NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
May 5, 2020
9:30 A.M.

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

Virtual Meeting Notice: Pursuant to the suspension of various provisions of the Texas Open Meetings Act implemented by Governor Greg Abbott on March 16, 2020 due to the Coronavirus Disease (COVID-19), the Williamson County Commissioners Court will be conducting its meeting virtually by video/audio conferencing. Members of the public may watch the virtual meeting live by going to http://www.wilco.org/livemeetings. Members of the public who wish to address the Commissioners Court during the Public Comment Period or on a particular agenda item may do so, in person, at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, pursuant to the Rules of Procedure, Conduct, and Decorum at Meetings of the Williamson County Commissioners Court. Pursuant to Governor Greg Abbott's Executive Order GA-18, every person in Texas shall minimize social gatherings and minimize in-person contact with people not in the same household and, in accordance with Texas Department of State Health Services (DSHS) guidance, individuals should maintain 6 feet separation, self-screen before going into a business for Coronavirus Disease (COVID-19) symptoms, wash or disinfect hands upon entering a business and after any interaction with employees or others, wear cloth face coverings when entering a business or when coming within 6 feet of a non-household member, consider wearing cloth face coverings (over the nose and mouth) when entering a business, or when within 6 feet of another person who is not a member of the individual's household, and, if available, individuals should consider wearing non-medical grade face masks.

1. Review and approval of minutes.

2. 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.

3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please 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 4 – 60)

4. To discuss and take appropriate action on line item transfer for County Clerk for computer equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0385-0385-004500	Maintenance Contracts	9010.00
To	0385-0385-003010	Computer Equipment >$5k	9010.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0591-004210	Intenet/Email Svcs	$586.46
To	0100-0591-001109	Cell Phone Stipend	$480.00
To	0100-0591-002010	FICA	$36.72
To	0100-0591-002020	Retirement	$69.74

6. Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-005741	Computer Software > $5,000	$9,076.44
To	0100-0542-003010	Computer Equipment < $5,000	$9,076.44

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-005741	Computer Software > $5,000	$3,500.00
To	0100-0542-004541	Vehicle Repairs & Maintenance	$3,500.00

8. Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004100	Professional Services	$6,000.00
From	0100-0542-003010	Computer Equipment < $5,000	$6,000.00

9. Discuss, consider and take appropriate action on a line item transfer for Courthouse Security Fund expenditures.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0360.0360.001100	Full time Salaries	$4,658.52
To	0360.0360.001105	LE Full time Salaries	$4,658.52

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004208	Internet Cloud Solutions	$3,000.00
To	0100-0499-003011	Computer Software	$1,000.00
To	0100-0499-003005	Office Furniture	$1,000.00
To	0100-0499-003006	Office Equipment	$1,000.00

11. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Inter-departmental Transfer including twelve (12) Chevrolet Tahoes, pursuant to Tx. Local Gov’t Code 263.152.

12. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Another Entity of one (1) ballistic vest, pursuant to Tx. Local Gov’t Code 263.152.

13. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 04/01/2020 through 04/30/2020.

14. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) Chevrolet Silverado and one (1) Chevrolet Tahoe, pursuant to Tx. Local Gov’t Code 263.152.

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

16. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, March 2020 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

17. Discuss, consider, and take appropriate action to approve the County Attorney March 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.

18. Discuss, consider and take appropriate action on reappointment of Eric N. Stratton to the CapMetro Board of Directors for a three-year term beginning July 1, 2020, and ending on June 30, 2023.

19. Discuss, consider and take appropriate action on accepting Texas Bar Foundation grant in the amount of $15,000 to support Judge Larson's Family Reunification program.

20. Acknowledge and consent to appointments to the Williamson County Conservation Foundation Board of Directors for the terms ending April 2022 and recognize the election of officers for the term ending April 2021.

21. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Williamson County Emergency Communications - Review of the Organizational Culture under RFP #4760.

22. Discuss, consider, and take appropriate action on approving the personal protective equipment (PPE) decontamination service agreement between Williamson County and Battelle Memorial Institute.

23. Discuss, consider and take appropriate action on approving the Facilities & Services Agreement and related County Addendum between Williamson County and Concordia University, Texas to provide temporary housing for uniformed EMS first responders supporting the COVID-19 response efforts, exempting these services from the competitive bidding requirements per section 262.024(a)(2) of the Texas Local Government Code and authorizing execution of the agreement and related addendum.

24. Discuss, consider, and take appropriate action on approving agreement with Hill's Pet Nutrition Sales, Inc. whereby Hill’s provides and/or makes available select Hill’s® brand pet food, under specified terms, to support the operations of the Williamson County Regional Animal Shelter, exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(8), and authorizing execution of the agreement.

25. Discuss, consider and take appropriate action on approving the agreement between Culligan and Williamson County for salt delivery in the amount of $533.46 per delivery, and authorizing execution of the agreement.

26. Discuss, consider and take appropriate action on allowing the Williamson County Elections Department to use the vacant space at 909 S. Austin Avenue, Georgetown, Texas for election services in relation to the July 14th Runoff election and the November 3rd General Election.

27. Discuss, consider and take appropriate action on the acceptance of Nondisclosure and Confidentiality Agreement with Tenex Software Solutions, Inc., a potential vendor, to allow the Elections Department a two-week trial of an epollbook solution. Acceptance of this agreement is not an actual commitment to purchase any product, but would only allow for a review of the product.

28. Discuss, consider and take appropriate action on approving the lease agreement between Pitney Bowes, Inc. and Williamson County for a postage meter lease in the amount of $314.02 per month, pursuant to BuyBoard Contract #576-18, and authorizing execution of the lease.

29. Discuss, consider and take appropriate action on approving the service contract between Williamson County and Catapult Systems, LLC to upgrade existing Exchange Hybrid Servers at the request of the IT Department in the amount of $12,950, per DIR contract #DIR-TSO-3843, and authorizing execution of the agreement.

30. Discuss, consider, and take appropriate action regarding a Business Associate Agreement between Cisco Systems, Inc. and Williamson County.

31. Discuss, consider, and take appropriate action on ratifying the Short Form Agreement between Clarity Ventures and Williamson County for DNN Content Management System consulting and software update services to support the operations of the Williamson County IT Department and authorizing the execution of the agreement.

32. Discuss, consider and take appropriate action on approving the Software Evaluation License Agreement between Williamson County and CentralSquare Technologies, LLC. for software training to support the operations of the Williamson County Sheriff's Office and authorizing execution of the agreement.

33. To discuss, consider and take appropriate action on awarding IFB #3548 for the purchase of two (2) BMW 1250 RTP Motorcycles for the Sheriff's Office to Woods Fun Center in the total amount of $57,105.80.

34. Discuss, consider and take appropriate action on authorizing the extension of 1903-305 Medical Supplies for Williamson County Jail, contract renewal option 1, for the term of July 01, 2020 through June 30, 2021 with Zhou Medical Solutions, LLC.

35. Discuss, consider and take appropriate action on approving the purchase between Williamson County and Krueger International (KI)/TechCenter Design, Inc. to provide additional Tables and Chairs to the Georgetown Annex Building in the amount of $77,559.60 per the terms of Sourcewell Contract # 031715KI. Funding source is P325.

36. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Exposition Center Pavilion Project (P-474); Prime Construction Change Order #3 in the amount of $27,234.07 for modified scope of work on Fire Suppression System change from Wet to Dry.

37. Discuss, consider, and take appropriate action on approving a Utility Easement, Underground Agreement and Quote between Williamson County and Pedernales Electric Cooperative, Inc. related to utilities for the River Ranch County Park Interpretive Center.

38. Discuss, consider and take appropriate action approving the appointment of Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement between Owner and Prime Construction relating to the Williamson County Expo Horse Barn/Pavilion Project (P474) for any increase or decrease in cost of $30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; and further authorize Dwayne Gossett to sign non-contractual permit applications associated with the construction of the project.

39. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Brushy Creek Regional Trail – Phase V Project (P-419); Change Order #05 in the amount of $19,210.00 to approve funding from within the existing contract contingency for Civil Sitework changes, which was executed by Tom Stanfield, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

40. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Inner Loop Annex Renovations (P-434); Vaughn Construction Change Order #3 in the amount of $1,905.00 to provide changes in scope for various framing and sheetrock changes per RFIs 51, 52 and 54.

41. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Inner Loop Annex Renovations (P-434); Vaughn Construction Change Order #5 in the amount of $3,218.00 to bring existing water heater up to code per RFI 045.

42. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Inner Loop Annex Renovations (P-434); Vaughn Construction Change Order #2 in the amount of $9,995.00 for changes in scope associated with ASI. This change order provides revisions to break room for vending machine relocation and additional demo of constructed cubicle walls in the old HR area.

43. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Jail Water Softener & Boiler Replacement Project (P-526); Change Order #01 in the amount of $17,600.00 from approve funding from within the existing contract contingency for Architectural changes, which was executed by Tom Stanfield, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

44. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Jail Water Softener & Boiler Replacement Project (P-526); Change Order #02 in the amount of $16,613.00 from approve funding from within the existing contract contingency for Mechanical changes, which was executed by Tom Stanfield, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

45. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Jail Water Softener & Boiler Replacement Project (P-526); Change Order #03 in the amount of $2,770.00 from approve funding from within the existing contract contingency for Mechanical & Electrical changes, which was executed by Tom Stanfield, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

46. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $0.00 for North Mays Extension (Capital Excavation), a Road Bond project in Commissioner Pct. 1.
P: 224 Funding: Road Bond

47. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $24,898.11 for North Mays Extension (Capital Excavation), a Road Bond project in Commissioners Pct. 1.
P: 224 Funding: Road Bond

48. Discuss, consider and take appropriate action on awarding RFQ #2451-16-17 Planning and Design of Road Bond Projects - Bartlett Street and Coupland Street, Road Bond Project #4.4 & 4.8, to the overall most qualified firm CONSOR Engineers, LLC. and authorizing execution of the agreement. Funding source P369 and P373.

49. Discuss, consider and take appropriate action on awarding RFQ #2451-21-23 Planning and Design of Road Bond Projects - Davilla Street and Thrall Street, Road Bond Project #4.11 & 4.17, to the overall most qualified firm RS&H, Inc. and authorizing execution of the agreement. Funding source P486 and P374.

50. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between Surveying And Mapping LLC and Williamson County dated February 9, 2015 for On Call Professional Survey Services.

51. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 4 under Williamson County Contract between Surveying And Mapping LLC and Williamson County dated February 9, 2015 for Design Survey Services Along River Road and Along Old Windmill Road.

52. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 5 under Williamson County Contract between Surveying And Mapping LLC and Williamson County dated February 9, 2015 for Right of Way Survey and Parcel Maps for San Gabriel Ranch Road.

53. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 6 under Williamson County Contract between Surveying And Mapping LLC and Williamson County dated February 9, 2015 for Surveying Services L20 Relocation for the Tracy Chambers Lane Extension.

54. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 9 under Williamson County Contract between Surveying And Mapping LLC and Williamson County dated February 9, 2015 for Design Survey Services & ROW Delineation Within Live Oak & South San Gabriel Ranches Subdivisions.

55. Discuss, consider and take appropriate action on Work Authorization No 10 in the amount of $44,594.00 to expire on August 31, 2020 under Williamson County Contract for Surveying Services between Surveying And Mapping LLC and Williamson County dated February 9, 2015 for Design Survey Services & ROW Delineation Along Remuda Drive and San Gabriel Ranch Road. Funding source: 01.0200.0210.004150.

56. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for County Road Seal Coat FY20 under IFB #4759.

57. Discuss, consider and take appropriate action on awarding IFB #3866 Forest North Drainage Phase III to the lowest responsive bidder, DeNucci Construction and authorizing execution of the agreement. Funding source P225.

58. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $132,015.00 to expire December 31, 2021 under Williamson County Contract for Engineering Services between M&S Engineering and Williamson County dated March 24, 2020 for Engineering Design Services for Street and Drainage Improvements within the Garden Park Subdivision. Funding source: P491.

59. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $112,425.00 to expire December 31, 2021 under Williamson County Contract for Engineering Services between M&S Engineering and Williamson County dated March 24, 2020 for Engineering Design Services for Street and Drainage Improvements to CR 278. Funding source: P493.

60. Discuss, consider and take appropriate action on approval of the preliminary plat for the Rio Lobo subdivision – Precinct 3.

REGULAR AGENDA

61. Discuss, consider, and take appropriate action on a proclamation designating May 4 - 8, 2020 as Air Quality Awareness Week in Williamson County.

62. Discuss, consider and take appropriate action on ratifying the acceptance of funds in the amount of $170,569.32 and the Terms and Conditions from Health and Human Services (HHS) CARES Act Provider Relief Fund.

63. Discuss, consider and take appropriate action on matters relating to local business grants to include, but not be limited to creating an economic development program pursuant to Texas Local Government Code Chapter 381 and other programs in order to stimulate, encourage and develop business location and commercial activity in Williamson County, Texas that has become necessary due to the impact Coronavirus Disease (COVID-19) Pandemic; providing personnel and services of Williamson County, Texas to support such programs; establishing program criteria; program funding amounts; identify funding sources; application, approval and payment processes; and contracting for the administration of such programs.

64. Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health related matters, issues, business and concerns pertaining to the Coronavirus Disease 2019 (COVID-19).

65. Discuss, consider and take appropriate action on exempting Central Square from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for supervision services for Williamson County and authorize the purchase.

66. Discuss, consider and take appropriate action on exempting Transcend Tactical from the competitive bidding requirements established by Section 262.024.(a)(7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for a tactical robot with non-lethal deployment system to support the operations of the Williamson County Sheriff's Office and authorizing execution of the agreement.

67. Consider an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County EMS share of the FY 19 Capital Area Trauma Advisory Council (CATRAC) Trauma Systems Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment from Other Entities	$38759.22

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003101	Educ Aids/Matls	$4980.00
	0100.0540.003001	Small Equip & Tools < $5000	$3608.16
	0100.0540.003002	Vehicle Equipment < $5000	$3351.60
	0100.0540.003200	Medical Supplies	$5004.50

	0100.0540.004234	Training Supplies	$21814.96

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0492.003005	Office Furniture	$801.71

70. Discuss, consider, and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$801.71

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$724.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$724.00

73. Discuss, consider, and take appropriate action on approving the use of existing funds for potential repairs and modifications to the Precinct 4 Justice of the Peace Building in Taylor, P 431, which is funded out of the 2015 CO with the full budget available in the amount of $650,000.

74. Discuss, consider and take appropriate action on Work Authorization #3 in the amount of $240,225.00 to expire on April 1, 2021 under Williamson County Agreement for Architectural and Engineering Services dated January 30th, 2019, between Williamson County and Reliance Architecture, LLC for the design and construction administration of the Rooftop HVAC Replacement Project for the Juvenile Justice Center

75. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Inner Loop Annex Renovations (P-434); Vaughn Construction Change Order #1 in the amount of ($195,667.00) for removing security scope from original contract. This change order results in a credit to the project.

76. Receive updates on the Department of Infrastructure projects and issues.

77. Discuss, consider and take appropriate action on awarding IFB #3625 Chandler Road Milling, Sealing and Overlay to the lowest responsive bidder Fuquay, Inc. and authorizing execution of the agreement.

78. Discuss, consider and take appropriate action on awarding RFQ #2579 Material Testing and Geotechnical Engineering Services to the overall most qualified respondents ETTL Engineers & Consultants, Inc., Fugro USA Land, Inc. and Kleinfelder, Inc. and authorizing execution of the agreements.

79. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $35,000 from North Mays Extension (P224) to O'Connor Drive (P281) of $10,000 and O'Connor Drive Signals (P329) of $25,000 and to move $75,000 from Corridor C (P459) to Westinghouse Road Phase 1 (P292). Also, to move $20,000 from Inner Loop Left Turn Lanes (P226) and $50,000 from 2013 Road Bond Non-Departmental to SH 29 Inner Loop Phase I (P453). Move $150,000 from CR 119 (P214) and $200,000 from Corridor C (P459) to CR 110 Middle (P261). Move $625,000 from 2013 Road Bond Non-Departmental to Greenfield/Oak Bluff Drainage (P506). Move $270,000 from CR 258 Extension (P277) to CR 258 Phase I (P256).

80. Discuss, consider and take appropriate action on a Contract Amendment No. 6 to the Forest North Drainage contract between Williamson County and K Friese + Associates, Inc relating to the Road Bond Program. Project: P225. Funding Source: Road Bonds.

81. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the MoKan Corridor contract between Williamson County and CP&Y, Inc relating to the 2019 Road Bond Program. Project P370 & P380. Funding Source: 2019 Road Bonds.

82. Discuss, consider and take appropriate action on a Real Estate Contract with Land Unlimited Inc. for right of way needed on The Seward Junction Southeast Loop project. (Parcel 8) Funding Source: Road Bond P271

83. Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and The City of Round Rock, Texas regarding the funding for the construction of the University Boulevard improvement project.

84. Discuss, consider and take appropriate action in relation to the use of Williamson County facilities, vehicles and property by Big Fish Entertainment, LLC, A&E Networks, Williamson County Sheriff Robert Chody and other third parties for purposes of filming and publishing the television series Live PD without the consent, license or authority of the Williamson County Commissioners Court; and expenditures and costs related thereto.

85. Discuss, consider and take appropriate action on the engagement of the law firm of Howry Breen & Herman, LLP and The Law Office Of Randy Leavitt to represent Williamson County in relation to issues regarding the use of Williamson County's facilities, vehicles and property for purposes of filming, producing and/or publishing the television series Live PD or any other type of television series or production, and to investigate the filing of a potential lawsuit and prosecuting such lawsuit to enjoin an invalid contract entered into by Williamson County Sheriff Robert Chody without any authority from the Williamson County Commissioners and indirect contravention of the Williamson County Commissioners Court's stated position and legal authority ; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

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)."

86. 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: O'Connor Signal Project
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 N. Mays.
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 real property for future SH 29 corridor.
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 SE Loop/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
y) Discuss the acquisition of the MKT Right of Way

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.
h) Discuss Blue Springs Boulevard
i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

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

87. 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
h) Project Arcos
i) Project Woods
j) Project Co-Op
k) Project Liberty

88. 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; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
h) 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.
i) 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
j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
k) Valerie Adams - EEOC Charge No. 450-2018-03807
l) 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.
m) 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.
n) BANGL Pipeline Project
o) 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
p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
u) Claim of Regina Wright.
v) Law on use of County facilities.
w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson

County, Texas.
x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
z) Legal matters relating to the use of Williamson County's facilities, vehicles and property by Big Fish Entertainment, LLC, Williamson County Sheriff Robert Chody and other third parties for purposes of filming, producing and/or publishing the television series Live PD or any other type of television series or production.

89. 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)

90. Discuss and take appropriate action concerning economic development.

91. Discuss and take appropriate action concerning real estate.

92. 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; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
h) 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.
i) 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
j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In

the District Court of Williamson County, Texas.
k) Valerie Adams - EEOC Charge No. 450-2018-03807
l) 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.
m) 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.
n) BANGL Pipeline Project
o) 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
p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
u) Claim of Regina Wright.
v) Law on use of County facilities.
w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
z) Legal matters relating to the use of Williamson County's facilities, vehicles and property by Big Fish Entertainment, LLC, Williamson County Sheriff Robert Chody and other third parties for purposes of filming, producing and/or publishing the television series Live PD or any other type of television series or production.

93. 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.

94. 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 1st day of May 2020 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 05/05/2020

Line Item Transfer for County Clerk computers

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

To discuss and take appropriate action on line item transfer for County Clerk for computer equipment.

Background

After receiving the list of equipment we need to replace, we decided all supervisors needed laptops so they could take them home in case they get ill or are quarantined due to the COVID19 crisis. Quote from IT has been received. Replace other equipment that is on the list to standardize replacements. Money is currently in the bank from the non-general fund records management fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0385-0385-004500	Maintenance Contracts	9010.00
To	0385-0385-003010	Computer Equipment >$5k	9010.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/16/2020 05:48 PM
Form Started By: Nancy Rister		Started On: 04/16/2020 04:55 PM
Final Approval Date: 04/16/2020		

Commissioners Court - Regular Session **5.**

Meeting Date: 05/05/2020

Line item transfer for Pretrial Services

Submitted By: Ronald Morgan, Wilco PreTrial Services

Department: Wilco PreTrial Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Pretrial Services has two management-level employees who utilize their personal cellular devices for essential business communication during and outside traditional office hours. Presently, the Department Budget has funds to support a Cell Phone Stipend for one such employee. The requested line item transfer will allow for a Cell Phone Allowance for the second management-level employee. The funds in the source line item (Internet/Email Svs) are more than sufficient to support this request.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0591-004210	Intenet/Email Svcs	$586.46
To	0100-0591-001109	Cell Phone Stipend	$480.00
To	0100-0591-002010	FICA	$36.72
To	0100-0591-002020	Retirement	$69.74

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/17/2020 08:48 AM
Budget Office	Ashlie Koenig	04/17/2020 09:24 AM
Form Started By: Ronald Morgan		Started On: 04/17/2020 08:33 AM
Final Approval Date: 04/17/2020		

Commissioners Court - Regular Session **6.**

Meeting Date: 05/05/2020

FMSO LIT for Computer Equipment

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Special Operations

Department: Fire Marshal Special Operations

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Background

Line item transfer request to provide funds to purchase equipment for installation of MDTs and vehicle mounting equipment as part of the Emergency Services vehicle monitoring project for safety, accountability and industry standard best practices.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-005741	Computer Software > $5,000	$9,076.44
To	0100-0542-003010	Computer Equipment < $5,000	$9,076.44

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/20/2020 01:55 PM
Budget Office	Ashlie Koenig	04/20/2020 02:07 PM
Budget Office	Ashlie Koenig	04/27/2020 09:41 AM
Form Started By: Hank Jones		Started On: 04/20/2020 09:59 AM
Final Approval Date: 04/27/2020		

Commissioners Court - Regular Session **7.**

Meeting Date: 05/05/2020

FMSO LIT for HazMat Trailer Repair

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Special Operations

Department: Fire Marshal Special Operations

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Background

Line item transfer request to provide funds to replace manual hazmat trailer jacks with 12-volt electric/hydraulic jack system. We are currently using a manual jack and the trailer is much to heavy to not have a hydraulic system.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-005741	Computer Software > $5,000	$3,500.00
To	0100-0542-004541	Vehicle Repairs & Maintenance	$3,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/20/2020 01:56 PM
Budget Office	Ashlie Koenig	04/20/2020 02:07 PM
Form Started By: Hank Jones		Started On: 04/20/2020 12:06 PM
Final Approval Date: 04/20/2020		

Commissioners Court - Regular Session **8.**

Meeting Date: 05/05/2020

FMSO LIT for Computer Replacement

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Special Operations

Department: Fire Marshal Special Operations

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Background

Line item transfer request to provide funds for the replacement of three desktop computers and one laptop computer that are dated and at the end of their IT service life.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004100	Professional Services	$6,000.00
From	0100-0542-003010	Computer Equipment < $5,000	$6,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/27/2020 09:36 AM
Budget Office	Ashlie Koenig	04/27/2020 09:38 AM
Form Started By: Hank Jones		Started On: 04/24/2020 05:41 PM
Final Approval Date: 04/27/2020		

Commissioners Court - Regular Session **9.**

Meeting Date: 05/05/2020

BA Revenue 3.10.20 Correction

Submitted For: Rebecca Clemons **Submitted By:** Laura Drewry, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Courthouse Security Fund expenditures.

Background

This Line Item Transfer is to correct an expenditure budget amendment approved on the March 10th Commissioner's Court – agenda item #28. This places the expenditure budget in the correct line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0360.0360.001100	Full time Salaries	$4,658.52
To	0360.0360.001105	LE Full time Salaries	$4,658.52

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/27/2020 02:23 PM
Budget Office	Ashlie Koenig	04/27/2020 02:27 PM
Form Started By: Laura Drewry		Started On: 04/27/2020 01:12 PM
Final Approval Date: 04/27/2020		

Commissioners Court - Regular Session **10.**

Meeting Date: 05/05/2020

Budget line item transfer

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

The line item transfer is from line item 004208 Internet cloud solutions in the amount of $3,000 to line items 003011 Computer Software, 003005 office furniture, and 003006 office equipment. This budget transfer is requested to cover the renewal of Grammarly software and for replacing office equipment and furniture.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004208	Internet Cloud Solutions	$3,000.00
To	0100-0499-003011	Computer Software	$1,000.00
To	0100-0499-003005	Office Furniture	$1,000.00
To	0100-0499-003006	Office Equipment	$1,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 09:04 AM
Budget Office	Ashlie Koenig	04/30/2020 09:16 AM
Form Started By: Judy Kocian		Started On: 04/30/2020 08:33 AM
Final Approval Date: 04/30/2020		

Commissioners Court - Regular Session **11.**

Meeting Date: 05/05/2020

V/E Assets for Transfer 5.5.20

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 vehicle and equipment assets through Inter-departmental Transfer including twelve (12) Chevrolet Tahoes, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details. These vehicles were previously approved for Auction by Commissioners Court but are temporarily being repurposed to Road & Bridge for use during response to the Covid-19 emergency. This will allow Road & Bridge personnel to maintain safe distancing through assignment of only one person per vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Transfer 5.5.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/29/2020 08:35 AM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 05:08 PM
Form Started By: Randy Barker		Started On: 04/28/2020 07:47 AM
Final Approval Date: 04/29/2020		

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLC2E00DR260576
Equipment/Door Number	SB1330
License Plate	1148492
Year	2013
Make	Chevrolet
Model	Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 4/18/2020 10:56 AM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 4/14/2020 10:30 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Road & Bridge due to COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/18/2020 11:40 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/21/2020 11:29 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/21/2020 12:17 PM
Purchasing Department Signature Acknowledgement	✔ Randy Barker 4/22/2020 10:10 AM

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLC2E01ER212795
Equipment/Door Number	SB1426
License Plate	1175655
Year	2014
Make	Chevrolet
Model	Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 4/18/2020 1:37 PM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 4/22/2020 9:55 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Road & Bridge due to COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/22/2020 11:23 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/21/2020 11:32 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/22/2020 12:25 PM
Purchasing Department Signature Acknowledgement	✔ Randy Barker 4/22/2020 1:20 PM

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLC2EC4FR253059
Equipment/Door Number	2B1523
License Plate	1195758
Year	2015
Make	Chevrolet
Model	Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 4/18/2020 10:54 AM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 4/14/2020 10:36 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Road & Bridge due to COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/18/2020 11:30 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/21/2020 11:21 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/21/2020 12:01 PM
Purchasing Department Signature Acknowledgement	✔ Randy Barker 4/22/2020 9:40 AM

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLC2E09ER213516
Equipment/Door Number	SB1433
License Plate	1183403
Year	2014
Make	Chevrolet
Model	Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 4/14/2020 10:24 AM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 4/14/2020 10:41 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Road & Bridge due to COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/18/2020 10:47 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/21/2020 11:14 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/21/2020 11:32 AM
Purchasing Department Signature Acknowledgement	✔ Randy Barker 4/22/2020 9:53 AM

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLC2E05ER213528
Equipment/Door Number	SB1422
License Plate	1175660
Year	2014
Make	Chevrolet
Model	Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 4/18/2020 10:55 AM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 4/14/2020 10:41 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Road & Bridge due to COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/18/2020 11:36 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/21/2020 11:22 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/21/2020 12:09 PM
Purchasing Department Signature Acknowledgement	✔ Randy Barker 4/22/2020 10:03 AM

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLC2E00ER213534
Equipment/Door Number	SB1436
License Plate	1183386
Year	2014
Make	Chevrolet
Model	Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 4/18/2020 10:55 AM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 4/14/2020 10:40 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Road & Bridge due to COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/18/2020 11:38 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/21/2020 11:23 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/21/2020 12:04 PM
Purchasing Department Signature Acknowledgement	✔ Randy Barker 4/22/2020 10:07 AM

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLC2E08ER214771
Equipment/Door Number	SB1417
License Plate	1175625
Year	2014
Make	Chevrolet
Model	Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 4/14/2020 10:24 AM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 4/14/2020 10:42 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Road & Bridge due to COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/18/2020 10:46 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/21/2020 11:13 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/21/2020 11:23 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/21/2020 2:06 PM

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLC2E05BR275152
Equipment/Door Number	2B1135
License Plate	1110306
Year	2011
Make	Chevrolet
Model	Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 4/18/2020 1:39 PM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 4/22/2020 9:55 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Road & Bridge due to COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/22/2020 11:22 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/21/2020 11:33 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/22/2020 12:16 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/22/2020 1:18 PM

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLC2E02ER216533
Equipment/Door Number	SB1438
License Plate	1183404
Year	2014
Make	Chevrolet
Model	Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 4/14/2020 10:28 AM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 4/14/2020 10:43 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Road & Bridge due to COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/18/2020 10:49 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/21/2020 11:20 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/21/2020 11:53 AM
Purchasing Department Signature Acknowledgement	✔ Randy Barker 4/22/2020 9:48 AM

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLC2E04CR288279
Equipment/Door Number	2B1241
License Plate	1137035
Year	2012
Make	Chevrolet
Model	Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 4/18/2020 1:38 PM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 4/22/2020 10:05 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Road & Bridge due to COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/22/2020 10:52 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/21/2020 11:32 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/22/2020 12:10 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/22/2020 1:08 PM

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLC2E05CR169110
Equipment/Door Number	4B1208
License Plate	1130991
Year	2012
Make	Chevrolet
Model	Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 4/18/2020 1:35 PM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 4/22/2020 9:53 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Road & Bridge due to COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/22/2020 11:21 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/21/2020 11:30 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/22/2020 12:20 PM
Purchasing Department Signature Acknowledgement	✔ Randy Barker 4/22/2020 1:17 PM

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLC2E00CR169158
Equipment/Door Number	4B1210
License Plate	1130992
Year	2012
Make	Chevrolet
Model	Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 4/18/2020 1:36 PM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 4/22/2020 9:54 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Road & Bridge due to COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/22/2020 11:25 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/21/2020 11:31 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/22/2020 12:14 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/22/2020 1:13 PM

Commissioners Court - Regular Session **12.**

Meeting Date: 05/05/2020

V/E Assets for Sale to Another Entity

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 Sale to Another Entity of one (1) ballistic vest, pursuant to Tx. Local Gov't Code 263.152.

Background

This agenda item is to document the disposition of a ballistic vest from County inventory. A Williamson County Investigator is leaving the County and will be employed by Hutto ISD PD. Hutto ISD PD has asked to purchase his ballistic vest from the County Attorney's Office. Ballistic vests are fitted to each officer and purchasing a new vest is not as cost effective as selling a current one that fits. After the purchase has been made, the county no longer assumes warranty for the vest. The Inter Local Agreement with the City of Hutto was previously approved by Commissioners Court on 4/7/20, Agenda Item #15.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Sale to Another Entity 5.5.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/29/2020 08:35 AM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 05:09 PM
Form Started By: Randy Barker		Started On: 04/28/2020 07:49 AM
Final Approval Date: 04/29/2020		

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 27-03-2020
Disposal Method:	SALE to other entity
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Alpha Elite Vest
1. Manufacturer ID #:	s/n: R20OSPPBK
1. Oracle Asset #:	s/n not found in Oracle
1. Condition of Assets:	Working
Transferring Department:	County Attorney
Transferring Department Contact Person:	Stephanie Lloyd
Transferring Department Contact Phone Number:	512-943-1116
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Stephanie Lloyd 3/27/2020 4:00 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	SALE to a government entity/civil or charitable organization in the county at fair market value
Court Date:	4/7/2020
Agenda Item:	16

Asset Status Change

Commissioners Court - Regular Session **13.**

Meeting Date: 05/05/2020

Assets for Auction - April 2020 Monthly Report

Submitted For: Randy Barker **Submitted By:** Randy Barker, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 04/01/2020 through 04/30/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction - April 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/29/2020 08:26 PM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 09:27 PM
Form Started By: Randy Barker		Started On: 04/28/2020 07:51 AM
Final Approval Date: 04/29/2020		

April 2020 **MONTHLY REPORT** **Court Date:** **5/5/2020**

Williamson County - Assets for Auction

Agenda #: **24113**

Item	Serial Number	Quantity	Dept.
Dell OptiPlex 780 Desktop Computer	DBQTXQ1	1	Constable 4
Dell OptiPlex 760 Desktop Computers	HWCRML1, 59B9NL1	2	Constable 4
Dell OptiPlex 7010 Desktop Computers	93LHV12, 2P3LZ12	2	Constable 4
Dell OptiPlex 3020 Desktop Computers	HSXQD32, BTXQD32, 4DMS832	3	Constable 4
Dell Monitor	S2440LB	2	Constable 4
Dell Monitor	U2412MB	2	Constable 4
Dell Monitor	P2414HB	2	Constable 4
Dell Monitor	P2217H	1	Constable 4
Dell Monitor	P170ST	1	Constable 4
Vievu LE2 Wearable Camera	See List	4	Constable 4
Apple IPad 32 GB WIFI w/Black Case	DN6G27UEDFHY	1	Constable 4
Dell OptiPlex 780	DB7JDP1	1	Corrections
Panasonic Toughbook CF-53	4FTYA12053	1	HazMat
Panasonic Toughbook CF-52	9DTYA55629	1	HazMat
Panasonic Toughbook CF-48	3BYUA17720	1	HazMat
Panasonic CF-31 #10560	7LKKB32748	1	Information Systems
Panasonic CF-31 #1129	0LKYA38146	1	Information Systems
Microsoft Surface #4528	20471752753	1	Information Systems
Microsoft Surface #4323	33231253353	1	Information Systems
Dell Latitude E5440 #9677	6H76K32	1	Information Systems
Dell Latitude E5470	7RKGL72	1	Information Systems
Dell Latitude E6540 #4339	H72YM12	1	Information Systems
HP T7100 Plotter #1120	MYO0CK2900J	1	Information Systems
Nexia CS BiAmpSystem	01135889, 01135955, 01135899	3	Information Systems
Furman SMP+Multi-Stage Protection PL-8 Series II	11373036198	1	Information Systems
Panasonic DLP Projector Model: PT-DZ57OU	SH3426031	1	Information Systems
Extron Video Scan Converter Model: VXC700	AD2612BE16344	1	Information Systems
Creston Audio-Visdeo Control Processor AV2	2552472	1	Information Systems
Creston 6.5" Touchpanel Model: TPS-3000	2621206, 2621231	2	Information Systems
Creston Interface Module Model: TPS-IMPC	6501269	1	Information Systems
DA-Lite Projection Screen 9' 6" Model: CMT SD-07		1	Information Systems
Extron Wideband Matrix Switcher w/ADSP CR SW	A03A0GCE18150	1	Information Systems
Listen Stationary RF Transmitter LT 800-216	C07A461001, C07A461004	2	Information Systems
Linksys Swtich Model: SD205	GEB 1048	1	Information Systems
Creston ComPort Module RS 232/422 Com		1	Information Systems
Creston Multiple Connector C2N-HBlock	ID91123	1	Information Systems
Credit Card Reader	Veriphone 3750	1	JP 1
Auto Folder, Martin Yale	PROP #2812	1	JP 1
Brother Laser Fax	4100 E	1	JP 1
Brother Laser Fax	4100	1	JP 1

Asset Status Change

Title:	i:0#.f|membership|brian.olson@wilco.org - 21-04-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 780 Desktop Computer
1. Manufacturer ID #:	DBQTXQ1
1. Oracle Asset #:	56403
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Dell Optiplex 760 Desktop Computer
2. Manufacturer ID #:	HWCRML1, 59B9NL1
2. Oracle Asset #:	53528, 53530
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Dell Optiplex 7010 Desktop Computer
3. Manufacturer ID #:	93LHV12, 2P3LZ12
3. Oracle Asset #:	95194, 92233
3. Condition of Assets:	Working
4. Quantity (Mandatory):	3
4. Description:	Dell Optiplex 3020 Desktop Computer
4. Manufacturer ID #:	HSXQD32, BTXQD32, 4DMS832
4. Oracle Asset #:	123312, 123313, 123311
4. Condition of Assets:	Working
Transferring Department:	Constables 4
Transferring Department Contact Person:	Brian Olson
Transferring Department Contact Phone Number:	512-352-4181
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Brian Olson 4/21/2020 10:49 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	5/5/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|brian.olson@wilco.org - 20-04-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Vievu LE2 Wearable Camera
1. Manufacturer ID #:	LE2-903801, LE2-903802, LE2-903804, LE2-903807
1. Oracle Asset #:	86260, 86261, 86262, 86263
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	APPLE IPAD 32 GB WIFI W/ BLACK CASE
2. Manufacturer ID #:	DN6G27UEDFHY
2. Oracle Asset #:	56630
2. Condition of Assets:	Working
Transferring Department:	Constables 4
Transferring Department Contact Person:	Brian Olson
Transferring Department Contact Phone Number:	512-352-4181
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Brian Olson 4/20/2020 4:48 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/5/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|brian.olson@wilco.org - 21-04-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	DELL MONITOR
1. Manufacturer ID #:	S2440LB
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	DELL MONITOR
2. Manufacturer ID #:	U2412MB
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	DELL MONITOR
3. Manufacturer ID #:	P2414HB
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL MONITOR
4. Manufacturer ID #:	P2217H
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL MONITOR
5. Manufacturer ID #	P170ST
5. Condition of Assets	Working
Transferring Department:	Constables 4
Transferring Department Contact Person:	Brian Olson
Transferring Department Contact Phone Number:	512-352-4181
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Brian Olson 4/21/2020 11:12 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	5/5/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 02-04-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 780
1. Manufacturer ID #:	DB7JDP1
1. Oracle Asset #:	56007
1. Condition of Assets:	Unknown
Transferring Department:	Corrections
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Edward Williams 4/3/2020 11:16 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	5/5/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 09-04-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic Toughbook CF-53
1. Manufacturer ID #:	4FTYA12053
1. Oracle Asset #:	s/n not found
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Panasonic Toughbook CF-52
2. Manufacturer ID #:	9DTYA55629
2. Oracle Asset #:	s/n not found
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Panasonic Toughbook CF-48
3. Manufacturer ID #:	3BYUA17720
3. Oracle Asset #:	s/n not found
3. Condition of Assets:	Unknown
Transferring Department:	HazMat
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Hank Jones 4/9/2020 12:00 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/5/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 09-04-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	hp T7100 Plotter #1120
1. Manufacturer ID #:	MY0CK2900J
1. Oracle Asset #:	58102
1. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 4/9/2020 10:57 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	5/5/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 27-04-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Extron Wideband Matrix Switcher with ADSP CrossPoint 300 Switcher
1. Manufacturer ID #:	A03A0GCE18150
1. Oracle Asset #:	s/n not found in oracle
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Listen Stationary RF Transmitter LT-800-216
2. Manufacturer ID #:	C07A461001, C07A461004
2. Oracle Asset #:	s/n not found in oracle
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Linksys Switch Model: SD205
3. Manufacturer ID #:	GEB1048
3. Oracle Asset #:	s/n not found in oracle
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Crestron ComPort Module RS-232/422 Com
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	s/n not found in oracle
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Creston Multiple-Connector - C2N-HBlock
5. Manufacturer ID #	ID91123
5. Oracle Asset #	s/n not found in oracle
5. Condition of Assets	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone	512-943-1450

Asset Status Change

Asset Status Change

Number:	
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 4/27/2020 3:59 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	5/5/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 27-04-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Crestron 6.5" Touchpanel Model: TPS-3000
1. Manufacturer ID #:	2621206, 2621231
1. Oracle Asset #:	s/n not found in oracle
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Crestron Interface Module Model: TPS-IMPC
2. Manufacturer ID #:	6501269
2. Oracle Asset #:	s/n not found in oracle
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	DA-LIte Projection Screen 9ft. 6 in. Model: CMT/SD-07
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	s/n not found in oracle
3. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 4/27/2020 4:00 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	5/5/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 03-04-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic CF-31 #10560
1. Manufacturer ID #:	7LKKB32748
1. Oracle Asset #:	204722
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Panasonic CF31 #1129
2. Manufacturer ID #:	0LKYA38146
2. Oracle Asset #:	55954
2. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 4/3/2020 3:50 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/5/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 09-04-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Microsoft Surface - #4528
1. Manufacturer ID #:	020471752753
1. Oracle Asset #:	148367
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Microsoft Surface - #4323
2. Manufacturer ID #:	033231253353
2. Oracle Asset #:	155349
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude E5440 #9677
3. Manufacturer ID #:	6H76K32
3. Oracle Asset #:	116274
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude E5470
4. Manufacturer ID #:	7RKGL72
4. Oracle Asset #:	155359
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Latitude E6540 #4339
5. Manufacturer ID #	H72YM12
5. Oracle Asset #	114250
5. Condition of Assets	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 4/9/2020 10:18 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/5/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 27-04-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Nexia CS BiAmpSystem
1. Manufacturer ID #:	01135889, 01135955, 01135899
1. Oracle Asset #:	s/n's not found in oracle
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Furman SMP+Multi-Stage Protection PL-8 Series II
2. Manufacturer ID #:	011373036198
2. Oracle Asset #:	s/n not found in oracle
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Panasonic DLP Projector Model: PT-DZ57OU
3. Manufacturer ID #:	SH3426031
3. Oracle Asset #:	65968
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Extron Video Scan Converter Model: VXC700
4. Manufacturer ID #:	AD2612BE16344
4. Oracle Asset #:	s/n not found
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Crestron Audio-Visdeo Control Processor AV2
5. Manufacturer ID #	2552472
5. Oracle Asset #	s/n not found
5. Condition of Assets	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 4/27/2020 3:58 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	5/5/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|raven.mcguffin@wilco.org - 19-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	CREDIT CARD READER
2. Manufacturer ID #:	VERIPHONE 3750
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	AUTO FOLDER, MARTIN YALE
3. Manufacturer ID #:	PROP #2812
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	BROTHER LASER FAX
4. Manufacturer ID #:	4100 E
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	BROTHER LASER FAX
5. Manufacturer ID #	4100
5. Condition of Assets	Unknown
Transferring Department:	Justice of the Peace 1
Transferring Department Contact Person:	Geneva P. Salazar
Transferring Department Contact Phone Number:	5122448622
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Geneva P. Salazar 3/4/2020 10:29 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	5/5/2020

Asset Status Change

Commissioners Court - Regular Session **14.**

Meeting Date: 05/05/2020

V/E Assets for Auction 5.5.20

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 vehicle and equipment assets through Auction including one (1) Chevrolet Silverado and one (1) Chevrolet Tahoe, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Auction 5.5.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/29/2020 08:34 AM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 05:10 PM
Form Started By: Randy Barker		Started On: 04/29/2020 08:23 AM
Final Approval Date: 04/29/2020		

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GCRCREA6CZ217539
Equipment/Door Number	SB1226
License Plate	KLC0580
Year	2012
Make	Chevrolet
Model	Silverado
Comments (mileage, mechanical issues, other info)	121,533 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 4/27/2020 3:45 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/28/2020 7:33 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/28/2020 9:57 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/28/2020 11:42 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/28/2020 2:17 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E0XER214738
Equipment/Door Number	SB1441
License Plate	1183413
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	117,561 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 4/27/2020 3:47 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/28/2020 7:35 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/28/2020 12:55 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/28/2020 1:04 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/28/2020 2:14 PM

Commissioners Court - Regular Session **15.**

Meeting Date: 05/05/2020

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	04/30/2020 08:52 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 09:06 AM
Form Started By: Kayla Marek		Started On: 04/30/2020 08:23 AM
Final Approval Date: 04/30/2020		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Juvenile Grant	Facility Adminr GRANT.1021.001100.	12280	$67,657.46	$2,029.82	3.00	$69,687.28		MERIT	15-May-20
Juvenile Grant	Counselor II: Comm Grant.1664.001100.	14482	$49,772.32	$1,493.18	3.00	$51,265.50		MERIT	15-May-20
Emergency Management	Deputy Dir Emergency Mgmt.0776.001100.	15283	$78,454.48	$2,745.86	3.50	$81,200.34		MERIT	15-May-20
HazMat	Fire Marshal.0937.001100.	15178	$90,974.78	$4,548.70	5.00	$95,523.48		MERIT	15-May-20

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0576	001100	3,523.00	
01	0100	0576	001130		3,523.00
01	0100	0541	001100	2,745.86	
01	0100	0541	002010	210.06	
01	0100	0541	002020	398.97	
01	0100	0542	001100	4,548.70	
01	0100	0542	002010	347.98	
01	0100	0542	002020	660.93	
01	0100	8004	001130		7,294.56
01	0100	8004	002010		558.04
01	0100	8004	002020		1,059.90

Commissioners Court - Regular Session **16.**

Meeting Date: 05/05/2020

Justice of the Peace 4 March 2020 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, March 2020 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM MAR 2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 11:44 AM

Form Started By: Veronica Bolander Started On: 04/30/2020 11:30 AM

Final Approval Date: 04/30/2020

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of March 2020.

S Hackenberg

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

On this 23rd day of April 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS

VERONICA BOLANDER
My Notary ID # 2676312
Expires October 29, 2023

Veronica Bolander

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Transaction Date: **03/01/2020 - 03/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**24,827.93**	**24,827.93**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**24,827.93**	**24,827.93**
Tender Method Summary			
Tender Types	Cash	885.83	885.83
	Certified Payments Credit Card	6,578.85	6,578.85
	Check	2,874.60	2,874.60
	E-File Credit Card	9,706.00	9,706.00
	Money Order	2,370.90	2,370.90
	Over-the-counter Credit Card	2,411.75	2,411.75

Payment Report - G/L and Fund Summary

Transaction Date: **03/01/2020 - 03/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	479.15
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-9999999999999: PlaceHolder - Change ME (liabilities)	85.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-9999999999999: PlaceHolder - Change ME (liabilities)	5,391.34
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-9999999999999: PlaceHolder - Change ME (liabilities)	1,910.00
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-9999999999999: PlaceHolder - Change ME (liabilities)	2,700.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-9999999999999: PlaceHolder - Change ME (liabilities)	352.40
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	35.90
01-0100-0000-351304 - FINES, JP PCT-4	L-9999999999999: PlaceHolder - Change ME (liabilities)	4,977.92
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	980.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-001-9999999999999: Liability Place Holder	222.46
	0100 - General Fund Total:	**17,134.17**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-9999999999999: PlaceHolder - Change ME (liabilities)	55.41
	0361 - JP Security Fund Total:	**55.41**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	410.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	69.22
	0369 - JP-4 Truancy Program Fund Total:	**479.22**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-9999999999999: PlaceHolder - Change ME (liabilities)	55.39
	0372 - Justice Court Technology Fund Total:	**55.39**

Payment Report - G/L and Fund Summary

Transaction Date: **03/01/2020 - 03/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,960.00
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	27.70
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-9999999999999: PlaceHolder - Change ME (liabilities)	554.38
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	985.19
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-9999999999999: PlaceHolder - Change ME (liabilities)	55.40
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-9999999999999: PlaceHolder - Change ME (liabilities)	83.11
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-9999999999999: PlaceHolder - Change ME (liabilities)	80.23
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-9999999999999: PlaceHolder - Change ME (liabilities)	0.49
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	97.70
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	574.08
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-9999999999999: PlaceHolder - Change ME (liabilities)	27.72
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-9999999999999: PlaceHolder - Change ME (liabilities)	1,176.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-9999999999999: PlaceHolder - Change ME (liabilities)	1,418.82
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-9999999999999: PlaceHolder - Change ME (liabilities)	62.92
	0399 - State Agency Fund Total:	**7,103.74**
	Fee Totals for All Funds:	**24,827.93**

Payment Report - Fee Code Summary

Transaction Date: **03/01/2020 - 03/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	35.00	7	0.00	0	0.00	0	35.00	7
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	35.00	7	0.00	0	0.00	0	35.00	7
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	985.19	18	0.00	0	0.00	0	985.19	18
2020CDF	Compliance Dismissal Fine	10.00	1	0.00	0	0.00	0	10.00	1
2020COM	Commitment Fee	5.00	1	0.00	0	0.00	0	5.00	1
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	40.00	4	0.00	0	0.00	0	40.00	4
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	222.46	18	0.00	0	0.00	0	222.46	18
2020LTF	Local Traffic Fine (TC 542.403)	27.78	10	0.00	0	0.00	0	27.78	10
2020REL	Release Fee	5.00	1	0.00	0	0.00	0	5.00	1
2020STF	State Traffic Fine (TC 542.4031)	462.93	10	0.00	0	0.00	0	462.93	10
2020TPF	Time Payment Fee CCP 102.030	35.00	3	0.00	0	0.00	0	35.00	3
AB	Abstract	15.00	3	0.00	0	0.00	0	15.00	3
AFDPS	Arrest Fee - DPS (CCP 102.011)	40.23	12	0.00	0	0.00	0	40.23	12
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	20.90	7	0.00	0	0.00	0	20.90	7
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	554.38	22	0.00	0	0.00	0	554.38	22
CERT	Certified Copy	31.50	8	0.00	0	0.00	0	31.50	8
CFINE	County Fine	4,727.92	55	0.00	0	0.00	0	4,727.92	55
CHS	Courthouse Security Fee (CCP 102.017)	41.55	22	0.00	0	0.00	0	41.55	22
CHSJC	JP Security Fee (CCP 102.017)	13.86	22	0.00	0	0.00	0	13.86	22
CJS	Criminal Judicial Support Fee (LGC 103.105)	63.28	18	0.00	0	0.00	0	63.28	18
COLLFEE	Collection Agency Fee	479.15	7	0.00	0	0.00	0	479.15	7
COMM	Commitment - JP4 eDoc Conversion	3.09	2	0.00	0	0.00	0	3.09	2
CONT1	Constable Service Fee Pct #1	1,610.00	19	0.00	0	0.00	0	1,610.00	19
CONT4	Constable Service Fee Pct #4	2,100.00	18	0.00	0	0.00	0	2,100.00	18
CSFF	Child Safety Fee (CCP 102.014(d))	33.54	3	0.00	0	0.00	0	33.54	3
DDF	Deferred Disposition Fee	200.00	3	0.00	0	0.00	0	200.00	3
EFF	Electronic Filing Fee	1,960.00	190	0.00	0	0.00	0	1,960.00	190
IDF	Indigent Defense Fee (LGC 133.107)	27.72	22	0.00	0	0.00	0	27.72	22
ISF	Indigent Legal Services Fee	1,176.00	190	0.00	0	0.00	0	1,176.00	190

Payment Report - Fee Code Summary

Transaction Date: **03/01/2020 - 03/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
JCF	Civil Filing Fee	4,825.00	187	0.00	0	0.00	0	4,825.00	187
JCTF	Judicial/Court Training Fee Due to State	980.00	190	0.00	0	0.00	0	980.00	190
JCTF	Justice Court Technology Fee (CCP 102.0173)	55.39	22	0.00	0	0.00	0	55.39	22
JFR	Jury Reimbursement Fee (CCP 102.0045)	55.40	22	0.00	0	0.00	0	55.40	22
JTP	Juvenile Truancy Program (CCP 102.0174)	69.22	22	0.00	0	0.00	0	69.22	22
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	3.31	4	0.00	0	0.00	0	3.31	4
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	3.31	4	0.00	0	0.00	0	3.31	4
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.98	4	0.00	0	0.00	0	1.98	4
JUSFS	Judicial Support Fund - State (LGC 133.105)	17.85	4	0.00	0	0.00	0	17.85	4
MVF	Moving Violation Fee (CCP 102.022)	0.49	8	0.00	0	0.00	0	0.49	8
REL	Release - JP4 eDoc Conversion	3.09	2	0.00	0	0.00	0	3.09	2
SCFF	Small Claims Filing Fee	75.00	3	0.00	0	0.00	0	75.00	3
SFC4	Service/Arrest Fee - Const. 4	10.56	3	0.00	0	0.00	0	10.56	3
SFMCWV	State Fine - Motor Carrier Weight Violation	1,418.82	4	0.00	0	0.00	0	1,418.82	4
STF	State Traffic Fee (TC 542.4031)	97.70	5	0.00	0	0.00	0	97.70	5
STFS	State Traffic Fine Due To State (HB2048)	111.15	4	0.00	0	0.00	0	111.15	4
TCC	Truancy Court Cost (HB2398)	410.00	10	0.00	0	0.00	0	410.00	10
TCCF	Truant Conduct Contempt Fine - Child	250.00	3	0.00	0	0.00	0	250.00	3
TFC	Traffic	16.44	9	0.00	0	0.00	0	16.44	9
TP	Time Payment Fee	58.40	5	0.00	0	0.00	0	58.40	5
TPC	Time Payment Fee - County	0.90	1	0.00	0	0.00	0	0.90	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	21.08	18	0.00	0	0.00	0	21.08	18
TPS	Time Payment Fee - State	4.52	1	0.00	0	0.00	0	4.52	1
TPWF	Texas P&W Fine	85.00	1	0.00	0	0.00	0	85.00	1
WARC4	Warrant Fee - Constable Pct. 4	341.84	10	0.00	0	0.00	0	341.84	10
WGAR	Writ of Garnishment	15.00	3	0.00	0	0.00	0	15.00	3
WPOSS	Writ of Possession	30.00	6	0.00	0	0.00	0	30.00	6
WSF1	JP1 - Writ Service Fee	300.00	2	0.00	0	0.00	0	300.00	2
WSF4	JP4 - Writ Service Fee	600.00	4	0.00	0	0.00	0	600.00	4

Payment Report - Fee Code Summary

Transaction Date: **03/01/2020 - 03/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	24,827.93	1,265	0.00	0	0.00	0	24,827.93	1,265

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 03/01/2020-03/31/2020

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$222.46	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$77.86		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.00000%
Local Truancy Prevention & Diversion Fund Fee	$79.45		01.0373.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.71429%
Justice Court Technology Fund	$63.56		01.0372.0000.341144	Justice Court Technology Fund	28.57143%
County Jury Fund Fee	$1.59		01.0100.0000.342853	County Jury Fund Fee	0.71429%
Percentage Distribution Total:	$222.46	$222.46			100.00000%
Collected	$222.46				

Commissioners Court - Regular Session **17.**

Meeting Date: 05/05/2020

County Attorney March 2020 Monthly Report

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 to approve the County Attorney March 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March 2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/20/2020 01:57 PM
Form Started By: Stephanie Lloyd		Started On: 04/17/2020 04:43 PM
Final Approval Date: 04/20/2020		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of March, 2020.

DEE HOBBS
COUNTY ATTORNEY

On this 17th day of April, 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC
In and for the State of Texas

STEPHANIE J LLOYD
My Notary ID # 124247546
Expires December 6, 2022

CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY 1	06-Mar-2020	28574	REC#2019-4309, 2019-2084	$ 120.00
			16-Mar-2020	28607	REC#2018-6977	$ 275.00
			24-Mar-2020	28636	REC#2019-3825, 2019-4231, 2019-4787	$ 620.00
			27-Mar-2020	28646	REC#2019-4246	$ 60.00
		CO ATTY 2	06-Mar-2020	28574	REC#2019-2796, 2020-0436, 2019-4320	$ 370.00
			16-Mar-2020	28607	REC#2018-6723, 2019-3966, 2019-4105, 2019-4295, 2019-4662, 2019-4987, 2019-5688	$ 420.00
			27-Mar-2020	28646	REC#2019-4892	$ 60.00
207015 Total						**$ 1,925.00**
341300	0406	CO ATTY HC	11-Mar-2020	28591	CHEKC FEE- FEBRUARY 2020	$ 388.02
341300 Total						**$ 388.02**
351000	0364	CO ATTY INTERVENTION	02-Mar-2020	28547	REC#2018-6915, 2019-4450, 2019-3625, 2019-0031, 2019-5792	$ 2,360.00
			05-Mar-2020	28569	REC#2018-6847, 2018-7005, 2019-2079, 2019-2150, 2019-3354, 2019-3477, 2019-3921, 2019-4309, 2019-4320	$ 3,800.00
			09-Mar-2020	28577	2019-2084 2019-2214 2019-2688 2019-2771 2019-2796 2019-2968 2019-4749 2019-5894	$ 3,720.00
			12-Mar-2020	28596	REC#2018-6087, 2018-7054, 2019-2188, 2019-2230, 2019-4105, 2019-4295, 2019-4987	$ 3,220.00
			16-Mar-2020	28607	REC#2018-6723, 2019-1807, 2019-2111, 2019-2541, 2019-3824, 2019-3966, 2019-4662, 2019-5688	$ 3,720.00
			19-Mar-2020	28625	REC#2019-1030, 2019-3825, 2019-4231, 2019-4787, 2019-5601	$ 2,220.00
			24-Mar-2020	28636	REC#2019-3406, 2019-4788, 2019-5124, 2019-5491, 2019-6173	$ 2,360.00
			27-Mar-2020	28646	REC#2019-4246, 2019-4892, 2019-6552	$ 1,500.00
351000 Total						**$ 22,900.00**
352200	0100	CO ATTY	04-Mar-2020	28560	CAUSE#19-1930-CC1	$ 75.00
					CAUSE#19-2132-CC1	$ 1,200.00
			17-Mar-2020	28612	CAUSE#19-2207-CC3	$ 350.00
		CO ATTY 2	09-Mar-2020	28577	19-2083-CC3 ESPINOZA, ALEJANDRO	$ 8,000.00
			24-Mar-2020	28636	CAUSE#19-2362-CC2	$ 150.00
		CO ATTY 3	06-Mar-2020	28574	CAUSE# 19-1076-CC2	$ 678.00
					CAUSE# 19-1078-CC2	$ 203.00
					CAUSE# 19-1179-CC2	$ 1,178.00
					CAUSE# 19-1298-CC3	$ 440.50
					CAUSE# 19-1384-CC1	$ 203.00
					CAUSE# 19-1463-CC2	$ 1,678.00
					CAUSE# 19-1508-CC1	$ 678.00
			27-Mar-2020	28646	CAUSE#19-2366-CC2	$ 800.00
352200 Total						**$ 15,633.50**
365100	0100	CO ATTY 1	09-Mar-2020	28577	2019-0963 2019-2214	$ 600.00
365100 Total						**$ 600.00**
370500	0406	CO ATTY HC	11-Mar-2020	28591	OVERPAYMENTS	$ 3.12

CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
370500 Total						**$ 3.12**
Grand Total						**$ 41,449.64**

March 2020 Criminal Restitution

3/4/2020	Cole Goldman	60.00	19-02152-1	3/5/2020
3/4/2020	Ross Rocha	60.00	19-02933-1	3/5/2020
3/4/2020	Jessica Miledge	250.00	20-00582-2	3/5/2020
3/3/2020	Christopher Holland	60.00	19-04376-2	3/5/2020
3/3/2020	Peyton Brewer	60.00	19-04461-2	03/05/200
		490.00		
3/11/2020	Patrick Rainwater	60.00	19-00167-3	3/12/2020
3/11/2020	Chelsea Healy	60.00	19-04099-1	3/12/2020
3/11/2020	Jose Calvo	60.00	19-04716-2	3/12/2020
3/11/2020	Henry Escobar	60.00	19-06097-3	3/12/2020
3/10/2020	Christian Fain	60.00	19-04502-2	3/12/2020
3/10/2020	Dayne Choate	60.00	19-05059-1	3/12/2020
3/10/2020	Michelle Liner	275.00	19-00454-3	3/12/2020
3/10/2020	Shannon Rogers	60.00	19-04417-3	3/12/2020
		695.00		
3/17/2020	Marlen Funez-Funez	60.00	19-04255-1	3/19/2020
3/17/2020	Erick Rodriguez	500.00	19-04583-3	3/19/2020
3/17/2020	Abdon Arredondo	60.00	19-04738-2	3/19/2020
		620.00		
3/24/2020	Alejandra Guerrero	60.00	19-04306-1	3/25/2020
3/24/2020	Scott McCready	60.00	19-05008-1	3/25/2020
		120.00		

Check Stub Detail

County Attorney

Pay To **H.E.B. CHECK SERVICES**

Date **03/06/2020**

Printed **03/06/2020**

Number **53157**

Total **2,447.27**

Check ID #	Defendant Name	Check Date	Check #	Case Data	Check Amt	Amount
14-01530	Greene, Naquindra	8/6/2014	106		79.95	**109.95**
	Restitution					79.95
	Merchant Fee					30.00
18-00246	Hullum, Tammie M	6/15/2018	819		483.03	**363.03**
	Restitution					363.03
19-00076	Dabbs, Betsy A	11/6/2018	1270		200.00	**15.00**
	Restitution					15.00
19-00175	Clark, Sarah	2/2/2019	311		677.55	**450.00**
	Restitution					420.00
	Merchant Fee					30.00
19-00261	Estes, Ursula A	5/9/2019	151		35.49	**65.49**
	Restitution					35.49
	Merchant Fee					30.00
19-00282	Grant, Rose M	6/10/2019	110		103.70	**50.00**
	Restitution					50.00
19-00341	GALINDO, ERNESTO	8/10/2019	901		182.00	**81.69**
	Restitution					51.69
	Merchant Fee					30.00
19-00376	Schiller, Stacy	8/29/2019	1356		175.00	**35.00**
	Restitution					5.00
	Merchant Fee					30.00
19-00390	Hage, Janet E	10/1/2019	204		76.52	**49.57**
	Restitution					49.57

Check Stub Detail

County Attorney

19-00391	Hage, Janet E	10/1/2019	205	68.61	**98.61**
	Restitution				68.61
	Merchant Fee				30.00
19-00396	Sanchez, Jessica	10/4/2019	0901	100.00	**43.00**
	Restitution				43.00
20-00007	Estabrook, Renee	10/21/2019	0093	200.00	**100.00**
	Restitution				90.00
	Merchant Fee				10.00
20-00009	Sanchez, Jessica	10/18/2019	0906	82.00	**112.00**
	Restitution				82.00
	Merchant Fee				30.00
20-00014	Requejo, Bernice M.	11/15/2019	5113	202.00	**232.00**
	Restitution				202.00
	Merchant Fee				30.00
20-00026	Dabbs, Betsy A	12/1/2019	3333	200.00	**230.00**
	Restitution				200.00
	Merchant Fee				30.00
20-00027	Glaser, Shanna Lynn	11/16/2019	214	131.72	**161.72**
	Restitution				131.72
	Merchant Fee				30.00
20-00028	Glass, Charlene	11/15/2019	3698	124.00	**154.00**
	Restitution				124.00
	Merchant Fee				30.00
20-00039	Clark, Karen E	12/1/2019	1118	66.21	**96.21**
	Restitution				66.21
	Merchant Fee				30.00

Check Stub Detail

County Attorney

Pay To **Williamson County Treasurer - HC**

Date **03/06/2020**

Printed **03/06/2020**

Number **53158**

Total **391.14**

Check ID #	Defendant Name	Check Date	Check #	Case Data	Check Amt	Amount
14-01530	Greene, Naquindra	8/6/2014	106		79.95	**15.00**
	Check Fee					15.00
17-00184	Malach, Scott A	2/23/2017	1008		543.38	**27.55**
	Check Fee					27.55
17-00336	Macias, Stephanie	4/24/2017	173		296.09	**30.00**
	Check Fee					30.00
19-00255	TREVINO, FELIBERTO	5/24/2019	1003		107.16	**30.00**
	Check Fee					30.00
19-00261	Estes, Ursula A	5/9/2019	151		35.49	**15.00**
	Check Fee					15.00
19-00341	GALINDO, ERNESTO	8/10/2019	901		182.00	**18.31**
	Check Fee					18.31
19-00353	Chavez-Loredo, Jose G	8/31/2019	210		1,169.19	**75.00**
	Check Fee					75.00
19-00376	Schiller, Stacy	8/29/2019	1356		175.00	**15.00**
	Check Fee					15.00
19-00391	Hage, Janet E	10/1/2019	205		68.61	**15.00**
	Check Fee					15.00
20-00009	Sanchez, Jessica	10/18/2019	0906		82.00	**15.00**
	Check Fee					15.00
20-00014	Requejo, Bernice M.	11/15/2019	5113		202.00	**30.00**

Check Stub Detail

County Attorney

	Check Fee				30.00
20-00026	Dabbs, Betsy A	12/1/2019	3333	200.00	**30.00**
	Check Fee				30.00
20-00027	Glaser, Shanna Lynn	11/16/2019	214	131.72	**30.28**
	Check Fee				30.00
	Overpayment (Retained by County)				0.28
20-00028	Glass, Charlene	11/15/2019	3698	124.00	**30.00**
	Check Fee				30.00
20-00039	Clark, Karen E	12/1/2019	1118	66.21	**15.00**
	Check Fee				15.00

March 2020 PTI

3/3/2020	Erica Glisson	500.00	2019-3354	3/4/2020
3/3/2020	Daemon Torres	360.00	2019-3477	3/4/2020
3/3/2020	Peyton Brewer	360.00	2019-4309	3/4/2020
3/3/2020	Juan Millan Gonzales	500.00	2019-3921	3/4/2020
3/3/2020	Anakaren Espinoza	500.00	2018-7005	3/4/2020
3/3/2020	Christopher Holland	360.00	2019-4320	3/4/2020
3/3/2020	Darla Flores	500.00	2019-2079	3/4/2020
3/3/2020	Kade Cameron	360.00	2019-2150	3/4/2020
3/3/2020	Traci Barrow	360.00	2018-6847	3/4/2020
		3,800.00		
3/4/2020	Rohit Rac	360.00	2019-2688	3/6/2020
3/4/2020	Shawna Lopez	500.00	2019-5894	3/6/2020
3/4/2020	H. Ross Rocha	500.00	2019-2796	3/6/2020
3/4/2020	Dennis Engelmann	500.00	2019-4749	3/6/2020
3/4/2020	Cole Goldman	500.00	2019-2084	3/6/2020
3/4/2020	Joshua Cruz Fundora	360.00	2019-2968	3/6/2020
3/5/2020	Dateriun Gamble	500.00	2019-2771	3/6/2020
3/4/2020	Ian Blake	500.00	2019-2214	3/6/2020
		3,720.00		
3/10/2020	Stephen Yosko	360.00	2019-2230	3/11/2020
3/10/2020	Dayne Choate	500.00	2019-4987	3/11/2020
3/10/2020	Shannon Rogers	500.00	2019-4295	3/11/2020
3/10/2020	Christian Fain	500.00	2019-4105	3/11/2020
3/10/2020	Joseph Embry	500.00	2019-2188	3/11/2020
3/10/2020	Ember Tucker	500.00	2018-7054	3/11/2020
3/10/2020	Alexander Agosto	360.00	2018-6087	3/11/2020
		3,220.00		
3/12/2020	Stephanie Gusman	500.00	2019-2541	3/13/2020
3/11/2020	Chelsea Healy	500.00	2019-3966	3/13/2020
3/11/2020	Isaac Monsevails	500.00	2019-1807	3/13/2020
3/11/2020	Jose Calvo	500.00	2019-4662	3/13/2020
3/11/2020	Patrick Rainwater	500.00	2018-6723	3/13/2020
3/11/2020	Henry Escobar	500.00	2019-5688	3/13/2020
3/11/2020	Qing Fraizer	360.00	2019-2111	3/13/2020
3/11/2020	Yu Yan Liao	360.00	2019-3842	3/13/2020
		3,720.00		
3/17/2020	Daekarris Culberson	500.00	2019-1030	3/18/2020
3/17/2020	Erick Rodriguez	360.00	2019-3825	3/18/2020
3/17/2020	Marlen Funez Funez	500.00	2019-4231	3/18/2020
3/17/2020	Daniel Holcomb	500.00	2019-5601	3/17/2020
3/17/2020	Abdon Arredondo	360.00	2019-4787	3/17/2020
		2,220.00		
3/18/2020	Jose Sorto-Cortez	360.00	2019-3406	3/20/2020
3/18/2020	Marshall Towel	500.00	2019-5491	3/20/2020
3/18/2020	Jonathan Salisbury	500.00	2019-5124	3/20/2020
3/18/2020	Jil Cummings	500.00	2019-6173	3/20/2020
3/18/2020	John Beier	500.00	2019-4788	3/20/2020
		2,360.00		
3/24/2020	Alejandra Guerrero	500.00	2019-4246	3/25/2020
3/24/2020	Scott McCready	500.00	2019-4892	3/25/2020
3/24/2020	Luke Cline	500.00	2019-6552	3/25/2020
		1,500.00		
3/25/2020	Jeremy Caldwel	500.00	2019-3335	3/27/2020
		500.00		

March 2020 PTI Court Appointed Atty

3/4/2020	Ian Blake	300.00	2019-2214	3/6/2020
3/4/2020	Marina Rosales	300.00	2019-0963	3/6/2020

Commissioners Court - Regular Session **18.**

Meeting Date: 05/05/2020

CapMetro Board Appointment

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointment of Eric N. Stratton to the CapMetro Board of Directors for a three-year term beginning July 1, 2020, and ending on June 30, 2023.

Background

Eric serves as the Secretary for the CapMetro Board. He is a communications and policy consultant. Stratton is a strategic planner, policy advisor and a registered nurse. His early career was spent working various congressional and state legislative races and then for the National Rural Electric Cooperative Association in Washington, D.C., for which he educated congress and association members on energy and environmental policy issues.

After a life-altering event involving the health of his daughter, Stratton was led to pursue a career in healthcare, became a registered nurse and obtained his Master of Science in nursing from UT Austin, specializing in pediatrics and teaching. He later returned to public policy as chief of staff for a state representative and helped organize and execute the first Autism Awareness Day at the Texas Capitol.

Most recently, Stratton spent 5 years with the Texas Health and Human Services Commission, serving as a policy analyst for the senior advisor to the executive commissioner and a clinical policy advisor for Medicaid. There he helped design, procure and implement STAR Kids, the legislatively mandated Medicaid managed care system for children with special healthcare needs. Stratton also provided clinical and policy oversight for the transition of programs from the Department of Assistive and Rehabilitative Services (DARS) to HHSC and the Texas Workforce Commission.

Currently, Stratton and his wife, Jennifer, provide strategic planning, policy and communications consulting services through their business, Stratton Strategies. They live in the Williamson County part of Austin with their two children.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date

County Judge Exec Asst.	Andrea Schiele	04/29/2020 04:58 PM

Form Started By: Kathy Pierce Started On: 04/29/2020 12:18 PM
Final Approval Date: 04/29/2020

Commissioners Court - Regular Session **19.**

Meeting Date: 05/05/2020

Texas Bar Foundation Grant

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting Texas Bar Foundation grant in the amount of $15,000 to support Judge Larson's Family Reunification program.

Background

Application for this grant was approved by Commissioners Court on January 7, 2020. The background for the application request that was provided is below:
The Texas Bar Foundation solicits charitable contributions and provides funding to enhance the rule of law and the system of justice in Texas, especially for programs that relate to the administration of justice; ethics in the legal profession; legal assistance for the needy; the encouragement of legal research, publications and forums; and the education of the public. A Texas Bar Foundation employee asked Williamson County to apply for funding, after hearing Judge Larson's presentation at Commissioners Court on the new Family Reunification Program to improve outcomes in the CPS cases. The grant funding will help provide attorneys to children and families involved in the CPS system.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/29/2020 04:59 PM
Form Started By: Kathy Pierce		Started On: 04/29/2020 10:46 AM
Final Approval Date: 04/29/2020		

Commissioners Court - Regular Session **20.**

Meeting Date: 05/05/2020

acknowledgement of WCCF board appointments

Submitted For: Gary Boyd **Submitted By:** Gary Boyd, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Acknowledge and consent to appointments to the Williamson County Conservation Foundation Board of Directors for the terms ending April 2022 and recognize the election of officers for the term ending April 2021.

Background

At its April 22, 2020 Annual Meeting the Williamson County Conservation Foundation (WCCF) board consented to seat the following individuals for board membership for two year terms (ending approximately April 27, 2022): Brent Baker - 2 year term; Paul Barron - 2 year term; John Copelan - 2 year term; Lyle Grimes - 2 year term. (All are currently on the WCCF Board.)

Also, election of officers was held for position terms ending April 2021:Valerie Covey - President; Cynthia Long - Vice-president; Gary Boyd - Secretary/Treasurer (non-voting position).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/22/2020 11:32 AM
Form Started By: Gary Boyd		Started On: 04/22/2020 10:55 AM
Final Approval Date: 04/22/2020		

Commissioners Court - Regular Session **21.**

Meeting Date: 05/05/2020

Authorize issuing RFP 4760 Williamson County Emergency Communications - Review of the Organizational Culture

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Williamson County Emergency Communications - Review of the Organizational Culture under RFP #4760.

Background

Williamson County seeks to improve the organizational culture within the Williamson County Emergency Communications (WCEC) and develop a plan of action to create a positive work environment of strong human relationships that enhances the mission of the organization. Point of contact is Chris Connealy. Estimated Amount of $15,000.00 Funding Source 01 0100 0581 004100 for FY 2020

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/30/2020 08:35 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:10 AM
Form Started By: Johnny Grimaldo		Started On: 04/29/2020 04:43 PM
Final Approval Date: 04/30/2020		

Commissioners Court - Regular Session **22.**

Meeting Date: 05/05/2020

Bettelle Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the personal protective equipment (PPE) decontamination service agreement between Williamson County and Battelle Memorial Institute.

Background

This agreement will allow Williamson County EMS to utilize Battelle's Critical Care Decontamination System to decontaminate N95 masks. Battelle was awarded a contract by the Defense Logistics Agency (DLA) on behalf of the U.S Department of Health and Human Services (HHS) and the Federal Emergency Management Agency (FEMA) to provide N95 decontamination at no charge to health care providers as defined in the Emergency Use Authorization. If needed, Williamson County would be responsible for shipping the N95 masks to Battelle. Service agreement has been reviewed by Williamson County legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Battelle Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/24/2020 09:20 AM
County Judge Exec Asst.	Andrea Schiele	04/24/2020 09:35 AM
Form Started By: Michael Knipstein		Started On: 04/24/2020 08:09 AM
Final Approval Date: 04/24/2020		

PERSONAL PROTECTIVE EQUIPMENT (PPE) DECONTAMINATION SERVICES AGREEMENT

WHEREAS, on March 12, 2020, the World Health Organization declared COVID-19 a pandemic. On March 13, 2020, the President of the United States declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak;

WHEREAS, the Food and Drug Administration on March 29th, 2020 issued an Emergency Use Agreement ("EUA") authorizing Battelle Memorial Institute to operate the Battelle Critical Care Decontamination System (CCDS)™ for use in decontaminating compatible N95 or N95-equivalent respirators ("compatible N95 respirators") for reuse by healthcare personnel (HCP)[1] to prevent exposure to pathogenic biological airborne particulates when there are insufficient supplies of Filtering Facepiece Respirators (FFR) during the COVID-19 pandemic;

WHEREAS, on April 10th, 2020 the Defense Logistics Agency, under authority of 10 U.S.C. 2304(c)(2), FAR Part 6.302-2, issued a contract to Battelle Memorial Institute to operate the CCDS™, in accordance with conditions of the EUA, to decontaminate compatible N95 respirators at site locations throughout the United States as directed by the U.S. Government (the "DLA Contract"). Under this program, qualifying customers can submit qualifying PPE to be decontaminated at a Battelle approved facility without cost to the customer;

WHEREAS, Client and Battelle acknowledge and understand that the provision of these services is intended to be within the scope of the Public Readiness and Emergency Preparedness Act ("PREP Act") and the PREP Act COVID-19 declaration by the U.S. Department of Health and Human Services, effective as of February 4, 2020;

WHEREAS, the EUA directs and requires Battelle to enter into agreements with customers requesting decontamination of compatible N95 respirators prior to providing such services to the facility; and

THEREFORE, now comes Battelle and Williamson County (and at Client's option, its affiliates and/or subsidiaries) ("Client"), referred to herein individually as a "Party" and collectively as the "Parties", to set forth the terms and conditions under which a customer can elect to participate in this program.

1. DURATION OF AGREEMENT

This Agreement shall begin upon execution and last indefinitely until any one of the following occurrences:

a) The Client notifies Battelle in writing that it no longer wishes to participate in the program;
b) The DLA Contract under which this program operates expires or is terminated by the US Government;
c) The US Government directs Battelle to no longer operate at the site location used by Client and an alternate location is not available;
d) The EUA is revoked by the FDA pursuant to Section 564(b)(2) of the Federal Food, Drug, and Cosmetic Act;
e) The participating healthcare facility violates the terms and conditions of this agreement, or any applicable US law or regulation governing this program, or whose status changes so that it no longer qualifies as an eligible healthcare facility; or
f) Funding of the program is exhausted and is not available to continue processing N95 respirators.

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[1] Healthcare personnel ("HCP") refers to all paid and unpaid persons serving in healthcare settings who have the potential for direct or indirect exposure to patients or infectious materials, including body substances (e.g., blood, tissue, and specific body fluids); contaminated medical supplies, devices, and equipment; contaminated environmental surfaces; or contaminated air. These HCP include, but are not limited to, emergency medical service personnel, nurses, nursing assistants, physicians, technicians, therapists, phlebotomists, pharmacists, dentists and dental hygienists, students and trainees, contractual staff not employed by the healthcare facility, and persons not directly involved in patient care, but who could be exposed to infectious agents that can be transmitted in the healthcare setting (e.g., clerical, dietary, environmental services, laundry, security, engineering and facilities management, administrative, billing, and volunteer personnel.

g) Battelle may terminate this agreement at its convenience for any reason.
h) Battelle is unable to continue to process PPE for decontamination due to a force majeure event as described in Section 10 below.

Battelle will notify Client upon occurrence of any of the preceding events as soon as practical. In no event will Battelle be responsible to process PPE submitted by Client after occurrence of any of the preceding events regardless of Client's expectations or reliance on the program. Battelle will not be liable for any costs of substitute decontamination services sought by Client subsequent to the end of this program.

2. SERVICES PROVIDED

Battelle will provide decontamination services to Client for hospital Personal Protective Equipment (PPE), limited to the PPE approved by the FDA as set forth in EUA for decontamination processing. Battelle will receive and store contaminated PPE prior to decontamination. Battelle will decontaminate and repackage PPE. Battelle will deliver a chain of custody form (or equivalent) indicating conditions of the decontamination implementation process in addition to chemical indicators which will be used to qualify each decontamination cycle will be provided for each decontamination cycle performed for all PPE upon retrieval. Battelle will comply with the terms and conditions of the EUA. If Client wishes to have Battelle assist in the transportation of PPE to and from Client, Client can request such assistance. In response, and at Battelle's sole discretion, Battelle may provide a subcontractor to coordinate transportation of PPE to and from the Battelle approved decontamination facility to Client location. These services will be provided to the Client at no cost.

3. CLIENT'S RESPONSIBILITIES

a. Client will be responsible for preparing PPE for transportation in the manner described in the instructions provided to Client

b. Client shall make available to HCP who are or may be using the decontaminated respirators the authorized Fact Sheet for Healthcare Personnel that is required to be provided by Battelle.

c. Client shall monitor HCP who use such respirators for the signs and symptoms of potential infection with SARS-CoV-2 or other respiratory infection and promptly report such information to Battelle, so that Battelle can provide a weekly report to FDA. Reports of adverse health indications should be reported up to and including 14 days after the last contact with suspected SARS-CoV-2 virus.

d. Client shall inspect the decontaminated respirators upon receipt from Battelle. Any discoloration or other signs of degradation with a decontaminated respirator should promptly be reported to Battelle, and the healthcare facility should dispose of such respirator.

e. The maximum number of times a N95 respirator can undergo the decontamination cycle is twenty (20) and the Client shall not submit N95 respirators that have reached this limit for decontamination.

f. Client shall provide Battelle with a complete list of all subsidiaries and/or affiliates who utilize Services provided for in this Agreement. Client is responsible for obtaining a three-digit site code for each Client location that will be utilizing the Services provided for in this Agreement.

g. Client shall make the literature listed in Section 4 below available to all subsidiaries and/or affiliates who utilize the Services provided for in this Agreement.

h. Client shall certify that the personnel benefiting from the use of the Services herein are Healthcare Personnel as provided for in the EUA.

4. RECEIPT OF LITERATURE

Client acknowledges that it has received the following literature from Battelle related to this program.

- Instructions for Healthcare Personnel: Preparation of Compatible N95 Respirators for Decontamination by the Battelle Memorial Institute Using the Battelle Decontamination System ("Instructions for Healthcare Personnel");

- Instructions for Healthcare Facilities: Preparation and Collection of Compatible N95 Respirators for Decontamination by the Battelle Memorial Institute Using the Battelle Decontamination System ("Instructions for Healthcare Facilities"); and

- Labeling and instructions for use developed by Battelle that include the Fact Sheet, Instructions for Healthcare Personnel, and Instructions for Healthcare Facilities.

5. WARRANTY AND LIMITATION OF LIABILITY

ALL SERVICES ARE PROVIDED TO CLIENT AS-IS. BATTELLE MAKES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR FOR ANY PARTICULAR RESULT.

Notwithstanding any other provision of this Agreement to the contrary, in no event shall either Party be liable to the other for any indirect, incidental, special, punitive, or consequential damages, arising from or in connection with this Agreement and regardless of the cause of action or theory of law asserted.

In no event shall Battelle's maximum cumulative liability, regardless of the cause of action or theories of law asserted, exceed the total amount paid by Client to Battelle under this Agreement.

6. If Client is prohibited by law from indemnifying Battelle against third-party claims, then Section 6.A. will apply. If Section 6.A. does not apply, then Section 6.B. shall apply.

A. LIABILITIES

Each Party agrees to be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction.

B. INDEMNIFICATION

Client agrees to indemnify, defend, and hold Battelle, its affiliates, and their respective directors, officers, employees, consultants, and agents harmless from any and all liabilities, demands, damages, costs and expenses (including reasonable attorneys' fees and court costs) arising from any third-party suits or claims to the extent based upon or resulting from Client's use of Battelle's services provided pursuant to this Agreement. Notwithstanding the foregoing, Battelle shall not be entitled to indemnification protection for claims related to its willful misconduct or gross negligence.

7. COMPLIANCE WITH LAWS

The Parties agree to comply with all laws and regulations applicable to the performance of their respective obligations under this Agreement, including those related to export control, and neither Party shall export nor re-export any tangible goods, service or information related to this Agreement without first obtaining any required export licenses or other governmental approvals, if required by law. Each Party is responsible for its own compliance with this provision.

8. NON-ENDORSEMENT AND USE OF NAME

Client agrees that it will not use or imply Battelle's name or marks, or use Battelle's reports, for advertising, promotional purposes, raising of capital, recommending investments, or in any way that implies endorsement by Battelle without Battelle's prior written approval.

9. FORCE MAJEURE

Neither Client nor Battelle shall be liable for any expenses, losses or damages (except payment of monetary obligations) resulting from delay or failure to perform caused by acts beyond the control of the Party delayed or unable to perform including, without limitation, acts or failure to act of government, war, acts of terror, civil unrest, extreme weather conditions, and pandemics (a "Force Majeure Event"). In the event of any delay or failure to perform occasioned by the foregoing, the time for performance will be extended by a period of time equal to the time lost by reason of such delay or failure to perform and any other affected provision(s) of the Agreement including, without limitation, price, shall be equitably adjusted provided that the Party delayed or unable to perform provided the other Party with written notice of the occurrence and impact of the Force Majeure Event.

10. MISCELLANEOUS

Each Party is, at all times, acting as an independent contractor under this Agreement and not as an agent, employee, joint venturer or partner of the other.

This Agreement may not be assigned in whole or in part without the prior written consent of both Parties, which shall not be unreasonably withheld or delayed. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the successors and permitted assigns of each Party.

Battelle makes no commitments with regards the time necessary to complete the decontamination process once PPE is received from the Client. Processing time will be dependent on the amount of PPE received from numerous health care providers.

The failure by one Party to require performance of any provision or to exercise any right, remedy or option available under this Agreement shall not affect that Party's right to require performance or to exercise such right, remedy or option at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

If any part of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other part of this Agreement.

This Agreement may be modified or amended only by mutual agreement in writing. Battelle may require additional conditions of participation at any time in order for client to continue participation. No course of dealing, usage of trade, waiver, or non-enforcement shall be construed to modify or otherwise alter the terms and conditions of this Agreement.

This Agreement represents the entire agreement of the Parties and supersedes any prior discussions or understandings, whether written or oral, relating to the subject matter hereof and neither Party makes any representations other than as expressly set forth in this Agreement. In the event of any conflict or

inconsistency between these terms and conditions and those of any Task Order, these terms and conditions shall control.

This Agreement shall be construed in accordance with the laws and enforced within the jurisdiction of the State of Ohio, without regard to its conflicts of law principles.

Clauses 5, 6, 7, 8, 9, and 10 shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the terms and conditions of this agreement are accepted by Client.

CLIENT

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Battelle Memorial Institute

BY: Amanda K Botti

NAME: Amanda K. Botti

TITLE: Sr. Contracts Manager

DATE: April 23, 2020

Commissioners Court - Regular Session **23.**

Meeting Date: 05/05/2020

Approving Housing Agreement Concordia University

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Facilities & Services Agreement and related County Addendum between Williamson County and Concordia University, Texas to provide temporary housing for uniformed EMS first responders supporting the COVID-19 response efforts, exempting these services from the competitive bidding requirements per section 262.024(a)(2) of the Texas Local Government Code and authorizing execution of the agreement and related addendum.

Background

Concordia University Texas is supporting first responders as they work to keep our community safe and healthy during this time of COVID-19. Concordia has opened their Residence Halls for Austin-area first responders. The short term housing is for first responders that do not want to stay at home during this event. Concordia's short-term housing is not a designated isolation place for a person under investigation, being monitored, or COVID positive. There is no fee to the County for this service, however a $1,000.00 refundable security deposit is required to cover any occupant damages. Department point of contact is Mike Knipstein.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU

County Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/29/2020 06:31 PM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 09:30 PM
Form Started By: Thomas Skiles		Started On: 04/28/2020 08:00 AM
Final Approval Date: 04/29/2020		

CONCORDIA UNIVERSITY TEXAS -- FACILITIES AND SERVICES AGREEMENT

This facilities and services agreement is made and entered into this _27___ day of April, 2020 by and between CONCORDIA UNIVERSITY TEXAS, hereinafter called University and WILLIAMSON COUNTY hereinafter called Client. In recognition of the current COVID 19 pandemic and the stress and physical toll it is taking on Central Texas first responders, the University agrees to provide facilities and services as listed below and the Client agree to accept the use of the facilities and services in accordance with the terms and conditions listed below. Concordia University Texas reserves the right to change the facilities or services agreed to in the contract at Concordia's sole discretion. All efforts will be made to provide the Client with equivalent facilities/services in every case involving a change. University academics and activities take priority.

1. SPECIAL CIRCUMSTANCES—COVID 19

WHEREAS Concordia University is committed to supporting the Central Texas community and our first responders during this unprecedented time in our nation's history. By offering the use of our facilities at no charge to the Client's uniformed EMS first responder members (occupants), we hope to provide a safe and comfortable place for them to rest during their service to the community.

THEREFORE

a. Client shall identify a single liaison for communicating all issues related to COVID-19.
b. Client shall provide daily reports to University regarding number of Client occupants and results of regular health screenings
c. Client shall notify University if Client occupants test positive for Covid-19 immediately and no longer than three hours after the Client occupant's receipt of test results.
d. Upon notification of a positive test for COVID-19, Client occupant shall not return to campus. Client liaison shall be responsible for removing personal items of the Client occupant within 12 hours of receipt of test results.
e. Client occupants shall not dispose of Personal Protective Equipment (PPE) on the Concordia campus
f. Client occupants shall maintain social distancing with themselves and with members of the Concordia community.
g. Client understands that upon receipt of a positive COVID-19, Concordia may communicate certain information regarding the positive test in order to remain compliant with regulatory requirements and/or to protect the Concordia community.
h. Client will prioritize usage of the facilities among its workforce.
i. Client shall notify the occupants of the terms of this agreement (applicable to their use of the facilities).

2. FACILITIES AND EQUIPMENT

This Agreement is written to cover the terms and conditions of use of University facilities and services by the Client and is based on a first come, first serve basis. The University's total, currently available dorm space (128 total dorm rooms).

The University will provide the following facilities, as follows:

A. Dorm Room Facilities: Each room is equipped with two beds, two dressers, one shelving unit, two closets, two desks, microwave, mini fridge, two sinks and full bath, electricity, water, and WIFI/Internet access. While there is room for two occupants, each room will be reserved for and used by only a single occupant.
B. Inspect for room damage and replenishment of standard supplies. University will not provide housekeeping services during the Client occupant's stay. In the event that the occupant needs an additional supply of toilet paper, trash bag, and soap. Client will notify the University coordinator to deliver the supplies via a no-contact process. Client is solely responsible for the cleaning of surfaces, bathrooms, and fixtures upon occupant checkout and prior to next occupant stay.

2. TERM

A. The term of permitted facility use shall be from April 27, 2020 to May 31, 2020 (the "Term").
B. Any renewal of this agreement must be agreed to by both parties in writing.

3. FINANCIAL ARRANGEMENTS

A. There is no charge for occupants' use of the facilities and services listed above during the Term:
   a. Check-in is at __1__pm and Check-out is at __11____am., but University will work with Client to try to accommodate occupant schedules. University campus gate keeper will distribute room keys and control access to the campus. Occupants may park a vehicle on the campus during their stay.

Type of Room	Fee Per Day	Occupancy
Dorm	$0	Single

. .

   b. Client shall pay a deposit of $1,000.00 due at signing of this agreement to cover any occupant damages. This deposit shall be refunded to Client at the end of this agreement, providing there is no damage to the University facility as described in section 6.
   c. A non-refundable fee of $125.00 will be assessed for lost room keys and $25.00 will be assessed for lost ID cards. In the event there is a fee assessed for lost room keys or ID cards, the fee will be taken from the $1000 deposit described in 3.A.b.

B. Failure to Pay: Client agrees that if it fails to pay the charges or any part thereof in accordance with this Agreement, or if Client violates any other provisions of this Agreement, all remaining obligations of the University shall, at the University's option, cease and be terminated upon written notice mailed to the last known address of Client. In any case, all amounts owing to the University hereunder which are more than sixty (60) days past due shall be subject to a service charge of 1 ½ percent per month, constituting an annual percentage rate of 18%. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall authorize, require or demand the payment of any interest in excess of the highest rate allowed by law.

C. Client shall reimburse the University for all collection costs, including attorney's fees and other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instigated. In the event suit or action is instigated to enforce compliance with this Agreement, including but not limited to the collection of any sums due, the University shall be entitled to such sum as the trial action.

4. CONCORDIA SPONSORSHIP/GRANT

A. University is seeking a grant to cover or defray the expenses associated with the Client's use of the facilities and services herein. The Client agrees to reasonably cooperate with the University to facilitate securing the grant,.
B. Client will cooperate with the University to the extent that the University needs any information from Client for purposes of communicating with or satisfying its reporting obligations to the U.S. Department of Education, the Higher Education Coordinating Board of Texas, or any other governmental agency or accreditor.

5. INSURANCE

A. Client shall provide liability insurance during the Term for itself and all occupants, including damages or destruction of the facilities with limits of not less than $1,000,000.00 for each person and $3,000,000.00 for each single occurrence of bodily injury or death (including claims based on pandemic or coronavirus exposure/contraction), and $100,000.00 for each single occurrence for injury to or destruction of property.

B. The University is to be named additional insured on that policy. Client shall provide the Scheduling and Events Office with a certificate of said insurance no less than five (5) days before the beginning date appearing in paragraph 1 hereof. The University must be given notice of cancellation and/or modification of said insurance.

6. INDEMNITY AND DAMAGES

A. Client agrees that all occupants are under the direct and complete supervision and control of Client. As such, Client is exclusively liable for all damages resulting from its utilization of the facilities and services provided by the University, beyond normal wear and tear of the premises. This Agreement do not require the University to relinquish control of its facilities and services to Client. The University retains the right to require Client, or any of its participants, to leave the premises if the University deems it as necessary.
B. The University assumes no responsibility for loss or theft of personal property, or damage to personal property of Client or any of its participants. Client shall defend, indemnify and hold harmless the University, its officers and employees, against all claims for loss, death, injury and damage to persons or property, including claims of occupants/employees of Client or its agents, arising out of use of the facilities and activities conducted by Client or its occupants on University premises. The University assumes no liability whatsoever for any property placed by Client or occupants in University buildings or on University premises.
C. University shall defend, indemnify and hold harmless the Client, its officers and employees, against any and all third party claims for loss, injury and damage to persons or property, including claims of employees of University or its agents, arising out of misconduct or grossly negligent conduct by University while Client is on the premises, except for and excluding any claims based on COVID 19 sickness, exposure or contraction.
D. In the event a Client occupant damages University facility beyond normal wear-and-tear, Client will forfeit deposit and may be held responsible for any additional costs to remedy the damage.

7. MISCELLANEOUS

A. This Agreement shall be governed by the laws of the State of Texas.
B. Client is required to adhere to all University policies, regulations, guidelines, and all local, state, and federal laws concerning health and safety. Failure to comply with these regulations may result in forfeiture of using University facilities and services, or in termination of this Agreement.
C. The University may exercise the following rights:

a. To enter any room for the purpose of inspection, repair, or emergency.
b. To revoke the campus privilege including residency in or utilization of any of its buildings or any occupant whose conduct, solely in the University's opinion, becomes injurious to the Concordia community.

D. Client will not use the name *Concordia University Texas* in any advertisement material, brochure, mailer or any similar item in a manner that infers that the University is a sponsor/co-sponsor of, or is in any other way affiliated with, the user group. The only exception will be in the form of written approval to do so, granted by an authorized University official. The University's name may only be used for reference of facility location, and must be used in its legal form, *Concordia University Texas*

E. In the event that University dorm rooms, buildings, property or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this Agreement impractical or impossible, Client shall be obligated to the fees stipulated only for those services, activities and events which shall have occurred prior to said casualty or circumstance. Client hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this Agreement.

F. The Client may not assign this agreement.

G. This agreement is not binding until countersigned by the University. The University will honor its terms, rates for charges, and availability of facilities and services for fourteen (14) days from the date of mailing this agreement. After that, it will be subject to change and availability.

8. FORCE MAJEURE

A. Any delay or failure of performance of either party to this Agreement shall not constitute a breach or default of the Agreement, or give rise to any claims for damages, if and to the extent that such delay or failure is caused by an occurrence beyond the control of the party affected, including, but not limited to, acts of governmental authorities; a declared flu epidemic/pandemic or mandatory closure due to illness; the discovery of materially different site conditions; fire; explosions; accidents; riots, floods; strikes; lockouts; changes in laws, regulations, or ordinances; or actual, threatened, or suspected acts of governmental regulation, terrorism, war, rebellion, sabotage or similar hostilities, which cause the suspension or restriction of travel, a reasonable reluctance to travel (generally or to a particular location), or suspend, restrict, materially affect, or cause a reasonable fear of a necessary daily activity, such as eating, drinking or breathing. In the event that a party intends to invoke this force majeure provision, that party shall provide prompt notice to the other party as soon as possible after the occurrence of the event giving rise to the claim of force majeure.

9. ADDITIONAL PROVISIONS

A. Entry into the preserve adjacent to the University is strictly prohibited by Federal law. Violation of this restriction may result in the expulsion of the organization from the campus with no refund of any full or partial payments.

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

C. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The Client 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 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 The 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.

D. Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying The Client's rights.

E. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, The Client will only be liable for its pro rata share of services rendered and goods actually received.

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

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

Each person signing this agreement warrants and represents that he or she has been duly authorized and acts on behalf of the Client or the University, as applicable

We, the undersigned, do hereby enter into this agreement, as witnessed by our signatures below.

CONCORDIA UNIVERSITY TEXAS	WILLIAMSON COUNTY
By:  _____	By: _____
CTX Authorized Signature	Client Authorized Signature
Name: Kristin Coulter	Name: _____
Title: Vice President of Partnerships	Title: _____
Date: 4/27/20	Date: _____

UNIVERSITY INFORMATION:

Concordia University Texas
Conference and Event Services Office
11400 Concordia University Drive
Austin, TX 78726
Phone: 512-313-4176

CLIENT MAILING ADDRESS AND CONTACT INFORMATION:
(please correct as necessary)

NAME:
CONTACT:
ADDRESS:
CITY ST ZIP:
Phone:
E-mail:

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
FOR PURCHASE OF
GOODS AND SERVICES
DURING COVID-19 OPERATIONS
(Federal Emergency Management
Agency "FEMA" Requirements)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, 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 AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Concorida University (hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. Vendor Agreement dated 4/27/2020;
B. Williamson County Agreement Addendum; and

C. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

Relationship of the Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

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 Agreement; (2) the date the performance of the service under the Agreement 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.

VIII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.**

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

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

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement.

The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended): Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

County Judge or Presiding Officer Authorized to Sign Agreement: 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:	Vendor:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: April 27, 2020

Commissioners Court - Regular Session **24.**

Meeting Date: 05/05/2020

Hill's Pet Nutrition Sales Inc. Contract

Submitted For: Randy Barker **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving agreement with Hill's Pet Nutrition Sales, Inc. whereby Hill's provides and/or makes available select Hill's® brand pet food, under specified terms, to support the operations of the Williamson County Regional Animal Shelter, exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(8), and authorizing execution of the agreement.

Background

This is a long-standing annual agreement between the Animal Shelter and Hill's for food for animals. Hill's makes the pet food available at a deeply discounted rate in exchange for exclusive provision of Hill's product to shelter animals. Due to the unique elements of this agreement, it is not possible to obtain competitive quotes from other suppliers. The budget line for pet food is 01.0545.0545.004968 - Animal Shelter. Annual spend is approximately $18,000 to $19,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hill's contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/30/2020 08:08 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 08:51 AM
Form Started By: Brenda Fuller		Started On: 04/06/2020 02:37 PM
Final Approval Date: 04/30/2020		

SHELTER AGREEMENT

THIS AGREEMENT is made and entered into the 16 day of April, 2020 (the "Effective Date"), by and between **HILL'S PET NUTRITION SALES, INC.**, a Delaware corporation with its principal place of business located at 400 SW 8th Avenue, Topeka, Kansas 66603 ("Hill's"), and WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER, a SHELTER with its principal place of business located at 1855 SE Inner Loop, Georgetown, TX 78626-6344 ("Shelter").

WHEREAS, Hill's and the Shelter desire to enter into an arrangement whereby Hill's provides and/or makes available select Hill's® brand pet food, under specified terms, for the express and limited purpose of feeding cats and dogs being cared for by Shelter ("In-Shelter Food"), in exchange for the Shelter: (i) exclusively feeding In-Shelter Food to cats and dogs being cared for by the Shelter ("Pets"); and

(ii) actively displaying and communicating Hill's Food, Shelter & Love® partnership, as specified herein, in the course of Shelter's public communications and Pet adoption activities.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

1. Hill's Obligations. Hill's covenants and agrees that it will:

(a) Provide and/or make available In-Shelter Food to the Shelter under terms as specified in Section 4 and **Appendices A and B**, subject to the following:

(i) The type and quantity of In-Shelter Food provided and/or made available by Hill's to Shelter shall be agreed to in writing. Hill's reserves the right to substitute or designate the type of In-Shelter Food and/or Adopter kits.

(ii) Hill's shall provide and/or make available In-Shelter Food at the list price minus any discount as specified in **Appendix B**. All pricing is subject to change with 30 days written notice.

(iii) The parties acknowledge that unforeseen business conditions may require the Shelter to request an increase or decrease in the amount of food ordered.

(iv) Hill's may take any legally permissible action that, in Hill's discretion, is necessary to prevent or stop the unauthorized resale or distribution of the In-Shelter Food and Adopter Kits.

(b) Give Shelter access to Hill's Shelter Web Portal (the "Portal"), which enables Shelter to retrieve a library of relevant information, such as articles, links to important organizations and other shelter resources. Additionally, it allows the Shelter to manage and monitor all food and promotional material orders, track Shelter monthly progress as well as conveniently submit adopter names and information and renew Shelter contracts; and

(c) Give Shelter access to the Hill's VIP Market feeding program for all paid shelter staff.

(d) For the duration of the Agreement, grant Shelter a non-exclusive, limited, non-transferrable, revocable, non-royalty bearing license to use Hill's trademarks, logos, and other intellectual

property as may be required by Shelter to fulfill its promotional activities pursuant to Section 2, below.

2. Shelter's Obligations. Shelter hereby covenants and agrees that it will:

(a) Maintain its credentials and standards of care for Pets at all times during this Agreement, including without limitation to the following:

(i) Maintaining in good standing its status as a 501(c)(3) not-for-profit organization or as a governmental entity, and notify Hill's immediately of any actual or threatened revocation of that status;

(ii) Housing all Pets in a safe, caring, clean and socially-enriched environment;

(iii) Refraining from subjecting or exposing Pets to abusive or inhumane treatment;

(iv) Educating Pet adopters about caring for Pets; and

(v) Employing, or affiliating with, one or more veterinarians who can and do provide on-going healthcare for Pets.

(b) Purchase In-Shelter Food for the purpose of exclusively feeding In-Shelter Food to cats and dogs being cared for by the Shelter (as set forth in Section 4 and Appendix A of this Agreement), unless there is a medical or other condition that would prohibit the use of the In-Shelter Food for a particular pet;

(c) Make good faith efforts to ensure that Shelter's employees and volunteers involved with the Pet adoption process are trained to educate Pet adopters about Hill's' brands and products (including through the use of adopter script in **Appendix D**, and other instruction materials provided by Hill's from time to time);

(d) Actively and exclusively display and communicate Hill's Food, Shelter & Love® partnership, including without limitation the following:

(i) Prominently displaying Hill's products and/or point-of-purchase materials;

(ii) At time of adoption, promote the Shelter's exclusive feeding of In-Shelter Food to Pets, providing adopters with an adopter kit ("Adopter Kit") as specified in **Appendix C**, and any other communication assets as may be designated by Hill's from time to time. Shelter shall order and maintain, at no cost to Shelter, a sufficient inventory of Adopter Kits needed to fulfill its obligations hereunder. For the avoidance of doubt, Adopter Kits are to be used by Shelter for adoptions only, and any other use (including without limitation, resale or unauthorized diversion) is strictly prohibited and will constitute a material breach of this Agreement;

(iii) Providing other communication assets to the public, as specified in **Appendix D** or, as may be designated by Hill's in writing from time to time; and

(iv) On any website operated by or on behalf of Shelter, maintaining a landing page containing a display of the Hill's Food, Shelter & Love program logo with an active link to Hillspet.com; and

(v) Not promoting, displaying, distributing, endorsing, or feeding any competitive brands and/or products of pet food; with the exception that Shelter may redistribute other brands of donated pet food products so long as such redistribution does not constitute direct or implied endorsement of such donated product.

(e) Provide Hill's with the following Pet and Pet adopter information in electronic format or such other format acceptable to Hill's, provided that at all times Shelter complies with (i) applicable law including any applicable privacy and disclosure laws in collecting and then sharing the information with Hill's; and (ii) the Data Submission and Privacy Policy contained in **Appendix E:**

(i) Pet adopter name, address and all opted in email addresses (provided they have consented to participate in the Hill's New Pet Parent program);
(ii) the adopted Pet's name, breed, and date of birth; and
(iii) the adoption date, adoption location,
(iv) shelter will submit files of pet and pet adopter information on a weekly basis
(v) shelter will complete the Shelter Profile section (located on the Hill's Food, Shelter & Love® portal) on a monthly basis, to provide updated pet adoption numbers and accurate shelter contact information.

(f) Provide Hill's with a right of first refusal for all pet food company sponsorship opportunities;

(g) Provide Hill's with a delivery address of either a physical shelter with a business sign and posted operating hours, a veterinary clinic, or a pet-related business; and

(h) Order and replenish In-Shelter Feeding and Adopter Kit materials through the Hill's Shelter portal.

3. Term and Termination.

(a) This Agreement shall become effective upon the Effective Date, and shall remain in effect for one (1) year ("Initial Term"). At the end of the Initial Term, the Agreement shall automatically renew for two (2) successive terms of one (1) year each (each, a "Renewal Term") unless either party notifies the other at least thirty (30) calendar days prior to the end of the Initial Term or any Renewal Term of its wish not to renew for a subsequent Term.

(b) This Agreement may be terminated at any time:

(i) by either party, for any reason or no reason whatsoever, upon the delivery of thirty (30) calendar days' written notice to the other party;

(ii) by either party, immediately upon written notice to the other party, if a party ceases doing business, becomes insolvent, makes a general assignment for the benefit of creditors, has a receiver appointed for its assets, or an order has been made for its "winding-up"; and

(iii) by Hill's, immediately upon written notice to Shelter, if (A) Shelter loses and/or fails to maintain its status as a 501(c)(3) not-for-profit organization or governmental entity; (B) Shelter breaches its material obligations (including, but not limited to, nonpayment or any obligations under Section 2); or (C) Shelter's account remains inactive for a minimum of three (3) months.

(c) Upon the expiration or termination of this Agreement, Hill's shall cease providing the In-Shelter Food, and the Shelter shall within thirty (30) days thereof pay any outstanding amounts owed to Hill's. Additionally, upon Hill's request, the Shelter shall return to Hill's or make available for pick up by Hill's or its designated agents, any Hill's promotional materials which Hill's had provided to the Shelter (including without limitation, any coupons, pet food trial bags, point-of-purchase materials and display racks).

4. Sales and Payment Terms.

(a) Hill's will invoice Shelter for In-Shelter Food at list prices reflecting the discounted amount. Upon receipt of invoice, Shelter shall remit payments to Hill's.

(b) All list prices and/or discount amounts listed in **Appendix B** are subject to change upon thirty (30) days written notice.

(c) Nothing in this Agreement shall prohibit Shelter from purchasing Hill's products through Hill's normal sales channels. Shelter agrees such discounted products are not purchased for resale and that such discounted products will not be re-sold. Non-discounted products may be resold by Shelter if Shelter is approved by Hill's as an authorized Hill's retailer.

(d) Shelter's payment for goods and services under this Agreement shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Shelter in accordance with Texas Government Code Section 2251.025.

5. Confidentiality. The Shelter agrees that, to the extent permitted by law, it shall maintain in confidence and shall not disclose to any third party the terms of this Agreement without the prior written consent of Hill's.

6. Hill's Policies.

(a) Third Party Code of Conduct. Supplier represents and warrants that it is in compliance with Hill's Third Party Code of Conduct as of the Effective Date and shall remain in compliance throughout the term of this Agreement with such policy and any amendments to such policy in the form: (a) provided by Company to Supplier throughout the term of this Agreement or (b) updated throughout the term of this Agreement at https://www.colgatepalmolive.com/en/us/corp/about/governance/third-party-code-of-conduct.

(b) Anti-Bribery Policy. Attached to this Agreement as Appendix F is a copy of Company's Anti-Bribery Policy. Supplier represents and warrants that it is in compliance with such policy as of the Effective Date and shall remain in compliance with such policy and any amendments to such policy in the form provided by Company to Supplier throughout the term of this Agreement.

7. Audit. Upon reasonable notice and within the Shelter's normal business hours, Hill's shall have the right to audit and inspect the Shelter's facilities, books, documents, papers and records directly relating to Shelter's performance obligations under Sections 2 and 4, above.

8. [Intentionally Omitted]
9. Assignment. This Agreement, including the Appendices attached hereto, shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, neither party to this Agreement shall assign its interest or obligations herein, including, but not limited to, the

assignment of any monies due and payable, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10. Governing Law. This Agreement, the Appendices attached hereto and any dispute arising therefrom, shall be construed and enforced in accordance with the laws of the State of Texas without regard to its principles governing conflicts of law.

11. Waiver. No failure by either party hereto at any time to require performance by the other party of any of the conditions, Appendices, terms, or provisions of this Agreement shall in any way affect such party's right thereafter to enforce the same or any other condition, Appendix, term or provision of this Agreement; nor shall any waiver by either party of any breach of this Agreement, or of any term, condition, Appendix or provision hereof, be taken as or held to be a waiver of any subsequent breach, or of the right to terminate this Agreement for any subsequent breach of the same or any other condition, Appendix, term, or provision of this Agreement.

12. Entire Agreement. This Agreement embodies the entire agreement of the parties in relation to the subject matter hereof and supersedes all previous agreements, arrangements and understandings, verbal or otherwise, in relation thereto. There are no representations, either oral or written, upon which either party relies as an inducement to enter into this Agreement other than those set forth herein. Except as expressly provided herein, no change in, addition to, or deletion from any portion of this Agreement shall be valid or binding upon the parties unless it is declared expressly to be a modification of this Agreement and is approved as such in writing by each party.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

14. Mediation. Appendix A 21.3 does not apply and is Intentionally Omitted from this agreement.

IN WITNESS WHEREOF, the duly-authorized representatives of the parties hereto have executed this Agreement the day and year first above written.

HILL'S PET NUTRITION SALES, INC. **[SHELTER NAME]**

By: _____ By: _____

Print Name: Joann Fuller Print Name: _____

Title: Brand Engagement Manager, US Marketing Title: _____

List of Appendices

A – Hill's Shelter Customer General Conditions of Sale
B – Applicable Discount for In-Shelter Food
C – Adopter Kit Materials
D – Materials Pursuant to Sections 2(c) and 2(d)
E – Data Privacy and Security
F – Hill's Global Anti-Bribery Policy

APPENDIX A
HILL'S PET NUTRITION SALES, INC.
SHELTER CUSTOMER GENERAL CONDITIONS OF SALE
UNITED STATES

1 **Scope**

1.1 These general conditions of sale and the Hill's Pet Nutrition Sales, Inc. Standard Commercial Terms (these "Conditions) apply to all sales of products made directly by Hill's Pet Nutrition Sales, Inc. ("Hill's Pet Nutrition") to a shelter customer (the "Customer").

1.2 Any terms and conditions contained in a purchase order or other documentation issued by the Customer which differ from or add to these Conditions are rejected by Hill's Pet Nutrition.

1.3 Any other terms and conditions (a) implied by a course of dealing, custom or practice or (b) which the Customer seeks to incorporate, shall not apply.

1.4 Except as otherwise agreed in writing by the parties, these Conditions supersede all previous understandings and constitute the entire agreement between the parties with respect to the sale of products from Hill's Pet Nutrition to the Customer.

1.5 No modification, deletion or addition to these Conditions shall be binding on Hill's Pet Nutrition unless expressly approved in writing by Hill's Pet Nutrition.

2 **Orders**

2.1 An Order is deemed an offer by the Customer to purchase products from Hill's Pet Nutrition in accordance with these Conditions.

2.2 No Order is binding upon Hill's Pet Nutrition until the earlier of (a) acceptance of such Order by Hill's Pet Nutrition in writing or electronically or (b) shipment by Hill's Pet Nutrition of the products contained in such Order to the Customer.

2.3 No Order accepted by Hill's Pet Nutrition can be cancelled by the Customer without Hill's Pet Nutrition's written consent.

2.4 Hill's Pet Nutrition reserves the right to accept or reject any Order in its absolute discretion.

3 **Minimum Order Charge**

3.1 Customer is not subject to a minimum order charge.

3.2 Hill's Pet Nutrition reserves the right to change its minimum order quantities and other customer criteria at any time in its absolute discretion.

4 **Price**

4.1 The price of the products is the price set out in Hill's Pet Nutrition's standard price list as of the date an Order is processed by Hill's Pet Nutrition less any applicable discounts agreed upon in writing.

4.2 The price of the products shall include the cost of delivery to the Customer but shall not include (a) the cost of off-loading, (b) any other applicable sales tax which will be charged at the then applicable rate, or (c) fees related to non-standard delivery.

4.3 Hill's Pet Nutrition's standard price list shall not be construed or operate as an offer by, or obligation of, Hill's Pet Nutrition to sell the products to the Customer.

4.4 Hill's Pet Nutrition reserves the right to change its list price for any SKU at any time in its absolute discretion.

4.5 In no event shall a reduction in Hill's Pet Nutrition's list price be retroactive.

4.6 Orders received on or after the effective date of a list price change which do not reflect the price change will not be processed.

5 **Invoicing and Payment**

Shelter's payment for goods and services under this Agreement shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Shelter in accordance with Texas Government Code Section 2251.025.

6 **Credit**

6.1 Hill's Pet Nutrition will consider an application for credit upon receipt of a formal written request from the Customer.

6.2 Hill's Pet Nutrition reserves the right at any time to grant, remove or modify its credit terms with the Customer in its absolute discretion.

6.3 The Customer must stay within its approved credit limits. In addition to all other available remedies, Hill's Pet Nutrition reserves the right to cease processing Orders if the Customer exceeds its approved credit limit.

7 **Charges**

7.1 In the event that the Customer fails to pay any amount owed to Hill's Pet Nutrition by the due date, Hill's Pet Nutrition may, without limiting its other rights, charge interest In the event that the Customer fails to pay any amount owed to Hill's Pet Nutrition by the due date, Hill's Pet Nutrition may, without limiting its other rights, charge interest in accordance with Texas Government Code Section 2251.025.

7.2 All payments received from the Customer will be applied first to any interest charges and then applied to any unpaid portion of the oldest invoice.

7.3 Any penalty fees and/or charges assessed by the Customer that have not been agreed upon in writing by Hill's Pet Nutrition must be reimbursed to Hill's Pet Nutrition.

7.4 Hill's Pet Nutrition reserves the right to (a) offset any such unauthorized penalty fees and/or charges, including by deducting from any payments owed to the Customer based on negotiated agreements or discounting from any credit note subsequently issued to such customer, or (b) halt shipments to the Customer until such unauthorized penalty fees and/or charges are reimbursed to Hill's Pet Nutrition.

8 **Delivery**

8.1 Hill's Pet Nutrition shall deliver, or arrange for delivery of, the products to the Customer's premises or a mutually agreed upon location. At no time shall Hill's Pet Nutrition be deemed to be a common carrier.

8.2 Any time or date specified for delivery is an estimate only and time is not of the essence for delivery of the products.

8.3 Hill's Pet Nutrition may make delivery of the products in installments.

8.4 The Customer must inspect the products upon delivery. Any claim that the products are damaged or that there is a defect in delivery must be made in accordance with Hill's Pet Nutrition's Retail Returns Policy.

8.5 Any non-standard delivery will be assessed the following fees:

8.5.1 Customer is not subject to non-standard delivery fees.

8.6 Hill's Pet Nutrition reserves the right to change its non-standard delivery fees at any time in its absolute discretion.

9 **Resale**

9.1 The Customer may only resell the products in the United States.

10 **Title and Risk**

10.1 Title to the products and risk of loss of the products passes to the Customer upon delivery of the products to the transportation carrier at the shipping origin. Where the products are delivered to the Customer by a Hill's Pet Nutrition delivery truck, title to the products and risk of loss of the products passes to the Customer upon delivery of the products.

11 **Product Quality and Recall**

11.1 The Customer must report to Hill's Pet Nutrition any concerns related to a Hill's Pet Nutrition product that come to the Customer's attention and are potentially linked to product quality or safety, including, but not limited to, any reports from product users of an adverse effect on health (each, an "Adverse Event") whether it is under normal or unexpected use conditions. The Customer must report such Adverse Events to the appropriate Hill's Pet Nutrition contact within one (1) business day following the point in time that the Customer becomes aware of the Adverse Event. The Customer must use appropriate care in the handling and transportation of the Product and must store the product under appropriate conditions.

11.2 If the Customer is the subject of a request, court order or other directive of a court or other governmental or regulatory authority to withdraw any Hill's Pet Nutrition products from the market (a "Recall Notice"), the Customer shall, as promptly as possible and in no event, no later than twenty-four (24) hours following its receipt of a Recall Notice, provide Hill's Pet Nutrition with a copy of such Recall Notice.

11.3 Unless required by law, the Customer may not undertake any recall or withdrawal of Hill's Pet Nutrition products without the written permission of Hill's Pet Nutrition.

11.4 In the event that the Customer is required by law to undertake a recall or withdrawal of Hill's Pet Nutrition products, or in the event that Hill's requests in writing that the Customer undertake a withdrawal even where not required by law, the Customer shall comply with Hill's Pet Nutrition's instructions on implementing such recall or withdrawal.

11.5 Hill's Pet Nutrition shall have sole responsibility for paying the cost of any product recall or withdrawal, except when such product recall or withdrawal results from any action, omission or inaction by the Customer (a "Customer-Attributable Recall"), in which case the Customer shall bear such cost.

12 **Intellectual Property Rights**

12.1 The Customer may not alter any trademark or marking on the products.

12.2 The Customer's right, title or interest in any trademark, trade name, trade dress, copyright, or symbol, or any translation thereof ("Rights"), which is applied to or used in relation to the products is limited to the Rights granted to Customer in writing.

13 **Warranty Exclusion**

EXCEPT AS (1) REQUIRED BY APPLICABLE LAW, (2) EXPRESSLY SET FORTH IN THESE CONDITIONS OR (3) SPECIFICALLY PROVIDED TO THE CUSTOMER BY HILL'S PET NUTRITION IN WRITING, HILL'S PET NUTRITION DISCLAIMS AND EXCLUDES ALL WARRANTIES AND TERMS AND CONDITIONS NOT CONTAINED IN THESE CONDITIONS, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW AND SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF REASONABLE QUALITY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

14 **Limitation of Liability**

To the extent authorized under Texas law IN NO EVENT SHALL HILL'S PET NUTRITION BE LIABLE TO THE CUSTOMER, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF A REMEDY TO ACCOMPLISH ITS PURPOSE OR OTHERWISE, FOR SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE OF THE PRODUCTS, DAMAGE TO ASSOCIATED EQUIPMENT, CUSTOMER-ATTRIBUTABLE RECALL COSTS, DOWNTIME, COST OF SUBSTITUTE EQUIPMENT OR PRODUCTS OR CLAIMS BY THE CUSTOMER'S BUYERS FOR SUCH DAMAGES. NOTHING CONTAINED IN THIS CLAUSE LIMITS OR EXCLUDES LIABILITY FOR DEATH, PERSONAL INJURY OR ANY LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

15 **Compliance with Laws and Policies**

15.1 The Customer shall comply with:

15.1.1 all applicable laws, rules, regulations and licenses issued by any supra-national, governmental or other authority in relation to the subject matter of these Conditions including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and any other applicable anti-corruption laws, rules or conventions;

15.1.2 Colgate Palmolive's Anti-Bribery Policy, Hill's Pet Nutrition's Returns Policies and any other policy communicated by Hill's Pet Nutrition to the Customer, as amended from time to time; and

15.1.3 Hill's Pet Nutrition's distribution policies.

15.2 Hill's Pet Nutrition may immediately cease processing Orders and terminate its commercial relationship with the Customer as a result of any breach of Clause 15.1.

16 **Force Majeure**

Hill's Pet Nutrition will be excused from performance and will not be liable for any failure or delay in performing its obligations under any contract between Hill's Pet Nutrition and the Customer where such failure or delay was caused by an event or series of events beyond Hill's Pet Nutrition's reasonable control (irrespective of foreseeability), including, without limitation, acts of government, war, hostilities or threat of war, terrorism, labor difficulties, a delay in delivery from suppliers, commercial impracticality, shortages of energy, materials, labor, or equipment, fire, flood, storm, explosion, epidemic, riot, civil commotion, or an act of God.

17 **Cancellation**

17.1 Hill's Pet Nutrition may immediately cancel any Order if the Customer:

17.1.1 fails to make payment when due;
17.1.2 fails to comply with Hill's distribution policies; or
17.1.3 is insolvent or ceases or threatens to cease conducting business.

Such cancellation shall be without prejudice to any other right or remedy available to Hill's Pet Nutrition.

18 **Insurance**

The Customer shall maintain Commercial General Liability Insurance, including product liability coverage and contractual liability coverage, in an amount of at least USD 2 million and produce, upon Hill's request, details of such insurance and a receipt for the appropriate premium.

19 **Remedies**

Any rights or remedies arising under these Conditions are cumulative and do not exclude any rights or remedies provided by law.

20 **Relationship**

Hill's Pet Nutrition and the Customer are independent businesses. No partnership, joint venture, agency, trust or relationship of employer/employee is created between them.

21 **Dispute Resolution**

21.1 In the event of a Dispute, the parties will attempt to settle such Dispute though good faith negotiations between their appropriate executives.

21.2 If such executives cannot resolve the Dispute, the parties may refer the Dispute to mediation by a mediator jointly selected by the parties.

21.3 [Intentionally Omitted]

21.4 Hill's Pet Nutrition or the Customer may seek interim or provisional relief or measures in any applicable courts that may be necessary to protect the rights of such party or their affiliate pending the establishment of the Panel, or pending the decision of the Panel.

22 **Definitions**

22.1 The following definitions apply:

Affiliate: means, in the case of Hill's Pet Nutrition, any company which, from time to time, forms part of the Colgate-Palmolive Company group of companies and, in the case of the Customer, any company which, from time to time, forms part of the Customer's group of companies, respectively.

Order: the Customer's order addressed to Hill's Pet Nutrition for the supply of products in accordance with these Conditions.

APPENDIX B
Applicable Discount for In-Shelter Food

In-Shelter Feeding SKUs:

SKUs	SKU Description	Size	% Discount off then-current List Price
Dry			
2092	Science Diet Kitten Healthy Growth	35 lbs	**74.00%**
6801	Science Diet Feline Adult Optimal Care Pro Pack	20 lbs	**74.00%**
2091	Science Diet Puppy Healthy Growth	40 lbs	**56.00%**
6735	Science Diet Canine Adult Advanced Fitness Pro Pack	40 lbs	**56.00%**
Wet			
6000	Science Diet Kitten Liver & Chicken Entrée	24 x 5.5oz	**35.00%**
6174	Science Diet Kitten Savory Turkey Entrée	24 x 5.5oz	**35.00%**
4534	Science Diet Feline Adult Savory Chicken Entrée	24 x 5.5oz	**35.00%**
6610	Science Diet Feline Adult Liver & Chicken Entrée	24 x 5.5oz	**35.00%**
7036	Science Diet Puppy Chicken & Barley Entrée	12 x 13oz	**35.00%**
7037	Science Diet Canine Adult Chicken & Barley Entrée	12 x 13oz	**35.00%**
7039	Science Diet Canine Adult Beef & Barley Entrée	12 x 13oz	**35.00%**

APPENDIX C
Adopter Kit Materials

Adopter kit will consist of:

- 1 Hill's® brand starter bag
    - Feline: 1.00 Lbs. bag
    - Canine: 2.00 Lbs. bag
- 1 Hill's Pet Nutrition adopter coupon on the bag
- New Pet Parent website content
    - A digital Best Friend Guide available
    - Additional Hill's Pet Nutrition digital coupons

The following starter bags will be available:

Feline:

- Kitten
- Feline Adult

Canine:

- Puppy Small Bites
- Puppy Large Breed
- Canine Adult

APPENDIX D
Materials Pursuant to Sections 2(c) and 2(d)

HILL'S RESERVES THE RIGHT TO AMEND OR SUBSTITUTE THESE MATERIALS DURING THE TERM OF THE AGREEMENT.

A. ADOPTION SCRIPT

During the adoption process, shelter staff will communicate and provide the following Hill's Food, Shelter & Love® program components to the new pet parent:

1 –Pets in the shelter are fed Hill's® brand pet foods
2 –Benefits of choosing Hill's® brands for their newly adopted pet
3 –Hill's® brand starter bag
4 –Hill's® Pet Parent portal and its benefits

Here is a tentative adoption script:

- *"At 'shelter name', we're proud to be part of the Hill's Food, Shelter & Love® program and we feed our pets Hill's® brand pet foods*
  - *We offer all our new pet parents the opportunity to participate in the Hill's New Pet Parent program. As part of the Hill's New Pet Parent program, you will receive an email with a link to Hill's New Pet Parent website, and more information about the Hill's food, the Adoption Kit and other tips for new pet parents. If at any time you wish to no longer receive emails about the Hill's New Pet Parent program, you may opt-out at the link at the bottom of the emails, or otherwise contact Hill's at Hills_Corporate_Consumer_Affairs@hillspet.com or call 1-800-445-5777.*

- *We suggest that you continue feeding "Pet's name" Hill's Science Diet:*
  - *Continuity and consistency of food helps avoid the stress of switching*
  - *While feeding Science Diet, you are offering "Pet's name" a pet food that is or has:*
    - *#1 veterinarian recommended*
    - *Precise nutrition supports healthy skin, coat & stool*
    - *Clinically-proven antioxidants for a healthy immune system**
    - *Unique foods for healthy dogs and cats of every age, size and need*
    - *Natural, great tasting ingredients**
    - *Not artificially colored, flavored, or preserved**
    - *Made in the USA with global ingredients you can trust*
  - *Here is a starter bag for "Pet's Name." It contains:*
    - *approximately 1 week of food*
    - *as well as a $5 coupon for your first purchase of any Hill's® pet food product.*
  - *We also suggest that you visit Hill's New Pet Parent website for additional offers.*
- *When you choose Hill's® brands, you help our shelter and the Hill's Food, Shelter & Love® program!*
- *Would you like to be signed up for the Hill's New Pet Parent program and other offers and promotions from Hill's?*

*Dry foods only

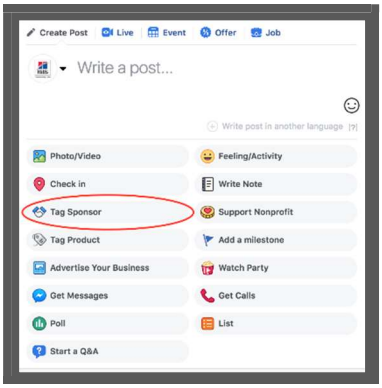
B. COMMUNICATIONS

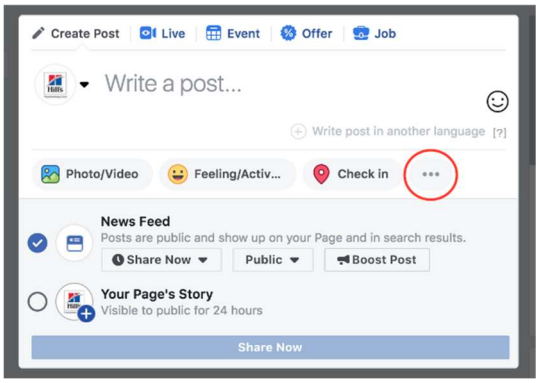
Objective

- Shelter's social media communication will focus on the pets & Shelter as the story heroes.
- Hill's will be introduced in a supporting role, via Hill's Food, Shelter & Love program.

Form, Content & Tone

- Shelter communications shall be sent via social media platforms (i.e., not via emails); and shall comply with all applicable laws and website terms of use or service in posting social media communications.
- Shelter communication is based on a true & authentic Shelter story.
- Shelter produces the communication based upon its own brand equity, brand persona & tone.
- Shelter's communication will be posted on any of the following social platforms, in order of preference: Instagram, Facebook, Twitter.
- The communication will reference one of the following brands, based upon content:
    - Hill's Pet Nutrition
    - Hill's Science Diet
    - Hill's Prescription Diet
    - Hill's Food, Shelter & Love
- Shelter will tag Hill's in the content
    - If using Instagram or Facebook, use the Branded Content Tool to indicate our partnership
        - Link references provided: https://www.facebook.com/facebookmedia/solutions/branded-content
        - https://www.facebook.com/business/help/581962938807114
    - Include both #HillsFoodShelterLove and #HillsTransformingLives at the end of the communication.





Social Activations

- Step 1: Shelter will post communications on its social digital assets.
- Step 2: Hill's will choose select shelter posts and share periodically.

Suggested Ideas for Social Media Communication Content

- Pet ready for home, shelter adoption events
- Pet feeding time, treat moment
- Pet training, pet exercise, pet play time
- Pet recovery
- Community support, etc…
- Volunteer spotlight
- Disaster relief
- Shelter events that Hill's co-sponsors

Communication examples

Are they looking lovingly at each other or their lunch?
Hill's Pet Nutrition
#HillsFoodShelterLove
#HillsTransformingLives



There's still time to get all the love at half the price! Today is the last day of our adult cat adoption promotion where adult cat adoption fees are reduced by 50%. Thank you to everyone that has adopted their new furry friend!

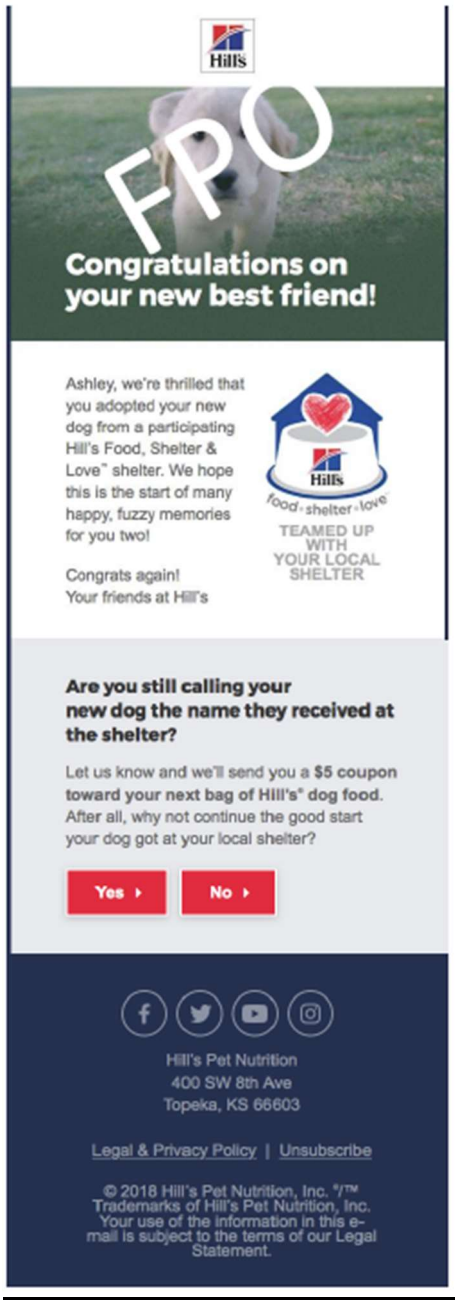
Stop by today and meet your new furry family member. Presented by Hill's Pet Nutrition
#HillsFoodShelterLove
#HillsTransformingLives



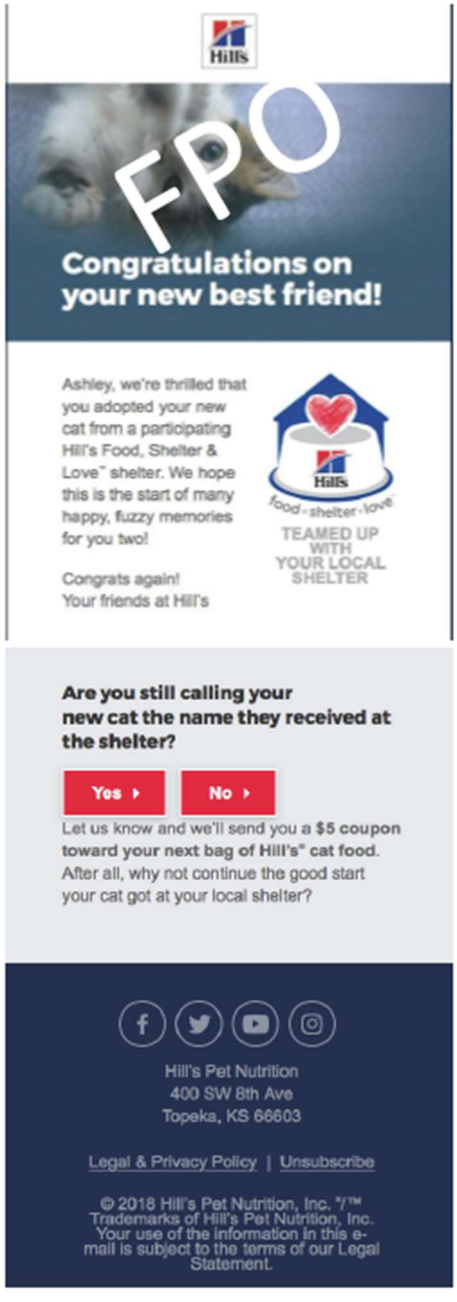
C. EXAMPLE OF EMAIL TO NEW ADOPTERS

- The latest version of the "Thank you for adopting!" email is available on the shelter portal.

Dog Version: Not final copy



Cat Version: Not final copy



APPENDIX E
Data Privacy and Security

During the course of providing Services, Shelter may obtain, access or otherwise Process Personal Data. Shelter agrees to protect all Personal Data as detailed in this Appendix.

1) DEFINITIONS

a) "**Applicable Privacy Laws**" means all applicable privacy, information security, data protection, and data breach notification laws and regulations.

b) "**Personal Data**" means any information in any form, format or media (including paper, electronic and other records), that identifies an individual or relates to an identifiable individual that (i) is provided by or on behalf of Company (or its employees, contractors or agents), (ii) Shelter provided to or obtained for Company or (iii) Shelter Processes, in each case, in connection with the Services.

c) "**Process**" or "**Processing**" or **"Processed"** means the collection, recording, organization, structuring, alteration, use, access, disclosure, copying, transfer, storage, deletion, combination, restriction, adaptation, retrieval, consultation, destruction, disposal or other use of Personal Data. The applicable SOW describes the scope of the Shelter's Processing.

d) "**Security Incident**" means any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, destruction of or damage to Personal Data, or any other unauthorized Processing of Personal Data.

2) DATA PROCESSING AND PROTECTION

a) **Compliance with Applicable Privacy Laws**. Shelter will comply with Applicable Privacy Laws relating to Shelter's performance under this Agreement and each applicable SOW.

b) **Limitations on Use.** Shelter will Process Personal Data only on Company's behalf to deliver Services in accordance with this Agreement or Company's other documented instructions, whether in written or electronic form, such as an applicable SOW. The duration of the Processing will be the same as the duration of this Agreement or applicable SOW, if any, except as otherwise agreed to in this Agreement, the applicable SOW, or in writing by the Parties.

c) **Data Integrity**. Shelter will ensure that all Personal Data created or maintained by Shelter on Company's behalf is accurate and, where appropriate, kept up to date, and will erase or rectify inaccurate or incomplete Personal Data in accordance with Company's instructions.

d) **Subcontracting.** Notwithstanding, and expressly in limitation of, anything to the contrary in the Agreement, Shelter will not disclose or transfer Personal Data to, or allow access to Personal Data by, (each, a "**Disclosure**") any third party without Company's express prior written consent; provided, however, that Shelter may Disclose Personal Data to its affiliates and subcontractors for purposes of providing the Services to Company. Shelter will, prior to any Disclosure, ensure that such third party is bound by contractual obligations that are at least as restrictive as this Appendix. A copy of such contractual obligations will be provided to Company upon request. Shelter will be liable for all actions by such third parties with respect to such Personal Data so Disclosed.

e) **Requests or Complaints from Individuals.** Shelter will notify Company in writing, without undue delay (and in any event within 24 hours), unless specifically prohibited by laws applicable

to Shelter, if Shelter receives: (i) any requests from an individual with respect to Personal Data Processed by or on behalf of Shelter, such as opt-out requests, requests for access and/or rectification, erasure, restriction, requests for data portability, and all similar requests; or (ii) any complaint relating to the Processing of Personal Data, including allegations that the Processing infringes on an individual's rights.

f) **Audit.** Shelter will provide to Company, its authorized representatives, and such independent inspection body as Company may appoint, for the purpose of auditing Shelter's compliance with its obligations under this Appendix, on reasonable notice: (i) access to Shelter's information, processing premises, and records; (ii) reasonable assistance and cooperation of Shelter Personnel; and (iii) reasonable facilities at Shelter's premises.

g) **Regulatory Investigations.** Upon request by Company, Shelter will assist and support Company in the event of an investigation by any regulator or authority, including a data protection authority, if and to the extent that such investigation relates to Personal Data Processed by Shelter on Company's behalf in accordance with this Appendix.

h) **Security Incident.** Shelter will notify Company in writing without undue delay (and in any event within 24 hours) whenever Shelter reasonably believes a Security Incident has occurred. After providing notice, Shelter will investigate the Security Incident, take all necessary steps to eliminate or contain the exposure of the Personal Data, and keep Company informed of the status of the Security Incident and all related matters. Shelter further agrees to provide reasonable assistance and cooperation requested by Company and/or Company's designated representatives, in the furtherance of any correction, remediation or investigation of any Security Incident and the mitigation of any potential damage.

i) **Return or Disposal of Personal Data.** Upon termination or expiration of its obligations under this Agreement or upon request of Company, whichever comes first, Shelter shall (i) cease all Processing of and return to Company or, at the written request of Company, securely dispose of or securely destroy all Personal Data in the custody and control of the Shelter (or agents or subcontractors, as applicable), in each case using appropriate physical, administrative and technical safeguards to protect such Personal Data against loss, theft and unauthorized access, disclosure, copying, use, or modification, and (ii) certify to Company, in writing, that Shelter has complied with its obligations under this Section.

j) **Assistance.** Shelter will provide appropriate information and assistance requested by Company to demonstrate Shelter's compliance with its obligations under this Appendix and assist Company in meeting its obligations under Applicable Privacy Laws. In addition, when Shelter is responding to Company's requests, Shelter will inform Company if Shelter believes that any Company instructions regarding the Processing of Personal Data would violate applicable law.

3) **AMENDMENT.** In the event that this Appendix, or any actions to be taken or contemplated to be taken in performance of this Appendix, do not or would not satisfy either party's obligations under Applicable Privacy Laws, the parties will negotiate in good faith to execute an appropriate amendment to this Appendix.

4) **SURVIVAL.** The obligations of Shelter under this Appendix will continue for so long as Shelter continues to Process or possess Personal Data, even if all agreements between Shelter and Company have expired or have been terminated.

5) **PERSONAL DATA PROVIDED BY SHELTER**. As part of the Services provided under this Agreement, Shelter may provide Company with Personal Data. Shelter represents and warrants that: (a) it has collected all such Personal Data in compliance with all applicable laws; (b) where required by law, it has provided notices to and received consents from individuals and that such notices or consents include the intended uses or disclosures of the Personal Data under this Agreement (including Processing by the Company for direct marketing to individuals); and (c) its sharing of Personal Data with Company and Company's use of Personal Data in accordance with the terms of this Agreement will not violate any Applicable Privacy Laws.

APPENDIX F

HILL'S PET NUTRITION, INC. AND ITS SUBSIDIARIES

GLOBAL ANTI-BRIBERY POLICY

Our Anti-Bribery Commitment

Hill's Pet Nutrition's ("Hill's") commitment to dealing legally and ethically applies worldwide. We comply with all applicable anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), everywhere we do business, and we expect the same of the third parties with whom we work. While the FCPA prohibits, among other things, bribery of foreign government officials and entities, other anti-bribery laws, like the UK Bribery Act, prohibit commercial bribery between private individuals and entities.

Hill's people and any third parties acting on our behalf or in connection with our business are prohibited from giving or offering anything of value directly or indirectly to any government official or entity, or to any private individual or entity, in order to improperly obtain or retain any business advantage or to improperly affect any act or decision.

This prohibition includes any facilitating, expediting or "grease" payments made to government officials, either directly or indirectly, in order to expedite any official service or function (for example, small payments made to an official to move Hill's application to the front of the line or to shorten the time frame in which services or other actions are provided). Any official fees supported by government-issued receipts do not qualify as improper payments.

Maintaining Accurate Books and Records

No payment by or on behalf of the Company shall be approved or made if any part of the payment is to be used for an unlawful or improper purpose, or for any purpose other than that described by valid documents supporting the payment. No false or misleading entries should be made in any books or financial records of the Company for any reason.

Any expenses that an employee or third party incurs on Hill's behalf or in connection with our business shall not be reimbursable unless they are lawful and supported by detailed documentation including, for example, valid invoices or receipts.

Expenditures Related to Government Officials

No funds may be provided to or spent on behalf of a government official or entity, directly or indirectly, without advance written approval from Hill's Global Legal Organization. This includes any payments, gifts, donations, entertainment, travel, meals, or other items of value. (For additional information, please review the Global Policy on Expenditures Related to Government Officials & Governments.) Advance approval is not required for official fees supported by government-issued receipts (e.g., permit or license fees).

Please note that the term "government official" is widely defined and may include individuals who are employed by any public or state-affiliated institution or organization or who act in an official capacity in any way, whether full-time, part-time or unpaid. Government officials can be found in every branch and level of government and public life and may include anyone from low-level customs employees, to employees of state-owned media outlets, to high-ranking lawmakers, as well as researchers, professors, teachers, dentists, veterinarians, or other professionals and Key Thought Leaders. If you are in doubt as to whether an individual could be considered a government official, you should contact Hill's Global Legal Organization.

Commercial Bribery

In addition to prohibiting bribery of government officials, Hill's also prohibits its employees and third parties from engaging in bribery of private parties. You should not seek to improperly influence the judgment or conduct of any party with whom you might be conducting Company business by offering or providing any payments, gifts or other benefits, or by any other unlawful inducement.

Our Expectations

Hill's reputation depends on the conduct of our employees as well as the conduct of those with whom we do business. It is our goal to ensure that Hill's people and the third parties with whom we work reflect the same high ethical standards and demonstrate a commitment to compliance with all applicable laws. We further expect our third parties to ensure that their employees and subcontractors understand and comply with this Anti-Bribery Policy.

Failure to comply with this Anti-Bribery Policy or any applicable anti-bribery laws, including but not limited to the FCPA, may result in civil or criminal penalties, as well as termination of the employment or business relationship.

Commissioners Court - Regular Session **25.**

Meeting Date: 05/05/2020

Animal Shelter Salt Contract

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 agreement between Culligan and Williamson County for salt delivery in the amount of $533.46 per delivery, and authorizing execution of the agreement.

Background

Approval of this agreement will support the operations of the Williamson County Regional Animal Shelter. Agreement is for will call delivery of salt. Each delivery will be for 63 bags @$8.42 per bag plus and $3.00 delivery fee for a total of $533.46 per delivery. Legal and contract audit have both reviewed the agreement. This expenditure will be charged to 01.0545.0545.004510. Department contact is Linda Gunter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/30/2020 08:42 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 08:53 AM
Form Started By: Erica Smith		Started On: 04/27/2020 09:44 AM
Final Approval Date: 04/30/2020		

Culligan®

CUSTOMER ORDER

FOR OFFICE USE ONLY:
Acct # _____ Initial _____

DATE: 4/21/2020 INSTALL DATE: _____

NAME: Williamson County Regional Animal Shelter (Linda Gunter)

ADDRESS: 1855 SE Inner Loop

PO BOX: _____

CITY: Georgetown ST TX ZIP 78626

PHONE #: PRIMARY (512)943-3567 SECONDARY _____

EMAIL ADDRESS: lgunter@wilco.org

BILL TO: _____

SSN: _____

DIRECTIONS: _____

MAPCO COOR: _____ TOWNSHIP: _____

Private Home ☐ Apartment ☐ Commercial ☑ Municipal Supply ☐ Private Well ☐

Occupants _____ Bathrooms _____ Automatic Washer ☐ Dishwasher ☐

Estimate Water Usage _____ gal. per _____ Describe Odor _____

Bacteria _____ pH _____ TDS _____ Other _____ Hardness _____

Total Iron _____ Oxidized Iron _____ Soluble Iron _____ Chlorine _____ T/F

Nitrates _____ Arsenic _____

Pump Pressure Range _____ to _____ psi. Flow Rate _____ gpm

LIMITATIONS: VARIATIONS IN YOUR WATER SUPPLY FROM THE ABOVE ANALYSIS MAY AFFECT THE PERFORMANCE OF THIS EQUIPMENT. ADJUSTMENTS AND/OR ADDITIONAL EQUIPMENT MAY BE REQUIRED. THESE WILL BE PROVIDED AT OUR PREVAILING RATES.

PURCHASE ☐ RENTAL ☐ CREDIT SCORE:

Model	Description	Price
	Solar Salt 63 bags @$8.42	$ 530.46
	Delivery Fee	3.00
Salt	lbs. @ $ per	
Installation Charge		
Disposal Fee		~~$ 79.00~~
Bottle Deposit/Credit		
Security Deposit		
Coupons		
Other		
	SUBTOTAL	$
Tax		
	TOTAL CHARGES	$ 533.46
Less received with order Cash ☐ Check # ☐ CC ☐		
	BALANCE DUE	$ 533.46

Initial To Accept

NA Gold Seal Plan
see contract for details

☐ Home Salt/Bottled Water Delivery Program
Freq. Will Call Route # _____

NA Term of equipment lease/rental is ____ months. Equipment may be subject to state sales tax. The total amount of lease/rental agreement may be billed if term stated is not fulfilled.

NA After initial term, service is provided on a month-to-month basis. One month's notice is required for removal or change of service rate. Service is billed in advance.

NA Customer can apply 3 months of rental payments toward purchase of new equipment. This offer cannot be combined with other offers and is only valid within the first year from this contract date.

☐ I would like to receive paper statements and accept the $2 per month paper statement charge.

Special Instructions:
Will call salt delivery route. 1 pallet (63 bags) delivered each delivery. Tax exempt organization.

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

THE TERMS OF THIS AGREEMENT ARE PRINTED ON BOTH SIDES OF THIS PAGE

DRIESSEN WATER, INC

Dealership

505 W. Yager Lane

Address

Austin TX 78753

City State Zip Code

Robin Mangon

Representative Dealer Approval

BY SIGNING BELOW YOU CONSENT TO US OBTAINING YOUR CREDIT REPORT IF NEEDED FOR OUR FILES.

Customer's Signature Date

THIS ORDER SUBJECT TO TERMS AND CONDITIONS STATED ON REVERSE SIDE.
CULLIGAN DEALERSHIPS ARE INDEPENDENTLY OPERATED

Rev (4/15)

NOTICE OF CANCELLATION
I ACKNOWLEDGE RECEIPT OF TWO COMPLETED COPIES OF THIS NOTICE OF CANCELLATION X DATE / / GOODS OR SERVICES _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANITALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO: DRIESSEN WATER, INC.

NOT LATER THAN MIDNIGHT OF / /

I HEREBY CANCEL THIS TRANSACTION _____ SIGNATURE DATE / /

CULLIGAN EQUIPMENT SERVICE/SALES: GENERAL TERMS AND CONDITIONS

THIS ORDER INCLUDES INFORMATION REQUIRED BY STATE AND FEDERAL LAW

1. ACCEPTANCE. By signing the front of this Customer Order (Order), you accept the equipment and/or services described there and agree to be bound by the following terms and conditions. This order is the entire contract between you and the Culligan dealer (Dealer). No promise, statement or representation by any of Dealer's agents or employees will be binding upon Dealer unless it appears in this Order. Also, no promise, statement or representation of any of Dealer's agents or employees will relieve you of any obligations you undertake with this Order.

2. PAYMENT; SERVICE CHARGE. You agree to promptly pay all amounts due under this order. If you fail to do so, you agree to pay all costs of collection proceedings including the cost for reasonable attorney's fees.

A SERVICE CHARGE at the ANNUAL PERCENTAGE RATE OF 18% (1.5% per month) or the highest rate permitted by law, whichever rate is lower, will be imposed on all amounts that are past due when they are outstanding for at least 30 days. There is a minimum service charge. Finance charges are imposed on a past due amount on the first of the month. If your account is past due for more than 30 days on the first of the month, a finance charge will be imposed on that amount. You will avoid finance charges by paying in full before the first of each month. Dealer will apply your payments first to pay any finance charges, and second to pay the principal amount. Your finance charge is based on your last principal balance not including prior finance charges.

3. ENTRY. By signing this Order, you authorize Dealer to: (a) enter the premises to install and service the equipment, (b) do work on, or make changes to your premises, if installation or service of equipment is part of this Order. Your authorization permits Dealer to enter whenever Dealer considers it necessary or convenient to accomplish the purpose of this Order. If Dealer is required to make additional trips to the equipment installation site because the equipment is inaccessible, then Dealer, at its option, may impose its prevailing special trip fee.

If this Order authorizes Dealer to furnish you a rental service, by signing this Order, you authorize Dealer to enter the premises when this Order is terminated to remove the equipment. Dealer will make reasonable efforts to arrange a mutually convenient time to enter the premises and remove the equipment.

4. PLUMBING SYSTEM. The installation of equipment does not include any repairs to your plumbing system. Replacement of gate valves or draining down of pressure tanks, for example, is not included in this Order. Anything that would be considered a repair to your plumbing system will be billed as an extra expense at regular and customary rates. Dealer reserves the right to decline to make repairs and to refer you to a licensed plumber. The installation and materials for both sold and rented equipment become the property of the customer. This includes any piping, valves, bypasses, etc. that become a permanent part of the plumbing system.

5. MAINTENANCE. It is important that this equipment be maintained according to manufacturer instructions, including replacement of filters and other components, and regular sanitary maintenance of bottled water coolers and drinking water systems.

If your water quality, water consumption, water pressure or flow rate change, or if maintenance of the equipment is affected by external factors such as sand or sediment or an inadequate water supply, different or additional equipment may be required. At your request, Dealer will furnish the required equipment at Dealer's customary charges then in effect.

6. LIMITED WARRANTY/LIMITATION OF LIABILITY. Manufacturer's limited warranty applies. Dealer's obligation under this warranty is limited to repair or replacement (at Dealer's option, as manufacturer provides) of equipment or other materials provided by Dealer that Dealer reasonably determines are defective in material or workmanship, as long as you notify Dealer within a reasonable period of the alleged defect.

This warranty will apply only if the Culligan equipment or other materials furnished under this Order are: (a) used in a manner that strictly conforms to the written operating instructions furnished by Dealer; and (b) with supplies, system elements or components that are technically satisfactory for use with Culligan products. This warranty will not apply if the equipment or materials have been modified, repaired or tampered with by anyone who is not authorized by Dealer. In addition, this warranty will not apply if the equipment or materials have been subject to negligence or misuse committed by anyone, other than Dealer's employees or accident.

If you have purchased equipment with this Order and you have requested Dealer to do so, Dealer has made available for your inspection a copy of the applicable warranty prior to purchase. Dealer will provide you with the warranty when the equipment is installed. To the extent specifically stated in the manufacturer's warranty or on the front of this Order, Dealer warrants any labor provided under this warranty for the period stated.

To the extent permitted by law, Dealer and Culligan International Company disclaim all implied warranties including, without limitation, warranties of merchantability and fitness for particular purpose; to the extent permitted by law any such implied warranties are limited in duration to the periods and for the parts specified in the manufacturer's limited warranty and this Order.

Your sole remedy against Dealer, Culligan International Company and its related companies for products, services and work furnished under this Order is under the warranty stated above. This limitation applies to remedies arising out of this Order or otherwise in connection with the equipment, other materials or services provided by Dealer. In no event shall Dealer, Culligan International Company or its related companies be liable to you for damages of any nature, including but not limited to direct, incidental, consequential, special, general or otherwise (including but not limited to property damage), except as specifically stated in this Order.

ANY ACTION RESULTING FROM THE DELIVERY TO YOU OF GOODS OR SERVICES UNDER THIS ORDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE SERVICE OR DELIVERY OCCURRED.

YOU ASSUME ALL LIABILITY FOR INJURY OR DAMAGE TO OR ARISING OUT OF POSSESSION, USE OR CONTROL OF EQUIPMENT OR RENTAL EQUIPMENT OR SERVICE, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE OR MOLD RELATED EXPENSES. YOU AGREE TO OBTAIN INSURANCE TO COVER ANY SUCH LIABILITIES. DEALER IS NOT RESPONSIBLE FOR LEAKS FROM PIPING OR TUBING OR FOR WATER DAMAGE FROM ANY EQUIPMENT REPAIRED OR INSTALLED AFTER A 30 DAY PERIOD OF ANY SUCH SERVICE.

7. CANCELLATION. EXCEPT AS PROVIDED IN THE NOTICE OF CANCELLATION on the front of this Order, if you cancel this Order, you agree to pay any time and material charges incurred by Dealer.

8. SECURITY DEPOSIT. If the front of this Order indicates you have paid a security deposit, you will not use it to apply to any payments due now or in the future. The deposit will be held by Dealer as security for your full compliance with terms of this Order and will not accrue interest. The security deposit will be returned to you within 30 days of termination of this Order as long as you have fully complied with the terms of this Order.

9. MAINTENANCE RESPONSIBILITIES. FOR RENTAL EQUIPMENT You are responsible for the following maintenance of the equipment: repair of damage due to your misuse or negligence, humidity, condensation, freezing, fire or other catastrophe, loss or damage due to theft or causes beyond Dealer's control and maintenance of an adequate supply and type of salt and/or chemical. If the equipment requires maintenance or repair for which you are responsible, you agree to pay for its replacement or repair by Dealer, at Dealer's prevailing rates.

Dealer is responsible for repairing damage to the equipment from ordinary use if the equipment is not functional without such repairs, but only if you notify Dealer within 48 hours after failure or commencement of leak, such as with drinking systems under a sink. Any of the following acts will be considered to have caused unreasonable or excessive wear and use of the equipment: repair or alteration by unauthorized persons; relocation from the original site of installation; intentional or negligent damage; damage beyond Dealer's control, or altering property near equipment. Under no circumstances are repairs, medical expenses, living expenses or any other expenses due to mold covered by dealer.

10. EXCLUDED SERVICE. The rental charge does not include setting time clocks or emptying salt into the salt barrel/brine tank. If you use salt that is not purchased from Dealer in this equipment and a service call is required because the salt is not technically satisfactory for use with this equipment, you agree to pay the costs of the service call.

Services or maintenance on or to the equipment provided under this Order will be provided by Dealer without charge only during normal business hours. Service that is requested and performed outside of normal business hours will, if Dealer chooses, be billed to you at prevailing service rates.

11. TITLE TO EQUIPMENT. Dealer will always own the rental equipment provided to you and it shall not be considered part of the real estate. You will take all reasonable steps to assure the equipment is not considered part of the real estate.

12. TERM. The equipment services provided to you as part of this Order are for the term stated on the front of this Order. If no term is stated there, the equipment services shall continue on a month-to-month basis. Dealer may change the rental or service rate. If you do not wish to continue with this Order under the new rate, you may cancel this Order if you give 10 days prior written notice to Dealer at the address given on the front of this Order.

13. TERMINATION AND DEFAULT. (a) You may terminate this Order upon payment of all unpaid payments, any applicable cancellation charge (see (b) below) and return of the equipment. If you move, Dealer must be provided with 30 days previous notice. Your final periodic payment will then be pro-rated. You must tell all realtors and any prospective purchaser or tenant that Dealer owns the equipment if it is rented.

(b) If the front of this Order states that it is for a specified term and you terminate this Order prior to the end of that term, then Dealer, at its option, may assess a cancellation charge. The cancellation charge will equal the difference between the amount you actually paid under this Order and the month-to-month service rate multiplied by the number of months that the Dealer agreed to provided the service.

(c) Dealer may terminate this Order without cause any time after giving you 30 days prior written notice. If that happens, Dealer shall be entitled to return of the equipment, all unpaid payments up to the date of removal of the equipment and any reasonable costs, including attorney's fees of collection of payments and repossession of the equipment.

(d) If you fail to make the equipment available to Dealer for removal from your premises upon termination of this Order or if you fail to tell a new owner or occupant of the property that you do not own the equipment, you agree to pay Dealer its value (fair market value including ordinary wear and use). If you disagree with the value determined by Dealer, you may obtain, at your expense, a professional appraisal of the value by an independent third party agreeable to both you and Dealer. The appraised value will then be used as the value.

14. CPI CLAUSE. The CPI Base Index: The Base Index shall be current index as of the date of Delivery. Notwithstanding anything in otherwise stated within the contract the CPI index will be applied based on the national CPI Index to the rental/leased rate upon the anniversary of the contract. CPI exceeding 2% will be discussed with consumer prior to being applied.

☐ Customer Initials

Commissioners Court - Regular Session **26.**

Meeting Date: 05/05/2020

Use of vacant space by Elections Department

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on allowing the Williamson County Elections Department to use the vacant space at 909 S. Austin Avenue, Georgetown, Texas for election services in relation to the July 14th Runoff election and the November 3rd General Election.

Background

The Elections Department's space is currently undergoing an extensive remodel project at the Inner Loop Annex. While this project is in process, the Elections Department is in need of alternative space to prepare for the upcoming July 14, 2020 Democratic Primary election, as well as the November 3, 202 General election. The currently vacant space at 909 S. Austin Avenue in Georgetown has been toured and would sufficiently meet the needs of the Election Department at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/24/2020 11:31 AM
Form Started By: Jenifer Favreau		Started On: 04/24/2020 10:43 AM
Final Approval Date: 04/24/2020		

Commissioners Court - Regular Session **27.**

Meeting Date: 05/05/2020

Acceptance of Nondisclosure and Confidentiality Agreement

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of Nondisclosure and Confidentiality Agreement with Tenex Software Solutions, Inc., a potential vendor, to allow the Elections Department a two-week trial of an epollbook solution. Acceptance of this agreement is not an actual commitment to purchase any product, but would only allow for a review of the product.

Background

The Elections Department is in the process of researching upgrades to our voter check-in epollbook equipment. It is important for the Elections Department to be able to demonstrate each potential system to verify compatibility with current voter registration databases, pollworker usability, voter experience and also to ensure any potential system is in compliance with Texas Secretary of State requirements. In order to provide the Elections Department with a system to demonstrate for a two-week period, Tenex Software Solutions, Inc. is requesting a Nondisclosure and Confidentiality Agreement to protect the confidentiality of their proprietary information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tenex_NDA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 04:57 PM
Form Started By: Jenifer Favreau		Started On: 04/30/2020 04:43 PM
Final Approval Date: 04/30/2020		

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

The Parties. this Nondisclosure and Confidentiality Agreement (the "Agreement") is entered into on this 27th day of April 2020 by and between TENEX SOFTWARE SOLUTIONS, Inc. ("Releasor"), and Williamson County, TX ("Recipient").

Releasor described as a business entity known as Tenex Software Solutions ("Releasor")
AND
Recipient described as a government entity known as Williamson County, TX or Williamson County Elections Department.

WITNESSETH

WHEREAS, each party is willing to make available or disclose its Confidential Information (as defined below) (the "Releasor") to the other party (the "Recipient"), but only if the Recipient which the Confidential Information is disclosed agrees to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

***Confidential Information*.**

1. Confidential Information. The term "Confidential Information" shall include all information prepared by and/or delivered or disclosed by a Releasor to the Recipient and all notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by the Recipient which contain or are derived from, in whole or in part, the Confidential Information of the Releasor.

"Confidential Information" shall not include information which (i) is in or comes into the public domain other than as a result of a disclosure by the Recipient, (ii) was within the Recipient possession prior to it being furnished to the Recipient by or on behalf of the Releasor pursuant hereto, (iii) becomes available to the Receiving from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with, or by a fiduciary or legal obligation to, the Recipient, the Disclosing Party, or any other party with respect to such information, or (iv) the Recipient can prove was independently developed by the Recipient without use of or reference to the Confidential Information.

***Limitation on Use of Confidential Information*.**

2. Limitation on use of Confidential Information. Each Recipient agrees (i) that it shall use the Confidential Information solely for purposes of understanding and selecting an electronic poll book, (ii) that it will not, except as contemplated by this Agreement and required by law, disclose any of the

Confidential Information of the Releasor in any manner whatsoever; provided, however, that the Recipient may make any disclosure of such Confidential Information with respect to which the Releasor gives its prior written consent. Confidential information includes ANY information on the Tenex proprietary electronic poll book system, backend management, integrations, hardware, software and screen layout/workflows. **The term of use will be of two-week time period starting on the date the equipment is received by the Recipient. Any extension requesting more time, must be requested in writing per section 6. Notice.**

***Other Nondisclosures*.**

3. Other nondisclosures. Each party hereto agrees that, without the prior written consent of the other party, it will disclose to any other person the fact that the Confidential Information has been made available to it, or any of the terms, conditions or other facts with respect thereto (including the status thereof), unless in the written opinion of counsel, such disclosure is required by law and then only with as much prior written notice to such other party as is practical under the circumstances.

***Return of Confidential Information*.**

4. Return of Confidential Information. At any time upon the request of the Releasor for any reason, the Recipient will promptly deliver and return all data (and all copies thereof) furnished or disclosed to the Recipient pursuant hereto and destroy all written Confidential Information disclosed to or received by it or its Representatives. Notwithstanding the return or destruction of written Confidential Information, the Recipient will continue to be bound by its obligations of confidentiality and use hereunder with respect to all Confidential Information.

Venue and Governing Law.

5. Return of Confidential Information. This Agreement shall be governed by and construed in accordance with the laws in the State of Texas. Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Notice.

6. Notice. Any notice provided in this Agreement must be in writing and must be either in electronic mail (email) or U.S. postal mail for any extension of use on the equipment being provided.

No Waivers.

7. No Waivers. It is understood and agreed that no failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

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

Effect of Breach and Remedies.

8. Effect of Breach and Remedies. To the extent authorized under Texas law each party hereto shall assume liability for and indemnify the other party with respect to any and all damages, losses, costs and expenses including, without limitation, reasonable attorney fees arising from any breach of this Agreement by such party that would be a breach of this Agreement if committed directly by such party, including, without limitation, unauthorized use of the Confidential Information. Each party hereto further recognizes and acknowledges that any such breach or threatened breach may result in irreparable injury to the other party for which monetary damages may be an inadequate remedy, and agrees that such other party shall be entitled without proving monetary damages to temporary and permanent injunctions restraining such breach or threatened breach.

Effect of Invalidity or Unenforceability.

9. Effect of Invalidity or Unenforceability. In the event that any provision of this letter agreement shall for any reason be adjudged by a court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect the remaining provisions of this letter agreement, and such court shall have the authority to modify a provision found to be invalid or unenforceable to the extent necessary to permit enforcement to the fullest extent possible.

Mediation.

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

Proprietary Information and Texas Public Information Act.

10. Proprietary Information and Texas Public Information Act: All material submitted to Recipient shall become public property and subject to the Texas Public Information Act upon receipt. If a Releasor does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Recipient will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Releasor, Recipient may choose to place such information on Recipient's website and/or a similar public database without obtaining any type of prior consent from the Releasor.

Headings.

11. Headings. The headings preceding the paragraphs hereof are set forth herein for convenience and ease of reference purposes only and shall not affect the meaning or interpretation of the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

TENEX SOFWARE SOLUTIONS, INC.	WILLIAMSON COUNTY, TX
Ravi Kallem	
By: Ravi Kallem	By:
Title: President	Title:
Date: 4/30/2020	Date:

Commissioners Court - Regular Session **28.**

Meeting Date: 05/05/2020

Elections Pitney Bowes Postage Meter Lease

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 lease agreement between Pitney Bowes, Inc. and Williamson County for a postage meter lease in the amount of $314.02 per month, pursuant to BuyBoard Contract #576-18, and authorizing execution of the lease.

Background

Approval of this lease will support the operations of the Williamson County Elections Department. Lease is for 60 months at a monthly rate of $314.02 monthly billed quarterly at $942.06. Legal and the Auditor's office have reviewed the lease. This expenditure will be charged to 01.0100.0492.004216. Department contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/30/2020 08:44 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 09:08 AM
Form Started By: Erica Smith		Started On: 04/27/2020 09:45 AM
Final Approval Date: 04/30/2020		

pitney bowes

State and Local Fair Market Value Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

WILLIAMSON COUNTY ELECTIONS

Tax ID # (FEIN/TIN)

7460009784

Sold-To: Address

301 SE INNER LOOPSTE 104, GEORGETOWN, TX, 78626-8207, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Sherri Blackman	(951) 961-0036	0016662587

Bill-To: Address

PO BOX 209, GEORGETOWN, TX, 78627-0209, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Sherri Blackman	(951) 961-0036	0016662581	sherri.blackman@wilco.org

Ship-To: Address

301 SE INNER LOOPSTE 104, GEORGETOWN, TX, 78626-8207, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Sherri Blackman	(951) 961-0036	0016662587

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWW	10lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
	APAS	Sendpro P2000/500W GCS Identifier
1	APK2	SendPro P Series Basic Label Printer Pkg
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P2000 Basic (145/70LPM)
1	M9SS	Mailstream Intellilink Services
1	ME1C	Meter Equipment - P Series, LV
1	MSD1	10" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for Sendpro P2000 Basic/500W
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	**Initial Payment Amount:**	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 314.02**	**$ 942.06**

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

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

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

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

576-18
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Roger Donohue
Pitney Bowes Signature

Roger Donohue
Print Name

Operations Manager
Title

4/21/20
Date

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

Sales Information

Account Rep Name	Email Address	PBGFS Acceptance
Philip Ward	philip.ward@pb.com	

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See Pitney Bowes Terms for additional terms and conditions

Pitney Bowes Confidential Information

Commissioners Court - Regular Session **29.**

Meeting Date: 05/05/2020

Exchange Upgrade for Williamson County

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the service contract between Williamson County and Catapult Systems, LLC to upgrade existing Exchange Hybrid Servers at the request of the IT Department in the amount of $12,950, per DIR contract #DIR-TSO-3843, and authorizing execution of the agreement.

Background

This agreement allows IT Department to upgrade Exchange Hybrid Servers and clean up some legacy configurations that are no longer necessary. Department point of contact is Richard Semple. Funding Source 01.0100.0503.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/29/2020 09:51 PM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 09:54 PM
Form Started By: Andrew Portillo		Started On: 04/27/2020 11:19 AM
Final Approval Date: 04/29/2020		

Statement of Work

Catapult Systems, LLC

Exchange Upgrade for Williamson County

4/09/20

Submitted by:

Catapult Systems, LLC

1221 MoPac Expy, #350
Austin, TX 78746

Submitted to:

Williamson County

Inner Loop Annex
GIS Department
301 SE Inner Loop, Suite 107
Georgetown, TX 78626

This Statement of Work (SOW) represents an agreement between Williamson County (Client) and Catapult Systems, LLC (Catapult), and is subject to the terms and conditions specified below. The Attachment(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the any Appendices hereto, the terms of the body of this SOW shall prevail.

Engagement Overview

Client needs to upgrade its Exchange Hybrid Servers in order to stay current on the latest version of Exchange. Additionally, this upgrade will allow for cleanup of some legacy configurations that are no longer necessary.

Success Criteria

This project will be deemed successful when both Exchange Hybrid Servers in the Williamson County Exchange Organization have been upgraded to version 2019.

Solution Concept

The solution will include the installation and configuration of two new Exchange 2019 Hybrid Servers and the decommissioning of the existing three Exchange 2013 Servers. These new servers will serve as hybrid servers both for on-premise SMTP connectivity to Office 365 as well as for management points for user email address configuration on premise.

Additionally, Catapult will provide support after the solution is implemented.

Scope of Work

The Catapult team is responsible for the following work items to complete this engagement:

Discovery

- Review Simple Mail Transport Protocol (SMTP) relay config ((look at a device or application that relays and Domain Naming Service (DNS) configuration))
- Verify hostnames on Exchange servers today to plan out name cutover or if an additional certificate is necessary

- Identify the existing Exchange 2013 server that has patching issues and plan decommission before Exchange 2019 installation
    - Verify remaining servers have been patched to a supported version of Exchange for coexistence with Exchange 2019
        - Required min for each server: Exchange 2013 CU21 and Exchange 2016 CU11
- Verify AD FFL is 2012 R2 to allow for Exchange 2019 installation

Execution

- Install two Exchange 2019 Servers (License provided by Client)
- Clear or set SCP record to match existing config (autodiscover *should* be CNAME to O365)
- Deploy new Database Availability Group (DAG) with a single database using method supported by backup software
    - Non-CNO DAG is recommended but older backup software sometimes does not support this
    - Allocate minimal space with volumes that can be expanded
    - Continue to use existing witness server or add witness share to new system
    - No dedicated DAG replication network is needed (if that is currently in place)
- Copy receive connectors (non-default) over to both new Exchange Servers
- Move all remaining mailboxes to Exchange 2019 (System and User)
- Perform CAS cutover (all DNS names or load balancers updated to point to new Exchange 2019 Servers)
- Re-run Hybrid Configuration Wizard (HCW)
- Capture installation/configuration in as-built documentation

Decommission

- Review message tracking log for what connectors are being used for SMTP relay
- Decommission existing Exchange Server that has had issues applying cumulative updates
    - This task will happen prior to installing Exchange 2019 Servers as it will be a blocker
- Decommission remaining servers
    - Decom DAG/delete all DB copies
    - Uninstall Exchange (Client to decommission server joined to AD just like any other server lifecycle)

Post-Deployment Support

- Review existing processes dependent on Exchange for modification if needed
- As-Built documentation for Hybrid configuration and SMTP relay

Task List of Non-Technical Requirements

1. When Catapult Consultants are given user credentials in a Client ***Azure*** environment, they must associate their user credentials with Catapult Systems by adding Catapult's Headquarters Identification number (58153) into their existing user(s) credentials. This requires no action from the Client. When the Consultant's user credentials are disabled, the information will be removed
2. For all ***Azure*** projects, the Catapult Consultant will also assist Client with assigning Catapult as the Digital Partner of Record for Azure, following the steps outlined in Appendix A
3. When Catapult Consultants are working with a Client's ***O365*** or ***D365*** or ***PowerPlatform***, they must associate Catapult's Microsoft Partner number (1021570) with the Client at the subscription and workload level by submitting a claim through Microsoft's Partner Center. The Client will receive a notification from Microsoft providing them with the option to deny Catapult's influence with these technologies

Microsoft Online Services Partner Incentives Disclosure for Public Sector Entities - As a Microsoft Gold Partner in Cloud Platform and Cloud Productivity, Catapult Systems participates in a variety of Microsoft programs and initiatives which reward partners for enabling and enhancing the success of our mutual Clients. The Microsoft Partner Incentives Portfolio includes incentive programs through which Microsoft may provide the Partner with fees, commissions, or other compensation in connection with Microsoft products or services purchased or utilized by the Client. The Microsoft Partner Incentive program participation terms require that the Partner provide this information in writing when the Client is a US governmental or public sector entity. As such, this disclosure is being provided to you in accordance with program terms.

Client Participation

The Client team will participate in this engagement as follows:

1. Coordinate with Client resources and staff schedules
2. Exchange versions and Active Directory meet coexistence requirements
    - Active Directory Forest Functional Level is Windows Server 2012 R2
    - Exchange 2013 Cumulative Update 21 or Exchange 2016 Cumulative Update 11
    - Client to provide license keys for two (2) Exchange 2019 Servers
3. New Exchange Servers (VM) to be deployed prior to start of engagement
    - Two (2) new servers/VMs deployed using Window Server 2019
        - 2-4 CPU cores
        - 16GB of RAM
    - Storage Allocation (DB and Log volumes can start small and be expanded if needed)
        - 120-200GB OS/System/Paging volume
        - ~50-100GB DB volume (GPT) for DB - Same drive letter on each Server for DAG
        - ~50-100GB DB volume (GPT) for Logs - Same drive letter on each Server for DAG
4. Provision account for Catapult Consultant
    - Remote Access via VPN/Citrix/RDS with access to existing Exchange Servers and new servers as an admin
    - Enterprise/Domain/Schema Admin for Exchange prep/installation only
    - Member of Organization Management in Exchange on-prem
    - Account with Office 365 Global Admin Role for re-running Exchange Hybrid Configuration Wizard
5. Review and approve engagement deliverables
6. Provide Catapult with a list of the Client's Microsoft license subscriptions during the initial project kickoff meeting, or upon license purchase if later
7. Assign Catapult as the Digital Partner of Record (See Appendix A) for each applicable subscription in Microsoft's Client Portal within 10 days of initial project kickoff meeting, or after license purchase if later. Instructions included in Appendix A

Out of Scope

Deliverables and activities that are not identified in the Scope of Work Section of this document are out of scope unless accompanied by an approved Project Change Request.

The following items should be considered with respect to the overall Client objective but are not planned for this engagement:

1. Deploy Windows servers
2. Reconfigure mail routing other than replacing Exchange 2013 with Exchange 2019 and ensuring SMTP delivery to and from Office 365
3. Configure any policies for Exchange
4. Reconfigure Azure AD Connect

Deliverables

This engagement will produce the following deliverables:

#	Deliverable	Description
1	Exchange 2019 Hybrid "As Built" Document	Document comprising ~10 pages describing the as-built configuration for Exchange 2019 Hybrid Servers

Estimating Assumptions

The overall scope and related work estimates for this engagement were developed based on the following assumptions. Material changes to these assumptions may impact the estimated effort, schedule and fees associated with completing the work:

- No user, equipment, shared or room mailboxes exist on the Exchange 2013 servers prior to the upgrade.
- There are no Public folders on Exchange 2013 prior to the upgrade
- Prerequisite requirements (security clearances, background checks, systems access, awareness training, etc.) have been communicated to Catapult prior to the project kickoff meeting
- Information provided in Client documents and statements used to develop this Statement of Work is assumed to be an accurate representation of the respective subject matter
- Client will provide Catapult Consultants with necessary permissions and credentials for accessing the relevant Client systems prior to the project kickoff meeting
- Catapult resources will be engaged on a full-time basis or per the agreed upon project schedule, and work will be completed on consecutive business / working days for the duration of this engagement unless otherwise agreed
- Client key stakeholders will be readily accessible for key decision making throughout the course of the engagement
- The Catapult team may perform portions of the work either at the Client site or remotely depending on the nature of each task
- Hardware and software costs that may be required to complete this engagement are not included in this Statement of Work

- Some work items may be more accurately defined during the engagement. Should we encounter a deviation from the total estimated schedule or effort, a change order will be presented for approval prior to commencement of the associated work
- Client understands the success of this project is dependent upon the participation of Client staff and third-party vendors (if required)
- Client will assume responsibility for management of all vendors not managed by Catapult
- Client will provide details of all relevant policies and standards which may have a bearing on the design, testing, or implementation of any new technology

Delivery Approach

Activity Plan

The table below summarizes the work activities and effort estimates planned for the completion of this engagement. Based on our current work estimates and staffing approach, we expect a total duration of approximately nine (9) days.

Phase	Activity	Schedule Days
Envisioning & Planning	Review Exchange 2013 configuration	Day 1
	Review current hybrid setup	Day 1
Developing	Plan SMTP relay cutover	Day 2
	Plan DNS cutover for Hybrid	Day 2
Stabilizing & Deploying	Install and configure Exchange 2019	Days 3-5
	Configure hybrid connectivity on 2019	Day 6
	Remove Exchange 2013	Day 7
	Verify final configuration	Day 7
	As-Built Documentation	Day 8
	Post-Deployment Support	Days 8-9
	Total	8-9 Days

Staffing

Key Catapult roles are described below, individual Catapult Consultants may fulfill one or more roles on this engagement.

Role	Responsibilities
Sr. Exchange Architect	• Review current Exchange setup • Install and configure Exchange 2019

	• Move services from Exchange 2013 to Exchange 2019 • Decommission Exchange 2013 • Document the solution
Project Manager	• Primary accountability for quality of delivery, communication, and issue resolution • Management oversight for status reporting, budget, and schedule tracking • Strategic business and technology alignment

Quality Management

The Catapult team will produce a Quality Plan to identify and define the tasks necessary to ensure that the Client's expectations are met. These tasks may include:

- Deliverable acceptance criteria and review cycles
- Schedule for status meetings and status report distribution
- Process and responsibilities for issue escalation and resolution
- Other required quality management steps in each phase of the engagement
- Methods for addressing key Client expectations with respect to the overall engagement objectives

Throughout the engagement, the Catapult team will monitor quality related activities and ensure compliance with the Quality Plan.

Status Reporting

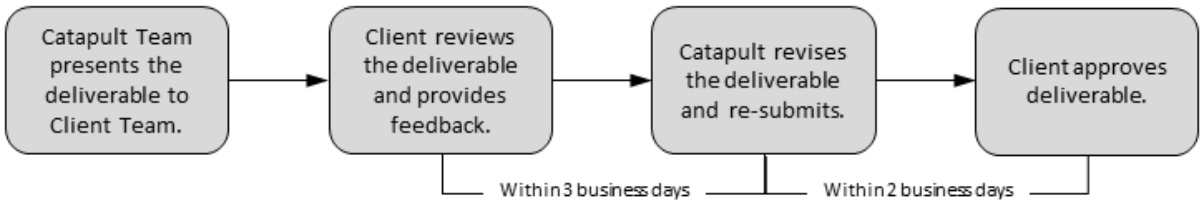
The Catapult team will prepare a weekly status report that captures relevant details related to work progress such as project budget, schedule, and issues that require management attention. The Catapult team will conduct a weekly status meeting with the Client team to review the status report and address any issues or activities that require attention.

Project Closeout Report

Upon completion of the engagement, Catapult will provide a project closeout report. This report will include a summary of accepted deliverables, budget and schedule results, open issues and lessons learned.

Approving Deliverables

The Catapult and Client teams will jointly execute a deliverable review process as defined in the diagram below:



The effort estimates in this Statement of Work account for one iteration of the approval process shown here. If during the engagement Client requires more iterations of this process, Catapult project management will evaluate the related impact on budget and schedule and execute the change management process as appropriate. If approval or feedback has not been received from the Client within 3 business days, deliverables will be considered approved and accepted by the Client unless otherwise mutually agreed upon in writing.

Change Management

Catapult will notify Client promptly if there is any **material change in scope, schedule, or budget**. Conversely, Client will notify Catapult promptly of any changes in scope or timeline. Any change to the scope will be managed using Catapult Project Change Management process. Under this process, either Catapult or Client may initiate a change request when some change or event has occurred that may impact the scope, schedule, or budget of the project. Client can choose to approve or deny the change request. Catapult will not proceed with work related to the change request until Client has issued formal approval.

Some examples of events that can cause a change request include the following:

- *Change in Technical Scope* – Client decides to include new functionality or capabilities not identified in the initial scope and related work estimates
- *Change in Scope of Work* – Client requests Catapult perform work activities or produce deliverables not originally assigned to the Catapult team
- *Change in Approach* – Material changes in the work approach due to circumstances outside the control of the engagement team (some examples include: Client team members not available as planned, delays in Client tasks or responsibilities, equipment not available as planned.)
- *Change in Schedule* – Material changes in the schedule due to circumstances outside the control of the engagement team

Professional Fee Schedule

Catapult will provide the services defined in this SOW on a ***time and materials*** basis in accordance with the table below. The hours and costs shown below are an estimate only and should not be considered a fixed cost:

Item Description	Quantity	Unit Cost	Total Cost
Time and Materials Consulting Services	70	$185	$12,950
TOTAL			**$12,950**

Catapult has two (2) contracting vehicles and this SOW relates to the following one:

Deliverables-Based IT Services (DBITS) - Contract #DIR-TSO-3843

By mutual agreement between Client and Catapult, if this engagement requires travel by any Catapult employee, Catapult will submit the expenses (and applicable receipts) on an invoice payable by Client. Travel expense reimbursement will be provided in accordance with the applicable terms and conditions under the Contract referenced above and as detailed below:

1. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals
2. All reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (http://www.window.state.tx.us/procurement/prog/stmp/)
3. Travel time may not be included as part of the amounts payable by the Client for any services rendered
4. Anticipated travel expenses must be pre-approved in writing by the Client

Terms and Conditions

This SOW is subject to the terms and conditions of current Texas Department of IT Resources (DIR) Deliverables-Based IT Services (DBITS) Agreement (Agreement) between Catapult and the State of Texas in effect at the time of signature for this SOW.

DIR Vendor ID: 174-268-2821-000
DIR Contract #: DIR-TSO-3843

- We will submit invoices according to the terms defined in the current DBITS Agreement
- Upon schedule acceptance, cost associated with delays due to Client which result in Catapult resources not being utilized in a full-time capacity, may be invoiced as if resources were utilized in a full-time capacity, unless some other mutual agreement is reached between Catapult and Client
- Capitalized terms not defined in this SOW shall have the meaning ascribed to them in the DBITS Agreement
- The term of this SOW is effective beginning upon execution and continues through completion of the engagement

Acceptance

Williamson County	Catapult Systems, LLC 1221 MoPac Expy, #350Austin, TX 78746
By: _____	By: _____
Name:	Name:
Title:	Title:
Date	Date

cn=Jim Booth, Vice President, o=Catapult Systems, email=jim.booth@catapultsystems.com, c=US
2020.04.28 17:45:22 -05'00'

Please acknowledge acceptance of this with signature above.

Email this signed document to:

Ashleigh Raymond

EMAIL: Ashleigh.raymond@CatapultSystems.com

Appendix A – Setting up Catapult as Partner of Record

Assigning a Digital Partner of Record for Azure

Follow these step-by-step instructions to add a Digital Partner of Record to your subscription:

1. Go to the Microsoft Azure portal at http://azure.microsoft.com/
2. Click on the My Account icon on the upper middle of the screen
3. Click on Usage and Billing
4. Log into your account using your user name and password
5. Once signed in, click on Subscriptions to manage your subscriptions. Select your subscription
6. On the Summary Subscription Page, click on Partner Information on the right navigation. This is where you will attach a Partner of Record
7. Insert Catapult's Partner ID (**1021570**) where it says Digital Partner of Record

Click Check ID to see the name of the partner. Verify it states Catapult Systems partner, and click the check box to complete assigning the Partner of Record

Assigning Claiming Partner of Record for O365 or D365 or PowerPlatform

When Catapult Consultants are working with a Client's ***O365*** or ***D365*** or ***PowerPlatform*** environment, they must associate Catapult's Microsoft Partner number (**1021570**) with the Client at the subscription and workload level by submitting a claim through Microsoft's Partner Center. The Client will receive a notification from Microsoft providing them with the option to deny Catapult's influence with these technologies. No action is required from Client unless Client chooses to decline the association.

Commissioners Court - Regular Session **30.**

Meeting Date: 05/05/2020

Cisco Business Associate Agreement (BAA)

Submitted For: Richard Semple **Submitted By:** Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Business Associate Agreement between Cisco Systems, Inc. and Williamson County.

Background

This BAA agreement is to cover the use of Cisco products, including Webex, for HIPAA data. This solution is already owned and in use by the County, and we have similar agreements in place with other technology providers. This BAA has been reviewed and approved, as to form, by Williamson County legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cisco BAA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 11:27 AM
Information Technology (Originator)	Richard Semple	04/30/2020 12:40 PM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 12:41 PM
Form Started By: Richard Semple		Started On: 04/30/2020 10:54 AM
Final Approval Date: 04/30/2020		

DocuSign Envelope ID: 4534A13C-C38B-4361-BAE4-3351DAD30908

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is made and entered into effective as of the date of last signature by each Party hereto (the "**Effective Date**") by and between Williamson County Technology Services ("**Covered Entity**") and Cisco Systems, Inc., and its affiliates ("**Business Associate**").

RECITALS

WHEREAS, Subtitle F of the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191, as amended by the American Recovery and Reinvestment Act of 2009, Public Law No. 111-005, Part I, Title XIII, Subpart D, Sections 13401-13409, (the "**HITECH Act**"), (collectively, "**HIPAA**") provides that Covered Entity comply with standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, the Department of Health and Human Services has issued regulations under HIPAA (the "**HIPAA Regulations**"), including the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, sub-parts A and E, as amended by the HITECH Act (the "**Privacy Rule**") and the Standards for Security of Electronic Protected Health Information, 45 CFR Parts 160, 162 and 164, as amended by the HITECH Act (the "**Security Rule**") (collectively, the "**Privacy and Security Rules**"); and

WHEREAS, Sections 164.502(e) and 164.504(e) of the Privacy and Security Rules set forth standards and requirements for Covered Entity to enter into written agreements with certain business associates that will have access to Covered Entity's Protected Health Information (as defined below); and

WHEREAS, Business Associate will provide the Cisco branded services referred to as Cisco Support Services (including Cisco SmartNet), Cisco Webex Calling, Cisco Webex Meetings, Cisco Webex Service (also known as Cisco Webex Teams), Cisco Webex Contact Center (the "Services") to Covered Entity.

NOW THEREFORE, in consideration of the mutual promises below, the parties agree as follows:

1. **DEFINITIONS**

   a. "**Breach**" shall have the meaning given to such term in 45 CFR Section 164.402.

   b. "**Designated Record Set**" shall have the meaning given to such term under the Privacy Rule at 45 CFR Section 164.501.

   c. "**Electronic Protected Health Information**" or "**Electronic PHI**" shall mean Protected Health Information which is transmitted by or maintained in Electronic Media (as defined in the Privacy and Security Rules), and for purposes of this Agreement, shall be limited to the information Business Associate received from or created, maintained, transmitted or received on behalf of Covered Entity.

   d. "**Individual**" shall have the meaning given to such term under the Privacy and Security Rules at 45 CFR Section 160.103.

   e. "**Protected Health Information**" or "**PHI**" shall have the meaning given to such term under the Privacy and Security Rules at 45 CFR Section 160.103, limited to the information maintained, created or received by Business Associate from or on behalf of Covered Entity. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information".

   f. "**Required by Law**" shall have the meaning given to such term under the Privacy and Security Rules at 45 CFR Section 164.103.

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g. "**Secretary"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

h. "**Security Incident**" shall have the meaning given to such term under the Security Rule at 45 CFR Section 164.304.

2. **PERMITTED USES AND DISCLOSURES OF PHI**

Business Associate agrees not to use or further disclose PHI received or created by Business Associate (or its agents and subcontractors) other than as permitted or required by this Agreement or as otherwise Required by Law. In connection with the foregoing and except as otherwise limited in this Agreement, Business Associate may:

a. Use or disclose PHI received or created by Business Associate to perform functions, activities or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity;

b. Use PHI received or created by Business Associate for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; and

c. Disclose PHI received or created by Business Associate for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided (i) the disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and that the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3. **RESPONSIBILITIES OF BUSINESS ASSOCIATE**

a. Appropriate Safeguards. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI, as required by the Security Rule.

b. Reporting of Improper Use or Disclosure. Business Associate shall report to Covered Entity, as soon as reasonably practicable, any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information (as defined in the Privacy and Security Rules). Knowledge of any improper use or disclosure by an agent or subcontractor of Business Associate shall not be imputed to Business Associate unless and until such agent or subcontractor shall have reported such improper use or disclosure to the Business Associate representative responsible for the Covered Entity engagement. With respect to Electronic PHI, Business Associate shall, as soon as reasonably practicable, report to Covered Entity any Security Incident. The parties acknowledge and agree that this Section 3.b. constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined herein) for which no additional notice to Covered Entity shall be required. "**Unsuccessful Security Incidents**" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

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c. Business Associate's Agents. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides any PHI received from Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.

d. Access to PHI. To the extent that Business Associate maintains PHI in a Designated Record Set, and to the extent that Business Associate maintains the key or has the ability to decrypt the PHI in a Designated Record Set, Business Associate shall make such information available to the Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Covered Entity in order to meet the requirements under 45 CFR Section 164.524.

e. Amendment of PHI. To the extent that Business Associate maintains PHI in a Designated Record Set, and to the extent that Business Associate maintains the key or has the ability to decrypt the PHI in a Designated Record Set, Business Associate shall make any amendment(s) to such information that Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity.

f. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

g. Accounting of Disclosures. Business Associate agrees to provide to Covered Entity, in the reasonable time and manner designated by Covered Entity, information collected in accordance with Section 4(f) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

h. Governmental Access to Records. Business Associate shall make its internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.

4. **RESPONSIBILITIES OF COVERED ENTITY**

In addition to any other obligations set forth in this Agreement, Covered Entity shall:

a. identify which of the records it furnishes to Business Associate it considers to be PHI for purposes of this Agreement;

b. provide to Business Associate only the minimum PHI necessary to accomplish the Services;

c. implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI, as required by the Security Rule;

d. notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

e. notify Business Associate of any restrictions to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restrictions may affect Business Associate's use or disclosure of PHI; and

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f. obtain any consent or authorization that may be required by applicable or federal or state laws and regulations prior to furnishing PHI to Business Associate.

5. **TERM AND TERMINATION**

a. Term. This Agreement will commence on the Effective Date and will terminate upon expiration or termination of all contracts, agreements or arrangements governing the services provided by Business Associate to which this Agreement applies, unless terminated earlier by written notice by either Party.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this Agreement, Covered Entity shall either (i) provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity, or (ii) immediately terminate this Agreement if cure is not possible.

c. Effect of Termination.

i. Except as provided in paragraph (ii) of this Section 5(c), upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, and shall retain no copies of the PHI.

ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If Business Associate determines that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. **REGULATORY REFERENCES**

A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.

7. **AMENDMENT**

The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and HIPAA.

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8. **NO AGENCY RELATIONSHIP**

The parties agree that each individual party shall maintain its own independent HIPAA and HITECH Act compliance obligations. The parties will be providing their services as separate legal entities and independent contractors. The parties expressly agree that no agency relationship is created by this Agreement with regard to the individual parties' HIPAA obligations. Each party certifies that (1) Covered Entity shall not have the right or authority to control Business Associate's conduct in the performance of services or in the performance of HIPAA obligations; (2) Covered Entity shall not have the authority to direct the daily performance of services by Business Associate; and (3) Covered Entity shall not have the right to give interim instruction to Business Associate regarding the performance of services.

9. **SURVIVAL**

The respective rights and obligations of Business Associate under Section 5.c of this Agreement shall survive the termination of this Agreement.

10. **NO THIRD PARTY BENEFICIARIES**

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

11. **INTERPRETATION**

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

12. **WAIVER OF CONSEQUENTIAL DAMAGES**

In no event shall Business Associate be liable for any; (i) special, incidental, indirect or consequential damages; (ii) loss of any of the following: profits, revenue, business, anticipated savings, use of any product or service, opportunity, goodwill or reputation; or (iii) lost or damaged data.

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DRAFT

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13. **ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties regarding Protected Health Information and replaces any prior oral or written communications between the parties, except as agreed in writing by the parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied. This Agreement may only be modified by a written document executed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

("Williamson County Technology Services ")	**("Cisco Systems, Inc.")**
	
Authorized Signature	**Authorized Signature**
	Phil Lozano
Name	**Name**
	Director, Business Operations
Title	**Title**
	04/29/2020
Date	**Date**

DRAFT

Commissioners Court - Regular Session **31.**

Meeting Date: 05/05/2020

Agreement with Clarity Ventures

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying the Short Form Agreement between Clarity Ventures and Williamson County for DNN Content Management System consulting and software update services to support the operations of the Williamson County IT Department and authorizing the execution of the agreement.

Background

This item is for consultation services for working on our public website to address stability and reliability. The detailed scope of work and proposal in the amount of $14,000.00 from Clarity Ventures is attached. Three quotes were obtained. While this was being reviewed by Legal and Contract Audit, the purchase had to be made quickly as the website went down. The expenditure was charged on a Pcard. The point of contact is Benjamin Wassink and Funding Source 01.0100.0503.004100- Professional Services approved for FY2020.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Clarity Ventures Proposal

Short Form Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/30/2020 08:02 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 09:20 AM
Form Started By: Johnny Grimaldo		Started On: 04/29/2020 04:27 PM
Final Approval Date: 04/30/2020		

CLARITY

CREATE

Sales Proposal







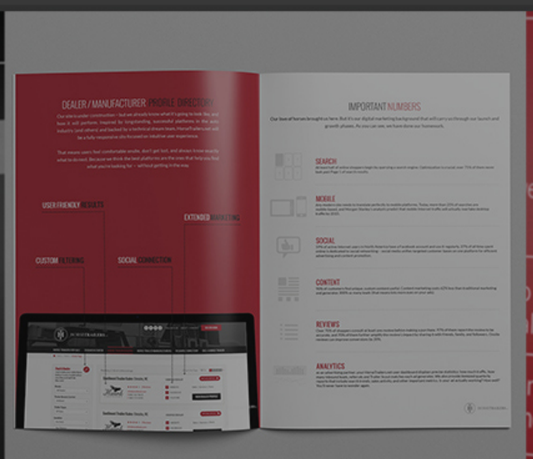






TABLE OF CONTENTS

Prepared for Williamson County ITS

PROPOSAL LINE ITEMS

DNN Website Development / Support Services

Clarity DNN Development Experience

TASKS AND TIME ESTIMATES

SERVICE ITEM	ESTIMATE		DESCRIPTION
	Hours	Cost	
Website Development / Support Services			
Design Support Services			
DNN Website Maintenance & Support Services	80	$14,000	Clarity will provide Williamson County DNN content management system related support for County's website(s), including but not limited to troubleshooting, configuration, updating, optimization, development, administration and training. Examples of services could include the following: • Troubleshoot website issues • Optimize DNN website to ensure stable environment • Setup development environment for offline changes • Update software and modules as needed • Develop/implement web pages as requested • Configure/administer DNN website(s) as required
SUMMARY			
Total	**80**	**$14,000**	[1]*Pricing assumes post-pay rates*

NOTES:

Clarity has two payment rates, depending on client's preferred payment method of either our Pre-payment or Post-payment models. Our Pre-pay model, which is a purchase of hours prior to work, offers a preferred client discount on our rates of $125/hour for front-end, design services, etc. and $150/hour for back-end, custom development, database, integration services, etc. The Post-pay model offers our standard billing rates of $150/hour, $175/hour respectively. The post-pay model is when payment is made after work has been done and is invoiced by Clarity every 30 days for work completed on NET 30 terms.

DNN Development

Certified and over 1,000 DNN Portals Launched

CLARITY

Why Clarity?



14+
YEARS IN BUSINESS



20+
INDUSTRIES SERVED



1300+
SITES & APPS LAUNCHED



650+
WORLDWIDE CLIENTS



Billion$
IN ECOMMERCE TRANSACTIONS



3000+
APPLICATION INTEGRATIONS

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CLARITY

Clarity DNN Expertise

- DNN Certified Experts
- DNN Performance & Security
- DNN responsive skin design
- DNN custom module development
- DNN portal development
- DNN maintenance & upgrades
- DNN multilingual, global
- DNN UI/UX, mobile, wireframing
- DNN marketing (SEO, CRO, content strategy, analytics, personalization…)
- DNN HIPAA compliance
- DNN integrations
- DNN eCommerce solutions
- DNN training & specialized training
- DNN industry-specific (i.e. member directories, doctor-patient, LMS, online eCommerce, Manf. & Dist…)

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CLARITY

Common DNN Deliverables

Here are a few common items we produce for our DNN clients:

- DNN Performance Guide
- DNN SEO Audit & Digital Marketing Guide
- DNN Liquid Content Best Practices
- DNN Module Recommendations Guide
- DNN Hardening and Security Guide
- DNN Theme and Skinning Guide
- DNN Upgrade Guide

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CLARITY

What is DNN?



- DNN (formally named DotNetNuke) is one of the best open source Content Management Systems (CMS)
- DNN Platform version is a free open source CMS
- DNN Evoq (Basic, Content, Engage) are licensed, with additional features
- Over 750,000 organizations worldwide have built websites on DNN
- The DNN Platform is built on the .NET framework and is designed to be easy to use, without requiring extensive programming knowledge.

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CLARITY

Why use DNN?



- Security – NASA, DoD, many others perform penetration tests monthly to ensure it's secure.
- .NET-based platform allows for developers to customize and extend the platform for all sizes of companies, small to Enterprise.
- Flexibility – the UI/UX allows content writers to easily write and produce content, even optimizing for SEO, while the Admin UI provides webmasters with access to incredible control.
- Extensibility – there are over 25,000 3rd party modules to add features and capabilities to your website.

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CLARITY

Why use DNN? <cont.>



- High Performance – DNN is built for performance. Whether a single portal or dozens of portals, the infrastructure delivers.
- Granular Access Control – Built into the platform is a very easy-to-use permissions model that allows you to dynamically serve up content to who you want, when you want.
- Mobile Delivery – Out-of-the-box mobile responsive development and skins ensure all users, no matter the device, are taken care of.
- Global Enablement – Depending on marketing needs, DNN can deliver multilingual, multi-currency, international shipping…

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CLARITY

DNN vs. WordPress





- DNN is much more secure than WordPress
- Some say that WordPress is easier to use than DNN. However, this is really not the case
- The admin panel for DNN is built into the site with on page editing and drag and drop capabilities so its good for quick editing.
- WordPress does not offer implementation for .NET whereas DNN is the most widely adopted CMS for Microsoft .NET.
- WordPress was originally developed as a blog platform and was never intended to be a CMS, therefore does not include all the features you would find in a proper CMS out-of-the-box (requires many plug-ins).

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CLARITY

DNN vs. Joomla





- Joomla lacks some of the core functionality of DNN but does compensate for this by being highly customize with plug-ins available to bridge the core functionality gap.
- There are a large number of templates available for Joomla, however many of these templates use very similar layouts and this can result in sites looking similar. The ‘skinning’ feature in DNN separates content from design so, for building truly unique websites, DNN is superior.
- Again, DNN is easier to use with its in-page editing allowing quick and staged updates. Joomla admin UI is less user friendly and, like WordPress, you have to log in to a separate area of the site to make content changes.

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CLARITY

DNN vs. Drupal





- Drupal and DNN are both open source and free. Unlike DNN, there is no commercial version of Drupal and as such there is no direct support from Drupal. Support for Drupal would come from third party developers, which may not prove to be 100% reliable. DNN has both community support and support directly from DNN Corp.
- Another key difference is that Drupal is PHP based and runs mainly on Linux (also mostly open source) whereas DNN operates on the .NET framework and therefore benefits from the support, security and regular updates of Windows. In our opinion, DNN is a better bet for your business website than Drupal for support and security.

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CLARITY

Case Studies

A Few of Our DNN Projects Broken Down

CLARITY

SAN DIEGO INTL. AIRPORT

www.san.org

6 MONTHS • MULTIPLE INTEGRATIONS • CUSTOM DEV

THE CLIENT

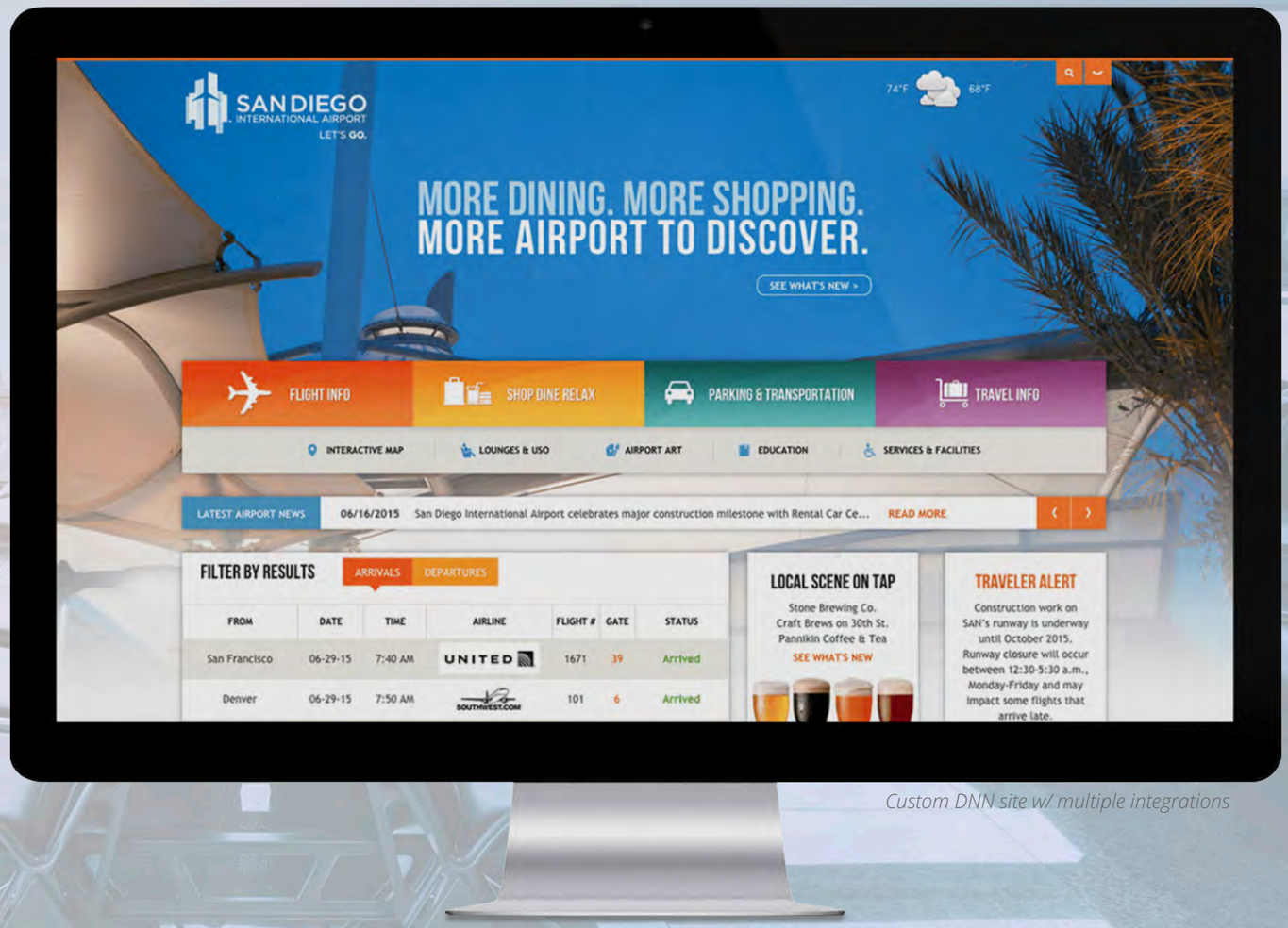
Serving over 20 Million travellers annualy, San Diego Airport's website is busy! They were already on DNN, but were looking to improve the site to a new responsive design, integrated with all their 3rd party tools, maps and more. They were looking for an experience that more than serviced people checking on the status of their flights, they wanted to be able to provide a better experience for those spending time in the airport terminals as well (where to eat, park, nap, etc.).

EXISTING PROBLEMS

San Diego Airport needed a website that could meet the needs of nearly 20 million passengers each year, before, during and after travelling. This meant providing the ability to find and check flights, rental cars, maps to terminal resources like bathrooms, restaurants, artwork, parking, rental cars, shuttles, events and much more. The site also serves as their career portal hiring as many as 500 employees each year. A significant portion of the site visitors were on some type of mobile device, so bringing the site up to speed on technology was another big requirement.

OUR SOLUTIONS

Clarity started with DNN's Evoq Content platform. This .NET CMS provides a secure development platform needed for the many customizations that Clarity would need to write. Multiple integrations into their back-office ERP, databases and 3rd party tools, such as their interactive map and flight information were also needed. San Diego Airport had already been working with a vendor on the design, but needed a technology partner that could bring that design to life. Clarity built an incredibly robust mobile responsive template, menu and navigation, integrations, and a ton of UI/UX for the millions of site visitors.



Custom DNN site w/ multiple integrations

SAN DIEGO AIRPORT ‹CONT.›

www.san.org

BENEFITS

Clarity first upgraded them to the latest version of DNN Evoq, giving them a secure CMS platform to manage the site. Next was to build out the mobile experience so no matter the platform, every user found what they needed. Tons of custom development was done to integrate flight data, restaurant and terminal information, parking and rental car booking data, artwork posted throughout the terminals, as well as a careers section. UI/UX was optimized through custom navigation to provide quick and easy access to thousands of pieces of information to the millions of visitors.

TECHNOLOGIES

The front-end CMS chosen was DNN's Evoq Content. HTML5, CSS3 and Modernizr was used to create the responsive template. Clarity Connect, JavaScript, JQuery, Telerik controls were all needed for various features and functionality, as well as a host of DNN modules, like XMod Pro, Easy DNN News, Rotator and Gallery.



LEON COUNTY GOVERNMENT

m.leoncountyfl.gov

4 MONTHS • DESIGN • CALENDAR • DIRECTORY • HELPDESK

THE CLIENT

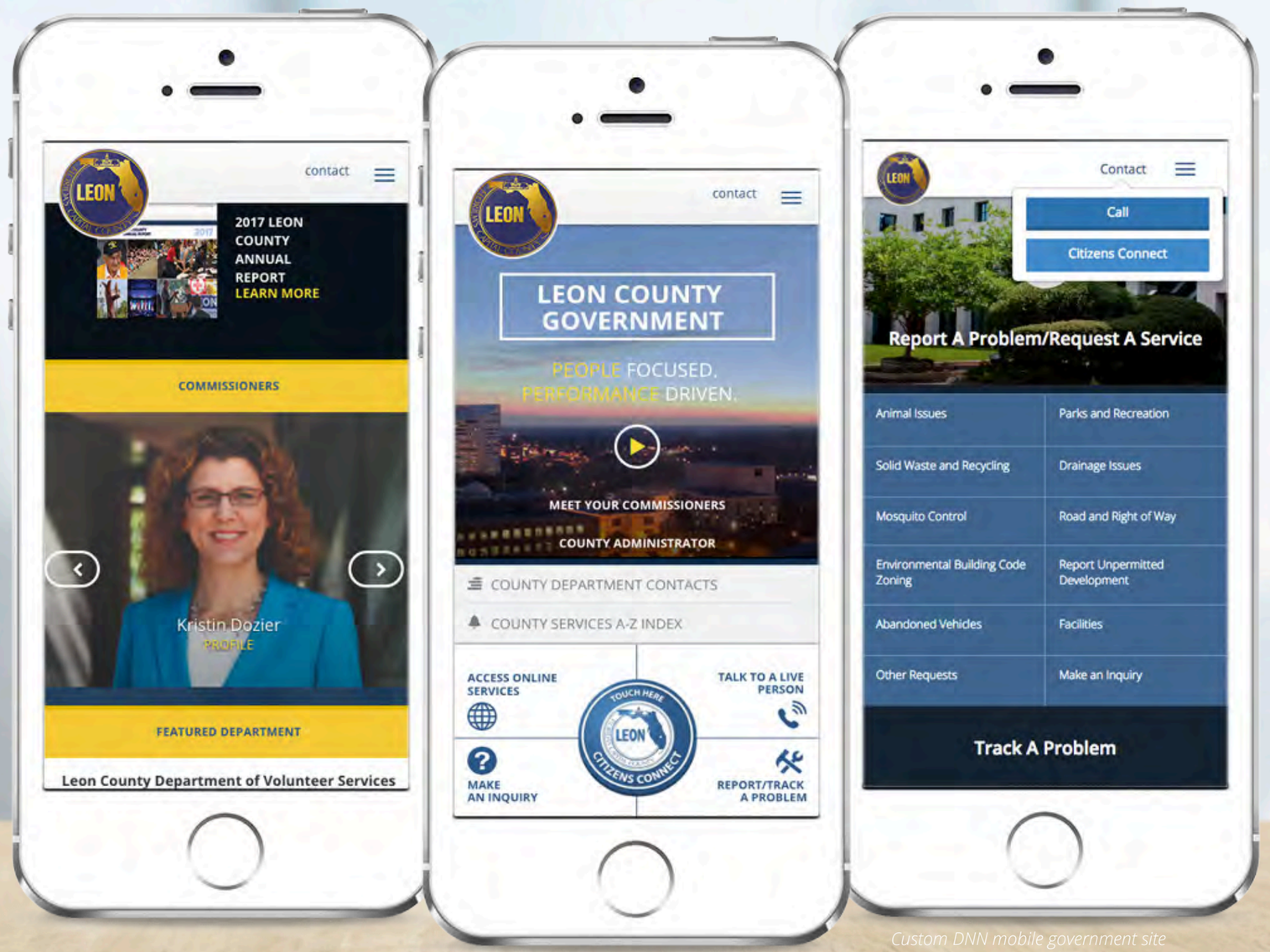
Leon County Florida Government serves a population of 300,000 residents within the counry. With seven commissioners, 63 public agency departments, and hundreds of government employees, they needed a mobile website that could handle the communication and services amongst their county for residents on their phones. Out for a walk and get bit by a dog, you can report the incident immediately on your phone..

EXISTING PROBLEMS

Leon County had been working for years to finally get a website that could handle and service all of their needs. And although they finally built a site that worked, it had taken so long to build that it was on older technology that wasn't mobile responsive. That meant that it was unusable for nearly half of their visitors. So they approached Clarity and asked them to build a mobile site, providing that customized experience for mobile users.

OUR SOLUTIONS

Clarity, being a DNN partner and having built nearly 1,000 DNN websites, was perfect for the job. They worked with the county to match and improve on the design, so it flowed well with their branding guide, but introduced tons of new technologies and controls to make it easy to find what a user needed within the thousands of documents, departments, events, commissioners, as well as hundreds of customer service forms for reporting problems, taking notes on board meetings, voting for your commissioners and much more..



Custom DNN mobile government site

LEON COUNTY ‹CONT.›

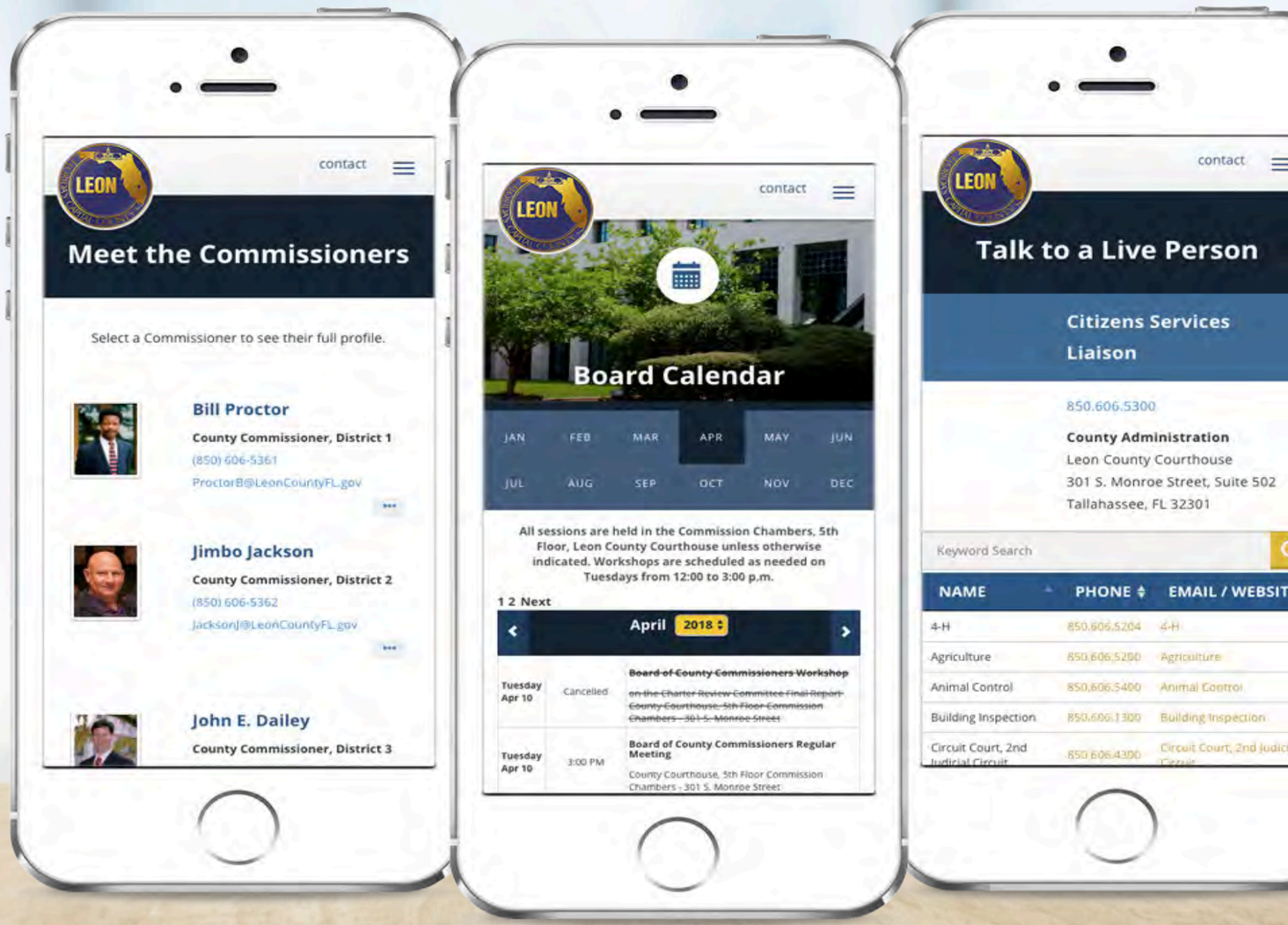
m.leoncountyfl.gov

BENEFITS

The county wanted to move pretty quickly, so Clarity went straight into design and discovery to document and solidify the exact technologies that would be used. We built the site within the client's 2-month timeline and was within the approved budget. The user navigation and controls are so good, that the site works better than their existing site. Users can now find anything they need, register noise complaints, waste pick up, and much more. Leon County was so happy that they came back to Clarity to build their Intranet site, serving their government employees.

TECHNOLOGIES

Clarity built the site on DNN Evoq platform. We used HTML5, CSS3, Modernizr, JQuery, JavaScript and Telerik controls for the mobile site, responsive capabilities, and various functions, like the calendar, inquiry forms, etc.



TILLAMOOK COUNTY LIBRARY

www.tillabook.org

3 MONTHS • DESIGN • MULTI-LINGUAL • CUSTOM UI / UX

THE CLIENT

Up in Oregon, there's fun in the water and it's infectious! The Tillamook County Library is much more than books, they're a way of life, providing social events, online research materials, computer training classes, rental space for meetings, as well as everything a typical library provides. But it all started back in 1907, as a resolution to provide free public access to books, magazines and supplies. The initial investment was $300 for all supplies and the librarian's salary. How far they've come in 100+ years!

EXISTING PROBLEMS

With their explosive growth, came the problems of communicating to tens of thousands of people and organizing materials and events for them. They needed a website that could provide, manage and communicate everything to their large community. They also have roughly 50% of their community accessing their site from tablets and phones, in both English and Spanish. They also have multiple libraries and a book mobile that travels around and they needed a place where everyone could easily find and get directions to any of them.

OUR SOLUTIONS

Clarity first had to come up with a design that was welcoming to the young and old alike. From there, we built a custom template that is mobile responsive so that desktops and mobile devices all have the same access and great experience. The site needed to provide extensive event marketing and registration, sign-ups for library cards, their book/ magazine catalog (custom categorization and search capabilities), locations and hours of service, provide registration of classes and spaces, and specialized areas for the kids and teens so everyone has their own unique experience.





etc.

TILLAMOOK COUNTY ‹CONT.›

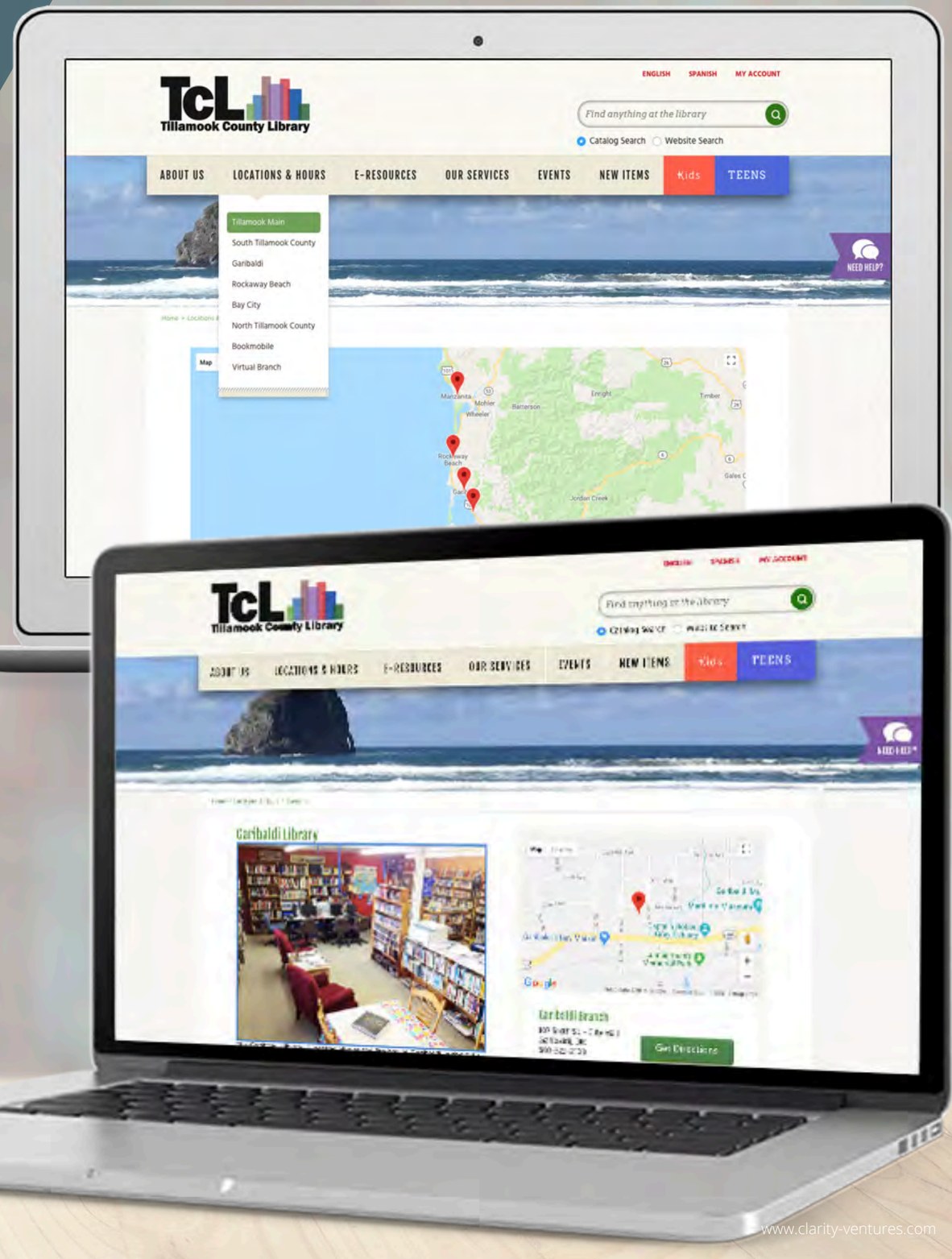
www.tillabook.org

BENEFITS

The community now has a customized multi-lingual website, that provides unique experiences for kids, teens, parents, as well as the whole community. The site showcases all of their community events, and gives the community access to computer classes, library resources, class and meeting rooms, no matter if their at home on their computer, or mom's on her phone at the park looking for a yoga class. Anyone can sign up on the site for his or her library card, search for and reserve books ahead of time, so they know it will be in when they get there, and with the addition of live chat, they can ask questions of the librarian from anywhere.

TECHNOLOGIES

Clarity start with DNN's Evoq platform as the CMS, building a custom mobile responsive template using HTML5 and CSS3. Modernizr was used so that the site's CSS could respond to browser behavior. JavaScript and jQuery were both developed to achieve particular site functions such as the custom menu. DNN modules, both 3rd party and custom, were used for events, registration forms, Live Chat and much more.





HIGHLANDS RANCH ASSOC.

www.hrcaonline.org

4 MONTHS • DESIGN • BILL PAY • DIRECTORY • EVENTS

THE CLIENT

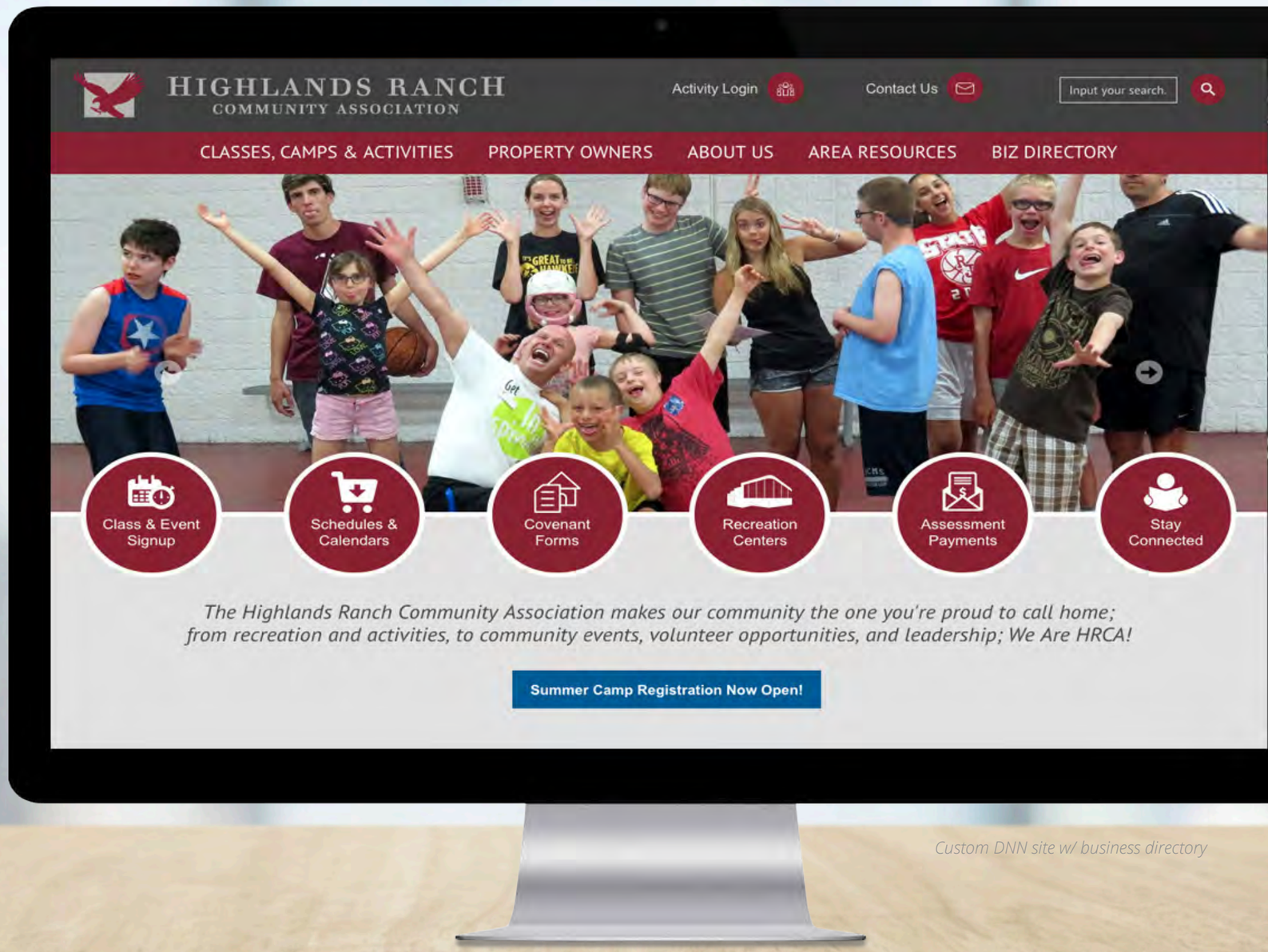
The Highlands Ranch Community Association (HRCA) is a nationally award-winning nonprofit organization for 30,551 home owners in Highlands Ranch. The HRCA maintains four state-of-the-art recreation centers, provides architectural control and covenant enforcement, programs fitness, sports and educational opportunities, manages the Backcountry Wilderness Area, and hosts over 100 community events annually.

EXISTING PROBLEMS

The sheer size of their organization, the number of events, classes and more was more than their website could handle. They also wanted to provide multiple online directories. One for their staff, which includes emergency numbers to the local police and fire departments, and another directory for service providers, which ranged from baby sitters, lawn services to painters, car repair and more. Finally, having an "online home" for all the families to participate, comment, upload pictures and more was important. They also did a lot of online advertizing for local businesses, so needed an integrated marketing platform to showcase and push sales.

OUR SOLUTIONS

Clarity first had to come up with a design that truly represented their community, and one that they could all be proud of. Next was to build that into a mobile responsive web template, as many of their users accessed the site via their phones. One of the biggest hurdles was to construct an intuitive mega menu to provide an intuitive navigation experience to the thousands of visitors looking among the thousands of pieces of information on the site. A significant investment was made in the UX (user experience), to help invoke excitement and invoke the desire to come back to the site often as new and fun things are being posted every day. Finally, Clarity built a marketing platform so the staff could sell advertizing space and manage their ads.



Custom DNN site w/ business directory

HIGHLANDS RANCH ‹CONT.›

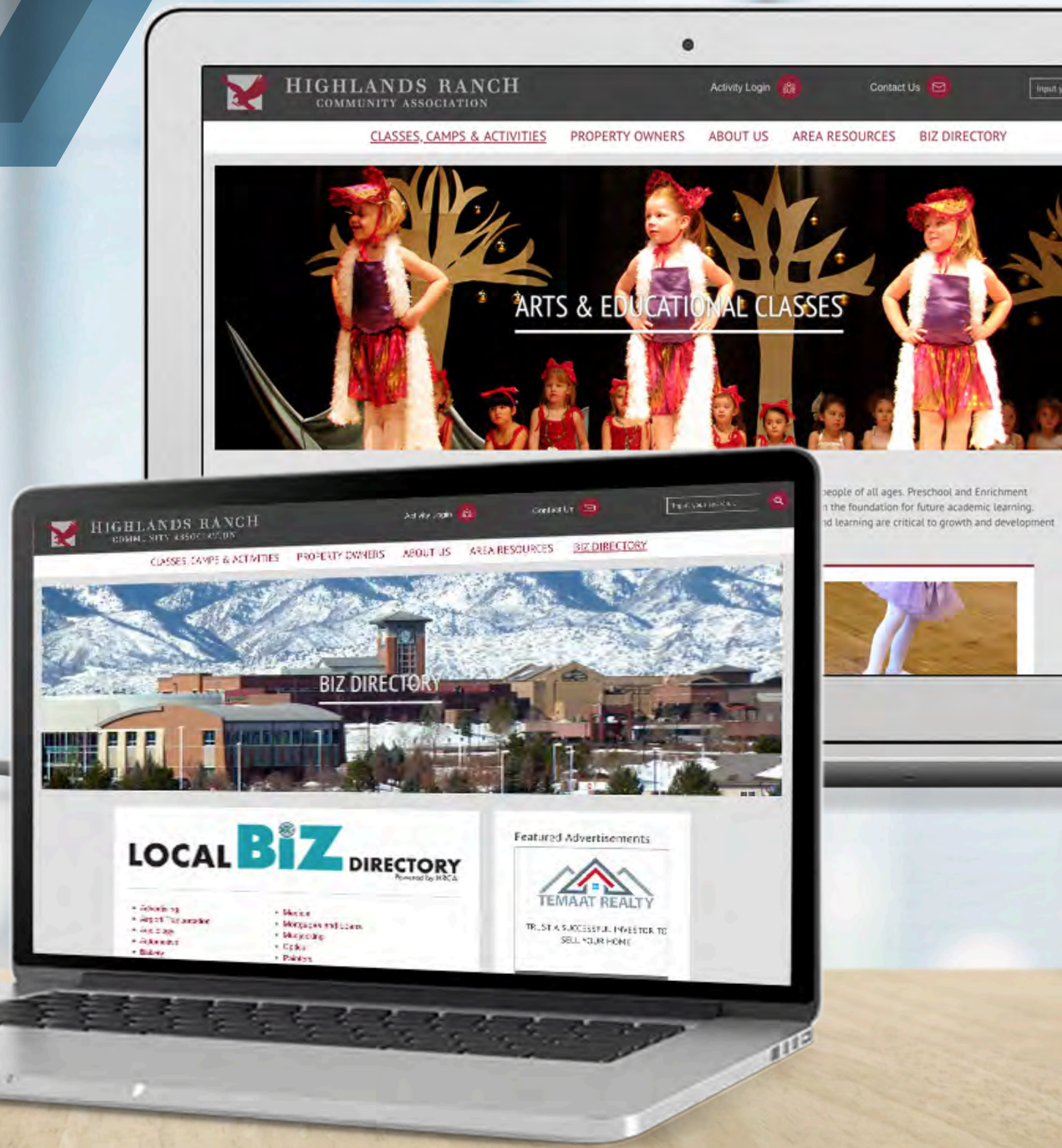
www.hrcaonline.org

BENEFITS

With over 100,000 unique visitors every month, HRCA needed a site that matched their award-winning community. The site is an amazing collection of technology and design, providing an easy-to-use and intuitive navigation menu to thousands of events, galleries, providers, vendors and much, much more. The platform upgrade provided the staff with a more easily managed platform as they were making updates to the site every day. Additional technologies were implemented so members could sign up for BBQ pits, bands, rooms in the club house, etc. which improved the user's experience and reduced the workload of the staff. The addition of a customized marketing platform made it easy for staff to sell and swap ad space.

TECHNOLOGIES

Clarity started by using the latest version of DNN's Evoq CMS. Telerik Controls were utilized in order to improve the development process of the ASP.Net platform. Modernizr was used so that the site's CSS could respond to browser behavior. JavaScript and jQuery were both developed to achieve particular site functions, DNN News, Rotator and Gallery modules were used for the blog, galleries and events. NAVXP was used to create both the desktop and mobile mega menus..



LDR (ZIMMER BIOMET)

www.cervicaldisc.com

4 MONTHS • DESIGN • SURGEON LOCATOR • CUSTOM UI / UX

THE CLIENT

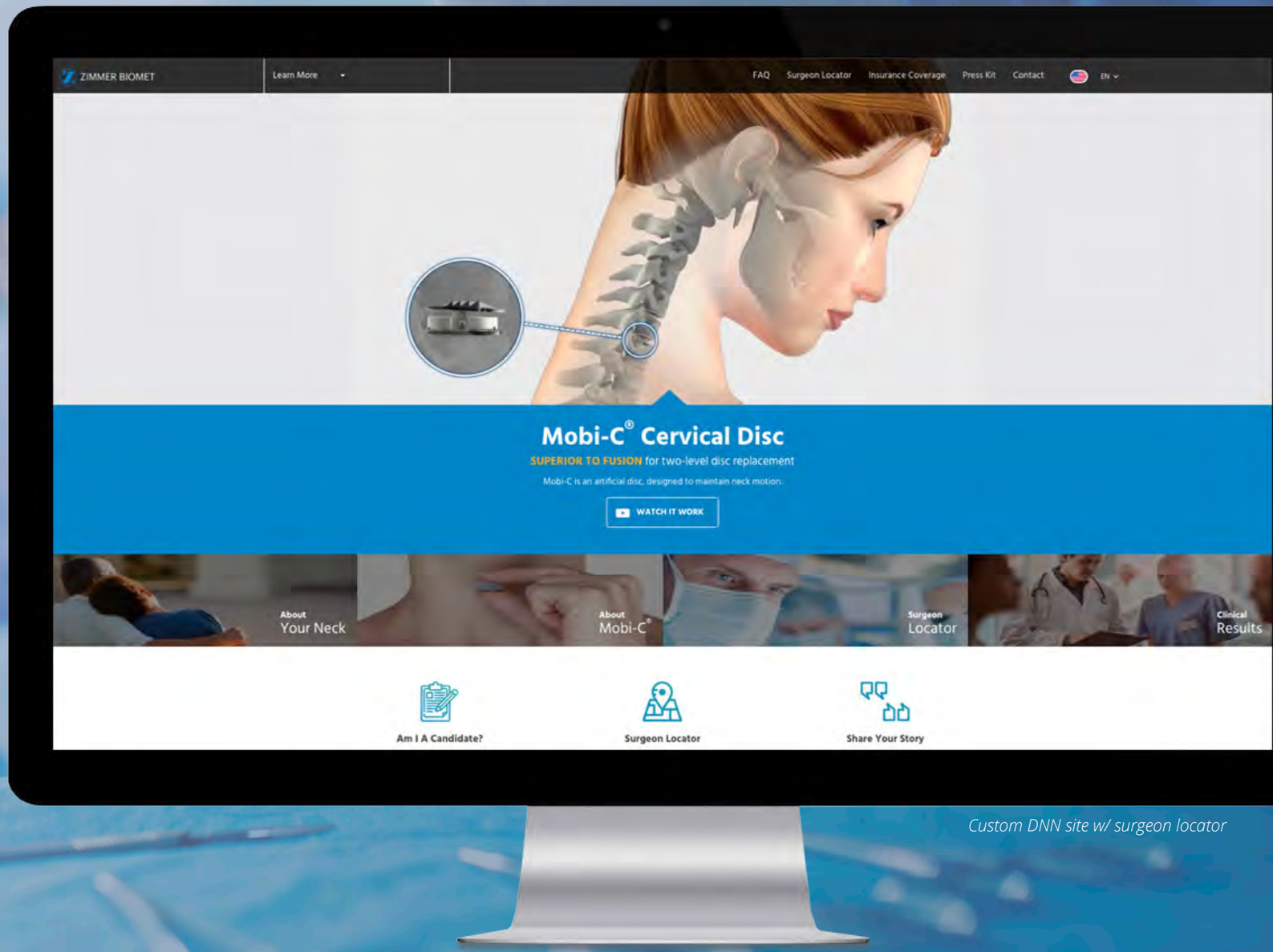
LDR Medical is a prominent leader in spine surgical products worldwide. Their previous website was holding the company back in a few key areas, including global organization of product information and user experience via visitor flow and design. LDR asked Clarity to revamp its entire online presence from portal structure to multi-language capabilities to a new design to custom modules that show off the company's wide product range. LDR submitted the Clarity site for the 2014 Aster Awards, which allow healthcare and medical companies and marketing agencies to compete for marketing excellence awards globally. This was LDR's first submission and the Clarity-designed and built site won a global Silver Award. Congratulations LDR! We're excited to be a part of your success. This was just the first of three awards the site won.

EXISTING PROBLEMS

LDR is a global medical device manufacturing company, founded in France many years ago. Clarity has been working with them for years and has built 7 websites, with 6 unique languages (Each country has it's own "FDA" so each website has a unique set of devices approved). When their new Mobi C product was approved in the states, they needed a user experience that they could easily market that wouldn't get lost within their global product portfolio.

OUR SOLUTIONS

To help with marketing, Clarity did an SEO competitive analysis and found that Cervicaldisc.com was available so they purchased it. This allowed the team to circle their marketing efforts (branding, SEO, digital and print marketing, unique messaging) around the actual device. This lead to a very clean marketing campaign with high keyword visibility. Clarity then built a user-friendly mobile responsive website with a completely different design and experience from their website. We then went back and added a mobile portal to handle the large percentage of mobile users in the medical field.



Custom DNN site w/ surgeon locator

ZIMMER BIOMET ‹CONT.›

www.cervicaldisc.com

BENEFITS

The first benefit is the flexibility to market the site. As described above, having a unique product site, makes it easy to track all visitors, conversions, and marketing expenses directly to the efforts for that product. From a website perspective, 1/2 of the audience the client is trying to market to with the site is different than their visitors to their corporate site. So Clarity built a completely different UX designed just for this new group. Graphics, videos, wizards, forms and everything was completely tailored to this new potential consumer of their product. Another secondary UX was designed for the surgeons that would use this device for their patients. So their's a login, with additional access to unique information for this group. Finally, since more than 1/2 of their audience visits the site from a mobile device, instead of just making the site responsive, which Clarity did, for the mobile phones that can't gain the full wizard experience designed on the site, we created a mobile site just for them.

TECHNOLOGIES

This website was built using DNN Evoq Content on ASP.Net and MSSQL. Telerik Controls were utilized in order to improve the development process of the ASP.Net platform. Modernizr was used so that the site's CSS could respond to browser behavior. JavaScript and jQuery were both developed to achieve particular site functions. HTML5 and CSS3 gave us the custom control for the responsive and mobile sites and unique menus.



MECHANICS BANK

www.mechanicsbank.com

THE CLIENT

In a vacant store front near the corner of 3rd and Macdonald Avenue, a small bank opened its doors in 1905. Soon after, that bank would take on a name based on its association with the workers of Richmond's two largest employers at the time, Standard Oil and the Santa Fe Railroad. Under the leadership of local businessman and banker E.M. Downer, it would not only survive the Great Depression and two world wars, but it would also grow and prosper in step with the Bay Area, serving the needs of local businesses and families. Now, more than a century later, that bank – Mechanics Bank – continues the legacy of commitment based on one man's principles of building lasting relationships, enriching local lives and local communities, driving local economic growth and exceeding client's expectations every day.

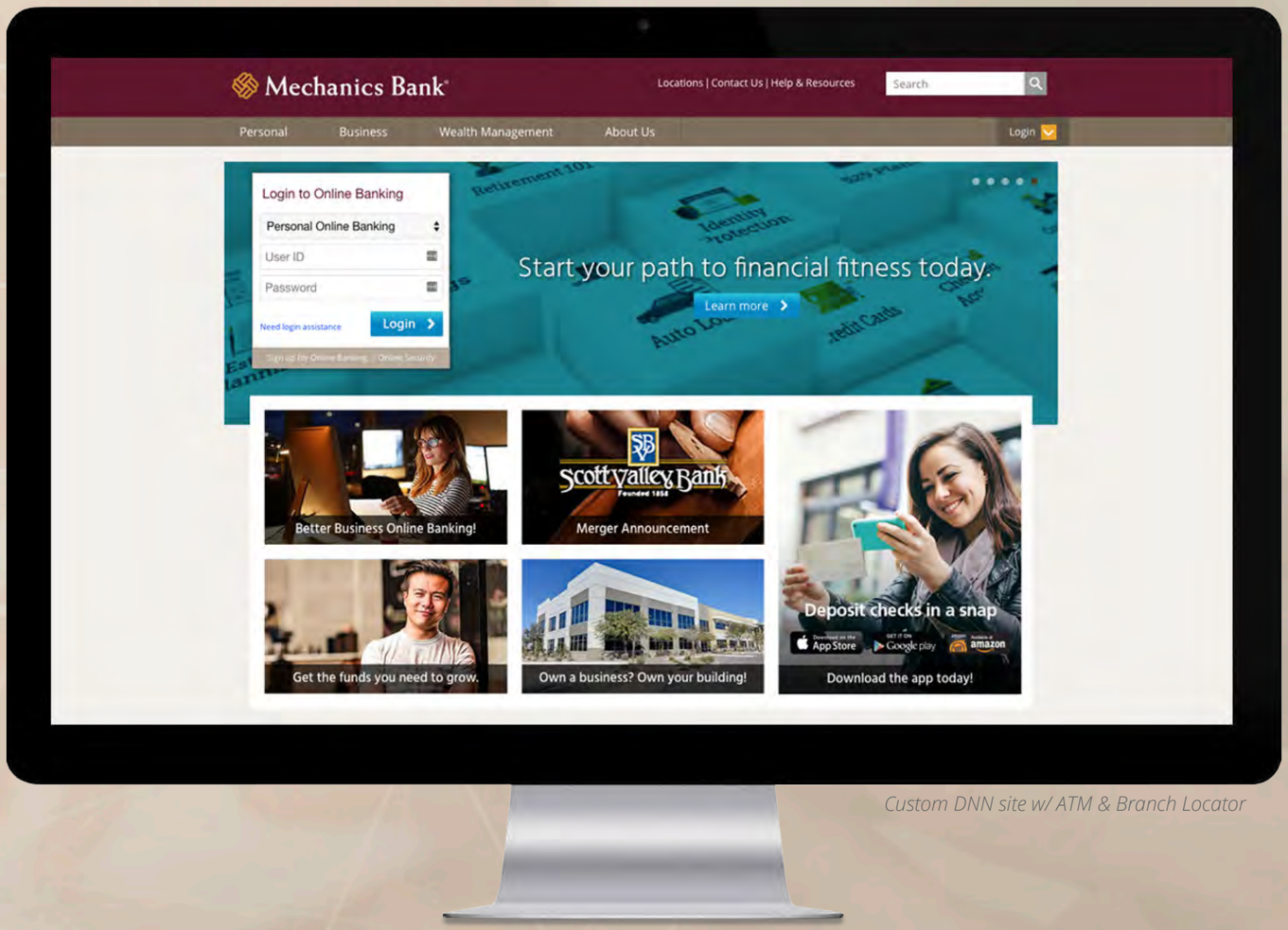
EXISTING PROBLEMS

Although their banking practices were top notch, their online banking practices weren't up to par with them. They needed a fresh and easy to use design, mobile responsive for their mobile customers, with the ability to provide mobile banking services, ATM and Branch locator, loan applications, account status, and all the banking services you'd expect to have to drive to the bank for.

OUR SOLUTIONS

Clarity started with professional design, using elements from their company's history and branding. Then a clean and powerful mega menu was constructed, making it easy to find what you're looking for. A powerful search engine, tons of information pages, clean navigation, integration with an ATM/Branch locator API, company BIOs and history and much more provide a clean mobile responsive experience for their customers.

3 MONTHS • DESIGN • INTEGRATION • CUSTOM DEV



Custom DNN site w/ ATM & Branch Locator

MECHANICS BANK ‹CONT.›

www.mechanicsbank.com

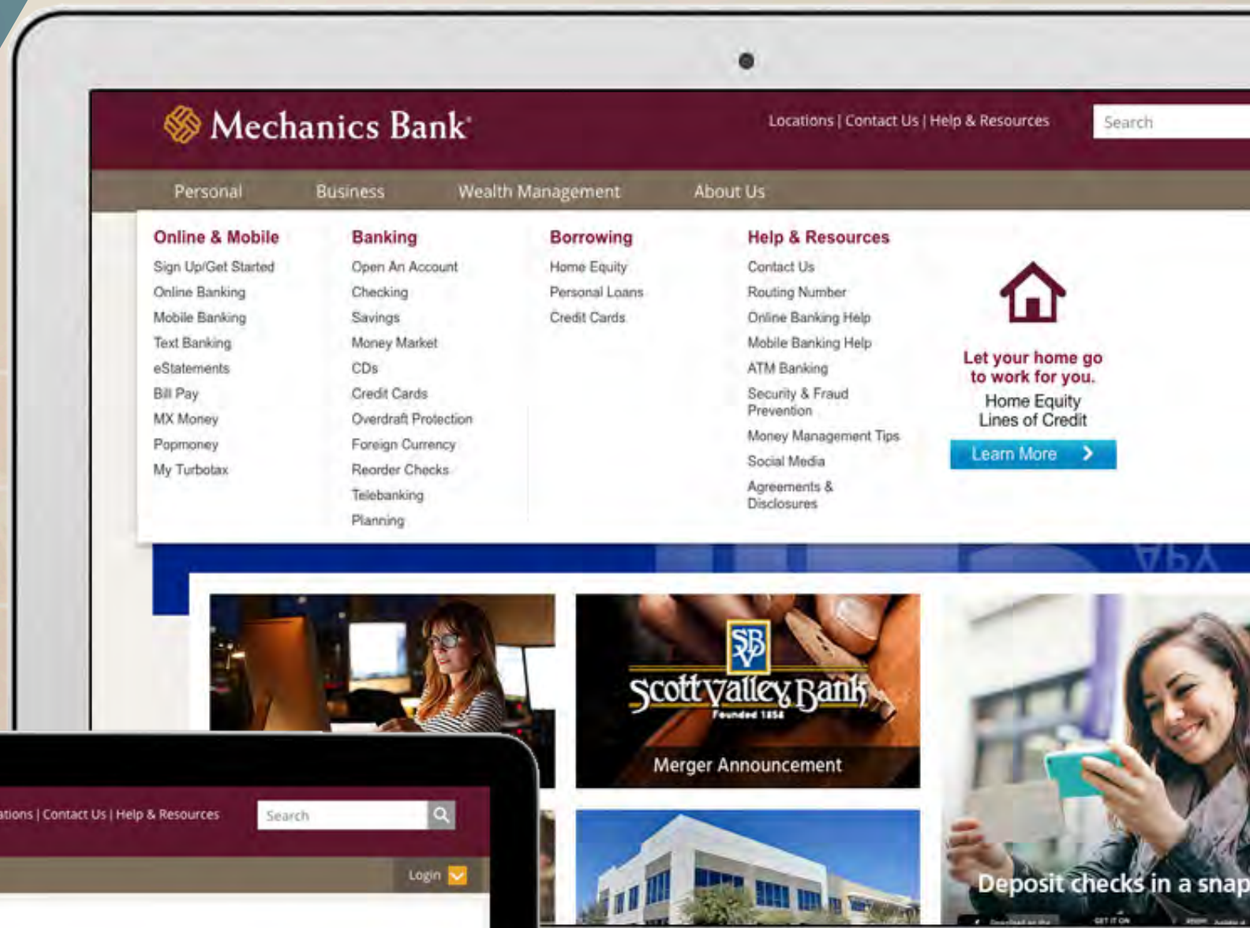
BENEFITS

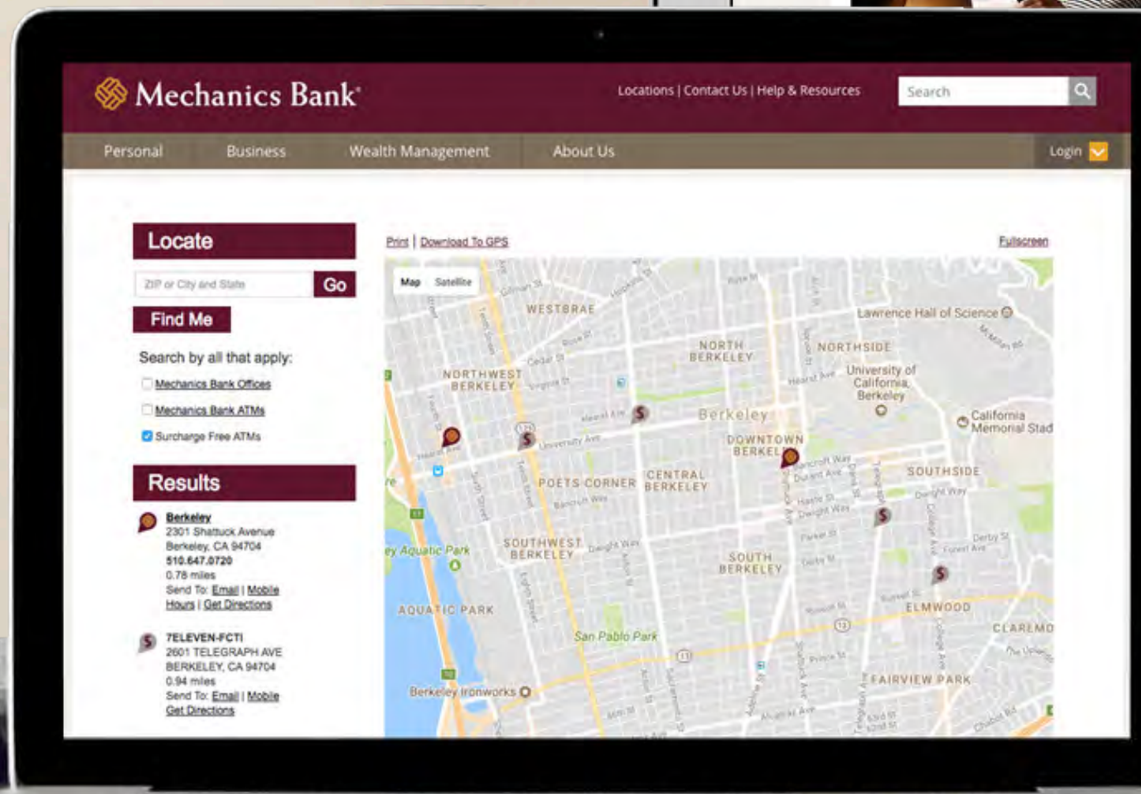
This client was in need of a targeted eCommerce solution that was HIPAA compliant, integrated with a custom international ERP system, and handled custom payment types including credit card, insurance, Medicare and Medicaid. It needed to be easy to use for their older customers, and they wanted it quickly.

TECHNOLOGIES

Clarity spun up an Agile project, with teams simultaneously working with a design company (Easel Solutions), on the front-end UI elements and on the back-office integration and eCommerce components. Working closely with the client and partner, we were able to hit their short deadline, as well as integrate with an international ERP that we'd never seen before. We created an easy-to-use interface for their visitors, which included navigation in light and dark contrasting colors, in all capital letters, product detail pages with the price and checkout button oversized and clearly marked to make the process clear for the user.

Custom Mega-menu w/ CTA's





DNN · CSS3 · evoq · Modernizr · jQuery · HTML5

HANDIMEDICAL SUPPLY

www.handimedical.com

5 MONTHS • INTEGRATION • HIPAA COMPLIANCE • ECOMMERCE

THE CLIENT

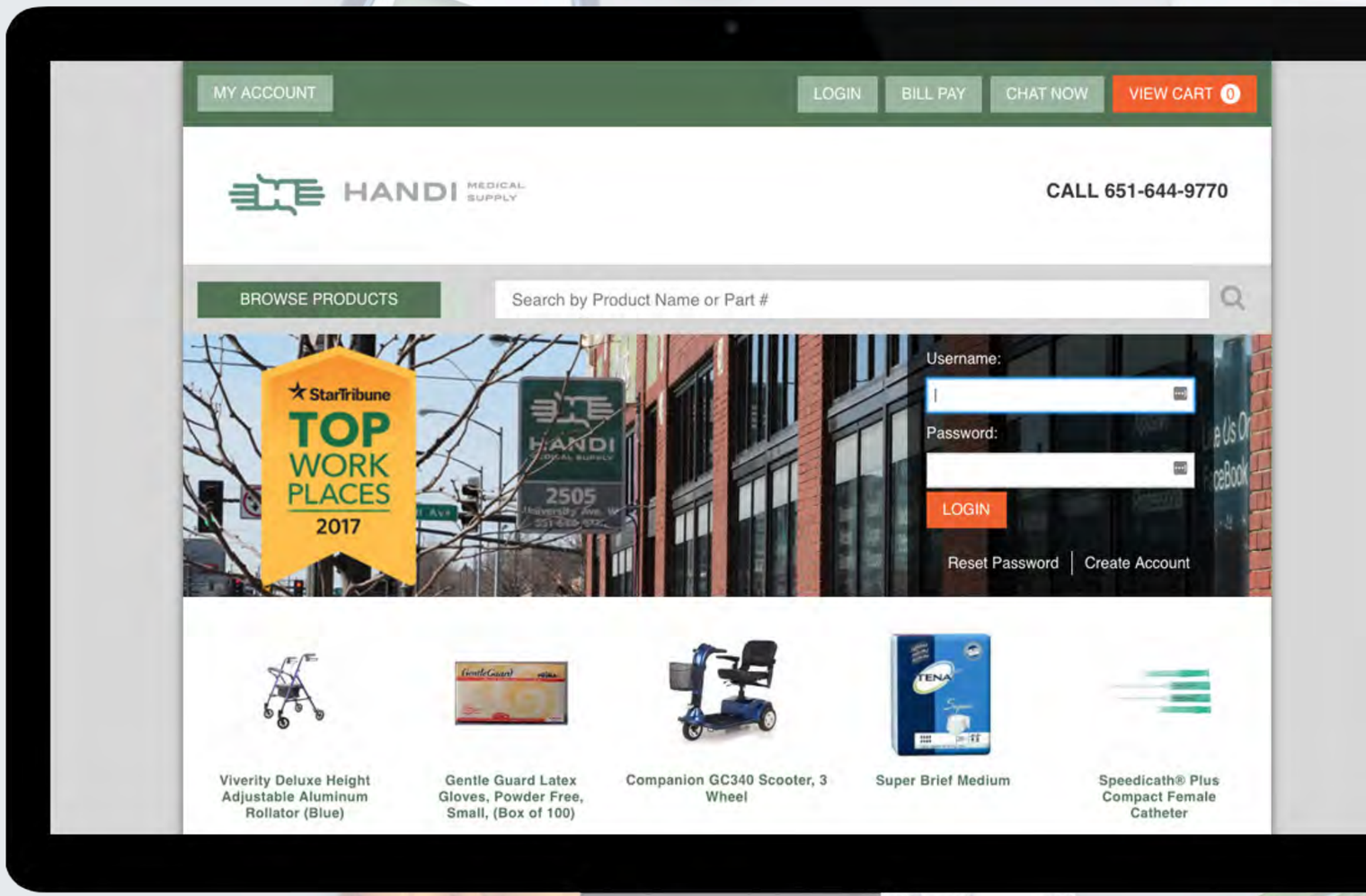
A design firm approached Clarity as a partner to build a custom solution that they had designed for a client. Clarity used their eCommerce and Integration platforms and built an online store, re-ordering portal with a native real-time integration with the client's ERP back-office system, improving user experience, increased sales and big reduction in administration.

EXISTING PROBLEMS

A design firm, specializing in Medical websites had been contracted by Handimedical to design them a website specifically suited for an older crowd. This meant section 508 compliance, cleaner design, specialized page templates, layouts and removing all clutter. The only problem was that they needed a partner that could handle not only building the site they designed, but could implement an eCommerce solution and integrate it with the client's back-office ERP system, and be HIPAA compliant. To add a little spice to the project, the medical ERP was out of the Phillipines, which posed some unique issues during development. The checkout cart was highly customized to handle insurance payments, including Medicare and Medicaid.

OUR SOLUTIONS

Clarity used their eCommerce platform, Clarity eCommerce™, and built out the store. They added in extra controls for grid and list views to remove clutter, added Section 508 tags and descriptions, created a custom UI so the end users could search and retrieve all past orders, both for making re-ordering easier, but because many of the clients needed their medical expenses for their taxes. Clarity Connect™ was used to do their custom real-time integration with their back-office ERP system and we topped it off linking to all their social accounts.



HANDIMEDICAL ‹CONT.›

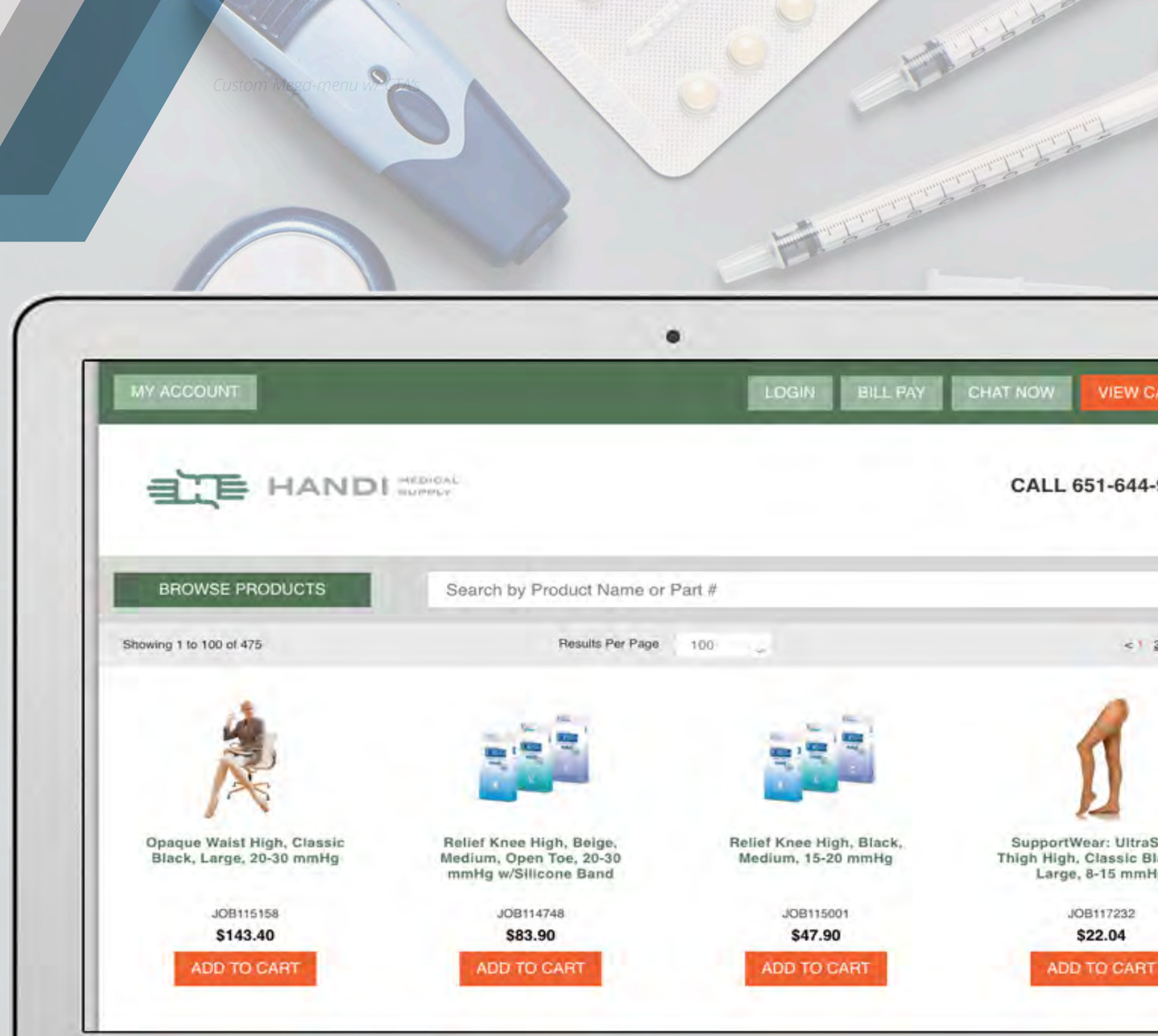
www.handimedical.com

BENEFITS

From day one of launching the new site, the client said that their users were extremely happy with the usability of the new product catalog. They said that the checkout process with dramatically simplified, but they were most happy about the ability to search and find any past order and use it to automatically re-load the cart with the same items, adjust the quantity and re-order. The client said the back-end administration and reporting reduced the management of their system by more than 100%, specifically siting the improved automation with the HIPAA-compliant ERP integration.

TECHNOLOGIES

Clarity eCommerce™ for the eCommerce platform. Clarity Connect™ for the shipping, sales tax and Tim's ERP integrations. Microsoft ASP.Net for custom e-commerce development. Microsoft SQL Server for scalablility and performance. DNN Content Management System for enterprise level CMS. Certified search engine optimization to deliver top SEO results. Angular and Telerik controls to make usability faster and cleaner.



SHORT-FORM AGREEMENT

THIS SHORT-FORM AGREEMENT (the "Agreement") dated effective 4/20/2020 (the "Effective Date"), is made and entered into by and between Williamson County ("Client Company"), and Clarity Ventures, Inc., ("Clarity", each a "Party" and collectively, the "Parties"). Capitalized terms used in this Agreement but not defined herein shall have the meanings given in the Terms and Conditions (as defined below).

ARTICLE I
SCOPE AND TERMS

Section 1.01. *Appointment and Acceptance:* Client Company appoints and retains Clarity as its provider of certain Services (as defined and outlined herein); and Clarity accepts such appointment and agrees to provide such Services pursuant to the terms and conditions of this Agreement for Client Company.

Section 1.02. *Scope of Services.* Clarity agrees to provide Client Company the following services (the "Services"):

(a) **Clarity will provide DNN Content Management System consulting and software update services for Client Company website, which can include debugging and associated updates to existing third-party DNN modules, DNN environment, software version and other changes as required. Client Company has requested 80 hours for support, to assist them in any requests they may need with their DNN website and associated architecture.**

Section 1.03. *Term*. This Agreement will commence on the Effective Date and will continue for a three (3) month term, unless terminated according to the provisions of this Agreement. It is expected that if the Parties desire to enter a longer-term relationship, the Parties shall enter into a Project Agreement or Master Services Agreement whose terms shall govern that longer-term relationship.

Section 1.04. *Payment*. Client Company agrees to pay $150 an hour for the Front-End Services and $175 an hour for back-end services rendered under this Agreement, plus reasonable travel if applicable with this project and requested by Clint Company. Client Company has elected to use Clarity's post-payment model, which Clarity will invoice every 30 days by email, with Payment due upon receipt of the invoice. Payment is expected within forty-five (45) days of receipt of an invoice, detailing Clarity's activities.

If required, original invoices should be sent to:

Williamson County
301 SE Inner Loop, Suite 107
Georgetown, TX. 78626

Section 1.05. *Terms and Conditions:* The Parties warrant and represent that they have read and understand the terms and conditions available at [Clarity_Terms_and_Conditions_for_SOW.pdf] ("Terms and Conditions"), as the same may be amended from time to time, which are hereby incorporated by reference along with the terms and conditions of this Agreement, all of which shall govern the activities between the Parties. Nothing contained herein shall act as a waiver of either Party's rights arising from the Agreement. In the event of any ambiguity or conflict, the Terms and Conditions shall control.

ARTICLE II
MISCELLANEOUS

Section 2.01. *Termination:* Either Party may terminate this Agreement upon thirty (30) days written notice.

Section 2.02. *Counterparts.* The Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one Agreement. Only one counterpart signed by the Party against whom enforceability is sought need be produced to evidence the existence of the Agreement. Electronic copies of the executed version shall have the same force and effect as the original.

Section 2.03. *Governing Law.* The Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, notwithstanding any state or other jurisdiction's choice of law provision to the contrary. Any proceeding to enforce, interpret, challenge the validity of or recover for the breach of any provision of the Agreement shall be subject to Article 10 of the Terms and Conditions.

Section 2.04. *No Waiver of Sovereign Immunity or Powers:* Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

Section 2.05. *Texas Prompt Payment Act Compliance:* Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Section 2.06. *Texas Law Applicable to Indemnification:* All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

Section 2.07. *Mediation:* The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

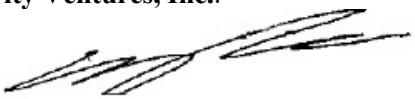
Section 2.08. *Termination for Convenience:* This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

Section 2.09. *Proprietary Information and Texas Public Information Act:* All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Vendor does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be

disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Vendor, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Vendor."

Section 2.10. Signature & Acceptance.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the Effective Date.

Williamson County:	**Clarity Ventures, Inc.**:
By: _____	By: 
Printed: _____	Printed: ____Chris Reddick_____
Position: _____	Position: ____CEO_____
Date: _____	Date: _____04/20/2020_____

Commissioners Court - Regular Session **32.**

Meeting Date: 05/05/2020

Approving Software Evaluation License Agreement CentralSquare

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Software Evaluation License Agreement between Williamson County and CentralSquare Technologies, LLC. for software training to support the operations of the Williamson County Sheriff's Office and authorizing execution of the agreement.

Background

This agreement is for training on the P2C (Police to Citizen) module of the CentralSquare software currently owned by the County. The term of this agreement is April 20, 2020 to December 1, 2020. This is being provided at no cost to the County and will help departments during the time of social distancing limitations. Department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/29/2020 09:49 PM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 09:51 PM
Form Started By: Thomas Skiles		Started On: 04/24/2020 06:08 AM
Final Approval Date: 04/29/2020		

DocuSign Envelope ID: 6E575249-49D2-463A-B611-E76B9E9D0718

Software Evaluation License Agreement

This Software Evaluation License Agreement (this "**Agreement**"), effective as of April 20, 2020 (the "**Effective Date**"), is by and between CentralSquare Technologies, LLC a Delaware Limited Liability Corporation with offices located at 1000 Business Center Drive, Lake Mary, Florida 32746 ("**CentralSqaure**") and Williamson County Sheriff, TX with offices located at 301 SE inner loop ("**Customer**").

WHEREAS, CentralSquare desires to license to Customer, and Customer desires to obtain a license, the Software described in **Exhibit A** solely for Customer's evaluation purposes during the time period, and in the quantity set forth on **Exhibit A**, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the time period, and in the quantity set forth in **Exhibit A** ("**Evaluation Period**") to: (a) use the products described in **Exhibit A** in object code format (the "**Software**") solely for Customer's evaluation purposes for use by employees of Customer who Customer permits to access and use the Software and/or Documentation as set forth in **Exhibit A** ("**Authorized Users**"); and (b) use CentralSquare's user manuals, handbooks, and installation guides relating to the Software provided by CentralSquare to Customer either electronically or in hard copy form relating to the Software (the "**Documentation**") solely for Customer's evaluation purposes in connection with Customer's use of the Software. Customer will not use the Software for any purpose other than evaluating and testing such Software in connection with assessing whether Customer desires to enter into a commercial license agreement with CentralSquare for the Software. This Agreement does not provide a commercial license and Customer's use of the Software after the Evaluation Period is subject to the parties' entering into and executing a separate commercial license agreement.

2. Professional Services. CentralSquare may provide professional services related to the Software which may include installation, implementation, training, and other professional services deemed necessary by CentralSquare, in its sole discretion.

3. Use Restrictions. Customer shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (a) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (d) remove any proprietary notices from the Software or the Documentation; or (e) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

4. Reservation of Rights. CentralSquare reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software.

DocuSign Envelope ID: 6E575249-49D2-463A-B611-E76B9E9D0718

5. Delivery. CentralSquare shall deliver the Software to Customer electronically, on tangible media, or by other means, in CentralSquare's sole discretion. Risk of loss of any tangible media on which the Software is delivered will pass to Customer on delivery to carrier.

6. Customer Responsibilities. Customer is responsible and liable for all uses of the Software and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.

7. Support. CentralSquare may provide support to the Software described in Exhibit A. However, CentralSquare has no obligation under this Agreement to provide support, maintenance, upgrades, modifications, or new releases of the Software or Documentation to Customer.

8. Evaluation Fee. The parties agree that no license fees or other fees will be payable under this Agreement in exchange for the licenses granted under this Agreement. Customer acknowledges and agrees that this fee arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

9. Confidential Information. From time to time during the Evaluation Period, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

DocuSign Envelope ID: 6E575249-49D2-463A-B611-E76B9E9D0718

10. Intellectual Property Ownership; Feedback.

(a) Customer acknowledges that, as between Customer and CentralSquare, CentralSquare owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation.

(b) If Customer or any of its employees or contractors submits, orally or in writing, suggestions or recommended changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), CentralSquare is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to CentralSquare on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and CentralSquare is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although CentralSquare is not required to use any Feedback.

11. Disclaimer of Warranties. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" FOR INTERNAL EVALUATION ONLY. THE SOFTWARE LICENSES GRANTED HEREIN ARE NOT INTENDED FOR OPERATIONAL USE. CENTRALSQUARE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CENTRALSQUARE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CENTRALSQUARE MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification. Customer agrees to indemnify, defend, and hold harmless CentralSquare and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, or costs resulting from any claim, suit, action, or proceeding based on Customer's or Customer's Authorized Users' (a) negligence or willful misconduct or (b) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement. In the event CentralSquare seeks indemnification or defense from Customer under this provision, CentralSquare shall promptly notify Customer in writing of the claim(s) brought against CentralSquare for which CentralSquare seeks indemnification or defense. CentralSquare reserves the right, at its option and in its sole discretion, to assume full control of the defense of claims with legal counsel of CentralSquare's choice. Customer may not enter into any third-party agreement, which would, in any manner whatsoever, affect CentralSquare's rights, constitute an admission of fault by CentralSquare or bind CentralSquare in any manner, without CentralSquare's prior written consent.

13. Limitations of Liability. IN NO EVENT WILL CENTRALSQUARE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION,

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DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

14. Term and Termination. This Agreement is effective as of the Effective Date and, unless terminated earlier pursuant to this Section 14, will continue in effect until the expiration of the Evaluation Period. CentralSquare may terminate this Agreement on written notice to Customer if Customer materially breaches or fails to comply with any terms or conditions of this Agreement and does not cure such breach or failure within ten (10) days after receiving written notice thereof. CentralSquare may terminate this Agreement without cause by providing at least 30 days written notice to Customer. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate and Customer shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to CentralSquare that the Software and Documentation has been deleted or destroyed. This Section 14 and Sections 4, 6, 8, 9, 10, 11, 12, 13, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

(a) Entire Agreement. This Agreement, together with **Exhibit A**, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

(c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually

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acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with United States federal law and the laws of the State of Delaware without giving effect to the conflict of law principles thereof.

Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section.

Good Faith Negotiations. The Parties agree to send written notice to the other party of any Dispute ("Dispute Notice"). After the other party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute at a mutually agreed to location. Each Party shall be responsible for its associated travel costs.

Escalation to Mediation. If the parties cannot resolve any Dispute during the good faith negotiations either party may initiate mediation.

Mediation. The parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

Confidential Mediation. The parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration, or other proceeding involving the parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Arbitration as a Final Resort. If the parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either party may commence binding arbitration in accordance with the provisions regarding Arbitration.

Arbitration. In the event a dispute is escalated to arbitration such controversy or claim shall be finally settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a sole arbitrator appointed in accordance with the said Rules. The arbitration shall be held in Seminole County, Florida, and shall be conducted in the English language. Notwithstanding anything above, such arbitration proceedings shall in no way impair or limit the right of either Party to seek injunctive relief without recourse to arbitration, or to otherwise pursue immediate relief needed to prevent the breach of this Agreement. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence.

(f) Assignment. Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will

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relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(g) Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

(h) Existing Agreement. To the extent Customer has a separately executed agreement with Williamson County Sheriff, TX on a different subject matter, such agreement will continue unmodified under its own terms.

(i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CentralSquare Technologies, LLC	Williamson County Sheriff, TX
DocuSigned by:	
By: David Gai	By: _____
AE461C202444D8...	
Name: David Gai	Name: _____
Title: Chief Customer Officer	Title: _____
Date: 4/24/2020	Date: _____

DocuSign Envelope ID: 6E575249-49D2-463A-B611-E76B9E9D0718

EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

1. DESCRIPTION OF SOFTWARE:

Evaluation Services

2. EVALUATION PERIOD: April 20, 2020 expiring on December 1, 2020

Commissioners Court - Regular Session **33.**

Meeting Date: 05/05/2020

BMW Motorcycles

Submitted For: Randy Barker **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

To discuss, consider and take appropriate action on awarding IFB #3548 for the purchase of two (2) BMW 1250 RTP Motorcycles for the Sheriff's Office to Woods Fun Center in the total amount of $57,105.80.

Background

Purchasing solicited sealed bids for BMW motorcycles. One (1) supplier submitted a bid. There are few certified BMW dealerships due to their strict requirements. The bid was reviewed by Purchasing and the Sheriff's Office and found the bid to be responsive and acceptable. The total amount of the award will be $57,105.80. The point of contact for the Sheriff's Office will be Chief Tim Ryle. Funding Source 01.0100.0560.005700. This was budgeted FY20.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recorded Statement of Offers

Letter of Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/30/2020 09:41 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:03 AM
Form Started By: Mary Watson		Started On: 04/29/2020 02:07 PM
Final Approval Date: 04/30/2020		

Recorded statement of opening offers

SOLICITATION NAME: IFB BMW 1250RTP Motorcycles

DATE & LOCATION OF OPENING: Apr 21 2020 9:00 AM Georgetown

LINKED LOTS: —

COMPANY NAME: **Williamson County**

ADDRESS: 100 Wilco Way, Suite P101
TX 78626, Georgetown, US

CONTACT PERSON: **Mary Watson**

JOB TITLE CONTACT PERSON: **Purchasing Specialist III**

SHORT DESCRIPTION:

SOLICITATION NOTICE:

Notice is hereby given that Williamson County will be accepting sealed Bids for the above-mentioned goods and/or services.

Williamson County prefers and request electronic submittal of this Bid. However paper bids will currently still be received. Instruction for submission via hard-copy are included in this IFB.

**All Vendors must ensure that their time zone settings are set correctly to Central Standard Time (UTC-06:00) all times posted will be in Central Standard Time. Late submittals can not be accepted due to issues with time zone settings.

GENERAL INFORMATION:

Williamson County Sheriff's Office requests bids for two BMW 1250 RTP

Motorcycles.

INITIAL CONTRACT TERM:

One Time Purchase

RENEWAL OPTIONS:

N/A

PRE-BID MEETING:

N/A

PARTICIPATION:

Interested Suppliers can view the full details of the Solicitation by clicking the **'PARTICIPATE'** button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

****!** I DON'T SEE A PARTICIPATE BUTTON **!****
You must be on the https://platform-us.negometrix.com website in order to access Williamson County's Solicitation information.

SUPPORT

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

LIVE BID OPENING

Please click on the link below to attend the live bid opening at 11:00 a.m. Central Standard Time on 4/21/2020.

Bid Opening

SUPPLIERS

NAME SUPPLIER	ADDRESS
Woods Fun Center	11405 N IH 35 78753, Austin, US

NAME SUPPLIER	ADDRESS	
Solicitations and lots	Price	Submission
3548 IFB BMW 1250RTP Motorcycles	**$57,105.80**	**3/10/2020 12:13:49 PM**

Signature: _____

Mary Watson

Location: _____

Date: _____

Tim Ryle
Chief Deputy

Robert Chody
WILLIAMSON COUNTY SHERIFF
508 South Rock Street
Georgetown, Texas 78626
Phone (512) 943-1300 * Fax (512) 943-1444

Roy Fikac
Asst Chief Deputy- Law Enforcement

Randolph Doyer
Asst Chief Deputy - Corrections

April 29, 2020

TO: Mary Watson-Purchasing

FROM: Chief Deputy Tim Ryle

SUBJECT: BMW 1250RTP Motorcycles

RE: IFB #3548, IFB Evaluation

In response to Solicitation #3548 the Purchasing Department received one responsive bid from companies desiring to provide two BMW motorcycles for Williamson County.

The Evaluation Committee, with Purchasing Department overview, reviewed the bid. After reviewing the bid and considering the pricing, Woods Fun Center, is the best overall selection for two BMW motorcycles for Williamson County. Even though the bid was over budget by $1,105.80 we will be able to cover the cost difference from our additional funding in line item 0100.0560.005700.

The Williamson County Sheriff's Office recommends that Woods Fun Center be awarded the two BMW motorcycle contract for Williamson County – Solicitation #3548.

Thank you,

T Ryle

Tim Ryle
Chief Deputy Sheriff

Commissioners Court - Regular Session **34.**

Meeting Date: 05/05/2020

1903-305 renewal 1 for Medical Supplies for Williamson County Jail

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of 1903-305 Medical Supplies for Williamson County Jail, contract renewal option 1, for the term of July 01, 2020 through June 30, 2021 with Zhou Medical Solutions, LLC.

Background

This is the first renewal option period for this contract. The Sheriff's Office/Jail submitted a Vendor Performance Report (VPR) showing the vendor met all the county requirements and recommends renewal. The department point of contact is Abigail Dass. The funding source for this requirement is in the budget under Medical Supplies, 01.0100.0570.003200.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1903-305 renewal option 1 Medical Supplies for Williamson County Jail

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Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/29/2020 06:20 PM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 09:15 PM
Form Started By: Dianne West		Started On: 04/24/2020 04:29 PM
Final Approval Date: 04/29/2020		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Supplies	**Department:**	Williamson County Jail
Vendor Name:	Zhou Medical Solutions, LLC		
Vendor Address:	2646 South Loop West, Ste 570, Houston, TX 77054		
Purpose/Intended Use of Product or Service (summary):			
Medical Supplies for Williamson County Jail			
P.O./Contract Number:	1903-305	**Effective Date:**	07/01/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	06/30/2021
Requested By:	Brian Lloyd, Williamson County Jail		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - Completed Texas Ethics Commission FORM 1295; AND
  - Renewed Certificate of Insurance
- **Extend Contract for the 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	July 01, 2020 – June 30, 2021
Initial Contract Period	July 01, 2019 – June 30, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Zhou Medical Solutions LLC

Name Fred Machoka

Title Founder

Signature _____

Date 04/21/2020

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Commissioners Court - Regular Session **35.**

Meeting Date: 05/05/2020

Wilco Georgetown Annex Addons

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase between Williamson County and Krueger International (KI)/TechCenter Design, Inc. to provide additional Tables and Chairs to the Georgetown Annex Building in the amount of $77,559.60 per the terms of Sourcewell Contract # 031715KI. Funding source is P325.

Background

This agreement is for the authorization of purchasing of 287 armless chairs and 40 rectangle tables for the Georgetown Annex located at 100 Wilco Way, Georgetown, TX 78626. Department point of contact is Rachel Arnold.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/30/2020 08:37 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 08:52 AM
Form Started By: Andrew Portillo		Started On: 04/27/2020 09:28 AM
Final Approval Date: 04/30/2020		



QUOTATION: LG20-470588/C

Wilco GTown Annex Addons

CREATED 2/10/2020 | REVISED 4/1/2020 | Valid Through 5/10/2020

TechCenter Design, Inc.
Furniture for Technology, Healthcare and Education

QUOTATION

Wilco GTown Annex Addons

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Quote Number: LG20-470588/C

CREATED 2/10/2020 | REVISED 4/1/2020 | **Valid Through 5/10/2020**

PRODUCT TOTALS	$77,559.60
See Quote Detail Summary	$0.00
GRAND TOTAL	**$77,559.60**

Requested Delivery Date: To be Determined

Sales Team:

Loretta Gray
Dealer Rep
Loretta@techcenterdesign.com
(512) 407-8447



Sold To
Williamson County
710 Main Street
Georgetown, TX 78626
P. (512) 943-1554 F. (512) 943-1662
Customer # 42885

End User
Williamson County
710 Main Street
Georgetown, TX 78626
P. (512) 943-1554 F. (512) 943-1662
End User # 42885

Ship To
To be Determined

Installation
To be Determined



Client Notes:
Sourcewell Contract: #031715KI

QUOTATION

CREATED	**2/10/2020**
VALID THROUGH	**5/10/2020**
Prepared By	Loretta Gray
Quote Filename	Wilco GTown Annex Addons - LG20-470588/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1: GT Annex 226							
1.1	**SWNAU**	Strive High Density Sled Base Armless Chair,Uph Seat	287		$148.80	**$42,705.60**	
		Frame Color	Flannel		/FN		
		Upholstery Grade/Color	Compliance to TB 117-2013		/NFR		
		Upholstery Grade/Color	Pallas Fabric Group P0		GRPP0		
		P0 Fabric	FLAME		FLAME		
		FLAME	ONYX		/27.219.141.P		
		Glide Option	No glides		/NG		
		Poly Seat & Back Color	No Fire Retardant		-NFR		
		Poly Seat & Back Color	Flannel		/PFN		
1.2	**HUN2472-ME**	Hurry Up Tbls,Flp-Tp-Nst,24x72",Rect,Urethane Edge	40		$871.35	**$34,854.00**	
		Edge Color	Flannel edge		/EFN		
		Surface Finish	KI Laminates		Standard		
		KI Laminates	STERLING ASH 7995-38		/LAZ		
		Base Finish	Flannel		/FN		
		Base Option	4 black casters w/black hub caps (2 locking)		/4CB		
		Modesty Panel Option	Fabric modesty panel		/FMP		
		Ganging	No ganging kit		-NK		
		Grommet or PowerUp Option	No grommet/no PowerUp		-NG		
		Wire Management Options	No wireway		-NW		
Tag 1: GT Annex 226					**WorkGroup Product Subtotal**	**$77,559.60**	

Quote Summary

Product SubTotal:	**$77,559.60**
Estimated Sales Tax:	**See Notes**
Quote Total:	**$77,559.60**

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Loretta Gray
Market Code: 9=9=State/Local Gov't

Opportunity #:

Quote Filename: Wilco GTown Annex Addons - LG20-470588

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
   KI
   1330 Bellevue Street
   Green Bay, WI 54302

2. The following items must be included on all purchase orders:
   - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
   - Ship To Information: complete legal name, address, contact name, contact phone number
   - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
   - Issue Date: date the purchase order was issued
   - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
   - Purchase Order Total: total of all items and services included on the purchase order
   - Authorization: signature of authorized purchasing agent or buying entity
   - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
     - Quantity of each item
     - Complete model number, including all finish and option information (by line item)
     - Net purchase price (by line item)
     - Extended net purchase price (all line items)
     - Any additional applicable charges (ex: installation and/or delivery charges)
     - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

Commissioners Court - Regular Session **36.**

Meeting Date: 05/05/2020

Expo Pavilion P474 - Prime Construction Change Order No. 3

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Exposition Center Pavilion Project (P-474); Prime Construction Change Order #3 in the amount of $27,234.07 for modified scope of work on Fire Suppression System change from Wet to Dry.

Background

This change order is to furnish and install all materials, tools and labor required for change in scope. There is no time extension expected. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Prime Change Order #3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/24/2020 11:24 AM
County Judge Exec Asst.	Andrea Schiele	04/27/2020 09:44 AM
Form Started By: Wendy Danzoy		Started On: 04/24/2020 10:38 AM
Final Approval Date: 04/27/2020		

RITTER · BOTKIN

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

CHANGE ORDER NO. 3

Project: Williamson County Exposition Center Pavilion

This Change Order includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) and Williamson County (Owner):

SCOPE:

Furnish and install all materials, tools, and labor required for the following scopes of work:

1. Fire Suppression System – change from Wet to Dry System (Change Event #18) $27,234.07
   a. Includes re-design, Engineering and Shop Drawings, pump and supply lines
   b. Add air compressor, accelerator & 2 outlets

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated. This change order will become effective, in whole, with signatures from parties noted below.

Change Order : $ 27,234.07

Williamson County

4.9.2020
Signature / Date

Dale Butler
Printed Name

Prime Construction Company Inc.

4/8/2020
Signature / Date

GREGG MATOCHA
Printed Name

Populous

4.9.2020
Signature / Date

John P. Fickel
Printed Name

Commissioners Court - Regular Session **37.**

Meeting Date: 05/05/2020

River Ranch Interpretive Center P465 - Pedernales Electric Construction Line Extension

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Utility Easement, Underground Agreement and Quote between Williamson County and Pedernales Electric Cooperative, Inc. related to utilities for the River Ranch County Park Interpretive Center.

Background

On November 26, 2019, the Court approved Utility Easement, Underground Agreement and Quote between Williamson County and Pedernales Electrical Cooperative, Inc. to transition electrical utility service from overhead to underground. This current action is the remainder of the underground utility installation to complete transition.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WO#135716 URD Easement

WO#135716 Agreement

Quote 215130 WO#135716 RR Interpretive Center

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/28/2020 09:52 AM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 05:01 PM
Form Started By: Wendy Danzoy		Started On: 04/28/2020 07:51 AM
Final Approval Date: 04/29/2020		

UTILITY EASEMENT

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

That Williamson County (Company Name) By

and through _____ (Printed Name) in the capacity of _____ (Title) and not individually, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an EXCLUSIVE easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including, without limitation, poles made of wood, metal or other materials, telecommunication wires, props, guys, and anchors) and an underground electric distribution system consisting of a variable number of underground cables and all necessary or desirable appurtenances (including, without limitation, conduits, primary cables, secondary conductors, enclosures, concrete pads, ground rods, ground clamps, transformers, cable terminators, cable riser shields, cutouts, and lightning arrestors overground) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Work Order No.: 135716

Being a 1011.979 acre tract of land, more or less, comprised of 670.364 acres out of the Joseph M. Glasscock Survey, Abstract No. 254; 325.352 acres out of the John Ingram Survey, Abstract No. 335 and 16.263 acres out of the Henry Field Survey, Abstract No. 233, Williamson County, Texas. Said tract being more particularly described on document Deed No. 2008070649. Said Tract being known as River Ranch County Park.

Location of right-of-way and easement herby conveyed shall be limited to a strip of land twenty (20) feet in width, being ten (10) feet on easch side of the centerline of the facilities as built with guying easements as needed, **or** as indicated on Exhibit "A", attached hereto and incorporated herein for all pertinent purposes.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines or cable and appurtenances; the right to place new or additional cable or cables in said system and to change the sizes thereof; the right to relocate within the limits of said right-of-way or system; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or system or their appurtenances; the right to place temporary structures for use in constructing or repairing said system.

Property Owner Name: Williamson County, Texas.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

Grantor, Grantor's heirs and legal representatives bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this _____ day of _____, 20_____.

_____
(Printed Name of Corporation or Business Name)

BY_____
(Printed Name and Title)

_____
(Signature)

(NOTARIZE ON BACK)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared

_____, acting on behalf of _____
(Printed Name) (Printed Corporate or Business Name)

and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same on behalf of said Business or Corporation for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of_____, 20_____.

(NOTARIZE ON BACK)

UNDERGROUND AGREEMENT

PEDERNALES ELECTRIC COOPERATIVE, INC.

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

WHEREAS, Williamson County, Texas

(hereinafter called Developer) is desirous that electric service to River Ranch County Park Interpretive Center, 1751 CR 282, Liberty Hill Texas.
be served by an underground electrical distribution system as shown on Exhibit A.

WHEREAS, Pedernales Electric Cooperative, Inc. (hereinafter called PEC) will install a portion of said underground electric distribution system and Developer will install a portion of said system;

NOW, THEREFORE, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, Developer and PEC hereby agree as follows:

1. Developer will provide the trench, purchase and install the conduits, concrete transformer pads, above ground sectionalizing enclosures, sectionalizing enclosure pads, secondary enclosures or pads, ground rods, ground rod clamps, cap ends of all conduits, install approved pulling cord in conduits, and electric caution tape in accordance with plans and specifications.

2. PEC will invoice the Developer for the installed cost of primary and secondary URD cable in accordance with plans and specifications, including primary termination equipment. PEC shall provide, at its discretion, either transformer termination cabinets or transformers at each transformer pad as cable is installed.

3. If agreement and payment are not returned within ninety (90) days, a new cost estimate will be generated to reflect current material costs.

4. PEC, through its inspections, will ascertain that the plans and specifications are complied with during all phases of construction. In the event PEC finds any part of said system that has not been completed in accordance with the plans and specifications, PEC shall notify Developer of any such deficiencies. Notification shall be given three (3) days prior to commencement of initial trenching.

5. Developer will correct any and all deficiencies within ninety (90) days of notification from PEC.

6. Developer will show proof that the labor and materials installed have been paid in full and that all liens against said labor and materials are released.

7. Developer will furnish PEC easement rights as required for the purpose of operation and maintenance of said underground electrical system. Developer will ensure that all conduits, pads, etc. are installed within said easement and, thereby, assumes responsibility for the placement of all pads.

8. Developer hereby agrees to save and hold PEC harmless from any and all claims, judgments, causes of action, or any other type damages which may arise or result, either directly or indirectly, from any of the actions connected with the installation of said electrical distribution system.

9. Developer shall instruct all lot owners in the sections covered by this agreement who will be served by the underground system that they shall install a 3” conduit, in accordance with PEC

specifications, from a stub or pad, installed by the utility contractor, to a meter socket located on the residence, or meter pedestal, and that PEC shall be notified before installation begins.

10. PEC agrees that it will complete the system as an underground electrical distribution system in segments as required to furnish electrical service to qualified applicants in said sections provided Developer has completed its part of said system in accordance with this agreement.

11. All applications for service will be subject to the policies established by PEC which are in effect at the time the applications for electric service are made.

12. After Developer and the individuals applying for electric service have completed their portions of the underground electric installation in accordance with all PEC requirements, PEC will complete said portion of the electric underground facility by installing, when appropriate, transformers, terminations, and cable.

13. Any changes to the electrical system required because of re-subdivision by present or future owner shall be at the sole expense of the party desirous of the re-subdivision.

14. Upon completion and inspection of the underground electric facility, Developer agrees, in accordance with PEC's Tariff, that PEC shall at all times have complete ownership and control of the entire electric underground distribution system without any obligation to refund any part of the contribution made by the Developer and that the underground electric system shall be and become the property of Pedernales Electric Cooperative, Inc., upon the completion of the terms outlined above. Further, Developer hereby grants, gives and transfers the conduit and related electrical equipment to PEC free from any lien, security interest or other encumbrance.

15. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions.

Executed in duplicate originals this _____ day of _____, _____.

[NAME OF DEVELOPER]

_____

BY: _____

Name: _____

Title: _____

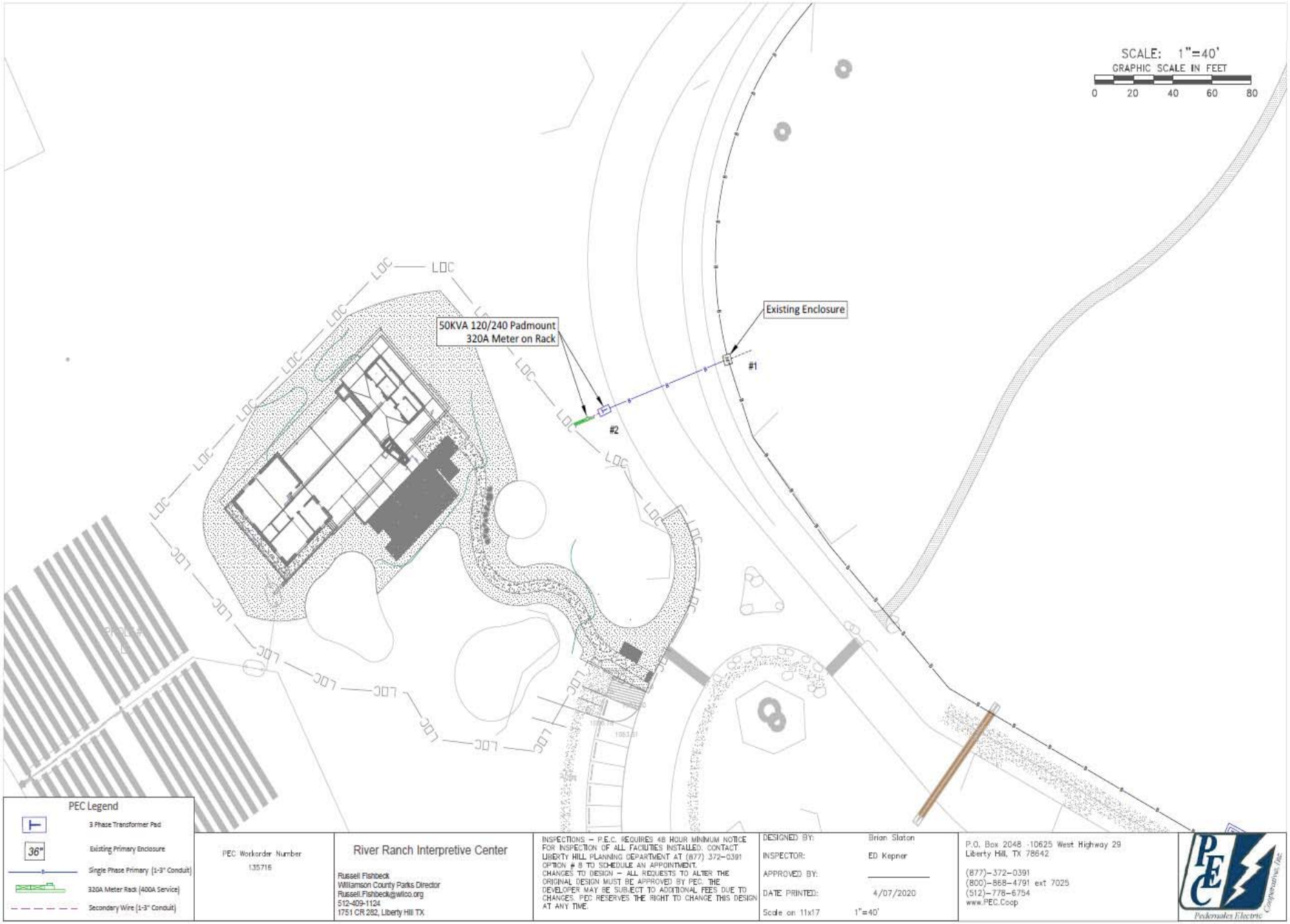
Pedernales Electric Cooperative, Inc.

BY: _____

Name: _____

Title: _____

Exhibit A


SCALE: 1"=40'
GRAPHIC SCALE IN FEET
0 20 40 60 80
50KVA 120/240 Padmount
320A Meter on Rack
Existing Enclosure
#1
#2
LOC
3OT
PEC Legend
3 Phase Transformer Pad
36"
Existing Primary Enclosure
Single Phase Primary (1-3" Conduit)
320A Meter Rack (400A Service)
Secondary Wire (1-3" Conduit)
PEC Workorder Number
135716
River Ranch Interpretive Center
Russell Fishbeck
Williamson County Parks Director
Russell.Fishbeck@wilco.org
512-409-1124
1751 CR 282, Liberty Hill TX
INSPECTIONS – P.E.C. REQUIRES 48 HOUR MINIMUM NOTICE FOR INSPECTION OF ALL FACILITIES INSTALLED. CONTACT LIBERTY HILL PLANNING DEPARTMENT AT (877) 372-0391 OPTION # 8 TO SCHEDULE AN APPOINTMENT. CHANGES TO DESIGN – ALL REQUESTS TO ALTER THE ORIGINAL DESIGN MUST BE APPROVED BY PEC. THE DEVELOPER MAY BE SUBJECT TO ADDITIONAL FEES DUE TO CHANGES. PEC RESERVES THE RIGHT TO CHANGE THIS DESIGN AT ANY TIME.
DESIGNED BY: Brian Slaton
INSPECTOR: ED Kepner
APPROVED BY:
DATE PRINTED: 4/07/2020
Scale on 11x17 1"=40'
P.O. Box 2048 -10625 West Highway 29
Liberty Hill, TX 78642
(877)-372-0391
(800)-868-4791 ext 7025
(512)-778-6754
www.PEC.Coop
PEC
Pedernales Electric Cooperative, Inc

Pedernales Electric Cooperative
10625 W. Hwy 29 • P.O. Box 2048
Liberty Hill, Texas 78642
pec.coop

QUOTE: 215130

Order Date: 04/09/2020
Terms: Due Upon Receipt
Expire Date: 07/09/2020

WILLIAMSON COUNTY
3151 SE INNER LOOP STE B
GEORGETOWN TX 78626-6343

Account: 907788

Description: WO# 135716 1751 CR 282 INTERPRETIVE CENTER_WILCO APRK

Instructions: This is your construction quote based on your meeting with our designer.
Please drop off in our drop box or mail your payment and any other attached documents to our office at your convenience so we can begin your project. Should you have any questions please email peclibertyhillplanning@peci.com or your designer, Brian.slaton@peci.com
Thank you
Carrie Garrett

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CIAC-LINE EXTEN	Total Construction-Line Extensions	1.000	EA	3,173.0000	3,173.00	
PEC CONTRIBUTI	PEC Contribution	-1.000	EA	2,000.0000	-2,000.00	
CIAC-LINE EXTEN	APPLICATION ACCT# 3001340536	1.000	EA	275.0000	275.00	

MESSAGES

Direct Inquiries to:
Liberty Hill Planning Department
1-877-372-0391, option 8
Fax: 512-778-6754
PECLibertyHillPlanning@peci.com

TOTAL ORDER AMOUNT: $ 1,448.00

Commissioners Court - Regular Session **38.**

Meeting Date: 05/05/2020

Expo Pavilion P474 - Change Order Approval for Dwayne Gossett

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action approving the appointment of Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement between Owner and Prime Construction relating to the Williamson County Expo Horse Barn/Pavilion Project (P474) for any increase or decrease in cost of $30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; and further authorize Dwayne Gossett to sign non-contractual permit applications associated with the construction of the project.

Background

Section 262.031 of the Local Government Code allows for the grant of such authority up to $30,000.00 (see below). Any change orders that are approved pursuant to this item will be placed on the Commissioners Court's Consent Agenda the following week so that they are acknowledged and made a part of the minutes.

Local Government Code Sec. 262.031. CHANGES IN PLANS AND SPECIFICATIONS. (b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/29/2020 05:03 PM
Form Started By: Wendy Danzoy		Started On: 04/29/2020 10:16 AM
Final Approval Date: 04/29/2020		

Commissioners Court - Regular Session **39.**

Meeting Date: 05/05/2020

Brushy Creek Regional Trail - Phase V (P419) Chasco CO #5 - ADA Compliance

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Brushy Creek Regional Trail – Phase V Project (P-419); Change Order #05 in the amount of $19,210.00 to approve funding from within the existing contract contingency for Civil Sitework changes, which was executed by Tom Stanfield, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

Background

This change order was to provide quantity adjustments to Reinforced Concrete Slope Protection (RipRap Conc 5in) & Reinforced Concrete Curbing (Conc Curb TyC2) Unit Price Pay Application Items to match actual installed amounts and to also provide ADA accessible parking stall, now needed due to delays in construction of the adjoining section by City of Round Rock. On October 30, 2018, the Williamson County Commissioners Court granted Tom Stanfield, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Chasco Construction, Ltd, LLP in relation to the Williamson County Brushy Creek Regional Trail – Phase V Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chasco CO #5 - Brushy Creek ADA Compliance

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:37 AM
Form Started By: Wendy Danzoy		Started On: 04/30/2020 07:49 AM
Final Approval Date: 04/30/2020		

Form 2146-L
(Rev. 10/11)
Page 1 of 1

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 005

1. CONTRACTOR: Chasco Constructors

2. Change Order Work Limits: Sta. STA 243+00 to Sta. STA 243+40

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

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

1. RIPRAP (CONC)(5IN) -extended limits to eliminate need for GABION MATTRESSES. Field change approved/confirmed by LG Representative. See CP 04 attached.
2. ADD ADA accessible parking stall. Field change approved/confirmed by LG Representative. See CP 05 attached.
3. ADD 40 LF of CONC CURB TY C2 as directed by LG representative. See CP06 attached. 4. ADD Scour treatment as directed by LG representative. See CP07 attached.
All ADD and DEDUCTS BASED ON PROJECT UNIT PRICING

CCSJ:	0914-05-191
Project:	Brushy Creek Trail
Highway:	n/a
County:	Williamson
District:	Georgetown Office
Contract Number:	

5. New or revised plan sheet(s) are attached and numbered: n/a

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

By signing this change order, the contractor 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. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.

THE CONTRACTOR Date

By

Typed/Printed Name

Typed/Printed Title

The following information must be provided

Time Ext. #: n/a Days added on this C.O.: 0

Amt. added by this change order: $19,210.00

For TxDOT use only:

Days participating:

Amount participating:

Signature Date

Name/Title

RECOMMENDED FOR EXECUTION:

Drew Carman, Project Manager
Name/Title Date

DREW CARMAN 4/14/2020
Name/Title Date
☒ APPROVED ☐ REQUEST APPROVAL

CHARLES J. GLACE, PRESIDENT
Name/Title Date

Charles J. Glace 4/14/2020
Name/Title Date
☐ APPROVED ☐ REQUEST APPROVAL

Heather McNeal, Project Engineer
Name/Title Date

Heather McNeal 4/4/20
Name/Title Date
☐ APPROVED ☐ REQUEST APPROVAL

Russ Hibbert 4-15-20
Name/Title Date

Name/Title Date
☐ APPROVED

Engineer's Seal:

APPROVED
By Tom Stanfield at 9:12 am, Apr 15, 2020

CHASCO CONSTRUCTORS

BRUSHY CREEK REGIONAL TRAIL PH 5

CP 04 CONCRETE DITCH RIPRAP

4/8/2020

ITEM	SPEC	DESCRIPTION - ORIGINAL BID ITEMS	UNIT	UNIT PRICE	QTY	
432	6002	RIPRAP (CONC)(5 IN) - EXTENDED LIMITS TO ELIMINATE NEED FOR GABION.	CY	$440.00	16.00	$7,040.00
459	6007	GABION MATTRESSES - NOT NEEDED. CONCRETE RIPRAP USED IN LIEU OF GABION	SY	$300.00	(24.00)	($7,200.00)
						($160.00)

TOTAL **($160.00)**

ADDITIONAL DAYS REQUESTED **NA**

THIS ESTIMATE IS BASED ON:

CHASCO CONSTRUCTORS

BRUSHY CREEK REGIONAL TRAIL PH 5

CP 05 ADD ADA PARKING

4/9/2020

ITEM	SPEC	DESCRIPTION	UNIT	UNIT PRICE	QTY	
NA	NA	ADD ADA PARKING FOR ACCESSIBILITY.	LS	$8,500.00	1.00	$8,500.00
						$8,500.00

INCLUDES: DEMO AND HAUL OFF EXISTING CONCRETE
GRADE FORM & POUR NEW CONCRETE PAVING
GRADE FORM & POUR NEW CONCRETE SIDEWALK

TOTAL **$8,500.00**

ADDITIONAL DAYS REQUESTED **NA**

THIS ESTIMATE IS BASED ON: DRAWING FROM RVI

CHASCO CONSTRUCTORS

BRUSHY CREEK REGIONAL TRAIL PH 5

CP 06 - ADD 40 LF OF C2 WALL

4/8/2020

ITEM	SPEC	DESCRIPTION - ORIGINAL BID ITEMS	UNIT	UNIT PRICE	QTY	
529	6027	CONC CURB (TY C2) - ADD 40 LF FROM STATION 243+00 TO 243+40	LF	$145.00	40.00	$5,800.00
						$5,800.00

TOTAL **$5,800.00**

ADDITIONAL DAYS REQUESTED

THIS ESTIMATE IS BASED ON:

CHASCO CONSTRUCTORS

BRUSHY CREEK REGIONAL TRAIL PH 5

CP 07 - SCOUR TREATMENT AT OUTFALL PIPE

4/8/2020

ITEM	SPEC	DESCRIPTION - ORIGINAL BID ITEMS	UNIT	UNIT PRICE	QTY	
432	6022	RIPRAP (STONE COMMON) (DRY) (6 IN)	CY	$135.00	27.00	$3,645.00
531	6001	CONC SIDEWALKS (4")	SY	$42.00	10.00	$420.00
						$4,065.00
		SAWCUT & REMOVE CONCRETE	LS	$600.00	1.00	$600.00
		PIPE UNDERDRAIN	EA	$405.00	1.00	$405.00
						$1,005.00
					TOTAL	**$5,070.00**
					ADDITIONAL DAYS REQUESTED	**NA**

THIS ESTIMATE IS BASED ON:

Commissioners Court - Regular Session **40.**

Meeting Date: 05/05/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #3

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Inner Loop Annex Renovations (P-434); Vaughn Construction Change Order #3 in the amount of $1,905.00 to provide changes in scope for various framing and sheetrock changes per RFIs 51, 52 and 54.

Background

This change order is to provide changes per RFIs. There is a time extension expected of 10 days. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Vaughn CO #3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:42 AM
Form Started By: Wendy Danzoy		Started On: 04/30/2020 08:30 AM
Final Approval Date: 04/30/2020		

VAUGHN CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

April 14, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation

Job No: 279101

Subj: Change Proposal No. 279101-0003

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $1,905 (one thousand nine hundred five) dollars to provide Various Framing/Sheet Rock Changes Per RFI's 51, 52 and 54 for the above referenced project.

Revised per OAC notes

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

Reviewed by KGA

Luma Jaffar

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0003

QUOTATION :

Item	Labor	Materials	Subs	Total
RFI 51 - Replace Damaged Wood Studs in Restrooms 605 and 606	$0.00	$0.00	$196.00	$196.00
RFI 52 - Add Fry Reglet Reveal to room 611	$0.00	$0.00	$1,070.00	$1,070.00
RFI 54 - Reduce wall size. Demo and Buildback with 2-1/2" studs/track	$0.00	$0.00	$444.00	$444.00
Totals	$0.00	$0.00	$1,710.00	$1,710.00

Insurance, Tax, Benefits on Labor	$0.00
Overhead	$0.00
Fee on Subs	$171.00
Fee on JTV	$0.00
Bond	$23.81
Remodel Tax	$0.00
TOTAL	**$1,904.81**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 4/14/2020

Accepted

By: _____

Date 4-28-20

VAUGHN CONSTRUCTION

By: _____

Thomas Morrill

Proposal Valid for 10 Days

Standard Drywall, Inc.

4304-A Burch Drive Del Valle, TX 78617

Change Order Proposal

TO: Thomas Morrill
Vaughn Construction
10355 Westpark Dr.
Houston, TX 77042
PHONE: (210) 328-0193
FAX: blank

DATE: March 21, 2020

JOB NAME: Wilco Inner Loop Radio Annex

JOB NUMBER: TX7290 -3

Description: RFI 51 - Replace Damaged Wood Studs

DETAILS OF WORK	Unit	Quantity	Unit Cost	Total
Materials				
Wood Framing			$ -	$ 50.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	0.00%	$ -
			Material Subtotal	$ 50.00
Equipment				
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	8.25%	$ -
			Equipment Subtotal	$ -
Labor				
Framing Labor				$ 120.00
				$ -
				$ -
				$ -
				$ -
				$ -
			Labor Subtotal	$ 120.00
			Subtotal	$ 170.00
		OH&P	15.00%	$ 25.50
			TOTAL AMOUNT OF CHANGE:	**$ 196**
			ADDITIONAL DAYS REQUESTED:	

QUALIFICATIONS:

ACCEPTED BY:

Thomas Morrill Date

SUBMITTED BY:

March 21, 2020

Jeremy Riddle Date

Revised: 9/17/2004

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 51

To: Luma Jaffar
KGA Architecture
1701 Directors Blvd., Ste. 770
Austin, TX 78744
Phone: (512) 441-8200
Fax:

From: Thomas Morrill

Date: 3/16/2020

Required By: 3/18/2020

Owner: Williamson County, Texas

Job No : 279101

Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Re: Wood Framing in Restrooms 605 and 606

Spec. Section:

Drawing Number: A1.00

Other Reference:

Question:
Restrooms 605 and 606 both have wood framed walls that have been exposed to termites. There are a few studs and track that are not repairable in their current state. Please confirm how to continue in this area

---

Proposed Answer:
Wood studs and track that are damaged by termites will be replaced with new wood studs.

Answer:
Replace the damaged studs with new wood studs.
PER KGA

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:

Standard Drywall, Inc.

4304-A Burch Drive Del Valle, TX 78617

Change Order Proposal

TO: Thomas Morrill
Vaughn Construction
10355 Westpark Dr.
Houston, TX 77042
PHONE: (210) 328-0193
FAX: blank

DATE: March 20, 2020

JOB NAME: Wilco Inner Loop Radio Annex

JOB NUMBER: TX7290 -4

Description: RFI 52 - Add Fry Reglet Reveal to room 611

DETAILS OF WORK	Unit	Quantity	Unit Cost	Total
Materials				
			$ -	$ -
Fry Reglet			$ -	$ 300.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	0.00%	$ -
			Material Subtotal	$ 300.00
Equipment				
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	8.25%	$ -
			Equipment Subtotal	$ -
Labor				
Labor				$ 480.00
				$ -
				$ -
				$ -
				$ -
Shipping				$ 150.00
			Labor Subtotal	$ 630.00
			Subtotal	$ 930.00
		OH&P	15.00%	$ 139.50
			TOTAL AMOUNT OF CHANGE:	**$ 1,070**
			ADDITIONAL DAYS REQUESTED:	

QUALIFICATIONS:

ACCEPTED BY:

Thomas Morrill Date

SUBMITTED BY:

Jeremy Riddle March 20, 2020
Date

Revised: 9/17/2004

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 52

To: Luma Jaffar
KGA Architecture
1701 Directors Blvd., Ste. 770
Austin, TX 78744
Phone: (512) 441-8200
Fax:

From: Thomas Morrill

Date: 3/16/2020

Required By: 3/19/2020

Owner: Williamson County, Texas

Job No : 279101

Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Re: Reveals on walls in Elections Training Room 616

Spec. Section:

Drawing Number: A1.00

Other Reference:

Question:
There are 2 reveals that travel all the walls in Room 616 except behind the judges bench (see attached pictures). Please confirm if the reveals should continue at this location.

Proposed Answer:
The reveals will be continued behind the :judges bench"

Answer:
The reveals will be continued behind the 'judges bench', Per KGA

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:


212


VAUGHN

Standard Drywall, Inc.

4304-A Burch Drive Del Valle, TX 78617

Change Order Proposal

TO: Thomas Morrill
Vaughn Construction
10355 Westpark Dr.
Houston, TX 77042
PHONE: (210) 328-0193
FAX: blank

DATE: March 21, 2020

JOB NAME: Wilco Inner Loop Radio Annex

JOB NUMBER: TX7290 -5

Description: RFI #54 - Reduce wall size. Demo and Buildback with 2-1/2" studs/track

DETAILS OF WORK	Unit	Quantity	Unit Cost	Total
Materials				
Framing		1	$ 50.000	$ 50.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	0.00%	$ -
			Material Subtotal	$ 50.00
Equipment				
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	8.25%	$ -
			Equipment Subtotal	$ -
Labor				
Labor		1	$ 336.00	$ 336.00
				$ -
				$ -
				$ -
				$ -
				$ -
			Labor Subtotal	$ 336.00
			Subtotal	$ 386.00
		OH&P	15.00%	$ 57.90
			TOTAL AMOUNT OF CHANGE:	**$ 444**
			ADDITIONAL DAYS REQUESTED:	

QUALIFICATIONS:

ACCEPTED BY:

Thomas Morrill Date

SUBMITTED BY:

March 21, 2020

Jeremy Riddle Date

Revised: 9/17/2004

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 54

To: Luma Jaffar
KGA Architecture
1701 Directors Blvd., Ste. 770
Austin, TX 78744
Phone: (512) 441-8200
Fax:

From: Thomas Morrill

Date: 3/17/2020

Required By: 3/18/2020

Owner: Williamson County, Texas

Job No : 279101

Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Re: Water Closet and Urinal Spacing in Restrooms 605 and 606

Spec. Section:

Drawing Number: A1.01

Other Reference:

Question:
Drawing A1.01 shows new wing walls in restrooms 605 and 606 to separate the sinks and waterclosets/urinals. This layout does not allow enough room for the water closet and urinal closest to the wing wall (see attached pictures). Please advise on how to proceed with this layout.

Proposed Answer:
Reduce wall width to a smaller stud or eliminate a sink and move the wall to accommodate watercloset/urinal

---

Answer:
Reduce wall width to a smaller stud, per KGA

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:





Commissioners Court - Regular Session **41.**

Meeting Date: 05/05/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #5

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Inner Loop Annex Renovations (P-434); Vaughn Construction Change Order #5 in the amount of $3,218.00 to bring existing water heater up to code per RFI 045.

Background

This change order is to provide changes per RFI. There is a time extension expected of 10 days. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Vaughn CO #5

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2020 09:49 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 11:30 AM
Form Started By: Wendy Danzoy		Started On: 04/30/2020 08:35 AM
Final Approval Date: 04/30/2020		

VAUGHN CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

March 31, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation

Job No: 279101

Subj: Change Proposal No. 279101-0005

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $3,218 (three thousand two hundred eighteen) dollars to provide bring existing water heater up to code per RFI 045 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

Reviewed by KGA

Luma Jaffar

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0005

QUOTATION :

Item	Labor	Materials	Subs	Total
bring existing water heater up to code per RFI 045	$0.00	$0.00	$2,889.00	$2,889.00

Totals	$0.00	$0.00	$2,889.00	$2,889.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$288.90
	Fee on JTV			$0.00
	Bond			$40.22
	Remodel Tax			$0.00
	TOTAL			**$3,218.12**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 3/31/2020

Accepted

By: _____

Date 4-28-20

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 45

To: Luma Jaffar
KGA Architecture
1701 Directors Blvd., Ste. 770
Austin, TX 78744
Phone: (512) 441-8200
Fax:

From: Jarvis Brawley

Date: 03/06/2020

Required By: 03/13/2020

Owner: Williamson County, Texas

Job No : 279101

Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Re: Existing water heater not up to code

Spec. Section: N/A

Drawing Number: N/A

Other Reference:

Question:
The existing water heater is not up to code with the Texas Mechanical code. Please confirm we are to correct this code error.

Answer:

It would be our recommendation for existing equipment to meet current code requirements; however, please relate details and associated costs for Williamson County to decide on action.

Thanks,
Donald Smith, P.E.
Agnew Associates, Inc.
3/6/20

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:

Stellar Plumbing, Inc.
807 Tradesmens Park Loop, Suite C
Hutto, Texas 78634
Phone: (512) 642-6447
RMP M-37633

Proposed Change Order

To:	Vaughn Construction 6604 N Lamar Austin, Texas 78752	Date:	March 17, 2020
		Stellar Plumbing PC No.:	1
Attention:	Thomas Morrill	P.C. Description:	Rework Existing Water Heater
Phone:	(512) 318-1332		
Fax:	tmorrill@vaughnconstruction.com	Project No.:	26
		Project:	Wilco Annex & Radio Shack 301 SE Inner Loop Georgetown, Texas 78626
G.C. Ref. No.:			
Arch. Ref. No.:			

We propose to furnish all the labor and material required to install the Plumbing changes on the above project in accordance with the following description:

DEMO/REMOVE AND DRAIN EXISTING WATER HEATER FOR RELOCATION. TO BRING UP TO CODE WE WILL NEED TO PUT THE HEATER ON A STAND, INSTALL A FLOOR DRAIN FOR POP OFF AND DRAIN PAN DRAIN, REWORK EXISTING GAS LINE AND TEST THE ENTIRE GAS SYSTEM, BREAK OUT CONCRETE FOR FLOOR DRAIN AND INSTALL A NEW FLOOR DRAIN, REWORK VENT PIPING FOR NEW LOCATION AND REWORK WATER LINES AS NEEDED. ADD FOR COMBUSTION AIR DUCT WORK.

Drawings Affected	Dated
P2.01	5/10/2019

Total cost of proposed change to contract	**$**	**2,889**
Change to completion date of contract from date of release		

Our pricing reflects changes only as indicated by above description. All exclusions and qualifications of the original contract remain the same. This price is subject to change if not released within thirty (30) days or if trades proceed with further construction that may hinder our normal installation.

Please, notify us in writing if we are to proceed with the proposed change.

Sincerely,
STELLAR PLUMBING, INC.

Richard Chapman

Richard Chapman
Estimator/Project Manager

	P.C. No. 1
Project Name Wilco Annex & Radio Shack	Project No. 26

Pricing Summary

Labor		$	1,633
Subcontractors		$	50
Jobsite Expenses		$	50
Materials & Equipment		$	719
Sub-Total		**$**	**2,452**
Warranty Percentage	2.0%	$	49
Sub-Total		**$**	**2,501**
Overhead Percentage	10%	$	250
Sub-Total		**$**	**2,751**
Fee Percentage	5%	$	138
Sub-Total		**$**	**2,889**
Texas State Remodel Tax	0.00%	$	-
Sub-Total		**$**	**2,889**
Bond Percentage	0%	$	-
Total P. C. Pricing		**$**	**2,889**

STELLAR PLUMBING, INC.
Proposed Change Order Form

P.C. No. **1**

Project Name: Wilco Annex & Radio Shack

Project No. **26**

Cost Code	Description									Amount
	Labor									
4000	Plumbing Piping Labor	0% O.T.	26.0	HRS @	$ 49.50 /HR	-	HRS @	$ 74.25 /HR	$	1,287.00
		0% O.T.	-	HRS @	$ 49.50 /HR	-	HRS @	$ 74.25 /HR	$	-
7970	Plumbing / Piping Foreman	0% O.T.	-	HRS @	$ 59.60 /HR	-	HRS @	$ 89.40 /HR	$	-
		0% O.T.	3.0	HRS @	$ 49.50 /HR	-	HRS @	$ 74.25 /HR	$	148.50
7600	Project Manager Labor		-	HRS @	########				$	-
7620	Detailing Labor	0% O.T.	1.0	HRS @	$ 48.70 /HR	-	HRS @	$ 73.05 /HR	$	48.70
7610	Project Engineer Labor		-	HRS @	$ 52.86 /HR				$	-
7970	Roll Out and Clean Up	0% O.T.	2.0	HRS @	$ 49.50 /HR	-	HRS @	$ 74.25 /HR	$	99.00
								Total Labor	**$**	**1,632.70**
	Subcontractors									
6510	SHEET METAL SUB								$	-
6520	INSULATION SUB								$	50
6530	TEMPERATURE CONTROLS SUB								$	-
6540	TAB SUB								$	-
6550	PLUMBING SUB								$	-
6560	CERTIFICATION/TESTING SUB								$	-
6570	FIRE PROTECTION SUB								$	-
6580	SITE UTILITIES SUB								$	-
6610	ELECTRICAL SUB								$	-
6620	HEAT TRACE SUB								$	-
6630	FIRE STOP SUB								$	-
6640	WATER TREATMENT SUB								$	-
6650	HOT TAP SUB								$	-
6710	HOISTING & RIGGING SUB								$	-
6720	CONCRETE CORE/CUT SUB								$	-
6721	CONCRETE POUR BACK SUB								$	-
6725	SLAB X-RAY/SCANNING SUB								$	-
6730	EXCAVATION SUB								$	-
6740	WELDING SUB								$	-
6750	GENERAL CONTRACTING SUB								$	-
6760	ROOFING SUB								$	-
6770	PAINTING SUB								$	-
6810	SERVICE SUB								$	-
6860	ENGINEERING SUB								$	-
	OTHER SUB								$	-
								Total Subcontractors	**$**	**50**
	Jobsite Expenses									
7310	PERMIT AND FEES								$	50.00
7350	SITE FACILITIES								$	-
7090	TRAVEL EXPENSE								$	-
7040	EQUIPMENT RENTAL								$	-
7120	PARKING								$	-
7510	FIELD OFFICE SUPPLIES								$	-
415.18	JOBSITE STORAGE								$	-
7200	DOCUMENT REPRODUCTION								$	-
								Total Jobsite Expenses	**$**	**50.00**

STELLAR PLUMBING, INC.
Proposed Change Order Form

P.C. No.
1

Project Name	Project No.
Wilco Annex & Radio Shack	**26**

Cost Code	Description		Amount
	Materials		
1500	Plumbing Fixtures & Equipment		$ 26
1000	Plumbing Materials		$ 613
			$ -
			$ 46
			$ -
	Materials Sub-Total		$ 685
	Consumables Percentage	5%	$ 34
	Equipment		
			$ -
			$ -
			$ -
			$ -
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			$ -
	MISC EQUIPMENT		$ -
	Sub-Total Materials & Equipment		$ 719.15
	Sales Tax Percentage		$ -
	Total Materials & Equipment		**$ 719.15**

2889

Commissioners Court - Regular Session **42.**

Meeting Date: 05/05/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #2

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Inner Loop Annex Renovations (P-434); Vaughn Construction Change Order #2 in the amount of $9,995.00 for changes in scope associated with ASI.
This change order provides revisions to break room for vending machine relocation and additional demo of constructed cubicle walls in the old HR area.

Background

This change order is to provide changes in ASI 1 to the contract. There is a time extension expected of 6 days. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Vaughn CO #2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2020 09:49 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 11:56 AM
Form Started By: Wendy Danzoy		Started On: 04/30/2020 08:56 AM
Final Approval Date: 04/30/2020		

VAUGHN CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

March 18, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation

Job No: 279101

Subj: Change Proposal No. 279101-0002

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $9,995 (nine thousand nine hundred ninety-five) dollars to provide Changes associated with ASI 1 for the above referenced project.

Revised per OAC notes

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

Reviewed by KGA

Luma Jaffar

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0002

QUOTATION :

Item	Labor	Materials	Subs	Total
Mechanical changes	$0.00	$0.00	$2,024.00	$2,024.00
Framing changes	$0.00	$0.00	$415.00	$415.00
Electrical changes	$0.00	$0.00	$4,860.00	$4,860.00
Additional clean-up	$1,062.00	$763.00	$0.00	$1,825.00
Totals	$1,062.00	$763.00	$7,299.00	$9,124.00

Insurance, Tax, Benefits on Labor	$16.25
Overhead	$0.00
Fee on Subs	$729.90
Fee on JTV	$0.00
Bond	$124.92
Remodel Tax	$0.00
TOTAL	**$9,995.07**

TIME EXTENSION TO CONTRACT: 6 Days

Submitted Date: 4/14/2020

Accepted

By: _____

Date 4-28-20

VAUGHN CONSTRUCTION

By: _____

Thomas Morrill

Proposal Valid for 10 Days

AMENDED HVAC ASI #1Change Order Proposal

Hill Country Pro HVAC
GEMINI MECHANICAL

18 Indian Meadow Round Rock, Texas 78664 (512)244-3436 office (512) 244-3498 fax
TACLB00028659E

General Contractor: Vaughn **April 14, 2020**
Attn: Thomas Morrill

Re: Wilco Annex & Radio – ASI #1

We base our quotation on the following bid documents:

Plans Dated: 02/2//2020
Mechanical sheets: M0.02, M1.01, M2.01

Scope of Work:
1. (3) Air devices
2. HVAC demolition per plans
3. Round smooth wall metal branch ductwork w/ insulation as specified.
4. Air Balance by NEBB certified contractor.
5. Labor and supervision.
6. 1-year labor warranty
7. Prevailing wages

Exclusions:
1. Sales tax, overtime, controls, spiral ductwork, fabric ductwork.

HVAC Change Order Price: ***$2,024.00***
Two Thousand Twenty-Four Dollars

Austin Adair

Office Phone: (512) 244-3436 #213 / Mobile: (512) 999-8338
Email: ***AADAIR@GEMINIMECH.COM***

Standard Drywall, Inc.

4304-A Burch Drive Del Valle, TX 78617

Change Order Proposal

TO: Thomas Morrill
Vaughn Construction
10355 Westpark Dr.
Houston, TX 77042
PHONE: (210) 328-0193
FAX: blank

DATE: April 14, 2020

JOB NAME: Wilco Inner Loop Radio Annex

JOB NUMBER: TX7290 -2

Description: ASI 1 - Add additional 4" wall in lactation room (114) and credit 2 wing walls in voting room (101)

DETAILS OF WORK	Unit	Quantity	Unit Cost	Total
Materials				
Framing Materials			$ -	$ 157.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	0.00%	$ -
			Material Subtotal	$ 157.00
Equipment				
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	8.25%	$ -
			Equipment Subtotal	$ -
Labor				
Labor				$ 204.00
				$ -
				$ -
				$ -
				$ -
				$ -
			Labor Subtotal	$ 204.00
			Subtotal	$ 361.00
		OH&P	15.00%	$ 54.15
			TOTAL AMOUNT OF CHANGE:	**$ 415**
			ADDITIONAL DAYS REQUESTED:	

QUALIFICATIONS:
Add: 15' of Wall Type B4 in Room 114 (Lactation Room).
Credit: 7' of Wall Type B6 where wing walls were deleted.

ACCEPTED BY:

Thomas Morrill Date

SUBMITTED BY:

Jeremy Riddle April 14, 2020 Date

Revised: 9/17/2004

Standard Drywall, Inc.
3900 Drossett Drive, Austin, Texas 78744
Phone: 512-651-5096 Fax: 512-651-5133

Bid Summary

Wilco Inner Loop Anex/Radio Shop

ASI 1

Bid No. 11

Selected Sections: 07210 Insulation, 09110 Interior Metal Framing, 09250 Gypsum Board
Selected Typical Areas:
Selected Areas: (unassigned), Monumental sign, Area A, Area B, Radio Shack Bldg

Estimator:	Job Status:
Job Class:	Bid Date/Time: **10/10/2019 2:00:00 PM**
Wage Type: **Union**	Plans Date: **9/23/2019**

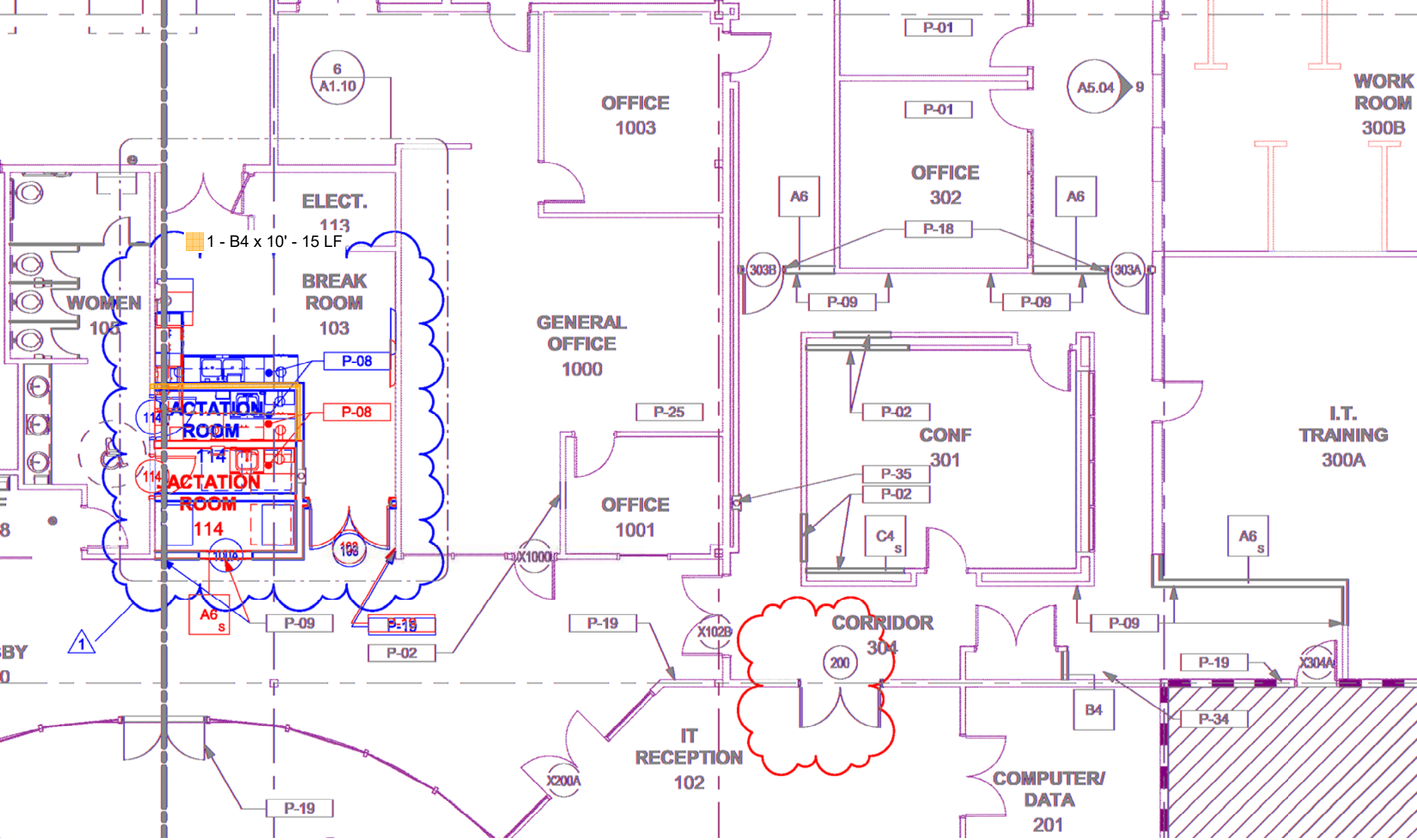
Job Site: Wilco Annex / Radio shack, 301 South Innerloop, Georgetown, TX 78626

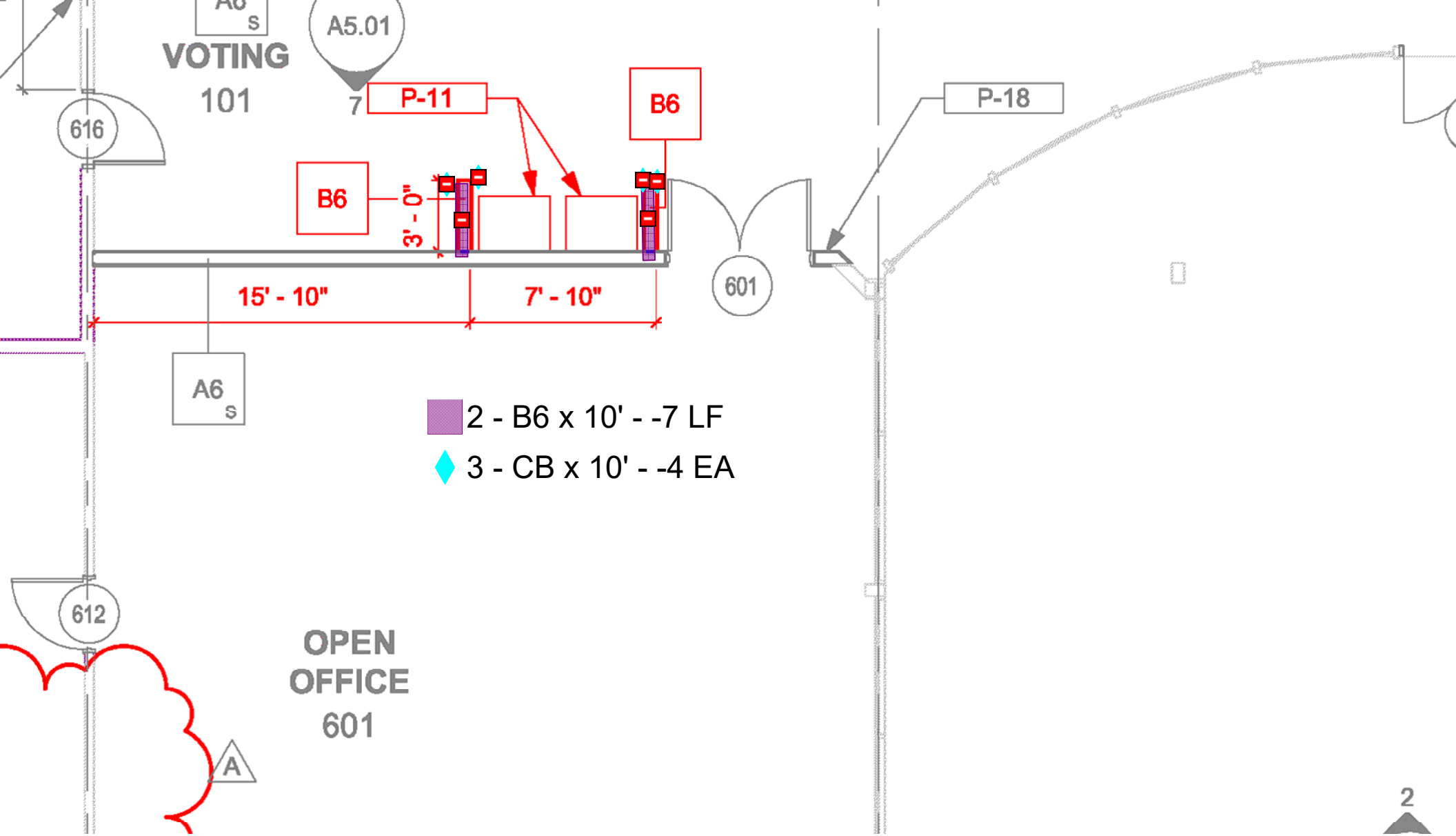
Area A

No.	Condition	Height	Quantity	Unit Cost Mat.	Unit Cost Lab.	Total Cost
2	B6 x 10'	10' 0"	-6.58 LF	1.41	1.83	-213.28
3	CB x 10'	10' 0"	-4.00 EA	1.51	4.68	-24.76
				Material & Labor Subtotal:		**-238.04**
				Area A Subtotal:		**-238.04**
				15.00%	Overhead	-35.71
				0.00%	Profit	0.00
				Area A Total:		**-273.75**

Area B

No.	Condition	Height	Quantity	Unit Cost Mat.	Unit Cost Lab.	Total Cost
1	B4 x 10'	10' 6"	15.14 LF	1.61	2.16	599.09
				Material & Labor Subtotal:		**599.09**
				Area B Subtotal:		**599.09**
				15.00%	Overhead	89.86
				0.00%	Profit	0.00
				Area B Total:		**688.96**
				Grand Subtotal:		**361.05**
				15.00%	Overhead	54.16
				0.00%	Profit	0.00
				Grand without additional markups Total:		**415.21**
				Additional Markups Total:		**0.00**
				Grand Total:		**415.21**


1 - B4 x 10' - 15 LF
OFFICE
1003
P-01
P-01
A5.04
9
WORK
ROOM
300B
OFFICE
302
A6
A6
P-18
303B
303A
P-09
P-09
ELECT.
113
6
A1.10
WOMEN
105
BREAK
ROOM
103
P-08
P-08
LACTATION
ROOM
114
LACTATION
ROOM
114
GENERAL
OFFICE
1000
P-25
P-02
CONF
301
P-35
P-02
C4
S
I.T.
TRAINING
300A
A6
S
OFFICE
1001
X1000
A6
S
P-09
P-19
P-02
P-19
X102B
CORRIDOR
304
200
P-09
P-19
X304A
B4
P-34
IT
RECEPTION
102
X200A
COMPUTER/
DATA
201
P-19


A6
S
A5.01
VOTING
101
7
P-11
B6
P-18
616
B6
3' - 0"
15' - 10"
7' - 10"
601
A6
S
2 - B6 x 10' - -7 LF
3 - CB x 10' - -4 EA
612
OPEN
OFFICE
601
A
2

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

4/10/20

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Change Order Number: 552 – 12 REV-1

CHANGE ORDER INFORMATION: Installation of (1) Type "C" Fixture, Demo (8) Outlets, Demo (8) Data Outlets, Rough-in/Install (2) GFCI, Demo (2) 2X4 fixtures.

WORK DESCRIPTION: Includes installing Installation of above items, and addition to any changes to ASI-01 Drawings. Revision 1 – Removed the relocation of (8) Data Drops, relocation of (8) outlets, and material associated with the relocations.

The total amount of this Change Order is: **$4,860.00**

Total Number of Working Days: **6 Days**

Exclusions:
- **Overtime**
- **Sheetrock Patch work**
- **Tax**
- **Existing Electrical Voltage Conditions**
- **Paint**
- **Delivery time of Lights**
- **Grid repair**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1001	3/4" EMT	200.00	139.54	C	279.08	7.00	C	14.00
10125	Demo 2'x4' Recessed Fixture	2.00	0.00	E	0.00	0.50	E	1.00
10173	Demo 20A Receptacle	8.00	0.00	E	0.00	0.36	E	2.88
1122	3/4" Steel Flex	40.00	121.70	C	48.68	5.00	C	2.00
1445	3/4" Set Screw Steel Conn	16.00	381.23	C	60.96	0.10	E	1.60
1545	3/4" Set Screw Steel Cplg	20.00	368.95	C	73.80	0.12	E	2.40
1869	3/4" Steel 2-Screw Flex Conn	16.00	7.74	E	123.84	0.35	E	5.60
2472	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4 KO's)	8.00	5.93	E	47.44	0.30	E	2.40
2582	1G Gangable Old Work (Cut-in) Switch Box	4.00	198.00	C	7.92	0.80	E	3.20
2660	#12 THHN CU Stranded Wire	1400.00	198.88	M	278.60	6.00	M	8.40
2810	12/2 Steel MC Cable w/Green Ground Wire	20.00	1092.00	M	21.84	17.50	M	0.35
2859	3/8" 2-Screw NMC/BX Conn	4.00	78.78	C	3.15	0.10	E	0.40
4409	#14-12-10 Wire Termination Labor	26.00	0.00	E	0.00	0.18	E	4.68
4703	20A/125V Spec Grade Dup Rcpt (5-20R)	1.00	209.75	C	2.10	0.30	E	0.30
4712	20A/125V Spec Grade GFI (5-20R)	2.00	19.48	E	38.96	0.35	E	0.70
7114	Ground Screw with Bare Pigtail	20.00	265.76	C	53.15	2.00	C	0.40
9935	3/4" Conduit Removal	80.00	0.00	E	0.00	0.06	E	4.80
9936	1" Conduit Removal	80.00	0.00	E	0.00	0.06	E	4.80
9945	Remove #12 wire (per foot)	180.00	0.00	E	0.00	0.40	C	0.72
T0001	Type "C" fixture	1.00	240.50	E	240.50	1.00	E	1.00
					1280.02			61.63

Change Order Summary	
Material Total	$1,280.02
Material Subtotal	**$1,280.02**
Electrician Hours	49.30
Electrician per Hour with Burden	$35.03
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	12.33
Superintendent per Hour with Burden	$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
Labor Subtotal	***$2,464.93***
Consumables (6% of material)	*$76.80*
Project Management (5% of labor)	*$123.25*
Safety ($0.50 per labor hour)	*$30.82*
Equipment	*$250.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$480.86***
Total Costs Subtotal	$4,225.81
Overhead & Profit (15%)	$633.87
CHANGE ORDER TOTAL	**$4,860**

Commissioners Court - Regular Session **43.**

Meeting Date: 05/05/2020

North Jail Water Softener & Boiler Replacement (P526) - Vaughn CO #1

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Jail Water Softener & Boiler Replacement Project (P-526); Change Order #01 in the amount of $17,600.00 from approve funding from within the existing contract contingency for Architectural changes, which was executed by Tom Stanfield, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

Background

This change order was to provide renovations / expansions to Open Records and Fingerprinting offices. There will be no time extension required for this project. On January 7th, 2020, the Williamson County Commissioners Court granted Tom Stanfield, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with JT Vaughn Construction, LLC in relation to the Williamson County North Jail Water Softener & Boiler Replacement Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

N Jail Water Softener Vaughn CO #1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2020 09:49 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 11:41 AM
Form Started By: Wendy Danzoy		Started On: 04/30/2020 08:41 AM
Final Approval Date: 04/30/2020		

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Williamson County Jail Boilers Poject 508 S Rock Street Georgetown, TX 78626	Contract For: General Construction Date: 12/10/19	Change Order Number: 001 Date: 2/27/2020
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
Williamson County, Texas 710 Main Street, Suite 101 Georgetown, TX 78626	Talex, Inc. Engineers 6300 La Calma Drive, Suite 100 Austin, Tx 78752	J.T. Vaughn Construction, LLC 10355 Westpark Drive Houston, TX 77042

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order No. 001 includes the Vaughn Change Order for the Change Propoals 1 for Vaughn Project No. 2719-02.
CP-01 - Renovation of Open Records & Fingerprinting

The original Contract Sum was	$	489,679.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	489,679.00
The Contract Sum will be increased by this Change Order in the amount of	$	17,600.00
The new Contract Sum including this Change Order will be	$	507,279.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 3/28 20

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Talex, Inc., Engineers	J.T. Vaughn Construction, LLC	Williamson County, Texas
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
Oscar Villarreal	M. C.	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Oscar Villarreal	Mike Simpson	Tom Stanfield
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
3/05/2020	03/04/2020	3-5-2020
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA45)

VAUGHN
CONSTRUCTION
T: (210) 328-0193

March 04, 2020

Tom Stanfield
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: Jail Boilers
Job No: 271902

Subj: Change Proposal No. 271902-0001

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $17,600 (seventeen thousand six hundred) dollars to provide Renovation of Open Records & Fingerprinting for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Jail Boilers

CHANGE PROPOSAL NO: 271902-0001

QUOTATION :

Item	Labor	Materials	Subs	Total
Renovation of Open Records & Fingerprinting	$0.00	$0.00	$16,000.00	$16,000.00
Totals	$0.00	$0.00	$16,000.00	$16,000.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$1,600.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$17,600.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 3/4/2020

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

PCI
PERFORMANCE CONTRACTING INC

4401 Freidrich Lane, Suite 306, Austin, TX 78744
Telephone: 512-443-0535 Fax: 512-443-3404

January 24, 2020

Attn: Thomas Morrill | Project Manager

Vaughn Construction

Subject: Williamson County Jail
Ref: COR #002– CID Room and Storage area.

Dear Mr. Morrill:

Please see below for changes related to infill at exterior windows.

1) New Ceilings in CID Rooms, Patch in Storage RM
2) Demo Walls, build new walls
3) Swap Doors/Frames/Hardware
4) Tape/Float Paint and Rubber base

Exclusions: Any other additional work not listed on this COR.

Quantity	Unit	Material	Labor	Equip.	Total
1	LS	$3,852.00	$8,903.00	$1,158.00	$13,913.00
				Subtotal:	$13,913.00
				Overhead 10%	$1,391.30
				Profit 5%	$695.65
				Total:	$16,000

Total – COR #002 = $16,000

Sincerely,

Nathan Armstrong
Project Manager

Commissioners Court - Regular Session **44.**

Meeting Date: 05/05/2020

North Jail Water Softener & Boiler Replacement (P526) - Vaughn CO #2

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Jail Water Softener & Boiler Replacement Project (P-526); Change Order #02 in the amount of $16,613.00 from approve funding from within the existing contract contingency for Mechanical changes, which was executed by Tom Stanfield, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

Background

This change order was to provide replacement of 2ea Mop Sinks and associated accessories. This change order will result in a time extension of 21 days. On January 7th, 2020, the Williamson County Commissioners Court granted Tom Stanfield, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with JT Vaughn Construction, LLC in relation to the Williamson County North Jail Water Softener & Boiler Replacement Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

N Jail Water Softener Vaughn CO #2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2020 09:49 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 12:21 PM
Form Started By: Wendy Danzoy		Started On: 04/30/2020 09:23 AM
Final Approval Date: 04/30/2020		

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Williamson County
Jail Boilers Poject
508 S Rock Street
Georgetown, TX 78626

CONTRACT INFORMATION:
Contract For: General Construction

Date: 12/10/19

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: 3/18/2020

OWNER: *(Name and address)*
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

ARCHITECT: *(Name and address)*
Talex, Inc. Engineers
6300 La Calma Drive, Suite 100
Austin, Tx 78752

CONTRACTOR: *(Name and address)*
J.T. Vaughn Construction, LLC
10355 Westpark Drive
Houston, TX 77042

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order No. 002 includes the Vaughn Change Order for the Change Propoals 2 for Vaughn Project No. 2719-02.
CP-02 - Provide and Install 2 Mop Sinks and Accessories

The original Contract Sum was	$	489,679.00
The net change by previously authorized Change Orders	$	17,600.00
The Contract Sum prior to this Change Order was	$	507,279.00
The Contract Sum will be increased by this Change Order in the amount of	$	16,613.00
The new Contract Sum including this Change Order will be	$	523,892.00

The Contract Time will be unchanged by Twenty-One (21) days.
The new date of Substantial Completion will be 4/18/20

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Talex, Inc., Engineers	J.T. Vaughn Construction, LLC	Williamson County, Texas
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
Oscar Villarreal	M.L.	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Oscar Villarreal	Mike Simpson	Tom Stanfield
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
3/24/2020	3/18/2020	3/24/2020
DATE	**DATE**	**DATE**

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User Notes:
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VAUGHN
CONSTRUCTION
T: (210) 328-0193

March 12, 2020

Tom Stanfield
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: Jail Boilers

Job No: 271902

Subj: Change Proposal No. 271902-0002

Dear Sir or Madam:

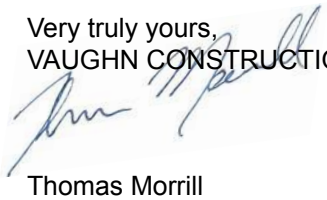
We respectfully submit our proposal for an increase to our contract in the amount of $16,613 (sixteen thousand six hundred thirteen) dollars to provide To Provide and Install 2 Mop Sinks and Accessories for the above referenced project.

The new Contract Completion date will be 4/18/2020

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION



Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Jail Boilers

CHANGE PROPOSAL NO: 271902-0002

QUOTATION :

Item	Labor	Materials	Subs	Total
To Provide and Install 2 Mop Sinks and Accessories	$0.00	$0.00	$11,533.00	$11,533.00
Escorting and Cleanup	$3,663.00	$0.00	$0.00	$3,663.00
Totals	$3,663.00	$0.00	$11,533.00	$15,196.00
	Insurance, Tax, Benefits on Labor			$56.04
	Overhead			$0.00
	Fee on Subs			$1,153.30
	Fee on JTV			$0.00
	Bond			$207.63
	Remodel Tax			$0.00
	TOTAL			**$16,612.97**

TIME EXTENSION TO CONTRACT: 21 Days

Submitted Date: 3/17/2020

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Harkins Company

Mechanical Contractor

(512) 281-5577 Fax (512) 281-5588
618 Hwy 95 N Elgin, Texas 78621
TACLA27076C M39024

Proposal

December 4, 2019

Vaughn Construction
Attn: Thomas Morrill

Project: Wilco Jail Renovation- Mop Sink Replacement

Harkins Company submits this proposal to provide labor and material to replace Two Mop sinks at Wilco Jail.

Proposed Scope Of Work:

- Make safe at both mop sink locations
- Demo existing Mop Sinks
- Replace isolation valves to serve each mop sink DCW/DHW
- Provide and install (2) Stern Williams 32x32x12 Terrazzo Mop Sink (SBC1725)
- Provide and install (2) SW Faucet w/ vacuum breaker (T-10-VB)
- Provide and install (2) SW Hose Brackets (T-35)
- Provide and install (2) SW Mop Hanger 24 (T-40)
- Provide and install (2) SW BP-2-32 Wall Guards
- Insulation on in wall copper ¾" down to new Mop sink faucet

TOTAL: $11,533.00

Exclusions: Abatement, fire alarm, Controls, Water Treatment, Freezing of pipes, Overtime, isolating existing valves, Paint, wall removal, sheetrock and taxes

Williamson County Jail Boilers
Form B

Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

roject No. & Name: 2791-02 Wilco Jail Boilers DATE 3/12/2020

Contractor Name: Vaughn Construction Change No. 002

scription of Change: Vaughn Cleanup and Escorting

Means Code	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Subcontract
	Labor (1 guys, 15 days)	120.0		$ 26.54	$3,184.80	$ -	$ -
					$ -	$ -	$ -

SUBTOTAL	$ 3,184.80	$ -
BOND		$ -

Work preformed by the Contractor's own employees		**SUBTOTAL**	$ 3,184.80
Work up to $10,000.00, add…	15.0%		$ 477.72
Work between $10,000.01 and $20,000.00, add…	10.0%		$ -
Work greater than $20,000.00, add…	7.5%		$ -

Managing subcontracted work		**SUBTOTAL**	$ -
Work up to $10,000.00, add…	10.0%		$ -
Work between $10,000.01 and $20,000.00, add…	7.5%		$ -
Work greater than $20,000.00, add…	5.0%		$ -

Sales Tax 8.25%	$ -
TOTAL FOR THIS CHANGE PROPOSAL	**$ 3,662.52**

Commissioners Court - Regular Session **45.**

Meeting Date: 05/05/2020

North Jail Water Softener & Boiler Replacement (P526) - Vaughn CO #3

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Jail Water Softener & Boiler Replacement Project (P-526); Change Order #03 in the amount of $2,770.00 from approve funding from within the existing contract contingency for Mechanical & Electrical changes, which was executed by Tom Stanfield, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

Background

This change order was to provide rerouting of existing fire system piping & electrical conduit in conflict with the new Boiler Flue piping. There will be a time extension on this change order of 14 days. On January 7th, 2020, the Williamson County Commissioners Court granted Tom Stanfield, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with JT Vaughn Construction, LLC in relation to the Williamson County North Jail Water Softener & Boiler Replacement Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

N Jail Water Softener Vaughn CO #3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2020 10:38 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 12:24 PM
Form Started By: Wendy Danzoy		Started On: 04/30/2020 09:33 AM
Final Approval Date: 04/30/2020		

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Williamson County Jail Boilers Poject 508 S Rock Street Georgetown, TX 78626	Contract For: General Construction Date: 12/10/19	Change Order Number: 003 Date: 4/24/2020

OWNER: *(Name and address)*	ARCHITECT: *(Name and address)*	CONTRACTOR: *(Name and address)*
Williamson County, Texas 710 Main Street, Suite 101 Georgetown, TX 78626	Talex, Inc. Engineers 6300 La Calma Drive, Suite 100 Austin, Tx 78752	J.T. Vaughn Construction, LLC 10355 Westpark Drive Houston, TX 77042

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order No. 003 includes the Vaughn Change Order for the Change Propoals 3 for Vaughn Project No. 2719-02.
CP-03 - Reroute 2 1/2" main on dry system to miss flue pipe in fire pump room

The original Contract Sum was	$	489,679.00
The net change by previously authorized Change Orders	$	34,213.00
The Contract Sum prior to this Change Order was	$	523,892.00
The Contract Sum will be increased by this Change Order in the amount of	$	2,770.00
The new Contract Sum including this Change Order will be	$	526,662.00

The Contract Time will be increased by Fourteen (14) days.
The new date of Substantial Completion will be 5/2/20

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Talex, Inc., Engineers	J.T. Vaughn Construction, LLC	Williamson County, Texas
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Oscar Villarreal	M-C	APPROVED By Tom Stanfield at 4:54 pm, Apr 27, 2020
SIGNATURE	SIGNATURE	
Oscar Villarreal	Mike Simpson	Tom Stanfield
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
4/27/2020	4/27/2020	
DATE	DATE	DATE

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User Notes:
(3B9ADA49)

VAUGHN
CONSTRUCTION
T: (210) 328-0193

April 14, 2020

Tom Stanfield
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: Jail Boilers

Job No: 271902

Subj: Change Proposal No. 271902-0003

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $2,770 (two thousand seven hundred seventy) dollars to provide Reroute 2 1/2" main on dry system to miss flue pipe in fire pump room for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

ACTION
FIRE PROS

200 Sharron Drive
Woodway, TX 76712
Phone: 254-235-8300
Fax: 254-235-8311
www.actionfirepros.com

PROPOSAL

DATE: April 13, 2020

PROPOSAL NO.: 20-JP-1886

PROPOSAL SUBMITTED TO:
Vaughn Construction
6604 N. Lamar
Austin, TX 78752TX
ATTN: Doug Boram
TEL: 512-318-1332
EMAIL: dougboram@vaughnconstruction.com

WORK TO BE PERFORMED AT:
Wilco Jail
508 S. Rock St. Georgetown, Tx

We hereby propose to furnish all the material and perform all the labor necessary for the completion of the following:

Reroute 2 1/2" main on dry system to miss flue pipe in fire pump room

PRICE INCLUDES: LABOR AND MATERIAL

PRICE EXCLUDES: SALES TAX, OVERTIME, PLANS, PERMIT, CENTERING OF FIRE SPRINKLER HEADS IN CEILING TILES, AND FIRE ALARM WORK

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of **($535.00)**

PAYMENT TERMS ARE NET 30 DAYS WITH APPROVED CREDIT
PRICING VALID FOR (90) DAYS FROM DATE OF QUOTATION

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on the above work is to be taken out by ACTION AUTOMATIC SPRINKLER, INC dba ACTION FIRE PROS.

Respectfully Submitted,

Jamie Peters

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICE, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

_____
Print name

_____ _____
Signature Date

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

4/22/2020

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Wilco Jail North Boiler
306 W 4th St
Georgetown, Texas 78626
Change Order Number: 579-01

CHANGE ORDER INFORMATION: Relocate Jockey Pump

WORK DESCRIPTION: Includes disconnection of existing jockey pump. Investigate circuitry and install new conduit and wire to new jockey pump location.

The total amount of this Change Order is: **$999.00**

Total number of working days: Add 1 Days

Exclusions:
- **Overtime**
- **Tax**
- **Existing Electrical/Low Voltage Conditions**
- **Concrete Cutting/Patching**
- **CMU Patching**
- **Paint**
- **Low Voltage Cabling or Systems (conduit pathways only)**
- **Unknown routing/conditions of existing cables to be demolished**

Sincerely,

Dustin Doyle



Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price	Ext Price	Labor	Labor	Ext Labor
1002	1" EMT	30.00	247.65	C	74.30	5.50	C	1.65
1145	1" Liquidtight (metallic)	6.00	575.44	C	34.53	7.50	C	0.45
1486	1" Compression Steel Connector	2.00	529.77	C	10.60	0.25	E	0.50
1566	1" Compression Steel Coupling	3.00	648.70	C	19.46	0.40	E	1.20
1925	1" 90D LT Flex Conn w/Ins Throat	2.00	2730.93	C	54.62	0.56	E	1.12
2361	1" Conduit Hanger w/Bolt	4.50	97.20	C	4.37	25.00	C	1.13
2472	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4 KO's)	1.00	2262.44	C	22.62	0.30	E	0.30
2663	#6 THHN CU Stranded Wire	117.00	612.64	M	71.68	12.00	M	1.40
2682	#10 THHN CU Solid Wire	37.80	226.12	M	8.55	7.50	M	0.28
5079	4" Square Flat Blank Cover	1.00	402.74	C	4.03	0.12	E	0.12
6133	Red Wirenuts	1.00	145.79	M	0.15	3.50	C	0.04
6135	Blue Wirenuts	3.00	63.44	C	1.90	5.25	C	0.16
T0001	Disconnect Existing Unit Conduit/Wire	1.00	0.00	E	0.00	2.00	E	1.00
T0002	Investigation Existing Conditions	1.00	0.00	E	0.00	2.00	E	1.00
					306.81			10.35

Change Order Summary	
Material Total	$306.81
Material Subtotal	**$306.81**
Electrician Hours	4.00
Electrician per Hour with Burden	$33.07
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	6.35
Superintendent per Hour with Burden	$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
Labor Subtotal	***$512.33***
Consumables (6% of material)	*$18.41*
Project Management (5% of labor)	*$25.62*
Safety ($0.50 per labor hour)	*$5.18*
Equipment	*$0.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$49.20***
Total Costs Subtotal	$868.34
Overhead & Profit (15%)	$130.25
CHANGE ORDER TOTAL	**$999**

Williamson County Jail Boilers
Form B

Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

Project No. & Name: 2791-02 Wilco Jail Boilers DATE 4/14/2020

Contractor Name: Vaughn Construction Change No. 003

Description of Change: Vaughn Cleanup and Escorting

Means Code	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Subcontract
	Labor (1 guys, 5 days)	40.0		$ 22.43	$897.20	$ -	$ -
					$ -	$ -	$ -
							$ -
				SUBTOTAL	$ 897.20	$ -	$ -
				BOND			$ -

Work preformed by the Contractor's own employees		SUBTOTAL	$ 897.20
Work up to $10,000.00, add…	15.0%		$ 134.58
Work between $10,000.01 and $20,000.00, add…	10.0%		$ -
Work greater than $20,000.00, add…	7.5%		$ -

Managing subcontracted work		SUBTOTAL	$ -
Work up to $10,000.00, add…	10.0%		$ -
Work between $10,000.01 and $20,000.00, add…	7.5%		$ -
Work greater than $20,000.00, add…	5.0%		$ -

Sales Tax 8.25% $ -

TOTAL FOR THIS CHANGE PROPOSAL $ 1,031.78

Commissioners Court - Regular Session **46.**

Meeting Date: 05/05/2020

1810-265 North Mays Extension Change Order No. 1

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $0.00 for North Mays Extension (Capital Excavation), a Road Bond project in Commissioner Pct. 1.
P: 224 Funding: Road Bond

Background

This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware Limited Partnership (collectively referred to as "Seller" be an additional insured to Capital excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor;s insurance was in the terms and conditions of the Real Estate Contract between the Seller and Williamson County. The Real Estate Contract was finalized after the plans were completed. Refer to the attached Real Estate Contract (Special Provisions, Pg. 3, 2nd paragraph, section 8), Chandler Creek, LP must be named on the above policies prior to entering the property.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1810-265 North Mays Extension CO No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:46 AM
Form Started By: Dawn Haggard		Started On: 04/27/2020 10:31 AM
Final Approval Date: 04/30/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Capital Excavation Company

2. Change Order Work Limits: Sta. 65+00.00 to Sta. 79+10.00

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

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

Project:	***1810-265***
Roadway:	***North Mays Ext.***
CSJ Number:	

5. Describe the work being revised:

4B: Third Party Accommodation. Third party requesed work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

6. Work to be performed in accordance with Items: **See attached Real Estate Contract**
Contractor has no obligation to the terms and conditions of the Real Estate Contract.

7. New or revised plan sheet(s) are attached and numbered: **N/A**

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 3/26/20

By

Typed/Printed Name Scott J. Budd

Typed/Printed Title Vice President

The following information must be provided

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

Amount added by this change order: **$0.00**

RECOMMENDED FOR EXECUTION:

Project Manager 4/17/20 Date

N/A
Design Engineer Date

Program Manager 04/21/2020 Date

Date

Design Engineer's Seal:

see attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***1*** ***Project #*** ***1810-265***

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
	There are no items to be added by this change order.								
TOTALS					$0.00			$0.00	$0.00

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

North Mays Extension
Williamson County Project No. 1810-265

Change Order No. 1

Reason for Change

This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware Limited Partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Seller and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Refer to the attached Real Estate Contract (Special Provisions, Pg. 3, 2nd paragraph, section 8), Chandler Creek, LP must be named on the above policies prior to entering the property.

This Change Order does not change the Contract amount. The original Contract amount was $10,775,835.75. To date no changes have been made to the original contract amount and no time has been added.

HNTB Corporation

James Klotz, P.E.

REAL ESTATE CONTRACT

North Mays Extension—Parcel 7

THIS REAL ESTATE CONTRACT ("Contract") is made by CHANDLER CREEK, LP, a Delaware limited partnership (collectively referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.398 acre (17,324 Sq. Ft.) of land in the David Curry Survey, Abstract No. 130, and the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**);

together with all and singular the rights and appurtenances pertaining to the property, but not to the extent any of such rights and appurtenances benefit any other property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The purchase price ("Purchase Price") for the Property described in Exhibit "A" and any improvements thereon, and any damage to the remaining property of Seller arising solely as a result of the conveyance of the Property by Seller to Purchaser (and not as a result of any acts or omissions of Purchaser or any party operating by, through or under Purchaser), shall be the sum of: (a) ONE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED SIXTY and 00/100 Dollars ($149,260.00) (the "Cash Consideration); plus (b) the additional consideration described in Section 2.03 of this Contract.

Payment of Purchase Price

2.02. The Cash Consideration shall be payable in cash, as provided below in this Contract.

Special Provisions

2.03. As additional compensation for the Property conveyed herein, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees at its sole cost and expense to cause the reconstruction and reconfiguration of Seller's Water Quality and Detention Pond facilities (collectively, the "Pond") which are impacted by the acquisition of the Property.

Purchaser shall, at Purchaser's sole cost and expense, cause the Pond reconstruction and reconfiguration (collectively, the "Work") to be: (a) carried out in conjunction with the Purchaser's proposed extension of North Mays Street (the "North Mays Extension") in the City of Round Rock, Texas (the "City"); and (b) completed: (i) prior to the completion of the North Mays Extension (the "Completion Deadline"); (ii) in a good and workmanlike manner and without any defects in design or construction; (iii) in compliance with all applicable laws, ordinances, rules, procedures and requirements (collectively, the "Legal Requirements") of the City, the Texas Commission on Environmental Quality and all other governmental and regulatory authorities with jurisdiction over the Property, the Retained Property and the Pond (collectively, the "Governmental Authorities"); (iv) in conformance with the "Final Plans" (defined below); and (v) in conformance with the agreements and requirements set out in this Section 2.03.

Purchaser agrees that: (i) at all times during the prosecution of the Work, Purchaser will, at Purchaser's sole cost and expense, conduct the Work so as to maintain all of Seller's property served by the Pond (collectively, the "Retained Property") in compliance with all permits, laws, ordinances, rules, procedures and requirements applicable to the drainage, detention and filtration of storm water (collectively, the "Stormwater Requirements"); (ii) the Pond, as reconstructed and relocated by Purchaser will be located entirely within the portion of the Retained Property described on Exhibit "D" attached to this Contract and incorporated herein by reference (the "Reconstruction Area"); (iii) Purchaser will design and construct the North Mays Extension with outfall and conveyance structures which will be properly placed and have sufficient capacity to convey storm water flows from the Pond, as reconstructed and reconfigured pursuant to the Work; (iv) Purchaser will be responsible for the adequate conveyance of the downstream drainage of such storm water from the point of outfall across the North Mays Extension; and (v) Purchaser will not remove or materially damage any trees within the Reconstruction Area or any other portion of the Retained Property.

Purchaser will, at Purchaser's sole cost and expense, cause final plans and specifications for the Work ("Final Plans") to be prepared in a manner adequate to: (a) replace all existing storm water detention capacities of the existing Pond; (b) replace all existing storm water filtration capacities of the existing Pond if such filtration capacities are affected by the Work; (c) otherwise restore the Pond to the same or better functionality that existed prior to the Work; and (d) comply with all Legal Requirements, including without limitation any updates or revisions to the existing Pond required to satisfy current Legal Requirements. Purchaser will cause the Final Plans to be prepared with due regard to Seller's input and comments, and Purchaser shall allow a minimum of fourteen (14) days after Purchaser's submission of the proposed Final Plans to Seller for Seller to return any desired comments, after which time Purchaser will consider incorporation of any changes to the proposed Final Plans reasonably requested by Seller, which incorporation shall not be unreasonably withheld, and Purchaser may proceed with completion of the Final Plans.

Purchaser will obtain a written agreement executed by the City in the form attached to this Contract as Exhibit "F" and incorporated herein by reference, with a copy of this Contract attached thereto as Exhibit "A" (the "Governmental Agreement").

After the Escrow Conference and the satisfaction by Purchaser of all of the requirements with respect thereto listed in Article V of this Contract, but not before, Purchaser and Purchaser's employees, agents, contractors, subcontractors, consultants and other parties operating by, through or under Purchaser (collectively, the "Purchaser Parties") may enter upon the Reconstruction Area for the purposes of conducting the Work in conformance with the requirements under this Contract; provided, however, that: (1) the right of entry hereunder will terminate automatically upon the final completion of the Work; (2) any entry of Purchaser and the Purchaser Parties onto the Reconstruction Area is at the sole risk of Purchaser and Purchaser Parties; (3) to the extent allowed by law, Purchaser hereby releases Seller from all liabilities, obligations and claims of any kind or nature arising out of or in connection with the entry of Purchaser and the Purchaser Parties into the Reconstruction Area; (4) to the extent allowed by law, Purchaser agrees to indemnify and save and hold Seller harmless from and against all liabilities, obligations, claims and costs of any kind or nature (including court costs and reasonable attorneys' fees) arising out of or in connection with any activities of the Purchaser and the Purchaser Parties upon or within the Reconstruction Area; (5) neither Purchaser nor any of the Purchaser Parties will have any right to enter upon any portion of the Retained Property other than the Reconstruction Area; (6) neither Purchaser nor any of the Purchaser Parties will disturb, interrupt or interfere with any activities of Seller or Seller's employees, agents, contractors, subcontractors, consultants, tenants, invitees, licensees and other parties operating by, through or under Seller which are outside of the Reconstruction Area; (7) Purchaser shall not permit any liens to attach to the Reconstruction Area or any other portion of the Retained Property by reason of any activities of Purchaser or the Purchaser Parties; (8) prior to entering upon the Property or the Reconstruction Area, Purchaser must (i) provide Seller with the name and the phone number of the project manager for the Work (the "Project Manager") and for each contractor, subcontractor, and assignee who will perform any portion of the Work (individually a "Contractor" and, collectively, the "Contractors"), (ii) cause each Contractor to name Seller and Purchaser as additional insureds on a commercial general liability ("CGL") insurance policy applicable to the Work and all activities on the Property and the Reconstruction Area and on a commercial auto liability ("Auto Liability") insurance policy covering all owned, non-owned or hired automobiles to be used on the Property and the Reconstruction Area, each providing, on an occurrence basis, not less than $1,000,000.00 combined single limit bodily injury and property damage coverage, (iii) cause each Contractor to provide workers' compensation coverage with the statutorily required limits and employers' liability insurance coverage with limits of not less than $1,000,000.00 with appropriate waivers of subrogation in favor of Seller, (iv) deliver to Seller a certificate of insurance evidencing the aforementioned insurance coverages which will provide that such insurance may not be terminated without at least ten (10) days' notice to Seller; and (9) upon completion of the Work, Purchaser must: (i) clean up and remove all construction debris, including stakes, tape and other markers placed on the Reconstruction Area, trash, and construction-generated spoils; and (ii) restore all disturbed areas to the same or better condition than that which existed prior to commencement of the Work, taking into consideration the specific improvements proposed to be constructed.

The commencement of construction by Purchaser shall constitute a representation by Purchaser that Purchaser will comply with all of the obligations of Purchaser under this Section 2.03 and that Purchaser has evaluated and satisfied itself as to the conditions and limitations including, without limitation (1) the location, condition, layout and nature of the site, and surrounding areas; (2) generally prevailing climatic conditions; and (3) other similar matters. **Seller assumes no responsibility or liability**

for the physical condition or safety of the site. Purchaser shall have the sole responsibility to satisfy itself concerning the nature and location of the site and general and local conditions.

PURCHASER SHALL TAKE ALL STEPS NECESSARY TO PROTECT PERSONS AND PROPERTY AGAINST INJURY OR DAMAGE THAT MAY RESULT FROM THE WORK.

Upon completion of the Work, but in all events prior to the Completion Deadline, Purchaser shall deliver to Seller: (1) a completion certificate addressed to Seller prepared by an independent licensed engineer reasonably acceptable to Seller and in a form reasonably acceptable to Seller, certifying that the Work has been designed and fully and finally completed in conformance with all of the requirements set out in this Section 2.03; (2) all as built drawings, operating guides and other documents necessary for operation of the Pond; (3) a two (2) year written warranty and maintenance bond from Purchaser's construction contractor to Purchaser in substantially the form of Exhibit "E" attached hereto and incorporated herein by reference; and (4) an all bills paid affidavit executed by Contractor and/or Purchaser in favor of Seller in form sufficient to satisfy the provisions of Section 53.085 of the Texas Property Code. The items listed in the preceding sentence are referred to in this Contract as the "Completion Evidence."

After the Completion Evidence is delivered by Purchaser to Seller, representatives of Seller and Purchaser shall inspect the Work at a mutually agreeable time. At such inspection, the representatives of Seller and Purchaser shall prepare a list of all items to be completed or corrected in order to complete the Work as required under this Contract (the "Deficiencies"). Thereafter, Purchaser shall promptly correct such Deficiencies and deliver new Completion Evidence to Purchaser for further inspection under the provisions set forth above. Notwithstanding any provision herein to the contrary, Purchaser shall remain responsible for (and shall remedy at Purchaser's sole expense in a timely manner) any defects in the Work (including any defects in design or construction), regardless of whether or not such defects were listed as Deficiencies in a notice given to Purchaser pursuant to the provisions set out above, but only to the extent of the requirements set out in this Section 2.03 and in the written warranty and maintenance bond referenced above in this Section 2.03.

All of the obligations of Purchaser under this Section 2.03 will survive the Closing and will not be merged into any of the documents executed by Seller and Purchaser in connection with the Closing.

Escrow Deposit

2.04. Purchaser shall, within ten (10) business days after the execution of this Contract, deliver directly to Seller, the sum of FIVE THOUSAND and 00/100 DOLLARS ($5,000.00) in cash or other readily available funds (the "Escrow Deposit"). The Escrow Deposit is nonrefundable to Purchaser and shall be retained by Seller notwithstanding any other provision of this Contract to the contrary, but shall be credited against the Purchase Price at the Closing (hereinafter defined). Seller will have no obligation to maintain the Escrow Deposit in a separate or segregated account, nor will Seller will have any obligation to pay or credit to Purchaser any interest on the Escrow Deposit.

Simultaneous Closing Requirement

2.05. Notwithstanding any provision in this Contract to the contrary, Seller's obligation to conduct the Escrow Conference under this Contract is expressly conditioned and contingent upon the concurrent

closing of the sale and purchase transaction evidenced by that certain "Real Estate Contract North Mays Extension – Parcels 9 and 10" dated of even date herewith, by and between Chandler Creek Parcel E&F, L.P. as "Seller" and Williamson County, Texas as "Purchaser" (the "Other Contract"). If for any reason other than a default by Seller the transaction evidenced by the Other Contract does not close concurrently with the Escrow Conference under this Contract, then Seller may terminate this Contract, in which event the Escrow Deposit, if any, shall be retained by Purchaser and thereafter neither party will have any further rights or remedies under this Contract.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The closing of the sale and purchase of the Property under this Contract ("Closing") shall be held at the office of Independence Title Company (the "Title Company") within ten (10) business days

after: (i) Purchaser has completed the Work; (ii) Purchaser has provided the Completion Evidence to Seller; and (iii) Purchaser has corrected all Deficiencies. The date for the Closing, as provided above, is referred to in this Contract as the "Closing Date".

Seller and Purchaser will conduct a pre-Closing escrow conference ("Escrow Conference") on or before January 31, 2018, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment if Seller has otherwise satisfied all of its requirements under this Contract, including specifically delivery of any required release of mortgage lien or leasehold interest affecting the Property; provided, however, that in no event will Seller be required to deliver releases from tenants in the buildings located on the Retained Property. If Seller has not satisfied these requirements before February 28, 2018, and Purchaser is not otherwise in default, the Escrow Conference shall be extended until such time as completion may occur. At the Escrow Conference: (i) Seller will deliver the Deed in escrow to the Title Company, pursuant to an escrow agreement in form reasonably acceptable to Seller, Purchaser, and the Title Company (the "Escrow Agreement"); (ii) Seller, Purchaser and the Title Company will execute and deliver the Escrow Agreement; (iii) Purchaser will deliver to the Title Company the sum of FIVE HUNDRED THOUSAND and 00/100 DOLLARS ($500,000.00) in readily available funds, to be held by the Title Company pursuant to the provisions of the Escrow Agreement [under the terms of the Escrow Agreement (a) Purchaser will have the right to draw upon the escrowed funds with Seller's written approval, which will not be unreasonably withheld so long as Purchaser provides evidence reasonably acceptable to Seller that the remainder of the Work can be completed at a total expense of $400,000.00 or less and so long as at least $100,000.00 is retained in escrow until the Closing, and (b) Seller will have the right to draw upon the escrowed funds in the event of a default by Purchaser under this Contract]; (iv) Purchaser will execute and deliver to Seller a written waiver, in form reasonably acceptable to Seller and Purchaser, pursuant to which Purchaser waives all rights to immunity with respect to the obligations of Purchaser under Section 2.03 of this Contract; (v) Purchaser will deliver the Governmental Agreement to Seller; and (vi) Purchaser will deliver to Seller ninety percent (90%) of the Cash Consideration in readily available funds. Upon satisfaction of those requirements, but not before, Purchaser will be allowed to enter and take possession of the Property and Reconstruction Area for construction of the Work.

Notwithstanding the acquisition of right of possession to the Property by the Purchaser in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, Possession of the Property pursuant to this Section for the purposes of construction of the North Mays Extension shall continue to remain in effect until the Purchaser acquires title to the Property either by negotiation, settlement, or final court judgment.

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(c) Any exceptions approved by Purchaser in writing.

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

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

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

(b) The exception as to restrictive covenants shall be endorsed "None of Record", except for restrictive covenants which are filed of record and affect the Property; and

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

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

Seller has no obligation to cure any title objections raised by Purchaser, but upon request shall provide Purchaser with reasonable assistance, at no monetary cost to Seller, in clearing any title objection. If Purchaser is not satisfied with the status of title to the Property, Purchaser may, as Purchaser's sole and exclusive remedy, terminate this Contract by delivering a written notice of termination to Seller on or before the Closing Date.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the remaining ten percent (10%) of the Cash Consideration to Seller in readily available funds.

Prorations

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

Closing Costs

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

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

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

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

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

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may, as Purchaser's sole and exclusive remedy, enforce specific performance of Seller's obligations under this Contract.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive and retain the Escrow Deposit, if any, as liquidated damages for the failure of Purchaser to consummate the purchase of the Property under the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder for that default. If no Escrow Deposit has been made, then Seller shall receive the amount of $5,000.00 as liquidated damages for the failure by Purchaser to consummate the purchase of the Property under the terms and provisions of this Contract.

Notwithstanding the foregoing provisions of this Article VII or any other provision in this Contract to the contrary, however, if Purchaser defaults under any of the obligations of Purchaser under Section 2.03 of this Contract, Seller may exercise any rights or remedies which it may be entitled at law or in equity.

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

8.08. Neither this Contract nor any memorandum, affidavit or other instrument evidencing this Contract or relating hereto (other than the closing documents contemplated under this Contract) shall ever be recorded in the Official Public Records of Williamson County, Texas, or in any other public records. Should Purchaser ever record or attempt to record any such instrument, then notwithstanding any provision in this Contract to the contrary, such recordation or attempted recordation shall constitute a default by Purchaser under this Contract and, in addition to any other remedies provided for herein, Seller shall have the express right to terminate this Contract by filing a notice of said termination in the Official Public Records of Williamson County, Texas, after which Seller will have the right to retain the Escrow Deposit but otherwise neither Purchaser nor Seller will have any further rights, remedies or obligations under this Contract.

Compliance

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

Effective Date

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

Counterparts

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

SELLER:

CHANDLER CREEK, LP,
a Delaware limited partnership

By: CHANDLER CREEK COMPANY,
a Delaware corporation,
its General Partner

By: B.R. B
Printed Name: Brian R. Burke
Title: President

Date: 1/10/18

Address: 260 East Baker Street, Ste. 100
Costa Mesa, CA 92626

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: 01-23-2018

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

Commissioners Court - Regular Session **47.**

Meeting Date: 05/05/2020

1810-265 North Mays Extension Change Order No. 2

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $24,898.11 for North Mays Extension (Capital Excavation), a Road Bond project in Commissioners Pct. 1.
P: 224 Funding: Road Bond

Background

This Change Order compensates the Contractor for modifications to Driveway 1. The adjacent property owner requested that the driveway remain at the current existing elevation. After review of the plans, the driveway could be raised to match the current elevation and maintain maximum clearance under the bridge. The change also includes improving the strength of the driveway by adding 6" of flexible base to the pavement section and using higher strength concrete. These improvements were necessary, due to the high volume of heavy truck and trailer traffic that use the driveway.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1810-265 North Mays Extension CO No. 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:53 AM
Form Started By: Dawn Haggard		Started On: 04/27/2020 12:02 PM
Final Approval Date: 04/30/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **Capital Excavation**

2. Change Order Work Limits: Sta. **10+76.62** to Sta. **13+50.00**

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

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

Project:	***1810-265***
Roadway:	***N. Mays***
CSJ Number:	

5. Describe the work being revised:

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway acccess. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

6. Work to be performed in accordance with Items: **530**

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

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 3/26/20

By

Typed/Printed Name Scott J. Budd

Typed/Printed Title Vice President

The following information must be provided

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

Amount added by this change order: **$24,898.11**

RECOMMENDED FOR EXECUTION:

Project Manager 4/17/20 Date

N/A
Design Engineer Date

Program Manager 04/21/2020 Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***2*** ***Project #*** ***1810-265***

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
530-6004	DRIVEWAYS (CONC)	SY	$75.00	1,590.00	$119,250.00	(598.00)	992.00	$74,400.00	($44,850.00)
530-WC01	DRIVEWAYS (CONC) - DRIVEWAY 1	LS	$69,748.11	0.00	$0.00	1.00	1.00	$69,748.11	$69,748.11
TOTALS					$119,250.00			$144,148.11	$24,898.11

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

North Mays Extension
Williamson County Project No. 1810-265

Change Order No. 2

Reason for Change

This Change Order compensates the Contractor for modifications to Driveway #1, including raising the elevation of the driveway to match the current driveway, improving the strength of the driveway by adding 6” of flexible base to the pavement section, and using higher strength concrete. The driveway improvements were necessary due to the high volume of heavy truck and trailer traffic that use the driveway.

The adjacent property owner requested that the driveway remain at the current existing elevation. After review of the plans the driveway could be raised to match the current elevation and maintain minimum clearance under the bridge.

Following is a summary of the items required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
530-WC01	DRIVEWAYS (CONC) - DRIVEWAY 1	1.0	LS

This Change Order results in an increase of $24,898.11 to the Contract amount, for an adjusted Contract total of $10,800,733.86. The original Contract amount was $10,775,835.75. Because of this Change Order, $24,898.11 has been added to the Contract, resulting in a .24% 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.

CAPITAL EXCAVATION

SITEWORK ● HIGHWAY CONTRACTORS

P.O. BOX 1301 ● AUSTIN, TEXAS 78767

(512) 440-1717 ● FAX (512) 440-0844
www.capitalexcavation.com

September 24, 2019

James Klotz
HNTB

RE: Williamson N. Mays Extension
Control No. 1810-265
CX Job # 971
Change Order Request #2: Driveway #1 Modification

Dear Mr. Klotz,

Please see the revised proposed change order pricing for modifications to Driveway #1.

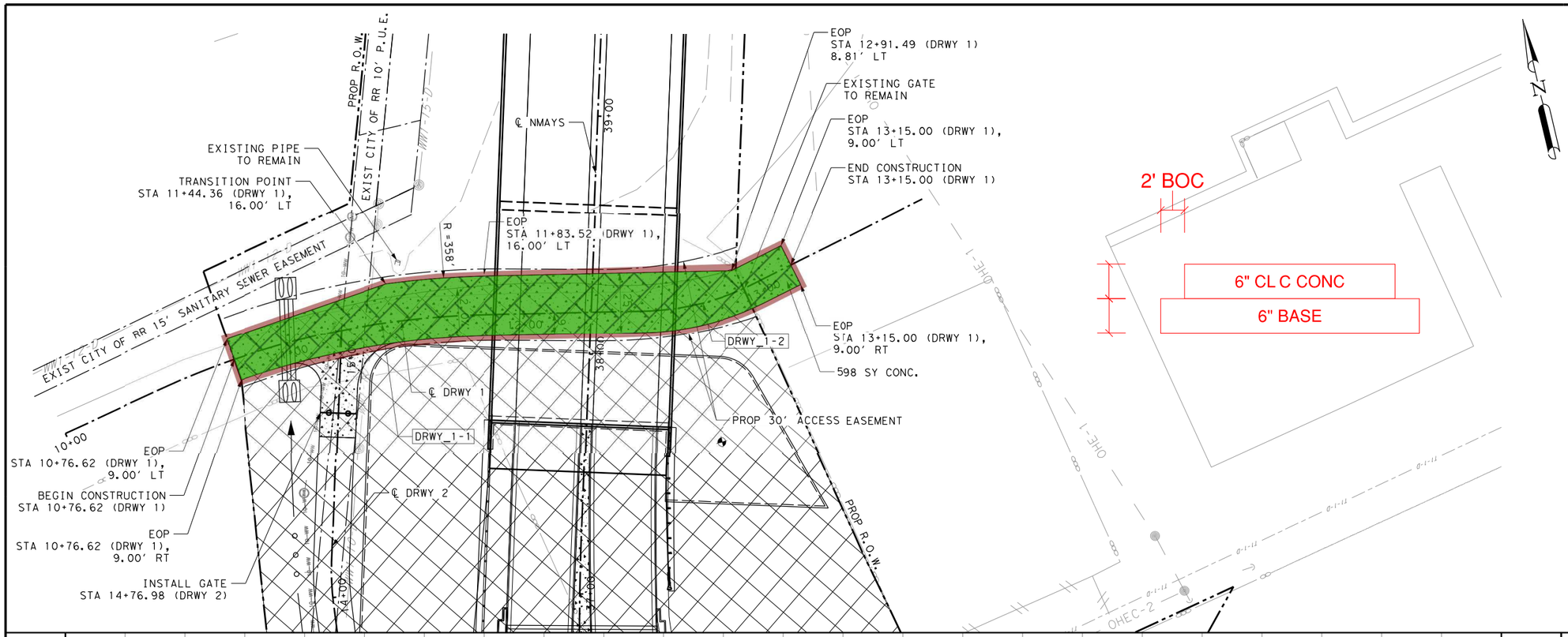
Description	**QTY**	**Unit**	**Unit Price**	**Extension**
6" FLEX BASE	125	CY	$ 83.00	$ 10,377.33
CLASS C CONC DRIVEWAY (6")	598	SY	$ 93.93	$ 56,170.78
CONC DRIVEWAY (5")	-598	SY	$ 75.00	$ -44,850.00
SURVEY STAKING	1	LS	$3,200.00	$ 3,200.00
Grand Total				**$ 24,898.11**

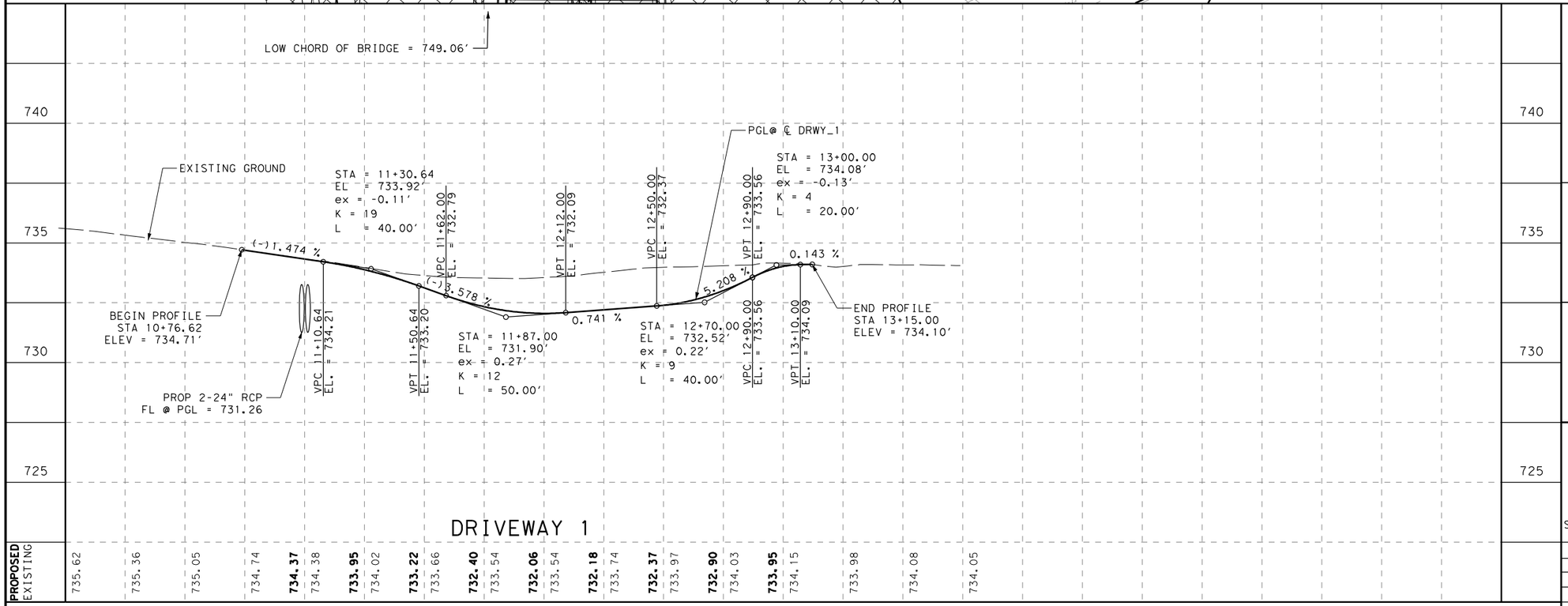
Please feel free to call me with any questions.

Sincerely,
CAPITAL EXCAVATION COMPANY

Cliff Alexander
Project Coordinator

EXHIBIT A





10/14/2018
1:52:35 PM
I:\2291\1601\CADD\SHEETS\04-Roadway Details\NMAYS*DRIVEWAY01.dgn

STATE OF TEXAS
ZACHARY B. RYAN
106276
LICENSED
PROFESSIONAL ENGINEER
10/14/2018

WILLIAMSON COUNTY
1848

LJA Engineering, Inc.
FRN-F-1386

NORTH MAYS EXTENSION
DRIVEWAY #1
PLAN & PROFILE

SCALE HORIZONTAL: 1"=50'
VERTICAL: 1"=5'
SHEET 1 OF 4

DESIGN	FED.RD. DIV NO.	FEDERAL AID PROJECT NO.		SHEET NO.
PT	6		-	50
DRAWN	STATE	DIST. NO.	COUNTY	
PT	TX	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	HIGHWAY NO.
ZR				

Change Order Breakdown (Excavation)

Capital Excavation Company

PROJECT:	**NORTH MAYS EXTENSION**	**DATE:**	**10/25/2019**
DESCRIPTION	**6" CONCRETE DRIVEWAY**		
QUANTITY	**598.00 SY**		
UNIT PRICE	**$ 93.93 /SY**		

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
CONCRETE FOREMAN	115.0		MH		$ 45.00		$ 5,175.00
CONCRETE FINISHER	115.0		MH		$ 19.00		$ 2,185.00
CONCRETE FORM SETTER	115.0		MH		$ 18.50		$ 2,127.50
FORM SETTER HELPER	115.0		MH		$ 17.00		$ 1,955.00
FINISHER HELPER	115.0		MH		$ 19.00		$ 2,185.00
420 BACKHOE OPERATOR	115.0		MH		$ 19.00		$ 2,185.00
					SUBTOTAL:		$ 15,812.50
					25% Labor Mark-Up		$ 3,953.13
					55% Ins. & Tax Mark		$ 8,696.88
					LABOR TOTAL		***$ 28,462.50***
EQUIPMENT							
FOREMAN TRUCK	115.0		HR		$ 19.28		$ 2,217.20
BACKHOE CAT 420	115.0		HR		$ 38.77		$ 4,458.55
					SUBTOTAL:		$ 6,675.75
					15% Mark-Up		$ 1,001.36
					EQUIPMENT TOTAL		***$ 7,677.11***
MATERIALS							
CLASS A CONCRETE	109.0		CY		$ 102.50		$ 11,172.50
CONCRETE ACCESSORIES	109.0		CY		$ 10.53		$ 1,147.77
REBAR	3,097.0		LB		$ 0.50		$ 1,548.50
REBAR ACCESSORIES	3,097.0		LB		$ 0.03		$ 92.91
FORMWORK	1,495.0		LF		$ 1.08		$ 1,618.34
					SUBTOTAL:		$ 15,580.02
					25% Mark-Up		$ 3,895.00
					MATERIALS TOTAL		***$ 19,475.02***
SUBS							
							$ -
					SUBTOTAL:		$ -
					5% Mark-Up		$ -
					SUBS TOTAL		***$ -***
					TOTAL LESS BOND		**$ 55,614.63**
BOND					1%		**$ 556.15**
THIS CHANGE ORDER							**$ 56,170.78**

Change Order Breakdown (Excavation)

Capital Excavation Company

PROJECT: NORTH MAYS EXTENSION **DATE:** 10/25/2019
DESCRIPTION 6" FLEXBASE
QUANTITY 125.00 CY
UNIT PRICE $ 83.02 /CY

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
FOREMAN	10.0		MH		$ 44.00		$ 440.00
LABORER	20.0		MH		$ 16.00		$ 320.00
BLADE MAN	15.0		MH		$ 24.00		$ 360.00
ROLLER OPERATOR	15.0		MH		$ 16.50		$ 247.50
WHEEL LOADER OPERATOR	2.5		MH		$ 19.00		$ 47.50
OPERATOR WATER TRUCK	15.0		MH		$ 18.50		$ 277.50
					SUBTOTAL:		$ 1,692.50
					25% Labor Mark-Up		$ 423.13
					55% Ins. & Tax Mar		$ 930.88
					LABOR TOTAL		***$ 3,046.50***
EQUIPMENT							
FOREMAN TRUCK	10.0		HR		$ 19.28		$ 192.80
MOTORGRADER CAT 140G	15.0		HR		$ 75.48		$ 1,132.20
FLAT WHEEL ROLLER, CAT 84"	7.5		HR		$ 58.04		$ 435.30
PNEUMATIC ROLLER, 12 TON	7.5		HR		$ 42.93		$ 321.98
WHEEL LOADER, CAT 950	2.5		HR		$ 69.60		$ 174.00
WATER TRUCK, 2,000 GAL	15.0		HR		$ 29.83		$ 447.45
					SUBTOTAL:		$ 2,703.73
					15% Mark-Up		$ 405.56
					EQUIPMENT TOTAL		***$ 3,109.28***
MATERIALS							
Graded Aggregate Base	319.0		TON		$ 6.50		$ 2,073.50
Construction Water	7.3		MG		$ 2.17		$ 15.72
					SUBTOTAL:		$ 2,089.22
					25% Mark-Up		$ 522.30
					MATERIALS TOTAL		***$ 2,611.52***
SUBS							
Hauling Base	319.0		TON		$ 4.50		$ 1,435.50
					SUBTOTAL:		$ 1,435.50
					5% Mark-Up		$ 71.78
					SUBS TOTAL		***$ 1,507.28***
					TOTAL LESS BOND		**$ 10,274.58**
			BOND		1%		**$ 102.75**
			THIS CHANGE ORDER				**$ 10,377.33**

Change Order Breakdown (Excavation)

Capital Excavation Company

PROJECT: NORTH MAYS EXTENSION **DATE:** 10/25/2019
DESCRIPTION SURVEY
QUANTITY 1.00 LS
UNIT PRICE $ 3,200.00 /LS

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
SURVEY PARTY CHIEF	20.0		MH		$42.00		$840.00
ROD MAN	20.0		MH		$15.32		$306.31
INSTRUMENT MAN	20.0		MH		$15.32		$306.31
							$0.00
							$0.00
							$0.00
					SUBTOTAL:		$1,452.62
					25% Labor Mark-Up		$363.15
					55% Ins. & Tax Mar		$798.94
					LABOR TOTAL		***$2,614.71***
EQUIPMENT							
SURVEY TRUCK	20.00		HR		$24.07		$481.40
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
					SUBTOTAL:		$481.40
					15% Mark-Up		$72.21
					EQUIPMENT TOTAL		***$553.61***
MATERIALS							
							$0.00
							$0.00
					SUBTOTAL:		$0.00
					25% Mark-Up		$0.00
					MATERIALS TOTAL		***$0.00***
SUBS							
							$0.00
					SUBTOTAL:		$0.00
					5% Mark-Up		$0.00
					SUBS TOTAL		***$0.00***
					TOTAL LESS BOND		**$3,168.32**
				BOND	1%		**$31.68**
				THIS CHANGE ORDER			**$3,200.00**

EquipmentWatch

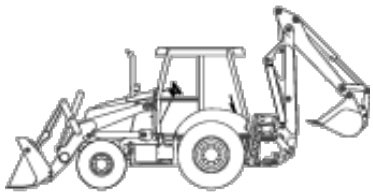
www.equipmentwatch.com

Adjustments for BH43 in CAP EX EQUIPMENT

February 22, 2019

Caterpillar 420D (disc. 2006)
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
15,772 lbs.



Configuration for 420D (disc. 2006)

Power Mode	**Diesel**	Net Horsepower	**89 hp**
Operator Protection	**EROPS**	Loader Bucket Capacity--Heaped	**1.25 cu yd**
Drive	**4WD**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$3,175.00	$890.00	$225.00	$34.00	$23.25	$41.29
Adjustments						
Region (Texas: 88.9%)	($352.43)	($98.79)	($24.98)	($3.77)		
Model Year (2002: 96.8%)	($90.32)	($25.32)	($6.40)	($0.97)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$2,732.25**	**$765.89**	**$193.62**	**$29.26**	**$23.25**	**$38.77**

Non-Active Use Rates

	Hourly
Standby Rate	$8.23
Idling Rate	$26.84

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	$1,047.75/mo
Overhaul (ownership)	47%	$1,492.25/mo
CFC (ownership)	11%	$349.25/mo
Indirect (ownership)	9%	$285.75/mo
Fuel (operating) @ 3.27	49%	$11.32/hr

Revised Date: 1st Half 2019

www.equipmentwatch.com

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EquipmentWatch

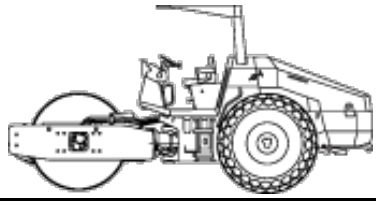
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Adjustments for VPR10 in CAP EX EQUIPMENT

February 22, 2019

Ingersoll Rand SD100F (disc. 2007)
Single Drum Vibratory Compactors

Size Class:
12.0 - 14.9 MTons
Weight:
25,100 lbs.



Configuration for SD100F (disc. 2007)

Drum Type	**Padfoot**	Drum Width	**84 in**
Power Mode	**Diesel**	Net Horsepower	**125 hp**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$4,490.00	$1,255.00	$315.00	$47.00	$37.95	$63.46
Adjustments						
Region (Texas: 89.4%)	($475.94)	($133.03)	($33.39)	($4.98)		
Model Year (1990: 88.1%)	($477.67)	($133.51)	($33.51)	($5.00)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$3,536.39**	**$988.46**	**$248.10**	**$37.02**	**$37.95**	**$58.04**

Non-Active Use Rates

	Hourly
Standby Rate	$14.47
Idling Rate	$30.72

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	48%	$2,155.20/mo
Overhaul (ownership)	28%	$1,257.20/mo
CFC (ownership)	13%	$583.70/mo
Indirect (ownership)	11%	$493.90/mo
Fuel (operating) @ 3.27	28%	$10.63/hr

Revised Date: 1st Half 2019

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Adjustments for 2003 Mechanics Truck in CAP EX EQUIPMENT

February 22, 2019

Miscellaneous 4X2 1 1/2 360 CREW DIESEL
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
N/A



Configuration for 4X2 1 1/2 360 CREW DIESEL

Axle Configuration	**4X2**	Power Mode	**Diesel**
Horsepower	**360**	Cab Type	**Crew**
Ton Rating	**1 1/2**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$1,200.00	$335.00	$84.00	$13.00	$18.50	$25.32
Adjustments						
Region (Texas: 91.4%)	($103.20)	($28.81)	($7.22)	($1.12)		
Model Year (2003: 89.3%)	($117.36)	($32.76)	($8.22)	($1.27)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$979.44**	**$273.43**	**$68.56**	**$10.61**	**$18.50**	**$24.07**

Non-Active Use Rates

	Hourly
Standby Rate	$3.95
Idling Rate	$19.70

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	$648.00/mo
Overhaul (ownership)	29%	$348.00/mo
CFC (ownership)	7%	$84.00/mo
Indirect (ownership)	10%	$120.00/mo
Fuel (operating) @ 3.27	76%	$14.13/hr

Revised Date: 1st Half 2019

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Adjustments for WL54 in CAP EX EQUIPMENT

February 22, 2019

Caterpillar 950H (disc. 2012)
4-Wd Articulated Wheel Loaders

Size Class:
175 - 199 HP
Weight:
40,435 lbs.



Configuration for 950H (disc. 2012)

Power Mode	**Diesel**	Net Horsepower	**197 hp**
Operator Protection	**EROPS**	Bucket Capacity - Heaped	**4 cu yd**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$5,620.00	$1,575.00	$395.00	$59.00	$38.85	$70.78
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2008: 96.3%)	($207.94)	($58.28)	($14.62)	($2.18)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$5,412.06**	**$1,516.72**	**$380.38**	**$56.82**	**$38.85**	**$69.60**

Non-Active Use Rates

	Hourly
Standby Rate	$19.07
Idling Rate	$51.49

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	40%	$2,248.00/mo
Overhaul (ownership)	38%	$2,135.60/mo
CFC (ownership)	12%	$674.40/mo
Indirect (ownership)	10%	$562.00/mo
Fuel (operating) @ 3.27	53%	$20.74/hr

Revised Date: 1st Half 2019

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Adjustments for PR16 in CAP EX EQUIPMENT

February 22, 2019

Ingersoll Rand PT120R (disc. 1993)
Self Propelled Pneumatic Compactors

Size Class:
To 2.4 MTons
Weight:
29,000 lbs.



Configuration for PT120R (disc. 1993)

Number of Wheels	**9**	Power Mode	**Diesel**
Net Horsepower	**76 hp**	Number of Speeds	**Infinitely variable**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$5,105.00	$1,430.00	$360.00	$54.00	$17.00	$46.01
Adjustments						
Region (Texas: 89.4%)	($541.13)	($151.58)	($38.16)	($5.72)		
Model Year (1993: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$4,563.87**	**$1,278.42**	**$321.84**	**$48.28**	**$17.00**	**$42.93**

Non-Active Use Rates

	Hourly
Standby Rate	$9.85
Idling Rate	$32.76

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	21%	$1,072.05/mo
Overhaul (ownership)	62%	$3,165.10/mo
CFC (ownership)	9%	$459.45/mo
Indirect (ownership)	8%	$408.40/mo
Fuel (operating) @ 3.27	40%	$6.83/hr

Revised Date: 1st Half 2019

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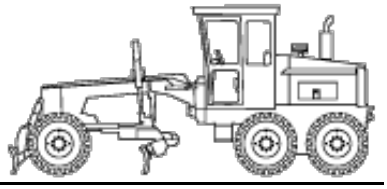
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Adjustments for MG25 in CAP EX EQUIPMENT

February 22, 2019

Caterpillar 140H
Articulated Frame Graders

Size Class:
145 - 169 HP
Weight:
32,357 lbs.



Configuration for 140H

Power Mode	**Diesel**	Net Horsepower	**165 hp**
Operator Protection	**EROPS**	Moldboard Size	**12 ft**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$7,285.00	$2,040.00	$510.00	$77.00	$42.40	$83.79
Adjustments						
Region (Texas: 88.9%)	($808.64)	($226.44)	($56.61)	($8.55)		
Model Year (2001: 89.9%)	($654.11)	($183.17)	($45.79)	($6.91)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$5,822.25**	**$1,630.39**	**$407.60**	**$61.54**	**$42.40**	**$75.48**

Non-Active Use Rates

	Hourly
Standby Rate	$17.20
Idling Rate	$53.58

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	32%	$2,331.20/mo
Overhaul (ownership)	48%	$3,496.80/mo
CFC (ownership)	10%	$728.50/mo
Indirect (ownership)	10%	$728.50/mo
Fuel (operating) @ 3.27	48%	$20.50/hr

Revised Date: 1st Half 2019

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Adjustments for Chevy 1 Ton Truck 04 in CAP EX EQUIPMENT

February 22, 2019

Miscellaneous 4X2 1 234 CONV GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
Weight:
4,133 lbs.



Configuration for 4X2 1 234 CONV GAS

Axle Configuration	**4X2**	Power Mode	**Gasoline**
Horsepower	**234**	Cab Type	**Conventional**
Ton Rating	**1**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$780.00	$220.00	$55.00	$8.00	$15.65	$20.08
Adjustments						
Region (Texas: 91.4%)	($67.08)	($18.92)	($4.73)	($0.69)		
Model Year (2004: 89.6%)	($74.14)	($20.91)	($5.23)	($0.76)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$638.78**	**$180.17**	**$45.04**	**$6.55**	**$15.65**	**$19.28**

Non-Active Use Rates

	Hourly
Standby Rate	$2.58
Idling Rate	$15.86

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	$421.20/mo
Overhaul (ownership)	29%	$226.20/mo
CFC (ownership)	7%	$54.60/mo
Indirect (ownership)	10%	$78.00/mo
Fuel (operating) @ 2.75	78%	$12.23/hr

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Adjustments for 2005 Freightliner M2/106 Water Truck in CAP EX EQUIPMENT

February 22, 2019

Miscellaneous DSL 4X2 2500
On-Highway Water Tankers

Size Class:
To 199 HP
Weight:
10,500 lbs.



Configuration for DSL 4X2 2500

Power Mode	**Diesel**	Horsepower	**150**
Tank Capacity	**2500 gal**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$2,000.00	$560.00	$140.00	$21.00	$20.75	$32.11
Adjustments						
Region (Texas: 91.4%)	($172.00)	($48.16)	($12.04)	($1.81)		
Model Year (2005: 87.4%)	($230.33)	($64.49)	($16.12)	($2.42)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$1,597.67**	**$447.35**	**$111.84**	**$16.77**	**$20.75**	**$29.83**

Non-Active Use Rates

	Hourly
Standby Rate	$6.26
Idling Rate	$21.34

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	49%	$980.00/mo
Overhaul (ownership)	31%	$620.00/mo
CFC (ownership)	9%	$180.00/mo
Indirect (ownership)	11%	$220.00/mo
Fuel (operating) @ 3.27	59%	$12.26/hr

Revised Date: 1st Half 2019

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NORTH MAYS EXTENSION CHANGE ORDER BACK-UP

REBAR EXCERPT

Phone: 512-282-8820
Fax: 512-295-2500
Contact: Jim Lyons

CX Job #: 971
PO #: 971-38
Ship to: Jobsite

Via: Your Trucks
F.O.B.:

Requested by: Chase Botkin

All material and/or equipment delivered under this Master Purchase Order Work Order ("Work Order") must comply fully with the Contract Documents for the above job

DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE	APPROXIMATE TOTAL
Reinforcing bars for structures	650,000 / LB	$0.485	$315,250.00

CONCRETE EXCERPT

Phone: 512-389-2113
Fax: 512-389-2828
Contact: Russell White

CX Job #: 971
PO #: 971-4073
Ship to: Jobsite

Via: Your Trucks
F.O.B.:

Requested by: Chase Botkin

All material and/or equipment delivered under this Master Purchase Order Work Order ("Work Order") must comply fully with the Contract Documents for the above job.

DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE	APPROXIMATE TOTAL
TXDOT CLASS A	1,900 / CY	$98.00	$186,200.00
TXDOT CLASS B	500 / CY	$96.50	$48,250.00
TXDOT CLASS C	1,000 / CY	$102.50	$102,500.00
TXDOT CLASS S	3,100 / CY	$102.50	$317,750.00
TXDOT FLOWABLE FILL	250 / CY	$78.00	$19,500.00
		TOTAL WORK ORDER:	$674,200.00

NORTH MAYS EXTENSION CHANGE ORDER BACK-UP

BASE MATERIAL

To: Central Texas Stone & Aggregate
875 CR 239
Florence, Texas 76527

Phone: 512-863-2711
Fax:
Contact: Cole Bland

Job Name: Mays Ext Williamson Co

CX Job #: 971
PO #: 971-5850
Ship to: Jobsite

~~Via: Your Trucks~~
F.O.B.: CTSA

Requested by: Chase Botkin

All material and/or equipment delivered under this Master Purchase Order Work Order ("Work Order") must comply fully with the Contract Documents for the above job.

DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE	APPROXIMATE TOTAL
Type C Embankment	20,000 / TON	$3.50	$70,000.00
Williamson County Flex Base	25,000 / TON	$6.50	$162,500.00

BASE TRUCKING

SUPPLIER: TEXAS TRUCKING COMPANY, INC
ADDRESS: 3900 SHELL ROAD
GEORGETOWN TX 78628
CONTACT PERSON: GEORGE ELIZONDO

TELEPHONE: 512-930-0293
FAX: 512-930-0298
DELIVERY DATE: As needed

JOB NAME: WILLIAMSON CO. - NORTH MAYS EXTENSION

SHIP TO: Jobsite

VIA: Your trucks

FOB:

PURCHASE ORDER AMOUNT: $487,500.00

SCOPE OF WORK:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
HAULING	TCS - RR		TON	$2.30	
	TCS - GT		TON	$2.35	
	CENTRAL TEXAS STONE		TON	$4.50	

Commissioners Court - Regular Session **48.**

Meeting Date: 05/05/2020

Awarding RFQ #2451-16-17 Bartlett St and Coupland St

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ #2451-16-17 Planning and Design of Road Bond Projects - Bartlett Street and Coupland Street, Road Bond Project #4.4 & 4.8, to the overall most qualified firm CONSOR Engineers, LLC. and authorizing execution of the agreement. Funding source P369 and P373.

Background

Purchasing solicited sealed statements of qualifications for Planning and Design of Road Bond Projects. 68 firms participated in the solicitations of which 31 firms submitted for the projects specified in the RFQ. Evaluations were held for the design projects. After the evaluation phase, it was determined that Consor is the most qualified firm to provide the services required by the County for Bartlett Street and Coupland Street Road Bond Project #4.4 and 4.8. Total contract amount will be $150,000.00. Department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/29/2020 06:26 PM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 09:22 PM
Form Started By: Thomas Skiles		Started On: 04/28/2020 07:06 AM
Final Approval Date: 04/29/2020		

WILLIAMSON COUNTY
1848

March 13, 2020

Mr. Randy Barker
Williamson County Purchasing Department
100 Wilco Way, P101
Georgetown, TX 78626

Subject: Recommendation for RFQ 2451 Planning and Design of Road Bond Projects: 4.4 Bartlett Street and 4.8 Coupland Street

Based on the attached supporting documentation, the Planning and Design of Road Bond Projects Selection Committee recommends the selection of Consor Engineers, LLC which was the top ranked firm from the evaluation process.

Thirty one firms were evaluated on March 9, 2020 by the following Selection Committee:

Please feel free to contact me if you have any questions.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Cc: Commissioner Russ Boles, Pct 4

Williamson County
3151 S.E. Inner Loop
Georgetown, TX 78626
512.943.3330

EVALUATION - Planning & Design of Road Bond Projects - 4.4 & 4.8 DESIGN PROJECT
RFQ 2451
DATE: March 9, 2020

Mandatory Criteria	Maximum Score Points	Aguirre & Fields	Alliance Transportation Group	American Structurepoint	Atkins North America	BGE	Binkley & Barfield	Bridgefarmer & Associates	CONSOR Engineers	CP&Y	Dannenbaum	Dunaway Associates	Garver	Halff Associates	HDR Engineering	Huitt-Zollars	Johnson, Mirmiran & Thompson	Jones Carter	K Friese + Associates	KC Engineering	Kimley-Horn & Associates	LJA Engineering	LNV	M&S	Pape-Dawson Engineers	PGAL	Rodriguez Transportation Group	RPS	RS&H	Seiler Lankes Group	Wantman Group	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
PM	50	35	45	45	45	45	45	45	45	45	45	45	45	45	45	45	40	45	45	45	45	45	45	45	45	40	45	45	45	45	45	45
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	45	45	45	45	45	45	45	45	45	45	40	40	40	40	45	40	45	40	45	40	45	45	45	45	40	45	45	45	45	40	45
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	40	45	45	45	45	45	45	40	45	40	35	40	45	45	45	35	40	45	45	40	40	40	45	40	40	45	45	40	40	45	40
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	40	40	40	40	45	40	40	40	40	45	35	45	40	45	40	40	40	40	40	35	45	40	40	40	40	40	40	40	40	40	40
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	45	30	10	10	10	10	10	45	10	10	30	45	10	10	10	10	20	10	20	30	10	45	20	45	45	10	30	45	10	10	10
Understanding of Corridor, I from US 183 to SH 29 (and to Burnet County line) project ONLY	50	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
TOTAL	350	285	295	265	265	270	265	265	295	265	265	265	295	260	265	265	245	270	260	275	270	265	295	275	295	285	265	285	295	260	260	260

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **CONSOR Engineers, LLC ("Engineer")**
ADDRESS: **15310 Park Row, Houston, Texas 77084**
PROJECT: **Bartlett & Coupland Streets ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one hundred fifty thousand Dollars ($150,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

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

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Leticia Estavillo, PE
Regional Manager, Austin Design
706b West Ben White Boulevard
Austin, Texas 78704

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

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

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

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

Engineer: _CONSOR Engineers, LLC
Attn: Leticia Estavillo, PE
15310 Park Row
Houston, Texas 77084

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

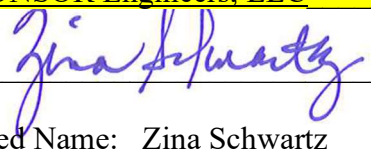
By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

04/27/2020

ENGINEER

CONSOR Engineers, LLC

By 

Printed Name: Zina Schwartz

Title: Executive Vice President

Date: April 23, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

CONSORS Engineers, LLC
Name of Firm

Zina Schwartz
Signature of Certifying Official

Zina Schwartz
Printed Name of Certifying Official

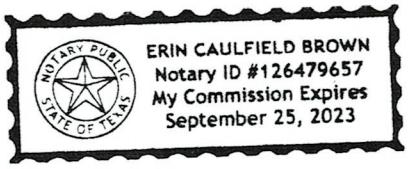
Executive Vice President
Title of Certifying Official

April 23, 2020
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Zina Schwartz, PE _____ the Executive Vice President of Consor Engineers, LLC, on behalf of said firm.



Erin Caulfield Br
Notary Public in and for the
State of Texas

My commission expires: 9/25/2023

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop **Bartlett Street and Coupland Street** Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 - SURVEYING

TASK 5 - ROW MAPPING

TASK 6 - ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 7 - GEOTECHNICAL SERVICES

TASK 8 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 9 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this _23___ day of __April_____, 2020___.

ENGINEER:	COUNTY:
[CONSOR Engineers, LLC]	Williamson County, Texas
By:__ _____	By:_____
Signature	Signature
Zina Schwartz_____	_____
Printed Name	Printed Name
_ Executive Vice President_	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

CONSOR - 2020 Labor Rates

PROVIDER NAME:	Consor Engineers, LLC	BGE, Inc.	CP&Y, Inc.	Arias Geoprofessionals	Surveying and Mapping, LLC
Labor/Staff Classification					
Principal/Director		$290.00			$200.00
Senior Project Manager		$235.00	$265.00		$175.00
Project Manager	$235.00	$235.00			$150.00
QC Manager		$280.00	$174.00		
Senior Engineer	$230.00	$230.00	$224.00		
Project/Principal Engineer	$192.00	$195.00	$191.00	$195.00	
Design Engineer	$150.00		$158.00		
Engineer-In-Training/Graduate Engineer	$125.00	$130.00	$121.00	$95.00	
Senior Design/Engineer Technician	$160.00	$164.00	$154.00		
Senior CADD Operator/Technician	$115.00	$110.00			
Design/Engineer Technician		$120.00	$111.00		
Technician				$75.00	
CADD Operator/Technician	$96.00	$80.00			
Environmental QA/QC Manager		$235.00			
Environmental Task Leader		$190.00			
GIS Technician		$110.00			
Environmental Manager			$251.00		
Environmental Scientist		$125.00			
Senior Environmental Planner			$245.00		
Environmental Planner IV			$174.00		
Environmental Planner I/II			$111.00		
Senior Environmental Scientist			$174.00		
Environmental Scientist IV			$154.00		
Environmental Scientist III			$121.00		
Environmental Scientist I/II			$111.00		
Senior Architectural Historian			$148.00		
Architectural Historian			$107.00		
Senior GIS Operator			$111.00		
GIS Operator			$101.00		
Senior Geotechnical Engineer				$175.00	
Engineer				$115.00	
Laboratory Manager				$85.00	
Survey Project Manager			$200.00		
Project Surveyor/ RPLS		$190.00	$150.00		
Senior Survey Technician			$126.00		$110.00
Survey Technician		$130.00	$105.00		$98.00
Survey Field Crew - 1-man crew			$125.00		$115.00
Survey Field Crew - 2-man crew		$170.00	$150.00		$155.00
Survey Field Crew - 3-man crew		$200.00	$180.00		$195.00
Additional Rodperson, Chainperson, Flagperson					$30.00
Project Coordinator - Mobile LiDAR					$120.00
Mobile LiDAR Processing technician					$120.00
Project Coordinator - AM					$120.00
Certified Photogrammetrist					$125.00
Analytical Triangulation Specialist					$110.00
Aerial mapping Technician					$98.00
Orthophoto Specialist					$98.00
Mapping Editor					$98.00
Aerial Office Technician					$65.00
Project Coordinator - AP					$120.00
Aerial Processing Technician					$100.00
Project Coordinator - FWAL					$120.00
Airborne LiDAR Processing Technician					$100.00
HAL Processing Technician					$98.00
Project Coordinator - HAL					$120.00
Helicopter Flight Crew Rotary Wing Aircraft					$205.00
Helicopter LiDAR Processing Technician					$125.00
Department Manager (SUE)					$200.00
Sr. Project Manager (SUE)					$195.00
Project Manager (SUE)					$17.00
Senior Engineer (SUE)					$177.00
Utility Coordinator					$125.00
Senior Utility Coordinator					$165.00
Utilities Field Inspector					$109.00
Senior Utilities Field Inspector					$129.00
Engineer in Training					$124.00
Phase Manager (SUE)					$124.00
Senior Office Technician (SUE)					$124.00
Office Technician (SUE)					$102.00
Field Coordinator/ Field Supervisor					$150.00
Three (3) Person SUE Locating Crew (W/ Equipment					$279.00
Two (2) Person SUE Field Crew (W/ Equipment)					$190.00
One (1) Person SUE Designating Crew (W/ Equipmer					$100.00
Vac Crew Rate (includes 1 unit with 2-man crew)					$247.00
Vac Crew Rate (overtime) (weekends, work exceedi					$265.00
Data Processing				$65.00	
Executive Assistant			$84.00		
Admin/Clerical	$80.00	$85.00	$121.00		$78.00
Contract Rates include labor, overhead and profit. Contract Rates to be used to derive lump sum totals.					

CONSOR - Direct Expenses	Unit Price	Unit
REPRODUCTION (8.5" x 11")(B/W)	$ 0.100	copy
REPRODUCTION (11" x 17")(B/W)	$ 0.200	copy
REPRODUCTION (8.5" x 11")(Color)	$ 0.500	copy
REPRODUCTION (11" x 17")(Color)	$ 1.250	copy
PRESENTATION BOARDS 30" X 40"	$ 125.000	board
11" x 17" Mylars	$ 1.500	sheet
Paper Plots (22" x 34")	$ 1.500	plot
Mylar Plots (22" x 34")	$ 3.000	plot

Arias - Field Testing	Unit Price	Unit
Mobilization of Drilling Equipment (Austin Area)	$ 550.000	Day
Soil Drilling and Sampling - Up to 50 Feet	$ 20.000	LF
Soil Drilling and Sampling - 50 to 100 Feet	$ 26.000	LF
Shelby Tube Sampling (Additional Samples)	$ 25.000	EA
Standard Penetration test (SPT), (Additional Samples)	$ 25.000	EA
Texas Cone Pentration (TCP)	$ 25.000	EA
Rock Coring - Up to 50 Feet	$ 28.000	LF
Rock Coring - 50 to 100 Feet	$ 32.000	LF
Rock Core setup Charge (greater than 40 feet)	$ 225.000	Boring
Patch Holes - Concrete/Asphalt	$ 50.000	EA
Grout Borehole	$ 10.000	LF
Backfill Borehole (Cuttings/Bentonite)	$ 5.000	LF
Drill Rig Standby	$ 175.000	Hr
Piezometer (Materials/Installation)	Per Request	
Arias - Laboratory Testing	**Unit Price**	**Unit**
Moisture Content Test	$ 15.000	EA
Atterberg Limits Determination (ASTM D4318)	$ 75.000	EA
Grain Size Analysis Mechanical (ASTM D422)	$ 75.000	EA
Hydrometer Analysis (ASTM D422)	$ 135.000	EA
Percent Passing No. 200 Sieve (ASTM D1140)	$ 50.000	EA
Moisture Density Relationship (ASTM or TEX)	$ 230.000	EA
Pressure Swell Relationship	$ 150.000	EA
Percent Swell Test	$ 75.000	EA
Unconfined Compressive Strength (Soil or Rock)	$ 65.000	EA
Undrained Compressive Strength Triaxial (Soil)	$ 85.000	EA
One-Dimensional Consolidation (ASTM D2435)	$ 450.000	EA
Sulfate test (ASTM D1580)	$ 55.000	EA
Soil pH Test (ASTM D4972)	$ 45.000	EA
Crumb Test (ASTM D6572)	$ 45.000	EA



Arias - Engineering and Technical Services	Unit Price	Unit
Trip Charge (Within Austin Metro)	$ 50.000	EA

Surveying and Mappying, LLC	Unit Price	Unit
Deed Copies	$ 2.000	Sheet
Third Party Traffic Control	$ 2,000.000	Day
Control Monuments	$ 90.000	EA
Ground Target (Includes paint, panel material, etc.)	$ 20.000	EA
GPS Receiver	$ 25.000	Hr
Terrestrial Laser Scanner	$ 100.000	Hr
LiDAR Workstation	$ 15.000	Hr
Helicopter Rate	$ 1,450.000	Hr
Fixed Wing Aircraft Rate	$ 1,300.000	Hr
Aerial LiDAR System	$ 700.000	day
Digital Imagery Processing	$ 32.000	EA
LiDAR Mobile Mapping System	$ 6,500.000	Day
Aerial Photography Flight Crew (Fixed Wing Aircraft)	$ 205.000	Hr
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	$ 120.000	Hr
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	$ 325.000	Hr
AP Transit Miles	$ 12.000	Mile
AP Project Flight Miles	$ 32.000	Mile
AP ABGPS Processing	$ 3,000.000	Project
FWAL Transit Miles	$ 12.000	Mile
FWAL Project Flight Miles	$ 32.000	Mile
B&W Processing (film, development, scanning)	$ 10.000	EA
CIR Processing (film, development, scanning)	$ 10.000	EA
Color Processing (Film, development, scanning)	$ 15.000	EA
Digital Image Processing	$ 27.000	EA
Ground Penetrating Radar (Adder to Designating Crew Rate)	$ 400.000	Day
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	$ 35.000	Day
Flashing Arrow Board, warning signs (w/stands and traffic cones)	$ 38.000	Day
ATV or Utility Vehicle	$ 75.000	Day
Environmental Supplies (Paint, Flags, Lath, Stakes)	$ 25.000	Day
Pavement Coring	$ 300.000	Core
Agency As-built Information (Reproduction) Fees	$ 10.000	Copy
Additional Vehicle (Required for safety or materials)	$ 200.000	Day
Roadway Bonding Agent	$ 110.000	Bucket



EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

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

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

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

Commissioners Court - Regular Session **49.**

Meeting Date: 05/05/2020

Awarding RFQ #2451-21-23 Davilla St and Thrall St

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ #2451-21-23 Planning and Design of Road Bond Projects - Davilla Street and Thrall Street, Road Bond Project #4.11 & 4.17, to the overall most qualified firm RS&H, Inc. and authorizing execution of the agreement. Funding source P486 and P374.

Background

Purchasing solicited sealed statements of qualifications for Planning and Design of Road Bond Projects. 68 firms participated in the solicitations of which 31 firms submitted for the projects specified in the RFQ. Evaluations were held for the design projects. After the evaluation phase, it was determined that RS&H is the most qualified firm to provide the services required by the County for Davilla and Thrall Streets Road Bond Project #4.11 and 4.17. Total contract amount will be $100,000.00. Department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/29/2020 06:28 PM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 09:26 PM
Form Started By: Thomas Skiles		Started On: 04/28/2020 07:11 AM
Final Approval Date: 04/29/2020		

WILLIAMSON COUNTY
1848

March 13, 2020

Mr. Randy Barker
Williamson County Purchasing Department
100 Wilco Way, P101
Georgetown, TX 78626

Subject: Recommendation for RFQ 2451 Planning and Design of Road Bond Projects: 4.11 Davilla Street and 4.17 Thrall Street

Based on the attached supporting documentation, the Planning and Design of Road Bond Projects Selection Committee recommends the selection of RS&H which was the top ranked firm from the evaluation process.

Thirty one firms were evaluated on March 9, 2020 by the following Selection Committee:

Please feel free to contact me if you have any questions.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Cc: Commissioner Russ Boles, Pct 4

Williamson County
3151 S.E. Inner Loop
Georgetown, TX 78626
512.943.3330

EVALUATION - Planning & Design of Road Bond Projects - 4.11 & 4.17DESIGN PROJECT
RFQ 2451
DATE: March 9, 2020

Mandatory Criteria	Maximum Score Points	Aguirre & Fields	Alliance Transportation Group	American Structurepoint	Atkins North America	BGE	Binkley & Barfield	Bridgefarmer & Associates	CONSOR Engineers	CP&Y	Dannenbaum	Dunaway Associates	Garver	Halff Associates	HDR Engineering	Huitt-Zollars	Johnson, Mirmiran & Thompson	Jones Carter	K Friese + Associates	KC Engineering	Kinley-Horn & Associates	LJA Engineering	LNV	M&S	Pape-Dawson Engineers	PGAL	Rodriguez Trnasportation Group	RPS	RS&H	Seller Lankes Group	Wantman Group	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
PM	50	35	45	45	45	45	45	45	45	45	45	45	45	45	45	45	40	45	45	45	45	45	45	45	45	40	45	45	45	45	45	45
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	45	45	45	45	45	45	45	45	45	45	40	40	40	40	45	40	45	40	45	40	45	45	45	45	40	45	45	45	45	40	45
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	40	45	45	45	45	45	45	40	45	40	35	40	45	45	45	35	40	45	45	40	40	40	45	40	40	45	45	40	40	45	40
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	40	40	40	40	45	40	40	40	40	45	35	45	40	45	40	40	40	40	40	35	45	40	40	40	40	40	40	40	40	40	40
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	45	30	10	10	10	10	10	10	10	10	30	10	10	10	10	10	20	10	20	30	10	45	20	45	45	10	30	45	10	10	10
Understanding of Corridor, I from US 183 to SH 29 (and to Burnet County line) project ONLY	50	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
TOTAL	350	285	285	265	265	270	265	265	260	265	265	265	260	260	265	265	245	270	260	275	270	265	295	275	295	285	265	285	295	260	260	260

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **RS&H, Inc. ("Engineer")**
ADDRESS: **8240 N. MoPac Expy, Suite 300, Austin, Texas 78759**
PROJECT: **Davilla Culvert Replacement and Thrall Street Project ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one hundred thousand Dollars ($100,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

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

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

George L. Grantham, Jr., PE
RS&H, Inc
8240 N. MoPac Expy, Suite 300
Austin, Texas 78759

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business

judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

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

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

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

Engineer: RS&H, Inc.
Attn: George L. Grantham, Jr., PE
8240 N. MoPac Expy, Suite 300
Austin, Texas 78759

With Copy to: RS&H, Inc.
Attn: Legal
10748 Deerwood Park Blvd. South
Jacksonville, Florida 32256

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken

to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will

be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

RS&H, INC.

By_____
George L. Grantham, Jr., PE
Vice President

Date: April 22, 20 20

04/27/2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

RS&H, Inc.
Name of Firm

Signature of Certifying Official

George L. Grantham, Jr., PE
Printed Name of Certifying Official

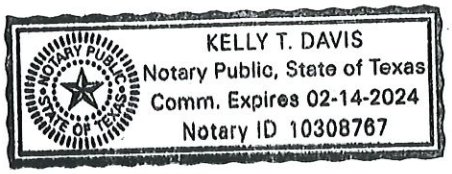
Vice President
Title of Certifying Official

April 22, 2020
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by George L. Grantham, Jr., PE the Vice President of RS&H, Inc. ,on behalf of said firm.



Notary Public in and for the
State of Texas

My commission expires: 02-14-2024

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop **Davilla Culvert Replacement and Thrall Street Project** Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 - SURVEYING

TASK 5 - ROW MAPPING

TASK 6 - ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 7 - GEOTECHNICAL SERVICES

TASK 8 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 9 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
RS&H, Inc.	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

RS&H, INC
RATE SCHEDULE

Labor/Staff Classification	Contract Rate
Project Manager	$ 250.00
Quality Manager	$ 265.00
Senior Engineer	$ 235.00
Project Engineer	$ 165.00
Design Engineer	$ 125.00
Engineer in Training	$ 112.00
Environmental Specialist	$ 135.00
Transportation Planner	$ 100.00
Designer	$ 135.00
Operation Asst	$ 115.00
Admin	$ 70.00
Visualization	$ 130.00

OTHER DIRECT EXPENSES

Rates shown apply to Prime and all Subproviders

Services to be Provided	Unit	Fixed/Max	Rate
Mileage	mile	F	*current federal rate*
Photocopies B/W (11" X 17")	each	F	$ 0.25
Photocopies B/W (8 1/2" X 11")	Each	F	$ 0.15
Photocopies Color (11" X 17")	each	F	$ 2.00
Photocopies Color (8 1/2" X 11")	each	F	$ 1.00
Plots (B/W on Bond)	per sq. ft.	M	$ 2.00
Plots (Color on Bond)	per sq. ft.	F	$ 4.00
Plots (Color on Photographic Paper)	per sq. ft.	F	$ 5.00
Color Graphics on Foam Board	square foot	F	$ 12.00
Presentation Boards 30" X 40" Color Mounted	each	M	$ 145.00
Report Binding and tabbing	each	M	$ 15.00
Reproduction of CD/DVD	each	M	$ 4.00

EXHIBIT D
RATE SCHEDULE

	Billing Rate/Hour
PRINCIPAL	$230.00
SR. PROJECT MANAGER	$210.00
SR. PROJECT ENGINEER	$190.00
SR. PLANNER	$175.00
PROJECT ENGINEER 4	$175.00
PROJECT ENGINEER 3	$165.00
PROJECT ENGINEER 2	$155.00
PROJECT ENGINEER 1	$145.00
GRADUATE ENGINEER 3	$125.00
GRADUATE ENGINEER 2	$115.00
GRADUATE ENGINEER 1	$105.00
ENGINEERING SPECIALIST 4	$155.00
ENGINEERING SPECIALIST 3	$145.00
ENGINEERING SPECIALIST 2	$135.00
ENGINEERING SPECIALIST 1	$125.00
SR. ENVIRONMENTAL SCIENTIST 2	$145.00
SR. ENVIRONMENTAL SCIENTIST 1	$135.00
ENVIRONMENTAL SCIENTIST 3	$115.00
ENVIRONMENTAL SCIENTIST 2	$105.00
ENVIRONMENTAL SCIENTIST 1	$95.00
PROJECT ANALYST 2	$115.00
PROJECT ANALYST 1	$105.00
OFFICE TECH 2	$70.00
OFFICE TECH 1	$60.00



EXHIBIT D
RATE SCHEDULE

PESC Rate Schedule

Williamson County	
4/14/2020	
CATEGORY	**RATE**
Principal Engineer	$265.00
Sr. Project Manager/VP	$220.00
Senior Structural Engineer	$210.00
Senior Struct'l QAQC Manager	$200.00
Structural Engineer/Project Manager	$182.00
Structural Project Engineer	$150.00
Structural Design Engineer	$125.00
EIT II	$112.00
EIT I	$105.00
Graduate Engineer	$75.00
Undergraduate Engineer	$60.00
CADD/Production Manager	$160.00
Senior CADD Technician	$115.00
CADD Technician	$90.00
Admin/Clerical	$75.00

EXHIBIT D
RATE SCHEDULE

HVJ South Central Texas, M&J		
CATEGORY	**RATE**	
Sr Advisor/Sr Project Manager	$175.00	
Project Manager	$150.00	
Project Engineer	$125.00	
EIT	$100.00	
Sr Technician	$90.00	
Technician	$75.00	
Sr CADD Operator	$85.00	
Admin/Clerical	$65.00	
DIRECT EXPENSES		**UNIT**
Mobilization/Demobilization	$650.00	each
Drill Rig Minimum Charge	$1,500.00	each
Drill Rig Hourly Rate	$250.00	per hour
Undisturbed sample boring w/3" Shelby tube	$25.00	per foot
Rock Coring Cost - Soft & Hard Rock) 0'-25' Depth	$40.00	per foot
Texas Cone Penetration Test	$25.00	each
Standard Penetration Test	$25.00	each
Grout Backfill	$8.00	per foot
Moisture Content	$20.00	each
Hydrometer Analysis	$225.00	each
Atterberg Limits	$80.00	each
Unconfined Compressive Strength Test	$70.00	each
Texas Triaxial	$1,850.00	each
Percent Passing No. 200 Sieve	$40.00	each
Sulfate Testing	$80.00	each
Soil PH Testing	$225.00	each
Traffic Control	$3,000.00	each
ATV Mobilization/Demobilization	$1,500.00	each
Sieve Analysis	$75.00	each
Consolidated Undrained Triaxial Test	$600.00	each
Consolidation	$325.00	each
CBR Test	$400.00	each
Proctor Test	$225.00	each
Swell Test	$225.00	each
Clearing	$2,250.00	day

EXHIBIT D
RATE SCHEDULE

SUB-PROVIDER NAME: **K Friese & Associates**

Labor/Staff Classification	Contract Rate
Senior Project Manager	$ 250.00
Quality Manager	$ 240.00
Senior Engineer	$ 225.00
Project Engineer	$ 185.00
Design Engineer	$ 150.00
Engineer-In-Training	$ 125.00
Senior CAD Operator	$ 120.00
CADD Operator	$ 100.00
Senior Engineer Tech	$ 130.00
Engineer Tech	$ 125.00
Admin/Clerical	$ 90.00
Senior GIS Operator	$ 130.00
GIS Operator	$ 125.00
GIS Technician	$ 110.00
Contract Rates include labor, overhead, and profit.	

EXHIBIT D
RATE SCHEDULE

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Drive, Suite 6
Austin, Texas 78731
Office 512/451-8591 Fax 512/451-8791
Email mcgray@mcgray.com

SURVEYOR RATE SCHEDULE
2020 PROFESSIONAL SURVEYING SERVICES

Field crew rates include all equipment and overhead necessary to perform any survey related task. Office rates include all equipment and overhead necessary to do drafting, office computations, and other related office tasks. Fees and charges include complete insurance coverage, taxes, and benefits.

SERVICE	RATE
<u>Conventional Field Crew Services:</u>	
1 man reconnaissance or data gathering	$ 120.00 per hour
2 man survey crew, with vehicle and data collection	$ 165.00 per hour
3 man survey crew, with vehicle and data collection	$ 200.00 per hour
<u>GPS/RTK Field Crew Services:</u>	
GPS/RTK 1 man survey crew, with vehicle and data collection	$ 170.00 per hour
GPS/RTK 2 man survey crew, with vehicle and data collection	$ 215.00 per hour
GPS/RTK 3 man survey crew, with vehicle and data collection	$ 250.00 per hour
Additional Crew/Rodman	$ 45.00 per hour
Flagger	$ 45.00 per hour
<u>Office/Professional/Technical Services:</u>	
Researcher	$ 80.00 per hour
Secretarial/Administrative	$ 70.00 per hour
AutoCAD / Survey Technician	$ 90.00 per hour
Senior Technician	$ 96.00 per hour
LIDAR Technician	$ 98.00 per hour
GPS Processing	$ 108.00 per hour
Field Coordinator	$ 98.00 per hour
Project Manager	$ 165.00 per hour
RPLS	$ 145.00 per hour
Principal	$ 190.00 per hour
RPLS - Consulting, Court Testimony, Despositions, etc.	$ 200.00 per hour

EXHIBIT D
RATE SCHEDULE

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Drive, Suite 6
Austin, Texas 78731
Office 512/451-8591 Fax 512/451-8791
Email mcgray@mcgray.com

SURVEYOR RATE SCHEDULE
2020 PROFESSIONAL SURVEYING SERVICES

Specialized Equipment:

ATV (All Terrain Vehicle)	$ 65.00 per day
Additional Survey Vehicle	$ 70.00 per day
LiDAR Terrestrial Scanner	$ 100.00 per hour
UAV (Drone) Aerial Mapper	$ 5,000.00 per day
Mobile Mapper	$ 9,000.00 per day

Unusual equipment or additional service providers will be charged at cost.

Judith J. McGray	RPLS, #2093	Joe D. Webber, Jr.	RPLS, #4552
Chris I. Conrad	RPLS, #5623	Kevin Simpson-Schroeder	RPLS, #5306
		Troy Thomas	RPLS, #6130



EXHIBIT D
RATE SCHEDULE

Danielle Skidmore Consulting, PLLC
2020 Rate Table

Direct Labor		
Job Classification	**Yrs Exp**	**Loaded Rate**
Support Manager	25+	238.00
Senior Engineer	25+	238.00
Project Engineer	10 to 15	179.00
Design Engineer	5 to 10	149.00
Engineer-In-Training	1 to 5	110.00
Senior Engineer Tech	15+	119.00
Engineer Tech	5 to 15	95.00
Junior Engineer Tech	1 to 5	75.00
Senior CADD Operator	15+	93.00
CADD Operator	5 to 15	87.00
Junior CADD Operator	1 to 5	72.00
Admin/Clerical		78.00



EXHIBIT D
RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

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

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

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

Commissioners Court - Regular Session **50.**

Meeting Date: 05/05/2020

SAM WA2 Sup1 On Call

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between Surveying And Mapping LLC and Williamson County dated February 9, 2015 for On Call Professional Survey Services.

Background

This supplemental is to decrease the maximum amount payable from $50,000.00 to $37,049.30. Funding source: 01.0200.0210.004150.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM WA2 Sup1 On Call

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2020 09:49 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:04 AM
Form Started By: Vicky Edwards		Started On: 04/29/2020 12:42 PM
Final Approval Date: 04/30/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _2___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: On Call Professional Survey Services

This Supplemental Work Authorization No. _1__ to Work Authorization No. _2___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 9, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping (SAM) LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _2___ dated effective **March 24, 2015** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby **decreased** from **$50,000.00** to **$37,049.30**.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental 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 the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization 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 Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

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

FIRM:	**COUNTY:**
By: Scott C. Brashear	By:
Signature	Signature
Scott Brashear	Bill Gravell, Jr.
Printed Name	Printed Name
Project Manager	Williamson County Judge
Title	Title
4/29/20	
Date	Date

Commissioners Court - Regular Session **51.**

Meeting Date: 05/05/2020

SAM WA4 Sup2 Design Surveying Services

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 4 under Williamson County Contract between Surveying And Mapping LLC and Williamson County dated February 9, 2015 for Design Survey Services Along River Road and Along Old Windmill Road.

Background

This supplemental is to decrease the maximum amount payable from $43,104.80 to $40,151.37. Funding source 01.0200.0210.004150.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM WA4 Sup2 Design Surveying Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2020 09:49 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:05 AM
Form Started By: Vicky Edwards		Started On: 04/29/2020 12:45 PM
Final Approval Date: 04/30/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2_
TO
WORK AUTHORIZATION NO. _4___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Design Survey Services Along River Road and Along Old Windmill Road

This Supplemental Work Authorization No. _2__ to Work Authorization No. _4___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 9, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping (SAM) LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _4___ dated effective **October 11, 2016** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby **decreased** from **$43,104.80** to **$40,151.37**.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental 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 the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization 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 Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Scott Brashear	Bill Gravell, Jr.
Printed Name	Printed Name
Project Manager	Williamson County Judge
Title	Title
4/29/20	
Date	Date

Commissioners Court - Regular Session **52.**

Meeting Date: 05/05/2020

SAM WA5 Sup3 ROW San Gabriel Ranch Road

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 5 under Williamson County Contract between Surveying And Mapping LLC and Williamson County dated February 9, 2015 for Right of Way Survey and Parcel Maps for San Gabriel Ranch Road.

Background

This supplemental is to decrease the maximum amount payable from $39,195.80 to $26,143.29. Funding source: 01.0200.0210.004150.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM WA5 Sup3 ROW San Gabriel Ranch Road

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2020 09:49 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:06 AM
Form Started By: Vicky Edwards		Started On: 04/29/2020 12:46 PM
Final Approval Date: 04/30/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. _3_
TO
WORK AUTHORIZATION NO. _5___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Right of Way Survey and Parcel Maps for San Gabriel Ranch Road

This Supplemental Work Authorization No. _3__ to Work Authorization No. _5___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 9, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping (SAM) LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _5___ dated effective **November 15, 2016** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby **decreased** from **$39,195.80** to **$26,143.29**.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental 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 the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization 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 Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Scott Brashear	Bill Gravell, Jr.
Printed Name	Printed Name
Project Manager	Williamson County Judge
Title	Title
4/29/20	
Date	Date

Commissioners Court - Regular Session **53.**

Meeting Date: 05/05/2020

SAM WA6 Sup1 L20 Relocation for Tracy Chambers

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 6 under Williamson County Contract between Surveying And Mapping LLC and Williamson County dated February 9, 2015 for Surveying Services L20 Relocation for the Tracy Chambers Lane Extension.

Background

This supplemental is to decrease the maximum amount payable from $35,791.50 to $22,051.16. Funding source: 01.0200.0210.004150.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM WA6 Sup1 L20 Relocation for Tracy Chambers

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2020 09:49 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:07 AM
Form Started By: Vicky Edwards		Started On: 04/29/2020 12:47 PM
Final Approval Date: 04/30/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1_
TO
WORK AUTHORIZATION NO. _6___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Surveying Services – L20 Relocation for the Tracy Chambers Lane Extension

This Supplemental Work Authorization No. _1__ to Work Authorization No. _6___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 9, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping (SAM) LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _6___ dated effective **October 10, 2017** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby **decreased** from **$35,791.50** to **$22,051.16**.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental 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 the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization 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 Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Scott Brashear	Bill Gravell, Jr.
Printed Name	Printed Name
Project Manager	Williamson County Judge
Title	Title
4/29/20	
Date	Date

Commissioners Court - Regular Session **54.**

Meeting Date: 05/05/2020

SAM WA9 Sup1 Survey & ROW Delineation

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 9 under Williamson County Contract between Surveying And Mapping LLC and Williamson County dated February 9, 2015 for Design Survey Services & ROW Delineation Within Live Oak & South San Gabriel Ranches Subdivisions.

Background

This supplemental is to decrease the maximum amount payable from $100,000.00 to $81,712.41. Funding source: 01.0200.0210.004150.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM WA9 Sup1 Survey & ROW Delineation

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2020 09:49 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:07 AM
Form Started By: Vicky Edwards		Started On: 04/29/2020 12:47 PM
Final Approval Date: 04/30/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1_
TO
WORK AUTHORIZATION NO. _9___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Design Survey Services & ROW Delineation Within Live Oak & South San Gabriel Ranches Subdivisions

This Supplemental Work Authorization No. _1__ to Work Authorization No. _9___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 9, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping (SAM) LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _9___ dated effective **March 19, 2019** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby **decreased** from **$100,000.00** to **$81,712.41**.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental 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 the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization 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 Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Scott Brashear	Bill Gravell, Jr.
Printed Name	Printed Name
Project Manager	Williamson County Judge
Title	Title
4/29/20	
Date	Date

Commissioners Court - Regular Session **55.**

Meeting Date: 05/05/2020

SAM WA10 ROW Delineation Remuda Dr

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 10 in the amount of $44,594.00 to expire on August 31, 2020 under Williamson County Contract for Surveying Services between Surveying And Mapping LLC and Williamson County dated February 9, 2015 for Design Survey Services & ROW Delineation Along Remuda Drive and San Gabriel Ranch Road. Funding source: 01.0200.0210.004150.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM WA10 ROW Delineation

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2020 09:49 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:08 AM
Form Started By: Vicky Edwards		Started On: 04/29/2020 12:48 PM
Final Approval Date: 04/30/2020		

WORK AUTHORIZATION NO. ___10___
PROJECT: Design survey services & ROW delineation along Remuda Drive and San Gabriel Ranch Road

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

Part1. The Engineer will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$44,594.00**.

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

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

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

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
SURVEYING AND MAPPING, LLC (SAM)	Williamson County, Texas
By:_____	By:_____
Signature	Signature
Scott Brashear	
Printed Name	Printed Name
Project Manager	
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Rate Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY THE COUNTY

The County shall:

A. Designate a project manager to serve as the County's point of contact with the Surveyor.

B. Provide the specification requirements for all surveys.

C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in Attachment C.

D. The horizontal datum for this project will be NAD83 (2011) Texas Coordinate System, Central zone, with a scale factor of 1.00014530 in order to match existing projects.

E. Vertical values for this project will be based on NAVD88, GEOID 12B.

F. It is assumed that Right-of-Entry (ROE) will not be required during this Work Authorization. If ROE is required, Williamson County will coordinate with the Property Owners prior to the Surveyor entering private property.

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE SURVEYOR (SAM)

Project Limits –

Throughout San Gabriel River Ranch Subdivision, San Gabriel Ranch Road from approximately 325 south east of River Road to intersection with Remuda Drive (~1,944') & Remuda Drive from intersection with San Gabriel Ranch Road to north terminus of Remuda Drive (~5,256'). As depicted in Exhibit "A".

Exhibit "A"



Project Control

The Surveyor shall utilize existing project control (4 points) as established during previous work authorizations. The Surveyor shall verify and re-establish if necessary the values for the existing control. The Surveyor shall establish one additional horizontal & vertical control point along the northern portion of Remuda Drive. The additional survey control point (5/8" iron rod with Williamson County cap) will be set in locations that will likely be undisturbed by construction or maintenance. The project control will be placed on horizontal & vertical datum's [NAD83/2011/NAVD88 values (Texas Coordinate System, Central Zone)] with a scale factor of 1.00014530 in order to match existing projects. Elevations will be derived from GPS observations using Geoid 2012B model. Secondary control points will be set throughout the project corridors as needed to complete the scope of work.

Design/Topographic Survey

I. SAM will obtain design survey data within the project limits at approximate 50' intervals and major grade breaks necessary to produce a one-foot interval contour DTM. This data will typically include as follows: edge of pavement/gutter & back of curb, crown (physical centerline), roadway striping , top and bottom of drainage ditches, sidewalk, fences, guardrails, signs (with text), mailboxes, retaining walls, paved areas, buildings, driveways (with type noted), driveway pipes, visible utilities and visible evidence of underground utilities only. Design survey limits will be from fence line to fence line within the existing right-of-way. No trees will be located during this work authorization.

Right-of-Way Delineation Survey

I. Upon notice to proceed, the Surveyor will conduct research at the Williamson County Appraisal District/County Clerk's Office in order to obtain the most recent plat & right-of-way information. The Surveyor will recover monuments/front property corners marking the existing ROW lines (if any). This shall be done in conjunction with the design survey. Utilizing the records research and data collected from the field survey, the Surveyor shall determine locations of the existing ROW lines.

Project Deliverables (same deliverables for each site)

a. 2D planimetrics & 3D DTM (Microstation V8i)
b. GPK & TIN file
c. 1-Foot Contour map in Microstation V8i DGN format
d. 2D DGN of existing ROW delineation
e. PDF Field Book copies
f. ASCII file of points

ADDITIONAL SERVICES - In addition to the services described in the foregoing Scope of Services, the SURVEYOR can provide additional services if requested by Williamson County, on a time and materials basis, after submittal of an estimated budget and receipt of written authorization. These additional services could include, but are not limited to, the following:

- ROW surveying and mapping services beyond that scoped herein
- Replacement of any missing control monumentation
- Subsurface Utility Engineering services.
- Additional surveying to support engineering and or architectural design, beyond the scope described herein.
- Obtaining permission to access adjoining properties.
- Providing construction surveying or layout services
- Safeguarding or maintenance of control or benchmarks during construction.

ATTACHMENT C - WORK SCHEDULE

Surveying and Mapping,LLC

	Week 1 (5/18)	Week 2 (5/25)	Week 3 (6/1)	Week 4 (6/8)	Week 5 (6/15)	Week 6 (6/22)	Week 7 (6/29)
Verify/Establish Project Control							
Collect Design Survey							
Locate Existing Right of Way							
QA/QC & Prepare Final Deliverables							
Williamson County Review							

* Dependant upon weather and Right-of-Entry

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

ATTACHMENT D
TIME & MATERIALS PAYMENT BASIS
SURVEY SERVICES

Project: WA # 10 Remuda Drive/San Gabriel Ranch Road Topo & ROW Delineation
Proposal Number: 1020055462

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	STAFF SURVEYOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
Control Survey (Recover existing and set additional as needed)	1	2		4	8	24				$4,515.00
Topo/ROW Survey (Remuda Drive +/- 5,256' & San Gabriel Ranch Road +/- 1,944')	2	4		40	20	146	20			$28,170.00
Abstract Map	4	16		36	20					$7,420.00
Final Deliverables	1	2		4	4					$1,075.00
										$0.00
SUB-TOTALS	8	24	0	84	52	170	20	0	0	$41,180.00
HOURS SUB-TOTALS	8	24	0	84	52	170	20	0	0	358
CONTRACT RATE PER HOUR	$145.00	$125.00	$110.00	$90.00	$80.00	$130.00	$160.00	$85.00	$60.00	
TOTAL LABOR COSTS	$1,160.00	$3,000.00	$0.00	$7,560.00	$4,160.00	$22,100.00	$3,200.00	$0.00	$0.00	$41,180.00

OTHER DIRECT EXPENSES		**# OF UNITS**	**COST/UNIT**							
Mileage (number x current state rate)		1520	$0.575							$874.00
GPS Receiver		100	$25.00							$2,500.00
Courier Services			$30.00							$0.00
Deed Copies		40	$1.00							$40.00
SUBTOTAL DIRECT EXPENSES										**$3,414.00**

SUMMARY		
LABOR COSTS		$41,180.00
NON-SALARY (OTHER DIRECT EXPENSES)		$3,414.00
TOTAL SAM SURVEY		**$44,594.00**

Commissioners Court - Regular Session **56.**

Meeting Date: 05/05/2020

Authorize issuing 4759 IFB County Road Seal Coat FY20

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for County Road Seal Coat FY20 under IFB #4759.

Background

Williamson County is seeking qualified contractors to provide materials, experienced seal coating crews and equipment to resurface county roads throughout the County. The point of contact is Kon Kwan. Estimated Amount of $1,478,152.00 Funding Source 01 0200 0210 003599 for FY 2020

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/29/2020 09:44 PM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 09:49 PM

Form Started By: Johnny Grimaldo Started On: 04/29/2020 04:22 PM

Final Approval Date: 04/29/2020

Commissioners Court - Regular Session **57.**

Meeting Date: 05/05/2020

Awarding IFB #3866 Forest North Drainage Phase III

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #3866 Forest North Drainage Phase III to the lowest responsive bidder, DeNucci Construction and authorizing execution of the agreement. Funding source P225.

Background

Purchasing solicited sealed bids for Forest North Drainage Phase III. 16 vendors participated in the solicitation of which 6 vendors submitted a bid. The lowest bid received was 13.7% lower than the Engineer's estimate. In addition to meeting the bid qualifications subject to being low bidder, DeNucci Construction has successfully completed a previous Williamson County project (Forest North Phase II) performing similar work. Based on the quality of previous work done for the County and being the low bid of $4,793,058.15, we concur with the Design Engineer's (K. Friese & Associates) recommendation of award for the Forest North Phase III's contract to DeNucci Construction. Department point of contact is HNTB.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/30/2020 08:53 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:12 AM
Form Started By: Thomas Skiles		Started On: 04/29/2020 07:53 PM
Final Approval Date: 04/30/2020		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

April 29, 2020

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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Forest North Phase III
Williamson County Project No. 3866
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (DeNucci Construction) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	DeNucci Construction	$4,793,058.15
2.	JKB Construction	~~$5,371,015.50~~ (non-responsive)
3.	MA Smith Contracting	$5,774,252.05
4.	Patin Construction	$6,352,111.00
5.	Austin Underground	$6,709,855.50
6.	Cash Construction	$8,078,116.00

The lowest bidder was 13.7% lower than the Engineer's Estimate.

In addition to meeting the bid qualifications subject to being low bidder, DeNucci Construction has successfully completed a previous Williamson County project (Forest North Phase II) performing similar work. Based on the quality of previous work done for the County and the low bid of $4,793,058.15, we concur with the Design Engineer's (K. Friese & Associates) Recommendation of Award for the Forest North Phase III's contract to DeNucci Construction in the amount of $4,793,058.15.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



James Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
3866 - Forest North Phase 3
April 28, 2020

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
DeNucci Construction	$4,793,058.15	1	($759,877.71)	-13.7%	-	-
JKB Construction*	$5,371,015.50	2	($181,920.36)	-3.3%	$ 577,957.35	12.1%
MA Smith Contracting	$5,774,252.05	3	$221,316.19	4.0%	$ 981,193.90	20.5%
Patin Construction	$6,352,111.00	4	$799,175.14	14.4%	$ 1,559,052.85	32.5%
Austin Underground	$6,709,855.50	5	$1,156,919.64	20.8%	$ 1,916,797.35	40.0%
Cash Construction	$8,078,116.00	6	$2,525,180.14	45.5%	$ 3,285,057.85	68.5%

*JKB Construction's bid was submitted using incorrect bid form, missing unit prices for bid items 36 and 37. A correct bid cannot be determined and this bid is considered non-responsive.

Williamson County Road Bond Program
3866 - Forest North Phase 3
April 28, 2020

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Construction		JKB Construction		MA Smith Contracting		Patin Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	0100-6002	PREPARING ROW	127	STA	$ 2,534.50	$ 321,881.50	$ 1,500.00	$ 190,500.00	$ 1,775.50	$ 225,488.50	$ 1,800.00	$ 228,600.00	$ 1,500.00	$ 190,500.00
2	0110-6002	EXCAVATION (CHANNEL)	1750	CY	$ 12.00	$ 21,000.00	$ 15.00	$ 26,250.00	$ 14.50	$ 25,375.00	$ 30.00	$ 52,500.00	$ 25.00	$ 43,750.00
3	0132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	535	CY	$ 10.50	$ 5,617.50	$ 10.00	$ 5,350.00	$ 12.05	$ 6,446.75	$ 20.00	$ 10,700.00	$ 10.00	$ 5,350.00
4	0160-WC01	FURNISHING AND PLACING TOPSOIL (4")	23413	SY	$ 3.50	$ 81,945.50	$ 4.00	$ 93,652.00	$ 5.25	$ 122,918.25	$ 5.25	$ 122,918.25	$ 6.00	$ 140,478.00
5	0162-6002	BLOCK SODDING	4960	SY	$ 5.75	$ 28,520.00	$ 8.00	$ 39,680.00	$ 5.40	$ 26,784.00	$ 6.00	$ 29,760.00	$ 7.00	$ 34,720.00
6	0164-WC05	SEEDING FOR EROSION CONTROL (TY 5) (PERM)	23413	SY	$ 1.00	$ 23,413.00	$ 0.70	$ 16,389.10	$ 1.25	$ 29,266.25	$ 1.15	$ 26,924.95	$ 1.00	$ 23,413.00
7	0164-WC10	SEEDING FOR EROSION CONTROL (TY 10) (TEMP)	11711	SY	$ 1.00	$ 11,711.00	$ 0.55	$ 6,441.05	$ 1.25	$ 14,638.75	$ 1.10	$ 12,882.10	$ 1.00	$ 11,711.00
8	0168-WC01	VEGETATIVE WATERING	593	MG	$ 23.50	$ 13,935.50	$ 8.00	$ 4,744.00	$ 45.25	$ 26,833.25	$ 30.00	$ 17,790.00	$ 20.00	$ 11,860.00
9	0169-6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	23413	SY	$ 2.50	$ 58,532.50	$ 3.00	$ 70,239.00	$ 2.00	$ 46,826.00	$ 2.50	$ 58,532.50	$ 2.00	$ 46,826.00
10	0400-6006	CUT & RESTORING PAV	1504	SY	$ 144.50	$ 217,328.00	$ 85.00	$ 127,840.00	$ 51.00	$ 76,704.00	$ 78.00	$ 117,312.00	$ 250.00	$ 376,000.00
11	0401-6001	FLOWABLE BACKFILL	65	CY	$ 162.50	$ 10,562.50	$ 145.00	$ 9,425.00	$ 350.40	$ 22,776.00	$ 160.00	$ 10,400.00	$ 200.00	$ 13,000.00
12	0402-6001	TRENCH EXCAVATION PROTECTION	4598	LF	$ 4.00	$ 18,392.00	$ 2.00	$ 9,196.00	$ 1.25	$ 5,747.50	$ 1.00	$ 4,598.00	$ 3.00	$ 13,794.00
13	0432-6002	RIPRAP (CONC)(5 IN)	53	CY	$ 333.50	$ 17,675.50	$ 200.00	$ 10,600.00	$ 591.25	$ 31,336.25	$ 425.00	$ 22,525.00	$ 300.00	$ 15,900.00
14	0432-6030	RIPRAP (STONE COMMON)(GROUT)(12 IN)	3	CY	$ 216.50	$ 649.50	$ 225.00	$ 675.00	$ 161.25	$ 483.75	$ 2,000.00	$ 6,000.00	$ 200.00	$ 600.00
15	0432-6033	RIPRAP (STONE PROTECTION)(18 IN)	93.0	CY	$ 242.50	$ 22,552.50	$ 220.00	$ 20,460.00	$ 102.25	$ 9,509.25	$ 200.00	$ 18,600.00	$ 150.00	$ 13,950.00
16	0432-6044	RIPRAP (CONC)(FLUME)	49	CY	$ 521.00	$ 25,529.00	$ 200.00	$ 9,800.00	$ 806.50	$ 39,518.50	$ 900.00	$ 44,100.00	$ 400.00	$ 19,600.00
17	0450-6052	RAIL (HANDRAIL)(TY F)	54	LF	$ 95.50	$ 5,157.00	$ 125.00	$ 6,750.00	$ 177.50	$ 9,585.00	$ 190.00	$ 10,260.00	$ 150.00	$ 8,100.00
18	0460-6012	CMP AR (GAL STL DES 5)	32	LF	$ 117.50	$ 3,760.00	$ 185.00	$ 5,920.00	$ 121.25	$ 3,880.00	$ 170.00	$ 5,440.00	$ 150.00	$ 4,800.00
19	0460-6013	CMP AR (GAL STL DES 6)	24	LF	$ 125.00	$ 3,000.00	$ 205.00	$ 4,920.00	$ 148.25	$ 3,558.00	$ 200.00	$ 4,800.00	$ 200.00	$ 4,800.00
20	0462-6001	CONC BOX CULV (3 FT X 2 FT)	309	LF	$ 314.50	$ 97,180.50	$ 380.00	$ 117,420.00	$ 182.75	$ 56,469.75	$ 280.00	$ 86,520.00	$ 250.00	$ 77,250.00
21	0462-6003	CONC BOX CULV (4 FT X 2 FT)	25	LF	$ 331.50	$ 8,287.50	$ 420.00	$ 10,500.00	$ 197.15	$ 4,928.75	$ 310.00	$ 7,750.00	$ 275.00	$ 6,875.00
22	0462-6004	CONC BOX CULV (4 FT X 3 FT)	92	LF	$ 344.00	$ 31,648.00	$ 460.00	$ 42,320.00	$ 239.50	$ 22,034.00	$ 365.00	$ 33,580.00	$ 300.00	$ 27,600.00
23	0462-6007	CONC BOX CULV (5 FT X 3 FT)	548	LF	$ 366.00	$ 200,568.00	$ 500.00	$ 274,000.00	$ 271.00	$ 148,508.00	$ 465.00	$ 254,820.00	$ 350.00	$ 191,800.00
24	0464-6003	RC PIPE (CL III)(18 IN)	2230	LF	$ 63.00	$ 140,490.00	$ 46.00	$ 102,580.00	$ 68.55	$ 152,866.50	$ 86.00	$ 191,780.00	$ 65.00	$ 144,950.00
25	0464-6005	RC PIPE (CL III)(24 IN)	2993	LF	$ 89.50	$ 267,873.50	$ 80.00	$ 239,440.00	$ 77.00	$ 230,461.00	$ 104.00	$ 311,272.00	$ 75.00	$ 224,475.00
26	0464-6007	RC PIPE (CL III)(30 IN)	1225	LF	$ 110.00	$ 134,750.00	$ 90.00	$ 110,250.00	$ 90.95	$ 111,413.75	$ 152.00	$ 186,200.00	$ 115.00	$ 140,875.00
27	0464-6008	RC PIPE (CL III)(36 IN)	1584	LF	$ 125.00	$ 198,000.00	$ 125.00	$ 198,000.00	$ 111.25	$ 176,220.00	$ 198.00	$ 313,632.00	$ 175.00	$ 277,200.00
28	0465-6002	MANH (COMPL)(PRM)(48IN)	2	EA	$ 4,500.00	$ 9,000.00	$ 4,200.00	$ 8,400.00	$ 2,537.00	$ 5,074.00	$ 3,300.00	$ 6,600.00	$ 5,000.00	$ 10,000.00
29	0465-6003	MANH (COMPL)(PRM)(60IN)	4	EA	$ 4,887.00	$ 19,548.00	$ 5,400.00	$ 21,600.00	$ 4,057.50	$ 16,230.00	$ 4,900.00	$ 19,600.00	$ 6,000.00	$ 24,000.00
30	0465-6004	MANH (COMPL)(PRM)(72IN)	11	EA	$ 6,010.50	$ 66,115.50	$ 7,400.00	$ 81,400.00	$ 5,635.75	$ 61,993.25	$ 6,900.00	$ 75,900.00	$ 7,500.00	$ 82,500.00
31	0465-6014	INLET (COMPL)(PCO)(3FT)(LEFT)	2	EA	$ 4,320.50	$ 8,641.00	$ 4,200.00	$ 8,400.00	$ 3,013.25	$ 6,026.50	$ 4,400.00	$ 8,800.00	$ 5,000.00	$ 10,000.00
32	0465-6074	INLET (COMPL)(PSL)(RC)(5FTX5FT)	2	EA	$ 4,839.50	$ 9,679.00	$ 5,600.00	$ 11,200.00	$ 5,537.00	$ 11,074.00	$ 5,800.00	$ 11,600.00	$ 6,000.00	$ 12,000.00
33	0465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	41	EA	$ 3,620.50	$ 148,440.50	$ 3,800.00	$ 155,800.00	$ 3,572.00	$ 146,452.00	$ 4,300.00	$ 176,300.00	$ 4,000.00	$ 164,000.00
34	0465-6127	INLET (COMPL)(PSL)(FG)(4FTX4FT-3FTX3FT)	10	EA	$ 5,275.00	$ 52,750.00	$ 4,400.00	$ 44,000.00	$ 4,616.25	$ 46,162.50	$ 5,300.00	$ 53,000.00	$ 4,500.00	$ 45,000.00
35	0465-6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	11	EA	$ 4,093.00	$ 45,023.00	$ 4,600.00	$ 50,600.00	$ 4,962.00	$ 54,582.00	$ 5,300.00	$ 58,300.00	$ 5,000.00	$ 55,000.00
36	0465-6130	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX5FT)	2	EA	$ 5,196.50	$ 10,393.00	$ 5,600.00	$ 11,200.00	$ 5,445.50	$ 10,891.00	$ 5,700.00	$ 11,400.00	$ 5,500.00	$ 11,000.00
37	0465-6137	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX3FT)	1	EA	$ 6,240.00	$ 6,240.00	$ 6,000.00	$ 6,000.00		$ -	$ 7,700.00	$ 7,700.00	$ 6,000.00	$ 6,000.00
38	0465-6140	INLET (COMPL)(PSL)(FG)(6FTX6FT-3FTX3FT)	1	EA	$ 6,445.00	$ 6,445.00	$ 6,500.00	$ 6,500.00		$ -	$ 8,300.00	$ 8,300.00	$ 8,000.00	$ 8,000.00
39	0466-6112	HEADWALL (CH - PW - A - 0) (DES= 5)	2	EA	$ 7,350.00	$ 14,700.00	$ 3,800.00	$ 7,600.00	$ 8,172.00	$ 16,344.00	$ 20,000.00	$ 40,000.00	$ 10,000.00	$ 20,000.00
40	0466-6113	HEADWALL (CH - PW - A - 0) (DES= 6)	2	EA	$ 8,000.00	$ 16,000.00	$ 4,400.00	$ 8,800.00	$ 11,183.00	$ 22,366.00	$ 20,000.00	$ 40,000.00	$ 8,500.00	$ 17,000.00
41	0466-6180	WINGWALL (PW - 1) (HW=5 FT)	2	EA	$ 14,235.50	$ 28,471.00	$ 5,200.00	$ 10,400.00	$ 10,323.00	$ 20,646.00	$ 15,000.00	$ 30,000.00	$ 15,000.00	$ 30,000.00
42	0466-6181	WINGWALL (PW - 1) (HW=6 FT)	1	EA	$ 16,297.50	$ 16,297.50	$ 6,800.00	$ 6,800.00	$ 5,914.00	$ 5,914.00	$ 17,000.00	$ 17,000.00	$ 20,000.00	$ 20,000.00
43	0467-6357	SET (TY II) (18 IN) (RCP) (3: 1) (P)	1	EA	$ 1,051.50	$ 1,051.50	$ 2,400.00	$ 2,400.00	$ 987.00	$ 987.00	$ 1,400.00	$ 1,400.00	$ 1,250.00	$ 1,250.00
44	0467-6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	12	EA	$ 1,364.50	$ 16,374.00	$ 2,600.00	$ 31,200.00	$ 1,041.00	$ 12,492.00	$ 1,400.00	$ 16,800.00	$ 1,800.00	$ 21,600.00
45	0467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	13	EA	$ 1,695.00	$ 22,035.00	$ 3,000.00	$ 39,000.00	$ 1,095.00	$ 14,235.00	$ 1,600.00	$ 20,800.00	$ 2,200.00	$ 28,600.00
46	0467-6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	1	EA	$ 1,685.00	$ 1,685.00	$ 3,500.00	$ 3,500.00	$ 1,309.00	$ 1,309.00	$ 2,300.00	$ 2,300.00	$ 2,500.00	$ 2,500.00
47	0467-6391	SET (TY II) (24 IN) (RCP) (4: 1) (P)	5	EA	$ 2,102.50	$ 10,512.50	$ 3,500.00	$ 17,500.00	$ 1,309.00	$ 6,545.00	$ 2,500.00	$ 12,500.00	$ 3,000.00	$ 15,000.00
48	0496-6007	REMOV STR (PIPE)	679	LF	$ 22.00	$ 14,938.00	$ 14.00	$ 9,506.00	$ 38.50	$ 26,141.50	$ 16.00	$ 10,864.00	$ 20.00	$ 13,580.00
49	0496-6008	REMOV STR (BOX CULVERT)	34	LF	$ 96.00	$ 3,264.00	$ 105.00	$ 3,570.00	$ 119.75	$ 4,071.50	$ 150.00	$ 5,100.00	$ 100.00	$ 3,400.00
50	0496-6043	REMOV STR (SMALL FENCE)	178	LF	$ 3.50	$ 623.00	$ 8.00	$ 1,424.00	$ 40.75	$ 7,253.50	$ 6.00	$ 1,068.00	$ 10.00	$ 1,780.00
51	0500-WC01	MOBILIZATION	1	LS	$ 291,253.60	$ 291,253.60	$ 200,000.00	$ 200,000.00	$ 213,484.00	$ 213,484.00	$ 300,000.00	$ 300,000.00	$ 315,000.00	$ 315,000.00
52	0502-WC01	BARRICADES, SIGNS AND TRAFFIC HANDLING	20	MO	$ 5,112.00	$ 102,240.00	$ 3,200.00	$ 64,000.00	$ 2,150.55	$ 43,011.00	$ 5,000.00	$ 100,000.00	$ 5,000.00	$ 100,000.00
53	0506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	285	LF	$ 26.50	$ 7,552.50	$ 35.00	$ 9,975.00	$ 45.20	$ 12,882.00	$ 48.00	$ 13,680.00	$ 35.00	$ 9,975.00
54	0506-6011	ROCK FILTER DAMS (REMOVE)	285	LF	$ 9.50	$ 2,707.50	$ 15.00	$ 4,275.00	$ 8.65	$ 2,465.25	$ 9.00	$ 2,565.00	$ 10.00	$ 2,850.00
55	0506-6034	CONSTRUCTION PERIMETER FENCE	858	LF	$ 4.00	$ 3,432.00	$ 8.00	$ 6,864.00	$ 3.00	$ 2,574.00	$ 5.00	$ 4,290.00	$ 3.00	$ 2,574.00
56	0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	545	LF	$ 3.00	$ 1,635.00	$ 3.00	$ 1,635.00	$ 2.25	$ 1,226.25	$ 3.00	$ 1,635.00	$ 2.00	$ 1,090.00
57	0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	545	LF	$ 1.00	$ 545.00	$ 1.00	$ 545.00	$ 0.55	$ 299.75	$ 0.75	$ 408.75	$ 1.00	$ 545.00
58	0506-6040	BIODEG EROSN CONT LOGS (INSTL) (8")	5436	LF	$ 3.00	$ 16,308.00	$ 8.00	$ 43,488.00	$ 7.50	$ 40,770.00	$ 5.00	$ 27,180.00	$ 4.00	$ 21,744.00
59	0506-6043	BIODEG EROSN CONT LOGS (REMOVE)	5436	LF	$ 2.00	$ 10,872.00	$ 2.00	$ 10,872.00	$ 1.25	$ 6,795.00	$ 1.00	$ 5,436.00	$ 2.00	$ 10,872.00
60	0529-6002	CONC CURB (TY II)	42	LF	$ 16.00	$ 672.00	$ 22.00	$ 924.00	$ 44.25	$ 1,858.50	$ 100.00	$ 4,200.00	$ 50.00	$ 2,100.00
61	0529-6008	CONC CURB & GUTTER (TY II)	47	LF	$ 17.00	$ 799.00	$ 22.00	$ 1,034.00	$ 44.25	$ 2,079.75	$ 100.00	$ 4,700.00	$ 50.00	$ 2,350.00

Williamson County Road Bond Program
3866 - Forest North Phase 3
April 28, 2020

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Construction		JKB Construction		MA Smith Contracting		Patin Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
62	0530-6004	DRIVEWAYS (CONC)	2049	SY	$ 75.00	$ 153,675.00	$ 105.00	$ 215,145.00	$ 73.00	$ 149,577.00	$ 100.00	$ 204,900.00	$ 75.00	$ 153,675.00
63	0530-6005	DRIVEWAYS (ACP)	136	SY	$ 41.50	$ 5,644.00	$ 135.00	$ 18,360.00	$ 66.25	$ 9,010.00	$ 95.00	$ 12,920.00	$ 40.00	$ 5,440.00
64	0531-6001	CONC SIDEWALKS (4")	298	SY	$ 43.00	$ 12,814.00	$ 60.00	$ 17,880.00	$ 43.00	$ 12,814.00	$ 58.00	$ 17,284.00	$ 45.00	$ 13,410.00
65	0531-6010	CURB RAMPS (TY 7)	4	EA	$ 1,243.00	$ 4,972.00	$ 3,200.00	$ 12,800.00	$ 1,075.00	$ 4,300.00	$ 1,700.00	$ 6,800.00	$ 1,500.00	$ 6,000.00
66	0560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	19	EA	$ 212.50	$ 4,037.50	$ 400.00	$ 7,600.00	$ 236.50	$ 4,493.50	$ 300.00	$ 5,700.00	$ 500.00	$ 9,500.00
67	0644-6071	RELOCATE SM RD SN SUP&AM TY TWT	14	EA	$ 333.00	$ 4,662.00	$ 650.00	$ 9,100.00	$ 645.25	$ 9,033.50	$ 325.00	$ 4,550.00	$ 400.00	$ 5,600.00
68	0752-6005	TREE REMOVAL (4" - 12" DIA)	10	EA	$ 427.50	$ 4,275.00	$ 600.00	$ 6,000.00	$ 201.00	$ 2,010.00	$ 500.00	$ 5,000.00	$ 500.00	$ 5,000.00
69	0752-6006	TREE REMOVAL (12" - 18" DIA)	9	EA	$ 725.00	$ 6,525.00	$ 1,000.00	$ 9,000.00	$ 360.00	$ 3,240.00	$ 600.00	$ 5,400.00	$ 1,000.00	$ 9,000.00
70	0752-6007	TREE REMOVAL (18" - 24" DIA)	3	EA	$ 1,081.50	$ 3,244.50	$ 1,400.00	$ 4,200.00	$ 630.00	$ 1,890.00	$ 900.00	$ 2,700.00	$ 1,500.00	$ 4,500.00
71	0752-6009	TREE REMOVAL (30" - 36" DIA)	1	EA	$ 1,725.00	$ 1,725.00	$ 2,200.00	$ 2,200.00	$ 2,011.00	$ 2,011.00	$ 1,800.00	$ 1,800.00	$ 2,000.00	$ 2,000.00
72	0760-6001	DITCH CLEANING AND RESHAPING (FOOT)	470	LF	$ 2.00	$ 940.00	$ 12.00	$ 5,640.00	$ 24.10	$ 11,327.00	$ 20.00	$ 9,400.00	$ 10.00	$ 4,700.00
73	1004-6002	TREE PROTECTION	6	AC	$ 2,578.00	$ 14,694.60	$ 1,700.00	$ 9,690.00	$ 1,075.00	$ 6,127.50	$ 3,800.00	$ 21,660.00	$ 5,000.00	$ 28,500.00
74	701S-E	WOOD FENCE	808	LF	$ 25.00	$ 20,200.00	$ 28.00	$ 22,624.00	$ 43.00	$ 34,744.00	$ 43.00	$ 34,744.00	$ 50.00	$ 40,400.00
75	701S-T	TEMPORARY FENCE, 6 FEET HIGH, CHAIN LINK	1403	LF	$ 8.00	$ 11,224.00	$ 8.00	$ 11,224.00	$ 14.75	$ 20,694.25	$ 4.50	$ 6,313.50	$ 25.00	$ 35,075.00
76	701S-H	SECURITY FENCE, 6 FT HIGH, TYPE WROUGHT IRON	82	LF	$ 40.00	$ 3,280.00	$ 75.00	$ 6,150.00	$ 91.25	$ 7,482.50	$ 100.00	$ 8,200.00	$ 100.00	$ 8,200.00
77	WC9007	IRRIGATION SYSTEM CAPPING	33	EA	$ 475.00	$ 15,675.00	$ 125.00	$ 4,125.00	$ 10.75	$ 354.75	$ 300.00	$ 9,900.00	$ 100.00	$ 3,300.00
78	509S-1	Trench Excavation Safety Protection Systems (All Depths)	17045	LF	$ 1.00	$ 17,045.00	$ 2.00	$ 34,090.00	$ 1.25	$ 21,306.25	$ 1.00	$ 17,045.00	$ 3.00	$ 51,135.00
79	510-AW6-Dia	Pipe, 6" Diameter, DI CL 350 (All Depths) With Restrained Joints Includes Excavation and Backfill	787	LF	$ 100.00	$ 78,700.00	$ 85.00	$ 66,895.00	$ 135.00	$ 106,245.00	$ 90.00	$ 70,830.00	$ 130.00	$ 102,310.00
80	510-AW8-Dia	Pipe, 8" Diameter, DI CL 350 (All Depths) With Restrained Joints Includes Excavation and Backfill	8235	LF	$ 140.00	$ 1,152,900.00	$ 80.00	$ 658,800.00	$ 143.00	$ 1,177,605.00	$ 112.00	$ 922,320.00	$ 150.00	$ 1,235,250.00
81	510-BW-2X2 Dia	Connecting New 2" Single HDPE Service to Existing Private Service, Complete and In Place	9	EA	$ 2,200.00	$ 19,800.00	$ 1,500.00	$ 13,500.00	$ 3,446.25	$ 31,016.25	$ 2,900.00	$ 26,100.00	$ 1,300.00	$ 11,700.00
82	510-BW-2X2 Dia	Connecting New 2" Double HDPE Service to Existing Private Service, Complete and In Place	60	EA	$ 2,500.00	$ 150,000.00	$ 1,750.00	$ 105,000.00	$ 3,712.50	$ 222,750.00	$ 2,800.00	$ 168,000.00	$ 1,500.00	$ 90,000.00
83	510-JR:6"x6" Dia.	Wet Connections, 6" Dia. X 6" Dia	3	EA	$ 2,000.00	$ 6,000.00	$ 3,200.00	$ 9,600.00	$ 2,007.00	$ 6,021.00	$ 3,000.00	$ 9,000.00	$ 5,000.00	$ 15,000.00
84	510-KWW	Ductile Iron Fittings	6	TON	$ 4,979.86	$ 29,879.16	$ 8,000.00	$ 48,000.00	$ 8,026.00	$ 48,156.00	$ 7,000.00	$ 42,000.00	$ 10,000.00	$ 60,000.00
85	511S-A6	Valves, Gate, 6" Diameter	15	EA	$ 1,000.00	$ 15,000.00	$ 1,200.00	$ 18,000.00	$ 1,122.00	$ 16,830.00	$ 1,400.00	$ 21,000.00	$ 3,000.00	$ 45,000.00
86	511S-A8	Valves, Gate, 8" Diameter	27	EA	$ 1,500.00	$ 40,500.00	$ 1,400.00	$ 37,800.00	$ 1,437.00	$ 38,799.00	$ 1,800.00	$ 48,600.00	$ 5,000.00	$ 135,000.00
87	511S-B	Fire Hydrant (See Standard 511S-17)	13	EA	$ 4,000.00	$ 52,000.00	$ 4,400.00	$ 57,200.00	$ 4,027.00	$ 52,351.00	$ 3,900.00	$ 50,700.00	$ 6,500.00	$ 84,500.00
88	511S-B	Remove Fire Hydrant (See Standard 511S-17)	9	EA	$ 1,000.00	$ 9,000.00	$ 2,000.00	$ 18,000.00	$ 815.25	$ 7,337.25	$ 1,000.00	$ 9,000.00	$ 2,500.00	$ 22,500.00
89	510-JW-AC 8" x 8"	AC Pipe Connections, 8" Dia. x 8" Dia.	12	EA	$ 1,875.00	$ 22,500.00	$ 4,000.00	$ 48,000.00	$ 1,185.75	$ 14,229.00	$ 3,100.00	$ 37,200.00	$ 10,000.00	$ 120,000.00
90	510-JW-AC 6" x 6"	AC Pipe Connections, 6" Dia. x 6" Dia.	24	EA	$ 1,000.00	$ 24,000.00	$ 3,500.00	$ 84,000.00	$ 1,106.00	$ 26,544.00	$ 3,000.00	$ 72,000.00	$ 10,000.00	$ 240,000.00
91	510-BW-2x2-Dia.	Relocating Existing 2” Single Service as New 2” Single Service, and Connecting New 2” Single HDPE Service to Existing Private Service, Complete and In Place; Relocation and New Connection shall include the cost of private side plumbing coordination and labor for connection to new meter location, driveway trench repair, licensed plumber mobilization and relocation, permit and inspection fees, and all other incidentals necessary to complete the connection to the new meter locations.	2	EA	$ 3,000.00	$ 6,000.00	$ 10,000.00	$ 20,000.00	$ 4,189.00	$ 8,378.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 20,000.00
92	510-BW-2x2-Dia.	Relocating Existing 2” Double Service as New 2” Single Service, and Connecting New 2” Single HDPE Services to Existing Private Service, Complete and In Place; Relocation and New Connection shall include the cost of private side plumbing coordination and labor for connection to new meter location, driveway trench repair, licensed plumber mobilization and relocation, permit and inspection fees, and all other incidentals necessary to complete the connection to the new meter locations.	10	EA	$ 3,000.00	$ 30,000.00	$ 12,000.00	$ 120,000.00	$ 4,620.00	$ 46,200.00	$ 5,000.00	$ 50,000.00	$ 10,000.00	$ 100,000.00
93	510-AW-6"-Dia	Removing Pipe, 6" Diameter, DI Pipe; Pipe Removal shall include the cost of trench and pavement repairs, Complete and in place; Removal of valves considered subsidiary to cost of pipe removal	216	LF	$ 60.00	$ 12,960.00	$ 95.00	$ 20,520.00	$ 28.50	$ 6,156.00	$ 35.00	$ 7,560.00	$ 150.00	$ 32,400.00
94	1900-W6Dia	Removing Pipe, 6" Diameter, AC Pipe - For Removal at Storm Crossings, Required Restrained Joints, to Existing Couplings, and Other Areas Specified on Plans; Pipe Removal shall include the cost of trench and pavement repairs, Complete and in place; Removal of valves considered subsidiary to cost of pipe removal	3656	LF	$ 70.00	$ 255,920.00	$ 50.00	$ 182,800.00	$ 97.75	$ 357,374.00	$ 62.00	$ 226,672.00	$ 53.00	$ 193,768.00

Williamson County Road Bond Program
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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Construction		JKB Construction		MA Smith Contracting		Patin Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
95	1900-W8Dia	Removing Pipe, 8" Diameter, AC Pipe - For Removal at Storm Crossings, Required Restrained Joints, to Existing Couplings, and Other Areas Specified on Plans; Pipe Removal shall include the cost of trench and pavement repairs, Complete and in place; Removal of valves considered subsidiary to cost of pipe removal	4137	LF	$ 93.00	$ 384,741.00	$ 46.00	$ 190,302.00	$ 97.75	$ 404,391.75	$ 65.00	$ 268,905.00	$ 53.00	$ 219,261.00
96	501S-8	Jacking or Boring 8" Pipe, DI CL 350, Complete in place	32	LF	$ 200.00	$ 6,400.00	$ 450.00	$ 14,400.00	$ 328.00	$ 10,496.00	$ 850.00	$ 27,200.00	$ 1,200.00	$ 38,400.00
97	501S-18	Jacking or Boring 18" Pipe, Steel, 3/8", Complete in place	27	LF	$ 400.00	$ 10,800.00	$ 580.00	$ 15,660.00	$ 367.00	$ 9,909.00	$ 675.00	$ 18,225.00	$ 1,300.00	$ 35,100.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

98	341-WC02	FORCE ACCOUNT	25,000	DOL	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 5,552,935.86**		**$ 4,793,058.15**		* **$ 5,371,015.50**		**$ 5,774,252.05**		**$ 6,352,111.00**
		ACTUAL BID PROPOSAL				$5,552,935.86		$4,793,058.15		$5,371,015.50		$5,774,252.05		$6,352,111.00
		ADJUSTMENT DIFFERENCE				$ -		$ -		$ -		$ -		$ -
		Bid Bond						Y		Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y

*JKB Construction's bid was submitted using incorrect bid form, missing unit prices for bid items 36 and 37. A correct bid cannot be determined and this bid is considered non-responsive.

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Austin Underground		Cash Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	0100-6002	PREPARING ROW	127	STA	$ 460.00	$ 58,420.00	$ 1,100.00	$ 139,700.00
2	0110-6002	EXCAVATION (CHANNEL)	1750	CY	$ 35.00	$ 61,250.00	$ 28.00	$ 49,000.00
3	0132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	535	CY	$ 20.00	$ 10,700.00	$ 9.00	$ 4,815.00
4	0160-WC01	FURNISHING AND PLACING TOPSOIL (4")	23413	SY	$ 6.00	$ 140,478.00	$ 3.00	$ 70,239.00
5	0162-6002	BLOCK SODDING	4960	SY	$ 6.00	$ 29,760.00	$ 6.00	$ 29,760.00
6	0164-WC05	SEEDING FOR EROSION CONTROL (TY 5) (PERM)	23413	SY	$ 1.25	$ 29,266.25	$ 0.80	$ 18,730.40
7	0164-WC10	SEEDING FOR EROSION CONTROL (TY 10) (TEMP)	11711	SY	$ 1.00	$ 11,711.00	$ 0.80	$ 9,368.80
8	0168-WC01	VEGETATIVE WATERING	593	MG	$ 30.00	$ 17,790.00	$ 33.00	$ 19,569.00
9	0169-6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	23413	SY	$ 2.00	$ 46,826.00	$ 2.80	$ 65,556.40
10	0400-6006	CUT & RESTORING PAV	1504	SY	$ 85.00	$ 127,840.00	$ 250.00	$ 376,000.00
11	0401-6001	FLOWABLE BACKFILL	65	CY	$ 230.00	$ 14,950.00	$ 215.00	$ 13,975.00
12	0402-6001	TRENCH EXCAVATION PROTECTION	4598	LF	$ 3.00	$ 13,794.00	$ 1.00	$ 4,598.00
13	0432-6002	RIPRAP (CONC)(5 IN)	53	CY	$ 400.00	$ 21,200.00	$ 1,220.00	$ 64,660.00
14	0432-6030	RIPRAP (STONE COMMON)(GROUT)(12 IN)	3	CY	$ 700.00	$ 2,100.00	$ 280.00	$ 840.00
15	0432-6033	RIPRAP (STONE PROTECTION)(18 IN)	93.0	CY	$ 200.00	$ 18,600.00	$ 140.00	$ 13,020.00
16	0432-6044	RIPRAP (CONC)(FLUME)	49	CY	$ 530.00	$ 25,970.00	$ 750.00	$ 36,750.00
17	0450-6052	RAIL (HANDRAIL)(TY F)	54	LF	$ 210.00	$ 11,340.00	$ 140.00	$ 7,560.00
18	0460-6012	CMP AR (GAL STL DES 5)	32	LF	$ 160.00	$ 5,120.00	$ 133.00	$ 4,256.00
19	0460-6013	CMP AR (GAL STL DES 6)	24	LF	$ 210.00	$ 5,040.00	$ 150.00	$ 3,600.00
20	0462-6001	CONC BOX CULV (3 FT X 2 FT)	309	LF	$ 410.00	$ 126,690.00	$ 342.00	$ 105,678.00
21	0462-6003	CONC BOX CULV (4 FT X 2 FT)	25	LF	$ 450.00	$ 11,250.00	$ 375.00	$ 9,375.00
22	0462-6004	CONC BOX CULV (4 FT X 3 FT)	92	LF	$ 500.00	$ 46,000.00	$ 402.00	$ 36,984.00
23	0462-6007	CONC BOX CULV (5 FT X 3 FT)	548	LF	$ 590.00	$ 323,320.00	$ 480.00	$ 263,040.00
24	0464-6003	RC PIPE (CL III)(18 IN)	2230	LF	$ 160.00	$ 356,800.00	$ 118.00	$ 263,140.00
25	0464-6005	RC PIPE (CL III)(24 IN)	2993	LF	$ 175.00	$ 523,775.00	$ 145.00	$ 433,985.00
26	0464-6007	RC PIPE (CL III)(30 IN)	1225	LF	$ 195.00	$ 238,875.00	$ 195.00	$ 238,875.00
27	0464-6008	RC PIPE (CL III)(36 IN)	1584	LF	$ 245.00	$ 388,080.00	$ 240.00	$ 380,160.00
28	0465-6002	MANH (COMPL)(PRM)(48IN)	2	EA	$ 5,000.00	$ 10,000.00	$ 4,900.00	$ 9,800.00
29	0465-6003	MANH (COMPL)(PRM)(60IN)	4	EA	$ 5,500.00	$ 22,000.00	$ 6,400.00	$ 25,600.00
30	0465-6004	MANH (COMPL)(PRM)(72IN)	11	EA	$ 8,500.00	$ 93,500.00	$ 8,200.00	$ 90,200.00
31	0465-6014	INLET (COMPL)(PCO)(3FT)(LEFT)	2	EA	$ 5,500.00	$ 11,000.00	$ 5,800.00	$ 11,600.00
32	0465-6074	INLET (COMPL)(PSL)(RC)(5FTX5FT)	2	EA	$ 6,500.00	$ 13,000.00	$ 7,200.00	$ 14,400.00
33	0465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	41	EA	$ 4,200.00	$ 172,200.00	$ 5,300.00	$ 217,300.00
34	0465-6127	INLET (COMPL)(PSL)(FG)(4FTX4FT-3FTX3FT)	10	EA	$ 5,500.00	$ 55,000.00	$ 6,400.00	$ 64,000.00
35	0465-6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	11	EA	$ 5,000.00	$ 55,000.00	$ 6,400.00	$ 70,400.00
36	0465-6130	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX5FT)	2	EA	$ 5,600.00	$ 11,200.00	$ 6,800.00	$ 13,600.00
37	0465-6137	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX3FT)	1	EA	$ 7,300.00	$ 7,300.00	$ 7,000.00	$ 7,000.00
38	0465-6140	INLET (COMPL)(PSL)(FG)(6FTX6FT-3FTX3FT)	1	EA	$ 7,800.00	$ 7,800.00	$ 7,200.00	$ 7,200.00
39	0466-6112	HEADWALL (CH - PW - A - 0) (DES= 5)	2	EA	$ 20,000.00	$ 40,000.00	$ 20,000.00	$ 40,000.00
40	0466-6113	HEADWALL (CH - PW - A - 0) (DES= 6)	2	EA	$ 20,000.00	$ 40,000.00	$ 30,000.00	$ 60,000.00
41	0466-6180	WINGWALL (PW - 1) (HW=5 FT)	2	EA	$ 12,000.00	$ 24,000.00	$ 6,200.00	$ 12,400.00
42	0466-6181	WINGWALL (PW - 1) (HW=6 FT)	1	EA	$ 15,000.00	$ 15,000.00	$ 5,400.00	$ 5,400.00
43	0467-6357	SET (TY II) (18 IN) (RCP) (3: 1) (P)	1	EA	$ 1,200.00	$ 1,200.00	$ 1,500.00	$ 1,500.00
44	0467-6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	12	EA	$ 1,250.00	$ 15,000.00	$ 1,700.00	$ 20,400.00
45	0467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	13	EA	$ 1,650.00	$ 21,450.00	$ 2,500.00	$ 32,500.00
46	0467-6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	1	EA	$ 2,000.00	$ 2,000.00	$ 2,550.00	$ 2,550.00
47	0467-6391	SET (TY II) (24 IN) (RCP) (4: 1) (P)	5	EA	$ 2,250.00	$ 11,250.00	$ 3,200.00	$ 16,000.00
48	0496-6007	REMOV STR (PIPE)	679	LF	$ 45.00	$ 30,555.00	$ 58.00	$ 39,382.00
49	0496-6008	REMOV STR (BOX CULVERT)	34	LF	$ 110.00	$ 3,740.00	$ 150.00	$ 5,100.00
50	0496-6043	REMOV STR (SMALL FENCE)	178	LF	$ 35.00	$ 6,230.00	$ 7.00	$ 1,246.00
51	0500-WC01	MOBILIZATION	1	LS	$ 260,000.00	$ 260,000.00	$ 150,000.00	$ 150,000.00
52	0502-WC01	BARRICADES, SIGNS AND TRAFFIC HANDLING	20	MO	$ 3,000.00	$ 60,000.00	$ 30,000.00	$ 600,000.00
53	0506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	285	LF	$ 45.00	$ 12,825.00	$ 30.00	$ 8,550.00
54	0506-6011	ROCK FILTER DAMS (REMOVE)	285	LF	$ 9.00	$ 2,565.00	$ 1.00	$ 285.00
55	0506-6034	CONSTRUCTION PERIMETER FENCE	858	LF	$ 3.00	$ 2,574.00	$ 7.00	$ 6,006.00
56	0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	545	LF	$ 2.50	$ 1,362.50	$ 2.50	$ 1,362.50
57	0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	545	LF	$ 0.75	$ 408.75	$ 0.20	$ 109.00
58	0506-6040	BIODEG EROSN CONT LOGS (INSTL) (8")	5436	LF	$ 8.00	$ 43,488.00	$ 5.00	$ 27,180.00
59	0506-6043	BIODEG EROSN CONT LOGS (REMOVE)	5436	LF	$ 1.25	$ 6,795.00	$ 0.20	$ 1,087.20
60	0529-6002	CONC CURB (TY II)	42	LF	$ 100.00	$ 4,200.00	$ 60.00	$ 2,520.00
61	0529-6008	CONC CURB & GUTTER (TY II)	47	LF	$ 100.00	$ 4,700.00	$ 61.00	$ 2,867.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Austin Underground		Cash Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
62	0530-6004	DRIVEWAYS (CONC)	2049	SY	$ 150.00	$ 307,350.00	$ 110.00	$ 225,390.00
63	0530-6005	DRIVEWAYS (ACP)	136	SY	$ 90.00	$ 12,240.00	$ 240.00	$ 32,640.00
64	0531-6001	CONC SIDEWALKS (4")	298	SY	$ 140.00	$ 41,720.00	$ 90.00	$ 26,820.00
65	0531-6010	CURB RAMPS (TY 7)	4	EA	$ 2,500.00	$ 10,000.00	$ 1,200.00	$ 4,800.00
66	0560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	19	EA	$ 160.00	$ 3,040.00	$ 120.00	$ 2,280.00
67	0644-6071	RELOCATE SM RD SN SUP&AM TY TWT	14	EA	$ 400.00	$ 5,600.00	$ 300.00	$ 4,200.00
68	0752-6005	TREE REMOVAL (4" - 12" DIA)	10	EA	$ 400.00	$ 4,000.00	$ 250.00	$ 2,500.00
69	0752-6006	TREE REMOVAL (12" - 18" DIA)	9	EA	$ 600.00	$ 5,400.00	$ 300.00	$ 2,700.00
70	0752-6007	TREE REMOVAL (18" - 24" DIA)	3	EA	$ 825.00	$ 2,475.00	$ 400.00	$ 1,200.00
71	0752-6009	TREE REMOVAL (30" - 36" DIA)	1	EA	$ 1,050.00	$ 1,050.00	$ 750.70	$ 750.70
72	0760-6001	DITCH CLEANING AND RESHAPING (FOOT)	470	LF	$ 25.00	$ 11,750.00	$ 8.00	$ 3,760.00
73	1004-6002	TREE PROTECTION	6	AC	$ 1,200.00	$ 6,840.00	$ 2,600.00	$ 14,820.00
74	701S-E	WOOD FENCE	808	LF	$ 35.00	$ 28,280.00	$ 30.00	$ 24,240.00
75	701S-T	TEMPORARY FENCE, 6 FEET HIGH, CHAIN LINK	1403	LF	$ 12.00	$ 16,836.00	$ 4.00	$ 5,612.00
76	701S-H	SECURITY FENCE, 6 FT HIGH, TYPE WROUGHT IRON	82	LF	$ 65.00	$ 5,330.00	$ 180.00	$ 14,760.00
77	WC9007	IRRIGATION SYSTEM CAPPING	33	EA	$ 12.00	$ 396.00	$ 100.00	$ 3,300.00
78	509S-1	Trench Excavation Safety Protection Systems (All Depths)	17045	LF	$ 3.00	$ 51,135.00	$ 1.00	$ 17,045.00
79	510-AW6-Dia	Pipe, 6" Diameter, DI CL 350 (All Depths) With Restrained Joints Includes Excavation and Backfill	787	LF	$ 140.00	$ 110,180.00	$ 195.00	$ 153,465.00
80	510-AW8-Dia	Pipe, 8" Diameter, DI CL 350 (All Depths) With Restrained Joints Includes Excavation and Backfill	8235	LF	$ 155.00	$ 1,276,425.00	$ 200.00	$ 1,647,000.00
81	510-BW-2X2 Dia	Connecting New 2" Single HDPE Service to Existing Private Service, Complete and In Place	9	EA	$ 2,200.00	$ 19,800.00	$ 3,500.00	$ 31,500.00
82	510-BW-2X2 Dia	Connecting New 2" Double HDPE Service to Existing Private Service, Complete and In Place	60	EA	$ 2,500.00	$ 150,000.00	$ 4,200.00	$ 252,000.00
83	510-JR:6"x6" Dia.	Wet Connections, 6" Dia. X 6" Dia	3	EA	$ 2,600.00	$ 7,800.00	$ 2,600.00	$ 7,800.00
84	510-KWW	Ductile Iron Fittings	6	TON	$ 5,000.00	$ 30,000.00	$ 8,300.00	$ 49,800.00
85	511S-A6	Valves, Gate, 6" Diameter	15	EA	$ 1,700.00	$ 25,500.00	$ 1,500.00	$ 22,500.00
86	511S-A8	Valves, Gate, 8" Diameter	27	EA	$ 2,200.00	$ 59,400.00	$ 1,900.00	$ 51,300.00
87	511S-B	Fire Hydrant (See Standard 511S-17)	13	EA	$ 5,200.00	$ 67,600.00	$ 4,600.00	$ 59,800.00
88	511S-B	Remove Fire Hydrant (See Standard 511S-17)	9	EA	$ 780.00	$ 7,020.00	$ 1,500.00	$ 13,500.00
89	510-JW-AC 8" x 8"	AC Pipe Connections, 8" Dia. x 8" Dia.	12	EA	$ 3,900.00	$ 46,800.00	$ 480.00	$ 5,760.00
90	510-JW-AC 6" x 6"	AC Pipe Connections, 6" Dia. x 6" Dia.	24	EA	$ 3,700.00	$ 88,800.00	$ 440.00	$ 10,560.00
91	510-BW-2x2-Dia.	Relocating Existing 2” Single Service as New 2” Single Service, and Connecting New 2” Single HDPE Service to Existing Private Service, Complete and In Place; Relocation and New Connection shall include the cost of private side plumbing coordination and labor for connection to new meter location, driveway trench repair, licensed plumber mobilization and relocation, permit and inspection fees, and all other incidentals necessary to complete the connection to the new meter locations.	2	EA	$ 3,800.00	$ 7,600.00	$ 8,000.00	$ 16,000.00
92	510-BW-2x2-Dia.	Relocating Existing 2” Double Service as New 2” Single Service, and Connecting New 2” Single HDPE Services to Existing Private Service, Complete and In Place; Relocation and New Connection shall include the cost of private side plumbing coordination and labor for connection to new meter location, driveway trench repair, licensed plumber mobilization and relocation, permit and inspection fees, and all other incidentals necessary to complete the connection to the new meter locations.	10	EA	$ 3,700.00	$ 37,000.00	$ 9,000.00	$ 90,000.00
93	510-AW-6"-Dia	Removing Pipe, 6" Diameter, DI Pipe; Pipe Removal shall include the cost of trench and pavement repairs, Complete and in place; Removal of valves considered subsidiary to cost of pipe removal	216	LF	$ 35.00	$ 7,560.00	$ 94.00	$ 20,304.00
94	1900-W6Dia	Removing Pipe, 6" Diameter, AC Pipe - For Removal at Storm Crossings, Required Restrained Joints, to Existing Couplings, and Other Areas Specified on Plans; Pipe Removal shall include the cost of trench and pavement repairs, Complete and in place; Removal of valves considered subsidiary to cost of pipe removal	3656	LF	$ 55.00	$ 201,080.00	$ 110.00	$ 402,160.00

Williamson County Road Bond Program
3866 - Forest North Phase 3
April 28, 2020

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Austin Underground		Cash Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
95	1900-W8Dia	Removing Pipe, 8" Diameter, AC Pipe - For Removal at Storm Crossings, Required Restrained Joints, to Existing Couplings, and Other Areas Specified on Plans; Pipe Removal shall include the cost of trench and pavement repairs, Complete and in place; Removal of valves considered subsidiary to cost of pipe removal	4137	LF	$ 60.00	$ 248,220.00	$ 110.00	$ 455,070.00
96	501S-8	Jacking or Boring 8" Pipe, DI CL 350, Complete in place	32	LF	$ 520.00	$ 16,640.00	$ 2,400.00	$ 76,800.00
97	501S-18	Jacking or Boring 18" Pipe, Steel, 3/8", Complete in place	27	LF	$ 1,100.00	$ 29,700.00	$ 2,600.00	$ 70,200.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

98	341-WC02	FORCE ACCOUNT	25,000	DOL	$1.00	$25,000.00	$1.00	$25,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 6,709,855.50**		**$ 8,078,116.00**
		ACTUAL BID PROPOSAL				$6,709,855.50		$8,078,116.00
		ADJUSTMENT DIFFERENCE				$ -		$ -
		Bid Bond				Y		Y
		Conflict of Interest Questionnaire				Y		Y
		Bidder References (Minimum of Three)				Y		Y

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING

1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
TBPE Firm #6535
P - 512.338.1704 F - 512.338.1784
kfriese.com

April 28, 2020

Hon. Judge Bill Gravell Jr.
County Judge
Williamson County, Texas
710 S. Main Street
Georgetown, Texas 78626

Re: Forest North Drainage Improvements (Phase III) – Recommendation of Award

Dear Judge Gravell:

On April 28th, 2020 bids were received and opened for the Forest North Residential Drainage Improvements – Phase III project. Six bids were received as shown in the attached detailed bid tabulation. A summary of the bids received are as follows:

1.	DeNucci Constructors, LLC	$4,793,058.15
2.	JKB Construction Company, LLC	$5,371,015.50
3.	MA Smith Contracting Co., Inc.	$5,774,252.05
4.	Patin Construction	$6,352,111.00
5.	Austin Underground, Inc.	$6,709,855.50
6.	Cash Construction Co., Inc.	$8,078,116.00

The bids were reviewed and no mathematical errors were found. Based on the bid tabulation, it is recommended that the contract be awarded to the lowest bidder, DeNucci Constructors, LLC in the amount of $4,793,058.15.

Should you have any questions, please feel free to contact me.

Sincerely,

Victoria M Ortega

Victoria M. Ortega, P.E.
Associate

Enclosures: Bid Tabulation

Commissioners Court - Regular Session **58.**

Meeting Date: 05/05/2020

M&S WA2 Street & Drainage Garden Park Subdivision

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $132,015.00 to expire December 31, 2021 under Williamson County Contract for Engineering Services between M&S Engineering and Williamson County dated March 24, 2020 for Engineering Design Services for Street and Drainage Improvements within the Garden Park Subdivision. Funding source: P491.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

M&S WA2 Street & Drainage Garden Park Subdivision

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2020 10:38 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 12:04 PM
Form Started By: Vicky Edwards		Started On: 04/30/2020 09:10 AM
Final Approval Date: 04/30/2020		

WORK AUTHORIZATION NO. 2

PROJECT: Engineering Design Services for Street and Drainage Improvements within the Garden Park Subdivision

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 24, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **M&S Engineering, LLC** (the "Engineer").

Part1. 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 **$132,015.00.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2021**. 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:

_____

By: Jerod Mott
Signature

Jerod Mott
Printed Name

Municipal Dept Manager
Title

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

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

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight.
- Topographic and R.O.W Surveys.
- Geotechnical Investigations; data and reports.
- ROW Documents and Drainage Reports.
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration and management.

Attachment B - Services to be Provided by Engineer
Services to be Provided by the Engineer

Project Location:
Design for the reconstruction of Green Pasture Drive (~3,428 LF), Spring Garden Drive (~3,206 LF), Hycrest Drive (~994 LF), and Harvest Drive (~698 LF) within the Garden Park Subdivision in Hutto, TX.

Task 1: Project Management

Attend Progress Review Meetings with County Road & Bridge department at 50%, 90% and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC.

Task 2: Topographic and R.O.W Surveys

To be provided by the County

Task 3: Preliminary Engineering

Conduct site visit and field reconnaissance to document existing conditions. Data collection including available as-builts. Review survey and geotechnical data provided by the County for completeness. Prepare 50% plan set including the sheets listed below. Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 10-yr, 25-yr and 100-yr.

Plan Sheets:

- Title Sheet
- Estimate & Quantity Sheet
- Typical Sections
- Traffic Control Plan
- Horizontal Alignment Data Sheet
- Roadway Plan & Profile Sheets
- Cross Sections (50' Interval and Driveways)
- Drainage Area Map
- Culvert Layouts

Specifications
Opinion of Probable Construction Cost
General Notes

Task 4: Geotechnical Investigations

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

To be provided by the County

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Revise 50% plan set based on review comments provided by County staff. Prepare 90% detailed design and PS&E for proposed improvements. Calculate ditch capacity and size driveway and cross culvert pipes.

Revise Plan Sheets per comments:

- Title Sheet
- Estimate & Quantity Sheet
- Typical Sections
- Traffic Control Plan
- Horizontal Alignment Data Sheet
- Roadway Plan & Profile Sheets
- Cross Sections (50' Interval and Driveways)
- Drainage Area Map
- Culvert Layouts

Additional Plan Sheets:

- Driveway Details
- Driveway Summary
- Miscellaneous Roadway Details
- Erosion Control Plan
- Standards

Specifications

Opinion of Probable Construction Cost

General Notes

Revise 90% plan set based on review comments provided by County staff. Submit 100% plan set with seals and signatures.

Task 9: Bidding Phase Services

Respond to Bidder's questions. Prepare Bid-Tabs for processing by Purchasing Department.

Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-built final drawings for the County based on construction red-lines provided by the County.

Deliverables:

50% Submittal:

- 1 paper copy of 11" *x* 17" Plan Sheets
- Specifications
- Opinion of Probable Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set

90% Submittal:

- 1 paper copy of 11" *x* 17" Plan Sheets
- Specifications
- Opinion of Probable Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set

Final Submittal:

- 1 paper copy of 11" x 17" Plan Sheets
- Specifications
- Opinion of Probable Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set
- Electronic copy of submittal documents in PDF format on CD

Attachment C - Work Schedule

Expected notice to proceed from Williamson County near July 1, 2020.

Notice to Proceed		July 3, 2020
50% Plans Submittal	10 weeks	September 11, 2020
50% Review Comments returned	2 weeks	September 25, 2020
90% Plans Submittal	8 weeks	November 20, 2021
90% Review Comments returned	2 weeks	December 4, 2020
100% Plans Submittal	4 weeks	December 31, 2020

Attachment D - Fee Schedule

Task 1 – Project Management	$26,130.00
Task 3 – Preliminary Engineering	$53,970.00
Task 8 – Final Engineering	$35,445.00
Task 9 – Bidding Phase Services	$3,990.00
Task 10 – Construction Phase Services	$12,480.00
Total	$132,015.00

WILLIAMSON COUNTY - SMALL MAINTENANCE PROJECTS
W.A. #2 - GARDEN PARK STREETS AND DRAINANGE IMPROVEMENTS

M&S Engineering, LLC
376 Landa Street
New Braunfels, Texas 78130
Office (830) 629-2988
FIRM F-1394

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP

		# of sheets	Project Manager	Professional Engineer	Engineer in Training	CAD Operator	Admin	Total Hours	Total Cost
			$ 180	$ 150	$ 120	$ 90	$ 75		
Task 1	**Project Management**								
	Project setup		4				2	6	$ 870
	Kickoff meeting		8					8	$ 1,440
	Coordination with suppliers		4					4	$ 720
	Progress review meetings		24	24				48	$ 7,920
	Monthly invoicing and reporting		40				20	60	$ 8,700
	QA/QC review		16	24				40	$ 6,480
	Task 1 Subtotal		96	48	0	0	22	166	**$ 26,130**
Task 3	**Preliminary Engineering**								
	Site visit		8	8	8			24	$ 3,600
	Review survey data and update to M&S format				16	16		32	$ 3,360
	Plans preparation								
	Title Sheet	1	1	1	2	4		8	$ 930
	Estimate & Quantities	1	2	8	8			18	$ 2,520
	Typical Sections & General Notes	1	1	1	2	4		8	$ 930
	Traffic Control Plan	4	2	16	16	24		58	$ 6,840
	Horizontal Alignment Data Sheet	1	1	1	2	2		6	$ 750
	Roadway Plan & Profile	37	4	8	40	56		108	$ 11,760
	Cross Sections (50' Intervals and Driveways)	41	8	16	32	48		104	$ 12,000
	Drainage Area Map	1	1	4	12	8		25	$ 2,940
	Culvert Layouts	8	4	12	16	24		56	$ 6,600
	Specifications & General Notes		2	4	4		4	14	$ 1,740
	Task 3 Subtotal		34	79	158	186	4	461	**$ 53,970**
Task 8	**Final Engineering**								
	Address review comments								
	Estimate & Quantities	1	2	8	16			26	$ 3,480
	Traffic Control Plan	4	1	1	2	2		6	$ 750
	Roadway Plan & Profile	37	1	8	16	16		41	$ 4,740
	Cross Sections (50' Intervals and Driveways)	41	4	12	24	24		64	$ 7,560
	Culvert Layouts	8	1	8	16	24		49	$ 5,460
	Plans preparation								
	Erosion Control Plan	20	1	4	16	24		45	$ 4,860

	Driveway Summary	3	2	4	16	8		30	$	3,600
	Driveway Details	1	1	1	1	4		7	$	810
	Miscellaneous Roadway Details	2	1	1	4	8		14	$	1,530
	Standard Detail Sheets	45	1	1	4	16		22	$	2,250
	Specifications & General Notes		1	1			1	3	$	405
	Task 8 Subtotal		16	49	115	126	1	307	**$**	**35,445**
Task 9	**Bidding Phase Services**									
	Respond to bidder questions		4	4	8	4	4	24	$	2,940
	Prepare Bid tabulation		2	2	2		2	8	$	1,050
	Task 9 Subtotal		6	6	10	4	6	32	**$**	**3,990**
Task 10	**Construction Phase Services**									
	Assemble final construction drawings		1	2	4	4		11	$	1,320
	Attend preconstruction meeting		8					8	$	1,440
	Review shop drawings		4	4	4		4	16	$	2,100
	Respond to contractor RFIs		4	8	16	8		36	$	4,560
	Prepare record drawings		2	2	8	16		28	$	3,060
	Task 10 Subtotal		19	16	32	28	4	99	**$**	**12,480**
	Project Total		171	198	315	344	37	1065	**$**	**132,015**

Commissioners Court - Regular Session **59.**

Meeting Date: 05/05/2020

M&S WA3 Street & Drainage CR 278

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $112,425.00 to expire December 31, 2021 under Williamson County Contract for Engineering Services between M&S Engineering and Williamson County dated March 24, 2020 for Engineering Design Services for Street and Drainage Improvements to CR 278. Funding source: P493.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

M&S WA3 Street & Drainage CR 278

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2020 10:38 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 12:05 PM
Form Started By: Vicky Edwards		Started On: 04/30/2020 09:11 AM
Final Approval Date: 04/30/2020		

WORK AUTHORIZATION NO. 3

PROJECT: Engineering Design Services for Street and Drainage Improvements to CR 278

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 24, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **M&S Engineering, LLC** (the "Engineer").

Part1. 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 **$112,425.00.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2021**. 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:

_____

By: Jerod Mott
Signature

Jerod Mott
Printed Name

Municipal Dept Manager
Title

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

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

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight.
- Topographic and R.O.W Surveys.
- Geotechnical Investigations; data and reports.
- ROW Documents and Drainage Reports.
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration and management.

Attachment B - Services to be Provided by Engineer
Services to be Provided by the Engineer

Project Location:
Design for the reconstruction of County Road (CR) 278 from CR 279 east approximately 3,100 feet.

Task 1: Project Management

Attend one meeting with County Road & Bridge department to review the conceptual geometric layout, finalize the proposed alignment and determine right-of-way needs. Attend Progress Review Meetings at 50%, 90% and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC.

Task 2: Topographic and R.O.W Surveys

To be provided by the County

Task 3: Preliminary Engineering

Conduct site visit and field reconnaissance to document existing conditions. Data collection including available as-builts. Review survey and geotechnical data provided by the County for completeness. Develop a conceptual geometric layout on scroll plot (1"=20' H, 1"=2' V) showing roadway horizontal and vertical geometry and proposed typical section. Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 10-yr, 25-yr and 100-yr.

Prepare 50% plan set including the sheets listed below.

Plan Sheets:

- Title Sheet
- Estimate & Quantity Sheet
- Typical Sections
- Traffic Control Plan
- Horizontal Alignment Data Sheet
- Roadway Plan & Profile Sheets
- Preliminary Bridge Layout
- Preliminary Retaining Wall Layouts
- Cross Sections (50' Interval and Driveways)
- Drainage Area Map
- Culvert Layouts

Specifications
Opinion of Probable Construction Cost
General Notes

Task 4: Geotechnical Investigations

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

To be provided by the County

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Revise 50% plan set based on review comments provided by County staff. Prepare 90% detailed design and PS&E for proposed improvements. Calculate ditch capacity and size driveway and cross culvert pipes.

Revise Plan Sheets per comments:

- Title Sheet
- Estimate & Quantity Sheet
- Typical Sections
- Traffic Control Plan
- Horizontal Alignment Data Sheet
- Roadway Plan & Profile Sheets
- Bridge Layout
- Retaining Wall Layout
- Cross Sections (50' Interval and Driveways)
- Drainage Area Map
- Culvert Layouts

Additional Plan Sheets:

- Driveway Details
- Driveway Summary
- Miscellaneous Roadway Details
- Erosion Control Plan
- Standards

Specifications
Opinion of Probable Construction Cost
General Notes

Revise 90% plan set based on review comments provided by County staff. Submit 100% plan set with seals and signatures.

Task 9: Bidding Phase Services

Respond to Bidder's questions. Prepare Bid-Tabs for processing by Purchasing Department.

Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-built final drawings for the County based on construction red-lines provided by the County.

Deliverables:

Conceptual Geometric Layout:

- 1 paper copy of the project as a Scroll Plot

50% Submittal:

- 2 paper copies of 11" *x* 17" Plan Sheets
- Specifications
- Opinion of Probable Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set

90% Submittal:

- 2 paper copies of 11" *x* 17" Plan Sheets
- Specifications
- Opinion of Probable Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set

Final Submittal:

- 2 paper copies of 11" x 17" Plan Sheets
- Specifications
- Opinion of Probable Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set
- Electronic copy of submittal documents in PDF format on CD

Attachment C - Work Schedule

Expected notice to proceed from Williamson County near September 4, 2020.

Notice to Proceed		September 4, 2020
Conceptual Geometric Layout	9 weeks	November 6, 2020
50% Plans Submittal	10 weeks	January 15, 2021
50% Review Comments returned	2 weeks	January 29, 2021
90% Plans Submittal	8 weeks	March 26, 2021
90% Review Comments returned	2 weeks	April 9, 2021
100% Plans Submittal	3 weeks	April 30, 2021

Attachment D - Fee Schedule

Task 1 – Project Management	$30,210.00
Task 3 – Preliminary Engineering	$38,250.00
Task 8 – Final Engineering	$25,395.00
Task 9 – Bidding Phase Services	$3,990.00
Task 10 – Construction Phase Services	$14,580.00
Total	$112,425.00

WILLIAMSON COUNTY - SMALL MAINTENANCE PROJECTS
W.A. #3 - COUNTY ROAD 278

M&S Engineering, LLC
376 Landa Street
New Braunfels, Texas 78130
Office (830) 629-2988
FIRM F-1394

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP

		# of sheets	Project Manager	Professional Engineer	Engineer in Training	CAD Operator	Admin	Total Hours	Total Cost
			$ 180	$ 150	$ 120	$ 90	$ 75		
Task 1	**Project Management**								
	Project setup		4				2	6	$ 870
	Kickoff meeting		8					8	$ 1,440
	Coordination with suppliers		4					4	$ 720
	Progress review meetings		32	32				64	$ 10,560
	Monthly invoicing and reporting		48				20	68	$ 10,140
	QA/QC review		16	24				40	$ 6,480
	Task 1 Subtotal		112	56	0	0	22	190	**$ 30,210**
Task 3	**Preliminary Engineering**								
	Site visit		8	8	8			24	$ 3,600
	Review survey data and update to M&S format				8	8		16	$ 1,680
	Prepare Scroll Plot		2	4	16	24		46	$ 5,040
	Plans preparation								
	Title Sheet	1	1	1	2	4		8	$ 930
	Estimate & Quantities	1	2	8	8	1		19	$ 2,610
	Typical Sections & General Notes	1	1	1	2	4		8	$ 930
	Traffic Control Plan	1	2	2	4	8		16	$ 1,860
	Horizontal Alignment Data Sheet	1	1	1	1	1		4	$ 540
	Roadway Plan & Profile	13	2	4	24	24		54	$ 6,000
	Cross Sections (50' Intervals and Driveways)	10	4	8	20	24		56	$ 6,480
	Drainage Area Map	1	1	2	8	8		19	$ 2,160
	Culvert Layouts	4	2	4	16	20		42	$ 4,680
	Specifications & General Notes		2	4	4		4	14	$ 1,740
	Task 3 Subtotal		18	35	89	94	4	240	**$ 38,250**
Task 8	**Final Engineering**								
	Address review comments								
	Estimate & Quantities	1	2	4	8	1		15	$ 2,010
	Traffic Control Plan	1		1	1	1		3	$ 360
	Roadway Plan & Profile	13	1	4	8	8		21	$ 2,460
	Cross Sections (50' Intervals and Driveways)	10	2	8	12	12		34	$ 4,080
	Culvert Layouts	4	1	2	8	8		19	$ 2,160
	Plans preparation								

	Erosion Control Plan	7	1	4	12	12		29	$	3,300
	Driveway Summary	1	2	4	4	8		18	$	2,160
	Driveway Details	1	1	1	1	4		7	$	810
	Miscellaneous Roadway Details	2	1	1	4	8		14	$	1,530
	Standard Detail Sheets	75	4	4	16	32		56	$	6,120
	Specifications & General Notes		1	1			1	3	$	405
	Task 8 Subtotal		16	34	74	94	1	219	**$**	**25,395**
Task 9	**Bidding Phase Services**									
	Respond to bidder questions		4	4	8	4	4	24	$	2,940
	Prepare Bid tabulation		2	2	2		2	8	$	1,050
	Task 9 Subtotal		6	6	10	4	6	32	**$**	**3,990**
Task 10	**Construction Phase Services**									
	Assemble final construction drawings		1	2	4	4		11	$	1,320
	Attend preconstruction meeting		8					8	$	1,440
	Review shop drawings		8	8	8		8	32	$	4,200
	Respond to contractor RFIs		4	8	16	8		36	$	4,560
	Prepare record drawings		2	2	8	16		28	$	3,060
	Task 10 Subtotal		23	20	36	28	8	115	**$**	**14,580**
	Project Total		175	151	209	220	41	796	**$**	**112,425**

Commissioners Court - Regular Session **60.**

Meeting Date: 05/05/2020

Discuss consider and take appropriate action on approval of the preliminary plat for the Rio Lobo subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Rio Lobo subdivision – Precinct 3.

Background

This proposed subdivision consists of 233 single family lots, 2 drainage/open space lots, 2 right-of-way lots, 2 landscape lots and 6,439 feet of new public roads.

Timeline

2019-11-08 – initial submittal of preliminary plat
2019-12-06 – 1st review complete with comments
2020-02-28 – 2nd submittal of preliminary plat
2020-03-13 – 2nd review complete with comments
2020-03-27 – 3rd submittal of preliminary plat
2020-04-09 – 3rd review complete with minor comments
2020-04-28 – 4th submittal of preliminary plat
2020-04-29 – 4th review complete with comments cleared
2020-04-30 – preliminary plat placed on the May 5, 2020 Commissioners Court agenda for consideration

Fiscal Impact

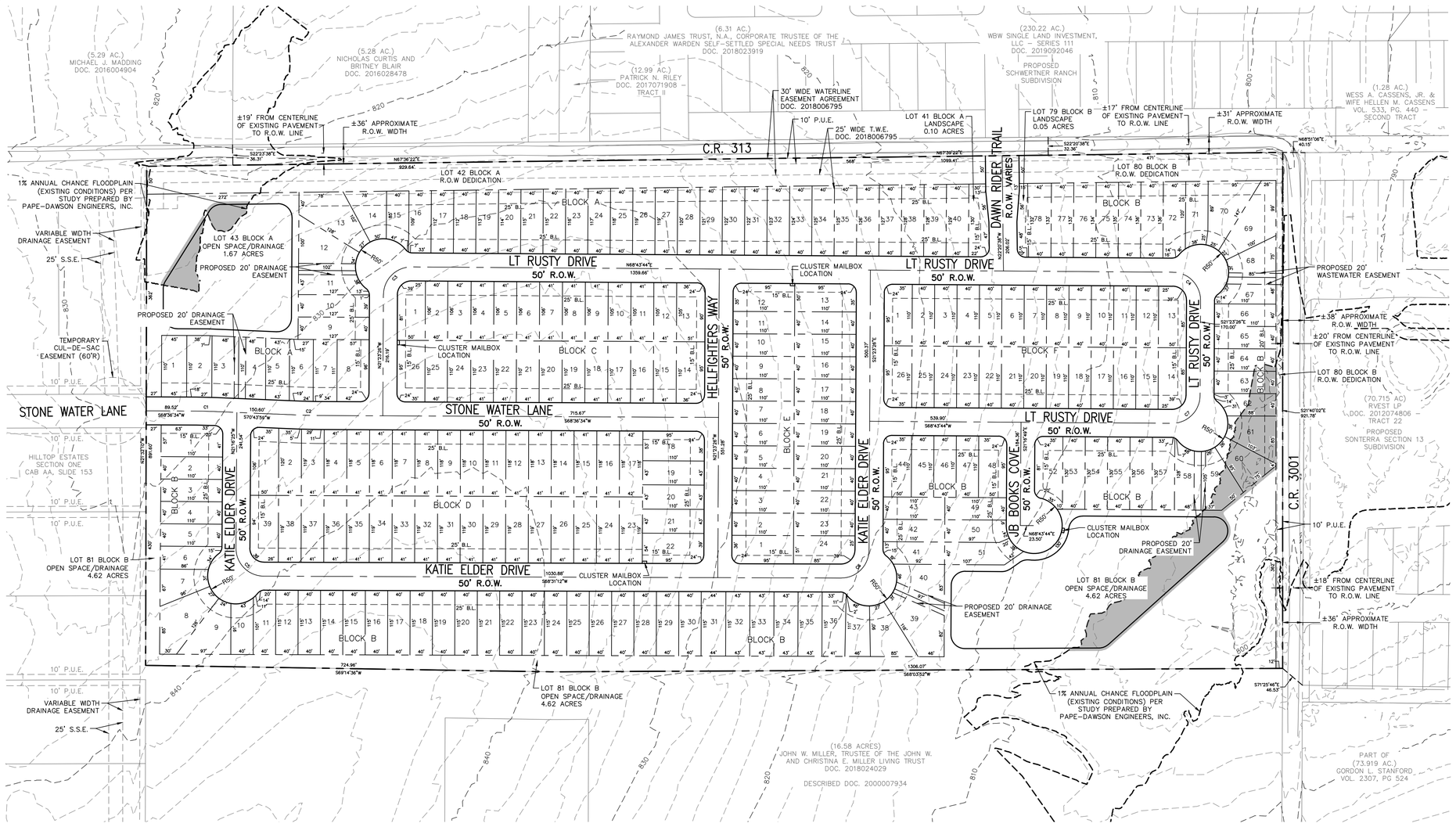
From/To	Acct No.	Description	Amount

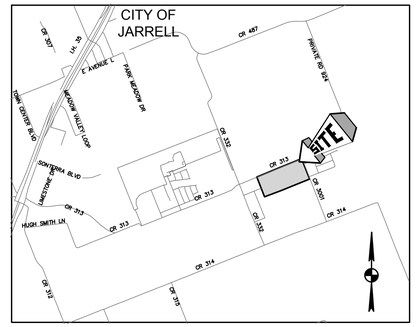
Attachments

preliminary plat - Rio Lobo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 12:04 PM
Form Started By: Adam Boatright		Started On: 04/30/2020 11:33 AM
Final Approval Date: 04/30/2020		





LOCATION MAP
NOT TO SCALE

SCALE: 1"= 100'

0' 100' 200' 300'

LEGEND:

1% ANNUAL CHANCE FLOODPLAIN (EXISTING CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC.

AREAS TO BE RECLAIMED FROM EXISTING CONDITIONS 1% ANNUAL-CHANCE FLOODPLAIN

LEGAL DESCRIPTION:
42.486 ACRES OUT OF THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS

OWNER / SUBDIVIDER:
CORD MCNALLY, LP
3939 BEE CAVES ROAD, SUITE C-100
AUSTIN, TEXAS 78746
PHONE: (512) 328-1184
EMAIL: ATBILGER@ICLOUD.COM

ENGINEER:
PAPE-DAWSON ENGINEERS, INC.
10801 N. MOPAC EXPY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512) 454-8711
FAX: (512) 459-8867
EMAIL: MFISHER@PAPE-DAWSON.COM

SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FRIEDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
PHONE: (512) 443-1174
EMAIL: TIM@LENZANDASSOCIATESINC.COM

ORIGINAL SUBMITTAL DATE: NOVEMBER 8, 2019

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	900.00'	002°07'24"	S69°40'16"W	33.35'	33.35'
C2	900.00'	002°07'24"	S69°40'16"W	33.35'	33.35'
C3	50.00'	090°07'10"	N23°40'09"E	70.78'	78.64'
C4	50.00'	089°52'50"	S66°19'51"E	70.64'	78.44'
C5	50.00'	090°54'32"	N66°01'32"W	71.27'	79.33'
C6	50.00'	089°54'37"	S23°33'53"W	70.66'	78.46'
C7	50.00'	090°07'10"	S23°40'09"W	70.78'	78.64'

NOTES:

1. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOODPLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM COMMUNITY PANEL NO(s) 48491C0150F, DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
2. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
3. A 10' WIDE PRIVATE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
4. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
5. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
6. THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
7. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
8. THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
10. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
11. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
12. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
13. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
14. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
15. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
16. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
17. THE MINIMUM STREET CENTERLINE RADIUS SHALL BE 180 FEET ON ALL LOCAL STREETS.
18. ALL LOTS SHALL BE A MINIMUM OF 30 FEET WIDE AS MEASURED 25 FEET FROM THE FRONT PROPERTY LINE.
19. CLUSTER MAILBOX LOCATIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO CHANGE.
20. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 313 AND CR 3001, THE ADJACENT COUNTY ROADS.
21. IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
22. THE PAVEMENT AND RIGHT-OF-WAY AT THE INTERSECTION OF DAWN RIDER TRAIL WITH COUNTY ROAD 313 IS TO BE DESIGNED IN ACCORDANCE WITH APPENDIX K - INTERSECTION APPROACH DETAIL IN THE JANUARY 18, 2018 WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
23. LOT 42-BLOCK A AND LOT 80-BLOCK B ARE FOR FUTURE RIGHT-OF-WAY DEDICATION, TO BE USED FOR THE FUTURE EXPANSION OF COUNTY ROAD 3001 AND COUNTY ROAD 313. DEDICATION OF THESE R.O.W. LOTS TO WILLIAMSON COUNTY WILL BE COMPLETED BY FINAL PLAT.

LAND USE SUMMARY	LOTS	ACRES
SINGLE FAMILY LOTS	233 LOTS	25.80 AC
RIGHT-OF-WAY	-	7.75 AC
DRAINAGE/OPEN SPACE	2 LOTS	6.29 AC
R.O.W. RESERVE	2 LOTS	2.50 AC
LANDSCAPE	2 LOTS	0.15 AC

STREET NAME	CLASSIFICATION	TYPE OF USE	DESIGN SPEED	R.O.W. WIDTH	PAVEMENT WIDTH (LOG-LOG)	LENGTH
LT RUSTY DRIVE	LOCAL	PUBLIC	25 MPH	50 FT	30 FT	2521 LF
HELLFIGHTERS WAY	LOCAL	PUBLIC	25 MPH	50 FT	30 FT	551 LF
KATIE ELDER DRIVE	LOCAL	PUBLIC	25 MPH	50 FT	30 FT	1931 LF
JB BOOKS COVE	LOCAL	PUBLIC	25 MPH	50 FT	30 FT	208 LF
DAWN RIDER TRAIL	LOCAL	PUBLIC	25 MPH	VARIES	VARIES	206 LF
STONE WATER LANE	LOCAL	PUBLIC	25 MPH	50 FT	30 FT	1022 LF

NO.	REVISION	DATE

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW PURPOSES ONLY UNDER THE AUTHORITY OF MICHAEL S. FISHER, P.E. 87704 DATE: APRIL 28, 2020. IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION OR PERMITTING PURPOSES. PER T.E.P.A. 137.33(e)

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

RIO LOBO
WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT

CITY NO.
JOB NO. 51126-00
DATE APRIL 2020
DESIGNER EG
CHECKED JF DRAWN RM
SHEET 1 OF 1

Date: Apr 28, 2020, 2:41pm User ID: EGold
File: H:\Projects\511\26\00\212 Preliminary\Civil\PP51126-00.dwg
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Commissioners Court - Regular Session **61.**

Meeting Date: 05/05/2020

Proclamation- Air Quality Awareness Week 2020

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 May 4 - 8, 2020 as Air Quality Awareness Week in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Air Quality Awareness Week 2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/17/2020 02:33 PM
Form Started By: Garry Brown		Started On: 04/17/2020 12:53 PM
Final Approval Date: 04/17/2020		

PROCLAMATION

WHEREAS, air quality can threaten our environment, economy, and the health of the residents of Williamson County; and

WHEREAS, the 2019 ozone design value in the Austin-Round Rock-Georgetown MSA is 68 parts per billion (ppb), which is just 2 ppb below the National Ambient Air Quality Standard for ground level ozone of 70 ppb; and

WHERAS, while air quality is improving in Central Texas, regional air pollution levels were considered "moderate" or worse on twenty-seven percent of days in 2019, according to the National Air Quality Index; and

WHEREAS, children, older adults, people with lung disease, and people with heart disease make up about two out of every five residents of Central Texas, and are particularly affected by poor air quality; and

WHEREAS, Williamson County supports public awareness about the quality of local and regional air quality and steps that members of our community can take to reduce their exposure to air pollution and to reduce the emissions that contribute to poor air quality in the region; and,

WHEREAS, Williamson County is a member of the Central Texas Clean Air Coalition of the Capital Area Council of Governments (CAPCOG) and supports the Coalition's effort to promote regional air quality.

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court proclaims May 4 – 8, 2020 as

Air Quality Awareness Week

in Williamson County and encourage our residents and employees to educate themselves about air quality, including visiting CAPCOG's Air Central Texas website at AirCentralTexas.org, and promote air quality and air quality awareness within our community.

Passed by Commissioners Court and Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session **62.**

Meeting Date: 05/05/2020

Ratify Acceptance of Terms and Conditions and Funds from Coronavirus Aid, Relief and Economic Security (CARES) Act Providers Relief Fund

Submitted For: Michael Knipstein **Submitted By:** Theresia Carter, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying the acceptance of funds in the amount of $170,569.32 and the Terms and Conditions from Health and Human Services (HHS) CARES Act Provider Relief Fund.

Background

EMS received an initial tranche of funds from the HHS Emergency Relief Fund on April 17, 2020 in the amount of $170,569.32. The funds can only be used to prevent, prepare for, and respond to the coronavirus, and reimburse the County for health care related expenses or lost revenues that are attributable to coronavirus. In order to be eligible to receive the second tranche of funds the Terms and Conditions must be accepted immediately. The amount of the second tranche of funds is unknown at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HHS Relief Fund Payment Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/29/2020 05:07 PM
Form Started By: Theresia Carter		Started On: 04/29/2020 02:52 PM
Final Approval Date: 04/29/2020		

Relief Fund Payment Terms and Conditions

- The Payment means the funds received from the Public Health and Social Services Emergency Fund ("Relief Fund"). The Recipient means the healthcare provider, whether an individual or an entity, receiving the Payment.
- The Recipient certifies that it billed Medicare in 2019; provides or provided after January 31, 2020 diagnoses, testing, or care for individuals with possible or actual cases of COVID-19; is not currently terminated from participation in Medicare; is not currently excluded from participation in Medicare, Medicaid, and other Federal health care programs; and does not currently have Medicare billing privileges revoked.
- The Recipient certifies that the Payment will only be used to prevent, prepare for, and respond to coronavirus, and shall reimburse the Recipient only for health care related expenses or lost revenues that are attributable to coronavirus.
- The Recipient certifies that it will not use the Payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.
- The Recipient shall submit reports as the Secretary determines are needed to ensure compliance with conditions that are imposed on this Payment, and such reports shall be in such form, with such content, as specified by the Secretary in future program instructions directed to all Recipients.
- Not later than 10 days after the end of each calendar quarter, any Recipient that is an entity receiving more than $150,000 total in funds under the Coronavirus Aid, Relief, and Economics Security Act (P.L. 116-136), the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123), the Families First Coronavirus Response Act (P.L. 116-127), or any other Act primarily making appropriations for the coronavirus response and related activities, shall submit to the Secretary and the Pandemic Response Accountability Committee a report. This report shall contain: the total amount of funds received from HHS under one of the foregoing enumerated Acts; the amount of funds received that were expended or obligated for reach project or activity; a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below $50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.
- The Recipient shall maintain appropriate records and cost documentation including, as applicable, documentation required by 45 CFR § 75.302 – Financial management and 45 CFR § 75.361 through 75.365 – Record Retention and Access, and other information required by future program instructions to substantiate the reimbursement of costs under

this award. The Recipient shall promptly submit copies of such records and cost documentation upon the request of the Secretary, and Recipient agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with these Terms and Conditions.

- The Secretary has concluded that the COVID-19 public health emergency has caused many healthcare providers to have capacity constraints. As a result, patients that would ordinarily be able to choose to receive all care from in-network healthcare providers may no longer be able to receive such care in-network. Accordingly, for all care for a possible or actual case of COVID-19, Recipient certifies that it will not seek to collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network Recipient.

The following statutory provisions also apply:

General Provisions in FY 2020 Consolidated Appropriation

SEC. 202. Executive Pay. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

SEC. 210. Funding Prohibition for Gun Control Advocacy. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

SEC. 503. Lobbying

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local

legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

SEC. 506. Prohibits Use of Federal Funds for Abortions.

(a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term ‘‘health benefits coverage’’ means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

SEC. 507 Limitations on Abortion Funding Prohibition

(a) The limitations established in the preceding section shall not apply to an abortion—

(1) if the pregnancy is the result of an act of rape or incest; or

(2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(d)(1) None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects

any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

(2) In this subsection, the term ‘‘health care entity’’ includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

Prohibits Use of Funds for Embryo Research

SEC. 508. Prohibits Use of Funds for Embryo Research

(a) None of the funds made available in this Act may be used for—

(1) the creation of a human embryo or embryos for research purposes; or

(2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(b) For purposes of this section, the term ‘‘human embryo or embryos’’ includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

SEC. 509. Prohibits Promotion of Legalization of Controlled Substances

(a) None of the funds made available in this Act may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

SEC. 515. (b) Prohibits Asking Candidates for Federal Scientific Advisory Committees Their Political Affiliations; Prohibits Distribution of Intentionally False Information

(b) None of the funds made available in this Act may be used to disseminate information that is deliberately false or misleading.

SEC. 520. Pornography.

(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

SEC. 521. Prohibits Funding ACORN or Its Affiliates or Subsidiaries. None of the funds made available under this or any other Act, or any prior Appropriations Act, may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

SEC. 527. Prohibits Federal Funding for Needle Exchange Except in Limited Circumstances. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

Government-wide General Provisions

SEC. 718. Propaganda. No part of any appropriation contained in this or any other Act shall be used directly or indirectly, including by private contractor, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

SEC. 732. Privacy Act. None of the funds made available in this Act may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

SEC. 742. Confidentiality Agreements.

(a) None of the funds appropriated or otherwise made available by this or any other Act may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from

lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

SEC. 743. Nondisclosure Agreements

(a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this SEC. 743. (a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”: *Provided*, That notwithstanding the preceding provision of this section, a nondisclosure policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or

to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

(b) A nondisclosure agreement may continue to be implemented and enforced notwithstanding subsection (a) if it complies with the requirements for such agreement that were in effect when the agreement was entered into.

(c) No funds appropriated in this or any other Act may be used to implement or enforce any agreement entered into during fiscal year 2014 which does not contain substantially similar language to that required in subsection (a).

SEC. 744. Unpaid Federal Tax Liability. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

SEC. 745. Criminal Felony Limitation. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

Other Appropriations Provisions

42 U.S.C. 289d note No funds appropriated under this Act or subsequent Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Acts shall be used by the National Institutes of Health, or any other Federal agency, or recipient of Federal funds on any project that entails the capture or procurement of chimpanzees obtained from the wild. For purposes of this section, the term ‘recipient of Federal funds’ includes private citizens, corporations, or other research institutions located outside of the United States that are recipients of Federal funds.

Other Statutory Provisions

Trafficking in Persons

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended

(22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make
to a private entity.

d. Definitions. For purposes of this award term:
1. "Employee" means either:
i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
ii. Includes:
A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
B A for-profit organization.
4. “Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

Whistleblower Protections
You are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled “Pilot
Program for Enhancement of Contractor Employee Whistleblower protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2,
2013) applies to this award.

Human Subjects Protections
If any activities under this project will involve human subjects in any research activities, you must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

Fraud, Abuse and Waste:
The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs.

Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.

Internet: https://forms.oig.hhs.gov/hotlineoperations/index.aspx
Phone: 1-800-HHS-TIPS (1-800-447-8477)
Mail: US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
PO Box 23489
Washington, DC 20026
For additional information visit https://oig.hhs.gov/fraud/report-fraud/index.asp

Commissioners Court - Regular Session **65.**

Meeting Date: 05/05/2020

Exempt Central Square as Sole Source Provider for OneSolution, TriTech, CryWolf, Superion and Tellus brand software

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on exempting Central Square from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for supervision services for Williamson County and authorize the purchase.

Background

The exemption will designate Central Square as Sole Source Provider for Public Safety software to include CAD (computer aided dispatch), RMS (records management system), OneSolution, TriTech, CryWolf, Superion and Tellus brand software, including Licensing, Maintenance, Support, modification and training. The County currently owns and utilizes multiple products in the Central Square line and this exemption will allow continuance of that use as well as future modifications and improvements. The sole source posting was in Negometrix for 14 days with no competitive responses received. The requested Sole Source designation would be applicable for a period of 36 months. Point of contact is Jay Schade Funding Source: 01.0100.0503.004100 Approved for FY2020

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sole Source Packet

Purchasing Agent recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/29/2020 06:13 PM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 09:35 PM

Form Started By: Johnny Grimaldo Started On: 04/29/2020 04:37 PM

Final Approval Date: 04/29/2020

Ref # 0000067

Sole Source Purchase

Definition of a Sole Source Purchase

Sole Source Item – goods and/or services which can only be obtained from ONLY ONE source, including:

- Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies.
- Films, manuscripts, or books.
- Electric power, gas, water, and other utility services.
- Captive replacement parts or components for equipment which there is no commercially available substitute, and which can be obtained only from the manufacturer and/or manufacturer's distributor; item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system, continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

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

Requestor Information

Name	*	Jay Schade
Department	*	Technology Services
Title	*	Sr Director
Phone Number	*	5129431460
Email	*	jay.schade@wilco.org

Sole Source Supplier Information

Company Name	*	Central Square

Contact Name	*	Matija Markovic
Address	*	4161 Piedmont Parkway, Suite 270 Greensboro, NC 27410
Phone Number	*	336-878-1642
Email	*	matija.markovic@centralsquare.com
Website	*	https://www.centralsquare.com/
Is the recommended supplier the manufacturer?	*	Yes
Does the manufacturer sell the item(s) through distributors?	*	No
Description of the Product or Service Describe the full scope of work, including installation if required; items should include brand, model and part number if applicable.	*	We own, and have been utilizing, Central Square's Public Safety software which includes, among other products, CAD (computer-aided dispatch) and RMS (records management system). There are a number of products associated with the public safety technology systems we have. They include OneSolution, TriTech, CryWolf, and Tellus brand software. The original products were from OSSI Sungard Public Sector. They rebranded in 2017 as Superion, then in 2018, merged with TriTech and a couple other companies to form Central Square.
Schedule Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".	*	May 1, 2020
Estimated Cost	*	$ 5,000.00

Sole Source Rationale

The requested supplier is the only source of required item(s) or service(s) because: (Check all that apply)	*	The required item or service is proprietary to the supplier The recommended supplier holds the patent on the requested item(s) The recommended supplier is the only supplier capable of performing the requested service A specific item is needed to be compatible or interchangeable with existing hardware
Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?	*	No

Is there is a substantial risk in selecting another product or service provider?	*	Yes
Please describe the risk.	*	There are no other providers who are authorized to work on these systems.
Is it possible to obtain competitive bids for consideration?	*	No
Please describe why this is not possible.	*	There are no other providers authorized to modify this software.
Are there any other companies who can provide the services or needed items?	*	No
List any other sources, suppliers, products or service providers that you reviewed in your selection process.	*	We already own these systems and they are proprietary to Central Square.
List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.)	*	None. The systems we are needing modified are proprietary to Central Square. We would need to replace the entire system to have other options. That would cost probably over $10 million.

Acknowledgement

I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.	*	Yes
I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.	*	Yes
Date of Acknowledgement	*	Apr 9, 2020

Name	*	Jay Schade
By typing your name, this is equivalent to a legal signature.		

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be re-approved by the Williamson County Purchasing Department following completion of a new Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders. The sole source term is generally aligned with the contract term. In certain cases, the Purchasing Agent may determine that the 14-day public posting in Negometrix is not necessary. This depends on the circumstance of the particular item/service and the type of sole source.

Required Documentation

** Please note you must save this form before uploading any documents

A written quote from the supplier, listing the goods/services and pricing.	*	Mugshot Interface Migration Williamson County.pdf (551 KB) New Payment Vendor for CryWolf Payment Portal Williamson County.pdf (570 KB)
Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the Sole Source provider of the service or item needed.	*	SIGNED Sole Source FORM - WILLIAMSON COUNTY TX SHERIFF.pdf (217 KB)
Notarized Sole Source affidavit completed by the supplier. (Form can be downloaded below)	*	
Sole Source Affidavit		Notarized Sole Source Affidavit.pdf (159 KB)
Signed letter of recommendation from the Elected Official or County Department Head. Must provide a detailed written explanation as to why competitively bidding the product or service would be impracticable and that the cost charged by the supplier is reasonable and customary.	*	Central Square - Sole Source 2020.pdf (86 KB)

Randy Barker
CPPO, CPPB
PURCHASING AGENT / DIRECTOR

4/29/20

Williamson County Commissioners Court

Re: Sole Source recommendation for Central Square

Dear County Judge and Commissioners,

Recently our Technology Services Department made a request for qualifying the **sole source purchase of ONESolution CAD from Central Square.** The county currently owns and has been utilizing Central Square's Public Safety software which includes, among other products, CAD (computer-aided dispatch) and RMS (records management system). There are a number of products associated with the public safety technology systems we have. They include OneSolution, TriTech, CryWolf, and Tellus brand software.

The original products were from OSSI Sungard Public Sector. They rebranded in 2017 as Superion, then in 2018, merged with TriTech and other companies to form Central Square. Technology Services has identified needed modifications in the various software which is proprietary to Central Square and there are no other providers who are authorized to modify this software.

After reviewing all documentation requested and provided to me, **I recommend qualifying this request as a sole source purchase, per Texas Local Government Code sections 262.003 (a) and 262.024.(a)(7).**

The process has included the following:

- A signed Sole Source Justification Request
- A letter of justification from the supplier, establishing why their product/service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Jay Schade, Sr. Director of Technology Services
- Posting on Negometrix website for a period of fourteen(14) days to invite potential competition, with no responses received from alternate vendors

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

Sincerely,

Randy Barker

Randy Barker
Williamson County Purchasing Agent / Director
WILLIAMSON COUNTY
512.943.1555
randy.barker@wilco.org
100 Wilco Way, Ste. P101
Georgetown, Texas 78626

Commissioners Court - Regular Session **66.**

Meeting Date: 05/05/2020

Sole Source Transcend Tactical

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on exempting Transcend Tactical from the competitive bidding requirements established by Section 262.024.(a)(7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for a tactical robot with non-lethal deployment system to support the operations of the Williamson County Sheriff's Office and authorizing execution of the agreement.

Background

Transcend Tactical is the owner and only provider of a stair climbing tactical robot with a non-lethal deployment system. The sole source posting was in Negometrix for 14 days with no competitive responses received. The requested Sole Source designation would be applicable for a period of 36 months. The quote outlines the components of the robot and accessories including the non-lethal deployment system. Total cost for this purchase is $30,450. This purchase will be charged to Seized Funds 01.0410.0413.005008. Department contact is Chief Tim Ryle.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Sole Soure Justification

Recorded Statement of Offers

Terms and Conditions and Warranty info

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/30/2020 08:46 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 09:12 AM
Form Started By: Erica Smith		Started On: 04/27/2020 09:45 AM
Final Approval Date: 04/30/2020		

Randy Barker
CPPO, CPPB
PURCHASING AGENT / DIRECTOR

4/27/20

Williamson County Commissioners Court

Re: Sole Source recommendation for Transcend Tactical

Dear County Judge and Commissioners,

Recently our county Sheriff's Office made a request for qualifying the **sole source purchase of a Vantage F3 Robot and non-lethal deployment system components from Transcend Tactical.** This robot is capable of carrying 250 pounds and dragging over 400 pounds providing the Sheriff's Office the ability to rescue downed officers or citizens in highly dangerous environments without placing deputies at risk. Transcend Tactical is an advanced robotic company holding two (2) patents regarding the Vantage F3 Robot and it's ability to navigate stairs and other complicated obstacles.

After reviewing all documentation requested and provided to me, **I recommend qualifying this request as a sole source purchase, per Texas Local Government Code sections 262.003 (a) and 262.024.(a)(7).**

The process has included the following:

- A signed Sole Source Justification Request
- A letter of justification from the supplier, establishing why their product/service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Robert Chody, Williamson County Sheriff
- Purchasing Department research to find similar product/services for competitive comparison. No other resource matched the full capabilities of the Transcend Tactical robot.
- Price quote of $30,450

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

Sincerely,

Randy Barker

Randy Barker
Williamson County
Purchasing Agent / Director

WILLIAMSON COUNTY
512.943.1555
randy.barker@wilco.org
100 Wilco Way, Ste. P101
Georgetown, Texas 78626

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

Sole Source Justification Request

Definition of a Sole Source Purchase

Sole Source Item – goods and/or services which can only be obtained from ONLY ONE source, including:

- Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies
- Films, manuscripts, or books
- Electric power, gas, water, and other utility services,
- Captive replacement parts or components for equipment which there is no commercially available substitute, and which can be obtained only from the manufacturer and/or manufacturer's distributor; item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system, continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

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

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

- ☑ **This request form completed and signed**
- ☑ **A written quote from the supplier, listing the goods, services and pricing**
- ☑ **Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are a the only Sole Source provider of the service or item needed.**
- ☑ **Notarized Sole Source affidavit completed by the supplier**
- ☑ **Signed letter of recommendation from the Elected Official or County Department Head. Must provide a detailed written explanation as to why competitively bidding the product or service would be impracticable and that the cost charged by the supplier is reasonable and customary.**

Requestor Name and County Office/Department:

Requestor Title and Phone Number: Chief Deputy Tim Ryle
(512) 943-1300

Requested Single Sole Source Supplier:

Company Name: Transcend Tactical
Contact Name: Phillip Walker
Address: 2600 Newport Blvd., Suite #106
City, State, Zip: Newport Beach, CA 92663
Phone Number: (765) 480-1619
Email: phil@transcendrobotics or jbui@transcendtactical.com
Website: transcendtactical.com

Is the recommended supplier the manufacturer? **Yes?** **No?**

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

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

Vantage F3 Robot, Controller Unit, Controller &Accessory Transport Case, Robot Battery (3), Small Battery (4), Chargers (3), Backpack Booster & High Gain Antenna, Mavic 2 Pro Drone, None Lethal Deploymnet System for CTS 52 Series hot gas canisters, Controller Battery, Shipping

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".* March 31, 2020

Estimated Cost: $30,450

SOLE SOURCE RATIONALE

Complete the following checklist:

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

Check all that apply:

- ☑ The required item or service is proprietary to the supplier
- ☑ The recommended supplier holds the patent on the requested item(s)
- ☑ The recommended supplier is the only supplier capable of performing the requested service
- ☐ **A specific item is needed:**
  - ☐ To be compatible or interchangeable with existing hardware
  - ☐ As a spare or replacement hardware
  - ☐ For the repair or modification of existing hardware
  - ☐ For technical evaluation or testing

☑ **Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?** If so, please list and describe such attempts: Bids were procured from ICore Robots for a robot that is comparable but unable to perform at the same level and at a much higher cost-$108,000

☐ **There is a substantial risk in selecting another product or service provider.** If so, please describe: N/A

☑ **It is not possible to obtain competitive bids for consideration.** If so, why: This Company holds two separate patents on stair climbing technology that cannot be matched or found on any other robot.

☐ **Are there any other companies who can provide the services or needed items?** If so, please list and provide explanation of why they were unable to meet the requirements: N/A

☑ **List any other sources, suppliers, products or service providers that you reviewed in your selection process:** ICore Robots

☑ **List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):** Internet Search, Live Demonstrations by multiple companies

ACKNOWLEDGEMENT

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

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

Date: 2/12 ____, 2026

Signature*: T Tyler

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

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a new Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders. The sole source term is generally aligned with the contract term. In certain cases, the Purchasing Agent may determine that the 14-day public posting in BidSync is not necessary. This depends on the circumstance of the particular item/service and the type of sole source.

TRANSCEND TACTICAL

Quote Number	**20414**
Quote Date	Apr 15, 2020
Valid Until	May 8, 2020
Total	$30,450.00

Bill To:

Williamson Sheriff TX
508 S Rock St
Georgetown, TX 78626

Ship To:

Same as billing

TRANSCEND TACTICAL

DUNS NO. 079986561
FEIN: 47-2138026
Payable To: Transcend Robotics Inc.
100% DUE NET-30 DAYS FROM DELIVERY

Send Physical Check To:

Transcend Robotics Inc.
Attn: Transcend Robotics Accounts Receivables
2600 Newport Blvd. Ste #106
Newport Beach, CA 92663

Wiring Information:

Routing #: 054001204
Account #: 002260178741
Bank: Bank of America

Item	Description	Unit Cost	Quantity	Line Total
VANTAGE Fully Loaded	- VANTAGE F3 Robot x 1 - Controller Unit x 1 - Controller & Accessory Transport Case x 1 - Robot Battery x 3 - Small Battery x 4 - Chargers x 3 - Backpack x 1 - Booster & High Gain Antenna x 1	$25,000.00	1	$25,000.00
Chemical Delivery System	- None Lethal Deployment System for CTS's 52 series hot gas canisters x 1 - Controller x 1 - Battery x 1	$4,950.00	1	$4,950.00
Shipping	F.O.B Destination: Williamson Sheriff TX	$500.00	1	$500.00
			Subtotal	$30,450.00
			Balance Due	**$30,450.00**

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transcendtactical.com
sales@transcendtactical.com
765-480-1619

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transcendtactical.com
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765-480-1619

TRANSCEND TACTICAL

Quote Number	**20414**
Quote Date	Apr 15, 2020
Valid Until	May 8, 2020
Total	$30,450.00

Returns & Warranty

- Transcend Robotics, Inc. will accept returns of items purchased with an approved Return Merchandize Authorization within 14 days from the date of receipt of the robot, provided the item is returned in the same condition it was received. A full refund will be credited to the customer. The customer is responsible for all shipping charges to return products and will ensure the shipment is fully insured in case of damage during shipment. All remaining payments are due net 30 days from date of delivery. All custom orders are final and will not be subject to this return policy. There's a 2% of total invoice value fee for invoices that are late. An additional 1% fee of the total invoice value will be added for each 30-days the payment is late.

- All sales are final on custom orders and inventory liquidations.

- Please reference Transcend's Warranty and Customer Agreement for a detailed description of Transcend's Warranty.

- Most orders ship net 60 days from purchase unless expedited for a fee.

- Warranties and repairs are coordinated by Transcend and owned/serviced by AndyMark, Inc.

- Disclaimer: Please reference Transcend's Warranty and Customer Agreement for a description of Transcend's limitations of liabilities.

Transcend Tactical
transcendtactical.com
sales@transcendtactical.com
765-480-1619

TRANSCEND TACTICAL
765-480-1619
info@transcendtactical.com

To the Whom It May Concern,

This letter is to confirm that the VANTAGE robot is a patented/sole source product from Transcend Robotics, Inc. The Chemical Delivery System technology is only manufactured by Transcend Robotics Inc.

The robot is based on Transcend's mobile technology by the name of "Mobile reconnaissance apparatus with articulating traction control" as described in Transcend's U.S. patents numbered US8434576 and US8893832. This technology is a key requirement among others as listed below.

Key Critical Requirements:

1) Automatically climb stairs without the need to "pre-position" flippers during, while and before ending a stair climb in accordance with patents:
    a. Patent #1: US8434576
    b. Patent #2: US8893832
2) Deploy two pyrotechnic gas grenades individually or at the same time with a single switch pull cord
3) Able to transport payloads easily without any "special modes" to transport a 25 lb. payload
4) Ability to haul 250+ lbs.
5) Able to go 2,500 feet line of sight

No other entities sell the VANTAGE robot or the Chemical Delivery System.

Sincerely,

Phillip Walker
August 1, 2019

US008434576B1

(12) **United States Patent**
Ferguson

(10) **Patent No.: US 8,434,576 B1**
(45) **Date of Patent: May 7, 2013**

(54) **MOBILE RECONNAISSANCE APPARATUS WITH ARTICULATING TRACTION CONTROL**

(76) Inventor: **Andrew Ferguson**, Lake Oswego, OR (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

(21) Appl. No.: **13/590,745**

(22) Filed: **Aug. 21, 2012**

(51) **Int. Cl.**
B62D 55/06 (2006.01)

(52) **U.S. Cl.**
USPC **180/14.2**; 180/9.32

(58) **Field of Classification Search** 180/14.1, 180/14.2, 9.1, 9.32
See application file for complete search history.

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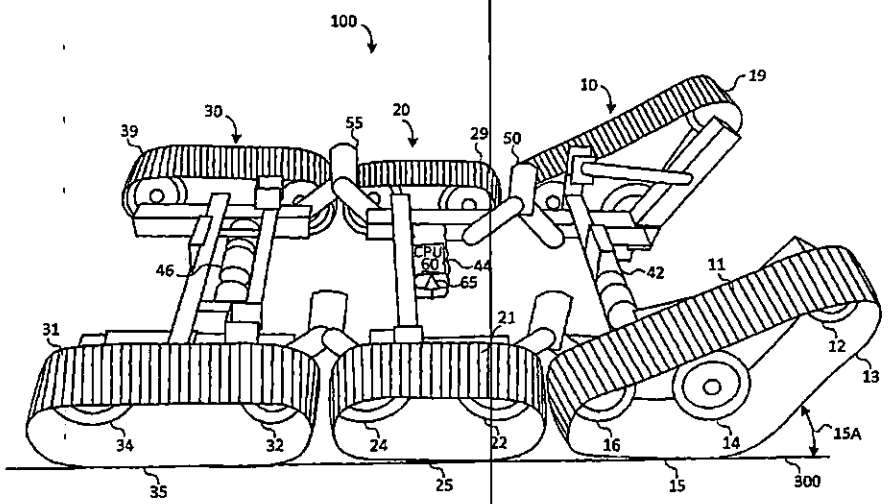
(Continued)

Primary Examiner — Kevin Hurley
(74) *Attorney, Agent, or Firm* — Stolowitz Ford Cowger LLP

(57) **ABSTRACT**

A mobile apparatus has a first articulating section comprising a leading traction control assembly including multiple points of contact inclined at a forward angle, and a second articulating section comprising an intermediate traction control assembly. A propulsion system is configured to coordinate movement of the leading traction control assembly and the intermediate traction control assembly. A connector operatively couples the first articulating section to the second articulating section, and the first articulating section is configured to articulate relative to the second articulating section in response to one or more of the multiple points of contact of the leading traction control assembly coming into contact with an obstacle. A bias assembly is configured to exert a continuous compression force against one or both of the first articulating section and the second articulating section to maximize the number of points of contact between the mobile apparatus and the obstacle.

21 Claims, 8 Drawing Sheets



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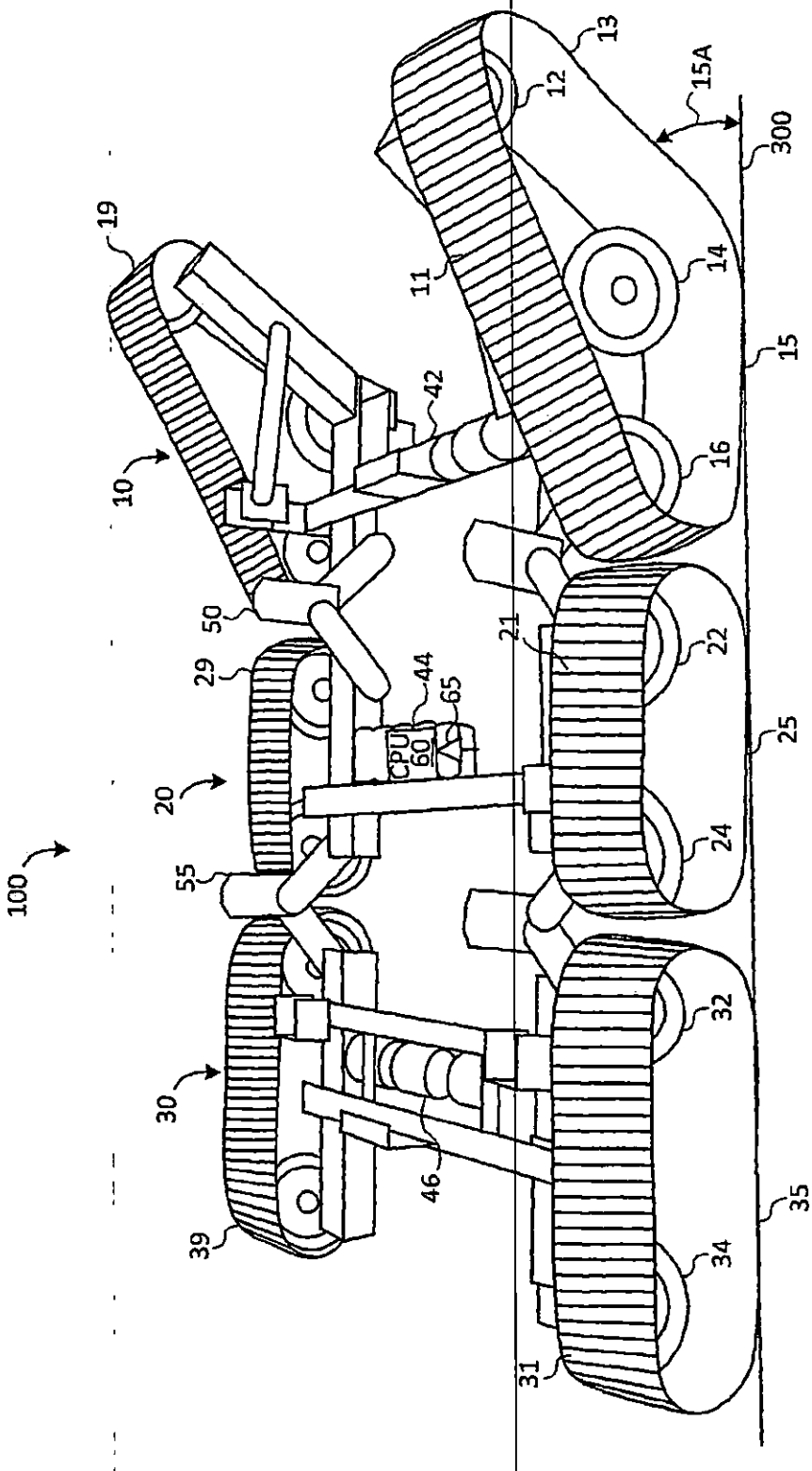

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FIG. 1

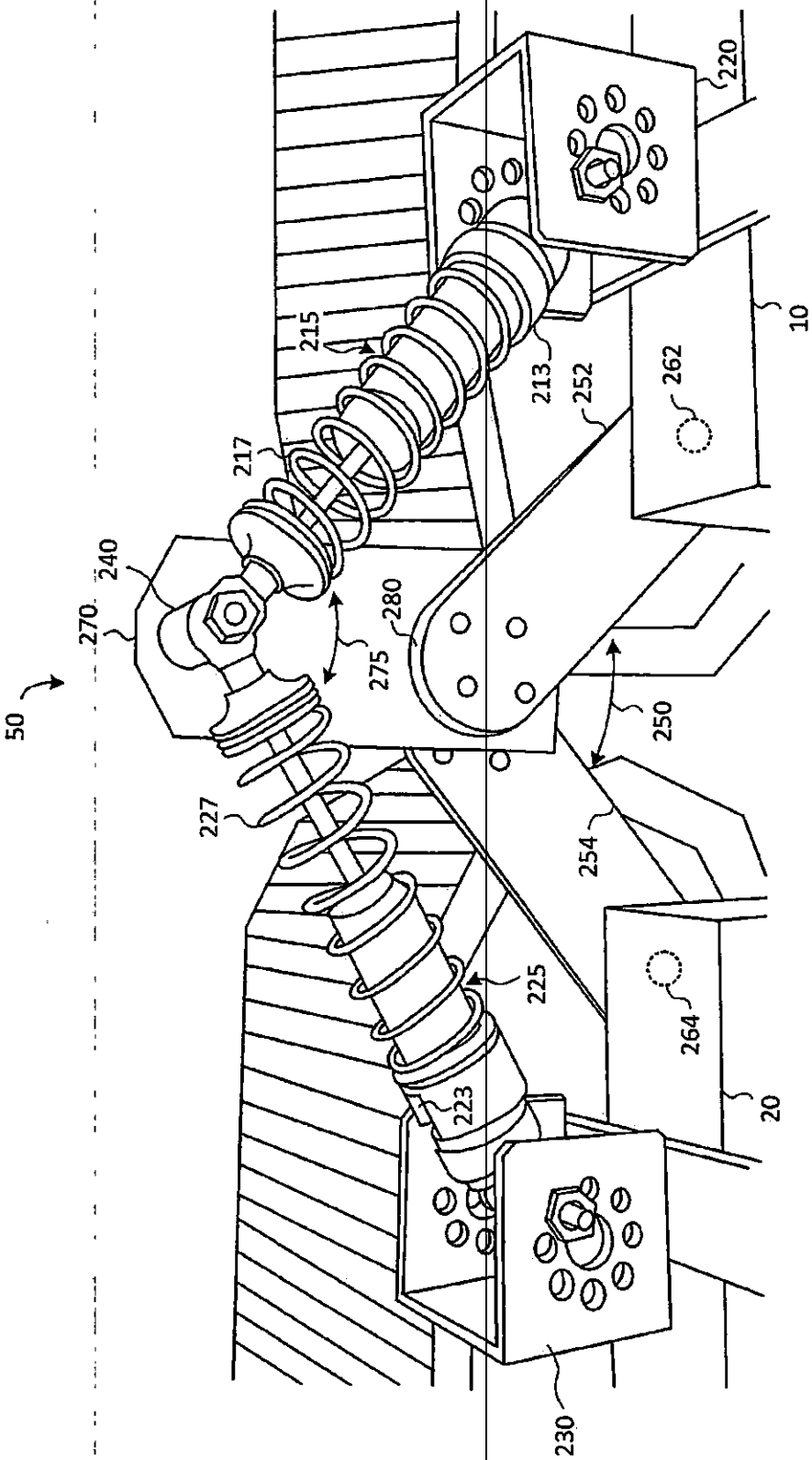

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FIG. 2

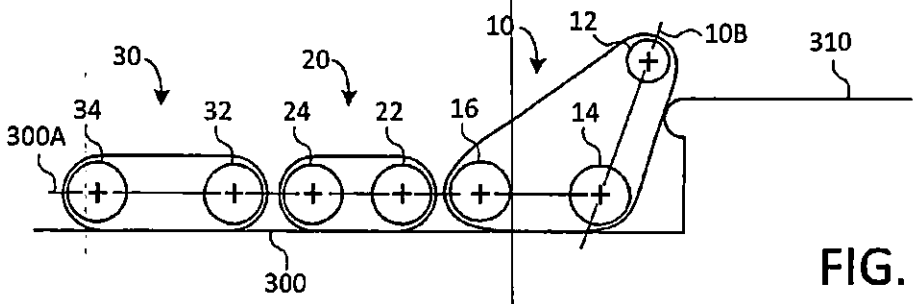


FIG. 3A

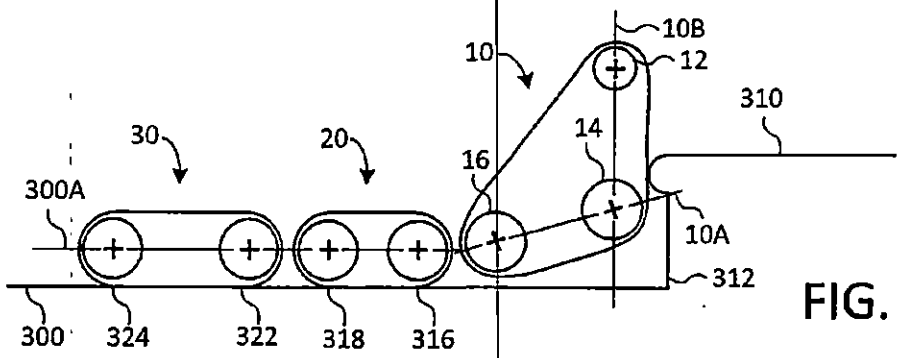


FIG. 3B

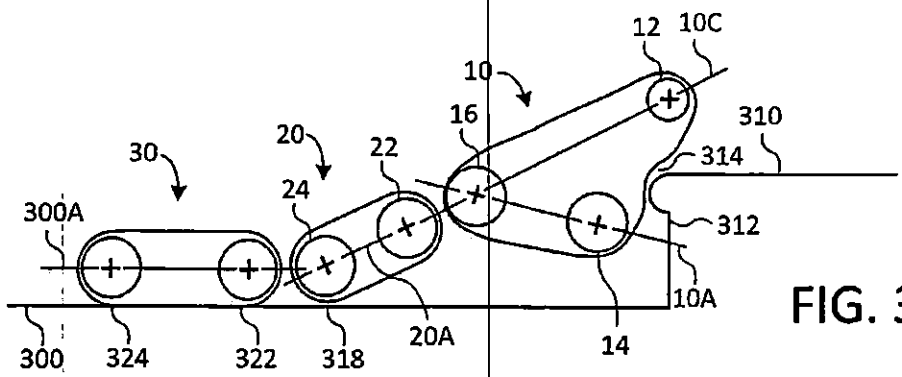


FIG. 3C

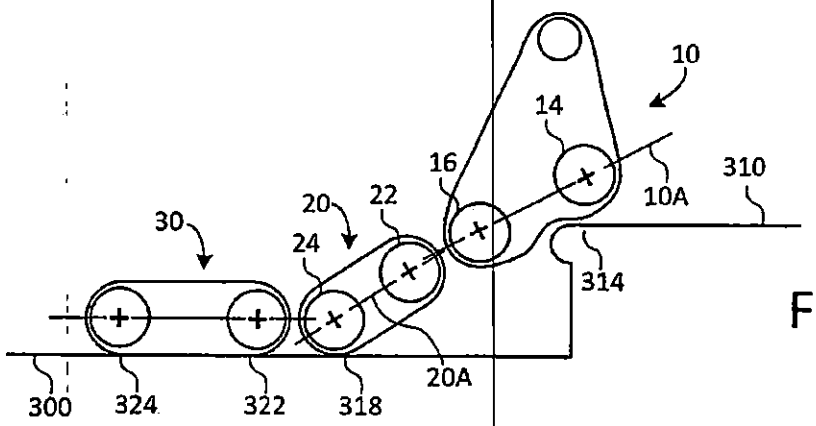


FIG. 3D

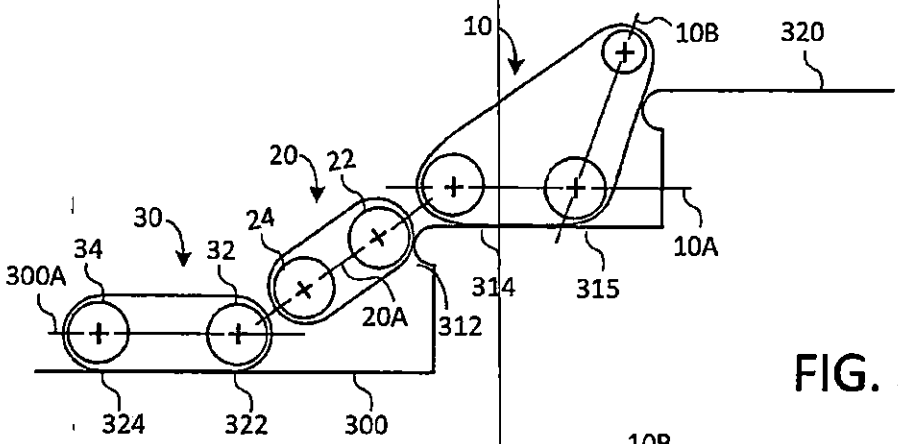


FIG. 3E

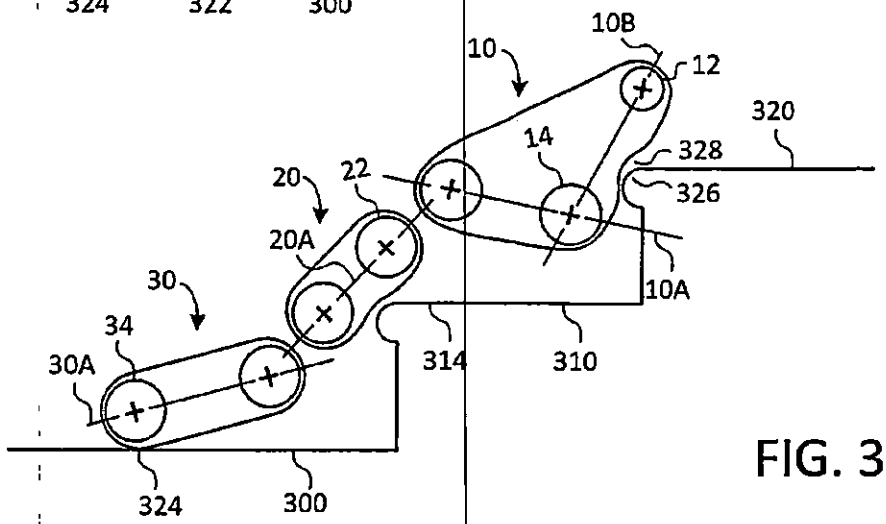


FIG. 3F

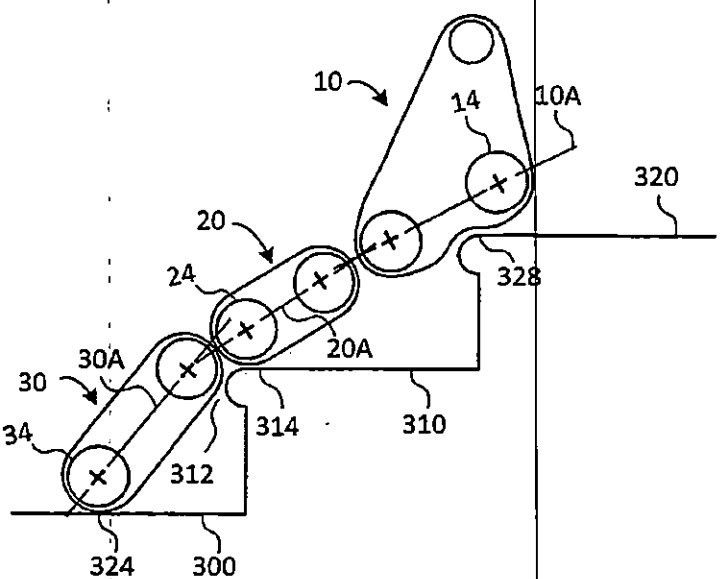


FIG. 3G

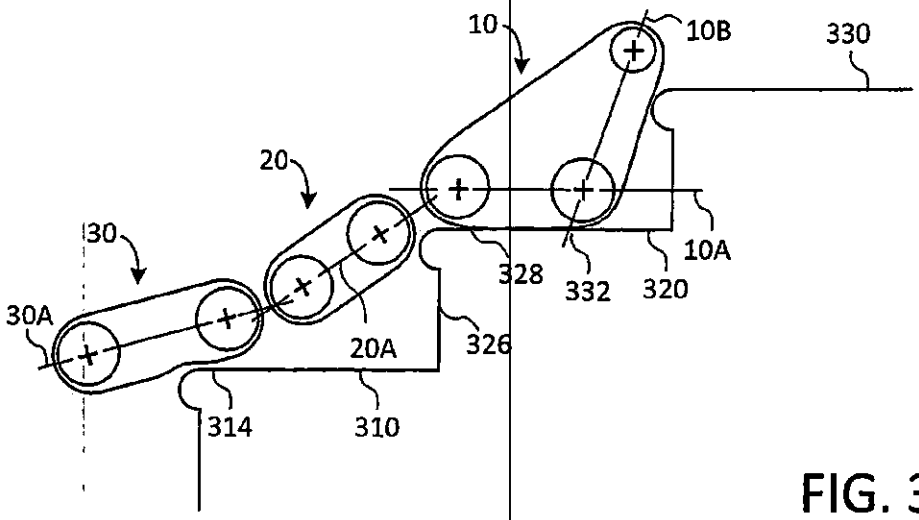


FIG. 3H

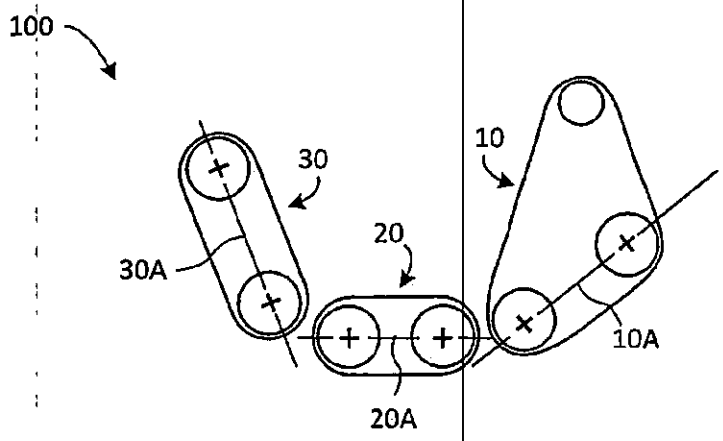


FIG. 4

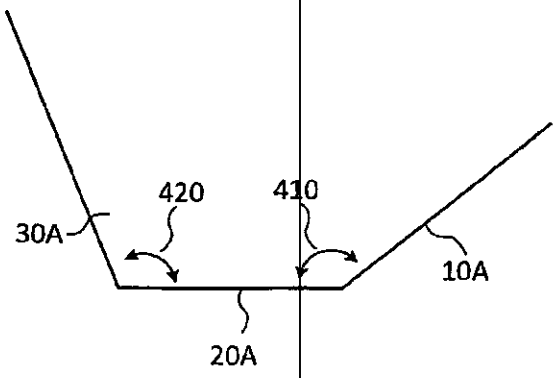


FIG. 4A

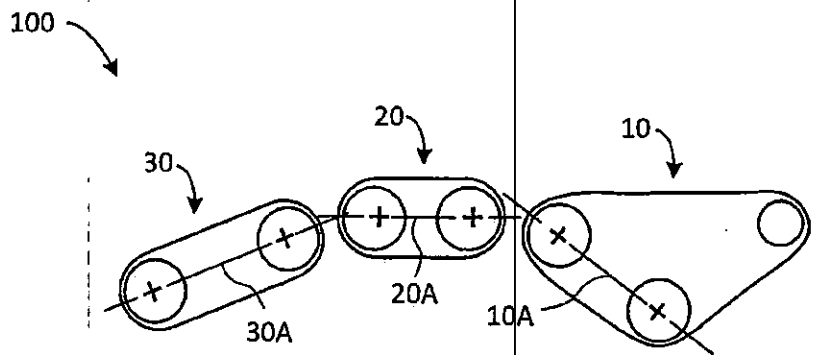


FIG. 5

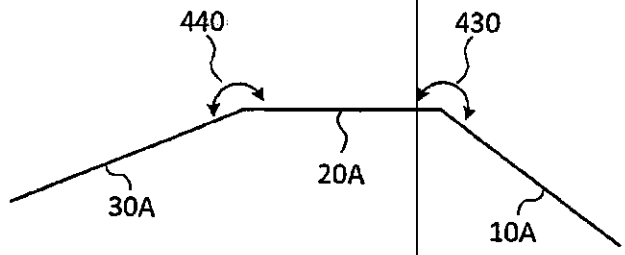


FIG. 5A

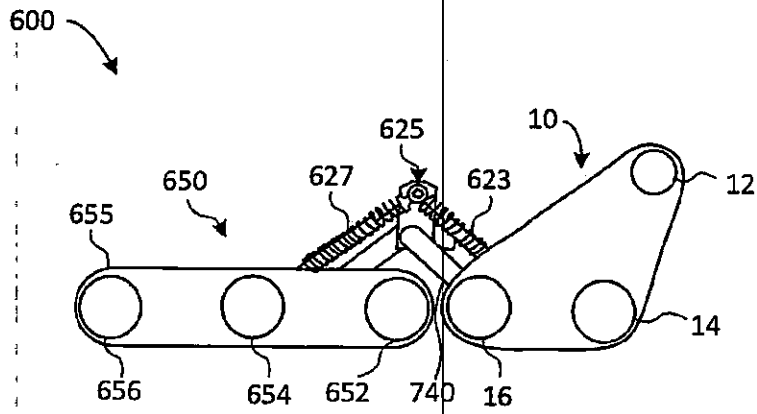


FIG. 6

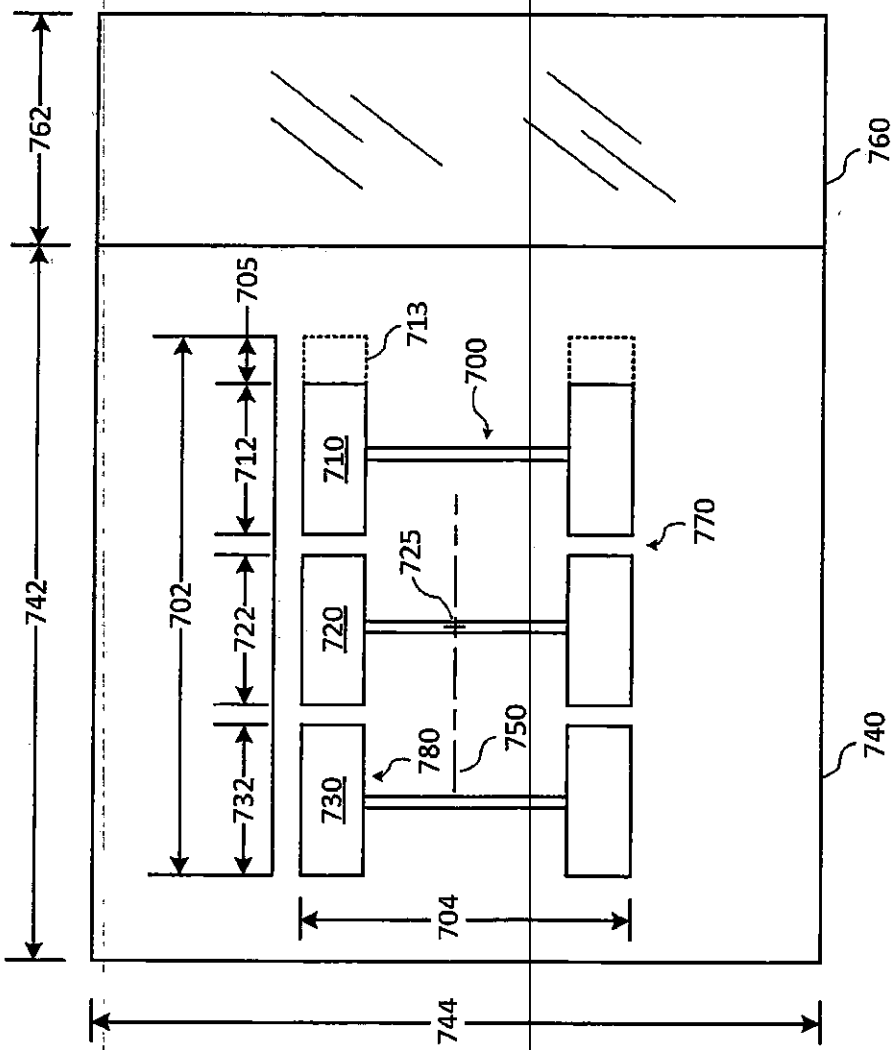

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FIG. 7

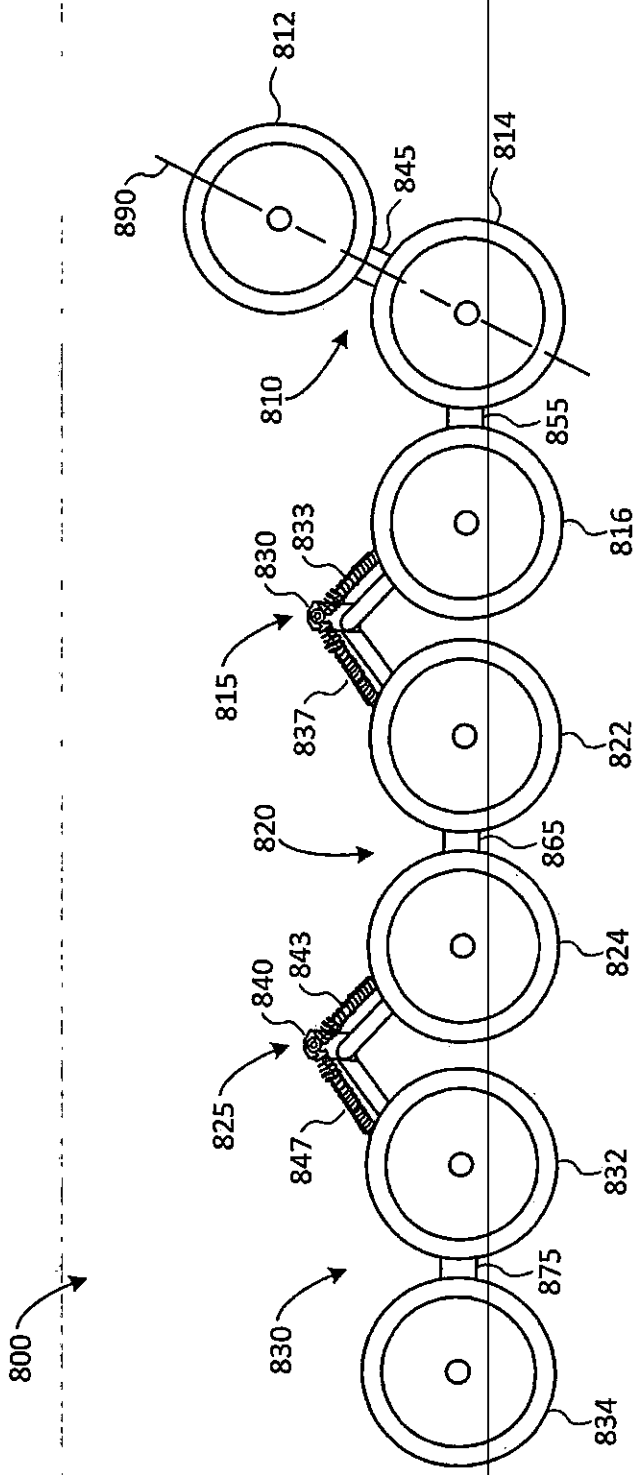

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FIG. 8

MOBILE RECONNAISSANCE APPARATUS WITH ARTICULATING TRACTION CONTROL

BACKGROUND

The uses of known automated mobile devices range from domestic applications such as vacuuming a carpet, to military and law enforcement applications such as surveillance and reconnaissance activities, to extraterrestrial space exploration. Known mobile devices may operate with remote control and wireless communications which provide instructions as to direction, speed, other operating commands, or any combination thereof.

While known mobile devices may include the ability to operate over various types of terrain, the ability to navigate over obstacles is limited by the known means of locomotion. Accordingly, the uses of these mobile devices for domestic and law enforcement applications, for example, are also limited by their inability to access areas which include difficult terrain and/or obstacles.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. **1** illustrates an example of a mobile apparatus configured with three articulating sections.

FIG. **2** illustrates an example connector located between two articulating sections of the mobile apparatus of FIG. **1**.

FIGS. **3**A-**3**H pictorially illustrate the mobile apparatus of FIG. **1** traversing a flight of stairs.

FIG. **4** illustrates the mobile apparatus of FIG. **1** articulated in a first configuration.

FIG. **4**A illustrates a conceptual view of the first configuration of FIG. **4**

FIG. **5** illustrates the mobile apparatus of FIG. **1** articulated in a second configuration.

FIG. **5**A illustrates a conceptual view of the second configuration of FIG. **5**.

FIG. **6** illustrates a mobile apparatus configured with two articulating sections.

FIG. **7** illustrates a mobile apparatus configured to operate within a confined space.

FIG. **8** illustrates a mobile apparatus configured with three articulating sections comprising wheels.

DETAILED DESCRIPTION

A mobile device with fixed wheels and/or a single track provides for a reliable mode of transportation over an even surface, but may provide relatively inflexible solutions when attempting to climb over an obstacle or traverse a sunken grade. For example, the front of the mobile device may bulldoze into the obstacle or fall into the sunken grade, and thus inhibit a forward progress of the mobile device. When the front end of the mobile device is raised onto an object or lowered into the sunken grade, most of the points of contact of the wheels and/or track may lose contact with the ground, which further impedes an ability of the mobile device to gain traction.

One such obstacle which mobile devices may have a difficult time to navigate includes stairs, which are often found in multi-level homes and office buildings. Domestic robots or remote surveillance vehicles may be confined to operating on a single level of a building due to an inability to traverse the stairway. Stairs which include an overhang, such as a "bullnose" design, may result in a catch point for the mobile device as it attempts to traverse the stair face.

In addition to the difficulties inherent with climbing a stairway, descending a stairway may subject the mobile device to intermittent changes in elevation, or falls, as the mobile device transitions from one stair to a lower stair. This can result in the mobile device tumbling end over end until it reaches the bottom of the stairway. Some conventional mobile devices include mechanisms for "righting" themselves, or turning over after having fallen down.

FIG. **1** illustrates an example of a mobile apparatus **100** configured with three articulating sections, including a first articulating section **10**, a second articulating section **20**, and a third articulating section **30**. The first articulating section **10** may comprise a leading traction control assembly **15** having a leading contact surface **13** inclined at a forward angle **15**A with respect to ground **300**. In some examples, the forward angle may be between 55 and 75 degrees; although, other angles may be used depending on the size and geometry of the stairs or other types of obstacles that are being traversed. The leading traction control assembly **15** may comprise one or more gears and/or wheels, such as an upper wheel **12**, a first wheel **14**, a second wheel **16**, or any combination thereof. In some examples, the leading traction control assembly **15** may comprise one or more tracks, such as a first track **11** and/or an opposite-side first track **19**.

The second articulating section **20** may comprise an intermediate traction control assembly **25**. The intermediate traction control assembly **25** may comprise one or more gears and/or wheels, such as a first wheel **22**, a second wheel **24**, or any combination thereof. In some examples, the intermediate traction control assembly **25** may comprise one or more tracks, such as a second track **21** and/or an opposite-side second track **29**.

Similarly, the third articulating section **30** may comprise a trailing traction control assembly **35**. The trailing traction control assembly **35** may comprise one or more gears and/or wheels, such as a first wheel **32**, a second wheel **34**, or any combination thereof. In some examples, the trailing traction control assembly **35** may comprise one or more tracks, such as a third track **31** and/or an opposite-side third track **39**. The tracks associated with the articulating sections may be configured with different types of traction surfaces, depending on what type of terrain they are being used for. For example, a rubber and/or textured compound with a high coefficient of friction may be used for relatively smooth terrains, such as marble or concrete, and a smoother track surface may be used for traversing carpet.

The mobile apparatus **100** may comprise a first connector **50** operatively coupling the first articulating section **10** to the second articulating section **20**. The first articulating section **10** may be configured to articulate relative to the second articulating section **20** in response to one or more points of contact of the leading contact surface **13** coming into contact with an obstacle. The forward angle **15**A associated with the one or more points of contact may vary according to the articulation of the first articulating section **10**.

In some examples, the second articulating section **20** may articulate relative to the first articulating section **10**. The first connector **50** may comprise a left connector operatively coupling a left side of the first articulating section **10** to a left side of the second articulating section **20**, and a right connector operatively coupling a right side of the first articulating section **10** to a right side of the second articulating section **20**.

Additionally, mobile apparatus **100** may comprise a second connector **55** operatively coupling the third articulating section **30** to the second articulating section **20**. The third articulating section **30** may be configured to articulate relative to the second articulating section **20**. In some examples, the

second articulating section **20** may articulate relative to the third articulating **30**. The second connector **55** may comprise a left connector operatively coupling a left side of the second articulating section **20** to a left side of the third articulating section **30**, and a right connector operatively coupling a right side of the second articulating section **20** to a right side of the third articulating section **30**.

A propulsion system may be configured to coordinate movement of the leading traction control assembly **15**, the intermediate traction control assembly **25**, the trailing traction control assembly **35**, or any combination thereof. For example, the propulsion system may include a leading propulsion device **42**, an intermediate propulsion device **44**, a trailing propulsion device **46**, or any combination thereof. The propulsion system may include means for providing a tractive effort of the mobile apparatus **100**.

In some examples, one or more of the propulsion devices **42, 44, 46** may comprise one or more motors. For example, leading propulsion device **42** may comprise a right motor and a left motor corresponding to the first track **11** and the opposite-side first track **19**, respectively. Intermediate propulsion device **44** may comprise a right motor and a left motor corresponding to the second track **11** and the opposite-side second track **29**, respectively. Similarly, trailing propulsion device **46** may comprise a right motor and a left motor corresponding to the third track **31** and the opposite-side third track **39**, respectively. Each section **10, 20, 30** may be independently controlled by one or two motors. In some examples, there may be a total of six motors which allow for variable power and enhanced maneuverability of the mobile apparatus **100**.

FIG. **2** illustrates an example of the first connector **50** located between two articulating sections of the mobile apparatus **100** of FIG. **1**. For example, the first connector **50** may operatively couple the first articulating section **10** to the second articulating section **20**. The first connector **50** may comprise a first connecting member **252**, which connects to the first articulating section **10** at a first pivot point **262**, and a second connecting member **254**, which connects to the second articulating section **20** at a second pivot point **264**. The first articulating section **10** may be configured to articulate about the first pivot point **262**. Additionally, the second articulating section **20** may be configured to articulate about the second pivot point **264**.

The first connecting member **252** may be connected to the second connecting member **254** at a central connection **280**. Central connection **280** may be located on a connection plate **270**. In some examples, the first connecting member **252** may be rigidly connected to the second connecting member **254** via the central connection **280**, to form an angle of connection **250**. The angle of connection **250** may be approximately perpendicular and be configured to maintain a spaced-apart relationship between the first articulating section **10** and the second articulating section **20**. Additionally, the angle of connection **250** provides for an elevated clearance area below the connection **280** and between the sections **10, 20** to avoid the first connector **50** from coming into contact with an obstacle, such as a stair.

The first connector **50** may be configured to allow the first articulating section **10** to articulate relative to the second articulating section **20**, for example, in response to one or more of the multiple points of contact of the leading contact surface **13** (FIG. **1**) coming into contact with an obstacle. The first connector **50** may provide for a flexibility in movement of the mobile apparatus **100**, and may provide for a variability in articulation angle between the first articulating section **10** and the second articulating section **20**.

The articulation of one or both of the first articulating section **10** and the second articulating section **20** may be controlled or moderated by one or more shock absorbers, such as a first shock absorber **215** and a second shock absorber **225**. The first shock absorber **215** and/or the second shock absorber **225** may be configured to control the angle of articulation between the sections **10, 20**, to apply pressure to a traction control assembly to ensure proper rotation, friction, and/or pressure points, and to absorb shock and provide for a smooth transition between obstacles, such as when the mobile apparatus **100** (FIG. **1**) navigates a series of stairs. This may help stabilize the mobile apparatus **100** as it descends the stairs, such that the speed of descent may be controlled and/or moderated during the transition from one stair to a lower stair. Additionally, one or both of the first and second shock absorbers **215, 225** may be configured to both dampen shock and to maintain a tractive effort of the leading traction control assembly **15** (FIG. **1**) in a sunken grade by exerting a spring force in the downward direction.

The first shock absorber **215** may comprise a first damping device **213** and a first bias element **217**. The first damping device **213** may comprise a pneumatic or hydraulic cylinder, for example, configured to absorb or moderate shock. The first shock absorber **215** may be connected at a first end by a first connection point **220** of the first articulating section **10**, and at a second end by a joint connection **240**. The joint connection **240** may be located on the connection plate **270**.

The first bias element **217** may comprise a spring or some other component configured to exert a compression force or a spring force. In some examples, the first damping device **213** may be configured to absorb or moderate shock during a dynamic movement of one or both of the first articulating section **10** and the second articulating section **20**. The first bias element **217** may be configured to exert the spring force during either the dynamic movement of a section, or in a static and/or passive condition.

The first bias element **217** may be configured to exert a continuous spring force. In some examples, the continuous spring force may vary as a function of the compressed state of the first bias element **217**, with a higher spring force associated with a fully compressed state (e.g., with one or both sections **10, 20** articulated upward, in a first direction of articulation), and a lower spring force associated with a more relaxed state (e.g., with one or both sections **10, 20** articulated downward, in a second direction of articulation, opposite the first direction). The compression force may continuously vary in the dynamic condition, for example, based on the amount of compression of the first bias element **217** due to the articulation of the first articulating section **10**.

The second shock absorber **225** may be coupled between the second articulating section **20** and the first connector **50**. The second shock absorber **225** may be configured similarly as the first second shock absorber **215**. For example, the second shock absorber **225** may comprise a second damping device **223** and a second bias element **227**. The second bias element **227** may comprise a spring configured to exert a continuous spring force during either the dynamic movement of a section, or in a static and/or passive operating condition. The second shock absorber **225** may be connected at a first end by a second connection point **230** of the second articulating section **20**, and at a second end by the joint connection **240**.

One or both of the bias elements **217, 227** may be configured to exert a compression force against the first articulating section **10** and/or the second articulating section **20**. For example, the first bias element **217** may be coupled between the first articulating section **10** and the first connector **50** to

exert a first compression force which is opposite in direction to the articulation of the first articulating section **10**. In a dynamic mode of operation, both the first bias element **217** and the first shock absorber **213** may be configured to provide an opposing force to the articulation of the first articulating section **10**.

The second articulating section **20** may be configured to articulate relative to the first articulating section **10**. The second bias element **227** may be configured to exert a second compression force which is opposite in direction to the articulation of the second articulating section **20**. In some examples, the first bias element **217** and/or the second bias element **227** may be configured to exert a compression force or spring force in the same direction as the articulation of the first articulating section **10** and/or the second articulating section **20**. The compression force may operate to increase or decrease an angle of articulation of the first and/or second articulating sections **10, 20**, depending on the direction of articulation, while the mobile device is traversing an obstacle. Additionally, by controlling the angle of articulation, the compression force may operate to maximize the friction force and/or points of contact between a traction device and the obstacle being traversed.

The articulation of the first articulating section **10** may increase a spring force associated with the first bias element **217** as the first shock absorber **215** is compressed. The spring force may be transferred from the first shock absorber **215** to the second shock absorber **225**. The transferred spring force may cause the second shock absorber **225** to compress which may in turn cause a second spring force associated with the second bias element **227** to increase. The second spring force may be exerted on the second articulating section **20**.

The first bias element **217** may be coupled to the first articulating section **10** at a first point, such as first connection point **220**, the second bias element **227** may be coupled to the second articulating section **20** at a second point, such as second connection point **230**, and both the first bias element **217** and second bias element **227** may be attached to the connector at a central point, such as joint connection **240**. The first, central, and second points may be configured to form a bias angle **275**. In some example, the bias angle **275** may be formed as an obtuse angle.

The bias angle **275** may vary during an articulation of the first articulating section **10** and/or the second articulating section **20**. The bias angle **275** may vary from a minimum bias angle to a maximum bias angle. In some examples, a front portion of the second articulating section **20** may be configured to raise in response to the bias angle **275** reaching the maximum bias angle. At the maximum bias angle, the first hydraulic shock absorber **215** and/or the second hydraulic shock absorber **225** may be fully compressed.

In some examples, the second connector **55** (FIG. **1**) may be configured similarly as the first connector **50** illustrated with reference to FIG. **2**. For example, a bias assembly associated with the second connector may be configured to exert a compressive force which is opposite in direction to the articulation of the third articulating section **30** relative to the second articulating section **20**. The bias assembly may comprise a third bias element coupled between the third articulating section **30** and the second connector **55**, and a fourth bias element may be coupled between the second articulating section **20** and the second connector **55**.

The third bias element may be configured to exert a compression force which is opposite in direction to the articulation of the third articulating section **30** relative to the second articulating section **20**. The fourth bias element may be configured to exert a compression force which is opposite in direction to the articulation of the second articulating section **20** relative to the third articulating section **30**. In some examples, the third bias element and/or the fourth bias element may be configured to exert a compression force or spring force in the same direction as the articulation of the third articulating section **30** and/or the second articulating section **20**. The third bias element and the fourth bias element associated with second connector **55** may be arranged together to form a second bias angle, similar to the bias angle **275** of FIG. **2**.

FIGS. **3A-3H** pictorially illustrate the mobile apparatus **100** of FIG. **1** traversing a flight of stairs, including a first stair **310**. With reference to FIG. **3A**, the mobile apparatus **100** begins with all three sections **10, 20, 30** located on the ground **300**. Additionally, sections **10, 20, 30** may all be positioned at an approximately parallel angle **300A** to the ground **300**. The parallel angle **300A** may intersect one or more of wheels **14, 16, 22, 24, 32**, and **34**.

In some examples, a lower portion of the first articulating section **10**, comprising the first wheel **14** and the second wheel **16**, and a lower portion of the second articulating section **20**, comprising the first wheel **22** and the second wheel **24**, may be arranged in a substantially parallel position when the mobile apparatus **100** travels over a relatively flat surface, such as the ground **300**.

The first articulating section **10** may comprise an inclined approach angle **10B** and be associated with a height **301**. The inclined approach angle **10B** may comprise an angle that is formed through the centerpoints of the upper wheel **12** and the first wheel **14** of the first traction control **10**. In another example, the inclined approach angle **10B** may correspond to an angle of a track located on the leading contact surface of the first articulating section, such as the forward angle **15A** of the leading traction control assembly **15** (FIG. **1**).

The height **301** of the first articulating section **10** may be equal to or greater than a stair height **302** associated with the first stair **310**. By having at least a portion of the first articulating section **10** located above the stair height **302**, the corner of the stair, shown as having a "bull-nose" design, can be easily navigated. The combination of the inclined approach angle **10B** and the height **301** provide for multiple points of contact of the surface of the first articulating section **10**, located between the upper wheel **12** and the first wheel **14**, for traversing the first stair **310**.

FIG. **3B** illustrates the mobile apparatus **100** of FIG. **1** with the second traction control **20** remaining substantially parallel to the ground **300** when the front end of the first articulating section **10**, including the upper wheel **12** and the first wheel **14**, raises off the ground **300**. As the first articulating section **10** climbs up a face **312** of the stair **310**, the inclined approach angle **10B** may increase until it reaches vertical. In some examples, a maximum upward articulation angle of the first articulating section **10** may be associated with the inclined approach angle **10B** located in the vertical position.

The inclined approach angle **10B** may be allowed to increase due, at least in part, to the articulation of the first articulating section **10** relative to the second articulating section **20**. The second and third articulating sections **20, 30** may remain substantially parallel to each other, at the parallel angle **300A**, as the front end of the first articulating section **10** raises off the ground **300**. A leading section approach angle **10A**, passing through the center points of the first wheel **14** and the second wheel **16** of the first articulating section **10**, may be considered positive in this position.

The articulating sections **10, 20, 30** of the mobile apparatus **100** may be positioned such that at any given moment, multiple points of contact are being made while moving, climb-

ing, or descending stairs and/or other obstacles. For example, as the first articulating section **10** climbs the stair **310**, the mobile apparatus **100** may be configured to maintain a tractive effort on the ground at contact points **316, 318, 322,** and **324** associated with the second and third articulating sections **20, 30,** respectively.

FIG. **3C** illustrates a further articulation of the first articulating section **10** in a downward direction, as a front end of the second articulating section **20,** including first wheel **22,** lifts off the ground **300.** Whereas the inclined approach angle **10A** may be considered positive with reference to FIG. **3B** as the mobile apparatus **100** initially climbs the face **312** of the stair **310,** the inclined approach angle **10A** may be considered negative as one or more contact points of the leading contact surface of the first articulating section **10** transition from the face **312** to a top surface **314** of the first stair **310.**

A maximum downward articulation angle **10C** may be associated with the negative angle of incline of the inclined approach angle **10A.** In some examples, the maximum downward articulation angle **10C** may pass through the center points of the upper wheel **12** and the second wheel **16** of the first articulating section **10,** and be approximately parallel with an intermediate section approach angle **20A** passing through the center points of the first wheel **22** and the second wheel **24** of the second articulating section **20.** In some examples, the maximum downward articulation angle **10C** may be greater than the intermediate section approach angle **20A.** The negative angle of incline of the inclined approach angle **10A** may allow the leading contact surface of the first articulating section **10** to increase the amount of tractive effort on the top surface **314** of the first stair **310.**

FIG. **3D** illustrates a further articulation of the first articulating section **10** in an upward direction, as the first wheel **14** of the first articulating section **10** traverses the top surface **314** of the first stair **310.** In this position, the leading edge approach angle **10A** may be nearly parallel with the intermediate section approach angle **20A.** Although the first wheel **22** of the second articulating section **20** may be raised off the ground **300,** the second articulating section **20** may remain in contact with the ground **300** at contact point **318** due to the articulation between the second and third articulating sections **20, 30.** Additionally, the third articulating section **30** may maintain tractive effort with the ground **300** through multiple points of contact **322, 324.**

The points of contact **312, 314, 316, 318, 320, 322, 324, 326, 328, 332** may be referenced together with one or more of the wheels **12, 14, 16, 22, 24, 32, 34;** however, it should be understood that other points of contact may be made with other parts of the articulating section **10, 20, 30,** including portions of track intermediate the wheels, e.g., secondary contact points. In some examples, the primary points of contact associated with the wheels may provide for greater tractive effort than the second points of contact as the weight of the mobile apparatus **100** may provide more friction force at the contact points which are directly adjacent and/or below the wheels. Accordingly, the number of wheels that are in direct (or indirect) contact with the obstacle may greatly influence the total available tractive effort at the various stages of movement. Having a mobile apparatus with multiple articulating sections helps maximize the number of the primary contact points which remain in contact with the ground and/or the obstacle being traversed.

FIG. **3E** illustrates the mobile apparatus **100** of FIG. **1** in which the first articulating section **10** may be positioned on the first stair **310,** and the third articulating section **30** may remain completely on the ground **300.** The leading section approach angle **10A** associated with the first articulating section **10** may be substantially parallel with the top surface **314** of the first stair **310.** Additionally, the first articulating section **10** may provide tractive effort at multiple points of the top surface **314** including contact point **315.** The inclined approach angle **10B** of the first articulating section **10** may traverse a second stair **320** in a similar manner as described with reference to FIG. **3B.**

The second articulating section **20** is shown suspended between the ground **300** and the first stair **310.** With the first articulating section **10** located on the first stair **310,** the second articulating section **20** may make contact with the face **312** of the first stair **310** at a contact point associated with the first wheel **22.** The contact at the face **312** may provide additional tractive effort to lift the second articulating section **20** up and over the face **312** of the first stair **310.**

With reference to FIG. **2,** the angle of connection **250** associated with the first connector **50** may be positioned intermediate the face **312** and the top surface **314** in order to provide clearance of the first connector **50** with the corner of the first stair **310.** The third articulating section **30** may remain in contact with the ground **300** at multiple contact points **322, 324.** In this position, the first wheel **32** and the second wheel **34** of the third articulating section **30** may be at the parallel angle **300A** with respect to the ground.

Although the second articulating section **20** may be suspended between the ground **300** and the first stair **310,** since both the first articulating section **10** and the third articulating section **30** may maintain multiple points of contact with the ground **300** and top surface **314** of the first stair **310,** the mobile apparatus **100** is provided with sufficient tractive effort to continue traversing the obstacle without stalling.

FIG. **3F** illustrates the mobile apparatus **100** climbing both the first stair **310** and the second stair **320.** In some examples, the inclined approach angle **10A** may represent the maximum downward articulation angle when the mobile apparatus **100** is in this position. The negative angle of incline of the inclined approach angle **10B** may allow the leading contact surface of the first articulating section **10** to increase the amount of tractive effort on the top surface **328** of the second stair **328,** as the first articulating section **10** transitions up and over the face **326** of the second stair **320.**

One or more of the bias elements (e.g., the first and/or second bias elements **217, 227**) may be configured to exert a spring force which further promotes the articulation of the first articulating section in the downward direction, and results in the inclined approach angle **10B** being negative. Additionally, the multi-section articulation of the mobile apparatus **100** may be configured to allow the second articulating section **20,** including the first wheel **22,** to increase the amount of tractive effort on the top surface **314** of the first stair **210,** as the second articulating section **20** transitions onto the first stair **310.**

A front end of the third articulating section **30** is shown lifted off the ground **300;** however, the second wheel **34** may remain in contact with the ground at contact point **324.** In this position, a third section approach angle **30A** associated with the third articulating section may no longer be parallel with the ground **300.** In this position, the leading section approach angle **10A** may be considered as being a negative inclined angle (or associated with a negative amount of articulation), and the trailing section approach angle **30A** may be considered as being a positive inclined angle (or associated with a positive amount of articulation). By articulating in multiple directions, each of the section **10, 20, 30** may simultaneously provide tractive effort on a top surface **328, 314, 324** of the second stair **320,** the first stair **310,** and the ground **300,** respectively.

FIG. 3G illustrates a further articulation of the first articulating section **10** in an upward direction, as the first wheel **14** of the first articulating section **10** traverses the top surface **328** of the second stair **320**. In this position, each of the sections **10, 20, 30** may simultaneously provide tractive effort on the three surfaces **328, 314, 324** of the second stair **320**, the first stair **310**, and the ground **300**, respectively. Similarly, the three sections **10, 20, 30** may simultaneously contact the top surface of any three consecutive stairs in a flight of stairs.

In this position, the leading section approach angle **10A** may be considered as being at a slightly negative inclined angle (or associated with a negative amount of articulation), and the trailing section approach angle **30A** may also be considered as being a negative inclined angle (or associated with a negative amount of articulation). The mobile apparatus **100** may be configured to maintain tractive effort on the three surfaces **328, 314, 324** even though any one, or all, of the sections **10, 20, 30** may not be parallel with the surfaces **328, 314, 324**, respectively.

FIG. 3H illustrates the mobile apparatus **100** of FIG. **1** in which the first articulating section **10** may be positioned on the second stair **320**, and the third articulating section **30** may be partially located on the first stair **310**. Operation of the mobile apparatus **100** in this position may be similar to that described with reference to FIG. 3E.

The leading section approach angle 10A associated with the first articulating section **10** may be substantially parallel with the top surface **328** of the second stair **310**. Additionally, the first articulating section **10** may provide tractive effort at multiple points of the top surface **328** including contact point **332**. The inclined approach angle 10B of the first articulating section **10** may traverse a third stair **330** in a similar manner as described with reference to FIG. 3B.

The second articulating section **20** may be suspended between the first stair **310** and the second stair **320**. With the first articulating section **10** located on the second stair **310**, the second articulating section **20** may contact with the face **326** of the second stair **320**. The contact at face **326** may provide tractive effort to lift the second articulating section **20** up and over the face **326** of the second stair **320**. The third articulating section **30** may remain in partial contact with the ground **300** at contact point **324** to provide additional tractive effort.

Although the second articulating section **20** may be suspended between the first stair **310** and the second stair **320**, since both the first articulating section **10** and the third articulating section **30** may maintain points of contact with the ground **300** and the top surface **328** of the second stair **320**, the mobile apparatus **100** is provided with sufficient tractive effort to continue traversing the obstacle without stalling.

Although the above description is of the mobile apparatus **100** traversing a flight of stairs, it will be appreciated that other obstacles may be traversed using the same or similar principles of locomotion. For example, the first articulating section **10** may articulate in a downward direction in response to the front end of the mobile apparatus **100** traversing a sunken grade. The lower portion of the intermediate articulating section **20** may remain substantially parallel to the ground when the first articulating section **10** articulates in the downward direction.

FIG. **4** illustrates the mobile apparatus **100** of FIG. **1** articulated in a first position. By way convention, the first articulating section **10** may be described as being articulated in an upward or positive direction, with respect to the second articulating section **20**. Similarly, the third articulating section **30** may be described as being articulated in an upward or positive direction, with respect to the second articulating section **20**. In some examples, the intermediate articulating section **20** may be understood to articulate about one or both of the first articulating section **10** and the third articulating section **30**.

The ability to articulate in an arcuated fashion enables the mobile apparatus **100** to climb a vertical surface having a height greater than height **301** (FIG. 3A) without the mobile apparatus **100** tumbling backwards. Similarly, the ability to articulate one or more sections enables the mobile apparatus **100** to descend a relatively tall object and/or flight of stairs without tumbling forward, end over end.

FIG. **4A** illustrates a conceptual view of the first position of FIG. **4**. The positive articulation of the first articulating section **10** may be illustrated by a first positive angle **410**. The first positive angle **410** may be associated with the angle between the leading section approach angle 10A and the intermediate section approach angle **20A**. Additionally, a second positive angle **420** may be associated with the angle between the trailing section approach angle **30A** and the intermediate section approach angle **20A**. In some examples, the first positive angle **410** may be associated with an angle of between 140 and 160 degrees. Similarly, the second positive angle **420** may be associated with an angle of between 115 and 135 degrees. Other angles may be used depending on the size and geometry of the stairs or other types of obstacles that are being traversed. In other examples, first and positive angles **410** and **420** may be associated with maximum angles of articulation which are the same, or nearly the same as each other. The maximum angle of articulation may be between 115 and 160 degrees.

FIG. **5** illustrates the mobile apparatus **100** of FIG. **1** articulated in a second position. By way convention, the first articulating section **10** may be described as being articulated in a downward or negative direction, with respect to the second articulating section **20**. Similarly, the third articulating section **30** may be described as being articulated in a downward or negative direction, with respect to the second articulating section **20**.

FIG. **5A** illustrates a conceptual view of the second position of FIG. **5**. The negative articulation of the first articulating section **10** may be illustrated by a first negative angle **430**. The first negative angle **430** may be associated with the angle between the leading section approach angle **10A** and the intermediate section approach angle **20A**. Additionally, a second negative angle **440** may be associated with the angle between the trailing section approach angle **30A** and the intermediate section approach angle **20A**. In some examples, the first negative angle **430** may be associated with an angle of between 200 and 220 degrees. Similarly, the second negative angle **440** may be associated with an angle of between 190 and 210 degrees. Other angles may be used depending on the size and geometry of the stairs or other types of obstacles that are being traversed. In other examples, first and second negative angles **430** and **440** may be associated with maximum angles of articulation which are the same, or nearly the same as each other. The maximum angle of articulation may be between 190 and 220 degrees.

Although two different positions are shown in FIGS. **4** and **5**, other permutations of the articulating sections are possible, including an example of the first positive angle **410** combined with the second negative angle **440**, and an example of the second positive angle **420** combined with the first negative angle **430**, by way of two further non-limiting examples.

FIG. **6** illustrates a mobile apparatus **600** configured with two articulating sections, including the first articulating section **10** and a second section **650**. The first articulating section **10** may be similar to that described with respect to FIG. **1**,

including a leading traction control assembly comprising one or more gears and/or wheels, such as the upper wheel **12**, the first wheel **14**, the second wheel **16**, or any combination thereof.

The second section **650** may comprise a second traction control assembly **655** including one or more gears and/or wheels, such as a first wheel **652**, a second wheel **654**, a third wheel **656**, or any combination thereof. Although FIG. **6** illustrates a right side of the mobile apparatus **600**, it should be understood that there may be an opposite, left side with corresponding traction control assembly, track, gears, and/or wheels similar to that described above.

Mobile apparatus **600** may comprise a connector **625** configured to operatively couple the first articulating section **10** to the second section **650**. The connector **625** may comprise one or more connecting members and/or pivot points about which the first articulating section **10** and/or the second section **650** may articulate. The connector **625** may be configured to allow the first articulating section **10** to articulate relative to the second section **650**, for example, in response to one or more points of contact of the first articulating section **10** coming into contact with an obstacle. The connector **625** may provide for flexibility in movement of the mobile apparatus **600**, and may provide for a variability in angle between the first articulating section **10** and the second section **650**.

The articulation of one or both of the first articulating section **10** and the second section **650** may be controlled or moderated by one or more bias elements, such as a first bias element **623** and/or a second bias element **627**. The bias elements **623**, **627** may be configured to control an angle of articulation between the sections **10**, **625**, to apply pressure to the traction control assembly to ensure proper rotation, friction, and/or pressure points, and to absorb shock and provide for a smooth transition between obstacles, such as when the mobile apparatus **600** navigates a series of stairs. In some examples, one or both of the first and/or second bias elements **623**, **627** may be configured to both dampen shock and to maintain a tractive effort of the mobile apparatus **600**.

The second bias element **627** may be coupled between the second section **650** and the connector **625**, and may be configured similarly as the first bias element **623**. The first bias element **623** may be configured to exert a spring force during either a dynamic movement of a section, or while the mobile apparatus **600** is in a static and/or passive condition. The first bias element **623** may be configured to exert a continuous spring force. In some examples, the continuous spring force may vary as a function of the compressed state of the first bias element **623**, with a higher spring force associated with a fully compressed state (e.g., with one or both sections **10**, **625** articulated in a first direction of articulation), and a lower spring force associated with a more relaxed state (e.g., with one or both sections **10**, **625** articulated in a second direction of articulation, opposite the first direction).

One or both of the bias elements **623**, **627** may be configured to exert a compression force against the first articulating section **10** and/or the second section **650**. For example, the first bias element **623** may be coupled between the first articulating section **10** and the connector **625** to exert a first compression force which is opposite in direction to the articulation of the first articulating section **10**. The second section **623** may be configured to articulate relative to the first articulating section **10**. The second bias element **627** may be configured to exert a second compression force which is opposite in direction to the articulation of the second section **650**. In some examples, the first bias element **623** and/or the second bias element **627** may be configured to exert a compression force or spring force in the same direction as the articulation of the first articulating section **10** and/or the second section **650**.

The articulation of the first articulating section **10** may increase a spring force associated with the first bias element **623**. The spring force may be transferred from the first bias element **623** to the second bias element **627**. The transferred spring force may cause the second bias element **623** to compress which may in turn cause a second spring force associated with the second bias element **627** to increase. In some example, a bias angle between the first and second bias elements **623**, **627** may be foamed as an obtuse angle.

FIG. **7** illustrates a mobile apparatus **700** configured to operate within a confined space, such as a stair landing **740**. The mobile apparatus **700** may comprise a first section **710**, a second section **720**, a third section **730**, or any combination thereof. In some examples, a mobile apparatus comprising two sections, such as mobile apparatus **600**, may be configured to navigate the stair landing **740**. The stair landing **740** may be located at the base of a flight of stairs, intermediate two flights of stairs, in a stairwell, at a ninety degree intersection and/or turn between adjoining sections of stairs, or any combination thereof.

For applications involving multi-level residences and office buildings, the mobile apparatus **700** may be required to navigate one or more stair landings, such as stair landing **740**, in order to navigate between different floors of the building. The ability to navigate stairways and stair landings may be useful for telepresence applications, such as where the mobile apparatus **700** may be used to remotely monitor the health and/or well-being of a resident. For example, a camera may be installed on the mobile apparatus **700** to monitor the surroundings via a video and/or audio feed.

Additionally, Mobile apparatus **700** may be used for law enforcement or military reconnaissance missions where the mobile apparatus **700** may be required to search multiple levels and/or floors of a building. For example, the mobile apparatus **700** may be configured to search for survivors, suspects, terrorists, explosive devices, etc. in conditions which may be potentially hazardous or hostile to a human agent, including radioactive operating conditions.

The length of a stair in many residential and commercial buildings typically varies from between three feet (0.91 meters) to four feet (1.22 meters). The corresponding landing length **744** may be equal to the length of the stair **760**. Similarly, the landing width **742** may be equal to the landing length **744**, forming an approximately square stair landing. The overall length **702** of the mobile apparatus **700** may be less than both the landing width **742** and the landing length **744**. Similarly, the overall width **704** of the mobile apparatus **700** may be less than both the landing width **742** and the landing length **744**. In some examples, the overall length **702** may be approximately two and a half feet (0.76 meters) and the overall width **704** may be approximately one and a half feet (0.46 meters), although, other lengths may be used depending on the size and geometry of the sections, stairs or other types of obstacles that are being traversed.

One or more of the articulating sections **710**, **720**, and/or **730** may comprise a right traction control assembly **770** and a left traction control assembly **780**. A propulsion system may be configured to cause the right traction control assembly **770** to move in an opposite rotational orientation as the left traction control assembly **780**. For example, the mobile apparatus **700** may be configured to rotate in place about an approximate central point **725** of the mobile apparatus **700**, while being located on the stair landing **740**. The central point **725** may be located on a longitudinal centerline **750** of the mobile apparatus **700**.

Typical stairs in many residential and commercial buildings may have a tread depth **762** of approximately nine inches (22.9 centimeters) to twelve inches (30.5 centimeters). In some examples, the lengths of one or more of the first section **710**, the second section **720**, and/or the third section **730** may be equal to or less than the tread depth **762**.

The first section **710** may have a first footprint **712** of between five inches (12.7 centimeters) and twelve inches (30.5 centimeters) in length. In some examples, the first footprint **712** may be approximately eight and a half inches (21.6 centimeters) in length. The first section **710** additionally may have a leading edge length **705** associated with a leading contact surface **713**, similar to leading contact surface **13** of FIG. **1**, which may be inclined with respect to the surface of the stair landing **740** and/or the stair **760**. The leading edge length **705** may be between one inch (2.5 centimeters) and six inches (15.2 centimeters). In some examples, the leading edge length **705** may be approximately two inches (5.1 centimeters).

Typical stairs in many residential and commercial buildings may have a riser height of between four inches (10.2 centimeters) and eight inches (20.3 centimeters). In some examples, a height of the first section **710** and/or the leading contact surface **713** may be equal to or greater than the riser height of the stair **760**.

The second section **720** may have a second footprint **722** of between five inches (12.7 centimeters) and twelve inches (30.5 centimeters) in length. In some examples, the second footprint **722** may be approximately eight and a half inches (21.6 centimeters) in length. The third section **730** may have a third footprint **732** of between five inches (12.7 centimeters) and twelve inches (30.5 centimeters) in length. In some examples, the third footprint **732** may be approximately ten and a half inches (26.7 centimeters) in length.

FIG. **8** illustrates a mobile apparatus **800** configured with three articulating sections, including a first articulating section **810**, a second articulating section **820**, and a third articulating section **830**. The three articulating sections **810**, **820**, **830** may comprise two or more wheels configured as traction devices. The first articulating section **810** may comprise a leading traction control assembly comprising an upper wheel **812**, a first wheel **814**, and a second wheel **816**. The upper wheel **812** and the first wheel **814** may be inclined or positioned at a forward angle **812**. The upper wheel **812** may be connected to the first wheel **814** by a first linkage **845**. The first wheel **814** may be connected to the second wheel **816** by a second linkage **855**.

The second articulating section **820** may comprise a second traction control assembly comprising a first wheel **822** and a second wheel **824**. The first wheel **822** may be connected to the second wheel **824** by a third linkage **865**. Additionally, a first connector **815** may be configured to operatively couple the first articulating section **810** to the second articulating section **820**. The first connector **815** may comprise one or more connecting members **830** and/or pivot points about which the first articulating section **810** and/or the second articulating section **820** may articulate. The first connector **815** may be configured to allow the first articulating section **810** to articulate relative to the second articulating section **820**, for example, in response to one or more points of contact of the first articulating section **810** coming into contact with an obstacle. The first connector **815** may provide for flexibility in movement of the mobile apparatus **800**, and may provide for a variability in angle between the first articulating section **810** and the second articulating section **820**.

The articulation of one or both of the first articulating section **810** and the second articulating section **820** may be controlled or moderated by one or more bias elements, such as a first bias element **833** and/or a second bias element **837**. The bias elements **833**, **837** may be configured to control an angle of articulation between the sections **810**, **820**, to apply pressure to one or more wheels to ensure proper rotation, friction, and/or pressure points, and to absorb shock and provide for a smooth transition between obstacles, such as when the mobile apparatus **800** navigates a series of stairs. In some examples, one or both of the first and/or second bias elements **833**, **837** may be configured to both dampen shock and to maintain a tractive effort of the mobile apparatus **800**.

The third articulating section **830** may comprise a third traction control assembly comprising a first wheel **832** and a second wheel **834**. The first wheel **832** may be connected to the second wheel **834** by a fourth linkage **875**. Additionally, a second connector **825** may be configured to operatively couple the second articulating section **820** to the third articulating section **830**. The second connector **825** may comprise one or more connecting members **840** and/or pivot points about which the second articulating section **820** and/or the third articulating section **830** may articulate. The second connector **825** may be configured to allow the second articulating section **820** to articulate relative to the third articulating section **830**, for example, in response to one or more points of contact of the second articulating section **820** coming into contact with an obstacle. The second connector **825** may provide for flexibility in movement of the mobile apparatus **800**, and may provide for a variability in angle between the second articulating section **820** and the third articulating section **830**.

The articulation of one or both of the second articulating section **820** and the third articulating section **830** may be controlled or moderated by one or more bias elements, such as a fourth bias element **843** and/or a fifth bias element **847**. The bias elements **843**, **847** may be configured to control an angle of articulation between the sections **820**, **830** to apply pressure to one or more wheels to ensure proper rotation, friction, and/or pressure points, and to absorb shock and provide for a smooth transition between obstacles, such as when the mobile apparatus **800** navigates a series of stairs. In some examples, one or both of the third and/or fourth bias elements **843**, **847** may be configured to both dampen shock and to maintain a tractive effort of the mobile apparatus **800**.

Although FIG. **8** illustrates a right side of the mobile apparatus **800**, it should be understood that there may be an opposite, left side with corresponding traction control assemblies similar to that described above.

The lengths, widths, heights, and angles described herein are for illustrative purposes only. For example, the dimensions associated with stairs may be associated with various U.S. and/or international standards; however, stairs and/or other obstacles having different dimensions are also contemplated herein.

Although various examples are illustrated with one or more gears, wheels, and/or tracks configured for locomotion, it should be appreciated that some examples may employ any combination of these elements, including the omission of one more tracks, for example. Similarly, the number of gears and/or wheels is provided for illustrative purposes only, and in some examples, fewer or more gears and/or wheels may be used. One or more section may utilize a track, whereas another section may utilize wheels for tractions. In one example, a front section comprises a track as a traction device, and two trailing sections comprise wheels for traction devices.

The system and apparatus described above may use dedicated processor systems, microcontrollers, programmable

logic devices, microprocessors, or any combination thereof, to perform some or all of the operations described herein. Some of the operations described above may be implemented in software and other operations may be implemented in hardware. One or more of the operations, processes, and/or methods described herein may be performed by an apparatus, a device, and/or a system substantially similar to those as described herein and with reference to the illustrated figures.

The processing device may execute instructions or "code" stored in memory. The memory may store data as well. The processing device may include, but may not be limited to, an analog processor, a digital processor, a microprocessor, a multi-core processor, a processor array, a network processor, or the like. The processing device may be part of an integrated control system or system manager, or may be provided as a portable electronic device that may be configured to interface with a networked system, locally and/or remotely, via a wireless transmission.

The processor memory may be integrated together with the processing device, for example RAM or FLASH memory disposed within an integrated circuit microprocessor or the like. In other examples, the memory may comprise an independent device, such as an external disk drive, a storage array, a portable FLASH key fob, or the like. The memory and processing device may be operatively coupled together, or in communication with each other, for example by an I/O port, a network connection, or the like, and the processing device may read a file stored on the memory. Associated memory may be "read only" by design (ROM) by virtue of permission settings, or not. Other examples of memory may include, but may not be limited to, WORM, EPROM, EEPROM, FLASH, or the like, which may be implemented in solid state semiconductor devices. Other memories may comprise moving parts, such as a known rotating disk drive. All such memories may be "machine-readable" and may be readable by a processing device.

Operating instructions or commands may be implemented or embodied in tangible forms of stored computer software (also known as "computer program" or "code"). Programs, or code, may be stored in a digital memory and may be read by the processing device. "Computer-readable storage medium" (or alternatively, "machine-readable storage medium") may include all of the foregoing types of memory, as well as new technologies of the future, as long as the memory may be capable of storing digital information in the nature of a computer program or other data, at least temporarily, and as long as the stored information may be "read" by an appropriate processing device. The term "computer-readable" may not be limited to the historical usage of "computer" to imply a complete mainframe, mini-computer, desktop or even laptop computer. Rather, "computer-readable" may comprise storage medium that may be readable by a processor, a processing device, or any computing system. Such media may be any available media that may be locally and/or remotely accessible by a computer or a processor, and may include volatile and non-volatile media, and removable and non-removable media, or any combination thereof.

A program stored in a computer-readable storage medium may comprise a computer program product. For example, a storage medium may be used as a convenient means to store or transport a computer program. For the sake of convenience, the operations may be described as various interconnected or coupled functional blocks or diagrams. However, there may be cases where these functional blocks or diagrams may be equivalently aggregated into a single logic device, program or operation with unclear boundaries.

Having described and illustrated the principles of various examples, it should be apparent that the examples may be modified in arrangement and detail without departing from such principles. We claim all modifications and variations coming within the spirit and scope of the following claims.

The invention claimed is:

1. A mobile apparatus, comprising:
   - a first articulating section comprising a leading traction control assembly including multiple points of contact inclined at a forward angle;
   - a second articulating section comprising an intermediate traction control assembly;
   - a propulsion system configured to coordinate movement of the leading traction control assembly and the intermediate traction control assembly;
   - a connector operatively coupling the first articulating section to the second articulating section, wherein the first articulating section is configured to articulate relative to the second articulating section in response to one or more of the multiple points of contact of the leading traction control assembly coming into contact with an obstacle; and
   - a bias assembly configured to exert a continuous compression force against at least one of the first articulating section and the second articulating section in order to maximize the number of points of contact between the mobile apparatus and the obstacle, wherein the bias assembly comprises:
     - a first bias element coupled between the first articulating section and the connector, wherein the first bias element is configured to exert a first compression force which is opposite in direction to the articulation of the first articulating section; and
     - a second bias element coupled between the second articulating section and the connector, wherein the second articulating section is configured to articulate relative to the first articulating section, and wherein the second bias element is configured to exert a second compression force which is opposite in direction to the articulation of the second articulating section.

2. The mobile apparatus of claim 1, wherein the forward angle associated with the multiple points of contact varies according to the articulation of the first articulating section.

3. The mobile apparatus of claim 1, wherein the first bias element is coupled to the first articulation section at a first point, wherein both the first bias element and second bias element are attached to the connector at a central point, wherein the second bias element is coupled to the second articulation section at a second point, and wherein the first, central, and second points form an obtuse angle.

4. The mobile apparatus of claim 3, wherein the obtuse angle varies during an articulation of either the first articulation section or the second articulation section.

5. The mobile apparatus of claim 4, wherein the obtuse angle varies within a maximum angle of articulation, and wherein a front portion of the second articulation section is configured to raise in response to the obtuse angle reaching the maximum angle of articulation.

6. The mobile apparatus of claim 1, further comprising:
   - a third articulating section comprising a trailing traction control assembly; and
   - a second connector operatively coupling the third articulating section to the second articulating section, wherein the propulsion system is configured to coordinate movement of the leading traction control assembly, the intermediate traction control assembly, and the trailing traction control assembly.

7. The mobile apparatus of claim 6, wherein the third articulating section is configured to articulate relative to the second articulating section.

8. The mobile apparatus of claim 7, further comprising a third bias element coupled between the third articulating section and the second connector, wherein the third bias element is configured to exert a compression force which is opposite in direction to the articulation of the third articulating section.

9. The mobile apparatus of claim 8, further comprising a fourth bias element coupled between the second articulating section and the second connector, wherein the second articulating section is configured to articulate relative to the third articulating section, and wherein the fourth bias element is configured to exert a compression force which is opposite in direction to the articulation of the second articulating section.

10. The mobile apparatus of claim 9, wherein the third bias element and the fourth bias element are arranged together to form an obtuse angle.

11. The mobile apparatus of claim 1, wherein a lower portion of the leading traction control assembly and a lower portion of the intermediate traction control assembly are arranged in a substantially parallel configuration when the mobile apparatus travels over relatively flat ground, and wherein a front end of the leading traction control assembly is configured to raise off the ground in response to contacting the obstacle.

12. The mobile apparatus of claim 11, wherein the lower portion of the intermediate traction control assembly remains substantially parallel to the ground when the front end of the leading traction control raises off the ground.

13. The mobile apparatus of claim 11, wherein the first articulating section is further configured to articulate in a downward direction in response to the front end of the leading traction control assembly traversing a sunken grade, and wherein the lower portion of the intermediate traction control assembly remains substantially parallel to the ground when the first articulating section articulates in the downward direction.

14. The mobile apparatus of claim 13, further comprising a shock absorber coupled to the first articulating section and configured to both dampen shock and to maintain a tractive effort of the leading traction control assembly in the sunken grade by exerting a spring force in the downward direction.

15. The mobile apparatus of claim 1, wherein the leading traction control assembly comprises a right traction control assembly and a left traction control assembly, and wherein the propulsion system is configured to cause the right traction control assembly to move in an opposite rotational orientation as the left traction control assembly causing the mobile apparatus to rotate in place about an approximate central point of rotation.

16. A mobile apparatus, comprising:

a first traction control assembly;

a second traction control assembly;

a third traction control assembly;

first means for coupling, wherein the first means for coupling couples the first traction control assembly to the second traction control assembly, and wherein the first traction control assembly comprises multiple points of contact inclined at a forward angle;

second means for coupling, wherein the second means for coupling couples the second traction control assembly to the third traction control assembly;

means for providing tractive effort to the first traction control assembly, the second traction control assembly, and the third traction control assembly, wherein the means for providing tractive effort is mounted on the mobile apparatus;

first means for articulating, wherein the first means for articulating articulates the first traction control assembly relative to the second traction control assembly in response to one or more of the multiple points of contact of the first traction control assmebly coming into contact with an obstacle; and

means for exerting a first compressive force which is opposite in direction to the articulation of the first traction control assembly, wherein the first compressive force is exerted on to the first traction control assembly.

17. The mobile apparatus of claim 16, further comprising:

second means for articulating, wherein the second means for articulating articulates the third traction control assembly relative to the second traction control assembly; and

means for exerting a second compressive force which is opposite in direction to the articulation of the third traction control assembly, wherein the second compressive force is exerted on to the third traction control assembly.

18. A mobile apparatus, comprising:

a first articulating section comprising a traction control assembly including multiple points of contact inclined at a forward angle;

a propulsion system mounted on the mobile apparatus and configured to coordinate movement of the traction control assembly;

a second articulating section;

a connector operatively coupling the first articulating section to the second articulating section, wherein the first articulating section is configured to articulate relative to the second articulating section in response to one or more of the multiple points of contact of the leading traction control assembly coming into contact with an obstacle; and

a bias assembly configured to exert a continuous compression force against both of the first articulating section and the second articulating section in order to maximize the number of points of contact between the mobile apparatus and the obstacle.

19. The mobile apparatus of claim 18, wherein the bias assembly comprises one or more bias elements coupled to the connector, wherein the one or more bias elements are configured to exert the continuous compression force in an opposite direction to the articulation of the first articulating section.

20. The mobile apparatus of claim 18, wherein the first articulating section is configured to articulate in a downward direction while the second articulating section is traveling over relatively flat ground, and wherein the bias assembly is configured to maintain a tractive effort of the traction control assembly by exerting the continuous compression force in the downward direction.

21. The mobile apparatus of claim 20, wherein the bias assembly comprises a shock absorber coupled to the first articulating section and configured to dampen shock of the first articulating section articulating in the downward direction.

* * * * *

UNITED STATES PATENT AND TRADEMARK OFFICE

CERTIFICATE OF CORRECTION

PATENT NO.	: 8,434,576 B1
APPLICATION NO.	: 13/590745
DATED	: May 7, 2013
INVENTOR(S)	: Andrew Ferguson

It is certified that error appears in the above-identified patent and that said Letters Patent is hereby corrected as shown below:

In the Claims:

Column 18, line 8 (Claim 16): Replace "assmebly" with --assembly--

Signed and Sealed this
Eighth Day of October, 2013

Teresa Stanek Rea

Teresa Stanek Rea
Deputy Director of the United States Patent and Trademark Office

US008893832B2

(12) **United States Patent**
Ferguson

(10) **Patent No.: US 8,893,832 B2**
(45) **Date of Patent: Nov. 25, 2014**

(54) **MOBILE RECONNAISSANCE APPARATUS WITH ARTICULATING TRACTION CONTROL**

(71) Applicant: **Andrew Ferguson**, Lake Oswego, OR (US)

(72) Inventor: **Andrew Ferguson**, Lake Oswego, OR (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 181 days.

(21) Appl. No.: **13/849,737**

(22) Filed: **Mar. 25, 2013**

(65) **Prior Publication Data**

US 2014/0070502 A1 Mar. 13, 2014

Related U.S. Application Data

(63) Continuation of application No. 13/590,745, filed on Aug. 21, 2012, now Pat. No. 8,434,576.

(51) **Int. Cl.**

B62D 63/02	(2006.01)
B62D 55/065	(2006.01)
B62D 55/075	(2006.01)
B60D 5/00	(2006.01)

(52) **U.S. Cl.**

CPC ***B62D 63/02*** (2013.01); ***B62D 55/065*** (2013.01); ***B62D 55/075*** (2013.01); ***B62D 55/0655*** (2013.01); ***B60D 5/00*** (2013.01)

USPC **180/14.2**; 180/9.32

(58) **Field of Classification Search**

USPC 180/14.1, 14.2, 9.1, 9.32

See application file for complete search history.

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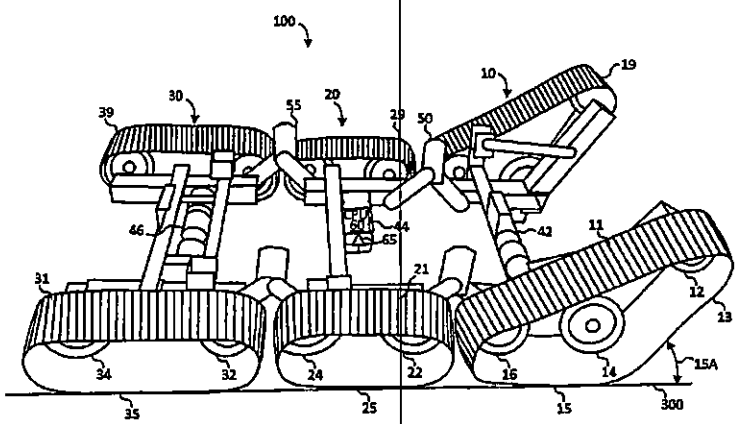
Primary Examiner — Kevin Hurley

(74) *Attorney, Agent, or Firm* — Stolowitz Ford Cowger LLP

(57) **ABSTRACT**

A mobile apparatus has a first articulating section comprising a leading traction control assembly including multiple points of contact inclined at a forward angle, and a second articulating section comprising an intermediate traction control assembly. A propulsion system is configured to coordinate movement of the leading traction control assembly and the intermediate traction control assembly. A connector operatively couples the first articulating section to the second articulating section, and the first articulating section is configured to articulate relative to the second articulating section in response to one or more of the multiple points of contact of the leading traction control assembly coming into contact with an obstacle. A bias assembly is configured to exert a continuous compression force against one or both of the first articulating section and the second articulating section to maximize the number of points of contact between the mobile apparatus and the obstacle.

20 Claims, 8 Drawing Sheets



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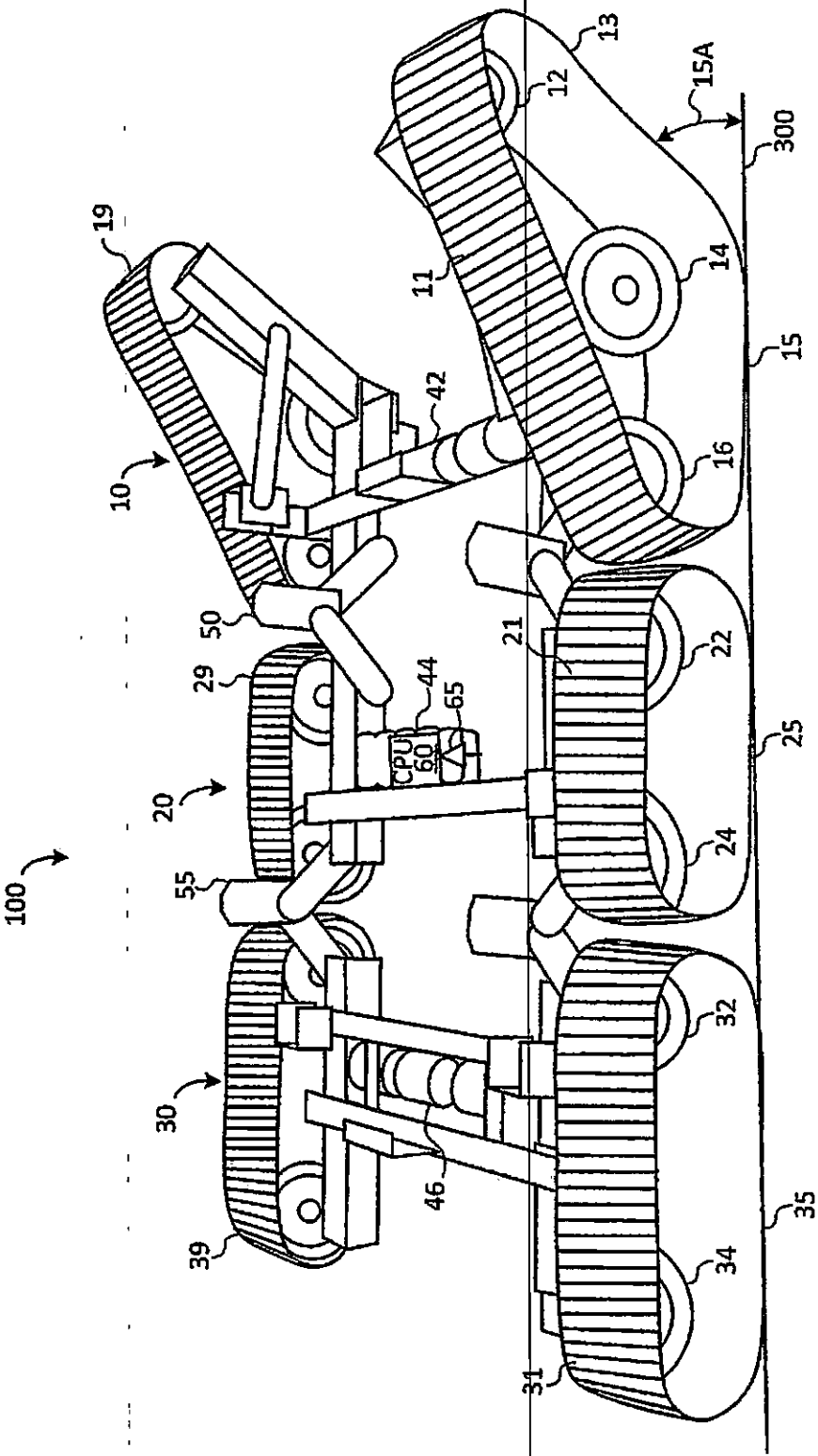

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FIG. 1

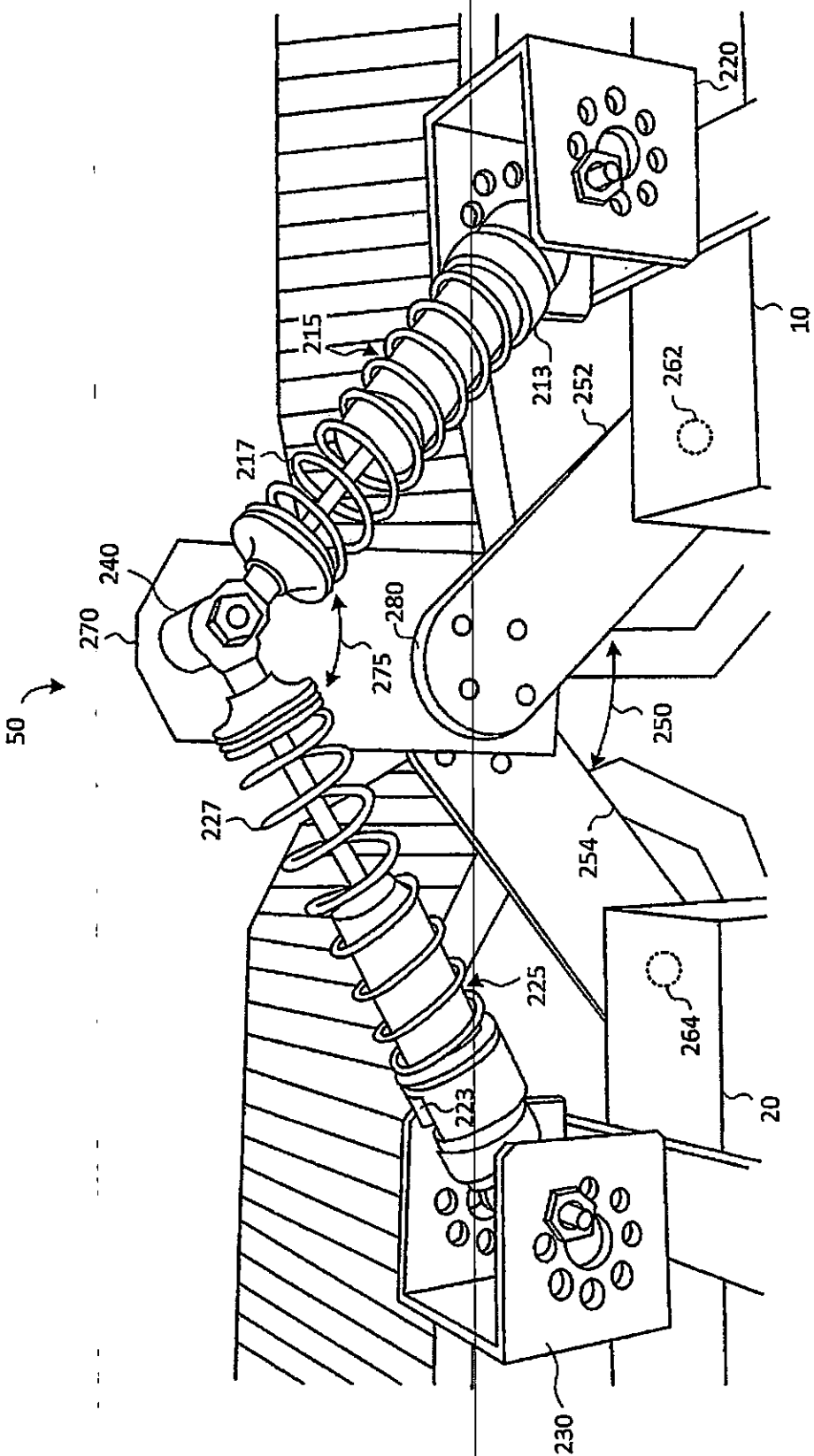

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FIG. 2

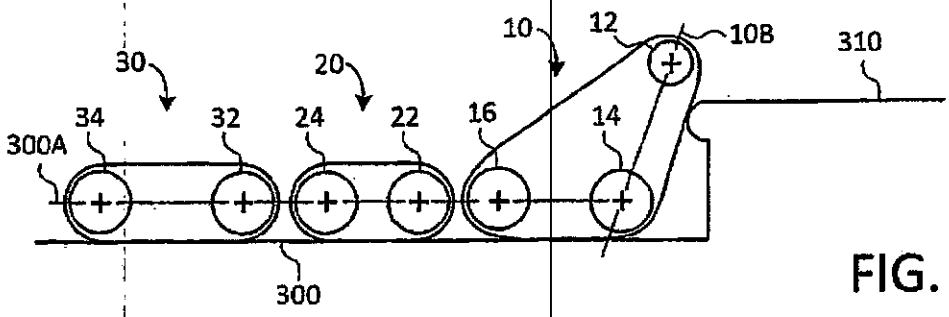


FIG. 3A

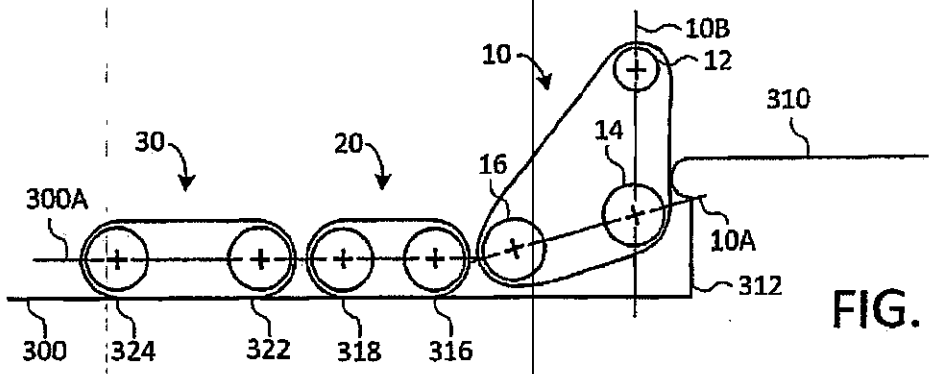


FIG. 3B

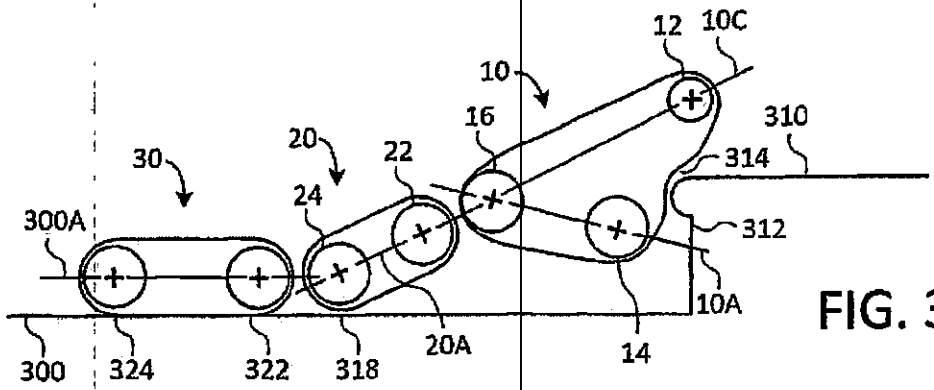


FIG. 3C

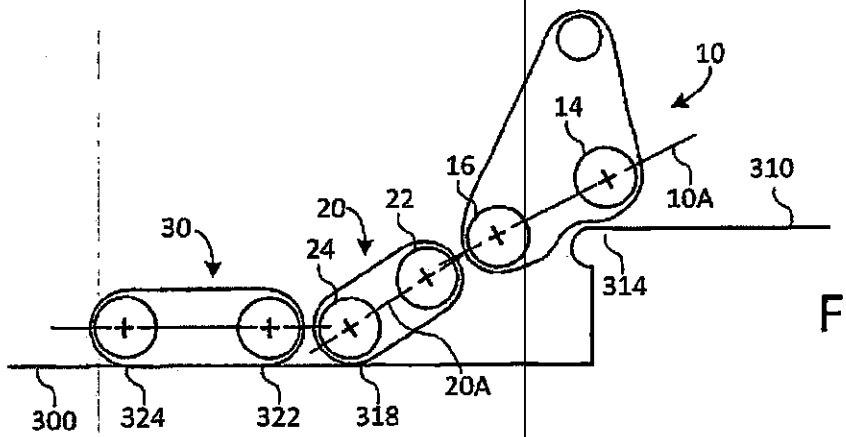


FIG. 3D

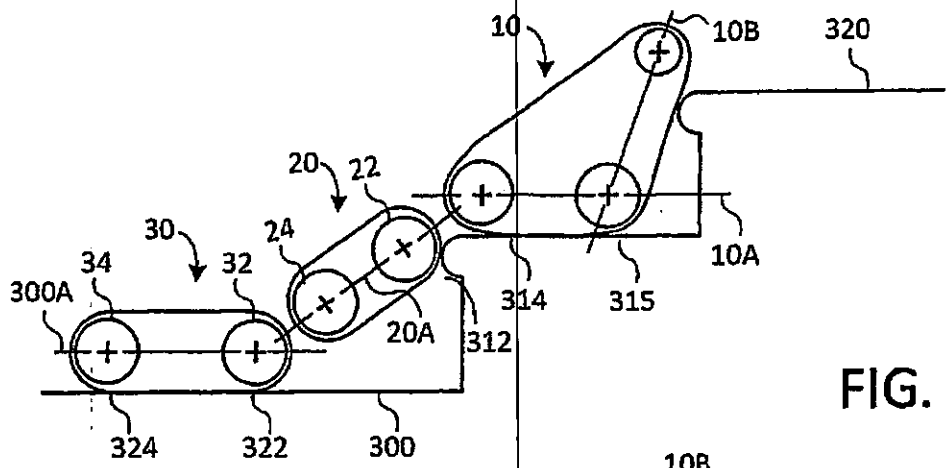


FIG. 3E

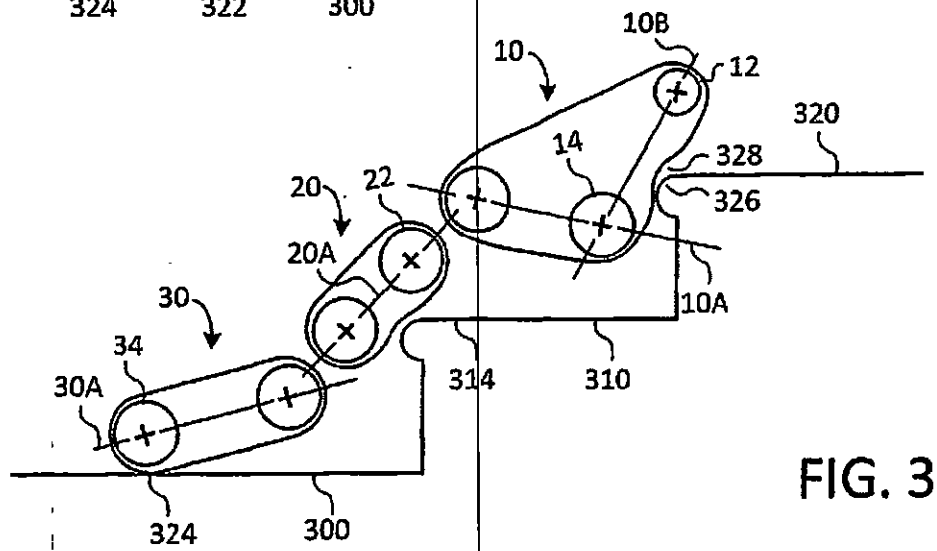


FIG. 3F

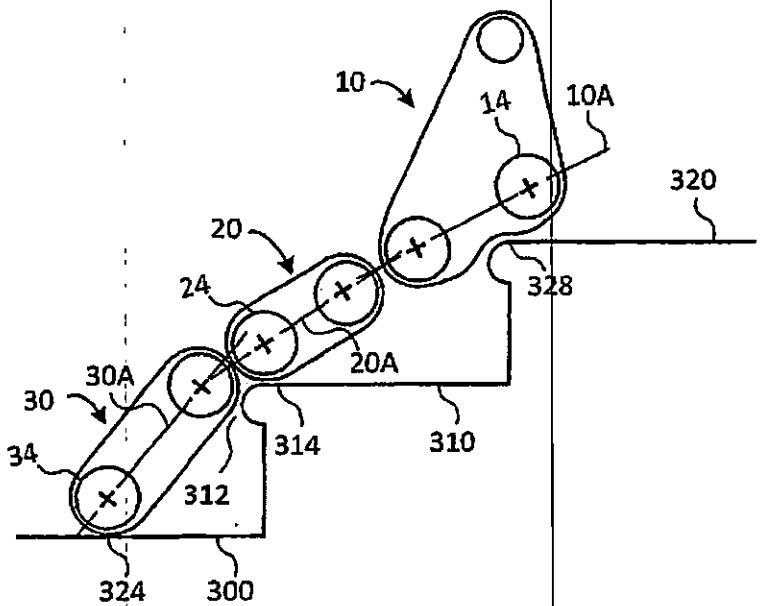


FIG. 3G

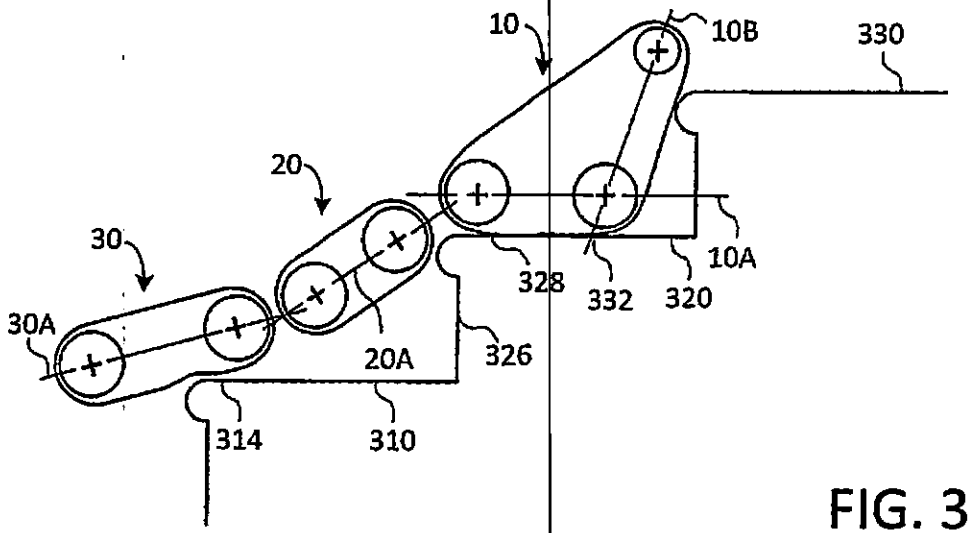


FIG. 3H

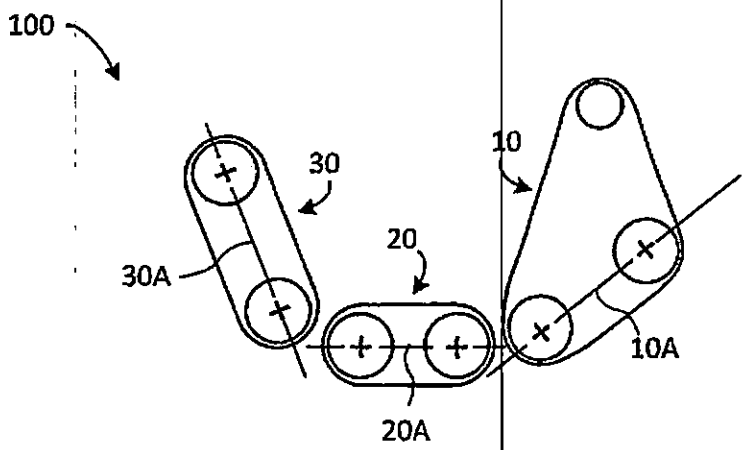


FIG. 4

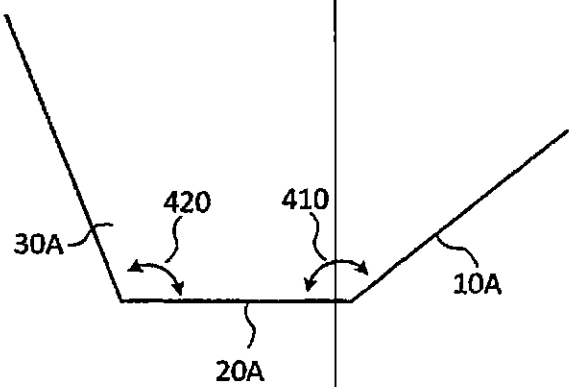


FIG. 4A

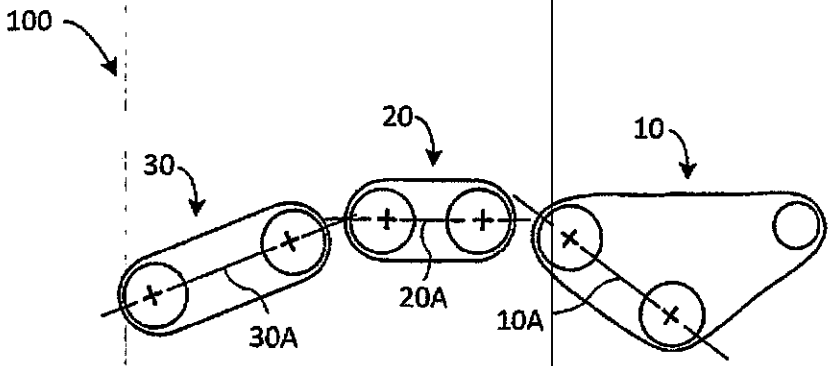


FIG. 5

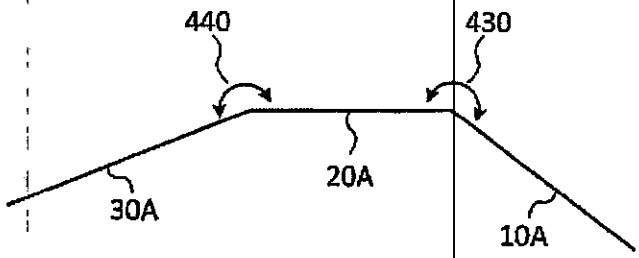


FIG. 5A

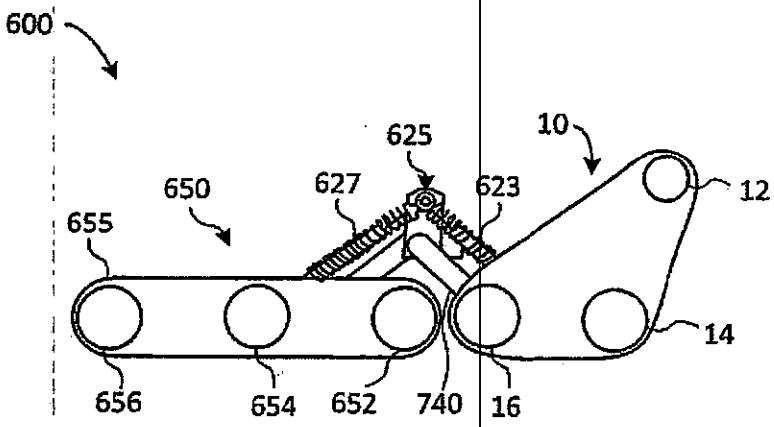


FIG. 6

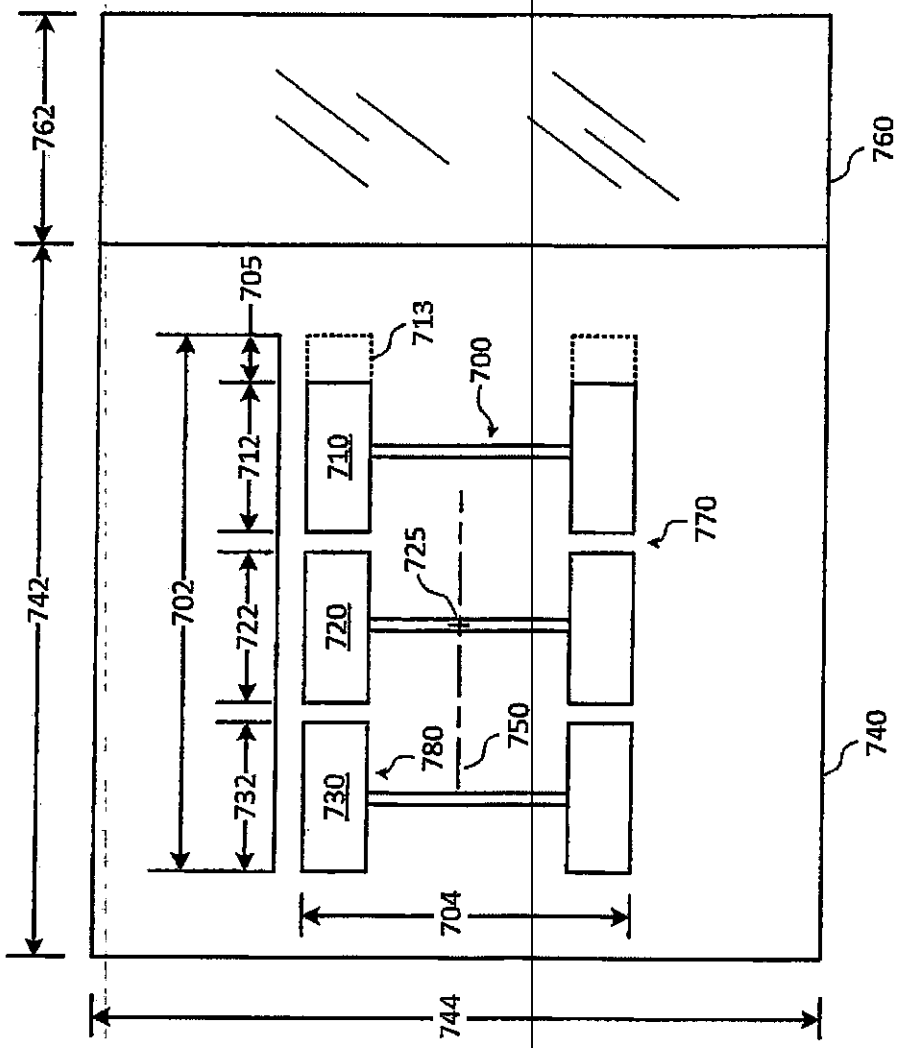

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FIG. 7

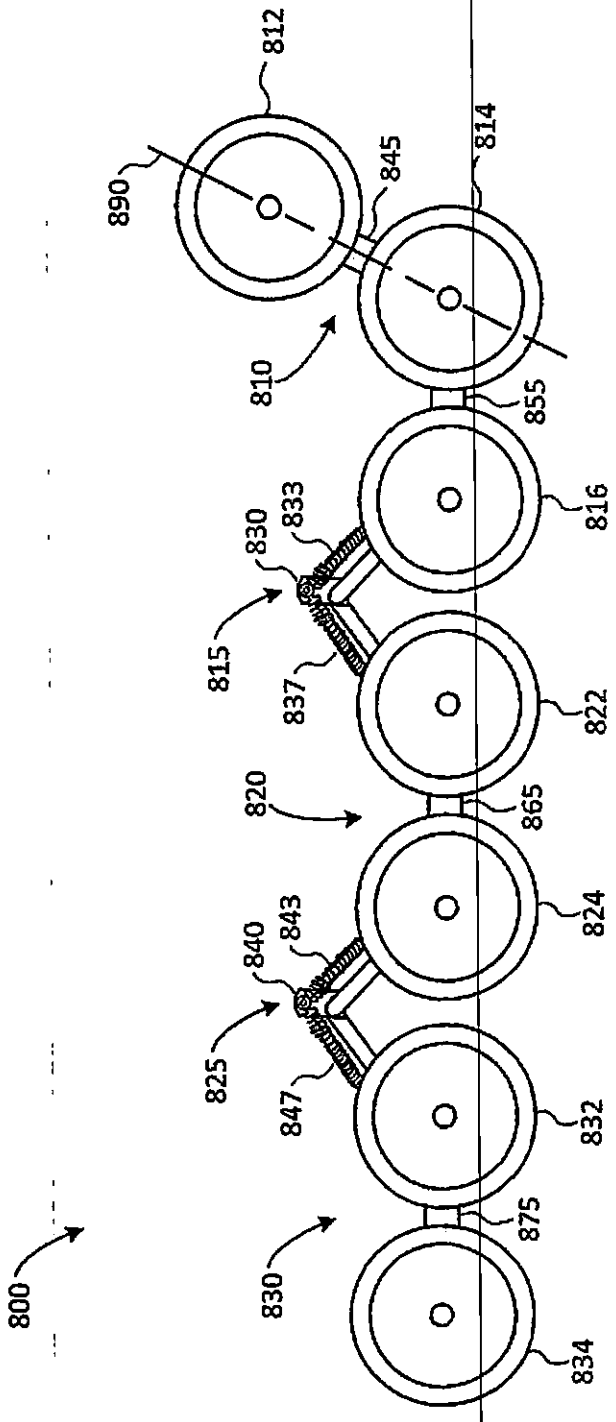

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FIG. 8

MOBILE RECONNAISSANCE APPARATUS WITH ARTICULATING TRACTION CONTROL

CROSS-REFERENCE TO RELATED APPLICATION

This application is a continuation of co-pending U.S. patent application Ser. No. 13/590,745, filed Aug. 21, 2012, which is herein incorporated by reference in its entirety.

BACKGROUND

The uses of known automated mobile devices range from domestic applications such as vacuuming a carpet, to military and law enforcement applications such as surveillance and reconnaissance activities, to extraterrestrial space exploration. Known mobile devices may operate with remote control and wireless communications which provide instructions as to direction, speed, other operating commands, or any combination thereof.

While known mobile devices may include the ability to operate over various types of terrain, the ability to navigate over obstacles is limited by the known means of locomotion. Accordingly, the uses of these mobile devices for domestic and law enforcement applications, for example, are also limited by their inability to access areas which include difficult terrain and/or obstacles.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. **1** illustrates an example of a mobile apparatus configured with three articulating sections.

FIG. **2** illustrates an example connector located between two articulating sections of the mobile apparatus of FIG. **1**.

FIGS. **3**A-**3**H pictorially illustrate the mobile apparatus of FIG. **1** traversing a flight of stairs.

FIG. **4** illustrates the mobile apparatus of FIG. **1** articulated in a first configuration.

FIG. **4**A illustrates a conceptual view of the first configuration of FIG. **4**

FIG. **5** illustrates the mobile apparatus of FIG. **1** articulated in a second configuration.

FIG. **5**A illustrates a conceptual view of the second configuration of FIG. **5**.

FIG. **6** illustrates a mobile apparatus configured with two articulating sections.

FIG. **7** illustrates a mobile apparatus configured to operate within a confined space.

FIG. **8** illustrates a mobile apparatus configured with three articulating sections comprising wheels.

DETAILED DESCRIPTION

A mobile device with fixed wheels and/or a single track provides for a reliable mode of transportation over an even surface, but may provide relatively inflexible solutions when attempting to climb over an obstacle or traverse a sunken grade. For example, the front of the mobile device may bulldoze into the obstacle or fall into the sunken grade, and thus inhibit a forward progress of the mobile device. When the front end of the mobile device is raised onto an object or lowered into the sunken grade, most of the points of contact of the wheels and/or track may lose contact with the ground, which further impedes an ability of the mobile device to gain traction.

One such obstacle which mobile devices may have a difficult time to navigate includes stairs, which are often found in multi-level homes and office buildings. Domestic robots or remote surveillance vehicles may be confined to operating on a single level of a building due to an inability to traverse the stairway. Stairs which include an overhang, such as a "bull-nose" design, may result in a catch point for the mobile device as it attempts to traverse the stair face.

In addition to the difficulties inherent with climbing a stairway, descending a stairway may subject the mobile device to intermittent changes in elevation, or falls, as the mobile device transitions from one stair to a lower stair. This can result in the mobile device tumbling end over end until it reaches the bottom of the stairway. Some conventional mobile devices include mechanisms for "righting" themselves, or turning over after having fallen down.

FIG. **1** illustrates an example of a mobile apparatus **100** configured with three articulating sections, including a first articulating section **10**, a second articulating section **20**, and a third articulating section **30**. The first articulating section **10** may comprise a leading traction control assembly **15** having a leading contact surface **13** inclined at a forward angle **15**A with respect to ground **300**. In some examples, the forward angle may be between 55 and 75 degrees; although, other angles may be used depending on the size and geometry of the stairs or other types of obstacles that are being traversed. The leading traction control assembly **15** may comprise one or more gears and/or wheels, such as an upper wheel **12**, a first wheel **14**, a second wheel **16**, or any combination thereof. In some examples, the leading traction control assembly **15** may comprise one or more tracks, such as a first track **11** and/or an opposite-side first track **19**.

The second articulating section **20** may comprise an intermediate traction control assembly **25**. The intermediate traction control assembly **25** may comprise one or more gears and/or wheels, such as a first wheel **22**, a second wheel **24**, or any combination thereof. In some examples, the intermediate traction control assembly **25** may comprise one or more tracks, such as a second track **21** and/or an opposite-side second track **29**.

Similarly, the third articulating section **30** may comprise a trailing traction control assembly **35**. The trailing traction control assembly **35** may comprise one or more gears and/or wheels, such as a first wheel **32**, a second wheel **34**, or any combination thereof. In some examples, the trailing traction control assembly **35** may comprise one or more tracks, such as a third track **31** and/or an opposite-side third track **39**. The tracks associated with the articulating sections may be configured with different types of traction surfaces, depending on what type of terrain they are being used for. For example, a rubber and/or textured compound with a high coefficient of friction may be used for relatively smooth terrains, such as marble or concrete, and a smoother track surface may be used for traversing carpet.

The mobile apparatus **100** may comprise a first connector **50** operatively coupling the first articulating section **10** to the second articulating section **20**. The first articulating section **10** may be configured to articulate relative to the second articulating section **20** in response to one or more points of contact of the leading contact surface **13** coming into contact with an obstacle. The forward angle **15**A associated with the one or more points of contact may vary according to the articulation of the first articulating section **10**.

In some examples, the second articulating section **20** may articulate relative to the first articulating section **10**. The first connector **50** may comprise a left connector operatively coupling a left side of the first articulating section **10** to a left side

of the second articulating section **20**, and a right connector operatively coupling a right side of the first articulating section **10** to a right side of the second articulating section **20**.

Additionally, mobile apparatus **100** may comprise a second connector **55** operatively coupling the third articulating section **30** to the second articulating section **20**. The third articulating section **30** may be configured to articulate relative to the second articulating section **20**. In some examples, the second articulating section **20** may articulate relative to the third articulating **30**. The second connector **55** may comprise a left connector operatively coupling a left side of the second articulating section **20** to a left side of the third articulating section **30**, and a right connector operatively coupling a right side of the second articulating section **20** to a right side of the third articulating section **30**.

A propulsion system may be configured to coordinate movement of the leading traction control assembly **15**, the intermediate traction control assembly **25**, the trailing traction control assembly **35**, or any combination thereof. For example, the propulsion system may include a leading propulsion device **42**, an intermediate propulsion device **44**, a trailing propulsion device **46**, or any combination thereof. The propulsion system may include means for providing a tractive effort of the mobile apparatus **100**.

In some examples, one or more of the propulsion devices **42, 44, 46** may comprise one or more motors. For example, leading propulsion device **42** may comprise a right motor and a left motor corresponding to the first track **11** and the opposite-side first track **19**, respectively. Intermediate propulsion device **44** may comprise a right motor and a left motor corresponding to the second track **11** and the opposite-side second track **29**, respectively. Similarly, trailing propulsion device **46** may comprise a right motor and a left motor corresponding to the third track **31** and the opposite-side third track **39**, respectively. Each section **10, 20, 30** may be independently controlled by one or two motors. In some examples, there may be a total of six motors which allow for variable power and enhanced maneuverability of the mobile apparatus **100**.

FIG. **2** illustrates an example of the first connector **50** located between two articulating sections of the mobile apparatus **100** of FIG. **1**. For example, the first connector **50** may operatively couple the first articulating section **10** to the second articulating section **20**. The first connector **50** may comprise a first connecting member **252**, which connects to the first articulating section **10** at a first pivot point **262**, and a second connecting member **254**, which connects to the second articulating section **20** at a second pivot point **264**. The first articulating section **10** may be configured to articulate about the first pivot point **262**. Additionally, the second articulating section **20** may be configured to articulate about the second pivot point **264**.

The first connecting member **252** may be connected to the second connecting member **254** at a central connection **280**. Central connection **280** may be located on a connection plate **270**. In some examples, the first connecting member **252** may be rigidly connected to the second connecting member **254** via the central connection **280**, to form an angle of connection **250**. The angle of connection **250** may be approximately perpendicular and be configured to maintain a spaced-apart relationship between the first articulating section **10** and the second articulating section **20**. Additionally, the angle of connection **250** provides for an elevated clearance area below the connection **280** and between the sections **10, 20** to avoid the first connector **50** from coming into contact with an obstacle, such as a stair.

The first connector **50** may be configured to allow the first articulating section **10** to articulate relative to the second articulating section **20**, for example, in response to one or more of the multiple points of contact of the leading contact surface **13** (FIG. **1**) coming into contact with an obstacle. The first connector **50** may provide for a flexibility in movement of the mobile apparatus **100**, and may provide for a variability in articulation angle between the first articulating section **10** and the second articulating section **20**.

The articulation of one or both of the first articulating section **10** and the second articulating section **20** may be controlled or moderated by one or more shock absorbers, such as a first shock absorber **215** and a second shock absorber **225**. The first shock absorber **215** and/or the second shock absorber **225** may be configured to control the angle of articulation between the sections **10, 20**, to apply pressure to a traction control assembly to ensure proper rotation, friction, and/or pressure points, and to absorb shock and provide for a smooth transition between obstacles, such as when the mobile apparatus **100** (FIG. **1**) navigates a series of stairs. This may help stabilize the mobile apparatus **100** as it descends the stairs, such that the speed of descent may be controlled and/or moderated during the transition from one stair to a lower stair. Additionally, one or both of the first and second shock absorbers **215, 225** may be configured to both dampen shock and to maintain a tractive effort of the leading traction control assembly **15** (FIG. **1**) in a sunken grade by exerting a spring force in the downward direction.

The first shock absorber **215** may comprise a first damping device **213** and a first bias element **217**. The first damping device **213** may comprise a pneumatic or hydraulic cylinder, for example, configured to absorb or moderate shock. The first shock absorber **215** may be connected at a first end by a first connection point **220** of the first articulating section **10**, and at a second end by a joint connection **240**. The joint connection **240** may be located on the connection plate **270**.

The first bias element **217** may comprise a spring or some other component configured to exert a compression force or a spring force. In some examples, the first damping device **213** may be configured to absorb or moderate shock during a dynamic movement of one or both of the first articulating section **10** and the second articulating section **20**. The first bias element **217** may be configured to exert the spring force during either the dynamic movement of a section, or in a static and/or passive condition.

The first bias element **217** may be configured to exert a continuous spring force. In some examples, the continuous spring force may vary as a function of the compressed state of the first bias element **217**, with a higher spring force associated with a fully compressed state (e.g., with one or both sections **10, 20** articulated upward, in a first direction of articulation), and a lower spring force associated with a more relaxed state (e.g., with one or both sections **10, 20** articulated downward, in a second direction of articulation, opposite the first direction). The compression force may continuously vary in the dynamic condition, for example, based on the amount of compression of the first bias element **217** due to the articulation of the first articulating section **10**.

The second shock absorber **225** may be coupled between the second articulating section **20** and the first connector **50**. The second shock absorber **225** may be configured similarly as the first second shock absorber **215**. For example, the second shock absorber **225** may comprise a second damping device **223** and a second bias element **227**. The second bias element **227** may comprise a spring configured to exert a continuous spring force during either the dynamic movement of a section, or in a static and/or passive operating condition.

The second shock absorber **225** may be connected at a first end by a second connection point **230** of the second articulating section **20**, and at a second end by the joint connection **240**.

One or both of the bias elements **217, 227** may be configured to exert a compression force against the first articulating section **10** and/or the second articulating section **20**. For example, the first bias element **217** may be coupled between the first articulating section **10** and the first connector **50** to exert a first compression force which is opposite in direction to the articulation of the first articulating section **10**. In a dynamic mode of operation, both the first bias element **217** and the first shock absorber **213** may be configured to provide an opposing force to the articulation of the first articulating section **10**.

The second articulating section **20** may be configured to articulate relative to the first articulating section **10**. The second bias element **227** may be configured to exert a second compression force which is opposite in direction to the articulation of the second articulating section **20**. In some examples, the first bias element **217** and/or the second bias element **227** may be configured to exert a compression force or spring force in the same direction as the articulation of the first articulating section **10** and/or the second articulating section **20**. The compression force may operate to increase or decrease an angle of articulation of the first and/or second articulating sections **10, 20**, depending on the direction of articulation, while the mobile device is traversing an obstacle. Additionally, by controlling the angle of articulation, the compression force may operate to maximize the friction force and/or points of contact between a traction device and the obstacle being traversed.

The articulation of the first articulating section **10** may increase a spring force associated with the first bias element **217** as the first shock absorber **215** is compressed. The spring force may be transferred from the first shock absorber **215** to the second shock absorber **225**. The transferred spring force may cause the second shock absorber **225** to compress which may in turn cause a second spring force associated with the second bias element **227** to increase. The second spring force may be exerted on the second articulating section **20**.

The first bias element **217** may be coupled to the first articulating section **10** at a first point, such as first connection point **220**, the second bias element **227** may be coupled to the second articulating section **20** at a second point, such as second connection point **230**, and both the first bias element **217** and second bias element **227** may be attached to the connector at a central point, such as joint connection **240**. The first, central, and second points may be configured to form a bias angle **275**. In some example, the bias angle **275** may be formed as an obtuse angle.

The bias angle **275** may vary during an articulation of the first articulating section **10** and/or the second articulating section **20**. The bias angle **275** may vary from a minimum bias angle to a maximum bias angle. In some examples, a front portion of the second articulating section **20** may be configured to raise in response to the bias angle **275** reaching the maximum bias angle. At the maximum bias angle, the first hydraulic shock absorber **215** and/or the second hydraulic shock absorber **225** may be fully compressed.

In some examples, the second connector **55** (FIG. 1) may be configured similarly as the first connector **50** illustrated with reference to FIG. **2**. For example, a bias assembly associated with the second connector may be configured to exert a compressive force which is opposite in direction to the articulation of the third articulating section **30** relative to the second articulating section **20**. The bias assembly may comprise a third bias element coupled between the third articulating section **30** and the second connector **55**, and a fourth bias element may be coupled between the second articulating section **20** and the second connector **55**.

The third bias element may be configured to exert a compression force which is opposite in direction to the articulation of the third articulating section **30** relative to the second articulating section **20**. The fourth bias element may be configured to exert a compression force which is opposite in direction to the articulation of the second articulating section **20** relative to the third articulating section **30**. In some examples, the third bias element and/or the fourth bias element may be configured to exert a compression force or spring force in the same direction as the articulation of the third articulating section **30** and/or the second articulating section **20**. The third bias element and the fourth bias element associated with second connector **55** may be arranged together to form a second bias angle, similar to the bias angle **275** of FIG. **2**.

FIGS. **3A-3H** pictorially illustrate the mobile apparatus **100** of FIG. **1** traversing a flight of stairs, including a first stair **310**. With reference to FIG. **3A**, the mobile apparatus **100** begins with all three sections **10, 20, 30** located on the ground **300**. Additionally, sections **10, 20, 30** may all be positioned at an approximately parallel angle **300A** to the ground **300**. The parallel angle **300A** may intersect one or more of wheels **14, 16, 22, 24, 32**, and **34**.

In some examples, a lower portion of the first articulating section **10**, comprising the first wheel **14** and the second wheel **16**, and a lower portion of the second articulating section **20**, comprising the first wheel **22** and the second wheel **24**, may be arranged in a substantially parallel position when the mobile apparatus **100** travels over a relatively flat surface, such as the ground **300**.

The first articulating section **10** may comprise an inclined approach angle **10B** and be associated with a height **301**. The inclined approach angle **10B** may comprise an angle that is formed through the centerpoints of the upper wheel **12** and the first wheel **14** of the first traction control **10**. In another example, the inclined approach angle **10B** may correspond to an angle of a track located on the leading contact surface of the first articulating section, such as the forward angle **15A** of the leading traction control assembly **15** (FIG. **1**).

The height **301** of the first articulating section **10** may be equal to or greater than a stair height **302** associated with the first stair **310**. By having at least a portion of the first articulating section **10** located above the stair height **302**, the corner of the stair, shown as having a "bull-nose" design, can be easily navigated. The combination of the inclined approach angle **1013** and the height **301** provide for multiple points of contact of the surface of the first articulating section **10**, located between the upper wheel **12** and the first wheel **14**, for traversing the first stair **310**.

FIG. **3B** illustrates the mobile apparatus **100** of FIG. **1** with the second traction control **20** remaining substantially parallel to the ground **300** when the front end of the first articulating section **10**, including the upper wheel **12** and the first wheel **14**, raises off the ground **300**. As the first articulating section **10** climbs up a face **312** of the stair **310**, the inclined approach angle **10B** may increase until it reaches vertical. In some examples, a maximum upward articulation angle of the first articulating section **10** may be associated with the inclined approach angle **10B** located in the vertical position.

The inclined approach angle **10B** may be allowed to increase due, at least in part, to the articulation of the first articulating section **10** relative to the second articulating section **20**. The second and third articulating sections **20, 30** may

remain substantially parallel to each other, at the parallel angle **300A**, as the front end of the first articulating section **10** raises off the ground **300**. A leading section approach angle **10A**, passing through the center points of the first wheel **14** and the second wheel **16** of the first articulating section **10**, may be considered positive in this position.

The articulating sections **10, 20, 30** of the mobile apparatus **100** may be positioned such that at any given moment, multiple points of contact are being made while moving, climbing, or descending stairs and/or other obstacles. For example, as the first articulating section **10** climbs the stair **310**, the mobile apparatus **100** may be configured to maintain a tractive effort on the ground at contact points **316, 318, 322,** and **324** associated with the second and third articulating sections **20, 30,** respectively.

FIG. **3C** illustrates a further articulation of the first articulating section **10** in a downward direction, as a front end of the second articulating section **20**, including first wheel **22**, lifts off the ground **300**. Whereas the inclined approach angle **10A** may be considered positive with reference to FIG. **3B** as the mobile apparatus **100** initially climbs the face **312** of the stair **310**, the inclined approach angle **10A** may be considered negative as one or more contact points of the leading contact surface of the first articulating section **10** transition from the face **312** to a top surface **314** of the first stair **310**.

A maximum downward articulation angle **10C** may be associated with the negative angle of incline of the inclined approach angle **10A**. In some examples, the maximum downward articulation angle **10C** may pass through the center points of the upper wheel **12** and the second wheel **16** of the first articulating section **10**, and be approximately parallel with an intermediate section approach angle **20A** passing through the center points of the first wheel **22** and the second wheel **24** of the second articulating section **20**. In some examples, the maximum downward articulation angle **10C** may be greater than the intermediate section approach angle **20A**. The negative angle of incline of the inclined approach angle **10A** may allow the leading contact surface of the first articulating section **10** to increase the amount of tractive effort on the top surface **314** of the first stair **310**.

FIG. **3D** illustrates a further articulation of the first articulating section **10** in an upward direction, as the first wheel **14** of the first articulating section **10** traverses the top surface **314** of the first stair **310**. In this position, the leading edge approach angle **10A** may be nearly parallel with the intermediate section approach angle **20A**. Although the first wheel **22** of the second articulating section **20** may be raised off the ground **300**, the second articulating section **20** may remain in contact with the ground **300** at contact point **318** due to the articulation between the second and third articulating sections **20, 30**. Additionally, the third articulating section **30** may maintain tractive effort with the ground **300** through multiple points of contact **322, 324**.

The points of contact **312, 314, 316, 318, 320, 322, 324, 326, 328, 332** may be referenced together with one or more of the wheels **12, 14, 16, 22, 24, 32, 34**; however, it should be understood that other points of contact may be made with other parts of the articulating section **10, 20, 30**, including portions of track intermediate the wheels, e.g., secondary contact points. In some examples, the primary points of contact associated with the wheels may provide for greater tractive effort than the second points of contact as the weight of the mobile apparatus **100** may provide more friction force at the contact points which are directly adjacent and/or below the wheels. Accordingly, the number of wheels that are in direct (or indirect) contact with the obstacle may greatly influence the total available tractive effort at the various stages of movement. Having a mobile apparatus with multiple articulating sections helps maximize the number of the primary contact points which remain in contact with the ground and/or the obstacle being traversed.

FIG. **3E** illustrates the mobile apparatus **100** of FIG. **1** in which the first articulating section **10** may be positioned on the first stair **310**, and the third articulating section **30** may remain completely on the ground **300**. The leading section approach angle **10A** associated with the first articulating section **10** may be substantially parallel with the top surface **314** of the first stair **310**. Additionally, the first articulating section **10** may provide tractive effort at multiple points of the top surface **314** including contact point **315**. The inclined approach angle **10B** of the first articulating section **10** may traverse a second stair **320** in a similar manner as described with reference to FIG. **3B**.

The second articulating section **20** is shown suspended between the ground **300** and the first stair **310**. With the first articulating section **10** located on the first stair **310**, the second articulating section **20** may make contact with the face **312** of the first stair **310** at a contact point associated with the first wheel **22**. The contact at the face **312** may provide additional tractive effort to lift the second articulating section **20** up and over the face **312** of the first stair **310**.

With reference to FIG. **2**, the angle of connection **250** associated with the first connector **50** may be positioned intermediate the face **312** and the top surface **314** in order to provide clearance of the first connector **50** with the corner of the first stair **310**. The third articulating section **30** may remain in contact with the ground **300** at multiple contact points **322, 324**. In this position, the first wheel **32** and the second wheel **34** of the third articulating section **30** may be at the parallel angle **300A** with respect to the ground.

Although the second articulating section **20** may be suspended between the ground **300** and the first stair **310**, since both the first articulating section **10** and the third articulating section **30** may maintain multiple points of contact with the ground **300** and top surface **314** of the first stair **310**, the mobile apparatus **100** is provided with sufficient tractive effort to continue traversing the obstacle without stalling.

FIG. **3F** illustrates the mobile apparatus **100** climbing both the first stair **310** and the second stair **320**. In some examples, the inclined approach angle **10A** may represent the maximum downward articulation angle when the mobile apparatus **100** is in this position. The negative angle of incline of the inclined approach angle **10B** may allow the leading contact surface of the first articulating section **10** to increase the amount of tractive effort on the top surface **328** of the second stair **328**, as the first articulating section **10** transitions up and over the face **326** of the second stair **320**.

One or more of the bias elements (e.g., the first and/or second bias elements **217, 227**) may be configured to exert a spring force which further promotes the articulation of the first articulating section in the downward direction, and results in the inclined approach angle **10B** being negative. Additionally, the multi-section articulation of the mobile apparatus **100** may be configured to allow the second articulating section **20**, including the first wheel **22**, to increase the amount of tractive effort on the top surface **314** of the first stair **310**, as the second articulating section **20** transitions onto the first stair **310**.

A front end of the third articulating section **30** is shown lifted off the ground **300**; however, the second wheel **34** may remain in contact with the ground at contact point **324**. In this position, a third section approach angle **30A** associated with the third articulating section may no longer be parallel with the ground **300**. In this position, the leading section approach

angle 10A may be considered as being a negative inclined angle (or associated with a negative amount of articulation), and the trailing section approach angle 30A may be considered as being a positive inclined angle (or associated with a positive amount of articulation). By articulating in multiple directions, each of the section 10, 20, 30 may simultaneously provide tractive effort on a top surface 328, 314, 324 of the second stair 320, the first stair 310, and the ground 300, respectively.

FIG. 3G illustrates a further articulation of the first articulating section 10 in an upward direction, as the first wheel 14 of the first articulating section 10 traverses the top surface 328 of the second stair 320. In this position, each of the sections 10, 20, 30 may simultaneously provide tractive effort on the three surfaces 328, 314, 324 of the second stair 320, the first stair 310, and the ground 300, respectively. Similarly, the three sections 10, 20, 30 may simultaneously contact the top surface of any three consecutive stairs in a flight of stairs.

In this position, the leading section approach angle 10A may be considered as being at a slightly negative inclined angle (or associated with a negative amount of articulation), and the trailing section approach angle 30A may also be considered as being a negative inclined angle (or associated with a negative amount of articulation). The mobile apparatus 100 may be configured to maintain tractive effort on the three surfaces 328, 314, 324 even though any one, or all, of the sections 10, 20, 30 may not be parallel with the surfaces 328, 314, 324, respectively.

FIG. 3H illustrates the mobile apparatus 100 of FIG. 1 in which the first articulating section 10 may be positioned on the second stair 320, and the third articulating section 30 may be partially located on the first stair 310. Operation of the mobile apparatus 100 in this position may be similar to that described with reference to FIG. 3E.

The leading section approach angle 10A associated with the first articulating section 10 may be substantially parallel with the top surface 328 of the second stair 310. Additionally, the first articulating section 10 may provide tractive effort at multiple points of the top surface 328 including contact point 332. The inclined approach angle 10B of the first articulating section 10 may traverse a third stair 330 in a similar manner as described with reference to FIG. 3B.

The second articulating section 20 may be suspended between the first stair 310 and the second stair 320. With the first articulating section 10 located on the second stair 310, the second articulating section 20 may contact with the face 326 of the second stair 320. The contact at face 326 may provide tractive effort to lift the second articulating section 20 up and over the face 326 of the second stair 320. The third articulating section 30 may remain in partial contact with the ground 300 at contact point 324 to provide additional tractive effort.

Although the second articulating section 20 may be suspended between the first stair 310 and the second stair 320, since both the first articulating section 10 and the third articulating section 30 may maintain points of contact with the ground 300 and the top surface 328 of the second stair 320, the mobile apparatus 100 is provided with sufficient tractive effort to continue traversing the obstacle without stalling.

Although the above description is of the mobile apparatus 100 traversing a flight of stairs, it will be appreciated that other obstacles may be traversed using the same or similar principles of locomotion. For example, the first articulating section 10 may articulate in a downward direction in response to the front end of the mobile apparatus 100 traversing a sunken grade. The lower portion of the intermediate articulating section 20 may remain substantially parallel to the ground when the first articulating section 10 articulates in the downward direction.

FIG. 4 illustrates the mobile apparatus 100 of FIG. 1 articulated in a first position. By way convention, the first articulating section 10 may be described as being articulated in an upward or positive direction, with respect to the second articulating section 20. Similarly, the third articulating section 30 may be described as being articulated in an upward or positive direction, with respect to the second articulating section 20. In some examples, the intermediate articulating section 20 may be understood to articulate about one or both of the first articulating section 10 and the third articulating section 30.

The ability to articulate in an arcuated fashion enables the mobile apparatus 100 to climb a vertical surface having a height greater than height 301 (FIG. 3A) without the mobile apparatus 100 tumbling backwards. Similarly, the ability to articulate one or more sections enables the mobile apparatus 100 to descend a relatively tall object and/or flight of stairs without tumbling forward, end over end.

FIG. 4A illustrates a conceptual view of the first position of FIG. 4. The positive articulation of the first articulating section 10 may be illustrated by a first positive angle 410. The first positive angle 410 may be associated with the angle between the leading section approach angle 10A and the intermediate section approach angle 20A. Additionally, a second positive angle 420 may be associated with the angle between the trailing section approach angle 30A and the intermediate section approach angle 20A. In some examples, the first positive angle 410 may be associated with an angle of between 140 and 160 degrees. Similarly, the second positive angle 420 may be associated with an angle of between 115 and 135 degrees. Other angles may be used depending on the size and geometry of the stairs or other types of obstacles that are being traversed. In other examples, first and positive angles 410 and 420 may be associated with maximum angles of articulation which are the same, or nearly the same as each other. The maximum angle of articulation may be between 115 and 160 degrees.

FIG. 5 illustrates the mobile apparatus 100 of FIG. 1 articulated in a second position. By way convention, the first articulating section 10 may be described as being articulated in a downward or negative direction, with respect to the second articulating section 20. Similarly, the third articulating section 30 may be described as being articulated in a downward or negative direction, with respect to the second articulating section 20.

FIG. 5A illustrates a conceptual view of the second position of FIG. 5. The negative articulation of the first articulating section 10 may be illustrated by a first negative angle 430. The first negative angle 430 may be associated with the angle between the leading section approach angle 10A and the intermediate section approach angle 20A. Additionally, a second negative angle 440 may be associated with the angle between the trailing section approach angle 30A and the intermediate section approach angle 20A. In some examples, the first negative angle 430 may be associated with an angle of between 200 and 220 degrees. Similarly, the second negative angle 440 may be associated with an angle of between 190 and 210 degrees. Other angles may be used depending on the size and geometry of the stairs or other types of obstacles that are being traversed. In other examples, first and second negative angles 430 and 440 may be associated with maximum angles of articulation which are the same, or nearly the same as each other. The maximum angle of articulation may be between 190 and 220 degrees.

Although two different positions are shown in FIGS. **4** and **5**, other permutations of the articulating sections are possible, including an example of the first positive angle **410** combined with the second negative angle **440**, and an example of the second positive angle **420** combined with the first negative angle **430**, by way of two further non-limiting examples.

FIG. **6** illustrates a mobile apparatus **600** configured with two articulating sections, including the first articulating section **10** and a second section **650**. The first articulating section **10** may be similar to that described with respect to FIG. **1**, including a leading traction control assembly comprising one or more gears and/or wheels, such as the upper wheel **12**, the first wheel **14**, the second wheel **16**, or any combination thereof.

The second section **650** may comprise a second traction control assembly **655** including one or more gears and/or wheels, such as a first wheel **652**, a second wheel **654**, a third wheel **656**, or any combination thereof. Although FIG. **6** illustrates a right side of the mobile apparatus **600**, it should be understood that there may be an opposite, left side with corresponding traction control assembly, track, gears, and/or wheels similar to that described above.

Mobile apparatus **600** may comprise a connector **625** configured to operatively couple the first articulating section **10** to the second section **650**. The connector **625** may comprise one or more connecting members and/or pivot points about which the first articulating section **10** and/or the second section **650** may articulate. The connector **625** may be configured to allow the first articulating section **10** to articulate relative to the second section **650**, for example, in response to one or more points of contact of the first articulating section **10** coming into contact with an obstacle. The connector **625** may provide for flexibility in movement of the mobile apparatus **600**, and may provide for a variability in angle between the first articulating section **10** and the second section **650**.

The articulation of one or both of the first articulating section **10** and the second section **650** may be controlled or moderated by one or more bias elements, such as a first bias element **623** and/or a second bias element **627**. The bias elements **623**, **627** may be configured to control an angle of articulation between the sections **10**, **625**, to apply pressure to the traction control assembly to ensure proper rotation, friction, and/or pressure points, and to absorb shock and provide for a smooth transition between obstacles, such as when the mobile apparatus **600** navigates a series of stairs. In some examples, one or both of the first and/or second bias elements **623**, **627** may be configured to both dampen shock and to maintain a tractive effort of the mobile apparatus **600**.

The second bias element **627** may be coupled between the second section **650** and the connector **625**, and may be configured similarly as the first bias element **623**. The first bias element **623** may be configured to exert a spring force during either a dynamic movement of a section, or while the mobile apparatus **600** is in a static and/or passive condition. The first bias element **623** may be configured to exert a continuous spring force. In some examples, the continuous spring force may vary as a function of the compressed state of the first bias element **623**, with a higher spring force associated with a fully compressed state (e.g., with one or both sections **10**, **625** articulated in a first direction of articulation), and a lower spring force associated with a more relaxed state (e.g., with one or both sections **10**, **625** articulated in a second direction of articulation, opposite the first direction).

One or both of the bias elements **623**, **627** may be configured to exert a compression force against the first articulating section **10** and/or the second section **650**. For example, the first bias element **623** may be coupled between the first articulating section **10** and the connector **625** to exert a first compression force which is opposite in direction to the articulation of the first articulating section **10**. The second section **623** may be configured to articulate relative to the first articulating section **10**. The second bias element **627** may be configured to exert a second compression force which is opposite in direction to the articulation of the second section **650**. In some examples, the first bias element **623** and/or the second bias element **627** may be configured to exert a compression force or spring force in the same direction as the articulation of the first articulating section **10** and/or the second section **650**.

The articulation of the first articulating section **10** may increase a spring force associated with the first bias element **623**. The spring force may be transferred from the first bias element **623** to the second bias element **627**. The transferred spring force may cause the second bias element **623** to compress which may in turn cause a second spring force associated with the second bias element **627** to increase. In some example, a bias angle between the first and second bias elements **623**, **627** may be formed as an obtuse angle.

FIG. **7** illustrates a mobile apparatus **700** configured to operate within a confined space, such as a stair landing **740**. The mobile apparatus **700** may comprise a first section **710**, a second section **720**, a third section **730**, or any combination thereof. In some examples, a mobile apparatus comprising two sections, such as mobile apparatus **600**, may be configured to navigate the stair landing **740**. The stair landing **740** may be located at the base of a flight of stairs, intermediate two flights of stairs, in a stairwell, at a ninety degree intersection and/or turn between adjoining sections of stairs, or any combination thereof.

For applications involving multi-level residences and office buildings, the mobile apparatus **700** may be required to navigate one or more stair landings, such as stair landing **740**, in order to navigate between different floors of the building. The ability to navigate stairways and stair landings may be useful for telepresence applications, such as where the mobile apparatus **700** may be used to remotely monitor the health and/or well-being of a resident. For example, a camera may be installed on the mobile apparatus **700** to monitor the surroundings via a video and/or audio feed.

Additionally, Mobile apparatus **700** may be used for law enforcement or military reconnaissance missions where the mobile apparatus **700** may be required to search multiple levels and/or floors of a building. For example, the mobile apparatus **700** may be configured to search for survivors, suspects, terrorists, explosive devices, etc. in conditions which may be potentially hazardous or hostile to a human agent, including radioactive operating conditions.

The length of a stair in many residential and commercial buildings typically varies from between three feet (0.91 meters) to four feet (1.22 meters). The corresponding landing length **744** may be equal to the length of the stair **760**. Similarly, the landing width **742** may be equal to the landing length **744**, forming an approximately square stair landing. The overall length **702** of the mobile apparatus **700** may be less than both the landing width **742** and the landing length **744**. Similarly, the overall width **704** of the mobile apparatus **700** may be less than both the landing width **742** and the landing length **744**. In some examples, the overall length **702** may be approximately two and a half feet (0.76 meters) and the overall width **704** may be approximately one and a half feet (0.46 meters), although, other lengths may be used depending on the size and geometry of the sections, stairs or other types of obstacles that are being traversed.

One or more of the articulating sections **710**, **720**, and/or **730** may comprise a right traction control assembly **770** and

a left traction control assembly **780**. A propulsion system may be configured to cause the right traction control assembly **770** to move in an opposite rotational orientation as the left traction control assembly **780**. For example, the mobile apparatus **700** may be configured to rotate in place about an approximate central point **725** of the mobile apparatus **700**, while being located on the stair landing **740**. The central point **725** may be located on a longitudinal centerline **750** of the mobile apparatus **700**.

Typical stairs in many residential and commercial buildings may have a tread depth **762** of approximately nine inches (22.9 centimeters) to twelve inches (30.5 centimeters). In some examples, the lengths of one or more of the first section **710**, the second section **720**, and/or the third section **730** may be equal to or less than the tread depth **762**.

The first section **710** may have a first footprint **712** of between five inches (12.7 centimeters) and twelve inches (30.5 centimeters) in length. In some examples, the first footprint **712** may be approximately eight and a half inches (21.6 centimeters) in length. The first section **710** additionally may have a leading edge length **705** associated with a leading contact surface **713**, similar to leading contact surface **13** of FIG. **1**, which may be inclined with respect to the surface of the stair landing **740** and/or the stair **760**. The leading edge length **705** may be between one inch (2.5 centimeters) and six inches (15.2 centimeters). In some examples, the leading edge length **705** may be approximately two inches (5.1 centimeters).

Typical stairs in many residential and commercial buildings may have a riser height of between four inches (10.2 centimeters) and eight inches (20.3 centimeters). In some examples, a height of the first section **710** and/or the leading contact surface **713** may be equal to or greater than the riser height of the stair **760**.

The second section **720** may have a second footprint **722** of between five inches (12.7 centimeters) and twelve inches (30.5 centimeters) in length. In some examples, the second footprint **722** may be approximately eight and a half inches (21.6 centimeters) in length. The third section **730** may have a third footprint **732** of between five inches (12.7 centimeters) and twelve inches (30.5 centimeters) in length. In some examples, the third footprint **732** may be approximately ten and a half inches (26.7 centimeters) in length.

FIG. **8** illustrates a mobile apparatus **800** configured with three articulating sections, including a first articulating section **810**, a second articulating section **820**, and a third articulating section **830**. The three articulating sections **810**, **820**, **830** may comprise two or more wheels configured as traction devices. The first articulating section **810** may comprise a leading traction control assembly comprising an upper wheel **812**, a first wheel **814**, and a second wheel **816**. The upper wheel **812** and the first wheel **814** may be inclined or positioned at a forward angle **812**. The upper wheel **812** may be connected to the first wheel **814** by a first linkage **845**. The first wheel **814** may be connected to the second wheel **816** by a second linkage **855**.

The second articulating section **820** may comprise a second traction control assembly comprising a first wheel **822** and a second wheel **824**. The first wheel **822** may be connected to the second wheel **824** by a third linkage **865**. Additionally, a first connector **815** may be configured to operatively couple the first articulating section **810** to the second articulating section **820**. The first connector **815** may comprise one or more connecting members **830** and/or pivot points about which the first articulating section **810** and/or the second articulating section **820** may articulate. The first connector **815** may be configured to allow the first articulating section **810** to articulate relative to the second articulating section **820**, for example, in response to one or more points of contact of the first articulating section **810** coming into contact with an obstacle. The first connector **815** may provide for flexibility in movement of the mobile apparatus **800**, and may provide for a variability in angle between the first articulating section **810** and the second articulating section **820**.

The articulation of one or both of the first articulating section **810** and the second articulating section **820** may be controlled or moderated by one or more bias elements, such as a first bias element **833** and/or a second bias element **837**. The bias elements **833**, **837** may be configured to control an angle of articulation between the sections **810**, **820**, to apply pressure to one or more wheels to ensure proper rotation, friction, and/or pressure points, and to absorb shock and provide for a smooth transition between obstacles, such as when the mobile apparatus **800** navigates a series of stairs. In some examples, one or both of the first and/or second bias elements **833**, **837** may be configured to both dampen shock and to maintain a tractive effort of the mobile apparatus **800**.

The third articulating section **830** may comprise a third traction control assembly comprising a first wheel **832** and a second wheel **834**. The first wheel **832** may be connected to the second wheel **834** by a fourth linkage **875**. Additionally, a second connector **825** may be configured to operatively couple the second articulating section **820** to the third articulating section **830**. The second connector **825** may comprise one or more connecting members **840** and/or pivot points about which the second articulating section **820** and/or the third articulating section **830** may articulate. The second connector **825** may be configured to allow the second articulating section **820** to articulate relative to the third articulating section **830**, for example, in response to one or more points of contact of the second articulating section **820** coming into contact with an obstacle. The second connector **825** may provide for flexibility in movement of the mobile apparatus **800**, and may provide for a variability in angle between the second articulating section **820** and the third articulating section **830**.

The articulation of one or both of the second articulating section **820** and the third articulating section **830** may be controlled or moderated by one or more bias elements, such as a fourth bias element **843** and/or a fifth bias element **847**. The bias elements **843**, **847** may be configured to control an angle of articulation between the sections **820**, **830** to apply pressure to one or more wheels to ensure proper rotation, friction, and/or pressure points, and to absorb shock and provide for a smooth transition between obstacles, such as when the mobile apparatus **800** navigates a series of stairs. In some examples, one or both of the third and/or fourth bias elements **843**, **847** may be configured to both dampen shock and to maintain a tractive effort of the mobile apparatus **800**.

Although FIG. **8** illustrates a right side of the mobile apparatus **800**, it should be understood that there may be an opposite, left side with corresponding traction control assemblies similar to that described above.

The lengths, widths, heights, and angles described herein are for illustrative purposes only. For example, the dimensions associated with stairs may be associated with various U.S. and/or international standards; however, stairs and/or other obstacles having different dimensions are also contemplated herein.

Although various examples are illustrated with one or more gears, wheels, and/or tracks configured for locomotion, it should be appreciated that some examples may employ any combination of these elements, including the omission of one more tracks, for example. Similarly, the number of gears

and/or wheels is provided for illustrative purposes only, and in some examples, fewer or more gears and/or wheels may be used. One or more section may utilize a track, whereas another section may utilize wheels for tractions. In one example, a front section comprises a track as a traction device, and two trailing sections comprise wheels for traction devices.

The system and apparatus described above may use dedicated processor systems, microcontrollers, programmable logic devices, microprocessors, or any combination thereof, to perform some or all of the operations described herein. Some of the operations described above may be implemented in software and other operations may be implemented in hardware. One or more of the operations, processes, and/or methods described herein may be performed by an apparatus, a device, and/or a system substantially similar to those as described herein and with reference to the illustrated figures.

The processing device may execute instructions or "code" stored in memory. The memory may store data as well. The processing device may include, but may not be limited to, an analog processor, a digital processor, a microprocessor, a multi-core processor, a processor array, a network processor, or the like. The processing device may be part of an integrated control system or system manager, or may be provided as a portable electronic device that may be configured to interface with a networked system, locally and/or remotely, via a wireless transmission.

The processor memory may be integrated together with the processing device, for example RAM or FLASH memory disposed within an integrated circuit microprocessor or the like. In other examples, the memory may comprise an independent device, such as an external disk drive, a storage array, a portable FLASH key fob, or the like. The memory and processing device may be operatively coupled together, or in communication with each other, for example by an I/O port, a network connection, or the like, and the processing device may read a file stored on the memory. Associated memory may be "read only" by design (ROM) by virtue of permission settings, or not. Other examples of memory may include, but may not be limited to, WORM, EPROM, EEPROM, FLASH, or the like, which may be implemented in solid state semiconductor devices. Other memories may comprise moving parts, such as a known rotating disk drive. All such memories may be "machine-readable" and may be readable by a processing device.

Operating instructions or commands may be implemented or embodied in tangible forms of stored computer software (also known as "computer program" or "code"). Programs, or code, may be stored in a digital memory and may be read by the processing device. "Computer-readable storage medium" (or alternatively, "machine-readable storage medium") may include all of the foregoing types of memory, as well as new technologies of the future, as long as the memory may be capable of storing digital information in the nature of a computer program or other data, at least temporarily, and as long as the stored information may be "read" by an appropriate processing device. The term "computer-readable" may not be limited to the historical usage of "computer" to imply a complete mainframe, mini-computer, desktop or even laptop computer. Rather, "computer-readable" may comprise storage medium that may be readable by a processor, a processing device, or any computing system. Such media may be any available media that may be locally and/or remotely accessible by a computer or a processor, and may include volatile and non-volatile media, and removable and non-removable media, or any combination thereof.

A program stored in a computer-readable storage medium may comprise a computer program product. For example, a storage medium may be used as a convenient means to store or transport a computer program. For the sake of convenience, the operations may be described as various interconnected or coupled functional blocks or diagrams. However, there may be cases where these functional blocks or diagrams may be equivalently aggregated into a single logic device, program or operation with unclear boundaries.

Having described and illustrated the principles of various examples, it should be apparent that the examples may be modified in arrangement and detail without departing from such principles. We claim all modifications and variations coming within the spirit and scope of the following claims.

The invention claimed is:

1. A motorized apparatus, comprising:
   - a first articulating section including multiple points of contact inclined at a forward angle;
   - a second articulating section; and
   - a bias assembly operatively coupling the first articulating section to the second articulating section, wherein the first articulating section is configured to articulate relative to the second articulating section in response to one or more of the multiple points of contact coming into contact with an obstacle, and wherein the bias assembly comprises:
     - a first bias element configured to exert a first compression force against the first articulating section; and
     - a second bias element configured to exert a second compression force against the second articulating section.

2. The motorized apparatus of claim 1, wherein the bias assembly comprises a connector configured to provide one or more points of articulation associated with the first articulating section and the second articulating section.

3. The motorized apparatus of claim 2, wherein the first bias element and the second bias element are coupled to the connector, and wherein the first bias element is configured to exert the first compression force in an opposite direction to an articulation of the first articulating section.

4. The motorized apparatus of claim 1, wherein the first compression force is opposite in direction to an articulation of the first articulating section, and wherein the second compression force is opposite in direction to an articulation of the second articulating section.

5. The motorized apparatus of claim 1, wherein the bias assembly further comprises a connector, wherein the first bias element is coupled to the first articulation section at a first point, wherein both the first bias element and second bias element are attached to the connector at a central point, and wherein the second bias element is coupled to the second articulation section at a second point.

6. The motorized apparatus of claim 5, wherein the first bias element and the second bias element are arranged to form an obtuse angle comprising the first point, the central point, and the second point.

7. The motorized apparatus of claim 1, wherein the first articulating section is configured to articulate in a downward direction while the second articulating section is traveling over relatively flat ground, and wherein the first bias element is configured to exert the first compression force in the downward direction.

8. The motorized apparatus of claim 7, wherein the bias assembly further comprises a shock absorber coupled to the first articulating section, and wherein the shock absorber is configured to dampen a shock due to an articulation of the first articulating section in the downward direction.

9. The motorized apparatus of claim 1, wherein the first compression force exerted by the first bias element comprises a continuous force exerted against the first articulating section.

10. A motorized apparatus comprising:

a first articulating section including multiple points of contact inclined at a forward angle;

a second articulating section; and

a first bias assembly operatively coupling the first articulating section to the second articulating section, wherein the first articulating section is configured to articulate relative to the second articulating section in response to one or more of the multiple points of contact coming into contact with an obstacle, and wherein the first bias assembly is configured to exert a first spring force against at least one of the first articulating section and the second articulating section;

a third articulating section, wherein the third articulating section is configured to articulate relative to the second articulating section; and

a second bias assembly operatively coupling the third articulating section to the second articulating section, wherein the second bias assembly is configured to exert a second spring force against at least one of the second articulating section and the third articulating section.

11. The motorized apparatus of claim 10, wherein the second bias assembly comprises:

a connector configured to provide one or more points of articulation associated with the second articulating section and the third articulating section;

a first bias element configured to exert the second spring force against the second articulating section; and

a second bias element configured to exert a third spring force against the third articulating section.

12. The motorized apparatus of claim 11, wherein the second spring force is opposite in direction to an articulation of the second articulating section, and wherein the third spring force is opposite in direction to an articulation of the third articulating section.

13. A motorized apparatus, comprising:

a first articulating section;

a second articulating section;

a connector operatively coupling the first articulating section to the second articulating section;

a first bias element operatively coupled between the first articulating section and the connector and configured to exert a first compression force against the first articulating section; and

a second bias element operatively coupled between the second articulating section and the connector and configured to exert a second compression force against the second articulating section.

14. The motorized vehicle of claim 13, wherein the first articulating section comprises multiple points of contact inclined at a forward angle, and wherein the first articulating section is configured to articulate relative to the second articulating section in response to one or more of the multiple points of contact coming into contact with an obstacle.

15. The motorized vehicle of claim 14, wherein the first compression force is exerted in a direction which is substantially opposite to a direction of articulation associated with the first articulating section, and wherein the second compression force is exerted in a direction which is substantially opposite to a direction of articulation associated with the second articulating section.

16. The motorized vehicle of claim 13, wherein the first compression force is continuously exerted against the first articulating section, and wherein the second compression force is continuously exerted against the second articulating section.

17. The motorized vehicle of claim 13, wherein both the first bias element and the second bias element are operatively coupled to the connector at a common point of connection.

18. A motorized apparatus, comprising:

a first articulating section, wherein the first articulating section comprises multiple points of contact inclined at a forward angle;

a second articulating section;

means for coupling, wherein the means for coupling couples the first articulating section to the second articulating section, wherein the first articulating section is configured to articulate relative to the second articulating section in response to one or more of the multiple points of contact coming into contact with an obstacle;

first means for exerting a first spring force against the first articulating section, wherein the first means for exerting is operatively coupled between the means for coupling and the first articulating section; and

second means for exerting a second spring force against the second articulating section, wherein the second means for exerting is operatively coupled between the means for coupling and the second articulating section.

19. The motorized apparatus of claim 18, wherein the first means for exerting comprises means for exerting the first spring force in a direction which is substantially opposite to a direction of articulation associated with the first articulating section, and wherein the second means for exerting comprises means for exerting the second spring force in a direction which is substantially opposite to a direction of articulation associated with the second articulating section.

20. The motorized apparatus of claim 19, wherein the first means for exerting comprises means for continuously exerting the first spring force against the first articulating section, and wherein the second means for exerting comprises means for continuously exerting the second spring force against the second articulating section.

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STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

Sole-source items include:

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

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Vantage Tactical Robot
I am the sole-source supplier of this item because: patents on the technology. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 6th day of February, 2020

[Signature]

Jacqueline Bui Director of Sales
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on _____, 20___, by

_____.
[Printed Name]

_____
[Signature] Notary Public

State of _____
My Commission expires on _____

Notary Certificate attached/affixed pursuant
☐ CA Civil Code § 1189
☒ CA Government Code § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 6th day of February, 2020, by Jacqueline Bui,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

AIDAN ANDRADE
COMM. #2246997
NOTARY PUBLIC ● CALIFORNIA
Orange County
Commission Expires June 21, 2022

(Seal)

Signature

Tim Ryle
Chief Deputy

Robert Chody
WILLIAMSON COUNTY SHERIFF

Roy Fikac
Asst. Chief Deputy – Law Enforcement

Randolph Doyer
Asst. Chief Deputy - Corrections

508 South Rock Street
Georgetown, Texas 78626
Phone (512) 943-1300 Fax (512) 943-1393

To: Williamson County Purchasing
From: Sheriff Robert Chody
Subject: Sole Source Purchase Vantage Tactical Robot
Date: June 15, 2018

I am writing this in support and recommendation of purchasing the Transcend Tactical Robot. This advanced robotic company holds two patents regarding the ability to navigate stairs and other complicated obstacles. This robot is capable of carrying 250 pounds and dragging over 400 pounds providing the Sheriff's office the ability to rescue downed officers or citizens in highly dangerous environments without placing deputies at risk. It has a thermal camera providing the operator the ability to see not only in the dark but also in an environment such as heavy smoke to better find victims or suspects. Additionally, this robot will greatly increase the ability of our tactical team to more safely respond to critical incidents and bring them to a safe conclusion. This robot is completely end-user serviceable, providing a huge long-range cost savings. There simply no other tactical robot manufactured today that has the abilities of the Vantage Tactical.

I truly believe this robot will be a great asset to Williamson County and the citizens depending on us to come to their aid.

As to competitively bidding the product, this is brand new technology, a unique tool and currently the only one of its kind, therefore putting it out for bid would be futile. There is no other similar system for comparison pricing. I feel the crime solving capabilities are well worth the price.

Recorded statement of opening offers

SOLICITATION NAME: SS Tactical Robot

DATE & LOCATION OF OPENING: Apr 27 2020 10:00 AM Georgetown

LINKED LOTS: —

COMPANY NAME: **Williamson County**

ADDRESS: 100 Wilco Way, Suite P101
TX 78626, Georgetown, US

CONTACT PERSON: **Erica Smith**

JOB TITLE CONTACT PERSON:

SHORT DESCRIPTION: Williamson County, Texas intends to award a sole-source contract with **Transcend Tactical** for the following item(s):**Vantage R3 Robot and accessories including a controller unit, batteries, chargers, backpack, booster & high gain antenna, Mavic 2 pro drone as well as a non-lethal deployment system.**

THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.

Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.

If no affirmative responses are received by **10 A.M.** on **April 27th** showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.

** All Vendors must ensure that their time zone settings are set correctly to Central Standard Time (UTC-06:00) all times posted will be in Central Standard Time. Late submittals can not be accepted due to issues with time zone settings.

PARTICIPATION:

Interested Suppliers can view the full details of the Solicitation by clicking the **'PARTICIPATE'** button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

****!** I DON'T SEE A PARTICIPATE BUTTON **!****
You must be on the https://platform-us.negometrix.com website in order to access Williamson County's Solicitation information.

SUPPORT

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

SUPPLIERS

NAME SUPPLIER	ADDRESS	
Innvotronics, Inc	20 Storyland Lane 11733, East Setauket, US	
Solicitations and lots	Price	Submission
4608 SS Tactical Robot	—	**4/18/2020 12:58:29 PM**

Signature: _____

Erica Smith

Location: _____

Date: _____

TRANSCEND TACTICAL

(O) 765-480-1619
sales@transcendrobotics.com
Proprietary and Confidential Information

October 30, 2019

Transcend Tactical VantageTM
Terms, Conditions and Warranty Information

Limited Warranty

In exchange for monies tendered and upon the execution of this Agreement by Customer, Transcend Robotics, Inc., DBA Transcend Tactical, ("Transcend") warrants its VantageTM robot, Mini Vantage and related accessories (Products) to be free of defects in material and workmanship for one year from the date of delivery to Customer. Customer must report any claimed defect by phone at 714-421-7985, or by email at support@transcendtactical.com. Transcend, in consultation with AndyMark, Inc. (the manufacturing partner) will determine whether such repairs can be performed by parts supplied by manufacturer at no cost to the Customer or whether the Vantage robot will need to be returned to the manufacturer for repair or replacement at manufacturer's sole discretion. Replacement may be made with a robot in a similar or better state of use. If a return for repair is determined necessary, the customer will be responsible for shipping costs to the manufacturer and manufacturer will be responsible for return shipping costs. Each party will ensure that the shipment is fully insured in case of damage during shipment.

Warrant Exclusions/Limitations

Transcend is not liable under the warranty set forth above to the extent a defect or failure is caused by: (i) repair, alteration or modification of the Products by persons other than Transcend or its designee without Transcend's prior approval, (ii) use beyond the intended design or normal operating hours, or damage or defects caused by negligence, accident, abuse, misuse, improper or other abnormal usage, (iii) normal wear and tear; or (iv) Customer's failure to properly store, install, operate or maintain the Products in accordance with good industry practices or the recommendations or instructions of Transcend.

TRANSCEND MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AGAINST INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

Limitation of Liability

To the extent authorized under Texas law, Transcend shall in no event be liable for any consequential, incidental, indirect, special or punitive damages arising out of this Agreement, or out of any breach of its obligations hereunder, or out of any defect in, or failure of, or malfunction of the Products, including but not limited to, claims based upon personal injury or death, loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other equipment, environmental damage, loss by reasons of shutdown or non-operation, increased expenses of operations, cost of purchase of replacement equipment or claims of Customer or any other party for service interruption whether or not such loss or damage is based on contract, tort (including negligence and strict liability) or otherwise.
Further, except with respect to the limited warranty provided herein, Customer agrees to the extent authorized under Texas law that, Transcend will not be liable to Customer, its affiliates, employees, investors, partners, officers, directors and agents ("Customer Entities") or any third party under this Agreement for any liability, loss, damage, expense, or cost ("Loss") resulting from or arising out of personal injury or death of any person as a result of any Customer Entity's or third party's use of the VANTAGE ROBOT or accessories; provided, however, the foregoing shall not apply in the event any such Loss was a direct result of Transcend's gross negligence or willful misconduct.

In no event will Customer's cumulative, aggregate liability to the Customer Entities under this Agreement exceed the total amount paid by Customer to Transcend for the Products purchased hereunder.

Returns

Transcend Robotics, Inc. will accept returns of items purchased with an approved Return Merchandise Authorization within 14 days from the date of receipt of the robot, provided the item is returned in the same condition it was received. A refund will be credited to the customer provided that the customer adheres to the following customer responsibilities.

1. The operator that was using the robot at the time of the issue within the first 14-days of delivery was on boarded by Transcend Robotics
2. Onboarding must occur within 2 business days of delivery

Failing to meet these responsibilities will void the 14-day 100% money back guarantee.

The customer is responsible for all shipping charges to return products and will ensure the shipment is fully insured in case

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

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

c. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

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

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

f. Right to Audit: Transcend agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Transcend which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Transcend agrees that Customer shall have access during normal working hours to all necessary Transcend 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 Transcend reasonable advance notice of intended audits.

(O) 765-480-1619
sales@transcendrobotics.com
Proprietary and Confidential Information

Agreed and Accepted

Transcend Tactical

Phillip Walker

Printed Name Phillip Walker

CEO

Authorized Signature

Date: 04/14/2020

(O) 765-480-1619
sales@transcendrobotics.com
Proprietary and Confidential Information

Customer

_____

Organization Name

_____

Printed Name

_____

Title

_____

Authorized Signature

_____

Date

Commissioners Court - Regular Session **67.**

Meeting Date: 05/05/2020

Williamson County EMS Trauma Distribution Funds Transfer

Submitted For: Michael Knipstein **Submitted By:** Theresia Carter, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County EMS share of the FY 19 Capital Area Trauma Advisory Council (CATRAC) Trauma Systems Funds.

Background

CATRAC Trauma Distribution Funds for FY 19, Williamson County EMS participation in the Department of State Health Services (DSHS) trauma registry.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment from Other Entities	$38759.22

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/22/2020 09:30 AM
Form Started By: Theresia Carter		Started On: 04/22/2020 08:10 AM
Final Approval Date: 04/22/2020		

Commissioners Court - Regular Session **68.**

Meeting Date: 05/05/2020

Williamson County EMS Trauma Distribution Funds FY 19

Submitted For: Michael Knipstein **Submitted By:** Theresia Carter, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Capital Area Trauma Advisory Council (CATRAC) trauma distribution funding from FY 19 participation in the Department of State Health Services (DSHS) trauma registry.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003101	Educ Aids/Matls	$4980.00
	0100.0540.003001	Small Equip & Tools < $5000	$3608.16
	0100.0540.003002	Vehicle Equipment < $5000	$3351.60
	0100.0540.003200	Medical Supplies	$5004.50
	0100.0540.004234	Training Supplies	$21814.96

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/22/2020 09:31 AM
Form Started By: Theresia Carter		Started On: 04/22/2020 08:19 AM
Final Approval Date: 04/22/2020		

Commissioners Court - Regular Session **69.**

Meeting Date: 05/05/2020

Elections Budget Amendment 5.05.20

Submitted By: Pam Navarrette, 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 grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional expenditures for Elections.

Background

To recognize insurance proceeds and associated expenditures related to bookcase damaged by water.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0492.003005	Office Furniture	$801.71

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/23/2020 11:24 AM
Form Started By: Pam Navarrette		Started On: 04/23/2020 08:33 AM
Final Approval Date: 04/23/2020		

Commissioners Court - Regular Session **70.**

Meeting Date: 05/05/2020

Elections Budget Amendment 5.05.20

Submitted By: Pam Navarrette, 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 grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional revenues for the General Fund.

Background

To recognize insurance proceeds and the associated expenditures related to bookcase damaged by water. The budget amendment amount matches the quote provided by Elections to replace the damaged bookcase.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$801.71

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/23/2020 11:15 AM
Form Started By: Pam Navarrette		Started On: 04/23/2020 09:37 AM
Final Approval Date: 04/23/2020		

Commissioners Court - Regular Session **71.**

Meeting Date: 05/05/2020

Park Donations BA Rev 5.5.20

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 revenues for Park Donations.

Background

Firewood donations in the amount of $724.00 from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$724.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/27/2020 09:45 AM
Form Started By: Melanie Denny		Started On: 04/24/2020 03:40 PM
Final Approval Date: 04/27/2020		

Commissioners Court - Regular Session **72.**

Meeting Date: 05/05/2020

Park Donations BA Exp 5.5.20

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 Park Donations.

Background

Firewood donations in the amount of $724.00 from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$724.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/27/2020 09:46 AM
Form Started By: Melanie Denny		Started On: 04/24/2020 03:41 PM
Final Approval Date: 04/27/2020		

Commissioners Court - Regular Session **73.**

Meeting Date: 05/05/2020

JP4 Repairs and Modifications Funding

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the use of existing funds for potential repairs and modifications to the Precinct 4 Justice of the Peace Building in Taylor, P 431, which is funded out of the 2015 CO with the full budget available in the amount of $650,000.

Background

The existing JP4 building is in need of a structural assessment to determine the next course of action for any potential repairs and modifications to the building. Once a structural assessment is completed and a report is produced, this information can then be used to determine the next course of action for the building. There are additional improvement items currently approved and funded in the Facilities FY20 budget which are on hold until further direction is given.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/28/2020 08:40 AM
Form Started By: Wendy Danzoy		Started On: 04/28/2020 08:07 AM
Final Approval Date: 04/28/2020		

Commissioners Court - Regular Session **74.**

Meeting Date: 05/05/2020

Juvenile Justice Center - P533 - Reliance Arch WA #3

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization #3 in the amount of $240,225.00 to expire on April 1, 2021 under Williamson County Agreement for Architectural and Engineering Services dated January 30th, 2019, between Williamson County and Reliance Architecture, LLC for the design and construction administration of the Rooftop HVAC Replacement Project for the Juvenile Justice Center

Background

This project will be managed by Facilities Project Manager, Tom Stanfield, and will be funded under P533. The A/E will design plans and specifications for the replacement of all R-22 Freon HVAC Units and HVAC Controls to include recommended improvements to the technology and types of systems and controls.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JJC WA #3 - Reliance Architecture

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:38 AM
Form Started By: Wendy Danzoy		Started On: 04/30/2020 07:57 AM
Final Approval Date: 04/30/2020		

WORK AUTHORIZATION NO. 3

PROJECT: Juvenile Justice Center HVAC Upgrade

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 shall 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 $240,225.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on April 1st, 2021. 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 affect 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/Principal Architect
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by A/E

Attachment C - Fee Schedule

Attachment D - Work Schedule

Attachment A

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

Services to be provided by the County are outlined in the Work Authorization. These requirements may include all phases of work from preliminary design through building completion and move-in coordination.

Phase I - SCHEMATIC DESIGN - Plans, Outline Specifications, and Estimate:

The County will provide the following to the Architect/Engineer (A/E):

A. available Williamson County facility design standards and guidelines.

B. available existing documents with relevant site and facility information.

C. a Preliminary Scope of Work.

D. a preliminary construction budget.

The County will perform the following for the Architect/Engineer (A/E):

E. review progress schedule, preliminary plans, specifications, and cost estimate.

Phase II - DESIGN DEVELOPMENT - Plans, Specifications, and Estimate:

The County will review the following for the A/E:

A. plans and specifications.

B. construction methods and materials.

C. proposed building systems.

D. cost estimate.

Phase III - CONSTRUCTION DOCUMENTS - Plans, Specifications, and Estimate:

The County will review the following for the A/E:

A. plans, specifications, construction schedule, and cost estimates.

Phase IV – CONSTRUCTION CONTRACT BIDDING, AWARD AND EXECUTION:

The County will perform the following:

A. Advertise the project, receive and open the bids, and award the contract upon recommendation and concurrence of the A/E.

B. Submit successful bid to Williamson County Commissioners Court for approval. Final decision of award will rest with the County.

C. Secure signed contract from successful bidder and submit to County Judge for signature.

Phase V - CONSTRUCTION ADMINISTRATION - Project Observation and Coordination:

The County will perform the following for the A/E:

A. designate a Project Manager (PM) who will coordinate work performed by A/E.

B. approve commercial laboratories for required material testing.

C. process Contractor's monthly pay estimates using A/E's approved schedule of values for work complete.

D. approve Change Orders for changes that modify the scope of work.

Phase VI – PROJECT CLOSE-OUT – Inspections and Documentation:

The County will perform the following:

A. accompany the A/E for Final Inspection and provide input as necessary.

B. receive reviewed warranties, guarantees, bonds, operating instructions, and similar deliverables from the A/E.

C. process Contractor's final payment after A/E's review for work complete.

D. receive Record Documents from A/E.

Attachment B

SERVICES TO BE PROVIDED BY THE ARCHITECT OR ENGINEER

The Architect or Engineer (A/E) shall provide design services required for the preparation of plans, specifications and estimates (PS&E) and related documents for the following County facility:

Williamson County Juvenile Justice Center
200 Wilco Way, Georgetown, TX 78626
Project # P533-1045

These services may include, but are not limited to as-built drawings, programming, architectural, structural, mechanical, plumbing, electrical, hazardous materials, IT and security, cost estimates and construction administration, facility condition assessment, forensic investigations, and specialized studies and analysis.

PRELIMINARY SCOPE OF WORK:

1. Conduct a survey of all HVAC zones in the building to determine inadequacies in occupant comfort and code compliance.
2. Replace (47) existing Rooftop Units (RTUs) to mitigate issues identified in HVAC zone survey.
3. Renovate existing ducts, diffusers, and returns to mitigate issues identified in HVAC zone survey.
4. Integrating (58) DDC controls
5. Convert remaining electric heating units to gas heat
6. Retest Fire Alarm System and provide duct and CO detectors as required
7. Commission HVAC systems

Reliance Architecture, LLC April 16, 2020

Consultant's Value Added and Initial Scope (discussed 02/19/2020)

- (47) RTUs replacement with 2-speeds units for increased efficiency
- Roofing work and curb adapters with curb extensions to allow for future reroof without pulling RTU's and OA Machines (If this is not done, all units must be pulled and curb extensions added at reroof)
- (5) Outside Air Units replacement
- Bi-Polar ionization for Indoor Air Quality
- (58) units Complete New DDC Controls required for 2 speed units and age of controls
- New Duct Detectors and retest Fire Alarm
- Add New CO detectors for required classrooms retest Fire Alarm per new Fire Code
- Provide Hot Gas reheat for Humidity control (47) Roof Top Units
- Ductwork Extensions as required allow for future reroof without pulling RTU's or OA's
- New Electrical Disconnects at each unit
- New Condensate Piping as required
- Commission HVAC systems and Controls of Value Added Scope (53 RTU's, 5 OA machines, controls for all machines)

GENERAL REQUIREMENTS

Design Criteria. The A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. The A/E shall prepare each PS&E package in a form suitable for letting through the County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. The A/E shall notify the County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of the County's policy with the general public, the A/E shall not commit acts which would result in damages to private property, and the A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. The A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from the County prior to each entry.

The A/E shall notify the County and coordinate with adjacent A/Es on all controls at project interfaces.

The A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by the County. The A/E shall notify the County in writing prior to beginning any work on any outside agency's exhibit.

Progress Reporting and Invoicing. The A/E shall invoice according to the completion of each Phase I through VI and monthly, based on the percentage of completion of construction breakdowns shown in the Contract for Architectural or Engineering Services and Attachment C - *Fee Schedule*, of each Work Authorization. The A/E shall submit each invoice in a format acceptable to the County.

The A/E shall submit a monthly written progress report to the County's Project Manager (PM) regardless of whether the A/E is invoicing for that month.

The A/E shall prepare and maintain a design and estimated construction schedule in Gantt chart format. The A/E shall schedule milestone submittals per the Design Submittal Guidelines provided by the County.

Within 30 days of completion of construction of the project, all electronic files shall be delivered in conformance with the latest version of the County's Document Production Guidelines (when specifically provided to A/E by County Architect).

Final payment is contingent upon the County's receipt and confirmation by the County's PM that the electronic files run and are formatted in accordance with the Contract and all review comments are addressed.

The A/E shall prepare a letter of transmittal to accompany each document submittal to the County. At a minimum, the letter of transmittal must include the County's project name, contract and work authorization numbers, as well as facility name and address.

Coordination. The A/E shall coordinate issues through the County's PM. The County will communicate resolution of issues and provide A/E direction through the County's PM.

Level of Effort. For each Work Authorization, the A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). The A/E shall provide peer review at all levels. For each deliverable, the A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by the County in advance, the County, at its sole discretion, may reject the deliverable should the A/E fail to provide the evidence of quality control. The A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

The A/E shall perform QA and QC on all subconsultant products prior to delivery to the County. If, during the course of reviewing a submittal, it becomes apparent to the County that the submittal contains errors, omissions, or inconsistencies, the County may cease its review and immediately return the submittal for appropriate action by the A/E.

A submittal returned to the A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. The A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. The A/E shall not submit an invoice until the County accepts the submittal as complete.

Organization of Plan Sheets. The PS&E shall be complete and organized in accordance with the County's Document Production Guidelines (when specifically provided to A/E by County Architect). The PS&E package shall be suitable for the bidding and awarding of a construction contract, and in accordance with the County's latest policies and procedures.

Organization of Design Project Folder and Files (Electronic Project Files). The A/E shall organize and maintain the electronic project files in accordance with County's Document Production Guidelines (when specifically provided to A/E by County Architect).

Design services to be provided by the A/E shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C - *Fee Schedule*, and Attachment D - *Work Schedule*.

Phase I - SCHEMATIC DESIGN – Program, Plans, Outline Specifications and Estimate

The A/E shall accomplish the following:

A. Analyze Preliminary Scope of Work to verify needs of the County.

B. Analyze preliminary construction budget to determine project feasibility.

C. Investigate site/facility and verify known existing or available utility locations.

D. For developed sites and occupied buildings, provide a construction phasing plan for minimal disruption to County operations during construction.

E. Ensure plans and specifications comply with the latest locally adopted versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG), Texas Accessibility Standards of the Elimination of Architectural Barriers Act, Article 9102, Texas Civil Statutes, International Building Code (IBC), ASHRAE 90.1,

ASHRAE 62.1, International Mechanical Code (IMC), International Plumbing Code (IPC), National Electric Code (NEC), National Fire Protection Association (NFPA), International Energy Conservation Code (IECC), applicable sediment and erosion control regulations, and any other applicable codes and ordinances.

F. Advised the County of any changes, additions, or corrections to the preliminary plans and specifications.

G. When applicable, prepare recommendations and estimates for removal or remediation when asbestos containing materials or other hazardous substances are present.

H. Provide deliverables in accordance with County's Design Deliverable Guidelines.

Phase II - DESIGN DEVELOPMENT - Plans, Specifications and Estimate

Upon acceptance of Phase I by the County, the A/E shall proceed with the following work:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of Phase I.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) architectural, structural, mechanical, plumbing, electrical, and hazardous material remediation.

C. Prepare a Design Development level cost estimate in a form acceptable to the County.

D. Provide deliverables in accordance with County's Design Deliverable Guidelines.

Phase III - CONSTRUCTION DOCUMENTS - Plans, Specifications and Estimate

Upon acceptance of Phase II by the County, the A/E shall proceed with the following work:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, hazardous material remediation (when asbestos containing materials or other hazardous substances are present), landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of Phases I or II.

C. Prepare a detailed cost estimate of the project on a form acceptable to the County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by the County.

F. Provide deliverables in accordance with County's Design Deliverable Guidelines.

Phase IV – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon acceptance of Phase III by the County, the A/E shall proceed with the following work:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. After receipt of bids by the County, advise the County whether or not bids received are fair and reasonable, and whether or not the contract should be awarded on the basis of the bids received. The County will make the final decision as to whether a construction contract will or will not be awarded.

C. Obtain RAS plan review comments and construction permits from local municipal jurisdiction. County will pay required review and permitting fees.

D. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to the County.

E. Provide deliverables in accordance with County's Design Deliverable Guidelines.

Phase V - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon acceptance of Phase IV by the County, the A/E shall perform the following work:

A. Provide general administration and be the County's representative during the construction of the project. Advise, consult, and issue the County's instructions to the Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Review and submit copies of each shop drawing and submittal of materials and equipment to the County.

C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

D. Reject work performed by the Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

E. Review progress estimates of work performed and invoiced by the Contractor. Within one (1) week of receipt, submit written reviews to the County.

F. Conduct Substantial Completion inspection with appropriate staff and affiliates. Prepare a list of items needing correction. After the Contractor has performed the

required corrections, notify the County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

G. Provide deliverables in accordance with County's Design Deliverable Guidelines.

Phase VI – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon acceptance of Phase V by the County, the A/E shall perform the following work:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT model of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Deliverable Guidelines.

Attachment C

FEE SCHEDULE

The schedule below indicates fees for each Phase of the Project Total:	**$**	**240,225**
Phases I & II (combined) - DESIGN	**$**	**64,110**
Reliance Architecture	$	17,490
Hendrix Consulting Engineers	$	46,620
Phase III - CONSTRUCTION DOCUMENTS	**$**	**70,770**
Reliance Architecture	$	17,490
Hendrix Consulting Engineers	$	53,280
Phase IV - BIDDING, AWARD, AND EXECUTION	**$**	**8,846**
Reliance Architecture	$	2,186
Hendrix Consulting Engineers	$	6,660
Phase V - CONSTRUCTION ADMINISTRATION	**$**	**33,199**
Reliance Architecture	$	6,559
Hendrix Consulting Engineers	$	26,640
Phase VI - PROJECT CLOSE-OUT	**$**	**63,300**
Reliance Architecture	$	-
Hendrix Consulting Engineers	$	63,300

Attachment D

WORK SCHEDULE

Prime Provider: Reliance Architecture

The schedule below indicates various project milestones and their respective target completion dates throughout the project.

Standard end-of-phase review periods for the County shall be (5) business days minimum. Provide additional schedule charts (as needed) on subsequent sheets.

Work Authorization Execution Date	05/05/20
Phases I & II (combined) - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	06/09/20
County written authorization to proceed to next phase	06/15/20
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	08/10/20
County written authorization to proceed to next phase	08/17/20
Phase IV - BIDDING, AWARD AND EXECUTION	
Sealed Plans and Specifications and Estimate deliverables	08/31/20
County advertises project for Bid	09/14/20
Contract Award	09/28/20
Phase V - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	09/30/20
Construction Substantial Completion	02/15/20
Phase VI – PROJECT CLOSE-OUT	
Record Documents deliverables	03/15/21
Work Authorization Termination Date	06/01/21

Meeting Date: 05/05/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #1

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Inner Loop Annex Renovations (P-434); Vaughn Construction Change Order #1 in the amount of ($195,667.00) for removing security scope from original contract. This change order results in a credit to the project.

Background

This change order is to remove the security scope from the contract. There is no time extension expected. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Vaughn CO #1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2020 09:49 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:39 AM
Form Started By: Wendy Danzoy		Started On: 04/30/2020 08:08 AM
Final Approval Date: 04/30/2020		

VAUGHN CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

March 02, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0001

Dear Sir or Madam:

We respectfully submit our proposal for a decrease to our contract in the amount of $195,667 (one hundred ninety-five thousand six hundred sixty-seven) dollars to provide Credit for Taking Security Scope from Contract for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

Reviewed by KGA

Luma Jaffar

FORM B

PROJECT: **Annex Renovation**

CHANGE PROPOSAL NO: **279101-0001**

QUOTATION :

Item	Labor	Materials	Subs	Total
Credit for Taking Security Scope from Contract	$0.00	$(195,667.00)	$0.00	$(195,667.00)

Totals	$0.00	$(195,667.00)	$0.00	$(195,667.00)
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$(195,667.00)**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: **3/2/2020**

Accepted

By: _____

Date 4-28-20

VAUGHN CONSTRUCTION

By: _____

Thomas Morrill

Proposal Valid for 10 Days

Commissioners Court - Regular Session **76.**

Meeting Date: 05/05/2020

Receive updates on the Department of Infrastructure projects and issues

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, 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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/23/2020 08:44 AM
Form Started By: Vicky Edwards		Started On: 04/23/2020 08:31 AM
Final Approval Date: 04/23/2020		

Commissioners Court - Regular Session **77.**

Meeting Date: 05/05/2020

Awarding IFB #3625 Chandler Road Milling, Sealing and Overlay

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 awarding IFB #3625 Chandler Road Milling, Sealing and Overlay to the lowest responsive bidder Fuquay, Inc. and authorizing execution of the agreement.

Background

Purchasing solicited sealed bids for Chandler Road Milling, Sealing and Overlay. 7 vendors participated in the solicitation of which 4 vendors submitted a bid. All 4 bids were determined to be responsive and were reviewed by Road and Bridge. It was determined that Fuquay, Inc. submitted the lowest responsive bid in the amount of $1,748,987.87. Department point of contact is Terron Evertson. Funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Award Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/29/2020 06:16 PM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 09:14 PM
Form Started By: Thomas Skiles		Started On: 04/24/2020 06:16 AM
Final Approval Date: 04/29/2020		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Fuquay, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB **Solicitation #** 3625**,** Chandler Road Milling, Sealing and Overlay**; including the specifications set forth therein, which is incorporated herein as if copied in full.**

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of One Million Seven Hundred Forty Eight Thousand Nine Hundred Eighty Seven Dollars and Eighty Seven Cents ($1,748,987.87) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB **Solicitation #** 3625**, including the specifications set forth therein, which is incorporated herein as if copied in full.**

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: 35 days from the Notice to Proceed

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed 40 **days from the notice to proceed**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of Two Hundred **dollars per day ($**200**/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$1,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner'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 an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner 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 Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Fuquay, Inc.

By: David M. Kallfelz
David M. Kallfelz (Mar 27, 2020)

Printed Name: David M. Kallfelz

Title: President

Date: Mar 27, 2020

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____

Contractor's Designated Representative:

Darrell Curtis / Colton Curtis
Division Manager / Project manager

WILLIAMSON COUNTY
1848

March 11, 2020

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for Chandler Rd Milling and Overlay – IFB #3625

Please find below the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Fuquay, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Fuquay, Inc. - $1,748,987.87
2. Lone Star Paving Company - $2,072,149.52
3. Texas Materials Group, Inc. - $2,099,937.50
4. Austin Materials, LLC - $2,736,547.30

The Contractor's low base bid is $444,390.38 below the Engineer's Estimate, a cost decrease of 25.4%.

In addition to meeting the bid qualifications subject to being low bidder, Fuquay, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $1,748,987.87 and the previous work experience, I recommend to the Williamson County Commissioner's Court that they award Fuquay, Inc. the contract for the Chandler Rd Milling and Overlay project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Commissioners Court - Regular Session **78.**

Meeting Date: 05/05/2020

Awarding RFQ #2579 Materials Testing and Geotech

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 awarding RFQ #2579 Material Testing and Geotechnical Engineering Services to the overall most qualified respondents ETTL Engineers & Consultants, Inc., Fugro USA Land, Inc. and Kleinfelder, Inc. and authorizing execution of the agreements.

Background

Purchasing solicited sealed statements of qualifications for Material Testing and Geotechnical Engineering Services. 17 firms participated in the RFQ of which 13 firms submitted a response. The firms were thoroughly evaluated by an evaluation committee and it was determined that ETTL, Fugro and Kleinfelder were the most qualified firms to perform the services required by the county. Each contract amount will be $500,000.00 for Road Bond Services and $400,000.00 for Road & Bridge Services. Department point of contact is Bob Daigh. Funding source 01.0200.0210.004160 and 2019 Road Bond.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter
ETTL R&B Agreement
ETTL Road Bond Agreement
Kleinfelder R&B Agreement
Kleinfelder Road Bond Agreement
Fugro R&B Agreement
Fugro Road Bond Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/29/2020 06:25 PM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 07:55 PM
Purchasing (Originator)	Randy Barker	04/30/2020 11:01 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 11:20 AM

Form Started By: Thomas Skiles Started On: 04/28/2020 06:52 AM
Final Approval Date: 04/30/2020

WILLIAMSON COUNTY
1848

March 6, 2020

Mr. Randy Barker
Williamson County Purchasing Department
100 Wilco Way, P101
Georgetown, TX 78626

Subject: Recommendation for RFQ 2579 Material Testing & Geotechnical Engineering Services

Based on the attached supporting documentation, the Material Testing & Geotechnical Engineering Services Selection Committee recommends the selection of ETTL Engineers & Consultants, Inc., Frugo USA Land Inc. and Kleinfelder Inc. which were the top ranked firms from the evaluation process.

Seven firms were evaluated on March 3, 2020 by the following Selection Committee:

Please feel free to contact me if you have any questions.

Sincerely,

Robert B. Daigh, P.E.
Sr. Director of Infrastructure

Cc: Commissioner Terry Cook, Pct 1

EVALUATION - Material Testing & Geotechnical Engineering Services

RFQ 2579

DATE: March 3, 2020

Evaluation Criteria	Maximum Score Points	Alpha Testing Inc.	ETTL Engr & Consultants Inc.	Frugo USA Land Inc.	Gessner Engineering	Kleinfelder Inc.	Raba Kistner Inc.	Terracon TX
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	P	P	P	P	P	P	P
Experience of the Firm in Providing Liquid Asphalt Testing Services in Central Texas	40	30	30	35	25	35	35	35
Experience of the Firm Staff in Providing Asphalt Pavement Inspection and Testing in Central Texas	40	30	30	35	25	35	35	35
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	20	10	20	20	10	20	5	5
TOTAL	100	70	80	90	60	90	75	75

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **ETTL Engineers & Consultants Inc. ("Engineer")**
ADDRESS: **1717 East Erwin, Tyler, Texas 75702**
PROJECT: **On Call Material Testing & Geotechnical Engineering Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **four-hundred thousand Dollars ($400,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly

payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

[a] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

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[b] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Russell W. Gibson, PE
ETTL Engineers & Consultants Inc.
1717 East Erwin
Tyler, Texas 75702

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

Engineer: ETTL Engineers & Consultants Inc.
Attn: Russell Gibson, PE
1717 East Erwin
Tyler, Texas 75702

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

ETTL Engineers & Consultants Inc.

By: _____

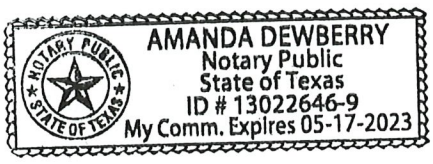
Printed Name: Darrell Flatt

Title: Executive Vice President

Date: March 27, 2020

SUBSCRIBED and sworn to before me the undersigned authority by Darrell Flatt the Executive Vice President of **ETTL Engineers & Consultants, Inc.**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas



My commission expires: 05/27/2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

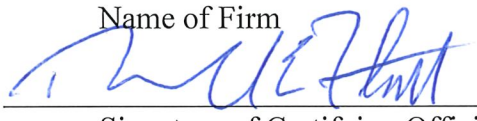
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

ETTL Engineers & Consultants Inc.
Name of Firm



Signature of Certifying Official

Darrell Flatt
Printed Name of Certifying Official

Executive Vice President
Title of Certifying Official

March 27, 2020
Date

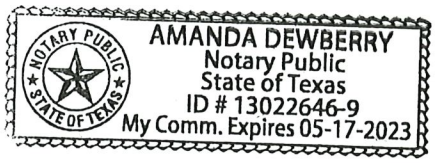
(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Darrell Flatt the Executive Vice President of ETTL Engineers & Consultants Inc., on behalf of said firm.

Amanda Dewberry

Notary Public in and for the
State of Texas



My commission expires: 05/17/2023

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Direct Labor			Consultant Propos
Job Classification	**Yrs Exp**		**Loaded Rate**
Engineer - Senior	15+		180.00
Project Manager	10 to 20		175.00
Engineer (Project)	10 to 15		160.00
Engineer (Design)	5 to 10		140.00
Engineer-In-Training	1 to 5		110.00
Engineer Technician - Senior	15+		125.00
Engineer Technician	5 to 15		95.00
Engineer Technician - Junior	1 to 5		80.00
Senior Geologist	15+		135.00
Geologist	5 to 15		110.00
Geologist-In-Training	1 to 5		90.00
CADD Operator - Senior	15+		85.00
CADD Operator	5 to 15		80.00
CADD Operator - Junior	1 to 5		70.00
Admin/Clerical			80.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00

Office Overhead Rate:	**187.85%**
Profit Rate:	**10.00%**



Services To Be Provided	Test Code	Unit	Unit Cost
Admixing Lime to Reduce PI of Soils	TEX-112-E	per series	**300.00**
Air Compressor	N/A	day	**200.00**
ATV Drilling Rig Surcharge	N/A	Day	**617.00**
ATV Drilling Rig Surcharge	N/A	LF	**10.00**
Borehole Grouting - Bentonite Chips	N/A	LF	**9.00**
Calcium Carbonate Content of Soils	ASTM D4373	each	**55.00**
California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	each	**350.00**
Casagrande Type Piezometers	N/A	foot	**405.00**
Casagrande Type Piezometers Installation	N/A	foot	**500.00**
Concrete/AC Patch	N/A	per patch	**45.00**
Consolidated-undrained Triaxial Compression Test of Cohesive Soils	ASTM D4767	test	**600.00**
Consolidated-undrained Triaxial Compression Test of Cohesive Soils	ASTM D4767	set of 3	**1,800.00**
Core Drill Asphalt	N/A	each	**100.00**
Core Repair/Patch Asphalt Cold Mix	N/A	each	**65.00**
Core Repair/Patch Concrete	N/A	each	**50.00**
Core Rig Daily Rate	N/A	day	**750.00**
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew)	N/A	trip	**400.00**
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): Includes preparation of report, coordination, utility clearance if needed	N/A	hour	**175.00**
(a) 4-in. diameter cores	N/A	Inch	**14.00**
(b) 6-in. diameter cores	N/A	Inch	**18.00**
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): *(a) 4-in. diameter cores*	N/A	Inch	**14.00**
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): *(b) 6-in. diameter cores*	N/A	Inch	**18.00**
Coring through concrete	N/A	each	**150.00**
Daily Crew Travel	N/A	hour	**250.00**
Direct Shear Test of Soils under consolidated drained conditions	ASTM D3080	set of 3	**1,800.00**
Drilling & Sampling - Hard Rock-Diamond Bit	N/A	LF	**46.00**
Drilling & Sampling - Rock	N/A	LF	**44.00**
Drilling & Sampling -Soft Rock Carbide Bit	N/A	LF	**37.00**
Drilling and Sampling - Soils	N/A	LF	**29.00**
Drilling Standby and Clean Up (including equipment, driller and helper)	N/A	hour	**300.00**
Drilling Working Rate (equipment, driller and helper)	N/A	hour	**250.00**
Dynamic Cone Penetration Test	N/A	each	**120.00**
Dynamic Cone Penetrometer	ASTM D6951	each	**40.00**
Electronic Water Level Device	N/A	day	**30.00**
Falling Weight Deflectometer	N/A	day	**2,850.00**
Falling Weight Deflectometer Equipment Mobilization (Trips over 100 miles to site)	N/A	mile	**6.00**
Hydraulic Conductivity Permeability	ASTM D2434	each	**400.00**
Hydraulic Conductivity Permeability	ASTM D4511	each	**400.00**
Hydraulic Conductivity Permeability (Silt and Clay)	ASTM D5084	each	**400.00**
Inclinometer Casing Installation	N/A	LF	**35.00**
Light Tower for Night Drilling	N/A	Day	**300.00**
Manhole Cover for Piezometer	N/A	Each	**175.00**
Method of Test for the Resistivity of Soils Material	TEX-129-E	each	**150.00**
Minimum Drilling Rate	N/A	day	**2,200.00**
Mobilization and Demobilization of Drilling Rig (Trips over 100 miles to site)	N/A	mile	**6.00**
Mobilization and Demobilization of Drilling Rig (Trips under 100 miles to site)	N/A	each	**550.00**
Modified Proctor Test	ASTM D1557	each	**300.00**
Monitoring well cover installation for piezometer and inclinometer	N/A	each	**500.00**
Night Drilling Surcharge	N/A	Day	**650.00**
One Dimensional Consolidation Properties of Soil Test	ASTM D2435	each	**450.00**

One Dimensional Swell, Method C	ASTM D4546	each	**160.00**
One Dimensional Swell, Methods A & B	ASTM D4546	each	**120.00**
Permeability of Silt and Clays	ASTM D5084	each	**375.00**
Piezometer - 2"	N/A	LF	**31.00**
Piezometer - 2" (including well completion and installation)	N/A	LF	**35.00**
Piezometer Abandonment	N/A	each	**300.00**
Piezometer Abandonment	N/A	day	**50.00**
Piezometer Abandonment	N/A	LF	**25.00**
Piezometer Finish: (a) Flush Mount w 2'x 2' pad	N/A	each	**300.00**
Piezometer Finish: (b) Stick up w/4 Bollards on a 4 'x 4' pad	N/A	each	**1,200.00**
Site clean up	N/A	hour	**200.00**
Soil Boring without TCP (< 60 ft.): (a) Utlizing Continuous Sampler	ASTM D1587	LF	**40.00**
Soil Boring without TCP (< 60 ft.): (b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	**40.00**
Soil Boring without TCP (< 60 ft.): (c) Augering	N/A	LF	**25.00**
Soil Boring without TCP (> 60 ft.): *(a) Utlizing Continuous Sampler*	ASTM D1587	LF	**40.00**
Soil Boring without TCP (> 60 ft.): *(b) Shelby Push Tubes Extruded in Field*	ASTM D1587	LF	**32.00**
Soil Boring without TCP (> 60 ft.): *(c) Augering*	N/A	LF	**28.00**
Soil Boring /Rock Coring without TCP (> 60 ft.)	N/A	LF	**45.00**
Soil Boring with SPT	ASTM D1586	LF	**25.00**
Soil Boring without TCP (< 60 ft.):	N/A	LF	**30.00**
Soil Boring/Rock Coring without TCP (< 60 ft.)	N/A	LF	**42.00**
Soil Boring/Rock Coring with TCP (< 60 ft.)	Tex-132-E	LF	**43.00**
Soil Boring/Rock Coring with TCP (> 60 ft.)	Tex-132-E	LF	**45.00**
Splitting Tensile of Intact Rock Core	ASTM D3967	each	**135.00**
Standard Penetration Test (SPT) and Split Barrel Sampline of Soils	ASTM D1586	test	**25.00**
Standard Proctor Test	ASTM D698	each	**250.00**
Standard Test Method for Dispersive Characteristics of Clay Soil by Double Hydrometer	ASTM D4221	each	**250.00**
Standard Test Methods for Determining Dispersive Characteristics of Clayey Soils by the Crumb Test	ASTM D6572	each	**50.00**
Standard Test Methods for Identification and Classification of Dispersive Clay Soils by the Pinhole Test	ASTM D4647	each	**280.00**
Standby of Crew		hour	**300.00**
Suction Test (Filter Method)	ASTM D5298	each	**80.00**
Test of unconsolidated-undrained triaxial compression test of cohesive soils	ASTM D2850	test	**125.00**
Unconfined Compressive Strength (Rock)	ASTM D2938	each	**90.00**
Unconfined Compressive Strength (Soil)	ASTM D2166	each	**75.00**
Uniaxial Compression Strength (Rock)	ASTM D7012	each	**65.00**
Unit Weight Of Soil	ASTM D2167	each	**65.00**
Vertical Inclinometer	N/A	each	**500.00**
Vertical Inclinometer Installation	N/A	each	**800.00**
Vertical Inclinometer Installation	N/A	LF	**65.00**
Vibrating Wire Piezometer	N/A	each	**850.00**
Vibrating Wire Piezometer Installation	N/A	each	**1,000.00**
Vibrating Wire Piezometer Installation	N/A	LF	**55.00**
Volumetric Shrinkage	ASTM D427	each	**90.00**
Water Stand Pipes	ASTM D4043	LF	**40.00**



ETTL Engineers and Consultants Inc.		Unit Cost	Consultant Proposal
Services To Be Provided	**Test Code**	**Unit**	**Cost**
Senior Engineer Tech	Personel	hour	60.00
Engineer Tech	Personel	hour	50.00
Admin/Clerical	Personel	hour	65.00
Determining Slaking Time	Tex-102-E	each	50.00
Determining Moisture Content in Soil Materials	Tex-103-E	each	15.00
Determining Liquid Limits of Soils	Tex-104-E	each	25.00
Determining Plastic Limit of Soils	Tex-105-E	each	25.00
Calculating the Plasticity Index of Soils	Tex-106-E	each	25.00
Determining the Bar Linear Shrinkage of Soils	Tex-107-E	each	40.00
Determining the Specific Gravity of Soils	Tex-108-E	each	55.00
Particle Size Analysis of Soils	Tex-110-E	each	80.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	Tex-111-E	each	40.00
Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	100.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	300.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	each	275.00
Field Method for Determining In-Place Density of Soils and Base Materials	Tex-115-E	each	20.00
Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	each	200.00
Triaxial Compression Test for Disturbed Soils and Base Materials	Tex-117-E	each	1,600.00
Triaxial Compression Test for Undisturbed Soils	Tex-118-E	each	200.00
Soil-Cement Testing- Part 1	Tex-120-E	each	275.00
Soil-Cement Testing- Part 2	Tex-120-E	each	275.00
Soil-Lime Testing- Part 1	Tex-121-E	each	275.00
Soil-Lime Testing- Part 2	Tex-121-E	each	275.00
Determining Potential Vertical Rise	Tex-124-E	each	85.00
Molding, Testing, and Evaluating Bituminous Black Base Materials	Tex-126-E	each	1,800.00
Lime Fly-Ash Compressive Strength Test Methods- Part 1	Tex-127-E	each	120.00
Lime Fly-Ash Compressive Strength Test Methods- Part 2	Tex-127-E	each	120.00
Determining Soil pH	Tex-128-E	each	35.00
Measuring the Resistivity of Soil Materials	Tex-129-E	each	130.00
Freezing and Thawing Tests of Compacted Soil-Cement Mixture	Tex-135-E	each	275.00
Manual Procedure for Description and Identification of Soils	Tex-141-E	each	50.00
Laboratory Classification of Soils for Engineering Purposes	Tex-142-E	each	45.00
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	100.00
Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	50.00
Compressive Strength of Cement Mortars	ASTM C109	set of 3	40.00
Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	each	75.00
Fineness Modulus of Fine Aggregate	Tex-402-A	each	80.00
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	Tex-403-A	each	75.00
Determining Unit Mass (Weight) of Aggregates	Tex-404-A	each	65.00
Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	50.00
Material Finer than 75 micrometer (No. 200) Sieve in Minderal Aggregates (Decantation Test for Concrete Aggregates)	Tex-406-A	each	70.00
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	each	90.00
Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	75.00
Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A	each	210.00
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	each	300.00
Determining Deleterious Material In Mineral Aggregate	Tex-413-A	each	85.00
Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A	each	20.00
Compressive Strength of Concrete Using Portions of Beams Broken in Flexure	Tex-419-A	each	30.00
Determining Pavement Thickness by Direct Measurement	Tex-423-A	each	30.00
Obtaining and Testing Drilled Cores of Concrete	Tex-424-A	each	100.00
Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate	Tex-433-A	each	65.00
Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	40.00
Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	300.00
Making and Curing Concrete Test Specimens	Tex-447-A	each	400.00
Flexural Strength of Concrete Using Simple Beam Third-Point Loading	Tex-448-A	each	30.00
Capping Cylindrical Concrete Specimens	Tex-450-A	each	10.00
Determining Crushed Face Particle Count	Tex-460-A	each	75.00



Clarifications

ETTL's office is located at:

8403 Crosspark Suite 3D
Austin, Texas 78754
Phone: 512-519-9312

ETTL sampling/testing/observation services must be scheduled through dispatch including cancellations. Our dispatch is available at the number noted above, Monday through Thursday between the hours of 8:00am & 5:00pm, Fridays 8:00am & 12:00pm with the exception of Holidays. Calls received outside of this time frame will be handled by our voice mail system and will be checked the next working day morning. It is recommended that you schedule services through our dispatch during our regular working hours noted above. We require one working day (24 hours) advance notice for our services. Same day call-ins or after hour voice mail call-ins for work the following day are subject to the availability of personnel.

Service is not guaranteed for same day call-in's.

Reinforcing Steel Inspections require adequate lighting in order to perform the inspection. The inspection needs to be scheduled during daylight hours and/or jobsite illumination needs to be provided by others in order to allow us to perform the required inspection. These inspections need to be scheduled independently of the concrete inspection.

At your request, ETTL's project manager will attend the pre-construction meeting for the project. Our project manager will answer any relevant questions regarding our service's for the project at that time. As the project progresses our project manager will be available to answer any questions you may have concerning our service's.

Three (3) paper copies of test reports are included for mail distribution as directed by the client at no additional charge. Additional mail copies of test reports requested and approved by the client will be charged at $0.45 per page to cover copying and mailing costs. There is no charge for additional distribution through our e-mail and web distribution system.

Compensation for our services will be based upon the actual sampling/testing/observations performed in accordance with the unit rates shown. The estimated budget that we have indicated is approximate and is based on our past experience with projects of similar type and scope. The estimated budget does not include cancellations/re-testing/re-inspection, and/or any changes and/or modifications to the contract documents.

Clarifications

If ETTL is selected to perform the sampling/testing/observation for the project we will require the following items in order to perform our services on your project.

Two complete sets of drawings and specifications.
Approved concrete mix designs for the project.
Report distribution list.

In addition, please be sure to add ETTL to the distribution list for all addendums and revisions on the project and notification of pre-construction meetings, where applicable, regarding soils, piers, concrete, masonry and structural steel.

All time is for a minimum of two hours or as noted. Overtime will be charged for all hours worked before 7:00am and after 5:00pm, for any time in excess of 8 hours per day or 40 hours per week, Saturdays, Sundays and Holidays. All time is Portal to Portal.

Project Engineering services on materials engineering and testing for consultation, analysis, report preparation and review, supervision and scheduling of field and laboratory personnel will typically be 0.4 to 0.7 hours per report.

This proposal is valid for sixty days from the listed proposal date.

All Invoices for our services are payable within 30 days with no retainage.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

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

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

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

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **ETTL Engineers & Consultants Inc._ ("Engineer")**
ADDRESS: **1717 East Erwin, Tyler, Texas 75702_**
PROJECT: **On Call Material Testing & Geotechnical Engineering Services_ ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **five-hundred thousand Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

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

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Russell W. Gibson, PE
ETTL Engineers & Consultants Inc.
1717 East Erwin
Tyler, Texas 75702

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

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

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

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

Engineer: ETTL Engineers & Consultants Inc.
Attn: Russell Gibson, PE
1717 East Erwin
Tyler, Texas 75702

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

04/08/2020

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

ETTL Engineers & Consultants Inc.

By 

Printed Name: Darrell Flatt

Title: Executive Vice President

Date: March 27, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

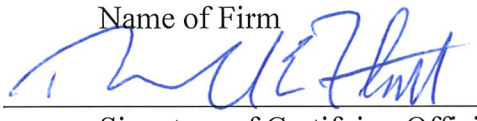
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

ETTL Engineers & Consultants Inc.
Name of Firm



Signature of Certifying Official

Darrell Flatt
Printed Name of Certifying Official

Executive Vice President
Title of Certifying Official

March 27, 2020
Date

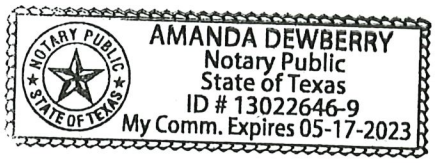
(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Darrell Flatt the Executive Vice President of ETTL Engineers & Consultants Inc., on behalf of said firm.

Amanda Dewberry

Notary Public in and for the
State of Texas



My commission expires: 05/17/2023

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES



EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Direct Labor			Consultant Propos
Job Classification	**Yrs Exp**		**Loaded Rate**
Engineer - Senior	15+		180.00
Project Manager	10 to 20		175.00
Engineer (Project)	10 to 15		160.00
Engineer (Design)	5 to 10		140.00
Engineer-In-Training	1 to 5		110.00
Engineer Technician - Senior	15+		125.00
Engineer Technician	5 to 15		95.00
Engineer Technician - Junior	1 to 5		80.00
Senior Geologist	15+		135.00
Geologist	5 to 15		110.00
Geologist-In-Training	1 to 5		90.00
CADD Operator - Senior	15+		85.00
CADD Operator	5 to 15		80.00
CADD Operator - Junior	1 to 5		70.00
Admin/Clerical			80.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00

Office Overhead Rate:	**187.85%**
Profit Rate:	**10.00%**



Services To Be Provided	Test Code	Unit	Unit Cost
Admixing Lime to Reduce PI of Soils	TEX-112-E	per series	**300.00**
Air Compressor	N/A	day	**200.00**
ATV Drilling Rig Surcharge	N/A	Day	**617.00**
ATV Drilling Rig Surcharge	N/A	LF	**10.00**
Borehole Grouting - Bentonite Chips	N/A	LF	**9.00**
Calcium Carbonate Content of Soils	ASTM D4373	each	**55.00**
California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	each	**350.00**
Casagrande Type Piezometers	N/A	foot	**405.00**
Casagrande Type Piezometers Installation	N/A	foot	**500.00**
Concrete/AC Patch	N/A	per patch	**45.00**
Consolidated-undrained Triaxial Compression Test of Cohesive Soils	ASTM D4767	test	**600.00**
Consolidated-undrained Triaxial Compression Test of Cohesive Soils	ASTM D4767	set of 3	**1,800.00**
Core Drill Asphalt	N/A	each	**100.00**
Core Repair/Patch Asphalt Cold Mix	N/A	each	**65.00**
Core Repair/Patch Concrete	N/A	each	**50.00**
Core Rig Daily Rate	N/A	day	**750.00**
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew)	N/A	trip	**400.00**
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): Includes preparation of report, coordination, utility clearance if needed	N/A	hour	**175.00**
(a) 4-in. diameter cores	N/A	Inch	**14.00**
(b) 6-in. diameter cores	N/A	Inch	**18.00**
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): *(a) 4-in. diameter cores*	N/A	Inch	**14.00**
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew): *(b) 6-in. diameter cores*	N/A	Inch	**18.00**
Coring through concrete	N/A	each	**150.00**
Daily Crew Travel	N/A	hour	**250.00**
Direct Shear Test of Soils under consolidated drained conditions	ASTM D3080	set of 3	**1,800.00**
Drilling & Sampling - Hard Rock-Diamond Bit	N/A	LF	**46.00**
Drilling & Sampling - Rock	N/A	LF	**44.00**
Drilling & Sampling -Soft Rock Carbide Bit	N/A	LF	**37.00**
Drilling and Sampling - Soils	N/A	LF	**29.00**
Drilling Standby and Clean Up (including equipment, driller and helper)	N/A	hour	**300.00**
Drilling Working Rate (equipment, driller and helper)	N/A	hour	**250.00**
Dynamic Cone Penetration Test	N/A	each	**120.00**
Dynamic Cone Penetrometer	ASTM D6951	each	**40.00**
Electronic Water Level Device	N/A	day	**30.00**
Falling Weight Deflectometer	N/A	day	**2,850.00**
Falling Weight Deflectometer Equipment Mobilization (Trips over 100 miles to site)	N/A	mile	**6.00**
Hydraulic Conductivity Permeability	ASTM D2434	each	**400.00**
Hydraulic Conductivity Permeability	ASTM D4511	each	**400.00**
Hydraulic Conductivity Permeability (Silt and Clay)	ASTM D5084	each	**400.00**
Inclinometer Casing Installation	N/A	LF	**35.00**
Light Tower for Night Drilling	N/A	Day	**300.00**
Manhole Cover for Piezometer	N/A	Each	**175.00**
Method of Test for the Resistivity of Soils Material	TEX-129-E	each	**150.00**
Minimum Drilling Rate	N/A	day	**2,200.00**
Mobilization and Demobilization of Drilling Rig (Trips over 100 miles to site)	N/A	mile	**6.00**
Mobilization and Demobilization of Drilling Rig (Trips under 100 miles to site)	N/A	each	**550.00**
Modified Proctor Test	ASTM D1557	each	**300.00**
Monitoring well cover installation for piezometer and inclinometer	N/A	each	**500.00**
Night Drilling Surcharge	N/A	Day	**650.00**
One Dimensional Consolidation Properties of Soil Test	ASTM D2435	each	**450.00**

One Dimensional Swell, Method C	ASTM D4546	each	**160.00**
One Dimensional Swell, Methods A & B	ASTM D4546	each	**120.00**
Permeability of Silt and Clays	ASTM D5084	each	**375.00**
Piezometer - 2"	N/A	LF	**31.00**
Piezometer - 2" (including well completion and installation)	N/A	LF	**35.00**
Piezometer Abandonment	N/A	each	**300.00**
Piezometer Abandonment	N/A	day	**50.00**
Piezometer Abandonment	N/A	LF	**25.00**
Piezometer Finish: (a) Flush Mount w 2'x 2' pad	N/A	each	**300.00**
Piezometer Finish: (b) Stick up w/4 Bollards on a 4 'x 4' pad	N/A	each	**1,200.00**
Site clean up	N/A	hour	**200.00**
Soil Boring without TCP (< 60 ft.): (a) Utlizing Continuous Sampler	ASTM D1587	LF	**40.00**
Soil Boring without TCP (< 60 ft.): (b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	**40.00**
Soil Boring without TCP (< 60 ft.): (c) Augering	N/A	LF	**25.00**
Soil Boring without TCP (> 60 ft.): *(a) Utlizing Continuous Sampler*	ASTM D1587	LF	**40.00**
Soil Boring without TCP (> 60 ft.): *(b) Shelby Push Tubes Extruded in Field*	ASTM D1587	LF	**32.00**
Soil Boring without TCP (> 60 ft.): *(c) Augering*	N/A	LF	**28.00**
Soil Boring /Rock Coring without TCP (> 60 ft.)	N/A	LF	**45.00**
Soil Boring with SPT	ASTM D1586	LF	**25.00**
Soil Boring without TCP (< 60 ft.):	N/A	LF	**30.00**
Soil Boring/Rock Coring without TCP (< 60 ft.)	N/A	LF	**42.00**
Soil Boring/Rock Coring with TCP (< 60 ft.)	Tex-132-E	LF	**43.00**
Soil Boring/Rock Coring with TCP (> 60 ft.)	Tex-132-E	LF	**45.00**
Splitting Tensile of Intact Rock Core	ASTM D3967	each	**135.00**
Standard Penetration Test (SPT) and Split Barrel Sampline of Soils	ASTM D1586	test	**25.00**
Standard Proctor Test	ASTM D698	each	**250.00**
Standard Test Method for Dispersive Characteristics of Clay Soil by Double Hydrometer	ASTM D4221	each	**250.00**
Standard Test Methods for Determining Dispersive Characteristics of Clayey Soils by the Crumb Test	ASTM D6572	each	**50.00**
Standard Test Methods for Identification and Classification of Dispersive Clay Soils by the Pinhole Test	ASTM D4647	each	**280.00**
Standby of Crew		hour	**300.00**
Suction Test (Filter Method)	ASTM D5298	each	**80.00**
Test of unconsolidated-undrained triaxial compression test of cohesive soils	ASTM D2850	test	**125.00**
Unconfined Compressive Strength (Rock)	ASTM D2938	each	**90.00**
Unconfined Compressive Strength (Soil)	ASTM D2166	each	**75.00**
Uniaxial Compression Strength (Rock)	ASTM D7012	each	**65.00**
Unit Weight Of Soil	ASTM D2167	each	**65.00**
Vertical Inclinometer	N/A	each	**500.00**
Vertical Inclinometer Installation	N/A	each	**800.00**
Vertical Inclinometer Installation	N/A	LF	**65.00**
Vibrating Wire Piezometer	N/A	each	**850.00**
Vibrating Wire Piezometer Installation	N/A	each	**1,000.00**
Vibrating Wire Piezometer Installation	N/A	LF	**55.00**
Volumetric Shrinkage	ASTM D427	each	**90.00**
Water Stand Pipes	ASTM D4043	LF	**40.00**



ETTL Engineers and Consultants Inc.		Unit Cost	Consultant Proposal
Services To Be Provided	**Test Code**	**Unit**	**Cost**
Senior Engineer Tech	Personel	hour	60.00
Engineer Tech	Personel	hour	50.00
Admin/Clerical	Personel	hour	65.00
Determining Slaking Time	Tex-102-E	each	50.00
Determining Moisture Content in Soil Materials	Tex-103-E	each	15.00
Determining Liquid Limits of Soils	Tex-104-E	each	25.00
Determining Plastic Limit of Soils	Tex-105-E	each	25.00
Calculating the Plasticity Index of Soils	Tex-106-E	each	25.00
Determining the Bar Linear Shrinkage of Soils	Tex-107-E	each	40.00
Determining the Specific Gravity of Soils	Tex-108-E	each	55.00
Particle Size Analysis of Soils	Tex-110-E	each	80.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	Tex-111-E	each	40.00
Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	100.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	300.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	each	275.00
Field Method for Determining In-Place Density of Soils and Base Materials	Tex-115-E	each	20.00
Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	each	200.00
Triaxial Compression Test for Disturbed Soils and Base Materials	Tex-117-E	each	1,600.00
Triaxial Compression Test for Undisturbed Soils	Tex-118-E	each	200.00
Soil-Cement Testing- Part 1	Tex-120-E	each	275.00
Soil-Cement Testing- Part 2	Tex-120-E	each	275.00
Soil-Lime Testing- Part 1	Tex-121-E	each	275.00
Soil-Lime Testing- Part 2	Tex-121-E	each	275.00
Determining Potential Vertical Rise	Tex-124-E	each	85.00
Molding, Testing, and Evaluating Bituminous Black Base Materials	Tex-126-E	each	1,800.00
Lime Fly-Ash Compressive Strength Test Methods- Part 1	Tex-127-E	each	120.00
Lime Fly-Ash Compressive Strength Test Methods- Part 2	Tex-127-E	each	120.00
Determining Soil pH	Tex-128-E	each	35.00
Measuring the Resistivity of Soil Materials	Tex-129-E	each	130.00
Freezing and Thawing Tests of Compacted Soil-Cement Mixture	Tex-135-E	each	275.00
Manual Procedure for Description and Identification of Soils	Tex-141-E	each	50.00
Laboratory Classification of Soils for Engineering Purposes	Tex-142-E	each	45.00
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	100.00
Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	50.00
Compressive Strength of Cement Mortars	ASTM C109	set of 3	40.00
Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	each	75.00
Fineness Modulus of Fine Aggregate	Tex-402-A	each	80.00
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	Tex-403-A	each	75.00
Determining Unit Mass (Weight) of Aggregates	Tex-404-A	each	65.00
Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	50.00
Material Finer than 75 micrometer (No. 200) Sieve in Minderal Aggregates (Decantation Test for Concrete Aggregates)	Tex-406-A	each	70.00
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	each	90.00
Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	75.00
Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A	each	210.00
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	each	300.00
Determining Deleterious Material In Mineral Aggregate	Tex-413-A	each	85.00
Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A	each	20.00
Compressive Strength of Concrete Using Portions of Beams Broken in Flexure	Tex-419-A	each	30.00
Determining Pavement Thickness by Direct Measurement	Tex-423-A	each	30.00
Obtaining and Testing Drilled Cores of Concrete	Tex-424-A	each	100.00
Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate	Tex-433-A	each	65.00
Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	40.00
Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	300.00
Making and Curing Concrete Test Specimens	Tex-447-A	each	400.00
Flexural Strength of Concrete Using Simple Beam Third-Point Loading	Tex-448-A	each	30.00
Capping Cylindrical Concrete Specimens	Tex-450-A	each	10.00
Determining Crushed Face Particle Count	Tex-460-A	each	75.00



Clarifications

ETTL's office is located at:

8403 Crosspark Suite 3D
Austin, Texas 78754
Phone: 512-519-9312

ETTL sampling/testing/observation services must be scheduled through dispatch including cancellations. Our dispatch is available at the number noted above, Monday through Thursday between the hours of 8:00am & 5:00pm, Fridays 8:00am & 12:00pm with the exception of Holidays. Calls received outside of this time frame will be handled by our voice mail system and will be checked the next working day morning. It is recommended that you schedule services through our dispatch during our regular working hours noted above. We require one working day (24 hours) advance notice for our services. Same day call-ins or after hour voice mail call-ins for work the following day are subject to the availability of personnel.

Service is not guaranteed for same day call-in's.

Reinforcing Steel Inspections require adequate lighting in order to perform the inspection. The inspection needs to be scheduled during daylight hours and/or jobsite illumination needs to be provided by others in order to allow us to perform the required inspection. These inspections need to be scheduled independently of the concrete inspection.

At your request, ETTL's project manager will attend the pre-construction meeting for the project. Our project manager will answer any relevant questions regarding our service's for the project at that time. As the project progresses our project manager will be available to answer any questions you may have concerning our service's.

Three (3) paper copies of test reports are included for mail distribution as directed by the client at no additional charge. Additional mail copies of test reports requested and approved by the client will be charged at $0.45 per page to cover copying and mailing costs. There is no charge for additional distribution through our e-mail and web distribution system.

Compensation for our services will be based upon the actual sampling/testing/observations performed in accordance with the unit rates shown. The estimated budget that we have indicated is approximate and is based on our past experience with projects of similar type and scope. The estimated budget does not include cancellations/re-testing/re-inspection, and/or any changes and/or modifications to the contract documents.

Clarifications

If ETTL is selected to perform the sampling/testing/observation for the project we will require the following items in order to perform our services on your project.

Two complete sets of drawings and specifications.
Approved concrete mix designs for the project.
Report distribution list.

In addition, please be sure to add ETTL to the distribution list for all addendums and revisions on the project and notification of pre-construction meetings, where applicable, regarding soils, piers, concrete, masonry and structural steel.

All time is for a minimum of two hours or as noted. Overtime will be charged for all hours worked before 7:00am and after 5:00pm, for any time in excess of 8 hours per day or 40 hours per week, Saturdays, Sundays and Holidays. All time is Portal to Portal.

Project Engineering services on materials engineering and testing for consultation, analysis, report preparation and review, supervision and scheduling of field and laboratory personnel will typically be 0.4 to 0.7 hours per report.

This proposal is valid for sixty days from the listed proposal date.

All Invoices for our services are payable within 30 days with no retainage.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

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

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

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

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Kleinfelder, Inc.** **("Engineer")**
ADDRESS: **1826 Kramer Lane, Suite M Austin Texas 78758**
PROJECT: **Road and Bridge Dept. "On Call" Materials Testing & Geotechnical Engineering Services** **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **four-hundred thousand Dollars ($400,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

[a] *See also*, Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

[b] *See* Art. 6, *supra*.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Kelly Daniel, PG
Kleinfelder, Inc.
1826 Kramer Lane, Suite M
Austin, Texas 78758

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

Engineer: Kelly Daniel, PG
Kleinfelder, Inc.
1826 Kramer Lane, Suite M
Austin, Texas 78758

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;

2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20____

ENGINEER

Kleinfelder, Inc.

By Kelly Daniel

Printed Name: Kelly Daniel, PG

Title: Austin Operations Manager

Date: April 7, 2020

SUBSCRIBED and sworn to before me the undersigned authority by Kelly Daniel _____ the Austin Operations Manager of **ENGINEER**, on behalf of said firm.

Wanda Janine
Notary Public in and for the
State of Texas

My commission expires: 01-22-2022

WANDA JANINE GREEN
NOTARY PUBLIC
STATE OF TEXAS
ID 131417415
EXP. 01-22-2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Kleinfelder, Inc.
Name of Firm

Kelly Daniel
Signature of Certifying Official

Kelly Danie, PG
Printed Name of Certifying Official

Austin Operations Manager
Title of Certifying Official

April 7, 2020
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Kelly Daniel _____ the Austin Operations Manager of Kleinfelder ,on behalf of said firm.



Wanda Janine Green
Notary Public in and for the
State of Texas

My commission expires: 1-22-2022

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES



EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D - Rate Schedule (including subcontractors)

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY

PROFESSIONAL STAFF RATES*

Staff Professional	$	114/ hour
Project Professional or Professional Engineer	$	145/ hour
Project Manager	$	145/ hour
Senior Project Manager	$	166/ hour

TECHNICAL STAFF RATES

Technician	$	60/ hour
Senior Inspector	$	100/ hour
Construction Manager	$	145/ hour

ADMINISTRATIVE STAFF RATES

Administrator	$	67/ hour
Project Administrator	$	82/ hour

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS

SOIL DENSITY TESTS

Test	Standard Test Method†	Fee		
Standard Proctor, 4” Mold	D698, T99	$	240.00	each
Standard Proctor, 6” Mold	D698, T99	$	240.00	each
Modified Proctor, 4" Mold	D1557, T180	$	260.00	each
Modified Proctor, 6" Mold	D1557, T180	$	260.00	each
Proctor Check Point	T272	$	125.00	each
Proctor Oversize Correction	D4718	$	70.00	each
Treated Soil Proctor	D558	$	320.00	each
Minimum and Maximum Relative Density	D4254, D4253	$	400.00	each
Moisture/Density, TEX 113-E	TEX-113-E	$	275.00	each
Moisture/Density, TEX 114-E	TEX-114-E	$	275.00	each
Nuclear Density Test	D6938, TEX-115-E	$	28.00	each
Triaxial Test, TEX117E, Part I	TEX-117E	$	2,250.00	each
Triaxial Test, TEX117E, Part II	TEX-117E	$	1,950.00	each

SOIL CLASSIFICATION AND INDEX TESTS

Test	Standard Test Method†	Fee		
Visual Classification	D2488	$	20.00	each
Sieve Analysis, % Finer than 200 Sieve	D1140, TEX-111-E	$	85.00	each
Sieve Analysis, Fine	D422, D6913, T88, TEX-110-E	$	85.00	each
Sieve Analysis, Coarse	D422, D6913, T88, TEX-110-E	$	85.00	each
Hydrometer Analysis (***Requires a Sieve Analysis, not included***)	D422, D7928	$	175.00	each
Water Content	D2216, D4363, TEX-103-E	$	25.00	each
Atterberg Limits, Single Point	D4318, TEX-104, 105, 106-E	$	79.00	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	$	150.00	each
Soil Specific Gravity	D854, T100	$	110.00	each
Soil Organic Content	D2974-C	$	110.00	each
Soil pH	D4972, G51, TEX-128-E	$	60.00	each
Soil Resistivity	G187	$	160.00	each
Chloride Content		$	60.00	each
Sulfate Content	TEX-145-E	$	60.00	each



†Common ASTM, AASHTO and DOT test methods.

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

Revised 3/19/2020

SOIL TESTS (continued)

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Pocket Penetration Value		$	30	each
Unconfined Compressive Strength	D2166, T208	$	140	each
Direct Shear, 1 Point	D3080, T236	$	150	each
Direct Shear, 3 Points	D3080, T236	$	390	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	$	250	each
Consolidation without Time Rate Plots	D2435-Modified	$	345	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	$	450	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	$	630	each
Collapse Potential	D5333	$	250	each
One Dimensional Swell – Wetting After Loading, Series	D4546-A	$	300	each
One Dimensional Swell – Wetting After Loading	D4546-B	$	175	each
One Dimensional Swell – Loading After Wetting	D4546-C	$	475	each
Expansion Index	D4829	$	195	each
Denver Swell Test		$	125	each
Permeability, Rigid Wall	D2434	$	450	each
Permeability, Flexible Wall	D5084-C	$	390	each
Triaxial Compression, CU, 1 Point	D4767, T297	$	500	each
Triaxial Compression, CU, 3 Points	D4767, T297	$	1,350	each
Triaxial Compression, UU, 1 Point	D2850, T296	$	210	each
Triaxial Compression, UU, 3 Points	D2850, T296	$	630	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	$	300	each
Triaxial Test, TEX117E, Part I	TEX-117-E	$	1,950	each
Triaxial Test, TEX117E, Part II	TEX-117-E	$	1,950	each

AGGREGATE TESTS

Test	**Standard Test Method†**	**Fee**		
Acid Solubility	TEX-612-J	$	175.00	each
Clay Lumps and Friable Particles, per size *(see note below)*	C142, T112	$	105.00	each
Coarse Specific Gravity & Absorption	C127, T85	$	80.00	each
Fine Specific Gravity & Absorption	C128, T84	$	105.00	each
Flat and Elongated Particles, per size *(see note below)*	D4791	$	80.00	each
Fractured Faces, per size *(see note below)*	D5821, T335	$	105.00	each
Los Angeles Abrasion, Large Aggregate	C535, TEX-410-A	$	350.00	each



†Common ASTM, AASHTO and DOT test methods.

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

Revised 3/19/2020

Los Angeles Abrasion, Small Aggregate	C131, T96, TEX-410-A	$	320.00	each
Mortar Sand Strength	C87, CTM515	$	580.00	each
Organic Impurities	C40, T21, TEX-408-A	$	65.00	each
Sand Equivalent, 1 point	D2419, T176	$	75.00	each
Sand Equivalent, 3 points	D2419, T176	$	140.00	each
Sieve Analysis, % Finer than 200 Sieve	C117, T11	$	75.00	each
Sieve Analysis, Fine	C136, T27	$	85.00	each
Sieve Analysis, Coarse	C136, T27	$	85.00	each
Soundness of Aggregate, per size	C88, T104	$	330.00	each
Unit Weight	C29, T19	$	65.00	each
Water Content	D2216, C566, T255	$	25.00	each
Texas Wet Ball Mill	TEX-116-E	$	300.00	each
Decantation Wash	TEX-406-A	$	60.00	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	$	135.00	each
Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.				

CONCRETE TESTS

Test	**Standard Test Method†**	**Fee**		
Concrete Compression	C39	$	25.00	each
Concrete Core Compression	C42	$	70.00	each
Concrete Cylinder Unit Weight	C567	$	105.00	each
Concrete Flexural Strength	C78	$	105.00	each
Shotcrete Compression	C1140	$	80.00	each
CLSM Compression	D4832	$	45.00	each

MASONRY TESTS

Test	**Standard Test Method†**	**Fee**		
Masonry Grout Compression	C1019	$	25.00	each
Masonry Mortar Compression	C942	$	25.00	each



†Common ASTM, AASHTO and DOT test methods.

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

Revised 3/19/2020

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

ASPHALT TESTS

Test	Standard Test Method†	Fee		
Air Voids Determination *(calculation only)*	D3203	$	50.00	each
Gradation of Extracted Aggregate	D5444	$	120.00	each
AC Core Thickness	D3549	$	15.00	each
AC Content by Extraction	D2172	$	210.00	each
Hveem Stability	D1560	$	340.00	each
Hveem Stability without Compaction	D1560	$	175.00	each
AC Content by Ignition Oven	D6307, T308	$	150.00	each
AC Moisture Content	T329	$	55.00	each
AC Content by Nuclear Gauge	D4125	$	220.00	each
Marshall Stability and Flow ***(does not include compaction)***	D6927	$	160.00	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	$	55.00	each

DESIGN AND DENSITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Maximum Theoretical Specific Gravity	D2041	$	150.00	each
Mix Design, Hveem Method		$	5,400.00	each
Mix Design, Marshall Method		$	3,000.00	each
Mix Design, Superpave Method		$	6,000.00	each

SAMPLE PREPARATION

SAMPLE PREPARATION				
Test	**Standard Test Method†**	**Fee**		
Rock Sample Preparation	D4543	$	100	each
Sample Crushing		$	150	each
Sample Cutting and Trimming		$	35	each
Sample Mixing and Processing		$	105	each
Sample Preparation		$	55	each
Sample Preparation, per hour		$	105	each
Sample Remolding		$	80	each
Contamination Fee		$	250	each
Sample Disposal Fee		$	10	each

MISCELLANEOUS

Test	Standard Test Method†	Fee		
Hydraulic Ram Calibration		$	300.00	each
Vehicle Charge, per trip		$	50.00	each

** Other test methods quoted upon request.

†Common ASTM, AASHTO and DOT test methods.

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



BASIS OF CHARGES

1. Listed herein are typical prices for services most frequently performed by Kleinfelder. Prices for other services provided by the firm or other services not listed will be given upon request, as well as special quotations for programs involving volume work.
2. A two-hour minimum charge will be made for all field services. Technical professional time for field services is billed portal-to-portal, in hourly increments following the minimum 2 hours.
3. Hours worked before 7 a.m. / after 5 p.m. Monday through Friday and time worked in excess of 8 hours per day will be charged at 1.5 times the hourly rate. Additionally, weekend (Saturday and Sunday) and holiday work will be charged at 1.5 times the hourly rate.
4. We are protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Public Liability Insurance for bodily injury and property damage, and will furnish certificates thereof upon request. We assume the risk of damage to our own supplies and equipment. If your contract or purchase order places greater responsibilities upon us or requires further insurance coverage, we, specifically directed by you, will take out additional insurance (if procurable) to protect us at your expense, but we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts of coverage of our insurance.
5. The attached schedule of fees will be valid for one calendar year.

ANCHOR TESTING

Fee Schedule

Please refer to the below table for specific charges.

Description	Fee/Rate
Hourly Rate	$75.00
Trip Charge Austin and Surrounding Areas	$50.00
Mileage to Project (Based on current government rates. For out-of-area projects in driving range.)	
Ultrasonics Equipment	$50.00 per Day
Magnetic Particle Equipment	$35.00 per Day
Dye Penetrant Equipment	$25.00 per Test

Brad Evans
AWS CWI, ASNT NDT III, NACE II
Owner/Manager

Geotechnical Drilling Rates

Soil augering/air drilling with sampling*:	$13.25 per foot
Hollow Stem*:	$20.00 per foot
Rock Coring, soft rock, carbide bits*:	$16.50 per foot
Rock Coring, hard rock, diamond bits*:	$21.50 per foot
Shale Coring*:	$21.00 per foot
Minimum drilling charge[+]:	$750.00 per job
Rig standby or excessive clean-up charge:	$170.00 per hour
[redacted]	
Local Mobilization (within 50-mile radius):	$300.00 per job
Out of Town Mobilization†:	$3.75 per mile
Air Compressor:	$125.00 per day
NX Core Boxes:	$8.00 each
HQ Core Boxes:	$15.00 each
Bentonite Hole Plug:	$3.00 per foot
Grout Hole Plug (4" Dia):	$5.00 per foot
Grout Hole Plug (8" Dia):	$16.00 per foot
Hourly Drilling[α]:	$200.00 per hour
Asphalt Patch:	$20.00 each
Concrete Patch:	$30.00 each

*Drilling depths from 50 ft to 100 ft will incur an additional $3.00 charge per foot. Depths from 100 ft to 150 ft incur an additional $7.00 charge per foot. Depths beyond 150 ft will be priced individually.

[redacted]

Utility location and coordination provided by customer unless previous arrangements have been made.

Work required to be completed on Saturday and Sunday, there is an additional $300 charge per day per crew

Weekly mobilization charge of $600 for large projects

[β]Per diem is valid based upon regional rates. Verify with AG for specific projects.

Reaming and casing is not included in any pricing shown.

Additional Samples beyond standard sampling at $20.00 (0-50 ft), $35 (50-100 ft)

Estimates required for roadway drilling, quarry drilling, and jobs over $5000.00

Traffic Control signs by us is an additional cost

Coring prices do not include marble, granite, dolomitic limestone.

10-day mobilizations require an estimate.

[α]4-hr minimum

Extra Charges will be required for Mud Rotary.

Equipment damage due to poor site access will be billed to customer.

[redacted]

Texas Geo Bore

2020 Rate Sheet

Mob Rig / Support Truck 0-60 Miles	LS	450.00
Mob Per M.	M	4.00
Crew Mob	LS	100.00
Daily Rate	DA	2,500.00
Hourly Rate	HR	250.00
Minnimum Rate	LS	800.00
Drill / Sample / Soils 0-50'	LF	12.00
Drill / Sample / Soils 50'-75'	LF	14.00
Drill / Sample / Soils 75'-100'	LF	16.00
Drill/Sample / Rock 0-50'	LF	14.00
Drill/Sample / Rock 50'-75'	LF	16.00
Drill/Sample / Rock 75'-100'	LF	18.00
Drill /Sample w/ 4" Casing	LF	6.00
Continuos Rock Core 0-50'	LF	20.00
Continuos Rock Core 50'-75'	LF	22.00
Continuos Rock Core 75'-100'	LF	24.00
Grouting 6" Bore	LF	5.00
Perdim / Per / Man Per Night	EA	150.00
Standby	HR	180.00
Clean Up	HR	180.00
Site Prep	HR	180.00
Concrete Cut	EA	75.00
Pavement Core	EA	150.00
TCP's	EA	35.00
Air Compressor 185-CFM	DA	200.00
Light Tower	DA	200.00

If extreme drilling conditions are encounterd rates will be revised.
Equipment Available For Your Services
Gardner Denver 1000 - w/ Air and Mud Rotary Capabilities w/ Auto Hammer.
CME 55 / Mobile B-57 - Hydrostat auger rig w/ Auto Hammer,HSA, Air and Mud Rotary



Capabilities.

ROADWISE SOLUTIONS

Barricades - Traffic - Striping

HUB Certified
DBE Certified
MBE Certified

1920 E. Riverside Dr, Austin, Texas

Date: **3/20/2020**
Project: **Material testing &Geotechnical Engineering Solic#2579**
Location: **Williamson County**
CSJ:

Estimator: **David Viera**
Phone Number: **512-409-5212**
Fax:
Email: david.viera@roadwisesolutiontx.com

ITEMS	DESCRIPTION	UNIT	QNTY	RATE	AMOUNT
804S-1 5 of 9 M-F	Flagging mobilization,Equipment rental, Setup & takedown. Up to 3 Reloc. per day	DAY	1.00	$385.00	$385.00
804S-1 5of 9 N&W	Flagging mobilization, Equipment rental, Setup & takedown. Up to 3 Reloc. per day	DAY	1.00	$440.00	$440.00
	Hourly rate per ATTSSA certified flagger (up to 8 hours)	HR	1.00	$40.00	$40.00
	Overtime hourly rate per ATTSSA certified flagger	HR	1.00	$55.00	$55.00
804S-1 1 of 9	Single right lane Closure. (Mon - Fri)	EA	1.00	$385.00	$385.00
804S-1 1 of 9	Single lane closure. (N & WKND)	EA	1.00	$550.00	$550.00
804S-1 2 of 9	Double lane closure. (Mon-Fri)	EA	1.00	$685.00	$685.00
804S-1 2 of 9	Double lane closure. (N & WKND)	EA	1.00	$795.00	$795.00
804S-1 10 of 13	Bike lane adjacent to parking lane/reverse/traffic encroachment. (Mon-Fri)	EA	1.00	$825.00	$825.00
804S-1 11,12 of 13	Bike lane adjacent to parking lane/reverse/traffic encroachment (N &WKND)	EA	1.00	$935.00	$935.00
804S-1 4 of 9	Sidewalk closure. (Mon-Fri)	EA	1.00	$250.00	$250.00
804S-1 4 of 9	Sidewalk closure. (N & WKND)	EA	1.00	$385.00	$385.00
804S-1 7 of 9	Traffic shift. (Mon-Fri)	EA	1.00	$935.00	$935.00
804S-1 7 of 9	Traffic shift. (N & WKND)	EA	1.00	$1,045.00	$1,045.00
804S-2 5 & 6 of 8	Road closure. (incl. 12 signs/stands and TY III's - Mon-Fri)	EA	1.00	$880.00	$880.00
804S-2 5 & 6 of 8	Road closure (incl. 12 signs/stands and TYIII's - N & WKND)	EA	1.00	$1,045.00	$1,045.00
Mon - Fri	Mobile operation (Incl. truck (1) AB (1) signs/stands, cones & 2 men (8 hours)	EA	1.00	$1,430.00	$1,430.00
N & WKND	Mobile operation (Incl. truck (1) AB (1) signs/stands, cones & 2 men (8 hours)	EA	1.00	$1,650.00	$1,650.00
	HIGHWAYS, FREEWAYS & ACCESS ROADS				
	Single lane closure. (Incl. TMA (1) AB (1) signs/stand & drums (Mon-Fri)	EA	1.00	$1,760.00	$1,760.00
	Single lane closure. (Incl. TMA (1) AB (1) signs/stand & drums (N & WKND)	EA	1.00	$1,980.00	$1,980.00
	Double lane closure. (incl. TMA (2) AB (2) signs/stands/drums (Mon-Fri)	EA	1.00	$2,640.00	$2,640.00
	Double lane closure. (incl.TMA (2) AB (2) signs/stands & drums (N & WKND)	EA	1.00	$3,080.00	$3,080.00
	Shoulder closure. (incl. TMA (1) signs/stands & drums (Mon-Fri)	EA	1.00	$1,325.00	$1,325.00
	Shoulder closure. (incl. TMA (1) signs/stands & drums (N & WKND)	EA	1.00	$1,540.00	$1,540.00
	Truck mounted attenuator (TMA) with a driver (8 hrs. day - Mon-Fri)	DAY	1.00	$880.00	$880.00
	Truck mounted attenuator (TMA) with a driver (8 hours day - N & WKND)	DAY	1.00	$1,075.00	$1,075.00
	Add standby time for any of the above closures per traffic control technician	HR	1.00	$40.00	$35.00
	Uniformed police officer	HR	1.00	$85.00	$85.00
	EQUIPMENT RENTAL	**EA**	**DAY**	**WEEK**	**MONTH**
	Truck mounted attenuator (TMA)	EA	705.00	$2,145.00	$4,950.00
	Portable changeable message board (MB)	EA	335.00	$990.00	$2,970.00
	Trailer mounted arrow board (AB)	EA	95.00	$265.00	$790.00
	Potable light tower (10 Hrs. Max)	EA	115.00	$330.00	$990.00
	TY III barricades	EA	9.00	$27.00	$80.00
	TY I barricades	EA	5.00	$14.00	$40.00

	Rollup signs (reflective)	EA	4.00	$13.00	$40.00
	Metal signs stand	EA	5.00	$16.00	$45.75
	Traffic drums	EA	4.50	$15.50	$45.00
	28" Traffic cones	EA	2.50	$6.00	$15.00
	Portable rumble strips (12 pcs)	EA	350.00	$995.00	$2,970.00
				Subtotal	$40,050.75
				Sales Tax	
				Total	

A minimum of 2 hours notice is required for cancellations, or 4 hour minimum fee applies.

Excludes custom signs. Call for quote.

Excludes delivery fees.

Excludes temporary reflective tape. Call for quote.

Excludes project limit signs and stands as per TxDOT BC (2) -14 - Call for quote

Nights and weekend flagging is consider overtime.

Excludes removal, relocation or installation of pavement marking - Call for quote

Excludes design, engineering permits fines, bonds, or AGC dues.

Excludes rumble strips, WZ (RS)-14 & 16.

Excludes daily monitoring of traffic control devices

Excludes temporary bridge mounted clearance signs or large ground mount overhead signs.

Contractor is responsible for communicating written discrepancies within 24 hours of notice.

Excludes permanent signs CTB, mailbox, signal, and MBGF

Any changes by the engineer from the plan and specification will be charged over the above quote.

Excludes sales taxes

Terms are net 30.

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Acceptance of proposal

Printed name: _____ _____

Signature: _____ Date: _____

AREA WIDE PROTECTIVE

PROPOSAL

Office ID	PROPOSAL ID
311	3/23/2020 10:29

CUSTOMER INFORMATION
KLEINFELDER
BEN BAUGH
505-330-4040
BBAUGH@KLEINFELDER.COM

PROJECT INFORMATION
WILLIAMSON COUNTY
WILCO RATES FOR IDIQ CONTRACT
TRAFFIC CONTROL
3/23/2020

ITEM	FLAGGING RATES	UNIT	QNTY	RATE	AMOUNT
9-3431-D	Flagger set-up. Daily rate. Excludes TMA. Excludes Rumble Strips.	EA	1.00	$280.00	$280.00 T
9-3440-C3-H	Flagging services. Three person crew. Hourly rate. 4-hour minimum.	HR	8.00	$120.00	$960.00
9-3440-C3-O	Flagging services. Three person crew. Hourly overtime rate. Applies to all time over 8-hour shift.	HR	TBD	$180.00	$0.00
9-3440-CA-H	Flagging services. Additional Flagger. Hourly rate. 4-hour	HR	TBD	$40.00	$0.00
9-3440-CA-O	Flagging services. Additional flagger. Hourly overtime rate. Applies to all time over 8-hour shift.	HR	TBD	$60.00	$0.00

ITEM	SINGLE LANE CLOSURE NON TXDOT ROADWAY	UNIT	QNTY	RATE	AMOUNT
9-3390-1L-D	Single lane closure. Daily rate. single lane closure equipment delivery, setup, rental and take down. Excludes standby time, TMA and Rumble Strips. Daily rate.	EA	TBD	$400.00	$0.00 T
9-3390-1L-N	Single lane closure. Nightly rate. single lane closure equipment delivery, setup, rental and take down. Excludes standby time, TMA and Rumble Strips. Nightly rate.	EA	TBD	$540.00	$0.00 T

ITEM	2 MAN CREW MOBILE OPERATION	UNIT	QNTY	RATE	AMOUNT
9-3390M-2L-	Single moving lane closure. 2 person crew. Daily rate. NON TXDOT ROADWAY.	EA	TBD	$1,125.00	$0.00 T
9-3390M-2L-	Single moving lane closure. 2 person crew. Nightly rate. NON TXDOT ROADWAY.	EA	TBD	$1,270.00	$0.00 T

For any questions regarding this quote, contact:
Estimator: Monic Trevino | mtrevino@awptraffic.com | (512) 962-0143

Prices are valid thru 3/23/2021.
When rumble strips are setup/removed by AWP, a TMA will be required to protect workers.
Excludes advance public notice message board - if required.
Excludes pilot car operation.
Excludes mobile operation for setting or removing lane closure.
If scope of service changes in the field, additional charges will be incurred using Book Rates.
Excludes police services.
Excludes design, engineering, permits, fines and fees.
Excludes sales tax, bonds, and AGC dues.
Items not specifically noted will be additional.
Prices are firm when order is placed within 30 days from contract award.
Proposal based on plans originated prior to bid date. Rates subject to change for plans generated after bid date.
Terms are Net 30 with approved credit.

Any alterations or deviation by the engineer from the plans and specifications will be executed only upon written change order, and will be charged over and above the proposal. All material is guaranteed to be as specified, and the above listed work will be performed in accordance with the plans and specifications submitted. This proposal is an offer to perform the specific work described above and is dependent on the acceptance of an agreeable contract. This proposal will become an attachment to any contract.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work outlined above. Payment will be made as outlined above.

Customer Signature: _____ Date: _____

Send Contracts to 4244 Mt. Pleasant St. NW, North Canton, OH 44720 or Contracts@awptraffic.com
For projects that require certified payroll, AWP must be notified prior to mobilization.
https://www.awptrafficsafety.com/texas

CATEGORY 1 LOADED HOURLY RATE SHEET for:

The Rios Group, Inc.

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Joseph Anderson	PE #69493	**Director of Engineering Services**	**$276.73**	**/hr**
Key Personnel	Travis Isaacson	PE #100094	**Area Manager, Central Texas**	**$252.40**	**/hr**
Field Manager			**SUE**	**$103.39**	**/hr**
Supervisory Engineer IV (15-20)				**$158.13**	**/hr**
Professional Engineer I (4-8)				**$136.84**	**/hr**
Engineering Associate II (5-10)				**$97.31**	**/hr**
Engineer in Training I (0-5)				**$91.23**	**/hr**
CADD Technician IV (15-20)				**$79.07**	**/hr**
Administrative Specialist V (20-25)				**$83.63**	**/hr**
Administrative Specialist II (8-12)				**$67.42**	**/hr**



SUE UNIT PRICES & FIELD CREW HOURLY RATES
2019 Proposed – Approved

1. Utility Designation/ Investigation/ Mapping Services Unit Prices

Price includes all associated costs including but not limited to designation, engineering, survey, CADD and traffic control. 1,000 linear foot minimum, otherwise hourly rates for designating crew are used.

Price per linear foot:	$1.60/lf

2. Subsurface Utility Location (Test Hole) Services Unit Prices

Price includes all associated costs including but not limited to vacuum excavation, engineering, survey, CADD and limited traffic control. Traffic control plans and signs/ barricades are separate. Assumes benchmark provided, standard workweek.

Price per test hole:	0 feet to 5 feet	$1,155.00 ea
	Over 5 feet to 8 feet	$1,420.00 ea
	Over 8 feet to 13 feet	$1,785.00 ea
	Over 13 feet to 20 feet	$2,310.00 ea
	Over 20 feet	$2,875.50 ea
	Pavement Coring	$350.00 ea

Note: Depth will be determined from surface to the bottom of the utility.

3. Mobilization/ Demobilization Unit Prices

Price includes the cost to mobilize and demobilize personnel and equipment to/from the project site. This is a one time cost per project assignment.

Vacuum excavation truck:	$5.00/mile
Designating and/or other survey vehicle:	$2.25/mile
Traffic control vehicle:	$2.00/mile

Note: All rates include equipment and personnel travel time.

4. Miscellaneous Expenses Unit Prices

Utility designating services, without mapping:	$1.10/lf
Expert witness:	$175.00/hour
Required Permit Fees:	at cost
Traffic Control Plan, Signs/Barricades	at cost
Special select backfill/pavement restoration:	at cost
Reproducibles beyond normal requirements:	at cost
Other SUE related activities:	at cost
Ground penetrating radar:	Negotiated at PROJECT assignment

5. Hourly Field Crew Rates

DOCUMENTATION OF PROVISIONAL / OVERHEAD RATES

Overhead rate documentation has been provided to the City of Austin and was utilized by the COA in reviewing and approving the loaded hourly rates below.

FIELD PERSONNEL HOURLY SERVICE:	Hourly Rate	*TX Registration Number*
One Designating Person	$136.50/hr	
Two Person Designating Crew	$210.00/hr	
Three Person Locating Crew w/ Excavation Vehicle	$330.75/hr	
Flagger	$47.25/hr	

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

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

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

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

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Kleinfelder, Inc.** **("Engineer")**
ADDRESS: **1826 Kramer Lane, Suite M Austin, Texas 78758**
PROJECT: 2019 Road Bond Program "On-Call" Materials & Geotechnical Eng. Services
("Project")

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **five-hundred thousand Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

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

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Kelly Daniel, PG
Kleinfelder, Inc.
1826 Kramer Lane, Suite M
Austin, Texas 78758

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

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

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

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

Engineer: Kelly Daniel, PG
Kleinfelder, Inc.
1826 Kramer Lane, Suite M
Austin, Texas 78758

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

04/27/2020

Date: _____ ____, 20_____

ENGINEER

Kleinfelder, Inc.

By Kelly Daniel

Printed Name: Kelly Daniel, PG

Title: Austin Operations Manager

Date: April 7, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Kleinfelder, Inc.
Name of Firm

Kelly Daniel
Signature of Certifying Official

Kelly Daniel, PG
Printed Name of Certifying Official

Austin Operations Manager
Title of Certifying Official

April 7, 2020
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Kelly Daniel _____ the Austin Operations Manager of Kleinfelder ,on behalf of said firm.



Wanda Janine Green
Notary Public in and for the
State of Texas

My commission expires: 1-22-2022

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES



EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D - Rate Schedule (including subcontractors)

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY

PROFESSIONAL STAFF RATES*

Staff Professional	$	114/ hour
Project Professional or Professional Engineer	$	145/ hour
Project Manager	$	145/ hour
Senior Project Manager	$	166/ hour

TECHNICAL STAFF RATES

Technician	$	60/ hour
Senior Inspector	$	100/ hour
Construction Manager	$	145/ hour

ADMINISTRATIVE STAFF RATES

Administrator	$	67/ hour
Project Administrator	$	82/ hour

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

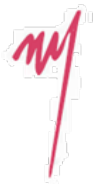
SOIL TESTS

SOIL DENSITY TESTS

Test	Standard Test Method†	Fee		
Standard Proctor, 4” Mold	D698, T99	$	240.00	each
Standard Proctor, 6” Mold	D698, T99	$	240.00	each
Modified Proctor, 4" Mold	D1557, T180	$	260.00	each
Modified Proctor, 6" Mold	D1557, T180	$	260.00	each
Proctor Check Point	T272	$	125.00	each
Proctor Oversize Correction	D4718	$	70.00	each
Treated Soil Proctor	D558	$	320.00	each
Minimum and Maximum Relative Density	D4254, D4253	$	400.00	each
Moisture/Density, TEX 113-E	TEX-113-E	$	275.00	each
Moisture/Density, TEX 114-E	TEX-114-E	$	275.00	each
Nuclear Density Test	D6938, TEX-115-E	$	28.00	each
Triaxial Test, TEX117E, Part I	TEX-117E	$	2,250.00	each
Triaxial Test, TEX117E, Part II	TEX-117E	$	1,950.00	each

SOIL CLASSIFICATION AND INDEX TESTS

Test	Standard Test Method†	Fee		
Visual Classification	D2488	$	20.00	each
Sieve Analysis, % Finer than 200 Sieve	D1140, TEX-111-E	$	85.00	each
Sieve Analysis, Fine	D422, D6913, T88, TEX-110-E	$	85.00	each
Sieve Analysis, Coarse	D422, D6913, T88, TEX-110-E	$	85.00	each
Hydrometer Analysis (***Requires a Sieve Analysis, not included***)	D422, D7928	$	175.00	each
Water Content	D2216, D4363, TEX-103-E	$	25.00	each
Atterberg Limits, Single Point	D4318, TEX-104, 105, 106-E	$	79.00	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	$	150.00	each
Soil Specific Gravity	D854, T100	$	110.00	each
Soil Organic Content	D2974-C	$	110.00	each
Soil pH	D4972, G51, TEX-128-E	$	60.00	each
Soil Resistivity	G187	$	160.00	each
Chloride Content		$	60.00	each
Sulfate Content	TEX-145-E	$	60.00	each



†Common ASTM, AASHTO and DOT test methods.

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

Revised 3/19/2020

SOIL TESTS (continued)

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Pocket Penetration Value		$	30	each
Unconfined Compressive Strength	D2166, T208	$	140	each
Direct Shear, 1 Point	D3080, T236	$	150	each
Direct Shear, 3 Points	D3080, T236	$	390	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	$	250	each
Consolidation without Time Rate Plots	D2435-Modified	$	345	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	$	450	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	$	630	each
Collapse Potential	D5333	$	250	each
One Dimensional Swell – Wetting After Loading, Series	D4546-A	$	300	each
One Dimensional Swell – Wetting After Loading	D4546-B	$	175	each
One Dimensional Swell – Loading After Wetting	D4546-C	$	475	each
Expansion Index	D4829	$	195	each
Denver Swell Test		$	125	each
Permeability, Rigid Wall	D2434	$	450	each
Permeability, Flexible Wall	D5084-C	$	390	each
Triaxial Compression, CU, 1 Point	D4767, T297	$	500	each
Triaxial Compression, CU, 3 Points	D4767, T297	$	1,350	each
Triaxial Compression, UU, 1 Point	D2850, T296	$	210	each
Triaxial Compression, UU, 3 Points	D2850, T296	$	630	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	$	300	each
Triaxial Test, TEX117E, Part I	TEX-117-E	$	1,950	each
Triaxial Test, TEX117E, Part II	TEX-117-E	$	1,950	each

AGGREGATE TESTS

Test	**Standard Test Method†**	**Fee**		
Acid Solubility	TEX-612-J	$	175.00	each
Clay Lumps and Friable Particles, per size *(see note below)*	C142, T112	$	105.00	each
Coarse Specific Gravity & Absorption	C127, T85	$	80.00	each
Fine Specific Gravity & Absorption	C128, T84	$	105.00	each
Flat and Elongated Particles, per size *(see note below)*	D4791	$	80.00	each
Fractured Faces, per size *(see note below)*	D5821, T335	$	105.00	each
Los Angeles Abrasion, Large Aggregate	C535, TEX-410-A	$	350.00	each



†Common ASTM, AASHTO and DOT test methods.

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- **Those beginning with T are AASHTO methods.**

Los Angeles Abrasion, Small Aggregate	C131, T96, TEX-410-A	$	320.00	each
Mortar Sand Strength	C87, CTM515	$	580.00	each
Organic Impurities	C40, T21, TEX-408-A	$	65.00	each
Sand Equivalent, 1 point	D2419, T176	$	75.00	each
Sand Equivalent, 3 points	D2419, T176	$	140.00	each
Sieve Analysis, % Finer than 200 Sieve	C117, T11	$	75.00	each
Sieve Analysis, Fine	C136, T27	$	85.00	each
Sieve Analysis, Coarse	C136, T27	$	85.00	each
Soundness of Aggregate, per size	C88, T104	$	330.00	each
Unit Weight	C29, T19	$	65.00	each
Water Content	D2216, C566, T255	$	25.00	each
Texas Wet Ball Mill	TEX-116-E	$	300.00	each
Decantation Wash	TEX-406-A	$	60.00	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	$	135.00	each
Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.				

CONCRETE TESTS

Test	**Standard Test Method†**	**Fee**		
Concrete Compression	C39	$	25.00	each
Concrete Core Compression	C42	$	70.00	each
Concrete Cylinder Unit Weight	C567	$	105.00	each
Concrete Flexural Strength	C78	$	105.00	each
Shotcrete Compression	C1140	$	80.00	each
CLSM Compression	D4832	$	45.00	each

MASONRY TESTS

Test	**Standard Test Method†**	**Fee**		
Masonry Grout Compression	C1019	$	25.00	each
Masonry Mortar Compression	C942	$	25.00	each



†Common ASTM, AASHTO and DOT test methods.

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

Revised 3/19/2020

KLEINFELDER FEE SCHEDULE – WILLIAMSON COUNTY FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

ASPHALT TESTS

Test	Standard Test Method†	Fee		
Air Voids Determination *(calculation only)*	D3203	$	50.00	each
Gradation of Extracted Aggregate	D5444	$	120.00	each
AC Core Thickness	D3549	$	15.00	each
AC Content by Extraction	D2172	$	210.00	each
Hveem Stability	D1560	$	340.00	each
Hveem Stability without Compaction	D1560	$	175.00	each
AC Content by Ignition Oven	D6307, T308	$	150.00	each
AC Moisture Content	T329	$	55.00	each
AC Content by Nuclear Gauge	D4125	$	220.00	each
Marshall Stability and Flow ***(does not include compaction)***	D6927	$	160.00	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	$	55.00	each

DESIGN AND DENSITY TESTS

Test	Standard Test Method†	Fee		
Maximum Theoretical Specific Gravity	D2041	$	150.00	each
Mix Design, Hveem Method		$	5,400.00	each
Mix Design, Marshall Method		$	3,000.00	each
Mix Design, Superpave Method		$	6,000.00	each

SAMPLE PREPARATION

SAMPLE PREPARATION

Test	Standard Test Method†	Fee		
Rock Sample Preparation	D4543	$	100	each
Sample Crushing		$	150	each
Sample Cutting and Trimming		$	35	each
Sample Mixing and Processing		$	105	each
Sample Preparation		$	55	each
Sample Preparation, per hour		$	105	each
Sample Remolding		$	80	each
Contamination Fee		$	250	each
Sample Disposal Fee		$	10	each

MISCELLANEOUS

Test	Standard Test Method†	Fee		
Hydraulic Ram Calibration		$	300.00	each
Vehicle Charge, per trip		$	50.00	each

** Other test methods quoted upon request.

†Common ASTM, AASHTO and DOT test methods.

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

BASIS OF CHARGES

1. Listed herein are typical prices for services most frequently performed by Kleinfelder. Prices for other services provided by the firm or other services not listed will be given upon request, as well as special quotations for programs involving volume work.
2. A two-hour minimum charge will be made for all field services. Technical professional time for field services is billed portal-to-portal, in hourly increments following the minimum 2 hours.
3. Hours worked before 7 a.m. / after 5 p.m. Monday through Friday and time worked in excess of 8 hours per day will be charged at 1.5 times the hourly rate. Additionally, weekend (Saturday and Sunday) and holiday work will be charged at 1.5 times the hourly rate.
4. We are protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Public Liability Insurance for bodily injury and property damage, and will furnish certificates thereof upon request. We assume the risk of damage to our own supplies and equipment. If your contract or purchase order places greater responsibilities upon us or requires further insurance coverage, we, specifically directed by you, will take out additional insurance (if procurable) to protect us at your expense, but we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts of coverage of our insurance.
5. The attached schedule of fees will be valid for one calendar year.

ANCHOR TESTING

Fee Schedule

Please refer to the below table for specific charges.

Description	Fee/Rate
Hourly Rate	$75.00
Trip Charge Austin and Surrounding Areas	$50.00
Mileage to Project (Based on current government rates. For out-of-area projects in driving range.)	
Ultrasonics Equipment	$50.00 per Day
Magnetic Particle Equipment	$35.00 per Day
Dye Penetrant Equipment	$25.00 per Test

Brad Evans
AWS CWI, ASNT NDT III, NACE II
Owner/Manager



Geotechnical Drilling Rates

Soil augering/air drilling with sampling*:	$13.25 per foot
Hollow Stem*:	$20.00 per foot
Rock Coring, soft rock, carbide bits*:	$16.50 per foot
Rock Coring, hard rock, diamond bits*:	$21.50 per foot
Shale Coring*:	$21.00 per foot
Minimum drilling charge[+]:	$750.00 per job
Rig standby or excessive clean-up charge:	$170.00 per hour
[redacted]	
Local Mobilization (within 50-mile radius):	$300.00 per job
Out of Town Mobilization†:	$3.75 per mile
Air Compressor:	$125.00 per day
NX Core Boxes:	$8.00 each
HQ Core Boxes:	$15.00 each
Bentonite Hole Plug:	$3.00 per foot
Grout Hole Plug (4" Dia):	$5.00 per foot
Grout Hole Plug (8" Dia):	$16.00 per foot
Hourly Drilling[α]:	$200.00 per hour
Asphalt Patch:	$20.00 each
Concrete Patch:	$30.00 each

*Drilling depths from 50 ft to 100 ft will incur an additional $3.00 charge per foot. Depths from 100 ft to 150 ft incur an additional $7.00 charge per foot. Depths beyond 150 ft will be priced individually.

[redacted]

Utility location and coordination provided by customer unless previous arrangements have been made.

Work required to be completed on Saturday and Sunday, there is an additional $300 charge per day per crew

Weekly mobilization charge of $600 for large projects

[β]Per diem is valid based upon regional rates. Verify with AG for specific projects.

Reaming and casing is not included in any pricing shown.

Additional Samples beyond standard sampling at $20.00 (0-50 ft), $35 (50-100 ft)

Estimates required for roadway drilling, quarry drilling, and jobs over $5000.00

Traffic Control signs by us is an additional cost

Coring prices do not include marble, granite, dolomitic limestone.

10-day mobilizations require an estimate.

[α]4-hr minimum

Extra Charges will be required for Mud Rotary.

Equipment damage due to poor site access will be billed to customer.

[redacted]

Texas Geo Bore

2020 Rate Sheet

Mob Rig / Support Truck 0-60 Miles	LS	450.00
Mob Per M.	M	4.00
Crew Mob	LS	100.00
Daily Rate	DA	2,500.00
Hourly Rate	HR	250.00
Minnimum Rate	LS	800.00
Drill / Sample / Soils 0-50'	LF	12.00
Drill / Sample / Soils 50'-75'	LF	14.00
Drill / Sample / Soils 75'-100'	LF	16.00
Drill/Sample / Rock 0-50'	LF	14.00
Drill/Sample / Rock 50'-75'	LF	16.00
Drill/Sample / Rock 75'-100'	LF	18.00
Drill /Sample w/ 4" Casing	LF	6.00
Continuos Rock Core 0-50'	LF	20.00
Continuos Rock Core 50'-75'	LF	22.00
Continuos Rock Core 75'-100'	LF	24.00
Grouting 6" Bore	LF	5.00
Perdim / Per / Man Per Night	EA	150.00
Standby	HR	180.00
Clean Up	HR	180.00
Site Prep	HR	180.00
Concrete Cut	EA	75.00
Pavement Core	EA	150.00
TCP's	EA	35.00
Air Compressor 185-CFM	DA	200.00
Light Tower	DA	200.00

If extreme drilling conditions are encounterd rates will be revised.
Equipment Available For Your Services
Gardner Denver 1000 - w/ Air and Mud Rotary Capabilities w/ Auto Hammer.
CME 55 / Mobile B-57 - Hydrostat auger rig w/ Auto Hammer,HSA, Air and Mud Rotary



Capabilities.

ROADWISE SOLUTIONS

Barricades - Traffic - Striping

HUB Certified
DBE Certified
MBE Certified

1920 E. Riverside Dr, Austin, Texas

Date: **3/20/2020**
Project: **Material testing &Geotechnical Engineering Solic#2579**
Location: **Williamson County**
CSJ:

Estimator: **David Viera**
Phone Number: **512-409-5212**
Fax:
Email: david.viera@roadwisesolutiontx.com

ITEMS	DESCRIPTION	UNIT	QNTY	RATE	AMOUNT
804S-1 5 of 9 M-F	Flagging mobilization,Equipment rental, Setup & takedown. Up to 3 Reloc. per day	DAY	1.00	$385.00	$385.00
804S-1 5of 9 N&W	Flagging mobilization, Equipment rental, Setup & takedown. Up to 3 Reloc. per day	DAY	1.00	$440.00	$440.00
	Hourly rate per ATTSSA certified flagger (up to 8 hours)	HR	1.00	$40.00	$40.00
	Overtime hourly rate per ATTSSA certified flagger	HR	1.00	$55.00	$55.00
804S-1 1 of 9	Single right lane Closure. (Mon - Fri)	EA	1.00	$385.00	$385.00
804S-1 1 of 9	Single lane closure. (N & WKND)	EA	1.00	$550.00	$550.00
804S-1 2 of 9	Double lane closure. (Mon-Fri)	EA	1.00	$685.00	$685.00
804S-1 2 of 9	Double lane closure. (N & WKND)	EA	1.00	$795.00	$795.00
804S-1 10 of 13	Bike lane adjacent to parking lane/reverse/traffic encroachment. (Mon-Fri)	EA	1.00	$825.00	$825.00
804S-1 11,12 of 13	Bike lane adjacent to parking lane/reverse/traffic encroachment (N &WKND)	EA	1.00	$935.00	$935.00
804S-1 4 of 9	Sidewalk closure. (Mon-Fri)	EA	1.00	$250.00	$250.00
804S-1 4 of 9	Sidewalk closure. (N & WKND)	EA	1.00	$385.00	$385.00
804S-1 7 of 9	Traffic shift. (Mon-Fri)	EA	1.00	$935.00	$935.00
804S-1 7 of 9	Traffic shift. (N & WKND)	EA	1.00	$1,045.00	$1,045.00
804S-2 5 & 6 of 8	Road closure. (incl. 12 signs/stands and TY III's - Mon-Fri)	EA	1.00	$880.00	$880.00
804S-2 5 & 6 of 8	Road closure (incl. 12 signs/stands and TYIII's - N & WKND)	EA	1.00	$1,045.00	$1,045.00
Mon - Fri	Mobile operation (Incl. truck (1) AB (1) signs/stands, cones & 2 men (8 hours)	EA	1.00	$1,430.00	$1,430.00
N & WKND	Mobile operation (Incl. truck (1) AB (1) signs/stands, cones & 2 men (8 hours)	EA	1.00	$1,650.00	$1,650.00
	HIGHWAYS, FREEWAYS & ACCESS ROADS				
	Single lane closure. (Incl. TMA (1) AB (1) signs/stand & drums (Mon-Fri)	EA	1.00	$1,760.00	$1,760.00
	Single lane closure. (Incl. TMA (1) AB (1) signs/stand & drums (N & WKND)	EA	1.00	$1,980.00	$1,980.00
	Double lane closure. (incl. TMA (2) AB (2) signs/stands/drums (Mon-Fri)	EA	1.00	$2,640.00	$2,640.00
	Double lane closure. (incl.TMA (2) AB (2) signs/stands & drums (N & WKND)	EA	1.00	$3,080.00	$3,080.00
	Shoulder closure. (incl. TMA (1) signs/stands & drums (Mon-Fri)	EA	1.00	$1,325.00	$1,325.00
	Shoulder closure. (incl. TMA (1) signs/stands & drums (N & WKND)	EA	1.00	$1,540.00	$1,540.00
	Truck mounted attenuator (TMA) with a driver (8 hrs. day - Mon-Fri)	DAY	1.00	$880.00	$880.00
	Truck mounted attenuator (TMA) with a driver (8 hours day - N & WKND)	DAY	1.00	$1,075.00	$1,075.00
	Add standby time for any of the above closures per traffic control technician	HR	1.00	$40.00	$35.00
	Uniformed police officer	HR	1.00	$85.00	$85.00
	EQUIPMENT RENTAL	**EA**	**DAY**	**WEEK**	**MONTH**
	Truck mounted attenuator (TMA)	EA	705.00	$2,145.00	$4,950.00
	Portable changeable message board (MB)	EA	335.00	$990.00	$2,970.00
	Trailer mounted arrow board (AB)	EA	95.00	$265.00	$790.00
	Potable light tower (10 Hrs. Max)	EA	115.00	$330.00	$990.00
	TY III barricades	EA	9.00	$27.00	$80.00
	TY I barricades	EA	5.00	$14.00	$40.00

	Rollup signs (reflective)	EA	4.00	$13.00	$40.00
	Metal signs stand	EA	5.00	$16.00	$45.75
	Traffic drums	EA	4.50	$15.50	$45.00
	28" Traffic cones	EA	2.50	$6.00	$15.00
	Portable rumble strips (12 pcs)	EA	350.00	$995.00	$2,970.00
				Subtotal	$40,050.75
				Sales Tax	
				Total	

A minimum of 2 hours notice is required for cancellations, or 4 hour minimum fee applies.

Excludes custom signs. Call for quote.

Excludes delivery fees.

Excludes temporary reflective tape. Call for quote.

Excludes project limit signs and stands as per TxDOT BC (2) -14 - Call for quote

Nights and weekend flagging is consider overtime.

Excludes removal, relocation or installation of pavement marking - Call for quote

Excludes design, engineering permits fines, bonds, or AGC dues.

Excludes rumble strips, WZ (RS)-14 & 16.

Excludes daily monitoring of traffic control devices

Excludes temporary bridge mounted clearance signs or large ground mount overhead signs.

Contractor is responsible for communicating written discrepancies within 24 hours of notice.

Excludes permanent signs CTB, mailbox, signal, and MBGF

Any changes by the engineer from the plan and specification will be charged over the above quote.

Excludes sales taxes

Terms are net 30.

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Acceptance of proposal

Printed name: _____ _____

Signature: _____ Date: _____

AREA WIDE PROTECTIVE

PROPOSAL

Office ID	PROPOSAL ID
311	3/23/2020 10:29

CUSTOMER INFORMATION
KLEINFELDER
BEN BAUGH
505-330-4040
BBAUGH@KLEINFELDER.COM

PROJECT INFORMATION
WILLIAMSON COUNTY
WILCO RATES FOR IDIQ CONTRACT
TRAFFIC CONTROL
3/23/2020

ITEM	FLAGGING RATES	UNIT	QNTY	RATE	AMOUNT
9-3431-D	Flagger set-up. Daily rate. Excludes TMA. Excludes Rumble Strips.	EA	1.00	$280.00	$280.00 T
9-3440-C3-H	Flagging services. Three person crew. Hourly rate. 4-hour minimum.	HR	8.00	$120.00	$960.00
9-3440-C3-O	Flagging services. Three person crew. Hourly overtime rate. Applies to all time over 8-hour shift.	HR	TBD	$180.00	$0.00
9-3440-CA-H	Flagging services. Additional Flagger. Hourly rate. 4-hour	HR	TBD	$40.00	$0.00
9-3440-CA-O	Flagging services. Additional flagger. Hourly overtime rate. Applies to all time over 8-hour shift.	HR	TBD	$60.00	$0.00

ITEM	SINGLE LANE CLOSURE NON TXDOT ROADWAY	UNIT	QNTY	RATE	AMOUNT
9-3390-1L-D	Single lane closure. Daily rate. single lane closure equipment delivery, setup, rental and take down. Excludes standby time, TMA and Rumble Strips. Daily rate.	EA	TBD	$400.00	$0.00 T
9-3390-1L-N	Single lane closure. Nightly rate. single lane closure equipment delivery, setup, rental and take down. Excludes standby time, TMA and Rumble Strips. Nightly rate.	EA	TBD	$540.00	$0.00 T

ITEM	2 MAN CREW MOBILE OPERATION	UNIT	QNTY	RATE	AMOUNT
9-3390M-2L-	Single moving lane closure. 2 person crew. Daily rate. NON TXDOT ROADWAY.	EA	TBD	$1,125.00	$0.00 T
9-3390M-2L-	Single moving lane closure. 2 person crew. Nightly rate. NON TXDOT ROADWAY.	EA	TBD	$1,270.00	$0.00 T

For any questions regarding this quote, contact:
Estimator: Monic Trevino | mtrevino@awptraffic.com | (512) 962-0143

Prices are valid thru 3/23/2021.
When rumble strips are setup/removed by AWP, a TMA will be required to protect workers.
Excludes advance public notice message board - if required.
Excludes pilot car operation.
Excludes mobile operation for setting or removing lane closure.
If scope of service changes in the field, additional charges will be incurred using Book Rates.
Excludes police services.
Excludes design, engineering, permits, fines and fees.
Excludes sales tax, bonds, and AGC dues.
Items not specifically noted will be additional.
Prices are firm when order is placed within 30 days from contract award.
Proposal based on plans originated prior to bid date. Rates subject to change for plans generated after bid date.
Terms are Net 30 with approved credit.

Any alterations or deviation by the engineer from the plans and specifications will be executed only upon written change order, and will be charged over and above the proposal. All material is guaranteed to be as specified, and the above listed work will be performed in accordance with the plans and specifications submitted. This proposal is an offer to perform the specific work described above and is dependent on the acceptance of an agreeable contract. This proposal will become an attachment to any contract.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work outlined above. Payment will be made as outlined above.

Customer Signature: _____ Date: _____

Send Contracts to 4244 Mt. Pleasant St. NW, North Canton, OH 44720 or Contracts@awptraffic.com
For projects that require certified payroll, AWP must be notified prior to mobilization.
https://www.awptrafficsafety.com/texas

CATEGORY 1 LOADED HOURLY RATE SHEET for:

The Rios Group, Inc.

Standard TItles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Joseph Anderson	PE #69493	**Director of Engineering Services**	**$276.73**	**/hr**
Key Personnel	Travis Isaacson	PE #100094	**Area Manager, Central Texas**	**$252.40**	**/hr**
Field Manager			**SUE**	**$103.39**	**/hr**
Supervisory Engineer IV (15-20)				**$158.13**	**/hr**
Professional Engineer I (4-8)				**$136.84**	**/hr**
Engineering Associate II (5-10)				**$97.31**	**/hr**
Engineer in Training I (0-5)				**$91.23**	**/hr**
CADD Technician IV (15-20)				**$79.07**	**/hr**
Administrative Specialist V (20-25)				**$83.63**	**/hr**
Administrative Specialist II (8-12)				**$67.42**	**/hr**



SUE UNIT PRICES & FIELD CREW HOURLY RATES
2019 Proposed – Approved

1. Utility Designation/ Investigation/ Mapping Services Unit Prices

Price includes all associated costs including but not limited to designation, engineering, survey, CADD and traffic control. 1,000 linear foot minimum, otherwise hourly rates for designating crew are used.

Price per linear foot:	$1.60/lf

2. Subsurface Utility Location (Test Hole) Services Unit Prices

Price includes all associated costs including but not limited to vacuum excavation, engineering, survey, CADD and limited traffic control. Traffic control plans and signs/ barricades are separate. Assumes benchmark provided, standard workweek.

Price per test hole:	0 feet to 5 feet	$1,155.00 ea
	Over 5 feet to 8 feet	$1,420.00 ea
	Over 8 feet to 13 feet	$1,785.00 ea
	Over 13 feet to 20 feet	$2,310.00 ea
	Over 20 feet	$2,875.50 ea
	Pavement Coring	$350.00 ea

Note: Depth will be determined from surface to the bottom of the utility.

3. Mobilization/ Demobilization Unit Prices

Price includes the cost to mobilize and demobilize personnel and equipment to/from the project site. This is a one time cost per project assignment.

Vacuum excavation truck:	$5.00/mile
Designating and/or other survey vehicle:	$2.25/mile
Traffic control vehicle:	$2.00/mile

Note: All rates include equipment and personnel travel time.

4. Miscellaneous Expenses Unit Prices

Utility designating services, without mapping:	$1.10/lf
Expert witness:	$175.00/hour
Required Permit Fees:	at cost
Traffic Control Plan, Signs/Barricades	at cost
Special select backfill/pavement restoration:	at cost
Reproducibles beyond normal requirements:	at cost
Other SUE related activities:	at cost
Ground penetrating radar:	Negotiated at PROJECT assignment

5. Hourly Field Crew Rates

DOCUMENTATION OF PROVISIONAL / OVERHEAD RATES

Overhead rate documentation has been provided to the City of Austin and was utilized by the COA in reviewing and approving the loaded hourly rates below.

FIELD PERSONNEL HOURLY SERVICE:	Hourly Rate	*TX Registration Number*
One Designating Person	$136.50/hr	
Two Person Designating Crew	$210.00/hr	
Three Person Locating Crew w/ Excavation Vehicle	$330.75/hr	
Flagger	$47.25/hr	

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

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

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

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

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Fugro USA Land, Inc.** **("Engineer")**
ADDRESS: **8613 Cross Park Drive, Austin, Texas 78754**
PROJECT: **Road & Bridge On-Call Materials Testing & Geotechnical Engineering Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **four-hundred thousand Dollars ($400,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

[a] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

[b] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Peter H. Bush, P.E., Senior Vice President
Fugro USA Land, Inc.
8613 Cross Park Drive
Austin, Texas 78754
(512) 977-1800
Pbush@fugro.com

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business

judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

Engineer: Fugro USA Land, Inc.
8613 Cross Park Drive
Austin, Texas 78754
Attn: Peter H. Bush, P.E., Senior Vice President

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

FUGRO USA LAND, INC.

By _____

Printed Name: Peter H. Bush, P.E.

Title: Senior Vice President

Date: March 27, 2020

SUBSCRIBED and sworn to before me the undersigned authority by Peter H. Bush, P.E. the Senior Vice President of **ENGINEER**, on behalf of said firm.

LISA A. THOMAS
My Notary ID # 3570898
Expires January 14, 2022

_____
Lisa A. Thomas
Notary Public in and for the
State of Texas

My commission expires: January 14, 2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

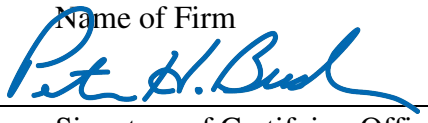
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Fugro USA Land, Inc.
Name of Firm



Signature of Certifying Official

Peter H. Bush, P.E.
Printed Name of Certifying Official

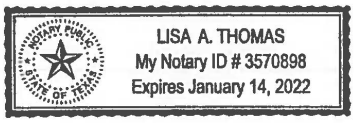
Senior Vice President
Title of Certifying Official

March 27, 2020
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Peter H. Bush, P.E. the Senior Vice President of Fugro USA Land, Inc., on behalf of said firm.



Lisa A. Thomas
Notary Public in and for the
State of Texas

My commission expires: January 14, 2022

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES



EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Fugro USA Land, Inc.
8613 Cross Park Drive
Austin, Texas 78754
Phone: 512-977-1800
Fax: 512-973-9966

EXHIBIT D - RATE SCHEDULE

FEES FOR GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES

1. FIELD SERVICES

1.1 Geotechnical

		Unit Rate
1.1.1	Mobilization and Demobilization, Local, Each	$ 450.00 minimum
1.1.1.1	Drill Truck, Water Truck, Pickup, and Crew	$ 8.00/mile
1.1.2	Drilling and Sampling	
1.1.2.1	Drilling and Sampling with 3-inch, Thin-Walled Tube Sampler, Continuous to 10.0 ft, 5.0-ft Intervals Thereafter	$ 22.00/foot
1.1.2.2	Continuous Drilling and Sampling with 3-inch, Thin-Walled Tube Sampler or Split-Spoon Sampler	$ 39.00/foot
1.1.3	Standard Penetration Tests	$ 27.00/each
1.1.4	TxDOT Cone Penetration Tests	$ 34.00/each
1.1.5	Rock Coring, NX or Similar Core Barrel	
1.1.5.1	Drilling in Soft Rock (Austin Chalk, Eagle Ford Shale, etc.)	$ 30.00/foot
1.1.5.2	Drilling in Hard Rock or Cavitated Rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations)	$ 39.00/foot
1.1.6	Casing of Boreholes	$ 26.00/foot
1.1.7	Drill Rig Hourly Charges for Boring Layout, Excessive Time Spent Gaining Access to Boring Locations, Move Time, Backfilling Boreholes, Cleaning up Site, Installing Piezometers, and for Other Reasons Beyond our Control	$ 245.00/hour
1.1.8	Plugging Boreholes with Bentonite	$ 9.00/foot
1.1.9	Cone Penetrometer Testing	$3,750.00/day
1.1.10	Wooden Core Boxes (NX)	$ 75.00/each
1.1.11	Field Personnel	See 4.0: Engineering Consultation

1.2 Geophysics Equipment

		Unit Rate
1.2.1	Geophysics Vehicle (including consumables)	$ 175.00/day
1.2.2	Mileage	IRS Rate
1.2.3	GPR (complete system)	$ 500.00/day
1.2.4	GPR (extra antenna)	$ $85.00/day
1.2.5	EM (EM31, EM61)	$ 220.00/day
1.2.6	Resistivity (Sting/MiniSting)	$ 140.00/day
1.2.7	Resistivity (SuperSting)	$ 775.00/day
1.2.8	Magnetometer	$ 260.00/day
1.2.9	Seismic Refraction (per 24ch)	$ 325.00/day
1.2.10	Downhole Seismics	$ 360.00/day
1.2.11	Crosshole Seismics	$ 510.00/day
1.2.12	Utility Locating Tools	$ 190.00/day

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Austin, Texas 78754
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EXHIBIT D - RATE SCHEDULE

		Unit Rate
1.3 CMT Field Technicians[(1)]		
1.3.1	Technician (NICET Level I, ACI Grade 1, or TxDOT SB 102)	$ 60.00/hr
1.3.2	Technician (TxDOT HMAC Level 1A/1B or equivalent)	$ 68.00/hr
1.3.3	Senior Technician (NICET Level II or TxDOT HMAC Level II)	$ 82.00/hr
1.3.4	Certified Welding Inspector	$ 90.00/hr
1.4 Field Testing and Equipment		
14.1	Transportation (Local)	$ 80.00/trip
1.4.2	Nuclear Density Tests (Equipment Charge)	$ 19.00/test
1.4.3	Torque Wrench	$ 35.00/day
1.4.4	Ultrasonic Testing Equipment	$ 35.00/hr
1.4.5	Asphalt Coring Equipment	$ 45.00/hr
1.4.6	Concrete Coring Equipment	$ 45.00/hr
1.4.7	Concrete Core Bit Charges	
	1.4.7.1 3 inch-diameter Core	$ 9.00/inch
	1.4.7.2 4 inch-diameter Core	$ 12.00/inch
	1.4.7.3 6 inch-diameter Core	$ 18.00/inch
	(Other sizes quoted upon request)	
1.4.8	FACE® Dipstick Floor Flatness/Floor Levelness Equipment	$ 250.00/day
1.4.9	Air Content of fresh concrete (ASTM C173, C231)	$ 23.00/ea
1.4.10	Unit Weight of fresh concrete (ASTM C138)	$ 23.00/ea
1.4.11	Soil-Lime Field Gradation (TEX-101-E)	$ 50.00/ea

2. LABORATORY TESTING

		Unit Rate
2.1 Soil		
2.1.1	Bulk Sample Pick-Up	$ 60.00/hr
2.1.2	Sample Preparation (TEX-101-E)	$ 120.00/ea
2.1.3	Natural Moisture Content	$ 19.00/ea
2.1.4	Sieve Analysis (TEX-110-E)	$ 70.00/ea
2.1.5	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	$ 75.00/ea
2.1.6	Percent Passing No. 200 Sieve (TEX-111-E)	$ 50.00/ea
2.1.7	Bar Linear Shrinkage of Soils (TEX-107-E)	$ 50.00/ea
2.1.8	Moisture Density Relationship (ASTM D 698), (ASTM D 1557), (TEX-113-E), (TEX-114-E)	$ 275.00/ea
2.1.9	Wet Ball Mill (TEX-116-E)	$ 225.00/ea
2.1.10	Texas Triaxial Compression test on base material (TEX-117-E Part II)	$2,300.00/ea
2.1.11	Soil Specific Gravity (TEX-108-E)	$ 75.00/ea
2.1.12	Soluble Sulfates (TEX-145-E)	$ 90.00/ea
2.1.13	Soil pH (TEX-128-E)	$ 70.00/ea
2.1.14	Soil-Lime pH Series (6 points, TEX-121-E, Part III)	$ 750.00/set
2.1.15	Free Swell Test	$ 125.00/ea
2.1.16	Pressure Swell test	$ 175.00/ea
2.1.17	Uniaxial Pressure-Strain test	$ 90.00/ea
2.1.18	Hydrometer Analysis	$ 225.00/ea
2.1.19	Unit Dry Weight Determination and Natural Water Content	$ 30.00/ea

Fugro USA Land, Inc.
8613 Cross Park Drive
Austin, Texas 78754
Phone: 512-977-1800
Fax: 512-973-9966

EXHIBIT D - RATE SCHEDULE

2. LABORATORY TESTING

		Unit Rate
2.1 Soil (Continued)		
2.1.20	Unconfined Compression Test, Soil	$ 65.00/ea
2.1.21	Unconfined Compression Test, Rock	$ 75.00/ea
2.1.22	Unconsolidated-Undrained Triaxial Compression Test	$ 90.00/ea
2.1.23	Consolidation Test, 7-load Increments	$ 850.00/ea
	Additional Load Increments	$ 125.00/ea
2.1.24	Permeability of Silt or Clay	$ 395.00/ea
2.1.25	Sample Remolding	$ 68.00/ea
2.1.26	Volumetric Shrinkage	$ 95.00/ea
2.1.27	California Bearing Ratio (CBR)	$ 240.00/ea
2.1.28	Box Resistivity of Soils (TEX-129-E)	$ 115.00/ea
2.1.29	Swell or Settlement Potential-Cohesive Soil (ASTM D 4546)	$ 275.00/ea
2.1.30	Crumb Test of Clayey Soils (ASTM D 6572)	$ 48.00/ea
2.1.31	Organic Content (ASTM D 2974)	$ 72.00/ea
2.2 Concrete and Cement		
2.2.1	Aggregate Gradation Analysis (ASTM C136, TEX-200-F)	$ 75.00/ea
2.2.2	Specific Gravity of Aggregate (ASTM C127, C128)	$ 75.00/ea
2.2.3	Absorption of Aggregate (ASTM C127, C128)	$ 75.00/ea
2.2.4	Unit Weight of Aggregate (ASTM C29)	$ 75.00/ea
2.2.5	Abrasion Test (TEX-410-A)	$ 245.00/ea
2.2.6	Decantation (TEX-406-A)	$ 45.00/ea
2.2.7	Organic Impurities (TEX-408-A)	$ 60.00/ea
2.2.8	Sodium Soundness of Aggregate (ASTM C88)	$ 425.00/ea
2.2.9	Concrete Cylinder Compressive Strength (ASTM C 39)	$ 22.00/ea
2.2.10	Beam Flexural Strength (ASTM C 78)	$ 90.00/ea
2.2.11	Mortar Cube Compressive Strength (ASTM C780)	$ 22.00/ea
2.2.12	Grout Specimen Compressive Strength (ASTM C1019)	$ 50.00/ea
2.2.13	Concrete Masonry Unit Strength (ASTM C780)	$ 115.00/ea
2.2.14	Drilled Core Compressive Strength (ASTM C42)	$ 80.00/ea
2.3 Asphaltic Concrete / Fireproofing		
2.3.1	Bag Sample Pick-Up	$ 68.00/hr
2.3.2	Obtaining Field Cut Specimens (6-inch diameter, Min. 3/location)	$ 70.00/ea
2.3.3	Molding Test Specimens, Bulk Density, and Stability (3 per set)	$ 155.00/set
2.3.4	Determine Maximum Theoretical Density	$ 75.00/ea
2.3.5	Asphalt Content and Gradation (TEX-236-F, 200-F)	$ 275.00/ea
2.3.6	Asphalt Oven Correction Factors (TEX-236-F, 200-F)	$1,300.00/ea
2.3.7	Bulk Specific Gravity of Asphalt Core	$ 48.00/ea
2.3.8	Sand Equivalent	$ 175.00/ea

3. REPORT PREPARATION

Special requests for archived report retrieval, re-distribution, faxing, hard-copy mailing, and preparation of engineered reports and submittals will be invoiced at the following rates:

3.1	Word Processing	$ 75.00/hr
3.2	Drafting	$ 85.00/hr
3.3	Reproduction	$ 0.20/copy

Fugro USA Land, Inc.
8613 Cross Park Drive
Austin, Texas 78754
Phone: 512-977-1800
Fax: 512-973-9966

EXHIBIT D - RATE SCHEDULE

4. ENGINEERING CONSULTATION AND MANAGEMENT

4.1	Senior Consultant/Project Principal	$ 295.00/hr
4.2	Senior Project Manager/Senior Engineer	$ 250.00/hr
4.3	Project Manager	$ 195.00/hr
4.4	Project Engineer	$ 180.00/hr
4.5	Project Geologist/Geophysicist	$ 180.00/hr
4.6	Senior Geophysicist	$ 210.00/hr
4.7	Laboratory Manager	$ 175.00/hr
4.8	Graduate Engineer/Geologist/Professional	$ 125.00/hr
4.9	Senior Engineering Technician	$ 115.00/hr

Notes:

1) Minimum call-out charge for CMT technician and equipment or sample pick-up is 2 hours. Minimum call-out charge for CWI technician is 4 hours. Charges are accrued portal to portal.
2) Laboratory test prices are FOB Fugro laboratory unless noted otherwise. Sample pick-up charges are additional.
3) Services required and not listed above would be negotiated at the time of proposal request.
4) Charges for field testing equipment do not include personnel or travel charges.
5) Transportation charges are applicable for all field testing assignments, meetings and site visits.



EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

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

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

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

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Fugro USA Land, Inc.** **("Engineer")**
ADDRESS: **8613 Cross Park Drive, Austin, Texas 78754**
PROJECT: **2019 Road Bond Program On-Call Materials Testing & Geotechnical Engineering Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **five-hundred thousand Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

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

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Peter H. Bush, P.E., Senior Vice President
Fugro USA Land, Inc.
8613 Cross Park Drive
Austin, Texas 78754-4565

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

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

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

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

Engineer: Peter H. Bush, P.E., Senior Vice President
Fugro USA Land, Inc.
8613 Cross Park Drive
Austin, Texas 78754-4565

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge



04/10/2020

Date: _____ ____, 20_____

ENGINEER

FUGRO USA LAND, INC.

By 

Printed Name: Peter H. Bush, P.E.

Title: Senior Vice President

Date: March 27, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

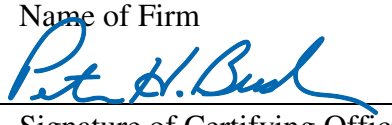
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Fugro USA Land, Inc.
Name of Firm



Signature of Certifying Official

Peter H. Bush, P.E.
Printed Name of Certifying Official

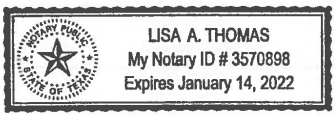
Senior Vice President
Title of Certifying Official

March 20, 2020
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Peter H. Bush, P.E. the Senior Vice President of Fugro USA Land, Inc., on behalf of said firm.



Lisa A. Thomas
Notary Public in and for the
State of Texas

My commission expires: January 14, 2022

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Fugro USA Land, Inc.
8613 Cross Park Drive
Austin, Texas 78754
Phone: 512-977-1800
Fax: 512-973-9966

EXHIBIT D - RATE SCHEDULE

FEES FOR GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES

1. FIELD SERVICES

1.1 Geotechnical		Unit Rate
1.1.1	Mobilization and Demobilization, Local, Each	$ 450.00 minimum
1.1.1.1	Drill Truck, Water Truck, Pickup, and Crew	$ 8.00/mile
1.1.2	Drilling and Sampling	
1.1.2.1	Drilling and Sampling with 3-inch, Thin-Walled Tube Sampler, Continuous to 10.0 ft, 5.0-ft Intervals Thereafter	$ 22.00/foot
1.1.2.2	Continuous Drilling and Sampling with 3-inch, Thin-Walled Tube Sampler or Split-Spoon Sampler	$ 39.00/foot
1.1.3	Standard Penetration Tests	$ 27.00/each
1.1.4	TxDOT Cone Penetration Tests	$ 34.00/each
1.1.5	Rock Coring, NX or Similar Core Barrel	
1.1.5.1	Drilling in Soft Rock (Austin Chalk, Eagle Ford Shale, etc.)	$ 30.00/foot
1.1.5.2	Drilling in Hard Rock or Cavitated Rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations)	$ 39.00/foot
1.1.6	Casing of Boreholes	$ 26.00/foot
1.1.7	Drill Rig Hourly Charges for Boring Layout, Excessive Time Spent Gaining Access to Boring Locations, Move Time, Backfilling Boreholes, Cleaning up Site, Installing Piezometers, and for Other Reasons Beyond our Control	$ 245.00/hour
1.1.8	Plugging Boreholes with Bentonite	$ 9.00/foot
1.1.9	Cone Penetrometer Testing	$3,750.00/day
1.1.10	Wooden Core Boxes (NX)	$ 75.00/each
1.1.11	Field Personnel	See 4.0: Engineering Consultation

1.2 Geophysics Equipment		Unit Rate
1.2.1	Geophysics Vehicle (including consumables)	$ 175.00/day
1.2.2	Mileage	IRS Rate
1.2.3	GPR (complete system)	$ 500.00/day
1.2.4	GPR (extra antenna)	$ $85.00/day
1.2.5	EM (EM31, EM61)	$ 220.00/day
1.2.6	Resistivity (Sting/MiniSting)	$ 140.00/day
1.2.7	Resistivity (SuperSting)	$ 775.00/day
1.2.8	Magnetometer	$ 260.00/day
1.2.9	Seismic Refraction (per 24ch)	$ 325.00/day
1.2.10	Downhole Seismics	$ 360.00/day
1.2.11	Crosshole Seismics	$ 510.00/day
1.2.12	Utility Locating Tools	$ 190.00/day

Fugro USA Land, Inc.
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EXHIBIT D - RATE SCHEDULE

		Unit Rate
1.3 CMT Field Technicians[(1)]		
1.3.1	Technician (NICET Level I, ACI Grade 1, or TxDOT SB 102)	$ 60.00/hr
1.3.2	Technician (TxDOT HMAC Level 1A/1B or equivalent)	$ 68.00/hr
1.3.3	Senior Technician (NICET Level II or TxDOT HMAC Level II)	$ 82.00/hr
1.3.4	Certified Welding Inspector	$ 90.00/hr
1.4 Field Testing and Equipment		
14.1	Transportation (Local)	$ 80.00/trip
1.4.2	Nuclear Density Tests (Equipment Charge)	$ 19.00/test
1.4.3	Torque Wrench	$ 35.00/day
1.4.4	Ultrasonic Testing Equipment	$ 35.00/hr
1.4.5	Asphalt Coring Equipment	$ 45.00/hr
1.4.6	Concrete Coring Equipment	$ 45.00/hr
1.4.7	Concrete Core Bit Charges	
	1.4.7.1 3 inch-diameter Core	$ 9.00/inch
	1.4.7.2 4 inch-diameter Core	$ 12.00/inch
	1.4.7.3 6 inch-diameter Core	$ 18.00/inch
	(Other sizes quoted upon request)	
1.4.8	FACE® Dipstick Floor Flatness/Floor Levelness Equipment	$ 250.00/day
1.4.9	Air Content of fresh concrete (ASTM C173, C231)	$ 23.00/ea
1.4.10	Unit Weight of fresh concrete (ASTM C138)	$ 23.00/ea
1.4.11	Soil-Lime Field Gradation (TEX-101-E)	$ 50.00/ea

2. LABORATORY TESTING

		Unit Rate
2.1 Soil		
2.1.1	Bulk Sample Pick-Up	$ 60.00/hr
2.1.2	Sample Preparation (TEX-101-E)	$ 120.00/ea
2.1.3	Natural Moisture Content	$ 19.00/ea
2.1.4	Sieve Analysis (TEX-110-E)	$ 70.00/ea
2.1.5	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	$ 75.00/ea
2.1.6	Percent Passing No. 200 Sieve (TEX-111-E)	$ 50.00/ea
2.1.7	Bar Linear Shrinkage of Soils (TEX-107-E)	$ 50.00/ea
2.1.8	Moisture Density Relationship (ASTM D 698), (ASTM D 1557), (TEX-113-E), (TEX-114-E)	$ 275.00/ea
2.1.9	Wet Ball Mill (TEX-116-E)	$ 225.00/ea
2.1.10	Texas Triaxial Compression test on base material (TEX-117-E Part II)	$2,300.00/ea
2.1.11	Soil Specific Gravity (TEX-108-E)	$ 75.00/ea
2.1.12	Soluble Sulfates (TEX-145-E)	$ 90.00/ea
2.1.13	Soil pH (TEX-128-E)	$ 70.00/ea
2.1.14	Soil-Lime pH Series (6 points, TEX-121-E, Part III)	$ 750.00/set
2.1.15	Free Swell Test	$ 125.00/ea
2.1.16	Pressure Swell test	$ 175.00/ea
2.1.17	Uniaxial Pressure-Strain test	$ 90.00/ea
2.1.18	Hydrometer Analysis	$ 225.00/ea
2.1.19	Unit Dry Weight Determination and Natural Water Content	$ 30.00/ea

Fugro USA Land, Inc.
8613 Cross Park Drive
Austin, Texas 78754
Phone: 512-977-1800
Fax: 512-973-9966

EXHIBIT D - RATE SCHEDULE

2. LABORATORY TESTING

		Unit Rate
2.1 Soil (Continued)		
2.1.20	Unconfined Compression Test, Soil	$ 65.00/ea
2.1.21	Unconfined Compression Test, Rock	$ 75.00/ea
2.1.22	Unconsolidated-Undrained Triaxial Compression Test	$ 90.00/ea
2.1.23	Consolidation Test, 7-load Increments	$ 850.00/ea
	Additional Load Increments	$ 125.00/ea
2.1.24	Permeability of Silt or Clay	$ 395.00/ea
2.1.25	Sample Remolding	$ 68.00/ea
2.1.26	Volumetric Shrinkage	$ 95.00/ea
2.1.27	California Bearing Ratio (CBR)	$ 240.00/ea
2.1.28	Box Resistivity of Soils (TEX-129-E)	$ 115.00/ea
2.1.29	Swell or Settlement Potential-Cohesive Soil (ASTM D 4546)	$ 275.00/ea
2.1.30	Crumb Test of Clayey Soils (ASTM D 6572)	$ 48.00/ea
2.1.31	Organic Content (ASTM D 2974)	$ 72.00/ea
2.2 Concrete and Cement		
2.2.1	Aggregate Gradation Analysis (ASTM C136, TEX-200-F)	$ 75.00/ea
2.2.2	Specific Gravity of Aggregate (ASTM C127, C128)	$ 75.00/ea
2.2.3	Absorption of Aggregate (ASTM C127, C128)	$ 75.00/ea
2.2.4	Unit Weight of Aggregate (ASTM C29)	$ 75.00/ea
2.2.5	Abrasion Test (TEX-410-A)	$ 245.00/ea
2.2.6	Decantation (TEX-406-A)	$ 45.00/ea
2.2.7	Organic Impurities (TEX-408-A)	$ 60.00/ea
2.2.8	Sodium Soundness of Aggregate (ASTM C88)	$ 425.00/ea
2.2.9	Concrete Cylinder Compressive Strength (ASTM C 39)	$ 22.00/ea
2.2.10	Beam Flexural Strength (ASTM C 78)	$ 90.00/ea
2.2.11	Mortar Cube Compressive Strength (ASTM C780)	$ 22.00/ea
2.2.12	Grout Specimen Compressive Strength (ASTM C1019)	$ 50.00/ea
2.2.13	Concrete Masonry Unit Strength (ASTM C780)	$ 115.00/ea
2.2.14	Drilled Core Compressive Strength (ASTM C42)	$ 80.00/ea
2.3 Asphaltic Concrete / Fireproofing		
2.3.1	Bag Sample Pick-Up	$ 68.00/hr
2.3.2	Obtaining Field Cut Specimens (6-inch diameter, Min. 3/location)	$ 70.00/ea
2.3.3	Molding Test Specimens, Bulk Density, and Stability (3 per set)	$ 155.00/set
2.3.4	Determine Maximum Theoretical Density	$ 75.00/ea
2.3.5	Asphalt Content and Gradation (TEX-236-F, 200-F)	$ 275.00/ea
2.3.6	Asphalt Oven Correction Factors (TEX-236-F, 200-F)	$1,300.00/ea
2.3.7	Bulk Specific Gravity of Asphalt Core	$ 48.00/ea
2.3.8	Sand Equivalent	$ 175.00/ea

3. REPORT PREPARATION

Special requests for archived report retrieval, re-distribution, faxing, hard-copy mailing, and preparation of engineered reports and submittals will be invoiced at the following rates:

3.1	Word Processing	$ 75.00/hr
3.2	Drafting	$ 85.00/hr
3.3	Reproduction	$ 0.20/copy

Fugro USA Land, Inc.
8613 Cross Park Drive
Austin, Texas 78754
Phone: 512-977-1800
Fax: 512-973-9966

EXHIBIT D - RATE SCHEDULE

4. ENGINEERING CONSULTATION AND MANAGEMENT

4.1	Senior Consultant/Project Principal	$ 295.00/hr
4.2	Senior Project Manager/Senior Engineer	$ 250.00/hr
4.3	Project Manager	$ 195.00/hr
4.4	Project Engineer	$ 180.00/hr
4.5	Project Geologist/Geophysicist	$ 180.00/hr
4.6	Senior Geophysicist	$ 210.00/hr
4.7	Laboratory Manager	$ 175.00/hr
4.8	Graduate Engineer/Geologist/Professional	$ 125.00/hr
4.9	Senior Engineering Technician	$ 115.00/hr

Notes:

1) Minimum call-out charge for CMT technician and equipment or sample pick-up is 2 hours. Minimum call-out charge for CWI technician is 4 hours. Charges are accrued portal to portal.
2) Laboratory test prices are FOB Fugro laboratory unless noted otherwise. Sample pick-up charges are additional.
3) Services required and not listed above would be negotiated at the time of proposal request.
4) Charges for field testing equipment do not include personnel or travel charges.
5) Transportation charges are applicable for all field testing assignments, meetings and site visits.



EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

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

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

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

Commissioners Court - Regular Session **79.**

Meeting Date: 05/05/2020

2013 Road Bond Transfer

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $35,000 from North Mays Extension (P224) to O'Connor Drive (P281) of $10,000 and O'Connor Drive Signals (P329) of $25,000 and to move $75,000 from Corridor C (P459) to Westinghouse Road Phase 1 (P292). Also, to move $20,000 from Inner Loop Left Turn Lanes (P226) and $50,000 from 2013 Road Bond Non-Departmental to SH 29 Inner Loop Phase I (P453). Move $150,000 from CR 119 (P214) and $200,000 from Corridor C (P459) to CR 110 Middle (P261). Move $625,000 from 2013 Road Bond Non-Departmental to Greenfield/Oak Bluff Drainage (P506). Move $270,000 from CR 258 Extension (P277) to CR 258 Phase I (P256).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 09:14 AM
Form Started By: Emmeline Hawkins		Started On: 04/29/2020 12:48 PM
Final Approval Date: 04/30/2020		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Emmeline Hawkins
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

April 21, 2020

Re: 2013 Road Bond Budget Adjustment

Dear Ms. Hawkins,

Based on recent project development and construction there are several projects where additional 2013 funding is requested. Please make the following budget adjustments:

- Move $10,000.00 from P224 North Mays Ext. to P281 O'Connor Drive;
- Move $25,000.00 from P224 North Mays Ext. to P329 O'Connor Drive Signals;
- Move $75,000.00 from P459 Corridor C to P292 Westinghouse Road-Phase 1;
- Move $20,000.00 from P226 Inner Loop Left Turn Lanes to P453 SH 29 Inner Loop-Phase 1;
- Move $50,000.00 from P290 2013 Road Bond Unallocated to P453 SH 29 Inner Loop-Phase 1;
- Move $150,000.00 from P214 CR 119 to P261 CR 110 Middle (Limmer Loop to CR 107);
- Move $200,000.00 from P459 Corridor C to P261 CR 110 Middle (Limmer Loop to CR 107);
- Move $625,000.00 from P290 2013 Road Bond Unallocated to P506 Greenfield/Oak Bluff Drainage.

There also needs to be a budget correction made by transferring and reallocating funds applied to the incorrect section of CR 258. Please make the following budget transfer along with the following expenditure reallocations:

- Move $270,000.00 from P277 CR 258 Ext (US183-SunsetRidge) to P256 CR 258 Phase 1;
- Apply the following expenditures to P256 CR 258 Phase 1:

GL Period	GL Year	Project Number	Award Number	Task Number	Expenditure Type	Vendor Name	AP Invoice Number	Expenditure Comment	Cost Amount
Jul-16	2016	P277	2013 Road Bond	2	Right of Way	CARRINGTON RANCH PROPERTY OWNER'S ASSOCIATION	7/1/2016	WMCO CR 258, CARRINGTON RANCH POA-BILL OF SALE, ROW	42,290.00
Mar-20	2020	P277	2013 Road Bond	1	Land	INDEPENDENCE TITLE	1846814-KFO	WMCO CR 258, PARCEL 24, SHIPMAN	149,665.30
Apr-15	2015	P277	2013 Road Bond	1	Right of Way	TEXAS AMERICAN TITLE CO	9691-14-1200	PARCEL 22, KUJAWA, CR 258	12,674.80
May-15	2015	P277	2013 Road Bond	1	Right of Way	TEXAS AMERICAN TITLE CO	9691-14-1185A	WMCO CR 258, PARCEL 7-MARVIN	90.00

If you have any questions, please let me know.

Thank you



Michael J. Weaver

Cc: Pam Navarrette, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Christen Eschberger, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **80.**

Meeting Date: 05/05/2020

Forest North Drainage KFA Contract Amendment 6

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 6 to the Forest North Drainage contract between Williamson County and K Friese + Associates, Inc relating to the Road Bond Program. Project: P225. Funding Source: Road Bonds.

Background

This item amends the Forest North Drainage contract compensation cap by $100,000.00 increasing it from $675,000.00 to $775,000.00. The additional funds will allow for the execution of Work Authorization #2 for construction phase services on Phase III.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ForestN-KFA-ContractAmendment6

ForestN-KFA-WA2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:13 AM
Form Started By: Marie Walters		Started On: 04/29/2020 10:41 PM
Final Approval Date: 04/30/2020		

CONTRACT AMENDMENT NO. __6__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Forest North Drainage Improvements ("Project")

THIS CONTRACT AMENDMENT NO. __6__ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and __K Friese + Associates, Inc. _ (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective __August 21, 2013_ (the "Contract");

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

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 limits the agreement to $675,000.00; and,

WHEREAS, the "***Compensation Cap"*** in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to $675,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 is hereby increased from $675,000.00 to $775,000.000.
II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from $675,000.00 to $775,000.00.
III. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

ENGINEER:

By: _____
Signature

Thomas M. Owens, P.E.
Printed Name

Executive Vice President
Title

27 APR 20
Date

COUNTY:

By: _____
Signature

_____
Bill Gravel Jr.

County Judge
Title

_____
Date

04/27/2020

EXHIBIT D – RATE SCHEDULE
K FRIESE & ASSOCIATES, INC.

K Friese & Associates

Principal / Senior Technical Advisor	$350.00
Senior Project Manager	$250.00
Quality Manager	$240.00
Senior Engineer	$225.00
Project Engineer	$185.00
Design Engineer	$150.00
Engineer-In-Training	$125.00
Senior CAD Operator	$120.00
CADD Operator	$100.00
Senior Engineer Tech	$130.00
Engineer Tech	$125.00
Admin/Clerical	$90.00
Senior GIS Operator	$130.00
GIS Operator	$125.00
GIS Technician	$110.00

Direct Expenses	
In-house Photocopies B/W (8 1/2" X 11	$0.16/page
In-house Photocopies Color (8 1/2" X 11")	$0.75/page
In-house Photocopies B/W (11" X 17")	$0.32/page
In-house Photocopies Color (11" X 17")	$1.50/page
In-house Plots (B/W on Bond)	$0.75/sf
In-house Plots (Color on Bond)	$1.75/sf
In-house Large Format Plotting	$2.50/sf
In-house Mounting of Large Exhibits	$10.00/sf

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first

month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

INLAND GEODETICS, LLC

THRU 2020

SURVEY HOURLY RATE SCHEDULE

Field Crew Services

Two (2) Person Field Crew	$150.00 per hour
Three (3) Person Field Crew	$170.00 per hour
Four (4) Person Field Crew	$190.00 per hour
Additional Crewmember	$ 54.00 per hour
GPS Field Operator & Vehicle & GPS Receiver	$120.00 per hour
All Terrain Vehicle	$ 55.00 per day
Additional Vehicle	$ 60.00 per day

Office Personnel Services

Office personnel are available at fixed hourly rates.

Project Manager	$140.00 per hour
Licensed State Land Surveyor	$150.00 per hour
Registered Professional Land Surveyor	$135.00 per hour
Survey Technician	$ 102.00 per hour
Clerical Support	$ 58.00 per hour

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

WORK AUTHORIZATION NO. __2___
PROJECT: Forest North Drainage Phase 2

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated __August___ _21___, 2013 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _K Friese + Associates__ (the "Engineer").

Part1. 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 __$62,009.00_____.

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 _June____ _30___, 2022_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
K Friese + Associates	Williamson County, Texas
By:_____	By:_____
Signature	Signature
__Thomas M. Owens, P.E.__	_____Bill Gravell Jr._____
Printed Name	Printed Name
___Executive Vice President___	_____County Judge_____
Title	Title

04/27/2020

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 - Rate Schedule

Attachment A

Services to be Provided by County

The County's GEC will provide required contract administration and required construction inspection services.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
CONSTRUCTION PHASE SERVICES FOR
FOREST NORTH DRAINAGE IMPROVEMENTS

1. PROJECT MANAGEMENT

   a. Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communication with the County and its representative.

   b. Monthly Progress Reports, Invoices, and Billings (**20** months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include: tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

2. RIGHT-OF-WAY (ROW) MAPPING

   a. See following pages for services to be provided by subconsultant.

3. CONSTRUCTION PHASE SERVICES

   a. Request for Information - RFIs (**10** assumed):

      - Attend site visits and/or meetings to gather data and information for RFI responses.
      - Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the GEC as required within seven (7) calendar days.

   b. Review Contractor Submittals & Shop Drawings (**5** assumed):

      - Review Contractor submittals and shop drawings received from the GEC for conformance with the plans and specifications. Provide stamped concurrence, exceptions or resubmittal notations to the Contractor within seven (7) calendar days.

   c. Plan Revisions for Field Changes (**20** sheets assumed):

      - Provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer. The County will not be billed for plan revisions resulting from engineering errors or omissions.

   d. Attend Meetings (**7** assumed):

- Attend meetings at the project site or Williamson County representative office, as requested. When in attendance, the Engineer will provide meeting minutes and sign in sheet(s).

- Visit the project site on request (**3** hours per visit) during construction to address questions on interpretation of plans.

4. DELIVERABLES:

   a. Documents:

      - All contract documents, including hard copies and electronic files, will be turned over to the County at the completion of the project. Documents will be posted to the County's project management database as requested.

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS

1504 Chisholm Trail Road
Suite 103
Round Rock, TX 78681
512-238-1200
512-238-1251 fax
TBPLS Firm Reg. No. 10059100

23 Mar 2020

Dan Cryan, P.E.
1120 South Capital of Texas Highway
City View 2, Suite 100
Austin, Texas 78746

RE: Engineering Design Surveying
Project: Williamson County – Forest North Drainage Improvement Project – WA 1

Mr. Cryan:

Inland Geodetics, LLC (Inland) is pleased to submit our proposal for professional land surveying services related to the above referenced project and limited by exhibit attached to email from Allison Densler dated 20 Mar 2020. Below is a specific list of our proposed Scope of Services and estimated costs.

SCOPE OF SERVICES

A. Right of Entry

1. Inland assumes the affected owners have been contacted requesting access for surveying operations and that right-of-entry has been secured. It is anticipated that the majority of this proposal can be accomplished without egress to private property.

B. Construction Phase Services - Surveying

1. Inland will verify the existing primary and secondary datum control for the area of survey as previously established for other work in the area. The values will be relative to NAD 83 Texas State Plane Coordinates, Central Zone 4203 (scaled to surface values). Vertical Datum will be GPS Orthometric heights and projected through the length of the project.
2. Inland will attempt recovery and flagging of lot corners and roadway geometry markers along the ROWs for each of the seven project zones (Shady Oaks, Woodvale, Newberry, Shasta, Norchester, Sherbourne, and Braes Valley). Be advised that some markers may be missing and will not be replaced in this proposal.
3. Inland will perform the tasks for each zone within one week of notification that the specific zone is ready for marking. There will be no deliverables for this proposal.
4. Inland will perform other surveying tasks as needed with supplemental services proposal for scope and fee.

The ESTIMATED Time and Materials fee for the above services: $24,000.00

The estimated fee proposed above are based on personnel time required to perform the described Scope of Services. Additional time requirements resulting from project scope changes, plan revisions, field recovery of or discrepancies of control provided will be considered reasonable cause for us to seek additional compensation for services not included in these amounts.

Sincerely,

M. Stephen Truesdale
Registered Professional Land Surveyor
Licensed State Land Surveyor
Inland Geodetics, LLC

Attachment C

Work Schedule

The Construction schedule shall be as directed by the GEC and Construction Observer.

Attachement D
Rate Schedule

	TASK Hourly Rate:	Notes	SHEETS/ UNITS	PRINCIPAL $350.00	SENIOR PROJECT MANAGER $250.00	PROJECT ENGINEER $185.00	DESIGN ENGINEER $150.00	ENGINEER-IN-TRAINING $125.00	SENIOR CAD OPERATOR $120.00	ADMIN/ CLERICAL $90.00	Sub Total	Hr/Unit	KFA Labor Cost	Total Subconsultants	Total Labor Cost
	K Friese & Associates, Inc.			**Hours**							**Hours**		**$**	**$**	**$**
3	**Construction Phase Services**														
1	Project Management										0		$ -	$ -	$ -
a	PM Management & Communication with County & GEC				1	8	40				49		$ 7,730.00	$ -	$ 7,730.00
b	Monthly Progress Reports, Invoices, Billings (20 months)						20			20	40		$ 4,800.00	$ -	$ 4,800.00
2	Right-Of-Way (ROW) Mapping													$ 24,034.00	
3	Construction Phase Services										0		$ -	$ -	$ -
a	Request for Information responses (10)				1	4	10	30			45		$ 6,240.00	$ -	$ 6,240.00
b	Review Contractor Submittals & Shop Drawings (5)					2	4	8			14		$ 1,970.00	$ -	$ 1,970.00
c	Plan Revisions for Field Changes (20 sheets)				1	4	16	40	12		73		$ 9,830.00	$ -	$ 9,830.00
d	Attend Meetings (7)					8	28	42			78		$ 10,930.00	$ -	$ 10,930.00
	Project Total			0	3	26	118	120	12	20	299	0	$ 36,690.00	$ 24,034.00	$ 60,724.00

DIRECT EXPENSES:	**Quantity**		**Unit Cost**	**Cost**
Travel:				
Mileage	50 miles/ trips:	46 trips	$0.500 per mile	$1,150.00
Per diem		0 days	$25.00 per day	$0.00
Lodging		0 nights	$100.00 per night	$0.00
Copies:				
Reproduction		0 reports	$45.00 per report	$0.00
Reproduction	10 sheets/set	10 sets	$0.15 per sheet	$15.00
Media (mylar)	0 sheets/set	0 sets	$1.00 per sheet	$0.00
Misc Expenses:				
Express delivery		6 each	$20.00 per each	$120.00
Research Materials				
TOTAL DIRECT COST:				**$ 1,285**

TOTAL PROJECT COST:	**$ 62,009**

WILLIAMSON COUNTY
FOREST NORTH
INLAND GEODETICS, LLC

SERVICE	2 CREW	3 CREW	4 CREW	1GPS	PM	RPLS	SEN TECH	TECH	LSLS	ADMIN	DIRECT	GPS REC.($15/Unit/Hour)		VEHICLES($60/Unit/Day)		ATV's ($55/Unit/Day)		INDIRECT	TOTAL
RATE / HOUR	$150	$170	$190	$120	$140	$135	$102	$98	$150	$58		# of Units	# of Hours	# of Units	# of Days	# of Units	# of Days		
											$ -							$ -	$ -
ADMIN/MOB					8 HRS		4 HRS			4 HRS	$ 1,760.00							$ -	$ 1,760.00
											$ -							$ -	$ -
FILE RESTORATION AND REVIEW						4 HRS	4 HRS				$ 948.00							$ -	$ 948.00
SEGMENT PACKAGE PREP					2 HRS	4 HRS	16 HRS				$ 2,452.00							$ -	$ 2,452.00
											$ -							$ -	$ -
FIELD SURVEY											$ -							$ -	$ -
SHADY OAKS	12 HRS				2 HRS		1 HRS				$ 2,182.00							$ -	$ 2,182.00
WOODVALE	24 HRS				4 HRS		2 HRS				$ 4,364.00							$ -	$ 4,364.00
NEWBERRY	16 HRS				2 HRS		1 HRS				$ 2,782.00							$ -	$ 2,782.00
SHASTA	32 HRS				2 HRS		1 HRS				$ 5,182.00							$ -	$ 5,182.00
NORCHESTER	8 HRS										$ 1,200.00							$ -	$ 1,200.00
SHERBOURNE	8 HRS				2 HRS		1 HRS				$ 1,582.00							$ -	$ 1,582.00
BRAES VALLEY	8 HRS				2 HRS		1 HRS				$ 1,582.00							$ -	$ 1,582.00
	108 HRS	0 HRS	0 HRS	0 HRS	24 HRS	8 HRS	31 HRS	0 HRS	0 HRS	4 HRS	$ 24,034.00		0 HRS		0 DAYS		0 DAYS	$ -	$ 24,034.00
SUB-TOTAL	108 HRS	0 HRS	0 HRS	0 HRS	24 HRS	8 HRS	31 HRS	0 HRS	0 HRS	4 HRS	$ 24,034.00	TOTAL	0 HRS	TOTAL	0 DAYS	TOTAL	0 DAYS	$ -	$ 24,034.00
REIMBURSEABLE ITEMS																			$ -
REIMBURSEABLE SERVICES																			$ -
ESTIMATED FEE	$16,200	$0	$0	$0	$3,360	$1,080	$3,162	$0	$0	$232			$0		$0		$0		$ 24,034.00

Commissioners Court - Regular Session **81.**

Meeting Date: 05/05/2020

MoKan Corridor CP&Y Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the MoKan Corridor contract between Williamson County and CP&Y, Inc relating to the 2019 Road Bond Program. Project P370 & P380. Funding Source: 2019 Road Bonds.

Background

This item amends the MoKan Corridor contract Exhibit B-Engineering Services to add Traffic Analysis services and Exhibit D-Rate Schedule to add Alliance Transportation Group, Inc rate sheet.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MoKanCorridor-CP&Y-ContractAmendment1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:34 AM
Form Started By: Marie Walters		Started On: 04/29/2020 11:18 PM
Final Approval Date: 04/30/2020		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
MoKan Corridor Planning & Design ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and CP&Y, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective February 25th, 2020 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $3,000,000.00; and,

WHEREAS, the overall scope of Engineering Services set forth in Exhibit B are limited to the services in said Exhibit B; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract without modification remains at $3,000,000.00.

II. The original Exhibit B of the Contract is hereby amended as shown in the attached revised Exhibit B-1, to add Traffic Analysis services.

III. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D-1 (must be attached).

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

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

ENGINEER:

By: _____
Signature

Andrew Atlas
Printed Name

Senior Vice President
Title

April 27, 2020
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

04/27/2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit B-1** Engineering Services

(2) **Exhibit D-1** Rate Schedule

EXHIBIT B-1

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Transportation Corridor MoKan.

The Engineer may perform any or all of the following tasks listed below, as described in detailing each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 - SURVEYING

TASK 5 - ROW MAPPING

TASK 6 - ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 7 - GEOTECHNICAL SERVICES

TASK 8 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 9 - CONSTRUCTION PHASE SERVICES

Adding: TASK 10 – TRAFFIC ANALYSIS

CP&Y, Inc.	
Direct Labor	
CATEGORY	**RATE**
Senior Project Manager	$265.00
Quality Manager	$174.00
Senior Engineer	$224.00
Project Engineer	$191.00
Design Engineer	$158.00
Engineer-In-Training	$121.00
Senior Engineer Tech	$154.00
Engineer Tech	$111.00
Survey Project Manager	$200.00
Project Surveyor/RPLS	$150.00
Senior Survey Tech	$126.00
Survey Technician	$105.00
1-man Field Crew	$125.00
2-man Field Crew	$150.00
3-man Field Crew	$180.00
Executive Assistant	$84.00
Environmental Manager	$251.00
Senior Environmental Planner	$245.00
Environmental Planner IV	$174.00
Environmental Planner I/II	$111.00
Senior Environmental Scientist	$174.00
Environmental Scientist IV	$154.00
Environmental Scientist III	$121.00
Environmental Scientist I/II	$111.00
Senior Architectural Historian	$148.00
Architectural Historian	$107.00
Admin/Clerical	$121.00
Senior GIS Operator	$111.00
GIS Operator	$101.00

Alliance Transportation Group, Inc.	
CATEGORY	**RATE**
Project Principal	$290.00
Senior Project Manager	$274.00
Project Manager	$248.00
Senior Engineer	$213.00
Project Engineer	$194.00
Traffic Engineer	$162.00
Engineer-in-Training	$125.00
Senior Engineering Technician	$145.00
Engineering Technician	$105.00
Jr Engineering Technician	$65.00
Project Administrator	$109.00
Clerical	$86.00
Planner I/II	$105.00
Planner III	$135.00
Travel Demand Modeler I/II	$140.00
Travel Demand Modeler III	$180.00
Sr Travel Demand Modeler/Planner	$213.00

CDM Smith	
Direct Labor	
CATEGORY	**RATE**
Project Principal	$350.00
Senior Project Engineer	$300.00
Senior Engineer	$250.00
Project Engineer	$175.00
Engineer-in-Training (EIT)	$125.00
Senior Engineering Technician	$140.00
Engineering Technician	$100.00
Planning Director	$300.00
Senior Travel Demand Modeler	$275.00
Travel Demand Modeler III	$250.00
Travel Demand Modeler II	$150.00
Senior Planner	$220.00
Planner II	$150.00
Planner I	$125.00
Project Administrator	$125.00
Clerical	$100.00
Quality Manager	$250.00

Corsair Consulting, LLC	
Direct Labor	
CATEGORY	**RATE**
Principal	$271.00
Senior Project Manager	$271.00
Project Manager	$240.87
Senior Engineer	$180.66
Project Engineer	$165.59
Design Engineer	$143.01
Engineer-In-Training	$105.37
Senior Engineer Tech	$82.80
Engineer Tech	$46.97
Admin/Clerical	$75.28

Cox McLain Environmental Consulting	
Direct Labor	
CATEGORY	**RATE**
CR Principal Investigator	$125.00
CR Field Director	$85.00
CR Crew Chief	$70.00
CR Field Crew I	$45.00
CR Field Crew II	$55.00
GIS Operator	$80.00
Technical Writer / Editor	$75.00
Admin / Safety	$65.00
Environmental Manager	$160.00
Senior Environmental Planner	$125.00
Environmental Planner IV	$110.00
Environmental Planner I/II	$80.00
Senior Environmental Scientist	$90.00
Environmental Scientist IV	$80.00
Environmental Scientist III	$70.00
Environmental Scientist I/II	$60.00
Senior Architectural Historian	$110.00
Architectural Historian	$85.00

Halff	
Direct Labor	
CATEGORY	**RATE**
Technical Advisor	$350
Project Manager	$265
Quality Manager	$230
Senior Engineer	$220
Project Engineer	$180
Design Engineer	$155
Engineer-In-Training	$118
Senior Engineer Tech	$130
Engineer Tech	$100
Senior CADD Operator	$115
CADD Operator	$90
Senior GIS Operator	$150
GIS Operator	$120
GIS Technician	$85
Admin/Clerical	$80

K. Friese and Associates	
Direct Labor	
CATEGORY	**RATE**
Senior Project Manager	$250.00
Quality Manager	$240.00
Senior Engineer	$225.00
Project Engineer	$185.00
Design Engineer	$150.00
Engineer-In-Training	$125.00
Senior Engineer Tech	$130.00
Engineer Tech	$125.00
Admin/Clerical	$90.00
Senior GIS Operator	$130.00
GIS Operator	$125.00
GIS Technician	$110.00

Surveying And Mapping, Inc.	
Direct Labor	
CATEGORY	**RATE**
Project Engineer	$180.00
Senior Project Engineer	$195.00
Engineer Tech	$102.00
Admin/Clerical	$75.00
Principal	$200.00
Senior Project Manager	$175.00
Project Manager	$150.00
Senior Survey Technician	$105.00
Survey Technician	$95.00
Two (2) Person Survey Field Crew	$150.00
Three (3) Person Survey Field Crew	$190.00
Project Coordinator - Mobile LiDAR	$120.00
Senior Field Coordinator	$160.00
Field Coordinator	$125.00
Mobile LiDAR Processing Technician	$98.00
Project Coordinator - AM	$120.00
Certified Photogrammetrist	$120.00
Analytical Triangulation Specialist	$110.00
Aerial Mapping Technician	$98.00
Orthophoto Specialist	$110.00
Mapping Editor (includes QA/QC, Finishing, & Finalization)	$98.00
Aerial Office Technician	$98.00
Project Coordinator - AP	$120.00
Aerial Processing Technician	$110.00
Project Coordinator - FWAL	$120.00
Airborne LiDAR Processing Technician	$110.00
Project Coordinator - HAL	$120.00
Helicopter LiDAR Processing Technician	$110.00
Helicopter LiDAR Processing Technician	$110.00
EIT / Graduate Engineer	$128.00
Senior Engineer Tech	$125.00

Exhibit D-1 - Rate
MoKan Corridor Planning & Design

DIRECT EXPENSES FOR PRIME AND ALL SUBS	RATE
Photocopies B/W (8 1/2" X 11") / each	$0.25
Photocopies B/W (11" X 17") / each	$0.50
Photocopies Color (8 1/2" X 11") / each	$0.75
Photocopies Color (11" X 17") / each	$1.50
Digital Ortho Plotting / sheet	$2.50
Plots (B/W on Bond) / square foot	$1.00
Plots (Color on Bond) / square foot	$2.00
Plots (Color on Photographic Paper) / square foot	$5.50
Color Graphics on Foam Board / square foot (bill actual w/o tax)	$11.00
Cardstock Color (8 1/2" x 11") / each	$2.00
Reproduction of CD/DVD / each	$30.00
CDs/DVDs / each	$2.00
Cardstock Color (8 1/2" x 11") / each	$2.00
4" X 6" Digital Color Print / picture	$0.50
Noise Meter Rental / per day	$80.00
Backhoe and operator/per day	$1,450.00
GPS GIS Grade (per day)	$80.00
MOBILIZATION \ DEMOBILIZATION / LS	$500.00
SOIL DRILLING & SAMPLING (COHESIVE SOILS): CONTINUOUS IN THE UPPER 10 FT AND AT 5 FT INTERVALS THEREAFTER. SPT SAMPLES IN GRANULAR SOILS. / PER FOOT	$28.00
ROCK CORING / PER FOOT	$42.00
TCP TESTS (AT 5 FT. INTERVALS IN ALL BORINGS). / EACH	$15.00
BACKFILL WITH SOIL CUTTINGS / GROUTING WITH BENTONITE CHIPS. / PER FOOT	$8.00
MOISTURE CONTENT (ASTM D2216) / EACH	$10.00
ATTERBERG LIMITS (ASTM 4318) / EACH	$80.00
PERCENT PASSING NO. 200 SIEVE (ASTM D1140) / EACH	$42.00
SIEVE ANALYSIS (ASTM D422) / EACH	$95.00
UNCONFINED COMPRESSIVE - SOIL (ASTM D2166) / EACH	$70.00
UNCONFINED COMPRESSIVE - ROCK (ASTM D7012) / EACH	$75.00
CONSOLIDATED-UNDRAINED COMPRESSION TEST WITH PORE PRESSURE, MULTI- SAMPLE, 3 PER FAILURE ENVELOPE (INCLUDES DUW & STRESS-STRAIN CURVES) ASTM D4767 / EACH	$1,400.00
CONSOLIDATION, INCREMENTAL LOADING (ASTM 2435) / EACH	$500.00
CORROSION SUITE (SULFATES, CHLORIDES, AND PH) / EACH	$175.00
RESILIENT MODULUS (RM) / EACH	$650.00
STANDARD PROCTOR (ASTM 698) / EACH	$250.00
TRAFFIC CONTROL / DAY	$2,300.00
SAMPLE STORAGE (PER MONTH) / MONTH	$500.00
Deed Copies/Sheet	$2.00
Control Monuments/each	$90.00
Ground Target(Includes paint, panel material, etc.)/each	$20.00
GPS Receiver / Hour	$25.00
Terrestrial Laser Scanner / Hour	$100.00
Helicopter Airborne Lidar / Hour	$700.00

Exhibit D-1 - Rate
MoKan Corridor Planning & Design

DIRECT EXPENSES FOR PRIME AND ALL SUBS	RATE
Digital Imagery Processing / Each	$30.00
LiDAR Mobile Mapping System / Day	$9,500.00
Aerial Photography Flight Crew Fixed Wing Aircraft / Hour	$205.00
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator) / Hour	$120.00
Helicopter Flight Crew (Includes Pilot and LiDAR Operator) / Hour	$315.00
AP Transit Miles / Mile	$15.00
AP Project Flight Miles / Mile	$35.00
AP ABGPS Processing / Project	$3,000.00
FWAL Transit Miles / Mile	$15.00
FWAL Project Flight Miles / Mile	$35.00
Aerial LiDAR System / Day	$1,300.00
B&W processing (film, development, scanning) / each	$25.00
CIR processing (film, development, scanning) / each	$30.00
Color processing (film, development, scanning) / each	$30.00
Digital Image Processing / each	$27.00
Ground Penetrating Radar	$415.00
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder) (Day Rate)	$35.00
Geophysical Locating Equipment (Day Rate)	$65.00
Environmental Supplies (Day Rate)	$27.00
ATV or Utility Vehicle (Day Rate)	$75.00
Mobilization for Aerial Photography/LiDAR Fixed Wing Aircraft (Includes aircraft, Pilot, Camera/LiDAR Operator, fuel and transportation cost)	$27,500.00
Mobilization for Helicopter Airborne LiDAR (Includes helicopter, Pilot, LiDAR Operator, fuel and transportation cost)	$27,500.00
Mobilization for Rotary Wing Unmanned Aerial System Photography/LiDAR (Includes aircraft, Pilot, Camera/LiDAR Operator, fuel and transportation cost)	$5,000.00
Mobilization for Fixed Wing Unmanned Aerial System Photography/LiDAR (Includes aircraft, Pilot, Camera/LiDAR Operator, fuel and transportation cost)	$5,000.00
Mobilization for Mobile Mapping System (Includes Vehilce, Driver, Camera/LiDAR Operator, fuel and transportation cost)	$9,500.00
2-hour turning movement counts (7 ints x 2 peaks) / each	$350.00
Travel Time runs (AM and PM 2-hour peaks) / hour	$55.00

Commissioners Court - Regular Session **82.**

Meeting Date: 05/05/2020

Seward Junction Real Estate Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Land Unlimited Inc. for right of way needed on The Seward Junction Southeast Loop project. (Parcel 8)
Funding Source: Road Bond P271

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Land Unlimted Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:35 AM

Form Started By: Charlie Crossfield Started On: 04/30/2020 10:29 AM

Final Approval Date: 04/30/2020

REAL ESTATE CONTRACT

Seward Junction Southeast

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

ARTICLE I
PURCHASE AND SALE

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

> An approximately 1.7565 acre tract of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas, and being the western portion of the remainder of that certain called 2.67 acre tract of land described in the Deed to Land Unlimited Inc., of record in Document No. 1998064566, Official Public Records of Williamson County, Texas, and as further shown in Exhibit "A", attached hereto and incorporated herein ("County Lot"), the final size of which shall be determined by a boundary survey to be completed at the expense of Purchaser prior to Closing;

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of NINE HUNDRED FIFTY THOUSAND and 00/100 Dollars ($950,000.00).

Pursuant to the terms of that certain Possession and Use Agreement for Transportation Purposes, recorded as Document No. 2018053009 of the Official Records of Williamson County, Texas, Purchaser has previously paid to Seller the amount of $142,817.00, and which amount is to be deducted from any final purchase or settlement amount. **Therefore, the net amount now due and owing to Seller for purchase of the Property in satisfaction of this Contract is EIGHT HUNDRED SEVEN THOUSAND ONE HUNDRED EIGHTY-THREE and 00/100 Dollars ($807,183.00).**

Payment of Purchase Price

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

Special Provisions and Additional Compensation

2.03. Subdivision Plat. Seller shall provide Purchaser will all reasonably requested assistance, including specifically execution of submission documents as the owner of the Property, which are required for creating and obtaining a legally compliant subdivision in order to create the County Lot which will be conveyed to Purchaser, and the remaining Land Unlimited Lot to be retained by Seller. The plat shall specifically contain and identify a twelve foot (12') wide public utility easement along the southern border of the County Lot, for utility service to the retained Land Unlimited Lot. All applications and efforts required for platting shall be undertaken at the direction and expense of Purchaser. The satisfaction of this platting requirement shall specifically be a condition precedent to the Closing of this transaction.

2.04. Seller Vacation Date. As an obligation which shall survive the Closing of this transaction, and as Additional Compensation for the purchase of the Property herein, Seller shall be allowed a maximum of ninety (90) days after completion of Closing for removal of any personal property not conveyed herein and final vacation and delivery of possession of portions of the County Lot which are not subject to the provisions of the Possession and Use Agreement previously executed between the parties. Seller at its sole cost shall continue to maintain any existing comprehensive commercial public general liability insurance policy in place at the current policy per occurrence claim limits, with Purchaser named as an additional insured, against all claims or demands that may arise or be claimed on account of Seller's business use of the Property after Closing and until the time of final vacation of the premises as provided herein.

2.05. Condemnation Suit Dismissal. By execution of this Contract the parties agree that within sixty (60) days after completion of the Closing they shall execute agreed dismissal documents for the currently existing condemnation lawsuit for acquisition of a portion of the Property, which is identified as Cause No. 18-0106-CC3, County Court at Law No. 3, Williamson County, Texas.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

4.02. The 0.5261 acre portion of the Property described by metes and bounds in Exhibit "B" attached hereto is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before July 31, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 15 days after the completion of the Platting requirement as set out in Section 2.03 above, or completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

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

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

(d) Deliver to Purchaser possession of the Property if not previously done, subject to the provisions of the Seller Vacation Date in Section 2.04 above.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

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

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

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

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

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

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

LAND UNLIMITED INC.

By: _____

Name: KENNETH LEWIS

Its: PRESIDENT

Date: 4-27-10

Address: P.O. Box 1090
LIBERTY HILL, TX.
78642

PURCHASER:

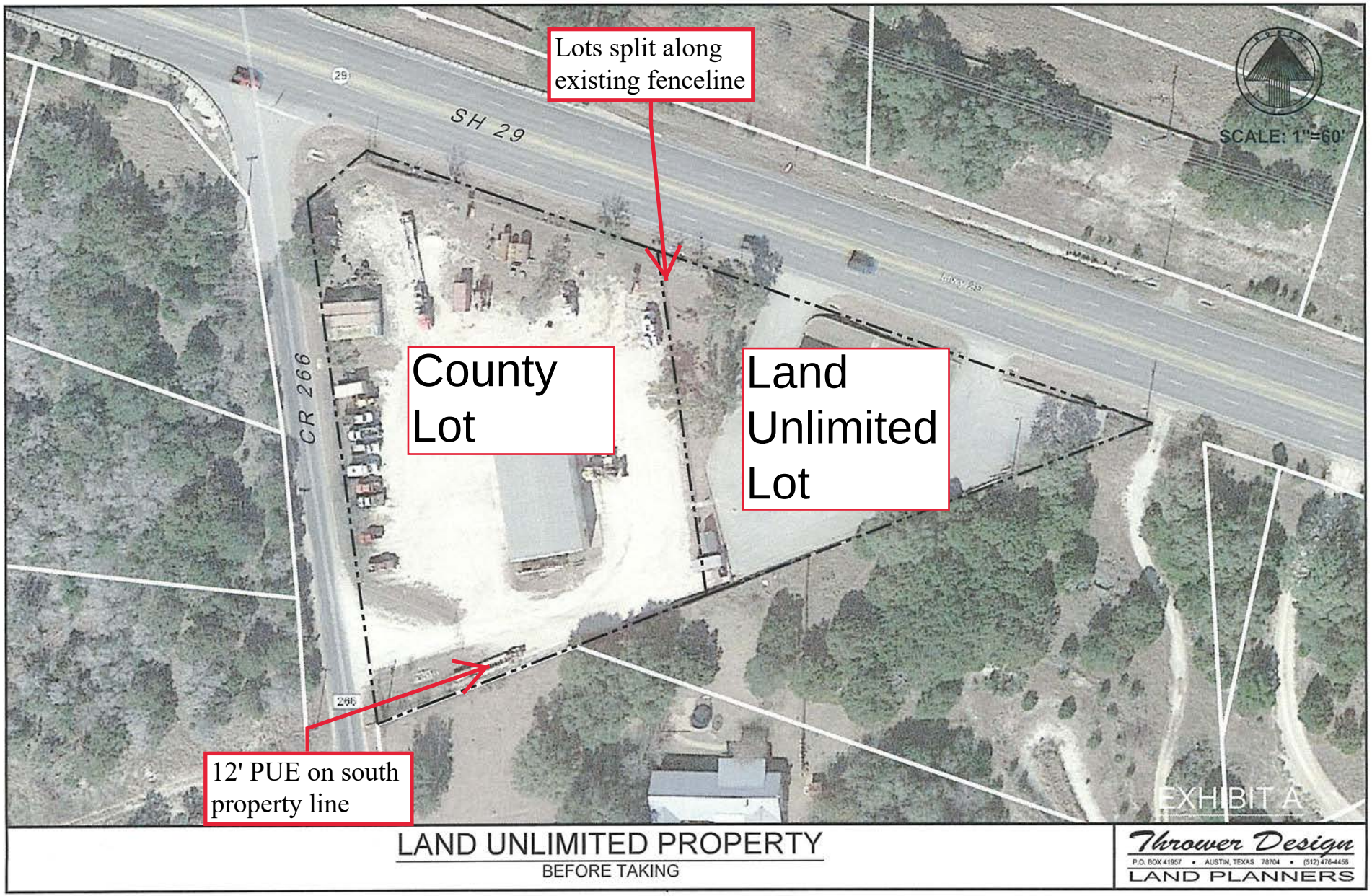
WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

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

EXHIBIT "A"


Lots split along existing fenceline
SH 29
CR 266
SCALE: 1"=60'
County Lot
Land Unlimited Lot
12' PUE on south property line
EXHIBIT A
LAND UNLIMITED PROPERTY
BEFORE TAKING
Thrower Design
LAND PLANNERS

FIELD NOTES DESCRIPTION – PARCEL 8

DESCRIPTION OF 0.5261 ACRE (22,915 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN CALLED 2.67 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO LAND UNLIMITED, INC., OF RECORD IN DOCUMENT NO. 1998064566, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.5261 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, 72.81 feet right of Williamson County Road 266 Baseline Station 269+75.10, in the south right-of-way line of State Highway No. 29, a varying width right-of-way, same being the north line of the said 2.67 acre tract, at the intersection with the east right-of-way line of County Road 266, a varying width right-of-way, same being the east corner of that certain called 0.026 acre right-of-way dedication to Williamson County, Texas, of record in Document No. 2011009566, Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, and from said calculated point, an iron rod with 1.5-inch aluminum cap stamped "TxDOT" found bears S 49° 11' 33" W, a distance of 0.14 feet;

THENCE S 72° 13' 55" E, with the south right-of-way line of State Highway 29, same being the north line of the said 2.67 acre tract, and with the north line of the tract described herein, a distance of 103.51 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 168.62 feet right of County Road 266 Baseline Station 269+35.92, for the northeast corner of the tract described herein;

THENCE leaving the south right-of-way line of State Highway 29 and crossing the said 2.67 acre tract, with the proposed east right-of-way line of County Road 266, and with the east line of the tract described herein, the following two (2) courses and distances:

1. S 51° 38' 56" W, a distance of 87.46 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 96.00 feet right of County Road 266 Baseline Station 268+87.17, for an angle point, and

2. S 04° 28' 41" E, a distance of 295.03 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 102.00 feet right of County Road 266 Baseline Station 265+91.98, in the south line of the said 2.67 acre tract, same being the north line of Lot 9, Twenty-Nine Ranch, a subdivision of record in Cabinet K, Slides 115-116, Plat Records of Williamson County, Texas, for the southeast corner of the tract described herein;

THENCE S 67° 28' 06" W, with the south line of the said 2.67 acre tract, same being the north line of Lot 9 of the said Twenty-Nine Ranch subdivision, and with the south line of the tract described herein, a distance of 40.80 feet to a calculated point, 63.21 feet right of County Road 266 Baseline Station 265+79.34, in the existing east right-of-way line of County Road 266, at the southwest corner of the said 2.67 acre tract, same being the northwest corner of Lot 9 of the said Twenty-Nine Ranch subdivision, for the southwest corner of the tract described herein, from which a 1/2-inch iron rod found bears N 08° 41' 56" W, a distance of 2.74 feet;

THENCE with the existing east right-of-way line of County Road 266 and with the west line of the tract described herein, the following two (2) courses and distances:

1. N 08° 41' 56" W, with the west line of the said 2.67 acre tract a distance of 365.35 feet to an iron rod with 1.5-inch aluminum cap stamped "TxDOT" found, 30.32 feet right of County Road 266 Baseline Station 269+43.85, at the south corner of the said 0.026 acre tract for an angle point, and

2. N 49° 11' 33" E, crossing the said 2.67 acre tract with the east line of the said 0.026 acre tract, a distance of 52.75 feet to the **POINT OF BEGINNING** and containing 0.5261 acre (22,915 square feet) of land, more or less.

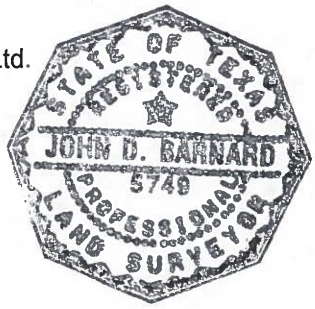
BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.
BOWMAN WORD FILE: FN1792R2(gt)

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

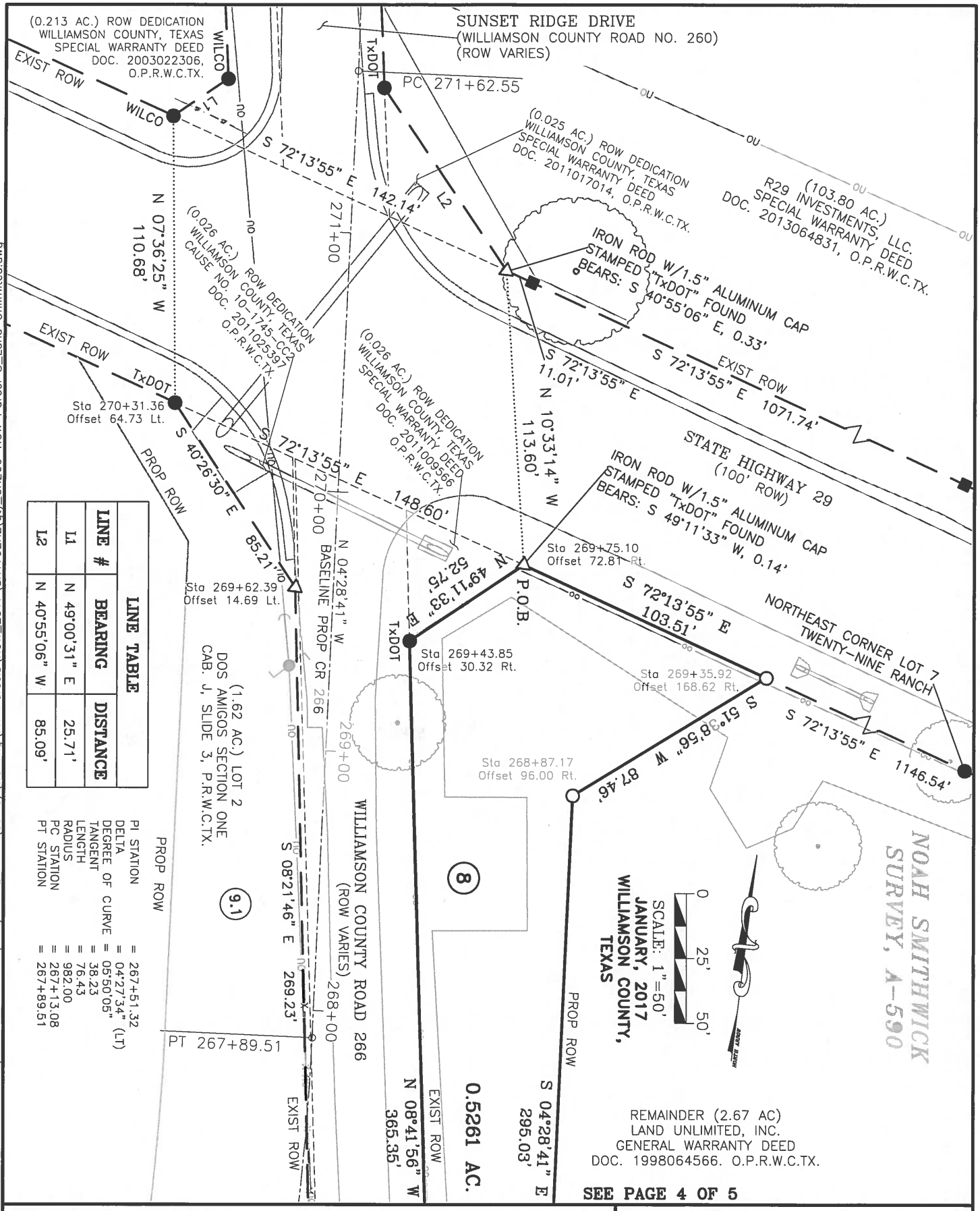
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 12th of January, 2017 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 49°00'31" E	25.71'
L2	N 40°55'06" W	85.09'

SEE PAGE 4 OF 5

Bowman CONSULTING
Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1792-R2

FILE: P:\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW_2017\SK1792R2(qt)_CR266-ROW Parcel 8_Land Unlimited.dwg
DATE: Jan 12,2017-11:41am

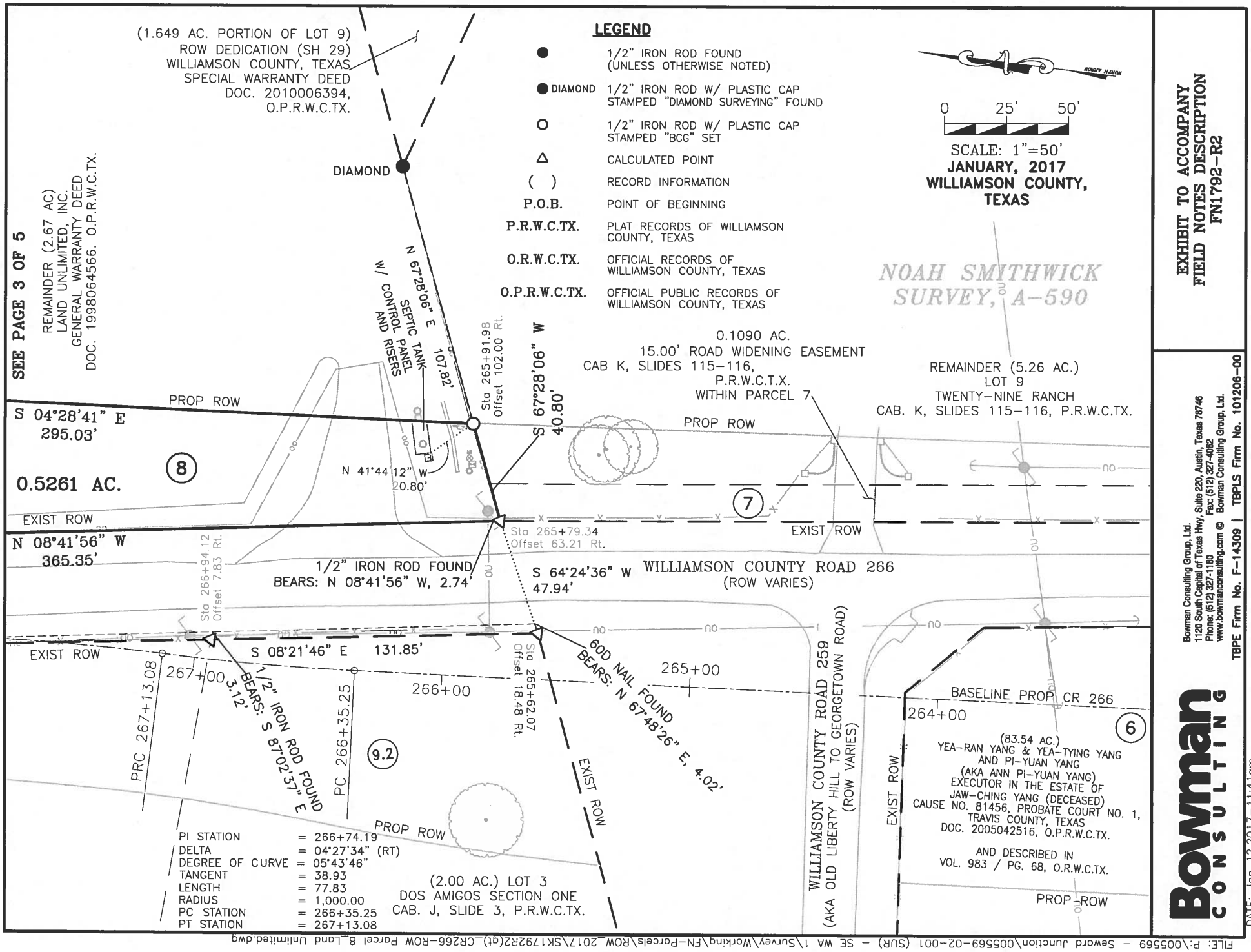


EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1792-R2

Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

Bowman CONSULTING

DATE: Jan 12,2017-11:41am

FILE: P:\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW_2017\SK17922(gt)_CR266-ROW Parcel 8_Land Unlimited.dwg

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

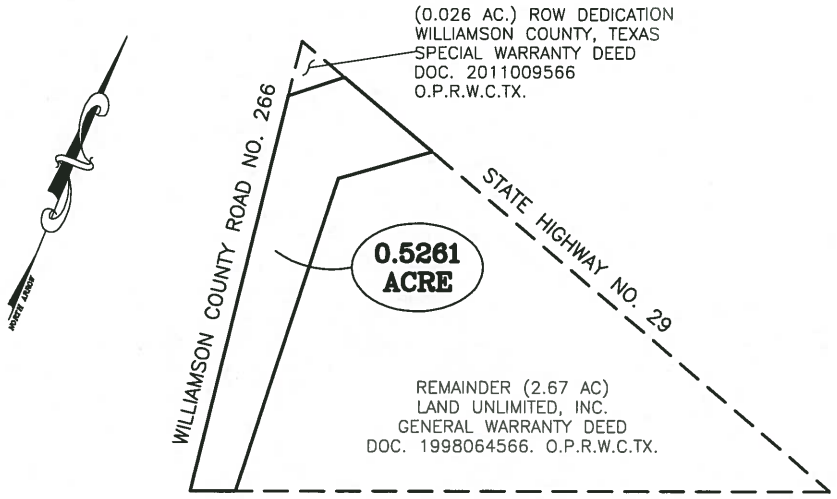
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).

4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.

5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015.

6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY.
THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.

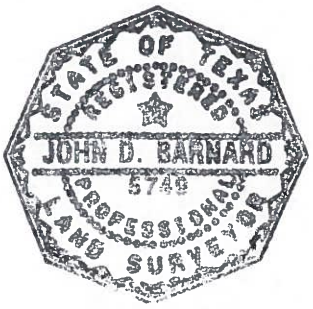
7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE

RECORD PROPERTY AREA = 2.67 ACRES
DOC. 2011009566 ROW ACQUISITION AREA = 0.026 ACRE
PROPOSED ROW ACQUISITION AREA = 0.5261 ACRE
CALCULATED REMAINDER AREA = 2.1179 ACRES



SURVEYOR CERTIFICATION

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

JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5749,
STATE OF TEXAS

1/12/2017
DATE

Bowman CONSULTING

Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1792-R2

EXHIBIT "C"

DEED
Seward Junction Southeast

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

> All of that certain Lot ____, Block _____ of _____, a subdivision of record in Williamson County, Texas, according to the map or plat recorded in Cabinet _____, Slide _____, Plat Records of Williamson County, Texas, and as further shown in Exhibit "A" attached hereto and incorporated herein.

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

The portion of the Property described in Exhibit "B" attached hereto is being conveyed under the threat of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

GRANTOR:

LAND UNLIMITED INC.

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **83.**

Meeting Date: 05/05/2020

ILA with City of Round Rock for University

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and The City of Round Rock, Texas regarding the funding for the construction of the University Boulevard improvement project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

University ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:45 AM

Form Started By: Charlie Crossfield Started On: 04/30/2020 10:33 AM

Final Approval Date: 04/30/2020

THIS DOCUMENT IS PENDING SIGNATURE FROM OTHER PARTY.

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF ROUND ROCK, TEXAS REGARDING THE FUNDING FOR THE CONSTRUCTION OF THE UNIVERSITY BOULEVARD IMPROVEMENT PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 23rd day of April, 2020, by and between WILLIAMSON COUNTY (the "County") and the CITY OF ROUND ROCK, TEXAS (the "City"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the Capital Area Metropolitan Planning Organization ("Campo") has agreed to fund up to 70% of the construction costs for the reconstruction of University Boulevard between A.W. Grimes (FM 1460) and SH 130. This work will expand the roadway from the existing two-lane roadway to a four-lane divided roadway (the "Project"); and

WHEREAS, the Parties desire to share all costs related to the design and construction of the Project as further described herein and at the location shown on Exhibit "A", attached hereto; and

WHEREAS, the current estimate for total Project Costs is $14,200,000 ("Project Costs"), with Campo being responsible for $7,560,000 of those Project Costs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

1. The City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and this agreement will be in full force and effect when approved by each party.
2. The County agrees to pay to the City, pursuant to the conditions stated herein, fifty (50%) percent of all Project Costs, after Campo contributions up to and no more than $4,200,000 (the "County Reimbursements"). Project Costs include preliminary and final design, right-of-way acquisition,

environmental mitigation, utility relocations (if any), construction bidding and management and all other costs related to the construction of the Project. The current estimate of the County's 50% share is $3,300,000. After City's payment of each expenditure for Project Costs, the City will transmit a copy of said expenditure to the County. Upon timely receipt, proper documentation and approval of each expenditure the County shall make a good faith effort to pay the amount which is due within thirty (30) days after receipt of said payment request from the City. The City agrees to make every effort to transmit the requests for reimbursement of expenditures to the County in sixty-day intervals.

3. The City agrees to be responsible for management of the Project and the payment of all Project Costs, subject to the County Reimbursement described above.
4. The City agrees to be responsible for the operation and maintenance of the Project after completion and acceptance by the City.
5. Neither the City nor County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
6. This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.
7. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

8. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

9. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Projects and acceptance of the public improvements by City. The Parties acknowledge that the Project could take considerable time to design and construct, due to the environmentally sensitive areas within the Project footprint. If the Project has not been constructed and open to the public within five (5) years after the Effective Date, the City and/or the County reserves the right to terminate this Agreement.

10. The Effective Date of this Agreement shall be on the date the last Party signs this Agreement.

11. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

(signatures on the following pages)

WILLIAMSON COUNTY

By: _____
William Gravell, Jr., County Judge

Attest:

_____
Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

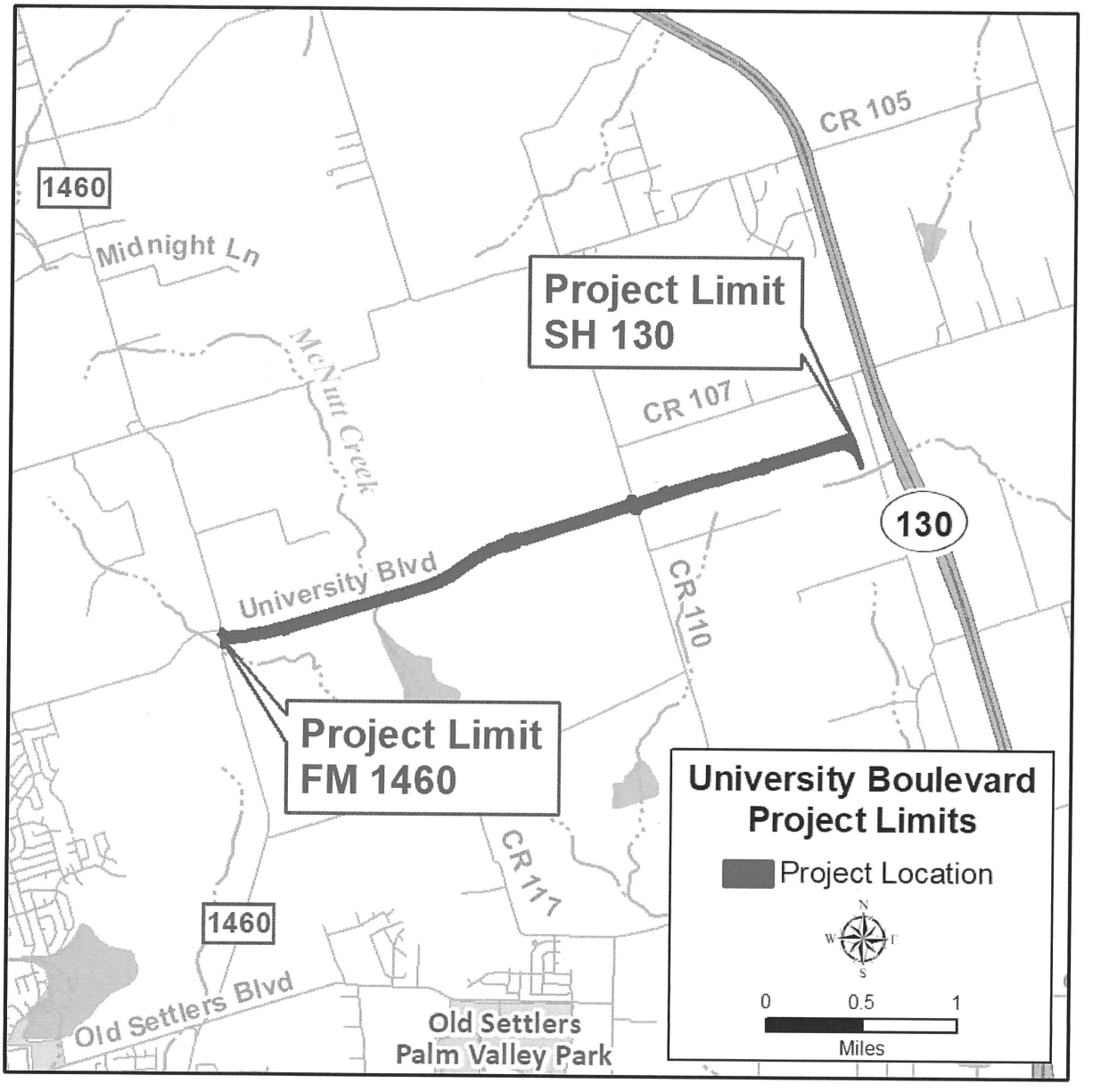
By: _____
Craig Morgan, Mayor

Attest:

_____
Sara White, City Clerk

Exhibit A

Location of University Boulevard Reconstruction


CR 105
1460
Midnight Ln
Project Limit
SH 130
McNutt Creek
CR 107
130
University Blvd
CR 110
Project Limit
FM 1460
CR 111
1460
Old Settlers Blvd
Old Settlers
Palm Valley Park
University Boulevard
Project Limits
Project Location
N
W
E
S
0
0.5
1
Miles

Commissioners Court - Regular Session **84.**

Meeting Date: 05/05/2020

Live PD

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action in relation to the use of Williamson County facilities, vehicles and property by Big Fish Entertainment, LLC, A&E Networks, Williamson County Sheriff Robert Chody and other third parties for purposes of filming and publishing the television series Live PD without the consent, license or authority of the Williamson County Commissioners Court; and expenditures and costs related thereto.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 11:42 AM
Form Started By: Hal Hawes		Started On: 04/30/2020 11:33 AM
Final Approval Date: 04/30/2020		

Commissioners Court - Regular Session **85.**

Meeting Date: 05/05/2020

Atty Engagement Live PD

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the engagement of the law firm of Howry Breen & Herman, LLP and The Law Office Of Randy Leavitt to represent Williamson County in relation to issues regarding the use of Williamson County's facilities, vehicles and property for purposes of filming, producing and/or publishing the television series Live PD or any other type of television series or production, and to investigate the filing of a potential lawsuit and prosecuting such lawsuit to enjoin an invalid contract entered into by Williamson County Sheriff Robert Chody without any authority from the Williamson County Commissioners and indirect contravention of the Williamson County Commissioners Court's stated position and legal authority ; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Howry Breen Herman Leavitt Representation Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 11:43 AM
Form Started By: Hal Hawes		Started On: 04/30/2020 11:36 AM
Final Approval Date: 04/30/2020		

Howry Breen & Herman LLP
TRIAL ATTORNEYS

Sean E. Breen
Email: *sbreen@howrybreen.com*
Office No.: (512) 474-7300

Via Electronic Mail

Williamson County

Dear Williamson County,

HOWRY BREEN & HERMAN, LLP and THE LAW OFFICE OF RANDY LEAVITT (**Us** or **the Firm**) is pleased you have selected us for legal representation. The purpose of this letter is to clearly set forth our proposed agreement concerning the terms of the representation, in an effort to avoid misunderstandings later. Please read it carefully, because it describes the terms and conditions under which we agree to represent you.

Description of the Engagement

1. Identification of our Client. Our Client in this matter is Williamson County (**You** or the **Client**).

2. Identification of the Matter. Issues regarding the use of Williamson County's facilities, vehicles and property for purposes of filming, producing and/or publishing the television series Live PD or any other type of television series or production and to investigate the filing of a potential lawsuit and prosecuting such lawsuit to enjoin an invalid contract entered into by Sheriff Robert Chody without any authority from the County Commissioners and indirect contravention of the County Commissioners stated position and legal authority (**the Matter**).

Terms of the Engagement

3. Fees. Our fees for this representation will be on an hourly basis. We will charge, and you (or others on your behalf, if specified above) have agreed to pay our rates for work performed on this representation. Those current rates are:

- $500 per hour for senior partner attorneys Sean Breen, Randy Howry, and Randy Leavitt;
- $400 per hour for all other attorneys; and
- $175 per hour for paralegals or legal assistants.

We review these hourly rates periodically and may adjust them. If such changes are necessary, you will be notified in writing before the change.

It is our policy to bill clients periodically for fees and out-of-pocket expenses. Each attorney, paralegal, and legal assistant records the time required to perform services, and these time records are the basis for our bills. Those bills will generally describe services performed and any expenses incurred.

Our statements are reasonably detailed, and our clients do not usually have any questions about them. If you should ever have any questions or comments, however, please do not hesitate to call us so that we can discuss them.

Our hourly rates do not include any interest for slow payment. Because of this, and the fact that we do not include a service charge for late payments, we insist that our clients pay their bills promptly.

4. Retainer. We will not require a retainer at this time. We reserve the right to request a retainer. Should we request a retainer, such funds will be placed in our trust account, a State Bar of Texas Interest on Lawyers' Trust Account, the interest on which benefits the Texas Equal Access to Justice Foundation. These funds will be applied to our final statement for fees and expenses or, at our discretion, to any past-due amounts.

Upon termination of our services, we will promptly refund any retainer, less any fees and expenses unpaid as of the date of our final bill.

We retain the right to request a supplemental retainer, over and above the original retainer, during our representation.

5. Costs & Expenses. You are responsible for paying costs and expenses of litigation on a monthly basis. Costs and expenses typically include, but are not limited to:

- court filing and service of process charges
- photocopying expenses
- facsimile transmissions
- travel costs
- long distance telephone bills
- computer assisted research charges, and
- expert, court reporter, and subpoena fees.

Some expenses may be large. These potentially large expenses include, but are not limited to:

- retaining expert witnesses;
- large copy jobs that may be required; and
- cost of court reporters for depositions.

In some instances, we will advance such costs and expenses on your behalf and bill you for them on a monthly basis. But for potentially large expenses, we may ask you to pay an estimated amount in advance of incurring these costs, or for a supplier to bill you directly.

6. Billing Cycle. We intend to issue invoices to you on a monthly basis. If during our representation we anticipate a significant increase in the level of our activity on your behalf—for example, trial preparation or trial—we may bill you more frequently.

Client's payments 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 County in accordance with Texas Government Code Section 2251.025.

During our discussions about handling this matter, we may provide you with estimates of the fees and expenses that will be required at certain stages of our representation. Such estimates are just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, particularly the extent to which other parties require our involvement on your behalf.

One reason we submit your bills shortly after we render services is so you will have a means of monitoring and controlling your expenses. If you believe expenses are mounting too rapidly, please contact us immediately so we can assist you in evaluating how they might be curtailed. If we do not hear from you, we assume that you approve of the overall level of activity in this matter.

7. Withdrawal for failure to pay fees and expenses. You understand and agree to the general policy of the Firm that, consistent with our ethical obligations, we will cease work for clients who are more than 30 days in arrears in paying our invoices. In such cases, you also agree that we may move to withdraw as your counsel and that you will promptly execute any withdrawal motions to accomplish this.

You also agree that we may retain papers relating to this matter to secure payment of any amount you owe us, to the extent permitted by law, but only if such retention will not prejudice your interests in the subject matter of the representation.

8. Staffing. We will assign such personnel to the Matter as we believe appropriate in seeking to achieve a favorable result for you. I will serve as partner in charge of the Matter, and Jená Tyree will be the paralegal who will work with me. However, there may be other partners, associates and paralegals that may assist as necessary.

Our Responsibilities

9. Scope of Engagement. As legal counsel for you, we will represent your interests in the Matter.

10. Communication. We will keep you advised of the status of the Matter. It is our normal practice to provide you with copies of all:

- Most documents filed with the court, including important pleadings and motions;

- Orders issued by the Court;
- Discovery requests received from opposing counsel; and
- Discovery requests and responses served on your behalf.

We do not normally provide you with all correspondence with the Court or opposing counsel, or more routine filings like hearing notices or vacation letters. If you have any particular requests concerning the copies of documents you receive, please let us know.

We will provide copies of these documents by email. If you prefer to receive these copies in a different manner, please let us know.

11. Client Documents. We will maintain all documents you furnish us in our client files.

At the conclusion of this matter (or earlier if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to return to you. We may keep copies thereof to the extent we believe advisable for our records. We will retain any remaining documents and our own files, including attorney work product, for a certain period of time and ultimately destroy them in accordance with our record retention program schedule.

12. Confidentiality. Attorneys, like other professionals who advise on personal financial matters, are required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies regarding privacy of client information. Because attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law, we have always protected our clients' right to privacy.

In the course of representing our clients, we receive all manner of significant personal financial information from them. As a client of the firm, you are advised that all information we receive from you will be held in confidence and not released to outside persons, except as agreed to by you or as required under applicable law.

We retain records relating to professional services we provide to assist our clients with their professional needs and, in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

13. Texas Lawyer's Creed. Enclosed for your information is a copy of the Texas Lawyer's Creed, which was promulgated and adopted by the Supreme Court of Texas. Rules governing Texas lawyers require us to furnish the Creed to new clients.

The Creed sets out important objectives that all Texas lawyers aspire to attain, including how lawyers are expected to relate to one another. Although compliance with the Creed is voluntary, our Firm adheres to its provisions. We will follow the Creed during our representation of you in

this matter. If you have any questions regarding what that may mean, we will be happy to discuss them with you.

14. No warranty or guarantee of particular results. From time to time, we may express opinions or beliefs to you (or to others at your request) concerning this matter or its anticipated outcome. As is true with all legal services, we cannot and do not guarantee the results of our representation of you in this matter. We make no express warranties, promises, or guarantees concerning this representation or any particular result, and disclaim any implied warranties concerning it.

Your Responsibilities

15. Preservation of Evidence. All persons have a legal obligation to maintain and not to destroy potential evidence once a legal claim is reasonably anticipated. If a party is found by a court to have destroyed evidence, the court may allow a jury to draw negative inferences from the destruction, and could order additional sanctions against the party (including fines or, in extreme cases, dismissal of a claim or a default in the case).

It is therefore very important that you (and any others acting at your direction) not destroy or permit to be destroyed evidence that may be relevant to the Matter. **This includes emails, text messages, social media accounts and posts, photos, and videos.**

Do not destroy any hard drives. Do not change computers, phones, or other personal devices without ensuring that all documents and data are preserved that relate in any way to this matter. Please use great care in preserving evidence, and especially electronic evidence such as emails, PDF, saved files and/or photographs.

Contact us before deleting or destroying anything if you have questions about what may need to be preserved or how to preserve.

16. Client cooperation. To enable us to effectively perform the services contemplated, it is essential that you fully and accurately disclose all facts and keep us apprised of all developments relating to this matter.

As you know, there is a discovery process in litigation. Sometimes the process is onerous and feels intrusive. We will use our best efforts to insure that the discovery process is within acceptable bounds. But when we ask you to look for documents or other information, it is important for you to use your best efforts to do so.

If there is something missing that you think that we should know about, please let us know. Sometimes, what is not found is important as well. We agree to cooperate fully with you and your representatives and make ourselves available to attend meetings, conferences, hearings, and other proceedings, as necessary.

Should you and your representatives fail to cooperate to the extent reasonably necessary for our representation, we reserve the right, consistent with our ethical obligations, to cease representation and withdraw.

17. Document Security. Email is a convenient tool. But you must use care in emails. Your emails to and from the Firm are privileged in most instances, with very few exceptions that most likely will never apply here. If a matter is highly confidential, however, consider using some other media for transmission.

Also, use extreme care in forwarding emails and/or documents. **Do not send any confidential privileged email to anyone who is not a privileged person. If you do so, the privilege may be waived**. If you have any questions about who may constitute a "privileged person," ask the Firm before sending the email.

Conclusion of Engagement

18. Early Termination or Withdrawal. The attorney-client relationship is a very personal one. For that reason, you have the right at to terminate this engagement at any time for any reason.

We have that same right to withdraw at any time, with or without cause, subject to reasonable notice under the circumstances and approval by any court that may become involved in your matter. Further, circumstances may arise that require us to withdraw from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards.

In all such circumstances, we will cooperate in the transfer of this matter and your files (at your expense) to other counsel of your choice.

In the event of termination or withdrawal before this matter is concluded, we will be entitled to receive compensation from you for all accrued and unpaid services rendered and all disbursements made, under the provisions of this Agreement, up to the time of withdrawal.

19. Conclusion of Engagement. Upon completion of the Firm's representation of you in this matter, whether upon completion of this matter or due to an earlier termination or withdrawal, the Firm will have no further obligation to advise you with respect to this matter or with respect to changes in the laws or regulations that could have an impact upon your future rights or obligations relating to this matter.

20. Disposition of documents. At the end of this representation, please let us know if you need any documents from our files: originals or copies of documents you provided to us, copies of other documents we received, or copies of documents we created.

We will retain documents for a limited time and then destroy them in accordance with our records-retention policy then in effect.

General

21. Effective Date. The Firm's representation of you shall commence on the date you, individually or through an authorized representative, accept the terms of engagement by signing and returning this letter along with any retainer descried herein.

22. Authority. You warrant that the individual(s) signing below are authorized to bind You regarding this Agreement.

23. Choice of Law. All matters arising out of or related to this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof.

24. Venue in Williamson County, Texas. You and the Firm agree that any dispute arising out of or related to this Agreement shall be brought in the district courts of Williamson County, Texas.

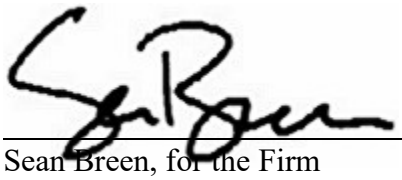
25. Notice regarding the Attorney Grievance Process. Texas law requires that all attorneys provide their clients with the following notice about the existence of the attorney grievance process: "The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys.

Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information."

26. No verbal or oral agreements. This letter constitutes the entire agreement between you and the Firm. Your engagement of the Firm is not subject to any oral agreements or understandings. No obligation or undertaking not set forth expressly in this letter shall be implied on the part of either you or the Firm.

This Agreement can be modified only by a further written agreement signed by you and the Firm. Thank you for the opportunity to represent you in this matter. We look forward to working with you. We request that you sign and date and return one copy of this letter. Please keep a copy of this letter for your files so that you will have a record of the Agreement.

AGREED AND APPROVED:

Authorized Representative of Williamson County, Texas	Date
	April 29, 2020
Sean Breen, for the Firm	Date

THE TEXAS LAWYER'S CREED

A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals
November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

l. I am passionately proud of my profession. Therefore, "My word is my bond."

2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.

3. I commit myself to an adequate and effective pro bono program.

4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.

5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

l. I will advise my client of the contents of this creed when undertaking representation.

2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.

4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I Will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

l. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of

ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt
"The Texas Lawyer's Creed - A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas. R. Phillips, Chief Justice
Franklin S. Spears
C. L. Ray
Raul A. Gonzales
Oscar H. Mauzy
Eugene A. Cook
Jack Hightower
Nathan L. Hecht
Lloyd A. Doggett
Justices

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis
Sam Houston Clinton
Marvin O. Teague
Chuck Miller
Charles F. (Chuck) Campbell
Bill White
M. P. Duncan, III
David A. Berchelmann, Jr.
Judges

Commissioners Court - Regular Session **86.**

Meeting Date: 05/05/2020

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: O'Connor Signal Project
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 N. Mays.
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 real property for future SH 29 corridor.
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 SE Loop/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
y) Discuss the acquisition of the MKT Right of Way

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.
h) Discuss Blue Springs Boulevard
i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

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

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:48 AM
Form Started By: Charlie Crossfield		Started On: 04/30/2020 10:42 AM
Final Approval Date: 04/30/2020		

Commissioners Court - Regular Session **87.**

Meeting Date: 05/05/2020

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
h) Project Arcos
i) Project Woods
j) Project Co-Op
k) Project Liberty

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:54 AM

Form Started By: Charlie Crossfield Started On: 04/30/2020 10:44 AM

Final Approval Date: 04/30/2020