, we hope to reinforce public confidence in the justice system, improve communication with jurors and employers and disseminate an important and positive message about jury service.

WHEREAS, the right to a trial is one of the core values of American citizenship; and

WHEREAS, the obligation and privilege to serve as a juror are as fundamental to our democracy as the right to vote; and

WHEREAS, our court depends upon citizens to serve as jurors; and

WHEREAS, service by citizens as jurors is indispensable to the judicial system; and

WHEREAS, all citizens should be encouraged to respond when summoned for jury service; and

WHEREAS, a continuing and imperative goal for the courts, the bar, and the broader community is to ensure that jury selection and jury service are fair, effective, and not unduly burdensome on anyone; and

WHEREAS, one of the most significant actions a court system can take is to show appreciation for the jury system and for the thousands of citizens who annually give their time and talents to serve on juries.

BE IT RESOLVED, that Lisa David, District Clerk, together with the Williamson County Judiciary is committed to the following goals:

- Educating the public about jury duty and the importance of jury service;
- Applauding the efforts of jurors who fulfill their civic duty;
- Ensuring that the responsibility of jury service is shared fairly by supporting employees who are called upon to serve as jurors;
- Ensuring that the responsibility of jury service is shared fairly among citizens and that a fair cross section of the community is called for jury service;
- Ensuring that all jurors are treated with respect and that their service is not unduly burdensome;
- Providing jurors with tools that will assist their decision making; and
- Continuing to improve the jury system by encouraging productive dialogue between jurors and court officials

BE IT FURTHER RESOLVED, that the week of May 20-24, 2019 be designated **JURY APPRECIATION WEEK** and that the undersigned support(s) the celebration of this week. **ADOPTED THIS THE 7TH DAY OF MAY, 2019.**

Bill Gravell, Jr., County Judge

Lisa David, District Clerk

Terry Cook, Commissioner, Precinct 1

Cynthia Long, Commissioner, Precinct 2

Valerie Covey, Commissioner, Precinct 3

Russ Boles, Commissioner, Precinct 4

Commissioners Court - Regular Session**21.****Meeting Date:** 05/07/2019

Elder Abuse Awareness Month Proclamation

Submitted For: Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a proclamation designating the month of May 2019 as Elder Abuse Awareness Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsElder Abuse Awareness Month Proclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Date

05/02/2019 11:37 AM

Started On: 05/02/2019 08:32 AM



PROCLAMATION

WHEREAS, elderly residents are vital and integral members of our society, and they have contributed their wisdom and experience to Williamson County by helping to preserve customs, history, and traditions from diverse backgrounds, which have enriched our lives; and

WHEREAS, abuse of the elderly in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, Texas Adult Protective Services In-Home Caseworkers in Williamson County have investigated 1,250 intakes of which 750 cases of abuse, neglect and/or exploitation were confirmed against our elderly Texans in 2018; and

WHEREAS, elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

WHEREAS, elder abuse does not discriminate and can happen to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated, and in rural, suburban, and urban areas; and

WHEREAS, many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need;

NOW, THEREFORE, the Williamson County Commissioners Court does hereby proclaim the month of May 2019 to be Elder Abuse Prevention Month in Williamson County and urge all citizens to work together to help reduce abuse and neglect of people who are elderly.

Signed on this date: _____

Bill Gravell, County Judge

Terry Cook, Commissioner Precinct 1

Valerie Covey, Commissioner Precinct 3

Cynthia Long, Commissioner Precinct 2

Russ Boles, Commissioner Precinct 4

Commissioners Court - Regular Session**22.****Meeting Date:** 05/07/2019

Specialty Court Program Coordinator

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 converting PCN 1900 Specialty Court Coordinator to a Specialty Court Program Coordinator.

Background

Due to the complexities of this position such as grant writing, budget monitoring, experience with mental health and substance abuse, and being a case manager for both Courts, Human Resources has reevaluated the job description and grade. They recommend converting the position from a nonexempt B.23 to an exempt B.24. This would place the Coordinator position in line with a Court Admin 2 in the Employee Policy Manual. There is no fiscal impact.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsJob Description

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Date

05/02/2019 11:28 AM

Started On: 05/01/2019 10:56 AM

Williamson County Job Description
Department/Office: County Court at Law 2

Job Title: Specialty Court Program
Coordinator

FLSA: Exempt

Pay Grade: B.24

Effective Date: 4.2019

JOB SUMMARY

Reporting directly to the County Court at Law 2 Judge, responsible for managing the daily activities of the specialty court programs administered through County Court at Law 2.

EXAMPLES OF WORK PERFORMED

- Develops program guidelines, policies and procedures; approves related projects
- Identifies and manages grant resources critical to funding streams to ensure program sustainability
- Determines and implements contingency plans regarding grant availability and funding
- Interviews eligible applicants referred to explain the program and its requirements
- Monitors and documents candidate's application process and upon approval for admission into the program, schedules the plea-in date
- Conducts assessments of participants needs, coordinates with providers to prepare casework/service plans, monitors progress and prepares written updates
- Serves as point of contact for coordination between the Project Teams, County Attorney, District Attorney, Adult Probation and other service providers involved
- Prepares and disseminates information necessary for success of Project Team staffing, court proceedings and graduations
- Produces required specialty court reports and presentations; compiles, maintains, and evaluates program statistics
- Orders applicable testing per budget availability and program cases
- Coordinates with other service agencies, organizations and vendors to provide specialty court participants with appropriate services, information and referrals
- Provides basic needs counseling and problem-solving assistance or case management services to program participants
- Assists participants in obtaining vocational and employment services
- Plans, organizes and participates in special projects, including outreach efforts, public speaking and special activities for program participants
- Coordinates with Auditor's office to prepare required grant reports, compiles statistical information to monitor grant compliance, and assists with monitoring of budgets
- Organizes and arranges training opportunities for the project teams
- Participates in and networks with the Texas Association of Specialty Court and the National Association of Drug Court Professionals
- Coordinates and plans commencement ceremonies for the specialty courts
- Readily complies with departmental and countywide policies and procedures
- Performs special duties as assigned

ORGANIZATION RELATIONSHIPS

- Reports directly to: County Court at Law 2 Judge
- Direct Reports – No

Williamson County Job Description
Department/Office: County Court at Law 2

Job Title: Specialty Court Program
Coordinator

FLSA: Exempt

Pay Grade: B.24

Effective Date: 4.2019

PHYSICAL DEMANDS

- Position involves prolonged sitting at a workstation, reaching, walking, twisting, bending, repetitive motions, and standing
- Position involves occasional lifting and carrying of up to fifty (50) pounds and exertion of up to twenty-five (25) pounds of force to move objects

ENVIRONMENTAL FACTORS

- Work is primarily indoors in an air-conditioned office
- Occasional travel between work sites and venues as required

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

MINIMUM QUALIFICATIONS

- Bachelor's degree in behavioral or social science, criminal justice or another closely related field
- Three (3) years of experience in the criminal justice or social work field conducting interviews, providing case management or relatable equivalent experience
- Demonstrated work performing program and policy development, implementation and program management or related area
- Demonstration of strong communication, interpersonal skills, analytical skills and project management skills

PREFERRED QUALIFICATIONS

- Master's degree in behavioral or social science, criminal justice or another closely related field
- Knowledge of Court Operations and procedures and Courts System Case management principles and processes
- Three (3) years Court Administrator experience within Williamson County
- Prior interviewing experience
- Veteran of the US Armed Services

EMPLOYMENT TESTING

Employment is contingent on passing any post-offer pre-employment screening as listed below:

- Criminal background check: Yes
- Motor Vehicle Record check: Yes
- Drug screening: No
- Physical exam: No
- Psychological exam: No



Williamson County Job Description
Department/Office: County Court at Law 2

Job Title: Specialty Court Program
Coordinator

FLSA: Exempt

Pay Grade: B.24

Effective Date: 4.2019

- Additional: N/A

IRREGULAR HOURS

- Work outside of the normal office hours may be required
- Non-Essential personnel for emergency situations; unless otherwise designated by Judge

SUPPLEMENTAL INFORMATION

A Williamson County online application (resumes alone are not sufficient) must be received before the position is closed. Positions are open until filled, subject to close at any time after five business days. The Human Resources Department is located at 100 Wilco Way, Suite HR101, Georgetown, TX 78626. Phone (512) 943-1533 or visit our website at www.wilco.org/hr.

Williamson County is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. If you require an accommodation to apply for a position, please request assistance from the Human Resources Department.

TOBACCO FREE WORKPLACE POLICY

Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to and including termination of employment.

Commissioners Court - Regular Session**23.****Meeting Date:** 05/07/2019

Hiring for PCN #0031

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

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the hiring of a candidate for PCN 0031 in the County Attorney's office.

Background

County Attorney is requesting a salary increase for PCN 0031 in order to hire a qualified applicant for the Family Justice Legal Assistant.

This position is graded a B.20 and the current budgeted salary for this position is \$47,795.85.

This position was at one time secretarial in nature but has been developed over time to meet the growing complexity and highly sensitive nature of the County's Child Welfare cases, which address the risk to our children; our most vulnerable citizens. This requires a highly professional and skilled advocate in this position. The workload and subject matter of this position is very demanding and fast paced. An appropriate candidate must possess the ability to handle sensitive information, stressful subject matter, and make independent decisions when needed.

Working knowledge of Child Welfare laws and procedures.

Experienced supervisory skills.

Provides confidential high level support to the Family Justice Attorney's and Texas Department of Family and Protective Services(TDFPS).

Drafts petitions, motions, orders and other legal documents in all TDFPS cases.

Responsible for records management and filing, including e-filing with the courts and the office's electronic case management system.

Assists with preparation of discovery, subpoenas, briefs and other time sensitive legal documents.

Responsible for setting hearing dates, mediation dates and other settings as well as sending out notices of court hearings and arranging mediations.

Ability to handle complex civil litigation matters that involve multiple legal issues, multiple opposing parties, and multiple children.

Ability to deal with sensitive, emotional and stressful subject matters.

Attends court hearings to support Family Justice attorneys and to prepare all legal documents required during those hearings.

Works closely with outside agencies, including TDFPS, defense attorneys, CASA, CAC, The Office of the Attorney General, as well as inter-office departments such as the criminal divisions of the County and District Attorney's offices, Clerks' offices, court staff and other office staff.

Responsible for the management of docket calendars including but not limited to the entry of hearings, mediations, discovery deadlines, filing deadlines, and all other matters within the Family Justice division.

Responsible for regular updates to the Family Justice Attorneys for status of cases, deadlines and all other upcoming matters related to the Family Justice cases.

Requires knowledge and research skills of the Texas Family code and court procedural rules.

Compiles, organizes and makes available legal discovery.

Coordinates and communicates with witnesses for appearances for hearings and mediations.

Current county policy sets the maximum salary at 15% above the grade minimum. We are requesting that in this case we be allowed to offer a qualified candidate at \$47,794.85 due to the need for a highly skilled professional advocate for this position.

This position is scheduled to be reviewed by HR next year for appropriate grade, we believe that the minimum of Grade 20 is not adequate to attract qualified applicants for this position along with the 15% maximum rule.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Date

05/02/2019 11:44 AM

Started On: 05/02/2019 10:52 AM

Commissioners Court - Regular Session**24.****Meeting Date:** 05/07/2019

Hiring for PCN 0015

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

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the hiring of a candidate for PCN #0015 in the County Attorney's Office.

Background

County Attorney is requesting a salary increase for PCN #0015 in order to hire the selected applicant for the Criminal Legal Assistant position.

This position is graded a B.18 and the current budgeted salary for this position is \$41,399.10.

This position was posted internally after our former employee determined that they would not be returning following FMLA leave. Our applicant has been working in this position since February 4, 2019, as a part time employee and due to her extensive experience she has performed at the very highest level in this position.

The selected applicant has broad experience in Court Administration, case management and all criminal and civil dockets:

Served as Court Administrator for Justice of the Peace Pct. 4 from October 5, 2007 through December 31, 2018.

Supervised Staff and office operations

Maintained and configured court docket calendar

Prepared and processed fund requests for payment and verified daily deposits

Communicated extensively and effectively with the public, law enforcement, and elected officials

Exhibits high level of confidentiality and integrity in handling sensitive matters

Extensive institutional knowledge of Williamson County

Excels at all tasks associated with the duties of the position of Criminal Legal Assistant as well as assigned special projects

Current county policy sets the maximum salary at 15% above the grade minimum. We are requesting that in this case we be allowed to bring in the selected applicant at \$41,399.10 given that the selected applicant exceeds the qualification criteria. As she has worked previously within the County as Court Administrator and for our department, we have direct knowledge of her strong work ethic and skills.

This position is scheduled to be reviewed by HR next year for appropriate grade, we believe that the minimum of Grade 18 is not adequate to attract qualified applicants for this position along with the 15% maximum rule.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Date

05/02/2019 11:51 AM

Started On: 05/02/2019 10:52 AM

Commissioners Court - Regular Session**25.****Meeting Date:** 05/07/2019

Hiring for PCN #0018

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

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the hiring of a candidate for PCN 0018 in the County Attorney's office.

Background

County Attorney is requesting a salary increase for PCN 0018 in order to hire a qualified applicant for the Family Justice Legal Assistant.

This position is graded a B.20 and the current budgeted salary for this position is \$43,924.81.

This position was at one time secretarial in nature but has been developed over time to meet the growing complexity and highly sensitive nature of the County's Child Welfare cases, which address the risk to our children; our most vulnerable citizens. This requires a highly professional and skilled advocate in this position. The workload and subject matter of this position is very demanding and fast paced. An appropriate candidate must possess the ability to handle sensitive information, stressful subject matter, and make independent decisions when needed. Provides confidential high level support to the Family Justice Attorney's and Texas Department of Family and Protective Services(TDFPS).

Drafts petitions, motions, orders and other legal documents in all TDFPS cases.

Responsible for records management and filing, including e-filing with the courts and the office's electronic case management system.

Assists with preparation of discovery, subpoenas, briefs and other time sensitive legal documents.

Responsible for setting hearing dates, mediation dates and other settings as well as sending out notices of court hearings and arranging mediations.

Ability to handle complex civil litigation matters that involve multiple legal issues, multiple opposing parties, and multiple children.

Ability to deal with sensitive, emotional and stressful subject matters.

Attends court hearings to support Family Justice attorneys and to prepare all legal documents required during those hearings.

Works closely with outside agencies, including TDFPS, defense attorneys, CASA, CAC, The Office of the Attorney General, as well as inter-office departments such as the criminal divisions of the County and District Attorney's offices, Clerks' offices, court staff and other office staff.

Responsible for the management of docket calendars including but not limited to the entry of hearings, mediations, discovery deadlines, filing deadlines, and all other matters within the Family Justice division.

Responsible for regular updates to the Family Justice Attorneys for status of cases, deadlines and all other upcoming matters related to the Family Justice cases.

Requires knowledge and research skills of the Texas Family code and court procedural rules.

Compiles, organizes and makes available legal discovery.

Coordinates and communicates with witnesses for appearances for hearings and mediations.

Current county policy sets the maximum salary at 15% above the grade minimum. We are requesting that in this case we be allowed to offer a qualified candidate at \$43,924.81 due to the need for a highly skilled professional advocate for this position.

This position is scheduled to be reviewed by HR next year for appropriate grade, we believe that the minimum of Grade 20 is not adequate to attract qualified applicants for this position along with the 15% maximum rule.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Date

05/02/2019 11:53 AM

Started On: 05/02/2019 11:01 AM

Commissioners Court - Regular Session**26.****Meeting Date:** 05/07/2019

Motorola Redundant Site Router Project Wireless Comm

Submitted For: Randy Barker**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving service agreement for Redundant Site Router Project for Wireless Communications, between Motorola Solutions and Williamson County, in the amount of \$195,000, per DIR Contract #DIR-TSO-4101, and authorizing execution of the agreement.

Background

This agreement is for the Wireless Communications Department and includes assignment of a project manager, coordination, scheduling and running of kickoff meeting, attending any required site walks, setup and running a Customer Design Review meeting, installation of redundant routers at all 9 sites, generation of TNCT Files, programming and configuration of the routers, performing tests, and generation of documentation. Department contact: Thomas Piche, Funding Source: 0507-0507-005000.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[proposal](#)[County Addendum](#)

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 05/02/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

05/02/2019 08:40 AM

05/02/2019 11:32 AM

Started On: 05/01/2019 12:16 PM

PROPOSAL
WILLIAMSON COUNTY

WILLIAMSON COUNTY REDUNDANT SITE ROUTERS



MOTOROLA SOLUTIONS

PS-000085249

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The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are the trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2018 Motorola Solutions, Inc. All rights reserved.



Motorola Solutions, Inc.
2120 W Braker Lane Suite P
Austin Texas 78758
USA

April 29, 2019

Thomas Piche
Williamson County
911 Tracy Chambers Ln
Georgetown, TX 78626

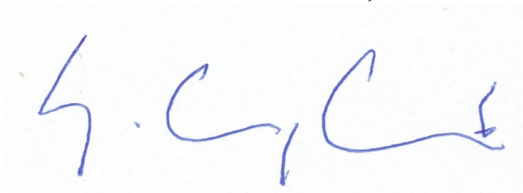
RE: Williamson County Redundant Site Router Project

Dear Mr. Piche

Motorola Solutions, Inc. (Motorola) is pleased to present to you the enclosed proposal for the Redundant Site Router Project. The Proposal is based upon and subject to the terms and conditions of the DIR Agreement (DIR-TSO-4101) and consists of this cover letter, the Statement of Work, the System Description, and Equipment List.

This proposal is subject to the terms and conditions of the Texas DIR-TSO-4101 contract and remains valid for a period of ninety (90) days from the date of this letter. This proposal may be accepted by issuing a purchase order that specifically references "the terms and conditions of the Texas DIR-TSO4101 contract." Motorola would be happy to discuss any concerns the County may have with the Proposal.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Clay Cassard
Area Sales Manager

SECTION 1

STATEMENT OF WORK

Motorola Responsibilities

- Assign a project manager
- Coordinate and schedule a Kickoff Meeting with the Customer
- Run the Kickoff Meeting and record and distribute meeting minutes.
 - Anticipated personnel from Motorola include the Motorola Project Manager (PM) and System Engineer.
- Attend any required site walks.
 - Anticipated personnel from Motorola include a System Engineer
- Setup and run a 'Customer Design Review' meeting in order to go over the design
- Install the Redundant Routers at all 9 sites
- Generate TNCT Files
- Program and Configure the Routers
- Perform Test
- Generate Documentation

Williamson County Responsibilities

- Insure communication sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment.
- Coordinate the activities of all their vendors or other contractors.
- Insure access for Motorola personnel into the facility to perform the required work
- Provide proper environment for Motorola personnel to implement the Redundant Routers

SECTION 2

PRICING

Please see the pricing summary included below.

System Pricing

Motorola's system solution and services are priced as follows:

Total solution price per equipment and services outlined in this proposal

Description	Total
Williamson County Redundant Site Routers	\$246,901.00
DIR Contract	(\$51,901.00)
Grand Total	\$195,000.00

Description	Total
<i>Project price breakdown:</i>	
<i>Equipment</i>	<i>\$140,517</i>
<i>Services</i>	<i>\$106,384</i>
Equipment:	
<i>Equipment list in the equipment section of this proposal</i>	
Services Breakdown:	
Project Management	\$11,521
Motorola Engineering / System Technologist	\$87,552
Warranty Wrap / Enhanced System Support - Gold Level (24x7 Warranty Wrap Coverage)	\$7,311



SECTION 3

CONTRACTUAL DOCUMENTATION

This proposal is subject to the terms and conditions of the Texas DIR-TSO-4101 contract and remains valid for a period of ninety (90) days from the date of this letter. This proposal may be accepted by issuing a purchase order that specifically references "the terms and conditions of the Texas DIR-TSO-4101 contract."

PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. Equipment will be invoiced upon shipment
2. Implementation services will be invoiced upon system acceptance

Motorola may make partial shipments of Equipment and will request payment upon shipment of such Equipment. In addition, Motorola will invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the Equipment shipped/services performed will be determined by the value of the shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall System package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber Equipment values to total Contract Price. Overdue invoices will bear simple interest at the maximum allowable rate.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately.

The qualifications of each type and level of resource are defined in the tables found at Motorola Solutions Inc.'s website. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§

**COUNTY ADDENDUM FOR
MOTOROLA SOLUTIONS SERVICES CONTRACT
(Redundant Site Router Project)
(DIR-TSO-4101)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage MOTOROLA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Waiver of Sovereign Immunity or Powers: Nothing in the contracts relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

II.

No Assignment: MOTOROLA may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court.

III.

Compliance With All Laws: MOTOROLA agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith: MOTOROLA agrees to act in good faith in the performance of the contracts relevant to this addendum.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this addendum.

VIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Date: _____, 2019

MOTOROLA:



Authorized Signature

Date: 5/1, 2019

Commissioners Court - Regular Session**27.****Meeting Date:** 05/07/2019

RCS Budget Amendment 5.2.19

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Williamson County Radio Communications System (WCRCS).

Background

The WCRCS board has recommended to use cash ending from the WCRCS fund to pay for the Motorola Redundant Site Router Project. The agreement for the project is on the May 7th court agenda for approval.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507.0507.005000	Capital Outlay > \$5,000	\$195,000

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Date

05/02/2019 11:39 AM

Started On: 05/02/2019 09:01 AM

Commissioners Court - Regular Session**28.****Meeting Date:** 05/07/2019

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

Information**Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

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

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 04/30/2019

Reviewed By

Andrea Schiele

Date

04/30/2019 08:33 AM

Started On: 04/29/2019 12:18 PM

Commissioners Court - Regular Session**29.****Meeting Date:** 05/07/2019

1808-256 Ronald Reagan at Santa Rita Change Order No. 1

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

Information**Agenda Item**

Discuss, consider and take appropriate action regarding Change Order No. 1 (Joe Bland Construction) in the amount of -\$1,480.65 for Ronald Reagan at Santa Rita, a Road Bond project in Commissioner Pct. 2.

Project: P328 Funding: Road & Bridge

Background

This Change Order provides the final balancing overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. The following is a list of major overrun and underrun items, due to the pavement design changes approved by the Engineer. The design changes include eliminating the 2" milling of the existing pavement and changing the hot mix section from 4" of Type D and 3" of Type B to 1.5" and 7" respectively. This Change Order also adds two new Contract items. Item 310-6005 PRIM COAT (AE-P) is called out on the plans, but is not included in the original bid tab. Item 3019-6001 TRACKLESS TACK was added as a substitute for the seal coat items (Items 316-6175 and 316-3466), due to low ambient and pavement temperatures during paving.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1808-256 Reagan at Santa Rita CO No 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Date

05/02/2019 11:49 AM

Started On: 04/30/2019 11:24 AM

RECEIVED

Received

Received

APR 25 2019

PSI

APR 29 2019

APR 24 2019

CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

INTB Corporation
Round Rock

1. CONTRACTOR: Joe Bland Construction
2. Change Order Work Limits: Sta. 115+00 to Sta. 132+60
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	<u>1808-256</u>
Roadway:	<u>Ronald Reagan at Santa Rita</u>
CSJ Number:	<u>N/A</u>

5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: See Attached.
 7. New or revised plan sheet(s) are attached and numbered: N/A
 8. New Special Provisions/Specifications to the contract are attached: No
 9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.
- Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>0</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>(\$1,480.65)</u></p>
<p>THE CONTRACTOR Date <u>4-24-19</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Andrew Batten</u></p> <p>Typed/Printed Title <u>Project Manager</u></p>	

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 4/23/19
Project Manager Date

N/A
Design Engineer Date

[Signature] 4/29/19
Program Manager Date

Design Engineer's Seal:

See attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

TABLE B: Contract Items (Continued)

[illegible]

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

**Ronald Reagan at Santa Rita
Project No. 1808-256**

Change Order No. 1

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. Below is a list of major overrun and underrun items, due to the pavement design changes approved by the Engineer. The design changes include eliminating the 2-inch milling of the existing pavement and changing the hot mix section from 4 inches of Type D and 3 inches of Type B to 1.5 inches and 7 inches respectively.

This Change Order also adds two new Contract items. Item 310-6005 PRIME COAT (AE-P) is called out on the plans but is not included in the original bid tab. Item 3019-6001 TRACKLESS TACK was added as a substitute for the seal coat items (Items 316-6175 & 316-6466), due to low ambient and pavement temperatures during paving.

ITEM	DESCRIPTION	QTY	UNIT
310-6005	PRIME COAT (AE-P)	450.00	GAL
3019-6001	TRACKLESS TACK	820.00	GAL

This Change Order results in a net decrease of \$1,480.65 to the Contract amount, for an adjusted Contract total of \$419,127.95. The original Contract amount was \$420,608.60. As a result of this and all Change Orders to-date, \$1,480.65 has been deducted from the Contract, resulting in a 0.35% net decrease in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Feng Chen

From: Andrew Batten <abatten@joeblandconstruction.com>
Sent: Thursday, January 31, 2019 1:48 PM
To: Steven Shull; Feng Chen
Cc: 62811_1808-256_ReaganAtSantaRitaRTL
Subject: 1805-256 Ronald Reagan Paving Quantities

Steven/Feng,

Lonestar sent over the quantities for paving related items.

D-GR HMA TY-B PG64-22-----1,099 TON
D-GR HMA TY-D SAC-B PG70-22-----939.37 TONS
MILLING-----555 SY

The below items are part of the CO or however you want to handle it. We never had a price for the prime coat and trackless tack which I took the price submitted to me by Lonestar and added 5%. The TY B deduct was for the extra material that they had to mill because of the areas they paved to high.

PRIME COAT-----\$4.20/GAL-----450 GAL
TRACKLESS TACK-----\$4.20/GAL-----820 GAL
TY B DEDUCT-----PRICE IN CONTRACT----- (60) TON

Let me know if you have any questions.

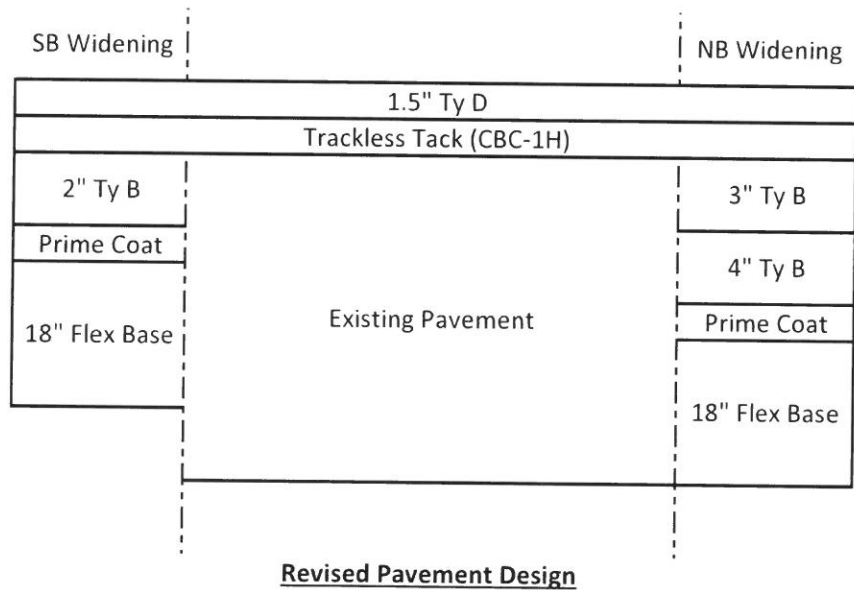
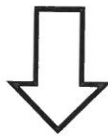
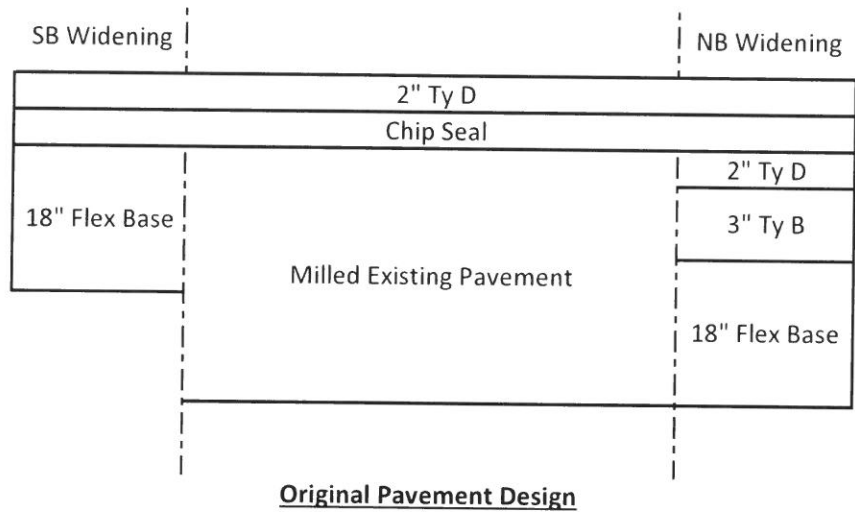
THANKS,

ANDREW BATTEN
PROJECT MANAGER
OFFICE: 512.821.2808
CELL: 512.579.9221



13111 DESSAU ROAD
AUSTIN, TEXAS 78754
512-821-2808

Ronald Reagan at Santa Rita Pavement Section Change



Letter of Transmittal

HNTB Job # 62811-CN-006-001
VIA Courier
Date 4/25/2019



To Mike Weaver **Regarding** Williamson County Road Bond Program
Prime Strategies, Inc. Signature Submittals
1508 S. Lamar Blvd.
Austin, TX 78704

We are forwarding to you

☐ Estimates ☐ Plans ☐ Prints
☐ Reports ☐ Shop Drawings ☐ Samples
☒ Change Order ☐ Disk ☐ Copy of Letter
☐ Book ☐ Other:

# of Copies	Submittal #	Last Dated	Code	Description
2				1804-222 – Pearson Ranch Road Signal – Change Order #3
2				1805-232 – CR 200 at SH 29 – Change Order #1
2				1808-256 – Ronald Reagan at Santa Rita – Change Order #1

These are transmitted

☒ For approval ☐ As requested ☐ Copies for distribution
☐ For your use ☐ Resubmit ☐ For Review & comment
☒ Return ☐ Copies for review ☐ No exception taken
☐ Corrected prints ☐ Submit ☐ Amend and resubmit
☐ Make corrections noted

Please note For your review and approval. Please sign and send back.

By Dawn Haggard
Copy to _____

Commissioners Court - Regular Session**30.****Meeting Date:** 05/07/2019

1805-232 SH 29 Intersection at CR 200 / Loop 332 Change Order No. 1

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

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 1 (Cox Commercial Communications) in the amount of \$32,028.08 for SH 29 Intersection at CR 200 / Loop 332, a Road Bond Project in Commissioner Pct. 2. Project: P285. Funding Source: Road Bond

Background

This Change Order adds quantities and new bid items for revisions to the water line utility installation. This Change Order also corrects the quantity of radar detector cable and adds pay items for the installation of 3" electrical conduits that were called out in the plans but not included on the original bid tab.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments1805-232 SH 29 at CR 200 CO No 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Date

05/02/2019 12:01 PM

Started On: 04/30/2019 04:37 PM

Received

Received

APR 25 2019

APR 29 2019

APR 23 2019

PSI

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER 1

HNTB Corporation
 Round Rock

1. CONTRACTOR: Cox Commercial Construction
2. Change Order Work Limits: Sta. 53+00 to Sta. 56+00
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1A (3 Max. - In order of importance - Primary first)

Project:	<u>1805-232</u>
Roadway:	<u>CR200@SH29</u>
CSJ Number:	<u>0151-03-041</u>

5. Describe the work being revised:

1A: Design Error or Omission. Incorrect PSE. This change order adds quantities and new bid items for revisions to the water line utility installation and the traffic signal system that are omitted or calculated incorrectly in PS&E.

6. Work to be performed in accordance with Items: See attached.
7. New or revised plan sheet(s) are attached and numbered: Sheet 12 & 87
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR

Date 4/22/19

By

Typed/Printed Name

DARREN OKRUTCH

Typed/Printed Title

Sr. VP

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0Amount added by this change order: \$32,028.08

RECOMMENDED FOR EXECUTION:

James D. F. R.E. 4/23/19
 Project Manager Date

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

N/A
 Design Engineer Date

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

4/29/19
 Program Manager Date

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

Design Engineer's Seal:

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project # 1805-232

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
618-6053	CONDT (PVC) (SCH 80) (3")	LF	\$17.23	0.00	\$0.00	258.00	258.00	\$4,445.34	\$4,445.34
618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	\$31.02	0.00	\$0.00	448.00	448.00	\$13,896.96	\$13,896.96
6025-6002	RADAR PRESENCE DETECTOR COMM CABLE	EA	\$3.50	1,433.00	\$5,015.50	88.00	1,521.00	\$5,323.50	\$308.00
510-LH01	WL SERVICE	EA	\$2,278.16	0.00	\$0.00	3.00	3.00	\$6,834.48	\$6,834.48
510-LH02	FITTING RESTRAINTS	LS	\$2,177.70	0.00	\$0.00	1.00	1.00	\$2,177.70	\$2,177.70
510-LH03	GLUED JOINT PVC	LS	\$4,365.60	0.00	\$0.00	1.00	1.00	\$4,365.60	\$4,365.60
TOTALS					\$5,015.50			\$37,043.58	\$32,028.08

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

CR 200 at SH 29 Williamson County Project No. 1805-232

Change Order No. 1

Reason for Change

This Change Order adds quantities and new bid items for revisions to the water line utility installation and the traffic signal system that were omitted or calculated incorrectly in the plans.

This Change Order adds pay items for installation of 3" electrical conduit that was called out on the plans but not included in the original bid tab and revises the quantity of radar detector cable that was calculated incorrectly in the original plans.

This Change Order also compensates the Contractor for additional work and material in order to complete water line and waste water line construction per City of Liberty Hill requirements. The City requires pipe joints in encasement to be restrained. The plan encasement pipe was not large enough for mechanical joint restraints, so the pipe joints had to be glued in place during construction. The City also requires restraints at all pipe fittings. Additionally, there were 3 water line services added on the 8" water line being replaced that were not called for in the original plans.

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

ITEM	DESCRIPTION	QTY	UNIT
618-6053	CONDT (PVC) (SCH 80) (3")	258	LF
618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	448	LF
510-LH01	WL SERVICE	3	EA
510-LH02	FITTING RESTRAINTS	1	LS
510-LH03	GLUED JOINT PVC	1	LS

This Change Order results in an increase of \$32,028.08 to the Contract amount, for an adjusted Contract total of \$1,737,089.78. The original Contract amount was \$1,705,061.70. Because of this Change Order, \$32,028.08 has been added to the Contract, resulting in a 1.88% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation
James Klotz, P.E.

PROJECT: SH 29 @ CR 200
ITEM NUMBER/DESC.: CONDT (PVC) (SCH 80) (3")
ESTIMATED QUANTITY: 258 LF
Date Prepared: 2/6/2019

ITEM DESCRIPTION	QTY	UNIT COSTS						TOTAL COSTS				
		UNIT	LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	LABOR	EQUIP	MATERIAL	SUBCT.	MISC.
LABOR	#											
MATERIAL												
EQUIPMENT												
SUBCONTRACT												
CONDT (PVC) (SCH 80) (3")	258.00	LF				\$ 16.25					\$ 4,192.50	
TOTALS								\$ -	\$ -	\$0.00	\$ 4,192.50	\$ -

TOTAL LABOR				\$ -
TOTAL MATERIAL				\$ -
TOTAL SUBCONTRACT				\$ 4,192.50
TOTAL EQUIPMENT				\$ -
MARKUPS				
LABOR BURDENS	\$ -	@	55%	\$ -
LABOR MARK-UP	\$ -	@	25%	\$ -
MATERIAL MARK-UP	\$ -	@	25%	\$ -
EQUIPMENT MARK-UP	\$ -	@	15%	\$ -
SUBCONTRACT MARK-UP	\$ 4,192.50	@	5%	\$ 209.63
PERFORMANCE BOND	\$ 4,402.13	@	1%	\$ 44.02
			TOTAL	\$ 4,446.15
			QUANTITY	258 LF
			UNIT COST	\$ 17.23 / LF

PROJECT: SH 29 @ CR 200
ITEM NUMBER/DESC.: CONDT (PVC) (SCH 80) (3") (BORE)
ESTIMATED QUANTITY: 448 LF
Date Prepared: 2/6/2019

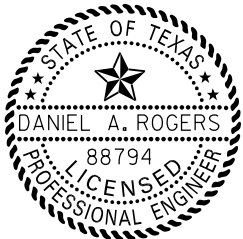
ITEM DESCRIPTION	QTY	UNIT COSTS						TOTAL COSTS				
		UNIT	LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	LABOR	EQUIP	MATERIAL	SUBCT.	MISC.
LABOR	#											
MATERIAL												
EQUIPMENT												
SUBCONTRACT												
CONDT (PVC) (SCH 80) (3") (BORE)	448.00	LF				\$ 29.25					\$ 13,104.00	
TOTALS								\$ -	\$ -	\$0.00	\$ 13,104.00	\$ -

TOTAL LABOR				\$ -
TOTAL MATERIAL				\$ -
TOTAL SUBCONTRACT				\$ 13,104.00
TOTAL EQUIPMENT				\$ -
MARKUPS				
LABOR BURDENS	\$ -	@	55%	\$ -
LABOR MARK-UP	\$ -	@	25%	\$ -
MATERIAL MARK-UP	\$ -	@	25%	\$ -
EQUIPMENT MARK-UP	\$ -	@	15%	\$ -
SUBCONTRACT MARK-UP	\$ 13,104.00	@	5%	\$ 655.20
PERFORMANCE BOND	\$ 13,759.20	@	1%	\$ 137.59
			TOTAL	\$ 13,896.79
			QUANTITY	448 LF
			UNIT COST	\$ 31.02 / LF

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10:24:40 AM
7/30/2018
K:\011570-000\CR 200\NA-3*SH29\SHEETS\Summary\CR200-SEC1-SUMMARY.DGN

SUMMARY OF TRAFFIC SIGNAL QUANTITIES				
ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY
416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	13
416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	44
618	6046	CONDT (PVC) (SCH 80) (2")	LF	145
618	6047	CONDT (PVC) (SCH 80) (3") (BORE)	LF	258
618	6054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	448
620	6007	ELEC CONDR (NO. 8) BARE	LF	1235
620	6008	ELEC CONDR (NO. 8) INSULATED	LF	1984
624	6008	GROUND BOX TY C (162911) W/APRON	EA	3
680	6011	INSTALL HWY TRF SIG (UPGRADE)	EA	1
	**	SIGN "LEFT TURN YIELD ON FLASHING YELLOW ARROW) (R10-17T)(30"X30")	EA	2
	**	DAMPING PLATE	EA	3
	**	250 WATT EQUIVALENT LED LUMINAIRE	EA	3
680	6004	REMOVING TRAFFIC SIGNALS	EA	3
682	6001	VEH SIG SEC (12") LED (GRN)	EA	10
682	6002	VEH SIG SEC (12") LED (GRN ARW)	EA	6
682	6003	VEH SIG SEC (12") LED (YEL)	EA	10
682	6004	VEH SIG SEC (12") LED (YEL ARW)	EA	12
682	6005	VEH SIG SEC (12") LED (RED)	EA	10
682	6006	VEH SIG SEC (12") LED (RED ARW)	EA	6
682	6018	PED SIG SEC (LED) (COUNTDOWN)	EA	2
682	6023	BACK PLATE (12") (3 SEC)	EA	11
682	6024	BACK PLATE (12") (4 SEC)	EA	2
682	6025	BACK PLATE (12") (5 SEC)	EA	2
684	6031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	2873
684	6033	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	1577
686	6051	INS TRF SIG PL AM(S)1 ARM(48')LUM	EA	1
686	6063	INS TRF SIG PL AM(S)1 ARM(60')LUM	EA	2
687	6001	PED POLE ASSEMBLY	EA	2
688	6001	PED DETECT PUSH BUTTON (APS)	EA	2
	**	SIGN, PEDESTRIAN PUSH BUTTON (9" X 15") (R10-3eL)	EA	1
	**	SIGN, PEDESTRIAN PUSH BUTTON (9" X 15") (R10-3eR)	EA	1
6025	6001	RADAR PRESENCE DETECTOR	EA	4
6025	6002	RADAR PRESENCE DETECTOR COMM CABLE	LF	1521
6027	6003	CONDUIT (PREPARE)	LF	491
6027	6008	GROUND BOX (PREPARE)	EA	5
6057	6001	RADAR ADVANCED DETECTION DEVICE	EA	2
	**	MATERIALS SUBSIDIARY TO PERTINENT ITEMS		

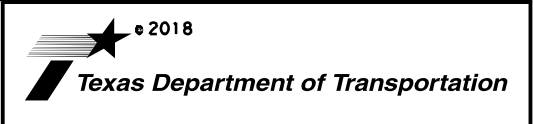
3



Daniel A. Rogers

7/30/2018

DATE	BY	REV	REVISION
7/30/18	DR	3	UPDATE CONDUIT QUANTITIES



WILLIAMSON
COUNTY
PRECINCT
#2



TBPE FIRM
14060



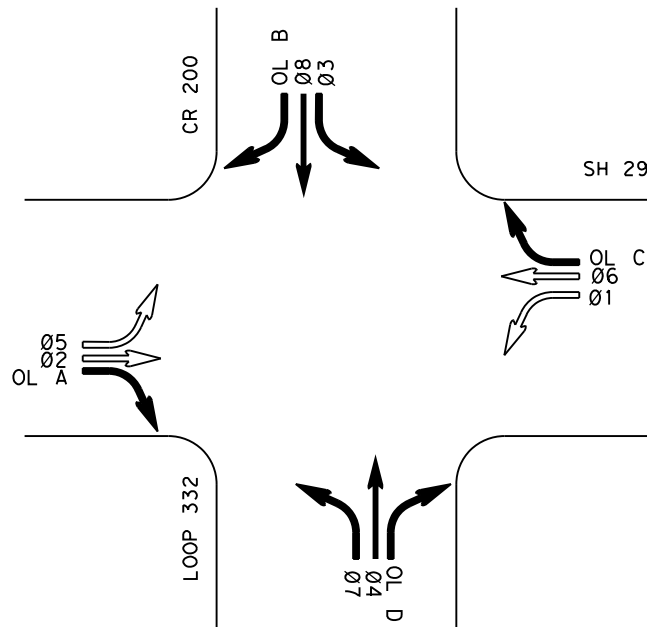
WSB & ASSOCIATES, INC.
FIRM # 16849

SH 29
AT CR 200/LOOP 332
SUMMARY OF SIGNAL
QUANTITIES

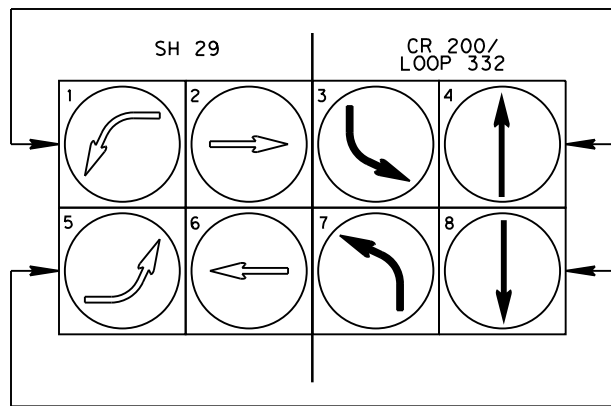
FED. RD. DIV. NO.	STATE PROJECT NO.		SHEET
6			12
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
0151	03	041	SH 29

SUMMARY OF CONDUITS AND CABLES SH 29 AT CR200 / LOOP 332											
CONDUIT RUN	CONDUIT				NUMBER OF CABLES						
	TRENCH		BORE		LENGTH (FT)	#6 AWG (INS)	#6 AWG (BARE)	7/C #14 AWG	5/C #14 AWG	6/C RADAR	#8 AWG (INS)
	2	3	2	3							
R-1					25			6	11	6	8
R-2 *					147			3	4	3	2
R-3	1	2			37			1	3	1	2
R-4 *					166			2	1	2	2
R-5 *					10			2	1	2	2
R-6	1	2			41			2	2	2	3
R-7 *					168			1	3	1	2
R-8	1	2			23			1	3	1	2
R-9	1	2			28				2		3
R-10				2	109				2		2
R-11	1				10				1		1
R-12				2	115				1		2
R-13	1				6				1		1
R-14*					65						6
TOTAL	145	258	0	448		0	0	1253	2210	1253	1774

* UTILIZE EXISTING CONDUIT



ORIENTATION VIEW



PHASING DIAGRAM

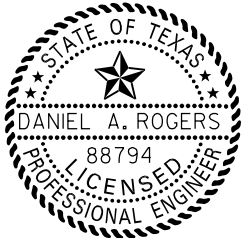
OL A = 02+07
OL B = 08+05
OL C = 06+03
OL D = 04+01

CABLE TERMINATION CHART																	
CNDR. COLOR	CABLE1 POLE A TO CNTRL 7 CNDR	CABLE2 POLE A TO CNTRL 5 CNDR	CABLE3 POLE A TO CNTRL 5 CNDR	CABLE1 POLE B TO CNTRL 5 CNDR	CABLE2 POLE B TO CNTRL 5 CNDR	CABLE3 POLE B TO CNTRL 5 CNDR	CABLE4 POLE B TO CNTRL 7 CNDR	CABLE1 POLE C TO CNTRL 7 CNDR	CABLE2 POLE C TO CNTRL 5 CNDR	CABLE3 POLE C TO CNTRL 5 CNDR	CABLE4 POLE C TO CNTRL 5 CNDR	CABLE1 POLE D TO CNTRL 5 CNDR	CABLE2 POLE D TO CNTRL 5 CNDR	CABLE3 POLE D TO CNTRL 5 CNDR	CABLE4 POLE D TO CNTRL 7 CNDR	CABLE5 POLE D TO CNTRL 5 CNDR	CABLE1 POLE E TO CNTRL 5 CNDR
BLACK	SH 14 Y PHASE 01	SH 15 Y PHASE 06	SH 1 Y ARW OL C	SH 2 Y ARW PHASE 07	SH 3 Y ARW PHASE 07	SH 4 Y PHASE 04	SH 5 Y PHASE 04	SH 6 Y PHASE 05	SH 16 Y PHASE 02	SH 7 Y PHASE 02	SH 8 Y ARW OL A	SH 9 Y ARW PHASE 03	SH 10 Y ARW PHASE 03	SH 11 Y PHASE 08	SH 12 Y PHASE 08	SH 13 Y PHASE 02	SPARE
WHITE	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON
RED	SH 14 R PHASE 01	SH 15 R PHASE 06	SH 1 R ARW OL C	SH 2 R PHASE 07	SH 3 R PHASE 07	SH 4 R PHASE 04	SH 5 R PHASE 04	SH 6 R PHASE 05	SH 16 R PHASE 02	SH 7 R PHASE 02	SH 8 R ARW OL A	SH 9 R PHASE 03	SH 10 R PHASE 03	SH 11 R PHASE 08	SH 12 R PHASE 08	SH 13 R PHASE 02	SH W1 R PHASE 04
GREEN	SH 14 G PHASE 01	SH 15 G PHASE 06	SH 1 G ARW OL C	SH 2 G ARW PHASE 07	SH 3 G ARW PHASE 07	SH 4 G PHASE 04	SH 5 G PHASE 04	SH 6 G PHASE 05	SH 16 G PHASE 02	SH 7 G PHASE 02	SH 8 G ARW OL A	SH 9 G ARW PHASE 03	SH 10 G ARW PHASE 03	SH 11 G PHASE 08	SH 12 G PHASE 08	SH 13 G PHASE 02	SPARE
ORANGE	SH 14 Y ARW PHASE 01	SPARE	SPARE	SPARE	SPARE	SPARE	SH 5 Y ARW OL D	SH 6 Y ARW PHASE 05	SPARE	SPARE	SPARE	SPARE	SPARE	SPARE	SH 12 Y ARW OL B	SPARE	SH W1 G PHASE 04
BLUE	SPARE						SH 5 G ARW OL D	SPARE							SH 12 G ARW OL B		
WHITE/BLACK	SPARE						SPARE	SPARE							SPARE		

INSIDE CABINET	14 AWG 2/C	14 AWG 5/C	14 AWG 7/C	#6 AWG (INS)	#6 AWG (BARE)	RADAR 6/C
TOTAL	10	55	30	10	5	30

INSIDE POLES	14 AWG 2/C	14 AWG 5/C	14 AWG 7/C	#8 AWG (INS)	RADAR 6/C
A		40	40		50
B		40	20	70	30
C		40	40	70	50
D		90	20	70	30
E	5	10			
F	5	10			
TOTAL	10	230	120	210	160

INSIDE ARMS	14 AWG 5/C	14 AWG 7/C	RADAR 6/C
POLE HEAD			
A	1	9	
14		40	
15	30		
R1-A			30
B	2	59	
3	51		
4	43		
5		30	
C	6	51	
16	45		
C	7	33	48
8		21	
D	9	47	
10	39		
11	31		
12		23	
TOTAL	378	174	78



Daniel G. Rogers

7/30/2018



WILLIAMSON COUNTY
PRECINCT #2



TBPE FIRM # 14060



WSB & ASSOCIATES, INC.
FIRM # 16849

SH 29
AT CR 200/LOOP 332
ELECTRICAL WIRING
AND PHASING

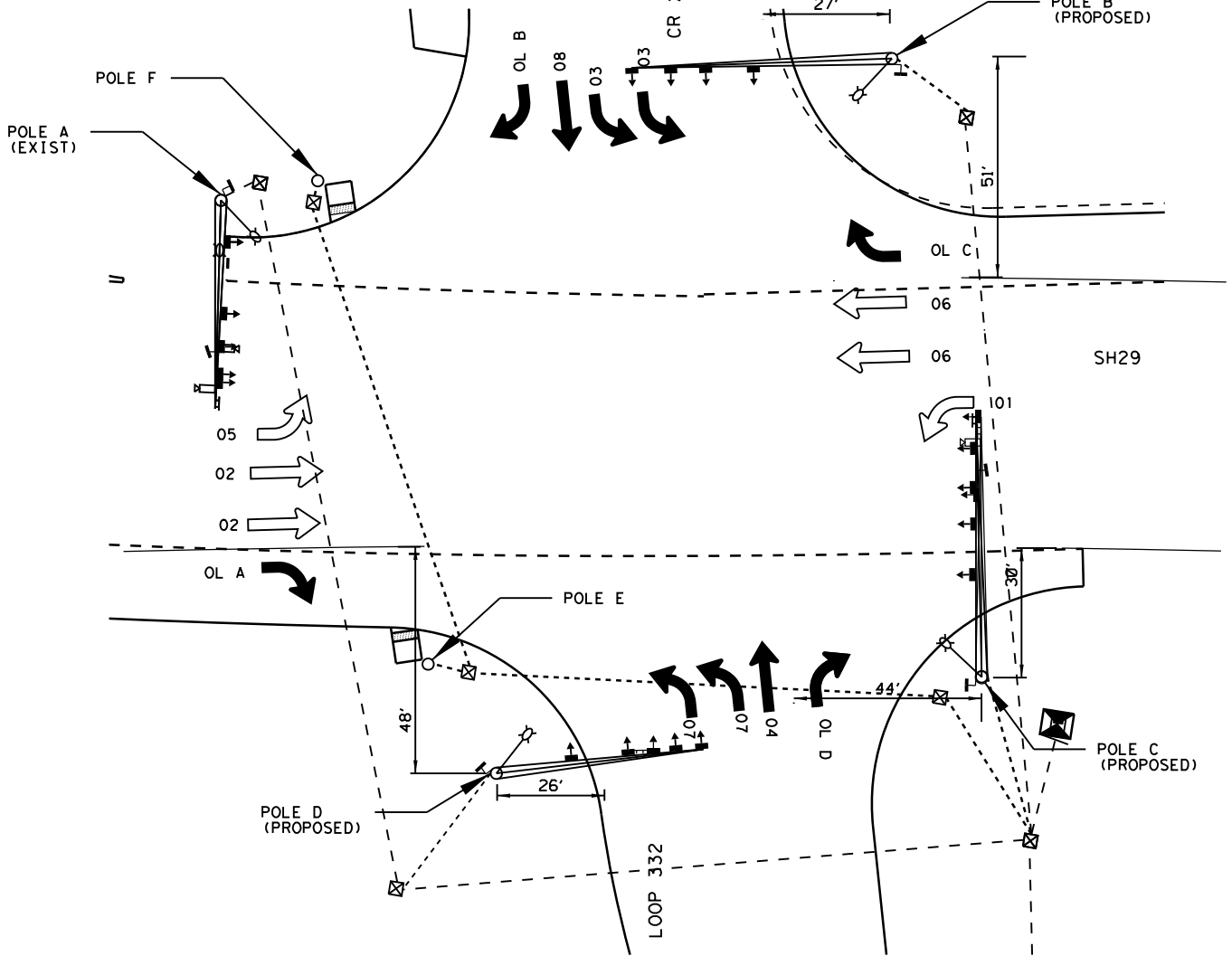
SCALE = N.T.S. SHEET 1 OF 1

FED. RD. DIV. NO.	STATE PROJECT NO.		SHEET
6			87
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
0151	03	041	SH 29

DATE	BY	REV	REVISION
7/30/18	DR	3	UPDATE CONDUIT QUANTITIES

NOTES:

- UTILITIES ARE NOT SHOWN. VERIFY THAT NONE ARE IN THE VICINITY OF WORK.
- FOUNDATIONS WILL BE ADJUSTED IN THE FIELD IN ORDER TO MEET CLEARANCE.



POLE LOCATION DIAGRAM

PROJECT: SH 29 @ CR 200
ITEM NUMBER/DESC.: WL SERVICE
ESTIMATED QUANTITY: 1 EA
Date Prepared: 1/16/2019

ITEM DESCRIPTION	QTY	UNIT	UNIT COSTS					TOTAL COSTS				
			LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	LABOR	EQUIP	MATERIAL	SUBCT.	MISC.
LABOR	#											
FOREMAN	1	HR	\$ 30.00				1.00	\$ 90.00				
EXCAVATOR OPERATOR	1	HR	\$ 19.50				1.00	\$ 58.50				
LOADER OPERATOR	1	HR	\$ 19.00				1.00	\$ 57.00				
PIPELAYER	1	HR	\$ 18.00				1.00	\$ 54.00				
LABORER	2	HR	\$ 16.50				1.00	\$ 99.00				
MATERIAL												
SADDLE	1.00	EA			\$ 57.41					\$ 57.41		
BALL CORPORATION	1.00	EA			\$ 79.54					\$ 79.54		
TY K COPPER	1.00	ROLL			\$ 434.03					\$ 434.03		
ANGLE VALVE	1.00	EA			\$ 42.40					\$ 42.40		
METER BOX	1.00	EA			\$ 107.47					\$ 107.47		
EQUIPMENT												
VOLVO 140 EXC.	3.00	HR		\$ 69.12					\$ 207.36			
JD 544 LOADER	3.00	HR		\$ 59.07					\$ 177.21			
PICKUP TRUCK	3.00	HR		\$ 27.17					\$ 81.51			
SUBCONTRACT												
TANDEM	3.00	HR				\$ 55.00					\$ 165.00	
TOTALS								\$ 358.50	\$ 466.08	\$ 720.85	\$ 165.00	\$ -

TOTAL LABOR				\$ 358.50
TOTAL MATERIAL				\$ 720.85
TOTAL SUBCONTRACT				\$ 165.00
TOTAL EQUIPMENT				\$ 466.08
MARKUPS				
LABOR BURDENS	\$ 358.50	@	55%	\$ 197.18
LABOR MARK-UP	\$ 358.50	@	25%	\$ 89.63
MATERIAL MARK-UP	\$ 720.85	@	25%	\$ 180.21
EQUIPMENT MARK-UP	\$ 466.08	@	15%	\$ 69.91
SUBCONTRACT MARK-UP	\$ 165.00	@	5%	\$ 8.25
PERFORMANCE BOND	\$ 2,255.60	@	1%	\$ 22.56
TOTAL				\$ 2,278.16
QUANTITY	1		EA	
UNIT COST				\$ 2,278.16 / EA

PROJECT: SH 29 @ CR 200
ITEM NUMBER/DESC.: RESTRAINTS FOR FITTINGS
ESTIMATED QUANTITY: 1 LS
Date Prepared: 1/16/2019

ITEM DESCRIPTION	QTY	UNIT	UNIT COSTS					TOTAL COSTS				
			LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	LABOR	EQUIP	MATERIAL	SUBCT.	MISC.
LABOR	#											
FOREMAN	1	HR	\$ 30.00				1.00	\$ 90.00				
PIPELAYER	1	HR	\$ 18.00				1.00	\$ 54.00				
LABORER	2	HR	\$ 16.50				1.00	\$ 99.00				
MATERIAL												
3" MEGALUG	8.00	EA			\$ 31.00					\$ 248.00		
6" MEGALUG	1.00	EA			\$ 44.00					\$ 44.00		
8" MEGALUG	18.00	EA			\$ 56.00					\$ 1,008.00		
EQUIPMENT												
PICKUP TRUCK	3.00	HR		\$ 27.17					\$ 81.51			
SUBCONTRACT												
TOTALS								\$ 243.00	\$ 81.51	\$ 1,300.00	\$ -	\$ -

TOTAL LABOR				\$ 243.00	
TOTAL MATERIAL				\$ 1,300.00	
TOTAL SUBCONTRACT				\$ -	
TOTAL EQUIPMENT				\$ 81.51	
MARKUPS					
LABOR BURDENS	\$ 243.00	@	55%	\$ 133.65	
LABOR MARK-UP	\$ 243.00	@	25%	\$ 60.75	
MATERIAL MARK-UP	\$ 1,300.00	@	25%	\$ 325.00	
EQUIPMENT MARK-UP	\$ 81.51	@	15%	\$ 12.23	
SUBCONTRACT MARK-UP	\$ -	@	5%	\$ -	
PERFORMANCE BOND	\$ 2,156.14	@	1%	\$ 21.56	
			TOTAL	\$ 2,177.70	
			QUANTITY	1 LS	
			UNIT COST	\$ 2,177.70 /LS	

	3" MEGALUG	6" MEGALUG	8" MEGALUG
3" FM	4		
8" WL			10
3" WC	4		
8" WC			4
FH		1	
8" GV			4
TOTAL	8	1	18

PROJECT: SH 29 @ CR 200
ITEM NUMBER/DESC.: 3" SCH 40 & 8" SCH 80 GLUE JOINT PVC
ESTIMATED QUANTITY: 1 LS
Date Prepared: 1/21/2019

ITEM DESCRIPTION	QTY	UNIT	UNIT COSTS					TOTAL COSTS				
			LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	LABOR	EQUIP	MATERIAL	SUBCT.	MISC.
LABOR	#											
FOREMAN	1	HR	\$ 30.00				1.00	\$ 150.00				
LOADER OPERATOR	1	HR	\$ 19.00				1.00	\$ 95.00				
LABORER	2	HR	\$ 16.50				1.00	\$ 165.00				
MATERIAL												
3" SCH 40 PVC	120.00	LF			\$ 2.50					\$ 300.00		
8" SCH 80 PVC	120.00	LF			\$ 18.20					\$ 2,184.00		
PRIMER	2.00	EA			\$ 9.00					\$ 18.00		
CEMENT	3.00	EA			\$ 28.00					\$ 84.00		
3" COUPLING	2.00	EA			\$ 158.00					\$ 316.00		
8" COUPLING	2.00	EA			\$ 280.00					\$ 560.00		
3" SDR 21 PVC	-120.00	LF			\$ 0.99					\$ (118.80)		
8" C900 PVC	-120.00	LF			\$ 7.27					\$ (872.40)		
EQUIPMENT												
JD 544 LOADER	5.00	HR		\$ 59.07					\$ 295.35			
PICKUP TRUCK	5.00	HR		\$ 27.17					\$ 135.85			
SUBCONTRACT												
TOTALS								\$ 410.00	\$ 431.20	\$ 2,470.80	\$ -	\$ -

TOTAL LABOR				\$ 410.00	
TOTAL MATERIAL				\$ 2,470.80	
TOTAL SUBCONTRACT				\$ -	
TOTAL EQUIPMENT				\$ 431.20	
MARKUPS					
LABOR BURDENS	\$ 410.00	@	55%	\$ 225.50	
LABOR MARK-UP	\$ 410.00	@	25%	\$ 102.50	
MATERIAL MARK-UP	\$ 2,470.80	@	25%	\$ 617.70	
EQUIPMENT MARK-UP	\$ 431.20	@	15%	\$ 64.68	
SUBCONTRACT MARK-UP	\$ -	@	5%	\$ -	
PERFORMANCE BOND	\$ 4,322.38	@	1%	\$ 43.22	
			TOTAL	\$ 4,365.60	
			QUANTITY	1	LS
			UNIT COST	\$ 4,365.60	/LS

Commissioners Court - Regular Session**31.****Meeting Date:** 05/07/2019

KGA Contract Amendment #2 - P434 Inner Loop Renovations

Submitted For: Dale Butler**Submitted By:** Gina Wrehsnig, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment # 2 under Williamson County Contract for Architectural and Engineering Services between KGA Architecture and Williamson County dated August 21, 2018 for Williamson County Inner Loop Annex.

Background

This Contract Amendment # 2 is to adjust KGA Architecture's rate schedule and to add IT Consulting as an additional service.

Fiscal Impact

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

AttachmentsP434-KGA-CA2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 04/30/2019

Reviewed By

Andrea Schiele

Date

04/30/2019 01:49 PM

Started On: 04/30/2019 08:54 AM

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

This Contract Amendment No. 2 to Williamson County Agreement for Architectural and Engineering Services ("Amendment No. 2") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and KGA Architecture, Inc. (the "A/E").

RECITALS

WHEREAS, the County and the A/E previously executed that certain Agreement for Architectural and Engineering Services (the "Agreement"), being dated effective August 21, 2018, wherein Engineer agreed to perform certain professional Architectural and Engineering Services in connection with the Construct and Renovate County Facilities Including the Williamson County Inner Loop Annex ("Project");

WHEREAS, it has become necessary to supplement, modify and amend the Agreement, in accordance with the provisions thereof, in order to set forth A/E's updated rates and to add Additional Services that have been become necessary for the Project;

AGREEMENT

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

I. Amendment to Exhibit D - Rate Schedule

Pursuant to the CPI Rate Adjustments provisions set forth in the original Rate Schedule of the Agreement, County and A/E hereby agree the Rate Schedule attached hereto as **Attachment 1** shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

II. Scope of Additional Services

A/E hereby agrees to provide the Additional Services set forth in **Attachment 2**, which is attached hereto and incorporated herein by reference.

III. Additional Services Compensation

A/E will perform the above described Additional Services for the not-to-exceed amount of **Fifty-Five Thousand Dollars (\$55,000.00)**.

IV. Schedule

A/E will commence performance of the Additional Services immediately upon receipt of County's notice to proceed. A/E shall complete the Additional Services within 771 calendar days of County's notice to proceed.

V. Terms of Agreement Control and Extent of Amendment No. 2

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

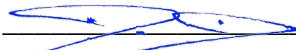
VI. IN WITNESS WHEREOF, the County and the A/E have executed this Amendment No. 2, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

COUNTY:

KGA Architecture, Inc.

Williamson County, Texas

By:  _____

By: _____

Printed Name: Rick Romito

Printed Name: Bill Gravell Jr.

Title: Partner, COO/CFO

Title: Williamson County Judge

Date: April 25, 2019

Date: _____, 20____

Attachment 1

KGA RATE SCHEDULE BY CATEGORY / POSITION

POSITION	HOURLY BILLING RATE
Accountant	\$55.00 to \$60.00
Accounting Manager	\$96.07
Administration	\$57.50 to \$89.00
Architect	\$84.00 to \$115.00
CAD Operator	\$67.50 to \$88.00
Clerical	\$47.00 to \$49.00
Contract Admin Coordinator	\$100.00 to \$105.00
Designer	\$40.00 to \$126.00
Interior Designer	\$75.00 to \$105.00
Partner	\$110.00 to \$165.00
Project Coordinator	\$70.00 to \$85.00
Project Manager	\$105.00 to \$125.00
Senior CAD Operator	\$86.50 to \$100.00
Senior Project Manager	\$145.00 to \$210.00
Senior Partner	\$292.06

AG&E RATE SCHEDULE BY CATEGORY / POSITION

POSITION	HOURLY BILLING RATE
Principal in Charge	\$215.40
Senior Project Manager	\$160.00
Quality Assurance/Quality Control Review Engineer	\$157.70

Project Engineer	\$115.40
Quality Assurance/Quality Control Review BIM Technician	\$129.25
BIM Technician	\$96.93

AGNEW RATE SCHEDULE BY CATEGORY / POSITION

POSITION	HOURLY BILLING RATE
Principal & Mechanical	\$170.00
Electrical Engineer	\$125.00
Graduate Engineer	\$100.00
Designer	\$85.00
Support	\$55.00

CUNNINGHAM ALLEN RATE SCHEDULE BY CATEGORY / POSITION

POSITION	HOURLY BILLING RATE
Principal	\$250.00
Associate	\$195.00
Senior Project Manager	\$175.00
Senior Project Engineer PE	\$150.00
Project Engineer PE	\$140.00
Graduate Engineer II	\$120.00
Senior Engineering Designer/Planner	\$135.00
Senior Engineering Designer	\$125.00
Engineering Designer II	\$115.00
CAD Technician	\$100.00
Survey Manager RPLS	\$155.00
Survey Crew - 2 person crew	\$160.00

Survey Crew - 3 person crew	\$185.00
Administrative Assistant	\$65.00

DATAKOM RATE SCHEDULE BY CATEGORY / POSITION

POSITION	HOURLY BILLING RATE
Principal	\$190.00
Senior Technology Consultant	\$145.00
Contract Administration	\$98.00
Technology Support (CAD / BIM)	\$65.00
Clerical / Accounting	\$56.00

BAER RATE SCHEDULE BY CATEGORY / POSITION

POSITION	HOURLY BILLING RATE
Principal Engineer, Scientist, Consultant, Project Manager	\$168.76
Principal Geologist, Certified Hazardous Materials Manager	\$172.71
Senior Archaeologist	\$168.76
Senior LEED AP	\$166.21
Senior Biologist, Engineer, Scientist, Geologist	\$152.76
Project Engineer	\$160.82
Project Biologist, Scientist, Geologist, Archaeologist	\$135.95
Staff Engineer	\$151.40
Staff Biologist, Scientist, Geologist, Archaeologist	\$133.84
Field Engineer	\$140.70
Field Biologist, Scientist, Geologist, Archaeologist	\$105.54

Field Technician	\$82.15
Engineer in Training	\$115.12
Certified Industrial Hygienist	\$168.76
Project Manager (Industrial Hygiene)	\$134.16
Asbestos Individual Consultant (Industrial Hygiene)	\$156.39
Asbestos Project Manager/Air Monitoring Technician (Industrial Hygiene)	\$120.78
Asbestos/Lead Inspector (Industrial Hygiene)	\$106.93
Lead Project Designer (Industrial Hygiene)	\$156.39
Lead Risk Assessor (Industrial Hygiene)	\$120.78
Field Technician (Industrial Hygiene)	\$82.15
CADD Operator/Drafter	\$81.59
GIS	\$98.15
Administrative Assistant	\$78.19

Attachment 2

The scope of services for Additional Service is as follows:

- Information Technology infrastructure
- Electronic Security
- AudioVisual infrastructure and active equipment

DataCom Design Group will provide KGA Design with detailed designs, A/E design team coordination, Construction Documents, and Contract Administration for the technology project.

GENERAL

The scope of services herein includes the following:

- Renovation to the Inner Loop Building to include the following programmatic elements:
 - o IT Department – 14,758 GSF
 - o Elections – 12,130 GSF
 - o Sheriff's – 2,769 GSF
 - o State Representative – 453 GSF
 - o Warehouse – 16,570 GSF
 - o Commons Space – 6,871 GSF
 - o Communications Building renovation
 - o Total Building renovation – 62,575 GSF

ARCHITECTURAL REVISIONS

- Exterior Signage Design
 - Interior Signage (based on WILCO preferred design)
 - Adding Lactation Room
 - Reconfiguring the Training Room / Court Room
 - Additional millwork
 - More power and data in the Voting area
-

INFORMATION
TECHNOLOGY

Information Transport Systems infrastructure to include:

- Technology infrastructure design to support voice and data
- UTP cabling with medium density work-area outlets.
- Telecom Rooms (TR's) design, layout and connectivity.
- Infrastructure design to support wireless access connectivity in specific building areas.
- Construction documents, including detailed designs and CSI format specifications.
- Coordination of the Information Technology system design and requirements with the A/E design team.
- Assist the Owner / Architect with bid evaluations and recommendations.
- Contract Administration including submittal review/comment, RFI review/response, and periodic site observation visits with supporting job field reports.

ELECTRONIC
SECURITY

Electronic Security systems design to include:

- Access Control
- Intrusion Detection
- Electronic Surveillance
- Emergency Notification and Duress
- Construction documents, including detailed designs and CSI format specifications.
- Coordination of Electronic Security systems with A/E design team.
- Assist the Owner / Architect with bid evaluations and recommendations.
- Contract Administration including submittal review/comment, RFI review/response, and periodic site observation visits with supporting job field reports.

AUDIOVISUAL

AudioVisual infrastructure and active equipment design to include:

- AudioVisual design to include infrastructure to support AV spaces and any ADA required audio systems.
- Detailed drawings and technical specifications for the AV infrastructure.
- Evaluation of relevant AV active equipment to determine the infrastructure needs of the presentation spaces, specifications and drawings associated with the AV infrastructure system.
- Develop AV room layouts and assist the A/E design team with power requirements, screen locations, conduit, floor boxes, speaker locations, and lectern location.

- The development of AV active equipment specifications, bidding, and construction documents.
- Construction documents, including detailed designs and CSI format specifications.
- Coordination of the Audiovisual infrastructure and active equipment system design requirements with the A/E design team.
- Assist the Owner / Architect with bid evaluations and recommendations.
- Contract Administration including submittal review/comment, RFI review/response, and periodic site observation visits with supporting job field reports.

Areas to include:

- o Elections Training Room
- o (5) Conference Rooms
- o Training Room
- o IT Training Room
- o Meeting Room – Communications Building

ASSUMPTIONS

Building Information Modeling (Revit) will be used for this project. DDG will provide major Information Transport System components, including cabletray, conduits/conduit sleeves greater than 2”, and conduit ductbanks, for inclusion in the A/E team Revit model and to be used for collision detection and design coordination amongst the A/E team.

Contract Administration to include site observation visits during the construction activities related to the consultant’s disciplines to observe the quality of work and to determine in general if the work is proceeding in accordance with the Contract Documents.

EXCLUSIONS

General

Commissioning and testing of the technology systems.

“All” construction progress meetings (DataCom Design Group will conduct periodic on-site visits but will not be responsible for project management).

Record documents (drawings and specifications).

Information Technology

Fire alarm systems, clocks, paging, radio, PBX, building automation, satellite systems, voice and data active equipment (LAN’s/WAN’s).

Distributed Antenna Systems (DAS) consultation and design.

AudioVisual

Content development for digital signage.

Cable Television / Acoustics / Outside Plant – consultation and design services for these disciplines

Electronic Security

Remote Central Dispatch Center

Fire Alarm system intercom, including Areas of Refuge Threat Vulnerability consultation and reporting.

Commissioners Court - Regular Session**32.****Meeting Date:** 05/07/2019

Approving PSA Asbestos Investigation Service Inner Loop Annex & Communications

Submitted For: Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Professional Services Contract for Asbestos Investigation Services between Williamson County and Baer Engineering and Environmental Consulting, Inc. for the Williamson County Inner Loop Annex & Communications Buildings and authorizing execution of the contract.

Background

This agreement is to provide Asbestos Investigation Services for ongoing projects at the Inner Loop Annex and Communication Building. Total project cost is \$5,515.24. Department point of contact is Dwayne Gossett. Funding source P434.

Fiscal Impact

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

AttachmentsPSA

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 05/02/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

05/02/2019 08:42 AM
05/02/2019 11:24 AM
Started On: 04/30/2019 09:25 AM



PROFESSIONAL SERVICES CONTRACT
Asbestos/Lead Investigation or Abatement Projects

THE AGREEMENT. This Professional Services Contract (sometimes referred to as the "Agreement") is made by and between Baer Engineering & Environmental Consulting, Inc., (hereafter Baer Engineering or Baer) and Williamson County, Texas (hereinafter referred to as "Client"). The Agreement between the parties consists of this Agreement together with any attachments and exhibits mentioned herein. Together, these documents will constitute the entire agreement superseding any and all prior dealings and understandings. Any modifications of this Agreement must be mutually agreed to in writing.

PROJECTS. Client engages Baer Engineering to perform professional environmental consulting services for a variety of projects to be determined by Client during the term of this Agreement.

SCOPE OF SERVICES. A detailed "Scope of Services" document, with a cost estimate, is presented in a written proposal accompanying this Agreement herein after referred to as Exhibit "A". The Scope of Services document for each project will be differentiated by date or by a letter or number. Changes to the Scope of Services must be mutually agreed to in writing. Services not set forth in a Scope of Services document are excluded from the scope of Baer's services and Baer shall have no responsibility to perform them. If however, Client requests services beyond those detailed in Exhibit "A", the parties shall execute a separate written agreement defining the services to be rendered and the compensation that is to be paid to Baer Engineering. The said written agreement must be executed by all parties prior to Baer Engineering's performance of any services beyond those detailed in Exhibit "A". Client shall not have any obligation to pay for services beyond those detailed in Exhibit "A" unless and until a separate written agreement defining the services to be rendered and the compensation that is to be paid to Baer Engineering is executed in advance of the performance of such services.

DEFINITIONS. As used throughout this Agreement, certain terms should be understood to have the following meanings:

- A) "Claim" - shall mean claims that are legally enforceable and includes liabilities for all manner of losses, injuries, costs, expenses, and interest.
- B) "Construction" - shall mean not only construction, but also includes demolition and abatement.
- C) "Instruments of Service" - shall include what are commonly called "the Contract Documents," as well as any other reports, plans, specifications, and computer files prepared by Baer Engineering pursuant to its performance under this Agreement.
- D) "Law" - shall mean any type of law, including statutes, regulations, ordinances, codes, rules, case law, court orders, or administrative agency orders.
- E) "Negligent" or "Negligence" - Except where explicitly otherwise stated, in addition to its common law definition, for the purposes of brevity the term "negligence" is meant to also include intentional misconduct of Baer employees to the extent their acts are within the scope of their employment.

COMPENSATION. Client agrees to compensate Baer Engineering timely in the amounts and at the rates set forth in Exhibit "A".

STANDARD OF CARE. Baer Engineering will strive to perform the services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty or guarantee, express or implied, made in connection with the providing of these services. Client recognizes that site or building structure conditions may vary from those observed at locations where samples are collected, and that site conditions may change with time. Data, interpretations, and recommendations by Baer Engineering will be based solely on information available to Baer Engineering. Baer Engineering is responsible for its data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed, or for the accuracy of information provided by others.

INSURANCE. Baer Engineering represents that it maintains the following insurance coverage:

Type/Limits

Worker's Compensation and Employers' Liability /Statutory
General Liability /\$1,000,000 per occurrence/\$1,000,000 aggregate
Automobile Liability /\$1,000,000 per person/\$1,000,000 per occurrence
Professional Liability /\$1,000,000 claims made/\$1,000,000 aggregate

If Client desires additional insurance coverage, Baer Engineering will obtain said coverage (if procurable) at Client's expense, to protect Baer Engineering and Client, upon written notice to Baer specifying the types and amounts of coverage(s) desired.

LIMITATION OF LIABILITY. Baer is not an insurer, and will not accept a liability that is out of proportion to the income generated by a particular project. THEREFORE, AS A FUNDAMENTAL TERM OF THIS AGREEMENT, CLIENT

AGREES THAT BAER ENGINEERING'S LIABILITY, (and that of its officers, directors, employees, agents, and subcontractors) TO CLIENT OR ANY THIRD PARTY DUE TO NEGLIGENT PROFESSIONAL ACTS, ERRORS, OR OMISSIONS OR FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO AN AGGREGATE OF \$50,000.00 OR THE TOTAL AMOUNT OF BAER'S CHARGES AND FEES, WHICHEVER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF LIABILITY, BAER AGREES TO INCREASE THE AGGREGATE LIMIT, UP TO A MAXIMUM OF \$1,000,000.00, UPON CLIENT'S WRITTEN REQUEST AT THE TIME OF ACCEPTANCE OF BAER'S PROPOSAL, PROVIDED THAT CLIENT PAYS AN ADDITIONAL CONSIDERATION OF TWENTY PERCENT (20%) OF BAER'S TOTAL CHARGES AND FEES, OR \$2,000.00, WHICHEVER IS GREATER. IT IS AGREED AND UNDERSTOOD THAT THE ADDITIONAL CHARGE FOR THE HIGHER LIABILITY LIMIT IS BECAUSE OF THE GREATER RISK ASSUMED BY BAER AND IS NOT A CHARGE FOR ADDITIONAL LIABILITY INSURANCE. This limitation shall not apply to the extent that may be prohibited by law.

INDEMNIFICATION. When an indemnity is provided for in this Agreement, such indemnity shall extend not only to actual and punitive damages for the claim itself, but also the costs of defense (e.g., attorney fees and court costs) and similar costs incurred in enforcing the indemnity.

A) Baer Engineering's Indemnities

- i. **Acts of Baer.** BAER ENGINEERING AGREES TO INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST CLAIMS ARISING DIRECTLY FROM THE NEGLIGENT ACTS AND OMISSIONS OF BAER ENGINEERING IN ITS PERFORMANCE OF ITS CONTRACTUAL OBLIGATIONS, BUT ONLY TO THE EXTENT THAT BAER ENGINEERING IS RESPONSIBLE ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY. SUCH INDEMNIFICATION AND LIABILITY SHALL NOT EXTEND TO CONSEQUENTIAL DAMAGES (E.G., LOSS OF USE OR PROFITS). NOR SHALL BAER ENGINEERING INDEMNIFY CLIENT FOR DAMAGES CAUSED BY CLIENT'S OWN NEGLIGENCE, NOR FOR PUNITIVE OR EXEMPLARY DAMAGES UNLESS THEY ARE ASSESSED AGAINST BAER ENGINEERING FOR AN ACT OR OMISSION COMMITTED BY BAER ENGINEERING.
- ii. **Acts of Subconsultants.** BAER ENGINEERING AGREES TO INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST CLAIMS ARISING DIRECTLY FROM NEGLIGENT ACTS AND OMISSIONS OF SUBCONSULTANTS HIRED BY BAER TO RENDER PROFESSIONAL SERVICES UNDER THIS AGREEMENT; HOWEVER, BAER WILL NOT INDEMNIFY FOR THEIR INTENTIONAL MISCONDUCT.

B) Client's Indemnities

- I. Baer Engineering agrees and acknowledges that that under the Constitution and the laws of the State of Texas, Client cannot enter into an agreement whereby Client agrees to indemnify or hold harmless any other party, including but not limited to Baer Engineering; therefore, all references of any kind to Client indemnifying, holding or saving harmless any other party, including but not limited to Baer Engineering for any reason whatsoever are hereby deemed void and deleted.
- II. **Early Termination.** If Baer Engineering for any reason does not complete all of the services contemplated by this Agreement, it is agreed that Baer will not be responsible for the accuracy, completeness, or workability of the Instruments of Service that were completed or changed by Client or another party.

WAIVER OF CONSEQUENTIAL DAMAGES. Neither Baer Engineering nor Client, their respective officers, directors, partners, employees contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver includes, but is not limited to, loss of use or rent, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred for any reason.

NO WARRANTIES. Both parties agree that no warranties are intended to be made in this Agreement, either expressed or implied. Baer Engineering shall not be required to execute any documents, no matter by whom requested, that would, in Baer's sole opinion, increase Baer's contractual or legal obligations, risks, or the cost of its professional liability insurance. This includes requests to Baer to certify, guarantee, or warrant the existence or absence of conditions that Baer is not able to ascertain. Client agrees not to make resolution of any dispute or payment of any amount due to Baer in any way contingent upon Baer's executing any additional agreement or certification.

CONFIDENTIALITIES

- A) Baer Engineering shall hold confidential all business or technical information specifically designated as such by Client in writing and obtained from the Client or its affiliates or generated in the performance of this Agreement. If such information is in hardcopy form, Client must stamp it with the word "Confidential." Baer Engineering shall not disclose such information without Client's consent except to the extent required for (i) the performance of this Agreement, (ii) compliance with professional standards of conduct for preservation of public safety, health, and welfare, (iii) compliance with any court order or other governmental directive, and/or (iv) protection of Baer Engineering against claims or liabilities arising from performance of this Agreement. Consultants obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.
- B) Notwithstanding the foregoing, it is agreed that Baer Engineering shall, promptly upon notice of the necessity of disclosure of information pursuant to (A)(i) through (A)(iv) above, notify the Client prior to any such disclosure. The Client may contest the requirement for or necessity of any such disclosure provided that such contest shall not subject Baer Engineering to any legal liability, claim, expense, criminal penalty, or prosecution for a crime.

- C) If Client requests Baer Engineering to report on the past or current qualifications and/or performance of others engaged or being considered for engagement directly or indirectly by the Client, and to render opinions and advice in that regard, then those about whom reports and opinions are rendered may as a consequence initiate claims of libel or slander against Baer. To help create an atmosphere in which Baer can freely and candidly communicate to Client, Client agrees, to the fullest extent permitted by law, to keep the existence and contents of such communications confidential.

SITE ACCESS AND CONDITIONS. If site access is required as part of the services, Client shall indicate to Baer Engineering any limits to access and shall be responsible for the accuracy of such information.

- A) Client shall grant free access to the site for all necessary equipment and personnel. Client shall notify any and all possessors of the project site, whether they be lawfully or unlawfully in possession, that Client has granted to Baer Engineering free access to the project site and Client shall secure permission (and any permits) necessary to allow Baer Engineering free access to the project site at no charge to Baer Engineering.
- B) Client understands that material sampling and the use of testing equipment, if necessary, may cause some minor property damage at the sampling or test locations and agrees that the correction of such damage is not a responsibility of Baer Engineering unless specifically included in the written scope of services.
- C) Client will make available to Baer Engineering all information regarding existing and proposed conditions at the site. The information shall include, but not be limited to, architectural and/or engineering drawings of the project, building construction materials specifications, field or laboratory tests, and written reports. Client will immediately transmit to Baer Engineering any new information that becomes available or any change in plans.

BILLINGS AND PAYMENT. Client's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Client within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Client 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 Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Client shall notify Baer Engineering of the discrepancy. Following Client's notification of any discrepancy as to an invoice, Baer Engineering must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Client shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Client's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

RISK ALLOCATION. Client acknowledges and accepts the risk that:

- A) Site conditions such as remodeling of structures, substitutions of construction building materials, and other conditions can vary from those encountered at the times and locations where data on them were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site;
- B) Governmental regulations relating to the environment, hazardous substances, asbestos, or other waste may change with time and may purport to require achievement of results that cannot be accomplished in an absolute sense (e.g., the construction of and entirely impermeable containment). Baer Engineering agrees to use reasonable professional efforts to comply with all laws applicable to its work that are in effect as of the date of this Agreement;
- C) Projects such as those involving abatement of asbestos and lead, may not perform as anticipated by Client, even if Baer Engineering's services are performed in accordance with the terms of this Agreement.

LATENT HAZARDS. Discovery of Unanticipated Hazardous or Toxic Materials.

- A) Hazardous or toxic materials may exist at the site or on portions of the site where there is no reason to believe they could or should be present. In regard to them:
- i. Baer Engineering and Client agree that the discovery of such materials where they are not anticipated constitutes a changed condition mandating a re-negotiation of the Scope of Services or termination of services. Baer Engineering and Client also agree that the discovery of unanticipated hazardous or toxic materials may make it necessary for Baer Engineering to take immediate measures to protect human health and safety and/or the environment. Client agrees to compensate Baer Engineering for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous or toxic materials.
 - ii. Baer Engineering agrees to notify Client when unanticipated hazardous or toxic materials or suspected hazardous or toxic materials are encountered. Client agrees to consult legal counsel of its own choosing to determine Client's duty to make disclosures required by law to appropriate governing agencies. Client also agrees to hold Baer Engineering harmless for any and all consequences of disclosures made by Baer Engineering that are required by law. If Client fails to disclose information to appropriate authorities, Client agrees to hold Baer Engineering harmless for any and all consequences of non-disclosure.

- C) If Client requests Baer Engineering to report on the past or current qualifications and/or performance of others the property owner of the discovery of unanticipated hazardous or toxic materials or suspected hazardous or toxic materials.

OWNERSHIP AND DISPOSAL OF CONTAMINATED MATERIALS AND EQUIPMENT

- A) Any hazardous waste, substances, or materials shall at all times be and remain Client's property. It is not part of Baer's duties under this Agreement to arrange for the disposal, treatment, or transport of hazardous waste materials. Baer will provide to Client the Texas Commission for Environmental Quality (TCEQ's) list of approved disposal contractors, and assist Client in calculating the cost of disposal with any disposal contractor(s) chosen by Client. Client understands that it has the sole responsibility to make all decisions regarding the proper manner and means of waste disposal, and agrees to secure the advice of legal counsel of Client's choice in making its decisions.
- B) Samples will be disposed of at Client's cost in a proper manner according to applicable laws governing the handling, transport, and disposal of such sampled materials sixty (60) days after submission of a report covering those samples. At all times, any and all right title, and responsibility for samples shall remain with Client; under no circumstances shall this Agreement be construed or interpreted to create any right title, interest, or responsibility for such samples by Baer Engineering. At Client's direction, samples will be returned to Client for final disposition. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- C) All laboratory and field equipment contaminated in performing the work and which cannot be reasonably decontaminated shall become the property and responsibility of Client, unless equipment is contaminated because of Baer Engineering's failure to use reasonable care. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment that cannot be reasonably decontaminated.

DATA PROVIDED BY CLIENT OR OTHERS. It is agreed that Baer Engineering will not be held responsible for the quality or accuracy of data, nor the acquisition or sampling programs or methods from which the data were developed, where such data is provided by or through Client or third parties to Baer Engineering and upon which Client desires Baer Engineering to rely, in whole or in part. Such data includes, but is not limited to, architectural and/or engineering drawings of the project, building construction materials specifications, reports, calculations, designs, drawings, surveys, maps, etc. If Client has provided the information, then Client agrees to assume responsibility for any liability that may result if the information is not correct.

CONTINUITY. Client acknowledges that it is customary for Baer Engineering to be responsible for preparing and furnishing drawings, specifications, and other documents that are to be utilized during the bidding, construction, and/or field work phases of a remediation Project: (i) to interpret, clarify, and modify the same as circumstances may dictate; (ii) to adjust the same to accommodate substitution of materials and equipment as proposed by bidders and contractor(s); (iii) to conform same with approvals of shop drawings and sample submittals; and (iv) to correct for inconsistencies or irregularities in the documents. Therefore:

- A) If Baer Engineering is not retained to provide such services during the bidding, construction, and/or field work phases of Client's Project, Baer Engineering will not be responsible for claims arising out of any interpretation, clarification, substitution acceptance, shop drawing, sample approval, or modification of construction documents. Baer shall have no responsibility for any portion of any project designed by Client's other consultants, nor shall Baer be required to check or verify other consultants' construction documents; instead, Baer shall be entitled to rely upon the accuracy and completeness thereof, as well as the fact that the documents comply with applicable law.
- B) If Baer Engineering is to be employed to provide such services, then Client warrants that it will cause the General Contractor to review any requests for information (RFIs) submitted by subcontractors prior to submission of them to Baer Engineering to ensure that such RFIs are not already clearly and unambiguously answered in the Contract Documents. It is understood that Baer Engineering will charge for time spent reviewing RFIs that are already clearly answered in the Contract Documents in accordance with its rates in Exhibit "A".

CONSTRUCTION OBSERVATION.

- A) The purpose of Baer Engineering's presence at the site(s) is to enable Baer to provide for Client a greater degree of assurance that the completed work of contractor(s) do in fact generally conform to the contract documents. On the other hand, it is understood that, during such visits or as a result of such field observations, monitoring, and/or testing of contractor(s)' work-in-progress, Baer will not have authority to supervise, direct, or control contractor(s)' work. Baer is there only to report to Client what Baer believes is compliance or non-compliance with the contract documents. Thus, it is agreed that Baer Engineering shall have no responsibility for the means, methods, techniques, sequences, or procedures selected by the contractor(s), for the safety precautions and programs chosen by the contractor(s) or for any failure of the contractor(s) to comply with any laws applicable to the work being performed by the contractor(s).
- B) It is understood and agreed that if Baer Engineering's basic services under this Agreement do NOT include project observation or review of Contractors' performance or any other construction phase services, that such services will be provided by Client or others hired by Client. Client therefore assumes responsibility for interpretation of the

Contract Documents and for construction observation and supervision and waives any claims against Baer Engineering that may be in any way connected thereto. If Client requests in writing that Baer Engineering provide any specific construction phase services, Client and Baer must reach a mutually agreeable contract and execute same prior to Baer Engineering providing any such construction phase services.

SAFETY. Any construction review of contractor(s)' performance conducted by Baer Engineering is not intended to include review of the adequacy of the contractor(s)' safety measures in, on, or near the construction site. Client understands the contractor is solely responsible for working conditions at the job site, including the safety of all persons and property.

OPINIONS OF COST. Since Baer Engineering has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Baer's estimate of the probable construction, operations, and maintenance costs are nothing more than opinions based upon Baer Engineering's judgment as an experienced and qualified professional engineer and/or consultant familiar with the construction industry. But Baer Engineering cannot and will not guarantee that actual costs will not vary from estimates of probable cost prepared by Baer. If prior to the bidding or negotiation phase Client wishes greater assurance as to costs, Client shall employ an independent cost estimator.

DOCUMENTS.

- A) Instruments of Service shall remain the property of Baer Engineering. Baer shall retain all common law, statutory, and other reserved rights, including the copyright thereto. Client may use such documents only in connection with the particular project for which such documents were prepared.
- B) Instruments of Service shall become the property of Client only if specifically stated in Exhibit "A". However, use by others or use for any other purpose or project, without written verification or adaptation by Baer Engineering, will be at the Client's or other's sole risk and liability. Client shall indemnify and hold Baer Engineering harmless from all claims arising out of use of Baer's documents on other projects or by third parties.
- C) Baer Engineering agrees to maintain all Instruments of Service as is or on microfilm, except for samples and specimens, for a minimum period of two years after completion of its services. When the Instruments of Service shall become the property of the Client, the Client shall specify in writing to the President of Baer Engineering if it desires to acquire possession of the Instruments of Service at any time before the end of the two year period; if so requested, Baer will furnish them to Client and will be under no further obligation to continue to maintain them.

TERMINATION. This Agreement may be terminated by Baer Engineering seven (7) days after giving written notice of a breach of any provision of this Agreement or in the event of substantial failure of performance by the Client, or if Client suspends performance of Baer Engineering's services for more than three (3) months. Client may terminate the Agreement upon seven (7) days advance notice for any reason. In the event of termination, Baer Engineering will be paid for services performed prior to the date of termination plus reasonable termination expenses including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

NO WAIVER OF LIEN OR STOP NOTICE RIGHTS. The terms and conditions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights that Baer Engineering may have for the performance of services under this Agreement.

SUCCESSORS AND ASSIGNS. By this Agreement, Client understands that it binds itself, its partners, successors, executors, administrators, and assigns.

BANKRUPTCY. Should Baer Engineering become bankrupt, Baer Engineering or its trustee in bankruptcy shall be paid the reasonable value of all services previously performed. In determining reasonable value under this article, the contract price shall be deemed reasonable.

ASSIGNMENT. Neither Client nor Baer Engineering shall assign rights or duties created under this Agreement without the written consent of the other, except that Baer may employ the services of subconsultants when, in its sole opinion, it is necessary, customary, and/or appropriate to do so. Such subconsultants include, but are not limited to, surveyors, specialized consultants, drillers, and testing laboratories. The Client shall not unreasonably restrict Baer's use of other subconsultants for additional purposes.

ALTERATIONS. No term of this Agreement is to be altered unless done in writing and signed by the parties.

FORCE MAJEURE. Neither party shall be held responsible for damages or considered to be in default nor breach of this Agreement or by reason of delays in performance caused by strikes, lockouts, accidents, Acts of God, inclement weather and other unavoidable delays beyond Baer Engineering's reasonable control. Furthermore, Baer Engineering shall not be liable for delays in performing its obligations hereunder that are caused by Client or Client's agents (e.g., furnishing information promptly), shortages or unavailability of labor at established wage rates, other contractors, and/or government agencies. In the case of this happening, the time of completion shall be extended accordingly, but if Baer Engineering experiences increased costs due to such delays, then upon written notice to Client setting forth the specific items of increased cost and the amounts thereof, Client shall pay such additional amount(s) or else Baer Engineering, at its option, may terminate this Agreement.

COOPERATION.

- A) Client agrees to fully cooperate with Baer Engineering for the purposes of performing its obligations under this Agreement.

- B) Baer Engineering agrees to assist Client in applying for permits and approvals that are typically required by law for projects similar to the one(s) for which Client has hired Baer Engineering. This assistance shall consist of completing and submitting forms on the results of certain work (if said work is included in the Scope of Services). However, this assistance does not include special studies, special research, special testing, or special documentation not normally required for the type of project contemplated. Furthermore, Baer's assistance shall not include attendance at meetings with Client, contractors, or public authorities unless specifically stated in the Scope of Services. If time spent in such meetings exceeds anticipated effort included in the Scope of Services, then Client agrees to compensate Baer for same at the rates specified in Exhibit "A".

CORPORATE LIABILITY. It is understood and agreed by the parties that Baer Engineering is a Texas corporation, and it has contracted to perform services in the Agreement as a corporation and not as individuals. Therefore, Client agrees to make no claim, demand, or suit directed against individual employees, agents, and officers of Baer Engineering for their acts done as employees, agents, or officers.

DISPUTE RESOLUTION

- A) **Certification of Negligence.** Client agrees to make no claim for negligence against Baer unless Client has first provided Baer Engineering with a written certification of an independent engineer currently practicing in the same discipline as Baer Engineering and who is licensed by the State of Texas. This certification shall:
- contain the name and license number of the certifier;
 - specify each and every act or omission that the certifier contends is a violation of the standard of care that is applicable to a design professional performing services under similar circumstances;
 - state in detail the basis for the certifier's opinion(s) that each alleged act or omission constitutes a violation of the applicable standard of care; and
 - be presented to Baer Engineering at least 30 days prior to the presentation of any claim for dispute resolution or litigation.
- B) **ADR.** Except as provided herein, all claims, disputes, and other matters in controversy solely between Baer Engineering and Client arising out of or in any way related to this Agreement shall be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If no specific ADR procedure is agreed to by the parties, then both parties must submit their claims and/or defenses to mediation before they can be plead in a lawsuit.
- C) **Exceptions.** If a dispute involves: (i) claims for indemnity against claims brought by third parties, and/or (ii) Baer Engineering's claims for sums due and owing to Baer Engineering for services rendered and costs incurred, Baer Engineering, at its option, may proceed directly to enforce its remedies at law, including, but not limited to, an action to foreclose mechanic's liens, a suit on sworn account, or such other proceedings or process deemed necessary to enforce its rights to payment.
- D) **Venue.** Any action arising under this Agreement shall be brought and tried in Williamson County, Texas. The parties agree that the prevailing party shall be entitled to attorneys' fees and costs.

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

NOTICES. Any notices required or permitted to be sent shall be considered served on a party if hand delivered, sent by telegram or certified mail, or sent by facsimile to the addresses and numbers that appear in the Project Representatives provision below or such other addresses as the parties may have designated pursuant to that paragraph.

GOVERNING LAW AND SURVIVAL

- A) The law applicable to any adjudication of disputes arising hereunder shall be the law of the State of Texas.
- B) If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. It is agreed that limitations of liability and indemnities shall survive termination of this Agreement.

PROJECT REPRESENTATIVES. Client shall designate representatives who are authorized to accept notices from Baer and make decisions on Client's behalf when requested by Baer Engineering. Client lists the following representatives as persons who are authorized to make decisions regarding work on the project(s) that Baer is working on under this Agreement. Client agrees not to delay in making decisions that Baer has requested, and represents that the following people, listed in order of priority, will be available on an on-call basis:

Project Name (Project): Asbestos Investigation – Williamson County Inner Loop Annex and Communications Building Project Location (Site): 301 SE Inner Loop, Georgetown, Texas 78626	
<u>CLIENT INFORMATION</u>	<u>BAER ENGINEERING INFORMATION</u>
Project ID:	Project Number: 191010.01
Name: Williamson County Facilities and Maintenance Dept. Address: 3151 SE Inner Loop City, State, Zip: Georgetown, TX 78626	Baer Engineering and Environmental Consulting, Inc. 7756 Northcross Drive, Suite 211 Austin, Texas 78757
Telephone: FAX:	512.453.3733 Toll Free 800.926.9242 Fax 512.453.3316 www.baereng.com
<u>PROJECT REPRESENTATIVES CONTACT INFORMATION</u>	
Project Principal:	Project Principal: Ahmad Nasser – anasser@baereng.com
Project Manager: Mr. Dwayne Gossett DGossett@wilco.org	Project Manager:

The parties agree to send written notice if any of the contact information above changes.

Wherefore, in solemn acknowledgment of the terms of this Agreement, we do sign our names on this

18th Day of April, 2019.

Client or Authorized Representative:

Title: _____

Baer Engineering:



Title: Industrial Hygiene Service Line Manager

Exhibit “A”



Baer Engineering
and Environmental Consulting, Inc.

April 18, 2019

Williamson County Maintenance
3151 Southeast Inner Loop
Georgetown, Texas 78626

Sent via electronic mail to: DGossett@wilco.org

Attention: Mr. Dwayne Gossett

Reference: PROPOSAL FOR ASBESTOS INVESTIGATION SERVICES
Williamson County Inner Loop Annex and Communications Buildings
301 Southeast Inner Loop, Georgetown, Texas 78626
Baer Engineering Document No.: 191010-5.011

Dear Mr. Gossett:

Baer Engineering and Environmental Consulting, Inc. (Baer Engineering) is pleased to submit this proposal to provide a limited asbestos investigation at the site references above. This proposal is based on information provided by you, and our experience with similar projects.

PROJECT INFORMATION

It is our understanding that renovations are planned at the Site that could potentially disturb asbestos-containing materials (ACMs). The Texas Asbestos Health Protection Rules (TAHPR) require that ACMs be identified, and abated, prior to activities that could potentially disturb them. Baer Engineering was asked to:

Perform asbestos investigation of specified areas to identify and sample suspect ACMs;
Prepare a report of the investigation findings upon receiving the laboratory analysis reports. ACM investigation; and

Note: Investigation is limited to specified areas where renovation/demolition work is planned. Refer to client-provided drawings for the specific areas to be tested.

SCOPE OF SERVICES

Asbestos Investigation

Baer Engineering will perform the ACM sampling in accordance with the TAHPR. The TAHPR require that asbestos-containing material (ACM) be identified, and abated, prior to activities that could potentially disturb them. The TAHPR also detail specific requirements for material sampling, laboratory analysis, and survey documentation. A Baer Engineering Asbestos Inspector, licensed by the Texas Department of State Health Services (TDSHS), will conduct the ACM investigation.

The AI will identify potential ACMs and collect samples of these materials. Minor damage will be incurred to accomplish the materials sampling. We will attempt to minimize such damage, but repair of said damage is not included in our proposal.

Following the investigation, Baer Engineering will send the samples to a TDSHS-licensed laboratory (Omni Environmental Lab in Round Rock, Texas) to be analyzed for the presence of asbestos using Polarized Light Microscopy (PLM) in accordance with the United States

Environmental Protection Agency's (EPA) "*Method for the Determination of Asbestos in Bulk Building Materials*" (EPA/600/R-93/116, July 1993). Normal turnaround time (TAT) for analysis will be requested. Normal TAT is 3-5 working days. Expedited TAT can be requested for an additional charge by the laboratory. Baer Engineering will provide a proposal for expedited analysis fees, upon request.

Upon receipt of the final analytical reports, we will provide a written report documenting the investigation findings. The general format of the report will present background information, purpose and scope, procedures, findings, and recommendations. The report will include the following information:

- A list of homogeneous materials sampled for asbestos and the sample locations;
- A list of material samples obtained with identification of samples that were found to contain asbestos;
- Quantity estimates of each homogeneous area of ACM identified; and
- Photographs of each homogenous material that was sampled.

FEE AND SCHEDULE INFORMATION

Baer Engineering will invoice the above-described scope of services based on the time required and expenses incurred in accordance with the attached Schedule of Fees and in accordance with the terms of the Professional Services Contract. The following is an itemization of the not-to-exceed amount for the services and expenses:

Description	Baer Personnel Title	Rate	Hours/Units	Total
Labor				
Project Management	Project Manager	\$147.44	2	\$294.88
Administrative Assistance	Administrative Assistant	\$92.42	1	\$92.42
Conduct Asbestos Investigation	Asbestos Inspector	\$119.55	20	\$2,391.00
Prepare chains of custody, prepare samples, and deliver/ship samples to laboratory	Field Technician	\$119.55	1.5	\$179.33
Report Formatting	Administrative Assistant	\$92.42	5	\$462.10
Prepare Report	Asbestos Inspector	\$119.55	5	\$597.75
CADD for Report	CADD Operator	\$110.59	6	\$663.54
QC – Technical	Asbestos Inspector	\$119.55	0.5	\$59.78
QC – Final	Project Manager	\$147.44	1	\$147.44
Labor Total				\$4,888.24
Reimbursable Expenses				
Lab Analysis Fees – Asbestos PLM	Omni Environmental	\$9.50	66	\$627.00
Expenses Total				\$627.00
Project Total				\$5,515.24

All expenses must comply with and be paid aid in accordance with both the terms set forth in the Agreement and the Williamson County Vendor Reimbursement Policy, which is attached as Exhibit

Requests for additional services, beyond the scope of services presented in this proposal, will be based on the time required and expenses incurred in accordance with rates shown in the table above. Actual time and expenses may vary by line item from the breakdown shown above, but we will not perform additional services or exceed the proposed fee total without your prior written authorization.

QUALIFICATIONS

Baer Engineering will observe existing conditions using generally accepted procedures. Concealed materials existing inside walls and other building cavities as well as behind interior and exterior finishes or under large furniture, floor coverings, wall coverings, pavements, or the like, may not be detected if there are no visible indications that such materials are present. Baer Engineering will attempt to locate hidden materials based upon the inspector's professional judgment of where such materials may likely exist; however, please be aware that it may not be possible to identify all concealed materials.

Damage will be incurred to accomplish the materials sampling. We will attempt to minimize such damage, but repair of said damage is not included in our proposal.

This proposal assumes reasonable and timely access to all areas. Areas that are inaccessible at the time of the investigation will be noted. This proposal does not include the cost for additional mobilizations to sample areas that are inaccessible at the time of the initial investigation.

AUTHORIZATION

Please authorize us to proceed with these services by issuing a notice to proceed. Our services and confidential reports will be prepared on behalf of and for the exclusive use of Williamson County and its agents.

We look forward to working with you on this project. Please contact me at athane@baereng.com or 512.453.3733 if you have questions concerning these services or require adjustments to our approach or schedule.

Sincerely,
Baer Engineering and Environmental Consulting, Inc.



Adam Thane
Estimator, Industrial Hygiene Services

WRITTEN AUTHORIZATION TO PROCEED

Authorized Client Signature*

Date

AUTHORIZATION TO PROCEED

**The individual executing this Agreement warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon such party. Client's signature attests to financial responsibility, ability and willingness to pay invoices in accordance with Baer Engineering and Environmental Consulting, Inc.'s terms*

Exhibit “B”

Williamson County Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

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

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal

reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse

Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies

- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session

33.

Meeting Date: 05/07/2019

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Date

05/02/2019 09:53 AM

Started On: 05/02/2019 08:46 AM

Commissioners Court - Regular Session**34.****Meeting Date:** 05/07/2019

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
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/02/2019

Reviewed By

Andrea Schiele

Date

05/02/2019 09:53 AM

Started On: 05/02/2019 08:47 AM