NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
May 19, 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 – 57)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$100,000.00
To	0882.0882.003524	Sublets	$100,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003550	Asphalt	$120,000.00
To	0200-0210-003554	Chemicals, Roadside Spraying	$120,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0540.005700	EMS/Vehicles>$5,000	$5,000
To:	0100.0583.004100	Emerg Svcs/Prof Svcs	$5,000

7. Discuss, consider, and take appropriate action on a line item transfer for Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003105	Paper Supplies	$10,000.00
From	0100.0509.004810	Lawn Service	$17,500.00
To	0100.0509.004541	Vehicle Repairs & Maint	$27,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount

From	0100.0509.004810	Lawn Service	$5,000.00
To	0100.0509.003010	Computer Equipment	$5,000.00

9. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #1.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0451-004100	JP#1/Prof Svcs	$7,358.91
To	0100-0451-004212	JP#1/Postage	$7,358.91

10. Discuss, consider and take appropriate action on a line item transfer for the Constable Pct 4 office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0554-003005	Office Furniture < $5000	$3731.01
From	0100-0554-003003	Radio Equipment < $5000	$366.68
To	0100-0554-003010	Computer Equipment < $5000	$4097.69

11. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including two (2) 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 Inter-departmental Transfer of one (1) 2013 Chevrolet Tahoe, pursuant to Tx. Local Gov't Code 263.152.

13. Discuss, consider and take appropriate action on approving property tax collections for the month of April 2020 for the Williamson County Tax Assessor/Collector.

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

15. 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 revenue for the Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$103,922.25

16. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment acknowledging the additional expenditure for the Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.005700	Vehicles>$5K	$103,922.25

17. Discuss, consider and take appropriate action to accept a donation of "In God We Trust" stickers for the Sheriff's Office from Jim Schwertner pursuant to Tex. Loc. Gov't Code 81.032.

18. Discuss, consider and take appropriate action to accept a donation of (100) Face Shields for the Sheriff's Office from Sheriff Robert Chody.

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

20. Discuss, consider and take appropriate action on approving the purchase of annual maintenance, support and license fees from Elections Systems and Software in the amount of $245,495, pursuant to BuyBoard Contract #542-17.

21. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and McGriff, Seibels & Williams of Texas, Inc. to provide Risk and Insurance Management Services in the annual amount of $42,100.00, per NCPA contract #09-05, and authorizing execution of the agreement.

22. Discuss, consider and take appropriate action to authorize the Second Amendment to Contract 13RFP00101 between Williamson County EMS and DM Medical Billings LLC, to outline the role and responsibility to handle COVID-19 related accounts under the Terms & Conditions of the CARES Act Provider Relief Funds. The Second Amendment would allow a percentage of reimbursement to the Third Party Agency (TPA) for tracking and reporting disallowed insurance amounts not pursued by the TPA.

23. Discuss, consider and take appropriate action on approving the purchase of 56 vehicle docking stations, 28 desktop docks and 28 adapters for replacement from Ingram Technologies, LLC in the amount of $53,560, pursuant to DIR Contract #DIR-TSO-4025.

24. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Hygiene Products for Williamson County Jail under IFB #4713.

25. Discuss, consider and take appropriate action on approving the service contract between Williamson County and Southwest Solutions Group, Inc to provide installation of new evidence lockers at the Williamson County Sheriff's Office in the amount of $46,855.00 per the terms of Sourcewell Contract # 031715KI and authorizing execution of the agreement.

26. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Carrier Commercial Service to provide preventive services on the Air Cooled Chillers at the Williamson County Jail, Justice Center, Cedar Park Annex and ESOC in the amount of $4,574.00 per quarter for a grand total of $18,296.00 per the terms of Buy Board Contract #558-18 and authorizing execution of the agreement.

27. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Williamson County Sheriff's Office Gun Range Fencing under RFCSP #4798. Funding source is P518.

28. Discuss, consider, and take appropriate action on accepting and approving a report on the Williamson County Exposition Center Pavilion Project (P-474); Prime Change Order #04 in the amount of $0.00 (Time Extension Only).

29. 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. PEC Work Order #135716 1751 in the amount of $953.65.

30. Discuss, consider and take appropriate action on Work Authorization #2 in the amount of $5,000.00 to expire on December 30th, 2020 between Williamson County and Wiss, Janney, Elstner, Inc. (WJE) for the survey monitoring of any potential long-term foundation movement as part of the Limited Structural Assessment Project.

31. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Regional Animal Shelter (P-435); Vaughn Construction Change Order #19 in the amount of[DB1] $13,827.00 for civil related work on the Exterior Kennel Project. Funds will come from project contingency.

32. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Medic 11 Project (P-512); LMC Corporation Change Order #2 in the amount of $13,811.32 for civil related work on the drive apron. Funding will come from project contingency.

33. Discuss, consider and take appropriate action on Work Authorization #4 in the amount of $33,930.00 to expire on April 1, 2021, under Williamson County Agreement for Architectural and Engineering Services, date January 30 th, 2019 between Williamson County and Reliance Architecture, LLC for the Pre-Design Investigation & Assessment for the JP 4 Repairs and Modifications (P431) Project.

34. Discuss, consider and take appropriate action on accepting and approving a report on the River Ranch County Park (P-315); Prime Construction Change Order #5 in the amount of $55,834.94 for Change Events #71 for Electrical Power Supply and #72 for Maintenance Building Service Rack and Secondary Wiring. This change order is being funded through Owner’s contingency from within the existing project budget.

35. Discuss, consider, and take appropriate action on accepting and approving a report on the Williamson County Medic 11 (P512) LMC Construction Change Order #01 in the amount of $0.00 (Time Extension Only)

36. Discuss, consider and take appropriate action on awarding RFQ #2832 Williamson County Child Advocacy Center New Building Design to the overall most qualified respondent, BLGY Architecture and authorizing execution of the agreement. Funding source P530.

37. Discuss, consider and take appropriate action on a request to apply for grant funding through the Texas Department of Transportation's 2020 County Transportation Infrastructure Fund Grant Program.

38. Discuss, consider and take appropriate action on approving a proposal from TAS Environmental Services, L.P. for Grit Trap Cleaning Services in the amount of $3,109.10, and authorizing execution of the documents.

39. Discuss, consider and take appropriate action on approving the agreement between Williamson County and Cintas to provide Uniform Rental Services for the Williamson County Road and Bridge Department in the annual amount of $35,700.00, per the terms of Omnia Partners Contract #R-BB-19002 and authorizing execution of the agreement.

40. Discuss, consider and take appropriate action on awarding IFB #3495 CR 118 Bridge Rehabilitation to the lowest responsive bidder RHB Construction and authorizing execution of the agreement.

41. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $25,000.00 to expire on May 31, 2022 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. Funding source: 01.0200.0210.004150.

42. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $25,000.00 to expire on May 31, 2022 under Williamson County Contract for Surveying Services between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. Funding source: 01.0200.0210.004150.

43. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $25,000.00 to expire on May 31, 2022 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. Funding source: 01.0200.0210.004150.

44. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $53,936.00 to expire on August 31, 2020 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for Design Survey & ROW delineation within Garden Park Subdivision. Funding source: P491.

45. Discuss, consider and take appropriate action on awarding RFQ #2586 Surveying Services to the overall most qualified respondents Diamond Surveying, Inc., Inland Geodetics, Landesign Services, Inc., McGray & McGray Land Surveyors, Inc., Surveying and Mapping, LLC and Walker Texas Surveyors, Inc. and authorizing execution of the agreements.

46. Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1906-324, in the amount of $26,277.00 for County Road Seal Coat - FY 19.

47. Discuss, consider and take appropriate action on Change Order No. 2, to contract number IFB 1907-331, in the amount of -$6,412.30 for CR 279 Stabilizing, Milling and Overlay from CR 281 to the Liberty Hill city limits.

48. Discuss, consider and take appropriate action on awarding RFQ #2451-5 Planning and Design of Road Bond Projects - Southwest Bypass Extension from SH 29 to Wolf Ranch Parkway, Road Bond Project #3.2, to the overall most qualified firm LJA Engineering, Inc. and authorizing execution of the agreement. Funding source P352.

49. Discuss, consider and take appropriate action on awarding RFQ #2451-10 Planning and Design of Road Bond Projects - Bud Stockton Extension from CR 305 to FM 487, Road Bond Project #3.4, to the overall most qualified firm Pape-Dawson Engineers, Inc. and authorizing execution of the agreement. Funding source P307.

50. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $10,233.46 for the San Gabriel Ranch Road Bridge (A Greater Austin Development), a Road Bond project in Commissioner Pct. 2.
P: 439 Funding Source: Road & Bridge

51. Discuss, consider, and tale appropriate action regarding Change Order No. 2 in the amount of $7,944.11 for CR 279 (Bagdad Road) at River Ranch Road (Champion Site Prep), a Road Bond project in Commissioner Pct. 2.
P:438 Funding Source: Road Bond

52. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of -$22,854.00 for the Forest North Anderson Mill (QA Construction), a Road Bond project in Commissioner Pct. 1.
P: 225 Funding: Road Bond

53. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of -$1,158.51 for the Forest North Anderson Mill (QA Construction), a Road Bond project in Commissioner Pct. 1.
P: 225 Funding Source: Road Bond

54. Discuss, consider and take appropriate action on approval of the final plat for the Park at Blackhawk IV, Phase 2 subdivision – Precinct 4.

55. Discuss, consider and take appropriate action on approval of the preliminary plat for The Range at Walburg subdivision – Precinct 3.

56. Discuss, consider and take appropriate action on approval of the amended plat for Lot 11, Block D of the Ridge at Cross Creek Phase 4 subdivision – Precinct 3.

57. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Santa Rita Ranch Phase 1 subdivision (revision 4) – Precinct 3.

REGULAR AGENDA

58. Discuss, consider and take appropriate action on approving the resolution for Williamson County EMS proclaiming May 17-23, 2020 as Emergency Medical Services Week.

59. Hear presentation from Alvin Lankford, Chief Appraiser, Williamson Central Appraisal District.

60. Discuss, consider and take appropriate action on the Local State of Disaster Declaration and Order for Williamson County, Texas proclaimed and adopted by Williamson County Judge Bill Gravell, Jr. on March 14, 2020 in relation to the Coronavirus Disease (COVID-19) and extended by the Williamson County Commissioners Court on March 18, 2020 to continue until terminated by formal action of the Williamson County Commissioners Court; with such action to include but not be limited to termination, modification and/or continuation of the Local State of Disaster Declaration and Order for Williamson County, Texas.

61. Discuss, consider and take appropriate action on COVID-19 related needs for EMS.

62. Discuss, consider, and take appropriate action on setting a technology budget for COVID-19 response with CARES Act funding.

63. Discuss, consider and take appropriate action on purchases and/or actions related to fully reopening of County offices relating to COVID-19.

64. Hear an update on program for private COVID-19 testing.

65. Discuss and take appropriate action to set a budget in the CARES Act Funding for eligible expenses to be Reimbursed to the Williamson County and Cities Health District.

66. Discuss, consider and take appropriate action on a contract with McCreary, Veselka, Bragg & Allen to provide contact tracing assistance to the WCCHD in relation to the Coronavirus Disease (COVID-19).

67. Discuss, consider, and take appropriate action on increasing the banked holiday hours cap for Williamson County employees.

68. Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to apply for funding through the Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation.

69. Discuss, consider and take appropriate action on ratifying the Service Agreement/Order Form between Williamson County and Cequal Communications, LLC dba Suddenlink Communications, which was executed by the County Judge on May 5th, 2020 to support the operations of the Williamson County ITS Department and exempting these services from the competitive bidding requirements per Texas Local Government Code Section 262.024(a)(2).

70. Discuss, consider, and take appropriate action on FY21 Capital Area Council of Governments (CAPCOG) air quality program annual funding.

71. Discuss, consider and take appropriate action on the acceptance of Software License and Service Agreement with KNOW iNK, LLC., a potential vendor, to allow the Elections Department a four-month 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. There is no cost associated with this trial period.

72. Discuss, consider, and take appropriate action on approving the system enhancement agreement between FirstWatch Solutions, Inc. and Williamson County.

73. Discuss, consider, and take appropriate action regarding a Business Associate Agreement between FirstWatch Solutions, Inc. and Williamson County.

74. Discuss, consider and take appropriate action on exempting 7-Sigma 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 Training Manikins for Williamson County and authorizing the purchase.

75. Discuss, consider, and take appropriate action on establishing an ILA with Round Rock ISD for Emergency Communications and Technology Services.

76. Discuss, consider and take appropriate action on approving the purchase of Enterprise Package Licenses for the Aunt Bertha System in the amount of $12,000.00 to support the operation of the Williamson County Mobile Outreach Team and exempting the purchase from the competitive procurement requirements per Texas Local Government Code Section 262.024(a)(7).

77. 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. (Forfeiture Funds).

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

79. Receive and acknowledge the May 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

80. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES General Permit (TXR150000) for Forest North Phase 3, a Road Bond program in Commissioner Pct. 1. P: 225 Funding Source: Road Bond

81. Discuss, consider and take any appropriate action regarding CAMPO 2010 Travel Demand Model License Agreement in order to obtain the new 2010/2040 traffic model.

82. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the CR 111 (FM 1460 to SH 130) contract between Williamson County and Steger Bizzell relating to the 2013 Road Bond Program. Project: P249. Funder Source: Road Bonds.

83. Discuss, consider and take appropriate action on Commissioners Court meeting schedule and agenda access.

84. Discuss, consider and take appropriate action on canceling Commissioners Court on May 26th and July 7th, 2020.

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)."

85. 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

86. 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

87. 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.

88. 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)

89. Discuss and take appropriate action concerning economic development.

90. Discuss and take appropriate action concerning real estate.

91. 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.
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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.

92. 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.

93. 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 15th 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: 05/19/2020

Fleet Line Item Transfer

Submitted For: Kevin Teller **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary due to unforeseen repairs that have depleted the Fleet Sublet line item earlier than anticipated. This transfer is projected to get Fleet through the end of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$100,000.00
To	0882.0882.003524	Sublets	$100,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/06/2020 05:02 PM
Budget Office	Ashlie Koenig	05/06/2020 05:04 PM
Form Started By: Vicky Edwards		Started On: 05/06/2020 03:37 PM
Final Approval Date: 05/06/2020		

Commissioners Court - Regular Session **5.**

Meeting Date: 05/19/2020

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to continue to purchase herbicides that do not contain glyphosate.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003550	Asphalt	$120,000.00
To	0200-0210-003554	Chemicals, Roadside Spraying	$120,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2020 08:37 AM
Budget Office	Ashlie Koenig	05/13/2020 09:31 AM
Form Started By: Kelly Murphy		Started On: 05/12/2020 02:10 PM
Final Approval Date: 05/13/2020		

Commissioners Court - Regular Session **6.**

Meeting Date: 05/19/2020

Line Item Transfer From EMS to Emerg Serv

Submitted For: Chris Connealy **Submitted By:** Damaris Morales, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

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

Background

This is the first FY that all divisions of Emergency Services is contracted for traumatic incident counseling with Dr. Tania Glenn and Associates. The original underestimated budget amount on account # 01-0100-0583-004100 is $25,000.00. As of 04-30-20, the remaining balance on this account reflects $5880.00, averaging $2,082.50/month. In order to provide these services for May-Sep of FY20 at this monthly average, we are requesting a transfer from EMS in the amount of $5,000.00 to Emergency Services. The contract for these services was approved extending the max spending limit of $25,000.00 to $50,000.00 due to COVID-19. The charges currently on this account DO NOT include the charges for COVID-19 sessions.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0540.005700	EMS/Vehicles>$5,000	$5,000
To:	0100.0583.004100	Emerg Svcs/Prof Svcs	$5,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/11/2020 01:27 PM
Budget Office	Ashlie Koenig	05/11/2020 01:54 PM

Form Started By: Damaris Morales Started On: 05/11/2020 11:25 AM

Final Approval Date: 05/11/2020

Commissioners Court - Regular Session **7.**

Meeting Date: 05/19/2020

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for Vehicle Repairs & Maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003105	Paper Supplies	$10,000.00
From	0100.0509.004810	Lawn Service	$17,500.00
To	0100.0509.004541	Vehicle Repairs & Maint	$27,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/12/2020 02:24 PM
Budget Office	Ashlie Koenig	05/12/2020 02:45 PM
Form Started By: Gina Wrehsnig		Started On: 05/12/2020 02:01 PM
Final Approval Date: 05/12/2020		

Commissioners Court - Regular Session **8.**

Meeting Date: 05/19/2020

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for Computer Equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004810	Lawn Service	$5,000.00
To	0100.0509.003010	Computer Equipment	$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 10:30 AM
Budget Office	Ashlie Koenig	05/14/2020 11:13 AM
Form Started By: Gina Wrehsnig		Started On: 05/14/2020 10:17 AM
Final Approval Date: 05/14/2020		

Commissioners Court - Regular Session **9.**

Meeting Date: 05/19/2020

Line Item Transfer for JP1

Submitted For: KT Musselman **Submitted By:** Geneva Salazar, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #1.

Background

Our current budget for postage does not have sufficient funds to process a requisition for the postage due February/March and April 2020. Request for Commissioners Court to approve line item transfer from 01.0100.0451.004100 (Professional Services) into 01.0100.0451.004212 (Postage) in the amount of $7358.91.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0451-004100	JP#1/Prof Svcs	$7,358.91
To	0100-0451-004212	JP#1/Postage	$7,358.91

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 08:36 AM
Budget Office	Ashlie Koenig	05/14/2020 11:12 AM
Form Started By: Geneva Salazar		Started On: 05/14/2020 07:59 AM
Final Approval Date: 05/14/2020		

Commissioners Court - Regular Session **10.**

Meeting Date: 05/19/2020

Line Item Transfer

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Constable Pct 4 office.

Background

These funds will be used to cover the cost of a new Panasonic Toughbook CF-33.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0554-003005	Office Furniture < $5000	$3731.01
From	0100-0554-003003	Radio Equipment < $5000	$366.68
To	0100-0554-003010	Computer Equipment < $5000	$4097.69

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 10:43 AM
Budget Office	Ashlie Koenig	05/14/2020 11:18 AM
Form Started By: Brian Olson		Started On: 05/14/2020 10:19 AM
Final Approval Date: 05/14/2020		

Commissioners Court - Regular Session **11.**

Meeting Date: 05/19/2020

V/E Assets for Auction 5.19.20

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 two (2) Chevrolet Tahoes, 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 5.19.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/13/2020 02:25 PM
County Judge Exec Asst.	Andrea Schiele	05/13/2020 02:40 PM
Form Started By: Randy Barker		Started On: 05/13/2020 07:51 AM
Final Approval Date: 05/13/2020		

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2EC4FR546458
Equipment/Door Number	SB1580
License Plate	1218288
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	engine overhaul needed, 114,578 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 4/27/2020 3:50 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 10:45 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 5/7/2020 10:00 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 5/7/2020 2:03 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 5/7/2020 2:57 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2EC7FR627941
Equipment/Door Number	SB1515
License Plate	1218289
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	transmission failure, 111,097 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 4/27/2020 3:54 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 7:40 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/29/2020 10:48 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/29/2020 11:29 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/30/2020 4:00 PM

Commissioners Court - Regular Session **12.**

Meeting Date: 05/19/2020

V/E Assets for Transfer 5.19.20

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 assets through Inter-departmental Transfer of one (1) 2013 Chevrolet Tahoe, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details. This vehicle was previously approved for Auction by Commissioners Court but is 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 5.19.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/13/2020 02:25 PM
County Judge Exec Asst.	Andrea Schiele	05/13/2020 02:45 PM
Form Started By: Randy Barker		Started On: 05/13/2020 07:58 AM
Final Approval Date: 05/13/2020		

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLC2E08DR262690
Equipment/Door Number	SB1329
License Plate	1156603
Year	2013
Make	Chevrolet
Model	Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 4/14/2020 10:25 AM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 4/14/2020 10:37 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 10:44 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 4/21/2020 11:11 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/21/2020 11:20 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/21/2020 2:34 PM

Commissioners Court - Regular Session **13.**

Meeting Date: 05/19/2020

Property Tax Collections – April 2020

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of April 2020 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

040120-043020 GWI-RFM

040120-043020 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 09:58 AM
Form Started By: Renee Clark		Started On: 05/14/2020 09:48 AM
Final Approval Date: 05/14/2020		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
April 1-30, 2020

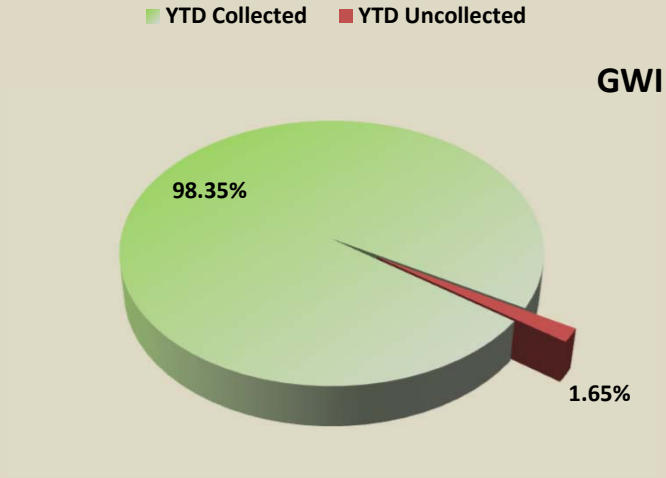
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	$288,080,730.50	($108,072.51)	$287,972,657.99	$565,755.35	$76,086.19	$467.18	$4,759,492.07	$283,213,165.92	98.35%	98.48%	98.77%
2018 & Prior	$2,372,220.70	($851,960.96)	$1,520,259.74	($170,918.89)	$14,670.48	($0.05)	$1,768,709.51	($248,449.77)	-16.34%	-5.82%	
Rollbacks	$365,097.69	$745,541.52	$1,110,639.21	$25,873.23	$61.89	$0.00	$209,972.59	$900,666.62	81.09%	81.89%	
Total All	$290,818,048.89	($214,491.95)	$290,603,556.94	$420,709.69	$90,818.56	$467.13	$6,738,174.17	$283,865,382.77	97.68%	97.88%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	$27,355,408.62	($3,969.42)	$27,351,439.20	$55,107.23	$7,241.72	$44.68	$445,422.65	$26,906,016.55	98.37%	98.51%	98.78%
2018 & Prior	$208,455.77	($79,116.27)	$129,339.50	($16,056.79)	$1,207.10	$0.01	$152,920.66	($23,581.16)	-18.23%	-6.78%	
Rollbacks	$33,250.27	$69,090.79	$102,341.06	$2,365.38	$5.69	$0.00	$19,538.70	$82,802.36	80.91%	81.70%	
Total All	$27,597,114.66	($13,994.90)	$27,583,119.76	$41,415.82	$8,454.51	$44.69	$617,882.01	$26,965,237.75	97.76%	97.95%	

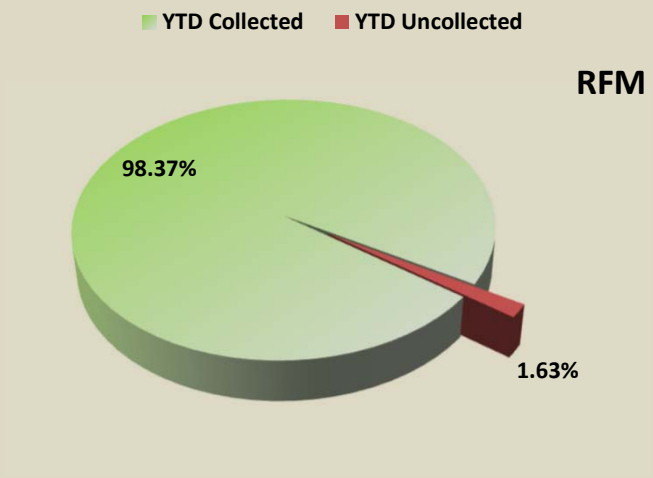
2019 COMBINED MONTHLY BREAKDOWN

Oct-19	$318,415,163.55	$69,338.91	$318,484,502.46	$7,496,527.39	$48,223.83	$1,321.80	$310,986,653.27	$7,497,849.19
Nov-19	$318,484,502.46	$694,814.30	$319,179,316.76	$16,104,942.86	$10,400.61	$590.80	$295,575,933.91	$23,603,382.85
Dec-19	$319,179,316.76	($484,593.07)	$318,694,723.69	$169,824,788.05	$25,118.81	$3,263.02	$125,263,289.77	$193,431,433.92
Jan-20	$318,694,723.69	($56,846.87)	$318,637,876.82	$109,780,093.26	$20,000.98	($112,301.44)	$15,538,651.08	$303,099,225.74
Feb-20	$318,637,876.82	$29,340.37	$318,667,217.19	$4,922,830.80	$288,359.87	$25,196.03	$10,619,964.62	$308,047,252.57
Mar-20	$318,667,217.19	($53,707.58)	$318,613,509.61	$2,319,345.21	$126,283.60	$1,385.41	$8,245,526.42	$310,367,983.19
Apr-20	$318,613,509.61	($426,832.91)	$318,186,676.70	$462,125.51	$99,273.07	$511.82	$7,356,056.18	$310,830,620.52

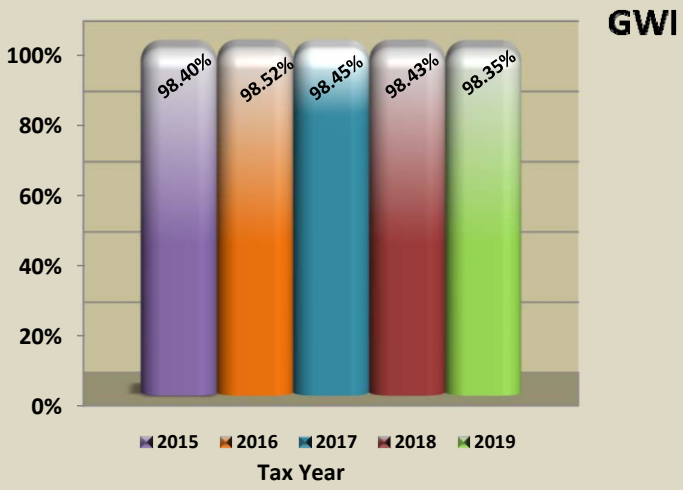
Year to Date Collection Report
October 1, 2019 - April 30, 2020



Year to Date Collection Report
October 1, 2019 - April 30, 2020



Percent of Roll Collected Comparison
2015-2019



Percent of Roll Collected Comparison
2015-2019



Commissioners Court - Regular Session **14.**

Meeting Date: 05/19/2020

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

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	05/13/2020 04:20 PM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 08:32 AM
Form Started By: Kayla Marek		Started On: 05/13/2020 04:13 PM
Final Approval Date: 05/14/2020		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Magistrate Office	Associate Judge.0188.001100.Y	14822	$ 98,255.82	$ 1,396.72	1.42	$ 99,652.54		MERIT	15-May-20
Magistrate Office	Associate Judge.1668.001100.Y	14269	$ 98,255.82	$ 2,360.02	2.40	$ 100,615.84		MERIT	15-May-20
Magistrate Office	Associate Judge.1792.001100.Y	14074	$ 100,220.90	$ 2,849.34	2.84	$ 103,070.24		MERIT	15-May-20
Magistrate Office	Associate Judge.0185.001100.Y	13352	$ 103,168.78	$ 4,945.98	4.79	$ 108,114.76		MERIT	15-May-20
911 Communications	Operations Division Manager.0115.001100.	4012	$ 77,582.44	$ 5,430.88	7.00	$ 83,013.32		MERIT	12-Jun-20
911 Communications	Logistics Coordinator.0118.001100.	10358	$ 61,243.00	$ 3,062.16	5.00	$ 64,305.16		MERIT	12-Jun-20

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0477	001100	11,552.06	
01	0100	0477	002010	883.73	
01	0100	0477	002020	1,678.51	
01	0100	8007	001130		11,552.06
01	0100	8007	002010		883.73
01	0100	8007	002020		1,678.51
01	0100	0581	001100	8,493.04	
01	0100	0581	002010	649.72	
01	0100	0581	002020	1,234.04	
01	0100	8004	001130		8,493.04
01	0100	8004	002010		649.72
01	0100	8004	002020		1,234.04

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Sheriff's Office	1341	15339	$53,320.58	$56,584.13	n/a	n/a	n/a	n/a	Prior service credit from L1.1 to L1.4 after date of hire.	5/15/2020

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **15.**

Meeting Date: 05/19/2020

Budget Amendment for 2020 Sheriff's Office Budget

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Consent

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 revenue for the Sheriff's Office.

Background

The budget amendment recognizes insurance proceeds from a total loss on SO vehicles. The proceeds are being used to offset the replacement cost of the vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$103,922.25

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/06/2020 04:59 PM
Form Started By: Pam Navarrette		Started On: 05/06/2020 02:38 PM
Final Approval Date: 05/06/2020		

Commissioners Court - Regular Session **16.**

Meeting Date: 05/19/2020

Budget Amendment for the 2020 Sheriff's Office Budget

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment acknowledging the additional expenditure for the Sheriff's Office.

Background

The budget amendment recognizes insurance proceeds received for total loss of Sheriff Office vehicles. The proceeds are being used to offset the replacement cost of the damaged vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.005700	Vehicles>$5K	$103,922.25

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/06/2020 05:01 PM
Form Started By: Pam Navarrette		Started On: 05/06/2020 03:04 PM
Final Approval Date: 05/06/2020		

Commissioners Court - Regular Session **17.**

Meeting Date: 05/19/2020

Donation of In God We Trust Stickers for Sheriff's Office

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of "In God We Trust" stickers for the Sheriff's Office from Jim Schwertner pursuant to Tex. Loc. Gov't Code 81.032.

Background

Jim Schwertner of Capitol Land & Livestock donated "In God We Trust" stickers for the Sheriff's Office to use.

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	05/13/2020 01:56 PM
Form Started By: Starla Hall		Started On: 05/11/2020 01:53 PM
Final Approval Date: 05/13/2020		

Commissioners Court - Regular Session **18.**

Meeting Date: 05/19/2020

Donation of face shields for Corrections staff in Sheriff's Office

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of (100) Face Shields for the Sheriff's Office from Sheriff Robert Chody.

Background

Sheriff Chody donated (100) Face Shields to be used in the jail by Corrections' personnel for personal protective equipment in relation to the COVID-19 pandemic.

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	05/07/2020 11:43 AM
Form Started By: Starla Hall		Started On: 05/05/2020 02:52 PM
Final Approval Date: 05/07/2020		

Commissioners Court - Regular Session **19.**

Meeting Date: 05/19/2020

County Attorney April 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 April 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

April report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/07/2020 08:59 AM
Form Started By: Stephanie Lloyd		Started On: 05/07/2020 08:50 AM
Final Approval Date: 05/07/2020		

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 April, 2020.

DEE HOBBS
COUNTY ATTORNEY

On this 7th day of May, 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC
In and for the State of Texas



CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY 2	06-Apr-2020	28677	REC#2019-4976	$ 1,280.00
207015 Total						**$ 1,280.00**
341300	0406	CO ATTY HC	07-Apr-2020	28684	CHECK FEE - MARCH 2020	$ 805.00
341300 Total						**$ 805.00**
351000	0364	CO ATTY INTERVENTION	06-Apr-2020	28677	REC#2019-3335	$ 500.00
			16-Apr-2020	28724	REC#2019-5011	$ 500.00
			27-Apr-2020	28753	REC#2019-3353, 2019-3941, 2019-4816, 2019-6058	$ 1,860.00
351000 Total						**$ 2,860.00**
352200	0100	CO ATTY	23-Apr-2020	28744	CAUSE#19-244-CC2	$ 5,000.00
					CAUSE#19-2514-CC1	$ 200.00
		CO ATTY 1	16-Apr-2020	28724	CAUSE#19-1904-CC1	$ 800.00
					CAUSE#19-2352-CC3	$ 400.00
		CO ATTY 2	16-Apr-2020	28724	CAUSE#19-1633-CC3	$ 1,678.00
					CAUSE#19-1673-CC3	$ 1,678.00
			29-Apr-2020	28761	CAUSE#19-1564-CC3	$ 800.00
					CAUSE#19-1973-CC3	$ 350.00
					CAUSE#19-2569-CC3	$ 250.00
		CO ATTY 3	06-Apr-2020	28677	CAUSE#19-2131-CC1	$ 250.00
					CAUSE#19-2338-CC3	$ 3,200.00
352200 Total						**$ 14,606.00**
365100	0100	CO ATTY 1	06-Apr-2020	28677	REC#2018-6496, 2019-0160	$ 500.00
			29-Apr-2020	28761	REC#2018-5644, 2019-1030	$ 600.00
365100 Total						**$ 1,100.00**
370500	0100	CO ATTY	27-Apr-2020	28753	REC#2020-200-PIA & 2020-225-PIA	$ 271.00
	0406	CO ATTY HC	07-Apr-2020	28684	OVERPAYMENTS	$ .55
370500 Total						**$ 271.55**
Grand Total						**$ 20,922.55**

April 2020 Criminal Restitution

4/2/2020	London Downey	1,280.00	19-04990-2	4/2/2020
		1,280.00		

Check Stub Detail

County Attorney

Pay To **Winkley's Inc**

Date **04/02/2020**

Printed **04/02/2020**

Number **53164**

Total **1,573.68**

Check ID #	Defendant Name	Check Date	Check #	Case Data	Check Amt	Amount
17-00184	Malach, Scott A	2/23/2017	1008		543.38	**475.93**
	Restitution					475.93
17-00185	Malach, Scott A	2/23/2017	1009		237.90	**267.90**
	Restitution					237.90
	Merchant Fee					30.00
17-00186	Malach, Scott A	2/21/2017	1016		38.23	**68.23**
	Restitution					38.23
	Merchant Fee					30.00
17-00188	Malach, Scott A	2/24/2017	1026		706.62	**736.62**
	Restitution					706.62
	Merchant Fee					30.00
20-00021	DIAZ, OMAR CORRALES	11/29/2019	1023		1,150.83	**25.00**
	Merchant Fee					25.00

Check Stub Detail

County Attorney

Pay To **PARKERS CORNER MARKET**

Date **04/02/2020**

Printed **04/02/2020**

Number **53168**

Total **290.87**

Check ID #	Defendant Name	Check Date	Check #	Case Data	Check Amt	Amount
17-00189	Malach, Scott A	3/5/2017	1037		87.02	**117.02**
	Restitution					87.02
	Merchant Fee					30.00
17-00190	Malach, Scott A	3/7/2017	1032		95.57	**125.57**
	Restitution					95.57
	Merchant Fee					30.00
17-00191	Malach, Scott A	3/5/2017	1030		18.28	**48.28**
	Restitution					18.28
	Merchant Fee					30.00

Check Stub Detail

County Attorney

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

Printed **04/02/2020**

Date **04/02/2020**

Number **53170**

Total **1,955.78**

Check ID #	Defendant Name	Check Date	Check #	Case Data	Check Amt	Amount
17-00221	Malach, Scott A	3/7/2017	1034		134.32	**164.32**
	Restitution					134.32
	Merchant Fee					30.00
18-00289	House, Keri	7/19/2018	1082		177.10	**207.10**
	Restitution					177.10
	Merchant Fee					30.00
19-00175	Clark, Sarah	2/2/2019	311		677.55	**25.00**
	Restitution					25.00
19-00282	Grant, Rose M	6/10/2019	110		103.70	**13.70**
	Restitution					13.70
19-00292	Grant, Rose M	6/24/2019	151		202.64	**6.30**
	Merchant Fee					6.30
19-00341	GALINDO, ERNESTO	8/10/2019	901		182.00	**130.31**
	Restitution					130.31
19-00376	Schiller, Stacy	8/29/2019	1356		175.00	**120.00**
	Restitution					120.00
19-00400	Hernandez, Adam	10/5/2019			58.74	**35.00**
	Restitution					5.00
	Merchant Fee					30.00
20-00015	RODRIGUEZ, LAURIEANN	10/30/2019	1283		200.00	**160.00**
	Restitution					160.00
20-00016	RODRIGUEZ, LAURIEANN	11/5/2019	1285		200.00	**230.00**

Check Stub Detail

County Attorney

	Restitution				200.00
	Merchant Fee				30.00
20-00017	RODRIGUEZ, LAURIEANN	11/8/2019	1287	200.00	**150.00**
	Restitution				120.00
	Merchant Fee				30.00
20-00035	Beck, Edelmira	12/4/2019	1081	30.00	**60.00**
	Restitution				30.00
	Merchant Fee				30.00
20-00036	Beck, Edelmira	12/1/2019	1177	80.29	**110.29**
	Restitution				80.29
	Merchant Fee				30.00
20-00037	Beck, Edelmira	12/4/2019	1080	92.71	**122.71**
	Restitution				92.71
	Merchant Fee				30.00
20-00046	Cortez, Steven M	12/27/2019	2141	132.00	**63.00**
	Restitution				33.00
	Merchant Fee				30.00
20-00047	Burris, Barbara A	12/23/2019	1693	150.50	**180.50**
	Restitution				150.50
	Merchant Fee				30.00
20-00048	BAZALDUA, ANGIE	12/23/2019	1786	41.17	**71.17**
	Restitution				41.17
	Merchant Fee				30.00
20-00049	BAZALDUA, ANGIE	12/24/2019	1787	76.38	**106.38**
	Restitution				76.38
	Merchant Fee				30.00

Check Stub Detail

County Attorney

Pay To **Williamson County Treasurer - HC**

Date **04/02/2020**

Printed **04/02/2020**

Number **53172**

Total **805.55**

Check ID #	Defendant Name	Check Date	Check #	Case Data	Check Amt	Amount
17-00185	Malach, Scott A	2/23/2017	1009		237.90	**30.00**
	Check Fee					30.00
17-00186	Malach, Scott A	2/21/2017	1016		38.23	**15.00**
	Check Fee					15.00
17-00188	Malach, Scott A	2/24/2017	1026		706.62	**75.00**
	Check Fee					75.00
17-00189	Malach, Scott A	3/5/2017	1037		87.02	**15.00**
	Check Fee					15.00
17-00190	Malach, Scott A	3/7/2017	1032		95.57	**15.00**
	Check Fee					15.00
17-00191	Malach, Scott A	3/5/2017	1030		18.28	**15.00**
	Check Fee					15.00
17-00221	Malach, Scott A	3/7/2017	1034		134.32	**30.00**
	Check Fee					30.00
18-00289	House, Keri	7/19/2018	1082		177.10	**30.00**
	Check Fee					30.00
18-00314	Lopez, Luciana	5/16/2018	182		64.95	**15.00**
	Check Fee					15.00
19-00136	Estrada, Mary	2/14/2019	5951		491.30	**50.00**
	Check Fee					50.00
19-00292	Grant, Rose M	6/24/2019	151		202.64	**30.00**

Check Stub Detail

County Attorney

	Check Fee				30.00
19-00366	Gonzalez, Maria C	8/7/2019	839	38.45	**15.55**
	Check Fee				15.00
	Overpayment (Retained by County)				0.55
19-00400	Hernandez, Adam	10/5/2019		58.74	**15.00**
	Check Fee				15.00
20-00016	RODRIGUEZ, LAURIEANN	11/5/2019	1285	200.00	**30.00**
	Check Fee				30.00
20-00017	RODRIGUEZ, LAURIEANN	11/8/2019	1287	200.00	**30.00**
	Check Fee				30.00
20-00021	DIAZ, OMAR CORRALES	11/29/2019	1023	1,150.83	**75.00**
	Check Fee				75.00
20-00034	Key, Lauren Ashley	12/17/2019	164	10.00	**10.00**
	Check Fee				10.00
20-00035	Beck, Edelmira	12/4/2019	1081	30.00	**15.00**
	Check Fee				15.00
20-00036	Beck, Edelmira	12/1/2019	1177	80.29	**15.00**
	Check Fee				15.00
20-00037	Beck, Edelmira	12/4/2019	1080	92.71	**15.00**
	Check Fee				15.00
20-00041	Hisey, Kendall Harlan	10/25/2019	1002	526.68	**75.00**
	Check Fee				75.00
20-00042	Solis, Johnny	10/10/2019	2765	451.80	**50.00**
	Check Fee				50.00

Check Stub Detail

County Attorney

20-00046	Cortez, Steven M	12/27/2019	2141	132.00	**30.00**
	Check Fee				30.00
20-00047	Burris, Barbara A	12/23/2019	1693	150.50	**30.00**
	Check Fee				30.00
20-00048	BAZALDUA, ANGIE	12/23/2019	1786	41.17	**15.00**
	Check Fee				15.00
20-00049	BAZALDUA, ANGIE	12/24/2019	1787	76.38	**15.00**
	Check Fee				15.00
20-00058	Thompson, Alastair	1/23/2020	6009	398.02	**50.00**
	Check Fee				50.00

April 2020 PTI

3/25/2020	Jeremy Caldwell	500.00	2019-3335	3/27/2020
		500.00		
4/10/2020	Marissa Peel	500.00	2019-5011	4/13/2020
		500.00		
4/22/2020	Kimberly Stone	500.00	19-04189-1/2019-3914	4/24/2020
4/22/2020	Karen Wilkerson	500.00	19-06040-3/2019-6058	4/24/2020
4/22/2020	Haley Whatley	360.00	19-04803-3/2019-4816	4/24/2020
4/23/2020	Alexander Corpus	500.00	19-03666-1/2019-3353	4/24/2020
		1,860.00		

April 2020 PTI Court Appointed Attorney

4/1/2020	Kristen Cruz	200.00	18-06690-1	4/2/2020
4/1/2020	Jesse Ruiz	300.00	19-00537-2	4/2/2020
4/27/2020	Rebecca Banks	300.00	2018-5644	4/28/2020
4/27/2020	Daekarris Culberson	300.00	2019-1030	4/28/2020

April 2020 PIA

4/22/2020	Elisabeth Bowling	$270.00	2020-200-PIA	4/24/2020	270.00
4/23/2020	Griselda Simpkins	$1.00	2020-225-PIA	4/24/2020	1.00

Commissioners Court - Regular Session **20.**

Meeting Date: 05/19/2020

Authorize Purchase of Elections System Annual License and Maintenance

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 purchase of annual maintenance, support and license fees from Elections Systems and Software in the amount of $245,495, pursuant to BuyBoard Contract #542-17.

Background

Approval of this purchase will support the operations of the Williamson County Elections Department. This purchase is for the annual maintenance, license and support fees for Year 2 as outlined in the original agreement approved on 4/30/2019. This expenditure will be charged to two different lines, $110,000 to 01.0100.0492.004506 and $135,495 to 01.0378.0378.004506. Department contact is Christopher Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Original Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/13/2020 04:42 PM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 09:42 AM
Form Started By: Erica Smith		Started On: 05/13/2020 09:17 AM
Final Approval Date: 05/14/2020		

ELECTION SYSTEMS & SOFTWARE

11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement - BuyBoard Contract 542-17

Customer P.O. #:
1st Election Date: November 5, 2019
Estimated Delivery Date: June 2019

Customer Contact, Title: Chris Davis
Customer Name: Williamson County, Texas

Phone Number: (512) 943-1622
Fax Number: N/A

Type of Sale: ☑ NEW
Type of Equip: ☑ NEW ☐ REFURBISHED

Bill To:	Ship To:
Williamson County, Texas	Williamson County, Texas
Chris Davis	Chris Davis
301 S.E. Inner Loop - Suite 104	301 S.E. Inner Loop - Suite 104
Georgetown, TX 78626	Georgetown, TX 78626

	Item	Description	Qty	Price	Total
1	DS200	Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll, and One (1) Standard 4GB Memory Device (Version 6.0.2.0)	115	$5,750.00	$661,250.00
2	DS200	Tote Bin	200	$225.00	$45,000.00
3	DS200	Paper Roll (Additional)	400	$1.75	$700.00
4	DS850	Model DS850 High Speed Digital Image Scanner with Steel Table, Report Printer, Audit Printer, Start-Up Kit, Dust Cover, Battery Backup, Two (2) USB Cables, and Three (3) Standard 8GB Memory Devices (Version 6.0.2.0)	2	$111,500.00	$223,000.00
5	DS850	Initial Annual License Fee	2	Included	Included
6	ExpressVote BMD	ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device (Version 6.0.2.0)	800	$3,325.00	$2,660,000.00
7	ExpressVote BMD	Soft-Sided Carrying Case	15	$175.00	$2,625.00
8	ExpressVote BMD	ExpressVote Booth	800	$895.00	$716,000.00
9	ExpressVote BMD	ExpressVote Printer	150	$725.00	$108,750.00
10	ExpressVote BMD	ExpressVote Ballot Card Stock with Sequential Numbering - 14" (250 per pkg)	50	$30.00	$1,500.00
11	DS200/ExpressVote BMD	Standard 4GB Memory Device (Additional)	425	$105.00	$44,625.00
12	Software	ElectionWare Software - PYO Standard	1	$49,500.00	$49,500.00
13	Software	ExpressLink Software	1	$4,070.00	$4,070.00
14	Software	Synthesized Audio Capability - Additional Language	1	$2,310.00	$2,310.00
15	Third Party Items	3rd Party Items as set forth on Exhibit B	1	$13,342.00	$13,342.00
16	Network Installation	EMS Network Pre-Installation Staging with Onsite Delivery	3	$2,300.00	$6,900.00
17	DS200	Equipment Installation	115	$115.00	$13,225.00
18	DS850	Equipment Installation (1st Unit)	1	$1,925.00	$1,925.00
19	DS850	Equipment Installation (Additional Unit)	1	$1,000.00	$1,000.00

Sales Order Agreement

20	ExpressVote BMD	Equipment Installation	800	$105.00	$84,000.00
21	Services	Project Management Day	20	$1,700.00	$34,000.00
22	Services	Equipment Operations Training Day	1	$1,700.00	$1,700.00
23	Services	Model DS850 Training Day	1	$1,700.00	$1,700.00
24	Services	Software Training Day	5	$1,700.00	$8,500.00
25	Services	Election On-Site Support Event	4	$4,675.00	$18,700.00
26	Trade-In Allowance and Tabulation Hardware Discount	Equipment Being Traded-In by Customer Includes: 980 - iVotronic Terminal 980 - iVotronic Booth without RTAL Printer	1	($346,000.00)	($346,000.00)
27	Shipping	Shipping & Handling	1	$45,420.00	$45,420.00
				Order Total	**$ 4,403,742.00**

Freight Billable: yes ☑ no ☐

Chris Moody
Regional Sales Manager

Bill Thornally 4/30/19
Customer Signature Date

Thomas E Bunt 4/25/19
V.P. of Finance CEO Date

Williamson County Judge
Title

Trade-In Equipment:
ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties.
ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Payment Terms

$4,403,742.00 to be invoiced as Equipment is delivered and invoicing may be prorated in the event of multiple deliveries.

Invoices are due net 30 from invoice date

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years): One (1) Year From Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)
The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses**. The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a **one (1) year period** (the "Initial License Term). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates**. During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

(i) the total cost of any third party items that are required in order to operate the Updates;

(ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and

(iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A

b. **Exclusive Remedies/Disclaimer. IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH REPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.**

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable

requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission ("EAC"). ES&S shall not be responsible for any claims, damages, losses, judgments, penalties, costs, amount paid in settlement or fees, which are directly or indirectly related to the County's failure to maintain the network on which the EMS is installed in an hardened configuration.

14. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

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

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

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

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

19. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-19 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

   a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "'Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in

its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes

beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

Summary:		
Description	**Refer To**	**Amount**
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	$375,795.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	$167,640.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	$193,050.00
Total Maintenance Fees for the Initial Term:		**$736,485.00**
Payment Terms: ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
115	Model DS200 Scanner	Year 1	$185.00	$21,275.00
2	Model DS850 Scanner	Year 1	$3,995.00	$7,990.00
800	ExpressVote BMD Terminal	Year 1	$120.00	$96,000.00
Total Maintenance Fees for Year 1			[redacted]	**$125,265.00**
115	Model DS200 Scanner	Year 2	$185.00	$21,275.00
2	Model DS850 Scanner	Year 2	$3,995.00	$7,990.00
800	ExpressVote BMD Terminal	Year 2	$120.00	$96,000.00
Total Maintenance Fees for Year 2			[redacted]	**$125,265.00**
115	Model DS200 Scanner	Year 3	$185.00	$21,275.00
2	Model DS850 Scanner	Year 3	$3,995.00	$7,990.00
800	ExpressVote BMD Terminal	Year 3	$120.00	$96,000.00
Total Maintenance Fees for Year 3			[redacted]	**$125,265.00**
Total Hardware Maintenance Fees for the Initial Term				**$375,795.00**

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Williamson County, Texas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.

- Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
    - Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
    - Use of a checklist tailored for each piece of ES&S Equipment.

5. Repair Services.
    - Customer will receive coverage for interim repair calls.
        - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
        - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.
    - Customer has access to the ES&S Help Desk for assistance.
    - The customer receives priority on service calls.
    - The customer receives priority on response time.
    - The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES SOFTWARE

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – PYO Standard	Year 1	$49,500.00
1	ExpressLink Software	Year 1	$4,070.00
1	Synthesized Audio Capability	Year 1	$2,310.00
Total License, Maintenance and Support Fees for Year 1		[redacted]	**$55,880.00**
1	ElectionWare Software – PYO Standard	Year 2	$49,500.00
1	ExpressLink Software	Year 2	$4,070.00
1	Synthesized Audio Capability	Year 2	$2,310.00
Total License, Maintenance and Support Fees for Year 2		[redacted]	**$55,880.00**
1	ElectionWare Software – PYO Standard	Year 3	$49,500.00
1	ExpressLink Software	Year 3	$4,070.00
1	Synthesized Audio Capability	Year 3	$2,310.00
Total License, Maintenance and Support Fees for Year 3		[redacted]	**$55,880.00**
Total Software License, Maintenance and Support Fees for the Initial Term			**$167,640.00**

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES FIRMWARE

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
115	Model DS200 Scanner	Year 1	$80.00	$9,200.00
2	Model DS850 Scanner	Year 1	$1,575.00	$3,150.00
800	ExpressVote BMD Terminal	Year 1	$65.00	$52,000.00

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
Total License, Maintenance and Support Fees for Year 1				**$64,350.00**
115	Model DS200 Scanner	Year 2	$80.00	$9,200.00
2	Model DS850 Scanner	Year 2	$1,575.00	$3,150.00
800	ExpressVote BMD Terminal	Year2	$65.00	$52,000.00
Total License, Maintenance and Support Fees for Year 2				**$64,350.00**
115	Model DS200 Scanner	Year 3	$80.00	$9,200.00
2	Model DS850 Scanner	Year 3	$1,575.00	$3,150.00
800	ExpressVote BMD Terminal	Year 3	$65.00	$52,000.00
Total License, Maintenance and Support Fees for Year 3				**$64,350.00**
Total Firmware License, Maintenance and Support Fees for the Initial Term				**$193,050.00**

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
    - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
    - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
    - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.

4. Customer shall be responsible for data extraction from Customer voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.

6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.

7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.

8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.

9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

EXHIBIT B
THIRD PARTY ITEMS

Customer acknowledges that ES&S is purchasing the Third-Party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third-Party Items which are provided to ES&S.

Qty Ord.	Description	Price	Ext. Price
	EMS FILE SERVER		
1	**DELL POWEREDGE T430**	$7,794.00	$7,794.00
	• PowerEdge T430 Server • PE Server FIPS TPM 1.2v2 CC • Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration • Intel® Xeon® E5-2630 v4 2.2GHz, 25M Cache, 8.00GT/s QPI, Turbo, HT, 10C/20T (85W) Max Mem 2133MHz • 1 CPU Standard • 2400MT/s RDIMMS • 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width • RAID 1+ RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs) • PERC H730 RAID Controller, 1GB NV Cache • (6) 2TB 7.2K RPM SATA 6Gbps 3.5" Hot-Plug Hard Drive • On-Board LOM • iDRAC8, Basic • DVD+/-RW, SATA, Internal • Dual, Hot-Plug, Redundant Power Supply (1+1), 750W • (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America • Keyboard and Optical Mouse, USB, Black, English • Windows Server 2016, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL • Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images • 5-pack of Windows: Server 2016 Device CALs (Standard or Datacenter) • 5 Year ProSupport and NBD On-Site Service		
1	**DELL E2216H 21.5" WIDE LED LCD VGA DP MONITOR 3YR**	$214.00	$214.00
1	**6' VGA M/M MONITOR CABLE**	$8.00	$8.00
1	***SYMANTEC ENDPOINT PROTECTION 14.0.1**	$61.00	$61.00
1	**UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 1500 VA (SERVERS) -**	$302.00	$302.00
	EMS WORKSTATION		
2	**DELL OPTIPLEX 5050 (DESKTOP)**	$1,620.00	$3,240.00

	• OptiPlex 5050 SFF XCTO • Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) • OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze) • TPM Enabled • 8GB DDR4 2400MHz (8GBX1) Memory • 3.5-inch 500GB 7200rpm Hard Disk Drive • AMD Radeon R5 430, 2GB (DP,SL-DVI-I) • DVD+/-RW Bezel, Small Form Factor • No Out-of-Band Systems Management • Chassis Intrusion Switch SFF • Dell KB216 Wired Multi-Media Keyboard English Black • Dell MS116 Wired Mouse, Black • Adobe Reader 11 • Waves Maxx Audio • Windows 7 Professional English 64bit DT (Includes Windows 10 Pro License, Microsoft Volume License Only) • Intel Core i5 Processor Label • Dell Limited Hardware Warranty Plus Service • ProSupport: Next Business Day Onsite 5 Years • ProSupport: 7x24 Technical Support, 5 Years • Dell 22 Monitor | P2217H		
2	**UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)**	$147.00	$294.00
2	***SYMANTEC ENDPOINT PROTECTION 14.0.1**	$61.00	$122.00
2	***ADOBE ACROBAT STANDARD XI**	$412.00	$824.00
	MISCELLANEOUS COMPONENTS		
1	**OKI B432DN MONO LASER DUPLEX PRINTER**	$416.00	$416.00
1	**LD 6' USB 2.0 A-B CABLE, T, IVOTR, RTAL 6' USB CABLE**	$4.00	$4.00
1	**D-LINK 8-PORT DESKTOP SWITCH**	$63.00	$63.00
	ORDER TOTAL:		**$13,342.00**

Commissioners Court - Regular Session **21.**

Meeting Date: 05/19/2020

Risk Management

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 Services Contract between Williamson County and McGriff, Seibels & Williams of Texas, Inc. to provide Risk and Insurance Management Services in the annual amount of $42,100.00, per NCPA contract #09-05, and authorizing execution of the agreement.

Background

This agreement is for the continuation of insurance and risk management services with McGriff, Seibels & Williams of Texas. The term of the agreement is 5 years. Department point of contact is Rebecca Clemons. Funding Source 01.0100.0409.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/13/2020 04:41 PM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 08:29 AM
Form Started By: Andrew Portillo		Started On: 05/12/2020 05:02 PM
Final Approval Date: 05/14/2020		

McGriff, Seibels & Williams of Texas, Inc.
10100 Katy Freeway, Suite 400 • Houston, Texas 77043 • TEL – (713) 877-8975 • Fax – (713) 877-8974

RISK & INSURANCE MANAGEMENT
SCOPE OF SERVICES

Statement of Work to be Performed:

I. Insurance Marketing/RFP Solicitation
- Develop Marketing Strategy 90-120 Days Prior to Renewal.
- Assist in Developing Insurance Specifications and Assist with RFP of Insurance Coverages
- Insurance Placement
- Gather Underwriting Data
- Create Loss History Summary
- Prepare Submission/RFP Specifications
- Facilitate Carrier Underwriting Inspections
- Provide Responses to Carrier Inquiries
- Assist with Final Recommendations for Program Structure

II. Administration
- Assist in Preparation of Renewal Applications
- Review Contracts and Contract Language
- Inform management of New Developments, Industry Trends, State and Federal Legislation Impacting Insurance Programs
- Prepare Budget Projections for Insurance Renewals
- Provide Updates of Market Cycles as well as Existing Market Conditions
- Consult on Risk Management Issues as Needed

III. Risk Management Services
- Recommendations on Coverage Changes & Enhancements
- Assist with Risk Assessment and Risk Survey Tools
- Explore Risk Financing Alternatives
- Act as a Resource for General Risk Management Questions and Issues
- Attend Meetings as Needed
- Assist Risk Management Department as Needed

IV. Loss Control & Safety Support Services
- Arrange for Loss Control and Safety Audits
- Facilitate Safety Training Programs
- Coordinate Risk Control Meetings with Associated Carriers
- Accompany Insurers On Site Inspections
- Advise and Assist with Insurer Loss Control Recommendations
- Facilitate Various Risk Control Programs

V. Claims Management
- Act as a Liaison Between Insurers Claims Representatives
- Conduct Claims Meetings with Management to Review all Open Claims, Review Current Claims Program and Procedures
- Review Carrier Loss Reports for Verification Against Actual Losses Reported
- Monitor Claims Activity and Reserves Set by Adjusters
- Strategy Planning on Claims Litigation
- Assist in Preparation of Claim Documentation, Negotiation and Settlement of Large or Disputed Claims
- Monitor Claim Activity to Detect Trends and Areas where Coverage might be Impaired as a Result of Claim Development

VI. Risk Analytical Services
- Provide Risk Retention Analysis
- Perform Total Cost of Risk Analysis
- Loss Forecasting to Estimate Future Liabilities
- Provide Historical Insurance Rate Analysis
- Perform Claims Loss Trends Analysis
- Advise of Insurance Companies Viability

VII. Contractor/Vendor Risk Management
- Surety Bond Review & Verification
- Certificate of Insurance Reviews
- Builders Risk Insurance – Analysis
- Assist in Obtaining or Identifying Insurance Markets for Vendors/Contractors

McGriff, Seibels & Williams of Texas, Inc.
10100 Katy Freeway, Suite 400 • Houston, Texas 77043 • TEL – (713) 877-8975 • Fax – (713) 877-8974

SERVICE FEE STRUCTURE

• Base Fee (Includes Services Outlined in I – IV above)	$31,500
• Claims Management Services	$3,900
• Risk Analytical Services	$3,800
• Contractor/Vendor Risk Management	$2,900

M S W McGriff, Seibels & Williams of Texas, Inc.

10100 Katy Freeway, Suite 400 • Houston, Texas 77043 • TEL – (713) 877-8975 • Fax – (713) 877-8974

Service Agreement
for
Insurance & Risk Management Services

THIS SERVICE AGREEMENT (this "Agreement") is between **MCGRIFF, SEIBELS & WILLIAMS** ("MSW") and **WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("The County")**.

The County and MSW agree as follows:

1. MSW will provide services for the County for as set forth within MSW's response to the SCOPE OF SERVICES letter dated March 6th, 2020.

2. The County will provide MSW with all information necessary to enable MSW to provide selected Risk Management Services.

3. Remuneration:

   A. The County will pay MSW an annual fee of $42,100. The fee will be deemed fully earned on the annual commencement date.

   B. The Fee will be payable upon receipt of an invoice by the County.

   C. With respect to Insurance Placements and/or Risk Management Services undertaken on behalf of the County that are not contemplated by this Agreement, MSW may be compensated pursuant to a separate Service Agreement or by the insurance companies and/or intermediaries utilized in such Insurance Placements.

4. This Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the state of Texas, specifically Williamson County, Texas **To obtain information on how to file a complaint regarding fees, Contact the Texas Department of Insurance at 1-800-252-3439.**

5. This Agreement commences on **April 1, 2020** and ends on **April 1, 2025**, unless terminated prior to that date by either party hereto on 30 days' notice to the other party. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

6. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

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

8. Both parties agree that should the County want to review documents specifically related to the services rendered, the County will give MSW notice within a reasonable timeframe and MSW will provide documentation to substantiate said services.

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

IN WITNESS WHEREOF, the County and MSW have executed this Agreement.

McGriff, Seibels & Williams of Texas, Inc.	**Williamson County, Texas**
By: _____	By: _____
Name: Ben Odom	Name: _____
Title: Vice President	Title: _____

Commissioners Court - Regular Session **22.**

Meeting Date: 05/19/2020

Second Amendment For Billing and Accounts Receivable Services Agreement 13RFP00101

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the Second Amendment to Contract 13RFP00101 between Williamson County EMS and DM Medical Billings LLC, to outline the role and responsibility to handle COVID-19 related accounts under the Terms & Conditions of the CARES Act Provider Relief Funds. The Second Amendment would allow a percentage of reimbursement to the Third Party Agency (TPA) for tracking and reporting disallowed insurance amounts not pursued by the TPA.

Background

Under the CARES Act Provider Relief Fund, Williamson County EMS received an initial tranche of funds on April 17, 2020 in the amount of $170,569.32. This is the first of several fund appropriations to address the economic impact on frontline providers incurring additional expenses caring for COVID-19 patients, support healthcare-related expenses, lost revenue attributable to COVID-19 and to ensure uninsured Americans can get testing and treatment for COVID-19. The Terms and Conditions stipulate that COVID and COVID-related patients cannot be balance billed beyond what insurance pays and the portion insurance deems to be the patient's responsibility. The revenue received through the contracted Third Party Agency (DM Medical Billings) will be less, but the TPA will still have to do the same amount of work through tracking and reporting. The current contract with the TPA states they only receive commission based on the total billing reimbursements collected. The TPA would not receive revenue for this extra work. An amendment to the contract would allow a percentage of commission to be paid for compensation of work performed in regard to tracking and reporting as required by the CARES Act Terms & Conditions. The First Amendment and the original contract are attached to this agenda item for further reference. The department point of contact is Beth Jones. The accounting for this will be 01.0100.0540.004101 Collection Fees.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

13RFP00101 Second Amendment

13RFP00101 First Amendment

13RFP00101 Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/14/2020 08:36 AM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 09:40 AM
Form Started By: Dianne West		Started On: 05/12/2020 03:24 PM
Final Approval Date: 05/14/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SECOND AMENDMENT FOR BILLING AND ACCOUNTS RECEIVABLE SERVICES AGREEMENT (Third Party Billing for EMS Services)

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 Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** ("The County" or Williamson County EMS"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **DM Medical Billings LLC**, a New Jersey corporation ("Billing Service Provider"). Williamson County EMS agrees to engage Billing Service Provider, with the administrative and technical support of Billing Service Provider as independent contractors, to assist in providing certain 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 all parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. Original Billing and Accounts Receivable Agreement;
B. First Amendment to Billing and Accounts Receivable Agreement;
C. This Second Amendment to Billing and Accounts Receivable Agreement.

II.

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

III.

COVID-19 Reimbursements: Billing Service Provider expressly agrees that the reimbursement for the Coronavirus Aid, Relief, and Economic Security Act (H.R. 748) (hereinafter "CARES Act") COVD-19 patient's disallowed insurance amounts, which may not be pursued by the Billing Service Provider attempting to collect from the patient, shall be "paid" via the Tranche 1 funding of the CARES Act. When the Billing Service Provider offsets COVID-19 patient's disallowed amounts against funds received, they will be reimbursed at the current contracted rate less a 40% bad-debt allowance or 3.45%. These credits will be applied via a new county approved credit code for ease of audit compliance and reconciliation. Should any additional future funding infusions, such as Tranche 2 or other as yet unidentified resources, be used to offset patient balances against a lump disbursement; those receipts shall also be credited and billed to the county at 3.45%. The methodology shall be as follows:

IV.

Good Faith: Billing Service Provider and Billing Service Provider expressly agree to act in good faith in the performance of the contract relevant to this addendum.

V.

In all other respects, the Agreement is reaffirmed.

VI.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature
Date:_____, 2020

BILLING SERVICE PROVIDER:

_____
Authorized Signature
Date: May 7th, 2020

DM MEDICAL BILLINGS
INTEGRITY • LOYALTY • RESULTS

First Amended
Billing and Accounts Receivable Service Agreement

Third Party Billing for EMS Services

This Billing and Accounts Receivable Service Agreement ("Agreement") was originally made and entered into on November 17, 2012 (the effective date) by and between DM Medical Billings, LLC in the State of New Jersey, with its principal office located at 88 S. Lakeview Drive, Gibbsboro, New Jersey 08026 hereinafter referred to as **Billing Service Provider;** and Williamson County EMS, acting by and through Williamson County, a political subdivision of the State of Texas, with its principal office located at 303 M.L.K. Street, Georgetown, TX 78626; hereinafter referred to as **Williamson County EMS**. Billing Service Provider and Williamson County EMS will be hereinafter referred to collectively as **"Parties."**

BACKGROUND

WHEREAS, Williamson County EMS is a provider of Pre-hospital Emergency Medical Services and requires the services of the Billing Service Provider to execute invoicing and accounts receivable follow-up; and

WHEREAS, the Billing Service Provider has the experience and expertise to provide the services requested by the Williamson County EMS.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto intend to be legally bound and hereby agree as follows:

1. RELATIONSHIP OF THE PARTIES

1.1 Independent Contractor: It is understood that this Agreement shall not create a partnership or any other type of joint venture between the Parties but rather the only relationship which will exist as a result of this Agreement will be that of independent contractors with relationship to each other. All decisions with reference to the operations of the Parties shall be strictly under the control of their respective Board of Directors and Officers and governing bodies. All employees of each Party will remain such and under no circumstances will be considered to be employees of the other as a result of this Agreement. For purposes of the Health Insurance Accountability and Portability Act of 1996, Billing Service Provider shall be considered a Business Associate as required by the Act.

2. OBLIGATIONS OF BILLING SERVICE PROVIDER

2.1 Production: Billing Service Provider shall provide a minimum of four (4) designated full time employees to the production of Williamson County EMS's account. Billing Service Provider shall have Certified Ambulance Coders and Emergency Medical Technicians on staff to provide professional assistance on medical interpretation, coding and compliance. Billing Service Provider will maintain billing software capable of interfacing with electronic patient care reports. Billing Service Provider will electronically transmit or mail claims for patients transported by Williamson County EMS. The production of invoices or transmission of claims shall be executed within five (5) business days of receipt from Williamson County EMS of Clean Patient Care Reports. Clean Patient Care Reports are those reports that meet the criteria established in Exhibit "A". The guideline for the submission of claims to commercial insurance companies is updated to state claims will be billed fourteen days after the claim is set to bill that insurance. The consequences of this change will be monitored and reported on. Billing Service Provider will provide Williamson County EMS with remote access to view account status and financial data in real-time.

2.2 Follow-Up Phone Calls and Dunning Notices: Billing Service Provider shall execute follow-up phone calls and dunning letters to insurance carriers, Guarantors of Payment and Patients as appropriate. Follow up phone calls and Dunning Letters shall be executed in accordance with the Billing and Accounts Receivable Process described in Exhibit "C". If efforts on an outstanding account are exhausted in accordance with the Accounts Receivable Process delineated in Exhibit "C", and the account does not currently indicate a pending payment, the account shall be forwarded to Williamson County EMS for determination. Williamson County EMS shall designate the desired disposition of the account and provide written notification to Billing Service Provider within twenty (20) business days of the request for disposition.

2.3 Final Dunning and Warning Letters: Billing Service Provider shall execute warning letters to insurance carriers, Guarantors of Payment and Patients as appropriate prior to recommending to Williamson County EMS the writing off of account from accounts receivable balance.

2.4 Rejected or Denied Claims: Processing of denied or rejected claims shall be processed within ten (10) business days of Billing Service Provider's notification of rejection or denial of such claim. This does not apply to claims rejected for not meeting medical necessity guidelines. Those claims rejected for lack of medical necessity may take additional time to re-process as a result of waiting for additional supporting documentation.

2.5 Reconciliation of Receipts: Billing Service Provider shall reconcile cash deposits with cash posted to billing system and the report of reconciliation shall be forwarded to Williamson County EMS, on a weekly basis.

2.6 Routine Reports: Billing Service Provider shall provide to Williamson County EMS those reports listed in Exhibit "B". These reports shall be forwarded to Williamson County EMS on a monthly basis. The reports shall also be provided electronically if requested by Williamson County EMS.

2.7 Specialized Reports: From time to time, Williamson County EMS may request a specialized report; such reports may not be unreasonably withheld and must be provided within five (5) business days after request is made. The reports shall also be provided electronically if requested by Williamson County EMS.

2.8 Costs of Production and Follow-up: Billing Service Provider shall provide all postage, printing, and paper at its sole expense as necessary to carry out its obligations under this Agreement.

2.9 Staff Training: Billing Service Provider shall provide to Williamson County EMS onsite annual training to include field staff shifts A, B, C and Administrative Staff. In-service training sessions may include documentation, Federal, State, HIPAA and Billing Compliance practices as well as any other issues related to reimbursement. Travel and training expenses will be covered by Billing Service Provider.

2.10 Patient Confidentiality: Billing Service Provider agrees that it shall be considered as a Business Associate of Williamson County EMS as defined by the Privacy Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. Billing Service Provider agrees to abide by the Privacy Regulations and all Policies and Procedures established by Williamson County EMS to ensure compliance with the Privacy Regulations. Billing Service Provider shall notify Williamson County EMS of any known or potential violations of the Privacy Regulations as well as the Privacy Related Policies and Procedures of the Williamson County EMS. Failure to notify Williamson County EMS of any known or potential violations of the Privacy Regulations as well as the Privacy Related Policies and Procedures of the Williamson County EMS shall constitute a material breach of this Agreement and could result in immediate termination of this Agreement in accordance with Section 4. herein below.

2.10.1 All files and records received by the Billing Service Provider for claim processing as well as all billing records shall remain in the possession of the Billing Service Provider during the term of this Agreement and for an additional period of

five (5) years after the date of service and termination, unless otherwise agreed to in writing by and between the Parties.

2.10.2 Each party agrees that all medical records and Protected Health Information are to be treated as confidential so as to comply with all Local, State, and Federal laws regarding the confidentiality of such records including the Red Flag Compliance and Health Insurance Portability and Accountability Act.

2.10.3 Each party agrees to permit access by the other to each party's respective books and records as they relate to billing and reimbursement for services hereunder. The Parties agree to share all patient care and billing information necessary to properly submit Medicare claims, including patient care reports and billing slips. All information or documents exchanged between the Parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, including the privacy rule established under Red Flag Compliance and the Health Insurance Portability and Accountability Act.

2.11 Insurance: Billing Service Provider shall maintain professional and general liability insurance with coverage of no less than five million ($5,000,000) dollars. In addition, coverage shall include acts of dishonesty and forgery on the part of Billing Service Provider's employees or agents. Furthermore, Billing Service Provider shall name Williamson County EMS as certificate holder and additionally insured.

2.12 Invoicing: Billing Service Provider shall invoice Williamson County EMS on or about the fifteenth (15) of each month at the established rate.

2.13 Electronic Charting: Billing Service Provider will accept claims that are produced in an electronic environment as long as they meet the requirements set forth in Exhibit "A". Billing Service Provider must extract patient care data from an electronic patient care record provided by Williamson County EMS.

2.14 Telephone Access: Billing Service Provider shall provide a toll free telephone number for patients to call with any complaints, insurance information, and any other reason necessary. Phone lines will operate during normal business hours Monday through Friday 8am to 5pm Central Standard Time.

2.15 Billing Registration Certificate; Authorized to do Business: Billing Service Provider is registered with the State of New Jersey as a business enterprise and possesses a Business Registration Certificate in accordance with P.L. 2004 c.57. Williamson County EMS may request this documentation at any time during the term of this Agreement.

2.15.1 Furthermore, Billing Service Provider must, at all times during the term of this Agreement, be licensed and authorized to do business in the State of Texas.

2.16 Request for Medical Records: Billing Service Provider shall fully cooperate with and assist Williamson County EMS with any request or subpoena issued to Williamson County EMS for the release of Williamson County EMS billing records. Upon Williamson County EMS's receipt of a request or subpoena for the release of Williamson County EMS billing records, Williamson County EMS will forward the request or subpoena to Billing Service Provider and, immediately thereafter, Billing Service Provider, as the custodian of records of Williamson County EMS's billing records, shall fully comply and respond to such request or subpoena by providing any affidavits, documentation and responses that are necessary within the time periods set out in such request or subpoena. Furthermore, Billing Service Provider shall also provide Williamson County EMS with a copy of all affidavits, documentation and responses that are provided by Billing Service Provider to the issuer of a request or subpoena.

2.16.1 Any request or subpoena for medical and related records of a patient shall be handled by Williamson County EMS and Williamson County EMS shall be responsible for same.

2.16.2 In the event any request or subpoena is issued directly to Billing Service Provider for the release of Williamson County EMS billing records or any other type of records relating to Williamson County EMS, Billing Service Provider must immediately notify Williamson County EMS so that Williamson County EMS may monitor the Billing Service Provider's response to any such subpoena or request.

2.17 Website access: Billing Service Provider will provide patient access to website with the ability to input encrypted billing information or credit payment information as necessary to process a claim.

2.18 Billing Procedures and Rate Guidelines: Billing Service Provider hereby acknowledges receipt of Williamson County EMS's Billing Procedures and Rate Guidelines bearing an effective date of November 17, 2012 (referred to herein as the "Billing Procedures and Rate Guidelines"). The said Billing Procedures and Rate Guidelines, as amended from time to time, shall be incorporated herein by reference for all purposes and same shall be binding on the Parties. Billing Service Provider hereby agrees to comply with the terms and conditions set out in the Billing Procedures and Rate Guidelines, as may be amended from time to time.

2.18.1 The Parties understand, agree and acknowledge that the Billing Procedures and Rate Guidelines is subject to change and must be amended from time to time during the term of this Agreement due to changes in supply costs, federal billing regulations, electronic claims software and other factors that are beyond the control of the Parties and, due to such fact, the Parties hereby agree to cooperate with one another in order to amend the Billing Procedures and Rate Guidelines from time to time as needed. Prior to any future Billing Procedure and Rate amendments becoming effective, Williamson County EMS will provide such amendments, in writing, to Billing Service Provider. Within one (1) business day from Billing Service Provider's receipt of an amendment to the Billing Procedures

and Rate Guidelines, Billing Service Provider shall acknowledge such amendment by signing and returning the amendment to Williamson County EMS.

2.19 Returned Payment Procedure: In the event payment is posted to an account and the payment is later withdrawn by the banking institution, the Williamson County EMS will assume collection activity on the balance of the returned payment. If the process occurs after the commission has been paid to the Billing Service Provider for that account, Billing Service Provider shall immediately return the commission payment to the Williamson County EMS, as an adjustment, upon request by Williamson County EMS. In the event that Williamson County EMS or Billing Service Provider later collects on the patient balance, commission will be paid on the amount of cash collected. Returned Payment Procedure or changes shall be handled in accordance with terms set forth in the Billing Procedures and Rate Guidelines.

2.20 Patient Refund Procedure: Williamson County EMS does not allow the Billing Service Provider to execute any refund for services provided by the Williamson County EMS. Any account identified by either party as having been paid in excess of documented charges, payment by inappropriate payor or requiring adjustments must be sent to Williamson County EMS with backup documentation to facilitate/execute refund. Patient Refund Procedures or changes shall be handled in accordance with the terms of the Billing Procedures and Rate Guidelines.

2.21 Claims Payment Procedure: Billing Service Provider will receive checks made payable to Williamson County EMS at the address designated by Billing Service Provider and such checks shall be logged to the applicable patient account. Payments will be deposited directly to the Williamson County EMS's bank no less than weekly via Chase Quick Deposit. Williamson County EMS will be notified of deposit and remittances and they will be downloaded electronically by Billing Service Provider. Credit Card payments will be received and processed through the Williamson County EMS's current credit card vendor. Any change in vendors or processes will be agreed upon in writing and set out in the Billing Procedures and Rate Guidelines.

2.21.1 The Billing Service Provider will establish direct deposit for electronic direct deposit payments by Medicare, Texas Medicaid and any other large payor that the Williamson County EMS deems necessary in order to minimize paper checks and other remittances.

2.21.2 Future Claims Payment Procedures changes will be agreed upon in writing and set out in the Billing Procedures and Rate Guidelines.

2.22 Audit Requirement: Billing Service Provider agrees to obtain and provide Williamson County EMS a Level II SSAE 16 – Statement of Standards for Attestation Engagement No. 16 audit on or before November 1st of each year during the term of this Agreement.

2.23 Subcontracting: Billing Service Provider agrees to solely perform all functions and operations of this Agreement and shall not subcontract any function or operation without the prior written consent of Williamson County EMS.

3. OBLIGATIONS OF WILLIAMSON COUNTY EMS

3.1 Clean Patient Care Reports: Williamson County EMS shall provide Clean Patient Care Reports to Billing Service Provider in accordance with the criteria established in Exhibit "A". Williamson County EMS understands that Billing Service Provider shall review Patient Care Reports prior to executing Production. If a claim is determined not to be a Clean Patient Care Report, the claim shall be held up from Production and the Patient Care Report shall be returned to Williamson County EMS for remediation within five (5) business days.

3.2 Payment: Billing Service Provider shall invoice Williamson County EMS on a monthly basis on or about the fifteenth (15th) calendar day of each month at the rate of

five and three quarters percent (5.75%) of the total billing reimbursements collected less adjustments described herein that were deposited into Williamson County EMS's bank account during the preceding month (the "Billing Rate"). Williamson County EMS shall remit payment to Billing Service Provider within 30 calendar days of the receipt of invoice.

3.3 Interest and Late Payments: County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) calendar days from the date of the Williamson County EMS'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. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Williamson County EMS shall notify Billing Service Provider of the discrepancy. Following Williamson County EMS's notification of any discrepancy as to an invoice, Billing Service Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to Williamson County EMS. Williamson County EMS shall pay the invoice within thirty (30) calendar days from the date of the Williamson County EMS's receipt of the corrected or revised invoice. Williamson County EMS's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) calendar day following the Williamson County EMS's receipt of the corrected or revised invoice.

3.4 Deposit Information: Billing Service Provider shall make copies of all deposit slips itemizing all receipts and explanation of benefits or remittance advices, deposit monies into Williamson County EMS account, and forward electronic copies to Williamson

County EMS on a weekly basis.

3.5 Claims Availability. Williamson County EMS shall make completed patient care records (claims). Source documents will be forwarded to Billing Service Provider on a weekly basis.

4. TERM AND TERMINATION

4.1 Term and Renewal: The term of this Agreement shall be for a period of three (3) years commencing November 17, 2012 and terminating on November 16, 2015. This Agreement may be renewed at the same terms for up to five (5) additional one (1) year periods if mutually agreed upon by the Parties.

4.2 Mutual Termination: Notwithstanding anything to the contrary, the Parties, by mutual agreement may terminate this Agreement at any time. Notice of termination must be presented in writing to the opposite party with notification to terminate contract agreement.

4.3 Termination for Cause/Williamson County EMS: Williamson County EMS may terminate this Agreement in the event of any of the following:

4.3.1 Insolvency: The insolvency of Billing Service Provider.

4.3.2 Suspension: Suspension or Exclusion of Billing Service Provider from the Medicare/Medicaid Programs.

4.3.3 Material Breach: In the event of a Material Breach, Williamson County EMS may terminate this Agreement with thirty (30) calendar days written notice.

4.4 Termination for Cause/Billing Service Provider: Billing Service Provider may terminate this Agreement in the event of any of the following:

4.4.1 Non-payment: Non-payment of fees due from Williamson County EMS provided said non-payment continues to exist after receipt of sixty (60) calendar days written notice of said delinquency from Billing Service Provider to Williamson County EMS.

4.4.2 Insolvency: The insolvency of the Williamson County EMS.

4.4.3 Suspension: Suspension or Exclusion of Williamson County EMS in the Medicare/Medicare Programs.

4.4 Termination for Convenience: Williamson County EMS may terminate this Agreement, for convenience and without cause or further liability, upon thirty (30) calendar days written notice to Billing Service Provider. In the event Williamson County EMS exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Billing Service Provider under this Agreement to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County EMS's termination for convenience.

4.5 Post Termination Follow-up Period: The Parties agree that all accounts still in Billing Service Provider's system as of the date of termination of this Agreement will be subject to the provisions of this Agreement, including payment schedule for a period of one hundred and twenty (120) calendar days after the effective termination date. All Williamson County EMS's records and applicable billing information shall be returned to Williamson County EMS within one hundred fifty (150) calendar days from the effective termination date.

5. GENERAL PROVISIONS

5.1 Headings: The headings used to identify a paragraph have been included only for the convenience of the Parties and are not intended to constrain or completely identify the contents of said paragraph.

5.2 Venue and Governing Law: The Parties hereby agree and acknowledge that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the Parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

5.3 Indemnification:

5.3.1 Indemnification of Williamson County EMS (Williamson County): Billing Service Provider shall indemnify, defend and save harmless Williamson County EMS (Williamson County), its officials, employees, agents and agents' employees (the "Indemnitees") from and against all claims, liability, and expenses, including reasonable attorneys' fees, arising from activities of Billing Service Provider, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of Billing Service Provider or any of Billing Service Provider's agents, servants or employees.

5.3.2 Furthermore, Indemnitees shall not be liable for damages to the Billing Service Provider arising from any act of any third party, including, but not being limited to theft. Billing Service Provider further agrees to INDEMNIFY, DEFEND AND SAVE HARMLESS Indemnitees from, its officials, employees, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever

caused to any person or to the property of any person occurring in relation to Billing Service Provider's performance of any services hereunder during the term of this Agreement.

5.3.3 Billing Service Provider shall timely report all claims, demands, suits, actions, proceedings, liens or judgments to Williamson County EMS (Williamson County) and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth (15th) business day of each month; provide Williamson County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Williamson County required by Billing Service Provider in the defense of each matter. Billing Service Provider's duty to defend, indemnify and hold Indemnitees harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by Williamson County EMS (Williamson County) in writing. The provisions of this section shall survive the termination of this Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

5.3.4 In the event of any dispute between the Parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Indemnitees, Billing Service Provider shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Billing Service Provider are not at issue in the matter.

5.3.5 The provision by Billing Service Provider of insurance shall not limit the liability of Billing Service Provider under this Agreement.

5.3.6 No Indemnification by Williamson County EMS. Billing Service Provider acknowledges and agrees that under the Constitution and the laws of the State of Texas, Williamson County EMS (Williamson County) cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Billing Service Provider; therefore, all references of any kind to Williamson County EMS (Williamson County) indemnifying, holding or saving harmless any other party, including but not limited to Billing Service Provider for any reason whatsoever are hereby deemed void and deleted.

5.4 Entire Agreement: This Agreement contains the entire understanding of the Parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

5.5 Modification or Waiver: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the Parties with the same formality as this Agreement. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

5.6 Severability: If any term, condition, clause, or provision of this Agreement shall be determined to be void in law or otherwise then only that term, condition, clause, or provision shall be stricken from this Agreement and unless it is of a material nature, this Agreement shall be valid and continue in full force, effect, and operation.

5.7 Successors in Interest: This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns in interest of the Parties hereto.

5.8 Assignment of Account/Interest: Billing Service Provider shall not assign

any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of Williamson County EMS.

5.9 Documents: Each of the Parties agree to execute, in recordable form, if necessary, any and all documents, agreements, filings, etc., as may be necessary or usable in order to effectuate and carry out the terms and purposes of this Agreement.

5.10 Back-up: Billing Service Provider will be responsible for providing redundancy and back-up systems to protect the financial records associated with this Agreement once they are entered or imported into the billing software to protect against the loss of records.

5.11 Electronic Patient Care Report Back-up: Billing Service Provider will not be responsible for third party vendor's software application.

5.12 Dispute Resolution. The Parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, 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) business 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 under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the Parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding

5.13 Confidentiality: The Parties agree that all medical records and Protected Health Information are to be treated as confidential so as to comply with all Local, State and Federal laws regarding the confidentiality of such records including the Health Insurance Accountability and Portability Act.

5.14 Successor Agreement: This Agreement supersedes and succeeds all existing agreements between the Parties. All previous agreements between the Parties are hereby declared null and void.

5.15 Regulatory Changes: The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) calendar days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

5.16 Sharing of Information and Documentation and Respect of Privacy: The

Parties each agree to permit access by the other to each party's respective books and records as they relate to billing and reimbursement for services hereunder. The Parties agree to share all patient care and billing information necessary to properly submit Medicare claims, including patient care reports and billing slips. All information or documents exchanged between the Parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, included the privacy rule established under the Red Flag Compliance and Health Insurance Portability and Accountability Act (HIPAA). Both Parties agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies with their respective personnel.

5.17 Continued Access and Right to Audit: Billing Service Provider further agrees that Williamson County EMS 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 Billing Service Provider, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Billing Service Provider agrees that Williamson County EMS shall have access during normal business hours to all necessary Billing Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County EMS shall give Billing Service Provider reasonable advance notice of intended audits.

5.18 "Business Day": For purposes of this Agreement, a "business day" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Standard Time excluding federal holidays and Williamson County holidays.

5.19 Implied Requirements: Products and services not specifically mentioned in this Agreement, but which are necessary to provide the services described hereunder, shall be deemed to be included in this Agreement.

5.20 Non-Performance: It is the objective of Williamson County EMS to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the services that were not provided and/or performed to the Williamson County EMS's satisfaction. In the event of such non-performance, Williamson County EMS shall have the right, but shall not be obligated, to complete the services itself or by others. If the Williamson County EMS elects to perform the services itself or by others, pursuant to the foregoing, the Billing Service Provider shall reimburse Williamson County EMS, within ten (10) business days of demand, for all costs incurred by Williamson County EMS (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Billing Service Provider fails to meet pursuant to the requirements set out herein. In the event the Billing Service Provider refuses to reimburse the Williamson County EMS as set out in this provision, Williamson County EMS shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Billing Service Provider.

5.21 Proprietary Information and Texas Public Information Act: All material submitted to Williamson County EMS shall become public property and subject to the Texas Public Information Act upon receipt. If Billing Service Provider does not desire information containing 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. Williamson County EMS 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 Respondent, 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 Respondent.

Furthermore, it is expressly understood and agreed that Williamson County EMS may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act") to any items or data furnished to Williamson County EMS in order to determine whether or not the same must be made available to the public. It is further understood that Williamson County EMS shall have the right to rely on the advice, decisions and opinions of the Texas Attorney General, and that Williamson County EMS (Williamson 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 Williamson County EMS by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

5.22 No Waiver of Immunities: Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County EMS (Williamson County), its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County EMS (Williamson 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.

6. NOTICE

6.1 Notices required to be given under this Agreement shall be in writing and will

be deemed to have been given when personally delivered to the party to whom addressed, or on the third calendar day after deposit in any United States post office or mailbox, and such notices shall be made to the Parties at the following addresses:

Williamson County EMS

Williamson County EMS
c/o: Beth Jones,
Compliance Officer
303 M.L.K. Street
Georgetown, TX 78626

Billing Service Provider

DM Medical Billings, LLC
88 S. Lakeview Drive
Gibbsboro, NJ 08026

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

Williamson County EMS

Williamson County EMS, acting by and through Williamson County Texas

Williamson County Judge
Dan A. Gattis
710 Main Street, Suite 101
Georgetown, TX 78626

By: _____
The Honorable Dan A. Gattis,
Williamson County Judge

Billing Service Provider

DM Medical Billings, LLC
88 S. Lakeview Drive
Gibbsboro, NJ 08026

By: _____
Amy Gifford,
Vice President

By: _____
Dina Mueller,
President

Exhibit "A"

Criteria for Clean Patient Care Report

The following information shall be furnished for the dunning process to begin:

1. Dispatch run number
2. Date of Service
3. Patient information, to include as much as possible:
    a. Full name,
    b. Address,
    c. Date of birth,
    d. Social security number (if applicable), and
    e. Phone number.
4. Patient pickup location including zip code,
5. Patient drop off location,
6. Documented odometer mileage:
    a. At pick up location,
    b. At hospital, and
    c. Total loaded mileage.
7. Patient chief complaint and History of Present Illness,
8. Services rendered to patient,
9. Patient or representative of patient signature Authorizing treatment and Benefits,
10. Mobile Intensive Care Unit Number and if they administered care or not,
11. EMS staff members name, preparer's name and signature,
12. Agency vehicle recognition number,
13. Time log to include:
    a. Dispatch
    b. Responding
    c. On Location
    d. Depart Location, and
    e. Arrive at hospital.
14. Hospital Face Sheet, when available.

Exhibit "B"

Routine Reports

Billing Service Provider will grant Williamson County EMS access to its billing services system. Such access shall include but not be limited to: master files, receivables tracking, receivables reporting, financial scoreboard and system reporting.

The following reports shall be created and supplied to the Williamson County EMS:

1. Aged Trial Balance Sorted And Sub-Totaled By Major Financial Classification (Payer) To Be Run By Cycle Date And Date Of Service (2 Reports)
2. Billing Receivables Report, Which Shall Include Charges, Contractual Allowances, Adjustments, Bad Debt Write Off, Payments And Balance Due. This Report Shall Be Sorted And Sub-Totaled By Major Financial Class.
    a. For Current Month
    b. For Current Fiscal Year To Date (January 1- December 31)
3. Contractor/MICU Report
4. Credit Detail Report
5. Payor mix every six months with detail.

Additional reports can be created as requested.

Exhibit "C"

Accounts Receivables Process (Dunning)

Non-Insurance Claims:

Day 1-3*	Key/Upload Patient Care Reports into DM Medical Billing System Fax all hospitals for patient insurance information as needed. Call patients at home to obtain the necessary information that is required and to obtain any current insurance information.
Day 4-8*	First Guarantor letter requesting insurance info .
Day 20-22*	Second Guarantor letter requesting insurance info.
Day 35-45*	Patient phone contact to obtain insurance info.
Day 60-75*	Patient referred back to client for potential collection agency referral or write off.

Insurance Claims:

Day 1-3*	Key information into DM Medical Billing System. Fax all hospitals for patient insurance information. Call patients for insurance information.
Day 14*	Insurance Company sent 1st bill either via paper claim or electronic submission with an informational bill to the patient stating their insurance was billed for services.
Day 30*	Second insurance company submission.
Day 35*	First insurance collection call for payment. Instruction of insurance company followed.
Day 45-60*	Second call to insurance.
Day 70-75*	Follow up on with insurance company will continue until claim paid or denied. If claim denied erroneously we will appeal it for the patient. If claim is flatly denied as non-covered the bill will be dropped to a private pay insurance denial schedule. Protocol as

stated for private pay claims will be followed.

Medicare Claims:

Day 1-3*	Key information into DM Medical Billing Services fax all hospitals for patient insurance information. Call patients at home as necessary for insurance information. Ensure all proper information is gathered to submit clean claim to Medicare. If information is missing, billing service will try to obtain to the best of ability.
Day 4-6*	Electronic claim submission to Medicare. Claims are usually paid within 25 days of submission. If denied or rejected billing service will appeal, or gather any additional information needed to submit clean claim.

*For the purposes of the above dunning schedules, days stated are calendar days. All references and processes in this exhibit are completed only on business days. A "business day" is defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Standard Time excluding federal holidays and Williamson County holidays.

DM MEDICAL BILLINGS

INTEGRITY • LOYALTY • RESULTS

Billing and Accounts Receivable Service Agreement

Third Party Billing for EMS Services

This Billing and Accounts Receivable Service Agreement ("Agreement") is made and entered into on November 17, 2012 (the effective date) by and between DM Medical Billings, LLC in the State of New Jersey, with its principal office located at 20 East Taunton Road, Suite 500, Berlin, New Jersey 08009 hereinafter referred to as **Billing Service Provider;** and Williamson County EMS, acting by and through Williamson County, a political subdivision of the State of Texas, with its principal office located at 303 M.L.K. Street, Georgetown, TX 78626; hereinafter referred to as **Williamson County EMS**. Billing Service Provider and Williamson County EMS will be hereinafter referred to collectively as **"Parties."**

BACKGROUND

WHEREAS, Williamson County EMS is a provider of Pre-hospital Emergency Medical Services and requires the services of the Billing Service Provider to execute invoicing and accounts receivable follow-up; and

WHEREAS, the Billing Service Provider has the experience and expertise to provide the services requested by the Williamson County EMS.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto intend to be legally bound and hereby agree as follows:

1. RELATIONSHIP OF THE PARTIES

1.1 Independent Contractor: It is understood that this Agreement shall not create a partnership or any other type of joint venture between the Parties but rather the only relationship which will exist as a result of this Agreement will be that of independent contractors with relationship to each other. All decisions with reference to the operations of the Parties shall be strictly under the control of their respective Board of Directors and Officers and governing bodies. All employees of each Party will remain such and under no circumstances will be considered to be employees of the other as a result of this Agreement. For purposes of the Health Insurance Accountability and Portability Act of 1996, Billing Service Provider shall be considered a Business Associate as required by the Act.

2. OBLIGATIONS OF BILLING SERVICE PROVIDER

2.1 Production: Billing Service Provider shall provide a minimum of four (4) designated full time employees to the production of Williamson County EMS's account. Billing Service Provider shall have Certified Ambulance Coders and Emergency Medical Technicians on staff to provide professional assistance on medical interpretation, coding and compliance. Billing Service Provider will maintain billing software capable of interfacing with emsCharts, Inc. Billing Service Provider will electronically transmit or mail claims for patients transported by Williamson County EMS. The production of invoices or transmission of claims shall be executed within five (5) business days of receipt from Williamson County EMS of Clean Patient Care Reports. Clean Patient Care Reports are those reports that meet the criteria established in Exhibit "A". Billing Service Provider will provide Williamson County EMS with remote access to view account status and financial data in real-time.

2.2 Follow-Up Phone Calls and Dunning Notices: Billing Service Provider

shall execute follow-up phone calls and dunning letters to insurance carriers, Guarantors of Payment and Patients as appropriate. Follow up phone calls and Dunning Letters shall be executed in accordance with the Billing and Accounts Receivable Process described in Exhibit "C". If efforts on an outstanding account are exhausted in accordance with the Accounts Receivable Process delineated in Exhibit "C", and the account does not currently indicate a pending payment, the account shall be forwarded to Williamson County EMS for determination. Williamson County EMS shall designate the desired disposition of the account and provide written notification to Billing Service Provider within twenty (20) business days of the request for disposition.

2.3 Final Dunning and Warning Letters: Billing Service Provider shall execute warning letters to insurance carriers, Guarantors of Payment and Patients as appropriate prior to recommending to Williamson County EMS the writing off of account from accounts receivable balance.

2.4 Rejected or Denied Claims: Processing of denied or rejected claims shall be processed within ten (10) business days of Billing Service Provider's notification of rejection or denial of such claim. This does not apply to claims rejected for not meeting medical necessity guidelines. Those claims rejected for lack of medical necessity may take additional time to re-process as a result of waiting for additional supporting documentation.

2.5 Reconciliation of Receipts: Billing Service Provider shall reconcile cash deposits with cash posted to billing system and the report of reconciliation shall be forwarded to Williamson County EMS, on a weekly basis.

2.6 Routine Reports: Billing Service Provider shall provide to Williamson County EMS those reports listed in Exhibit "B". These reports shall be forwarded to Williamson County EMS on a monthly basis. The reports shall also be provided electronically if requested by Williamson County EMS.

2.7 Specialized Reports: From time to time, Williamson County EMS may request a specialized report; such reports may not be unreasonably withheld and must be provided within five (5) business days after request is made. The reports shall also be provided electronically if requested by Williamson County EMS.

2.8 Costs of Production and Follow-up: Billing Service Provider shall provide all postage, printing, and paper at its sole expense as necessary to carry out its obligations under this Agreement.

2.9 Staff Training: Billing Service Provider shall provide to Williamson County EMS onsite annual training to include field staff shifts A, B, C and Administrative Staff. In-service training sessions may include documentation, Federal, State, HIPAA and Billing Compliance practices as well as any other issues related to reimbursement. Travel and training expenses will be covered by Billing Service Provider.

2.10 Patient Confidentiality: Billing Service Provider agrees that it shall be considered as a Business Associate of Williamson County EMS as defined by the Privacy Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. Billing Service Provider agrees to abide by the Privacy Regulations and all Policies and Procedures established by Williamson County EMS to ensure compliance with the Privacy Regulations. Billing Service Provider shall notify Williamson County EMS of any known or potential violations of the Privacy Regulations as well as the Privacy Related Policies and Procedures of the Williamson County EMS. Failure to notify Williamson County EMS of any known or potential violations of the Privacy Regulations as well as the Privacy Related Policies and Procedures of the Williamson County EMS shall constitute a material breach of this Agreement and could result in immediate termination of this Agreement in accordance with Section 4. herein below.

2.10.1 All files and records received by the Billing Service Provider for claim processing as well as all billing records shall remain in the possession of the Billing Service Provider during the term of this Agreement and for an additional period of

five (5) years after the date of service and termination, unless otherwise agreed to in writing by and between the Parties.

2.10.2 Each party agrees that all medical records and Protected Health Information are to be treated as confidential so as to comply with all Local, State, and Federal laws regarding the confidentiality of such records including the Red Flag Compliance and Health Insurance Portability and Accountability Act.

2.10.3 Each party agrees to permit access by the other to each party's respective books and records as they relate to billing and reimbursement for services hereunder. The Parties agree to share all patient care and billing information necessary to properly submit Medicare claims, including patient care reports and billing slips. All information or documents exchanged between the Parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, including the privacy rule established under Red Flag Compliance and the Health Insurance Portability and Accountability Act.

2.11 Insurance: Billing Service Provider shall maintain professional and general liability insurance with coverage of no less than five million ($5,000,000) dollars. In addition, coverage shall include acts of dishonesty and forgery on the part of Billing Service Provider's employees or agents. Furthermore, Billing Service Provider shall name Williamson County EMS as certificate holder and additionally insured.

2.12 Invoicing: Billing Service Provider shall invoice Williamson County EMS on or about the fifteenth (15) of each month at the established rate.

2.13 Electronic Charting: Billing Service Provider will accept claims that are produced in an electronic environment as long as they meet the requirements set forth in Exhibit "A". Billing Service Provider must extract patient care data from an electronic patient care record provided by Williamson County EMS.

2.14 Telephone Access: Billing Service Provider shall provide a toll free telephone number for patients to call with any complaints, insurance information, and any other reason necessary. Phone lines will operate during normal business hours Monday through Friday 8am to 5pm Central Standard Time.

2.15 Billing Registration Certificate; Authorized to do Business: Billing Service Provider is registered with the State of New Jersey as a business enterprise and possesses a Business Registration Certificate in accordance with P.L. 2004 c.57. Williamson County EMS may request this documentation at any time during the term of this Agreement.

2.15.1 Furthermore, Billing Service Provider must, at all times during the term of this Agreement, be licensed and authorized to do business in the State of Texas.

2.16 Request for Medical Records: Billing Service Provider shall fully cooperate with and assist Williamson County EMS with any request or subpoena issued to Williamson County EMS for the release of Williamson County EMS billing records. Upon Williamson County EMS's receipt of a request or subpoena for the release of Williamson County EMS billing records, Williamson County EMS will forward the request or subpoena to Billing Service Provider and, immediately thereafter, Billing Service Provider, as the custodian of records of Williamson County EMS's billing records, shall fully comply and respond to such request or subpoena by providing any affidavits, documentation and responses that are necessary within the time periods set out in such request or subpoena. Furthermore, Billing Service Provider shall also provide Williamson County EMS with a copy of all affidavits, documentation and responses that are provided by Billing Service Provider to the issuer of a request or subpoena.

2.16.1 Any request or subpoena for medical and related records of a patient shall be handled by Williamson County EMS and Williamson County EMS shall be

responsible for same.

2.16.2 In the event any request or subpoena is issued directly to Billing Service Provider for the release of Williamson County EMS billing records or any other type of records relating to Williamson County EMS, Billing Service Provider must immediately notify Williamson County EMS so that Williamson County EMS may monitor the Billing Service Provider's response to any such subpoena or request.

2.17 Website access: Billing Service Provider will provide patient access to website with the ability to input encrypted billing information or credit payment information as necessary to process a claim.

2.18 Billing Procedures and Rate Guidelines: Billing Service Provider hereby acknowledges receipt of Williamson County EMS's Billing Procedures and Rate Guidelines bearing an effective date of November 17, 2012 (referred to herein as the "Billing Procedures and Rate Guidelines"). The said Billing Procedures and Rate Guidelines, as amended from time to time, shall be incorporated herein by reference for all purposes and same shall be binding on the Parties. Billing Service Provider hereby agrees to comply with the terms and conditions set out in the Billing Procedures and Rate Guidelines, as may be amended from time to time.

2.18.1 The Parties understand, agree and acknowledge that the Billing Procedures and Rate Guidelines is subject to change and must be amended from time to time during the term of this Agreement due to changes in supply costs, federal billing regulations, electronic claims software and other factors that are beyond the control of the Parties and, due to such fact, the Parties hereby agree to cooperate with one another in order to amend the Billing Procedures and Rate Guidelines from time to time as needed. Prior to any future Billing Procedure and Rate amendments becoming effective, Williamson County EMS will provide such amendments, in writing, to Billing Service Provider. Within one (1) business day

from Billing Service Provider's receipt of an amendment to the Billing Procedures and Rate Guidelines, Billing Service Provider shall acknowledge such amendment by signing and returning the amendment to Williamson County EMS.

2.19 Returned Payment Procedure: In the event payment is posted to an account and the payment is later withdrawn by the banking institution, the Williamson County EMS will assume collection activity on the balance of the returned payment. If the process occurs after the commission has been paid to the Billing Service Provider for that account, Billing Service Provider shall immediately return the commission payment to the Williamson County EMS, as an adjustment, upon request by Williamson County EMS. In the event that Williamson County EMS or Billing Service Provider later collects on the patient balance, commission will be paid on the amount of cash collected. Returned Payment Procedure or changes shall be handled in accordance with terms set forth in the Billing Procedures and Rate Guidelines.

2.20 Patient Refund Procedure: Williamson County EMS does not allow the Billing Service Provider to execute any refund for services provided by the Williamson County EMS. Any account identified by either party as having been paid in excess of documented charges, payment by inappropriate payor or requiring adjustments must be sent to Williamson County EMS with backup documentation to facilitate/execute refund. Patient Refund Procedures or changes shall be handled in accordance with the terms of the Billing Procedures and Rate Guidelines.

2.21 Claims Payment Procedure: Billing Service Provider will receive checks made payable to Williamson County EMS at the address designated by Billing Service Provider and such checks shall be logged to the applicable patient account. Payments will be deposited directly to the Williamson County EMS's bank no less than weekly via Chase Quick Deposit. Williamson County EMS will be notified of deposit and remittances and they will be downloaded electronically by Billing Service Provider. Credit Card payments will be received and processed through the Williamson County EMS's current credit card vendor. Any change in vendors or processes will be agreed upon in

writing and set out in the Billing Procedures and Rate Guidelines.

2.21.1 The Billing Service Provider will establish direct deposit for electronic direct deposit payments by Medicare, Texas Medicaid and any other large payor that the Williamson County EMS deems necessary in order to minimize paper checks and other remittances.

2.21.2 Future Claims Payment Procedures changes will be agreed upon in writing and set out in the Billing Procedures and Rate Guidelines.

2.22 Audit Requirement: Billing Service Provider agrees to obtain and provide Williamson County EMS a Level II SSAE 16 – Statement of Standards for Attestation Engagement No. 16 audit on or before November 1st of each year during the term of this Agreement.

2.23 Subcontracting: Billing Service Provider agrees to solely perform all functions and operations of this Agreement and shall not subcontract any function or operation without the prior written consent of Williamson County EMS.

3. OBLIGATIONS OF WILLIAMSON COUNTY EMS

3.1 Clean Patient Care Reports: Williamson County EMS shall provide Clean Patient Care Reports to Billing Service Provider in accordance with the criteria established in Exhibit "A". Williamson County EMS understands that Billing Service Provider shall review Patient Care Reports prior to executing Production. If a claim is determined not to be a Clean Patient Care Report, the claim shall be held up from Production and the Patient Care Report shall be returned to Williamson County EMS for remediation within five (5) business days.

3.2 Payment: Billing Service Provider shall invoice Williamson County EMS on

a monthly basis on or about the fifteenth (15th) calendar day of each month at the rate of five and three quarters percent (5.75%) of the total billing reimbursements collected less adjustments described herein that were deposited into Williamson County EMS's bank account during the preceding month (the "Billing Rate"). Williamson County EMS shall remit payment to Billing Service Provider within 30 calendar days of the receipt of invoice.

3.3 Interest and Late Payments: County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) calendar days from the date of the Williamson County EMS'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. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Williamson County EMS shall notify Billing Service Provider of the discrepancy. Following Williamson County EMS's notification of any discrepancy as to an invoice, Billing Service Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to Williamson County EMS. Williamson County EMS shall pay the invoice within thirty (30) calendar days from the date of the Williamson County EMS's receipt of the corrected or revised invoice. Williamson County EMS's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) calendar day following the Williamson County EMS's receipt of the corrected or revised invoice.

3.4 Deposit Information: Billing Service Provider shall make copies of all deposit slips itemizing all receipts and explanation of benefits or remittance advices,

deposit monies into Williamson County EMS account, and forward electronic copies to Williamson County EMS on a weekly basis.

3.5 Claims Availability. Williamson County EMS shall make completed patient care records (claims). Source documents will be forwarded to Billing Service Provider on a weekly basis.

4. TERM AND TERMINATION

4.1 Term and Renewal: The term of this Agreement shall be for a period of three (3) years commencing November 17, 2012 and terminating on November 16, 2015. This Agreement may be renewed at the same terms for up to five (5) additional one (1) year periods if mutually agreed upon by the Parties.

4.2 Mutual Termination: Notwithstanding anything to the contrary, the Parties, by mutual agreement may terminate this Agreement at any time. Notice of termination must be presented in writing to the opposite party with notification to terminate contract agreement.

4.3 Termination for Cause/Williamson County EMS: Williamson County EMS may terminate this Agreement in the event of any of the following:

4.3.1 Insolvency: The insolvency of Billing Service Provider.

4.3.2 Suspension: Suspension or Exclusion of Billing Service Provider from the Medicare/Medicaid Programs.

4.3.3 Material Breach: In the event of a Material Breach, Williamson County EMS may terminate this Agreement with thirty (30) calendar days written notice.

4.4 Termination for Cause/Billing Service Provider: Billing Service Provider may terminate this Agreement in the event of any of the following:

4.4.1 Non-payment: Non-payment of fees due from Williamson County EMS provided said non-payment continues to exist after receipt of sixty (60) calendar days written notice of said delinquency from Billing Service Provider to Williamson County EMS.

4.4.2 Insolvency: The insolvency of the Williamson County EMS.

4.4.3 Suspension: Suspension or Exclusion of Williamson County EMS in the Medicare/Medicare Programs.

4.4 Termination for Convenience: Williamson County EMS may terminate this Agreement, for convenience and without cause or further liability, upon thirty (30) calendar days written notice to Billing Service Provider. In the event Williamson County EMS exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Billing Service Provider under this Agreement to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County EMS's termination for convenience.

4.5 Post Termination Follow-up Period: The Parties agree that all accounts still in Billing Service Provider's system as of the date of termination of this Agreement will be subject to the provisions of this Agreement, including payment schedule for a period of one hundred and twenty (120) calendar days after the effective termination date. All Williamson County EMS's records and applicable billing information shall be returned to Williamson County EMS within one hundred fifty (150) calendar days from the effective termination date.

5. GENERAL PROVISIONS

5.1 Headings: The headings used to identify a paragraph have been included only for the convenience of the Parties and are not intended to constrain or completely identify the contents of said paragraph.

5.2 Venue and Governing Law: The Parties hereby agree and acknowledge that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the Parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

5.3 Indemnification:

5.3.1 Indemnification of Williamson County EMS (Williamson County): Billing Service Provider shall indemnify, defend and save harmless Williamson County EMS (Williamson County), its officials, employees, agents and agents' employees (the "Indemnitees") from and against all claims, liability, and expenses, including reasonable attorneys' fees, arising from activities of Billing Service Provider, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of Billing Service Provider or any of Billing Service Provider's agents, servants or employees.

5.3.2 Furthermore, Indemnitees shall not be liable for damages to the Billing Service Provider arising from any act of any third party, including, but not being limited to theft. Billing Service Provider further agrees to INDEMNIFY, DEFEND AND SAVE HARMLESS Indemnitees from, its officials, employees, agents and agents' employees against all

claims of whatever nature arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring in relation to Billing Service Provider's performance of any services hereunder during the term of this Agreement.

5.3.3 Billing Service Provider shall timely report all claims, demands, suits, actions, proceedings, liens or judgments to Williamson County EMS (Williamson County) and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth (15th) business day of each month; provide Williamson County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Williamson County required by Billing Service Provider in the defense of each matter. Billing Service Provider's duty to defend, indemnify and hold Indemnitees harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by Williamson County EMS (Williamson County) in writing. The provisions of this section shall survive the termination of this Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

5.3.4 In the event of any dispute between the Parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Indemnitees, Billing Service Provider shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Billing Service Provider are not at issue in the matter.

5.3.5 The provision by Billing Service Provider of insurance shall not limit the liability of Billing Service Provider under this Agreement.

5.3.6 No Indemnification by Williamson County EMS. Billing Service Provider acknowledges and agrees that under the Constitution and the laws of the State of Texas, Williamson County EMS (Williamson County) cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Billing Service Provider; therefore, all references of any kind to Williamson County EMS (Williamson County) indemnifying, holding or saving harmless any other party, including but not limited to Billing Service Provider for any reason whatsoever are hereby deemed void and deleted.

5.4 Entire Agreement: This Agreement contains the entire understanding of the Parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

5.5 Modification or Waiver: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the Parties with the same formality as this Agreement. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

5.6 Severability: If any term, condition, clause, or provision of this Agreement shall be determined to be void in law or otherwise then only that term, condition, clause, or provision shall be stricken from this Agreement and unless it is of a material nature, this Agreement shall be valid and continue in full force, effect, and operation.

5.7 Successors in Interest: This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns in interest of the Parties hereto.

5.8 Assignment of Account/Interest: Billing Service Provider shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of Williamson County EMS.

5.9 Documents: Each of the Parties agree to execute, in recordable form, if necessary, any and all documents, agreements, filings, etc., as may be necessary or usable in order to effectuate and carry out the terms and purposes of this Agreement.

5.10 Back-up: Billing Service Provider will be responsible for providing redundancy and back-up systems to protect the financial records associated with this Agreement once they are entered or imported into the billing software to protect against the loss of records.

5.11 emsCharts, Inc. Back-up: Billing Service Provider will not be responsible for emsCharts, Inc., a third party vendor's software application as provided by emsCharts.

5.12 Dispute Resolution. The Parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, 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) business 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 under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the Parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a

court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding

5.13 Confidentiality: The Parties agree that all medical records and Protected Health Information are to be treated as confidential so as to comply with all Local, State and Federal laws regarding the confidentiality of such records including the Health Insurance Accountability and Portability Act.

5.14 Successor Agreement: This Agreement supersedes and succeeds all existing agreements between the Parties. All previous agreements between the Parties are hereby declared null and void.

5.15 Regulatory Changes: The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) calendar days of receipt of the proposed written amendments, then either party may terminate this

Agreement without further notice, unless this Agreement would expire earlier by its terms.

5.16 Sharing of Information and Documentation and Respect of Privacy: The Parties each agree to permit access by the other to each party's respective books and records as they relate to billing and reimbursement for services hereunder. The Parties agree to share all patient care and billing information necessary to properly submit Medicare claims, including patient care reports and billing slips. All information or documents exchanged between the Parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, included the privacy rule established under the Red Flag Compliance and Health Insurance Portability and Accountability Act (HIPAA). Both Parties agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies with their respective personnel.

5.17 Continued Access and Right to Audit: Billing Service Provider further agrees that Williamson County EMS 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 Billing Service Provider, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Billing Service Provider agrees that Williamson County EMS shall have access during normal business hours to all necessary Billing Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County EMS shall give Billing Service Provider reasonable advance notice of intended audits.

5.18 "Business Day": For purposes of this Agreement, a "business day" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Standard Time excluding federal holidays and Williamson County holidays.

5.19 Implied Requirements: Products and services not specifically mentioned in this Agreement, but which are necessary to provide the services described hereunder, shall be deemed to be included in this Agreement.

5.20 Non-Performance: It is the objective of Williamson County EMS to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the services that were not provided and/or performed to the Williamson County EMS's satisfaction. In the event of such non-performance, Williamson County EMS shall have the right, but shall not be obligated, to complete the services itself or by others. If the Williamson County EMS elects to perform the services itself or by others, pursuant to the foregoing, the Billing Service Provider shall reimburse Williamson County EMS, within ten (10) business days of demand, for all costs incurred by Williamson County EMS (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Billing Service Provider fails to meet pursuant to the requirements set out herein. In the event the Billing Service Provider refuses to reimburse the Williamson County EMS as set out in this provision, Williamson County EMS shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Billing Service Provider.

5.21 Proprietary Information and Texas Public Information Act: All material submitted to Williamson County EMS shall become public property and subject to the Texas Public Information Act upon receipt. If Billing Service Provider does not desire information containing 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. Williamson County EMS 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 Respondent, 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 Respondent.

Furthermore, it is expressly understood and agreed that Williamson County EMS may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act") to any items or data furnished to Williamson County EMS in order to determine whether or not the same must be made available to the public. It is further understood that Williamson County EMS shall have the right to rely on the advice, decisions and opinions of the Texas Attorney General, and that Williamson County EMS (Williamson 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 Williamson County EMS by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

5.22 No Waiver of Immunities: Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County EMS (Williamson County), its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County EMS (Williamson 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.

6. NOTICE

6.1 Notices required to be given under this Agreement shall be in writing and

will be deemed to have been given when personally delivered to the party to whom addressed, or on the third calendar day after deposit in any United States post office or mailbox, and such notices shall be made to the Parties at the following addresses:

Williamson County EMS

Williamson County EMS
c/o: Beth Jones,
Captain, System & Staff Support
303 M.L.K. Street
Georgetown, TX 78626

Billing Service Provider

DM Medical Billings, LLC
20 E Taunton Road, Suite 500
Berlin, NJ 08009

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

Williamson County EMS

Williamson County EMS, acting
by and through Williamson County
Texas

Williamson County Judge
Dan A. Gattis
710 Main Street, Suite 101
Georgetown, TX 78626

By: _____
The Honorable Dan A. Gattis,
Williamson County Judge

Billing Service Provider

DM Medical Billings, LLC
20 E Taunton Road, Suite 500
Berlin, NH 08009

By: _____
Amy Gifford,
Vice President

By: _____
Charles McSweeney

Exhibit "A"

Criteria for Clean Patient Care Report

The following information shall be furnished for the dunning process to begin:

1. Dispatch run number
2. Date of Service
3. Patient information, to include as much as possible:
    a. Full name,
    b. Address,
    c. Date of birth,
    d. Social security number (if applicable), and
    e. Phone number.
4. Patient pickup location including zip code,
5. Patient drop off location,
6. Documented odometer mileage:
    a. At pick up location,
    b. At hospital, and
    c. Total loaded mileage.
7. Patient chief complaint and History of Present Illness,
8. Services rendered to patient,
9. Patient or representative of patient signature Authorizing treatment and Benefits,
10. Mobile Intensive Care Unit Number and if they administered care or not,
11. EMS staff members name, preparer's name and signature,
12. Agency vehicle recognition number,
13. Time log to include:
    a. Dispatch
    b. Responding
    c. On Location
    d. Depart Location, and
    e. Arrive at hospital.
14. Hospital Face Sheet, when available.

Exhibit "B"

Routine Reports

Billing Service Provider will grant Williamson County EMS access to its billing services system. Such access shall include but not be limited to: master files, receivables tracking, receivables reporting, financial scoreboard and system reporting.

The following reports shall be created and supplied to the Williamson County EMS:

1. Aged Trial Balance Sorted And Sub-Totaled By Major Financial Classification (Payer) To Be Run By Cycle Date And Date Of Service (2 Reports)
2. Billing Receivables Report, Which Shall Include Charges, Contractual Allowances, Adjustments, Bad Debt Write Off, Payments And Balance Due. This Report Shall Be Sorted And Sub-Totaled By Major Financial Class.
    a. For Current Month
    b. For Current Fiscal Year To Date (January 1- December 31)
3. Contractor/MICU Report
4. Credit Detail Report
5. Payor mix every six months with detail.

Additional reports can be created as requested.

Exhibit "C"

Accounts Receivables Process (Dunning)

Non-Insurance Claims:

Day 1-3*	Key/Upload Patient Care Reports into DM Medical Billing System Fax all hospitals for patient insurance information as needed. Call patients at home to obtain the necessary information that is required and to obtain any current insurance information.
Day 4-8*	First Guarantor letter requesting insurance info .
Day 20-22*	Second Guarantor letter requesting insurance info.
Day 35-45*	Patient phone contact to obtain insurance info.
Day 60-75*	Patient referred back to client for potential collection agency referral or write off.

Insurance Claims:

Day 1-3*	Key information into DM Medical Billing System. Fax all hospitals for patient insurance information. Call patients for insurance information.
Day 4-6*	Insurance Company sent 1st bill either via paper claim or electronic submission with an informational bill to the patient stating their insurance was billed for services.
Day 30*	Second insurance company submission.
Day 35*	First insurance collection call for payment. Instruction of insurance company followed.
Day 45-60*	Second call to insurance.
Day 70-75*	Follow up on with insurance company will continue until claim paid or denied. If claim denied erroneously we will appeal it for the patient. If claim is flatly denied as non-covered the bill will be dropped to a private pay insurance denial schedule. Protocol as

stated for private pay claims will be followed.

Medicare Claims:

Day 1-3*	Key information into DM Medical Billing Services fax all hospitals for patient insurance information. Call patients at home as necessary for insurance information. Ensure all proper information is gathered to submit clean claim to Medicare. If information is missing, billing service will try to obtain to the best of ability.
Day 4-6*	Electronic claim submission to Medicare. Claims are usually paid within 25 days of submission. If denied or rejected billing service will appeal, or gather any additional information needed to submit clean claim.

*For the purposes of the above dunning schedules, days stated are calendar days. All references and processes in this exhibit are completed only on business days. A "business day" is defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Standard Time excluding federal holidays and Williamson County holidays.

Williamson County EMS
Billing Procedures & Rates
Effective as of November 17, 2012

Medicare & Medicaid patients shall only be billed the indicated charges of the appropriate base rate and mileage in accordance with guidelines established by the Center for Medicare and Medicaid Services.

Only one base rate charge shall be applied to each account.

Documented mileage shall be applied to each patient account that resulted in transportation.

Williamson County EMS responds to both emergency and non-emergency calls and as such, all base rates should be billed based on patient treatment. Emergency and non-emergency calls shall be billed based on patient treatment rendered by Williamson County EMS.

For commercial insurance and private pay accounts, all appropriate charges shall be applied uniformly without ability or probability of payment.

An ALS (1 or 2) emergency base rate shall be charged to all accounts where the patient was legally pronounced dead on scene after dispatch but before the patient has been transported. This includes treatment rendered by Williamson County EMS or the act of pronouncement by Williamson County EMS. Transportation may not be necessary for this charge.

Dispatch Fee, Emergency Fee, and Supply Fees shall be charged for all patient encounters where treatment is rendered and transport is refused, unless otherwise waived, prohibited, or excluded by the Williamson County EMS.

A "No transport fee" should be charged for all patient encounters resulting in no treatment or transport, that result from a request made by a family member or other person that represents that patient's interest unless otherwise prohibited or excluded by Williamson County EMS Administration. Billable once treatment other than assessment & vital signs (Blood pressure, Heart rate & Respiratory rate) are performed, ex. ECG, pulse ox, D Stick is performed. This applies to all refusals.

Motor vehicle collisions where no treatment and no transport was required by Williamson County EMS shall not be billed when the patient refuses medical treatment or transport as a result of a third party (i.e.- a witness to a motor vehicle reports the accident to 9-1-1 and the communication center sends the ambulance due to witness statements from the scene). Vital signs are included. If equipment is used in the assessment (pulse ox or monitor) a refusal charge & supplies shall be applied.

Incident standbys requiring reimbursement will be charged at $350.00 dollars per hour or $87.50 per 15 minute increments.

All Hospital to Helicopter transfers / Helicopter to Hospital transfers will be billed the BLS base rate and mileage. Treatment and supplies will be billed if documented as performed by Williamson County EMS.

All itemized billing is derived directly from documentation in the electronic patient care report.

Disposable Linens should be charged for all patients transported, unless otherwise waived, prohibited, or excluded by Williamson County EMS.

Routine Disposable Supplies should be charged for all patient encounters, unless otherwise waived, prohibited, or excluded by Williamson County EMS. All itemized billing is derived directly from documentation or the supplies module in the electronic patient care report.

Extrication fee only applies when documentation clearly supports EMS assisted with extrication while providing patient care.

Extra attendant charge will be applied when documentation lists an extra attendant was needed during treatment and transport. Ex. 1st responder, fire department or extra WCEMS medic.

Decontamination charge will be applied when decontamination is documented due to the nature of the incident.

EMS will not bill any patient transferred from Williamson County Jail, 508 S Rock, Georgetown, Texas

All EMS electronic patient care reports determined to be Diagnosis Related Group (DRG) transfers will be billed directly to ordering facility on monthly basis. WCEMS will accept the annual Medicare allowable rate as payment in full. Billing agrees to provide annual Medicare allowable rate notification to facilities & provide a monthly report to WCEMS reflecting billed DRG accounts. DRG is a round trip transport from/to a hospital for external opportunity that is not available at the hospital.

Williamson County EMS will provide its billing agent(s) access to electronic patient care reports through emsCharts, Inc. for billing purposes.

Billing agent(s) shall bill patient care reports in S1 (service level 1) unless instructed otherwise by the Williamson County EMS.

Williamson County EMS
Billing Procedures & Rates
Effective as of November 17, 2012

If billing agent(s) should need any clarification before the billing process can take place, billing agent(s) shall contact Williamson County EMS's designated representative by email or phone with the following information: Patient care report number, date of service, patient name and exact description of what needs to be fixed in order to enable billing agent(s) to proceed with the billing process.

DM Medical Billings will provide Williamson County EMS with view only access to billing records through a virtual private network.

DM Medical will provide WCEMS monthly report reflecting all private pay accounts on private pay arrangements.

Williamson County EMS has established rates for various ambulance charges (chargemaster). At any time, Williamson County EMS may make adjustments to the chargemaster (procedures or fees) with proper notification.

Williamson County EMS allows billing agent to bulk write off contractual allowances for Medicare and Medicaid.

All other potential write off's will be returned monthly to Williamson County EMS for review and final determination, unless otherwise agreed upon in writing as per the Write Off policy.

EMS will not bill any patient transferred from Williamson County Jail, 306 W 4th St. or 508 S Rock, Georgetown, Texas

Glucometer – Billing will apply 1 Glucometer equipment charge when Glucometer strip is checked for billing.

SWAT / LE / FD Calls: WCEMS partners with Law Enforcement Agencies / Fire Departments to provide standby assistance to their team members. On occasion they treat &/or transport an LE / FD patient, WCEMS will notify billing agent to bill these calls as follows:

- **Treat & refuse** – Bill SWAT / LE / FD no transport fee & all supplies used. Patient is responsible for any deductible &/or co-insurance IF found to be non work related under Work Comp.

- **Treat & transport** – Bill as any other transport to include; base rate, mileage & all supplies used. The patient will be responsible for any deductible &/or co-insurance IF found to be non work related under Work Comp.

Williamson County EMS
Billing Procedures & Rates
Effective as of November 17, 2012

Williamson County Residents - (Identified by their billing address & zip code)

- Those who contact billing to negotiate their balance:
  - Billing may negotiate a discounted rate to meet at least the BLS or ALS base rate.
  - The patient will be responsible for any deductible or co-insurance.

Williamson County Health Plan Participants (Employee, Spouse and Dependents) As identified by WC Health Plan Group Number–

- Will be billed & processed as a County Resident effective 11/01/2011 per the Williamson County Benefits Committee

Williamson County Mileage rate change:

- Per the Williamson County Commissioners Court 11/08/2011 WCEMS mileage rate increased from $12 a loaded mile to $15 a loaded mile effective immediately.

Williamson County BLS & ALS base rate change:

- Per the Williamson County Commissions Court 11/08/2011 WCEMS BLS base rate will be $795 & ALS base rate will be $895. No dispatch or emergency fee will be added.

Outcomes:

- Dead @ scene with no intervention- No Charge
- Hospital to Helicopter/ Helicopter to Hospital Intercept - BLS Base Rate and Mileage
- MVC Patient Refusal (patient/family did not call ambulance) - No Charge
- Not a Patient Contacts – Did not request EMS, no injury – calls are not sent to billing – No Charge
- Patient Refusal (if patient/family called 9-1-1) - $282.50 No Transport Fee
- Pronounced Post Resuscitation Efforts - ALS 1 or 2 Base Rate and Supplies
- Treat and Refused Transport (your diabetics) - $282.50 No Transport Fee and Supplies
- Treat and Transfer Care- Base Rate, Mileage (if any transport occurred) and Supplies
- Treat and Transported- Base Rate, Mileage and Supplies
- Treat and Transported by Other EMS- Base Rate, Mileage (if any transport occurred) and Supplies

Williamson County EMS
Billing Procedures & Rates
Effective as of November 17, 2012

BILLING "WRITE OFF" POLICY

PURPOSE: To provide direction to contracted third party billing services for writing off un-collectable debt.

STANDARD: Third party billing services contractors who are contracted to Williamson County EMS for the purpose of medical billing and collections must adhere to these guidelines as it pertains to the contracted services.

Williamson County may contract with a private – third party billing service for the purpose of providing medical billing services. From time to time, the contractor may need direction for writing off uncollected debt. This policy is intended to provide that direction. The policy becomes effective at the time it is executed by both parties; THE CONTRACTOR and WILLIAMSON COUNTY EMS

I. EMS allows the billing contractor/agent to bulk write off contractual allowance for Medicare and Medicaid.

II. For all commercial insurance and private pay clients; all appropriate charges shall be applied uniformly without ability or probability of payment.

III. Williamson County EMS will not bill for any patient treated at or transported from the Williamson County Jail Facility, 306 W 4th Street or 508 S Rock Street, Georgetown

IV. Any account that has aged more than 180 days without activity or payment history shall be refereed to Williamson County EMS Administration for review. The billing contractor/agent must include all account documentation that demonstrates timely and efficient billing practices. This should include but not be limited to:

- Account notes
- Proof of billing statements and date of mailing(s) or electronic contact
- Summary of amount billed and any current amount received
- Summary of outstanding balances
- Evidence of payment plan if applicable

V. Williamson County Resident (identified by their billing address and zip code) (A) who contact the billing contractor/agent may negotiate a discounted rate to at least meet the BLS or ALS base rate as determined by the charge master. (B) The County Resident is responsible for deductible or co-insurance to meet at least the base rate. The billing contractor/agent must submit a bi-annual report indicating the amount of negotiated reductions for all clients.

VI. At any time the billing contractor/agent is unable to determine the appropriate process for a particular client, that account should be referred to Williamson County Administration for consultation.

VII. Any account aged more than 180 days from the original date of service without activity or payment history OR has not been processed for billing within 120 days of the original date of service must be referred to Williamson County EMS administration for disposition on the billing. The billing contractor/agent must include all account documentation. This should include but not be limited to:

- Account notes
- Proof of billing statements and date of mailing(s) or electronic contact
- Summary of amount billed and any current amount received
- Summary of outstanding balances
- Evidence of payment plan if applicable

BILLING "RETURNED PAYMENT ITEM PROCESSING" POLICY

PURPOSE: To provide direction to contracted third party billing services for returned payment item procedures.

STANDARD: Third party billing services contractors who are contracted to Williamson County EMS for the purpose of medical billing and collections must adhere to these guidelines as it pertains to the contracted services.

Williamson County may contract with a private – third party billing service for the purpose of providing medical billing services. From time to time, the contractor may need direction for the procedure for returned payment item procedures. This policy is intended to provide that direction. The policy becomes effective at the time it is executed by both parties; THE CONTRACTOR and WILLIAMSON COUNTY EMS

VIII. EMS will notify the billing contractor/agent of the occurrence.

IX. For all private pay clients; the amount of the returned item will be removed from the patient account and cash totals. EMS and the Williamson County Treasurer will facilitate any action necessary for resolution.

- Restitution received directly by billing contractor/agent via any method of repayment will be communicated immediately (prior to posting to patient account or deposit) to EMS for direction of continued processing.
- EMS will notify billing contractor/agent upon receipt of restitution to apply payment to patient account and cash totals

X. For all commercial insurance carrier pay clients; the amount of the returned item will be removed from the patient account and cash totals. The billing contractor/agent will facilitate any action necessary for resolution.

- Billing contractor/agent will notify EMS upon receipt of restitution for direction of continued processing.

BILLING "REFUND" POLICY

PURPOSE: To provide direction to contracted third party billing services for processing necessary refunds for services made via any method of payment.

STANDARD: Third party billing services contractors who are contracted to Williamson County EMS for the purpose of medical billing and collections must adhere to these guidelines as it pertains to the contracted services.

Williamson County may contract with a private – third party billing service for the purpose of providing medical billing services. From time to time, the contractor may need direction for the processing of necessary patient refunds. This policy is intended to provide that direction. The policy becomes effective at the time it is executed by both parties; THE CONTRACTOR and WILLIAMSON COUNTY EMS

XI. EMS does not allow the billing contractor/agent to execute any refund for the services provided by Williamson County EMS.

XII. Any account identified by billing contractor/agent as having been paid in excess of documented charges or by inappropriate party will be sent to EMS with back up documentation to facilitate/execute refund.

- Patient Credit Statement
- EOB's from commercial insurance carrier, Medicare or Medicaid
- Copy of private pay client check
- Credit Card payment receipt
- Request letter

XIII. Any account identified by EMS as having been paid in excess of documented charges, by inappropriate party, or requiring adjustment will be sent to contractor/agent to facilitate necessary adjustment of patient account and provide EMS with back up documentation to facilitate/execute refund.

XIV. All refunds upon approval by EMS, without regard to method of payment, will be processed by Williamson County Auditor, Accounts Payable and issued via check to appropriate party.

Williamson County EMS
Billing Procedures & Rates
Effective as of November 17, 2012

CHARGE	ITEM #	DESCRIPTION
BASE RATES / MILEAGE		
$87.50	100	SWAT / LE / FD - NO TRANSPORT FEE
$15.00	101	MILEAGE **(loaded miles)**
$795.00	102	BLS BASE RATE
$895.00	103	ALS/MICU BASE RATE
$282.050	104	NO TRANSPORT FEE
$400.00	106	EXTRICATION
$146.00	107	EXTRA ATTENDANT
$140.00	108	UNIT DECONTAMINATION
IMMOBILIZATION / SPLINTING		
$225.00	300	SPINAL IMMOBILIZATION / SUPPLIES - CID, Backboard, Cervical collar
$225.00	300	SPINAL IMMOBILIZATION - PTA/ SUPPLIES - CID, Backboard, Cervical collar
$3.50	301	TAPE
$75.00	302	HIP SPLINT
$135.00	303	TRACTION SPLINT
$75.00	304	FULL LEG SPLINT
$75.00	305	½ LEG SPLINT
$75.00	306	ANKLE SPLINT
$55.00	307	ARM SPLINT
$200.00	308	K.E.D.
$150.00	309	COMMERCIAL RESTRAINTS
$21.00	310	SAM SPLINTS
BANDAGING		
$5.00	400	4X4 NON STERILE GAUZE **(one time charge regardless of # used)**
$7.00	401	4X4 STERILE GAUZE
$22.00	402	10X30 TRAUMA DRESSING
$20.00	403	STERILE KERLIX BANDAGE
$10.00	404	TRIANGULAR BANDAGE
$150.00	405	QUICK CLOT GAUZE
$75.00	406	CAT TOURNIQUET
MISCELLANEOUS		
$12.00	500	DISPOSABLE COLD PACK
$65.00	501	O.B. DELIVERY KIT
$42.00	502	DISPOSABLE BLANKET
$3.00	503	THERMOMETER SHEATH
$8.00	504	DISPOSABLE EMESIS BAG

$11.00	505	DISPOSABLE URINAL
$17.55	506	DISPOSABLE BED PAN
$2.75	507	DISPOSABLE GLOVES
$26.00	508	DISPOSABLE LINEN KIT
$73.00	509	ISOLATION/INFECTION CONTROL KIT
$21.00	510	GOGGLES/FACE SHIELD/MASK
$120.00	511	CHEST NEEDLE DECOMPRESSION
$48.00	512	GLUCOMETER (one time charge)
$3.00	513	DEXTROSTIX/CHEMSTRIP
$12.50	514	MAD INTRANASAL DEVICE

RESPIRATORY

$135.00	600	OXYGEN ADMINISTRATION / SUPPLIES- Nasal cannula, NRB
$99.00	601	PULSE OXIMETER
$25.00	602	DISPOSABLE AIRWAY OPA/NPA
$11.00	603	NASOGASTRIC /OROGASTRIC TUBE
$75.00	604	DISPOSABLE BAG VALVE MASK
$2.00	605	BULB SYRINGE
$65.00	606	SUCTION CATHETER / SUPPLIES
$80.00	607	SUCTION PROCEDURE
$300.00	608	ADVANCED AIRWAY – NASOTRACHEAL; OROTRACHEAL; KING AIRWAY;COMBITUBE AND VIDEO LARYNGOSCOPY
$285.00	609	CRICOTHYROIDOTOMY PROCEDURE / KIT
$55.00	610	NEBULIZER
$207.00	612	CPAP
$200.00	614	END TIDAL CO2 MONITOR & SUPPLIES

I.V. THERAPY

$280.00	700	IV THERAPY / SALINE LOCK PROCEDURE & IV Catheter supplies
$280.00	700	IV THERAPY / SALINE LOCK PROCEDURE – PTA & IV Catheter supplies
$75.00	701	IV MONITORING (IV initiated by Hospital prior to EMS)
$13.00	702	BETADINE SWABS / WIPES
$20.00	703	IV ARM BOARD
$68.00	704	INTRAOSSEOUS PROCEDURE
$450.00	705	EZIO SET
$28.00	706	BLOOD DRAW PROCEDURE
$25.00	707	COLLECTION TUBES
$7.00	708	1-3CC SYRINGE / NEEDLE
$8.00	709	5-10CC SYRINGE / NEEDLE
$9.00	710	20-35CC SYRINGE / NEEDLE

CARDIOVASCULAR

$325.00	800	EKG MONITOR / INTERPRETATION /4 lead

$65.00	801	EKG PADS / 12 lead
$300.00	804	EXTERNAL PACER /DEFIBRILLATOR
$169.00	806	CPR
$120.00	807	PERICARDIOCENTESIS PROCEDURE & SUPPLIES

MEDICATIONS

$2.25	900A	ACETAMINOPHEN
$29.40	900	ALBUTEROL(PROVENTIL) INHAL
$42.17	901	ACTIVATED CHARCOAL PO
$175.00	902	ADENOCARD (ADENOSINE) 6 mg IVP
$332.15	903	AMIODARONE HCL (CORDARONE)
$1.32	904	ASPIRIN TABLET 81mg PO
$26.54	905	ATROPINE SULFATE 0.3 mg IVP
$9.57	906	ATROVENT 0.0002 INHAL / NEB
$10.23	907	BENADRYL (DIPHENHYDRAMINE) 50mg INJ.
$2.25	907B	BENEDRYL (DIPHENHYDRAMINE) 25mg TAB
$77.00	908	CALCIUM CHLORIDE 1 gm IV
$119.99	909	DEXTROSE 50% (D50) 25G/50ml IVP
$123.00	911	DILTIAZEM 25 mg (CARDIZEM) IVP
$65.00	912	DOPAMINE DRIP
$36.00	912A	DROPERIDOL 2.5mg/ml 2ml vial
$5.81	913	EPI 1:1000 1mg / AMP
$9.20	914	EPI 1:10,000 1 mg / IV
$96.29	915	EPI-PEN INJ 0.3 mg / EPI PEN JR 0.15 mg
$60.39	915A	FENTANYL 100mcg per vial
$187.05	916	GLUCAGON 0.5-1 mg IM
$24.22	917	GLUCOSE (ORAL) GEL PO
$2.25	917A	HYDROCORTISONE 1.0% CREAM
$2.25	917B	IBUPROFEN
$39.03	917C	KETAMINE HYDROCHLORIDE 500 mg / 10 ml per vial IVP
$6.25	918	LIDOCAINE 2%-10MG IV
$138.00	919	LIDOCAINE 0.4%DRIP
$2.25	919A	LOPERAMIDER HYDROCHLORIDE TAB
$10.49	920	MAG. SULFATE 500 mg IV Drip
$23.96	921	MORPHINE SULFATE 10 mg IV
$28.00	922	NARCAN (NALOXONE) 1mg / 2 ml INJ.
$10.00	923	NITRO SPRAY / Paste / Tablet 0.4 mg
$133.65	924	NORCURON (VECURONIUM) 10 mg IV
$39.60	925	NORMAL SALINE 100 ml IV
$66.74	926	NORMAL SALINE 500 ml IV
$85.86	927	NORMAL SALINE 1000 ml IV

$85.86	928	NORMAL SALINE IRRIGATION
$81.68	929	NUBAIN (NALBUPHINE) 10 mg IV
$16.74	930	PITOCIN (OXYTOCIN) 10 UNITS IV
$119.00	930A	ROCURONIUM 100mg/ 10ml vial
$5.18	931	SALINE FLUSH INJ. 3 cc
$9.71	932	SODIUM BICARB. 0.084 50 cc IVP
$45.00	933	SOLU-MEDROL (METHYLPREDNISOLONE) 125 mg / 2 cc
$19.00	934	SUCCINYLCHOLINE 20mg\1ml
$79.07	935	STERILE WATER IRRIG.
$36.00	935A	TETRACAINE DROPS
$13.66	936	VALIUM (DIAZEPAM) 5 mg IM / IV
$27.59	937	VERSED (MIDAZOLAM HCI) 1 mg
$102.00	938	ZOFRAN (ONDANSETRON) 4mg / 2ml

Commissioners Court - Regular Session **23.**

Meeting Date: 05/19/2020

Sheriff's Office Docking Stations

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 purchase of 56 vehicle docking stations, 28 desktop docks and 28 adapters for replacement from Ingram Technologies, LLC in the amount of $53,560, pursuant to DIR Contract #DIR-TSO-4025.

Background

This purchase will support the operations of the Williamson County Sheriff's Office. The quotes attached from Ingram Technologies outline the pricing of the different docking stations and adapters. These are replacements. This expenditure will be charged to 01.0100.0560.0003010. Department contact is Chief Tim Ryle.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote 1

Quote 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/13/2020 03:25 PM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 08:27 AM
Form Started By: Erica Smith		Started On: 05/04/2020 10:32 AM
Final Approval Date: 05/14/2020		

Ingram Technologies LLC

c/o Scott Ingram
PO Box 203324
Austin, TX 78720

Quote

Date	Estimate #
4/24/2020	2716

Name / Address	Ship To
Williamson County ITS Information Technologies Srv 301 SE Inner Loop-Suite 105 Georgetown, TX 78626	Williamson County ITS Information Technologies Srv P.O.Number: 301 SE Inner Loop-Suite 105 Georgetown, TX 78626

Rep
SAI

Description	Qty	MSRP	Price	Total
DIR-TSO-4025 Good for 60 Days Quote: D-0000gXfi9QAC Rev#: 8 Bluestar quote 80201353				
If you are using the DIR, it has to be this Panasonic SKU: HA-33LDS0L Havis SKU: DS-PAN-1112 MSRP: $1,476.14 Docking station for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply	56	MSRP: $1,476.14	780.35714	43,700.00T
Standard TX DIR Shipping Included				0.00

Thank you PAID

Sales Tax (0.00)	$0.00
Total	$43,700.00

Signature _____

Ingram Technologies LLC

c/o Scott Ingram
PO Box 203324
Austin, TX 78720

Quote

Date	Estimate #
4/24/2020	2717

Name / Address	Ship To
Williamson County ITS Information Technologies Srv 301 SE Inner Loop-Suite 105 Georgetown, TX 78626	Williamson County ITS Information Technologies Srv 301 SE Inner Loop-Suite 105 Georgetown, TX 78626

Rep
SAI

Description	Qty	MSRP	Price	Total
Panasonic DIR-TSO-4025 Good For Sixty Days				
CF-VEB331U MSRP: $399.00 Desktop Dock for CF-33. Requires Premium Keyboard (sold separately). Ethernet (2), HDMI, VGA, USB 2.0 (4), USB 3.0 (2), Serial, Power, Docking Connector, Kensington Lock, Release Lever and Power Button. **No AC Adapter included**	28		289.28571	8,100.00T
CF-AA5713AM MSRP: $87.00 Panasonic CF-AA5713AM AC Adapter AC ADP F/CF-33	28		62.85714	1,760.00T
Standard Shipping Included			0.00	0.00

Sales Tax (0.00)	$0.00
Total	$9,860.00

Signature _____

Commissioners Court - Regular Session **24.**

Meeting Date: 05/19/2020

Authorization to Advertise IFB 4713 Williamson County Hygiene Products for Jail

Submitted For: Randy Barker **Submitted By:** Laura Zavala, 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 Hygiene Products for Williamson County Jail under IFB #4713.

Background

This Invitation for Bids (IFB) is for the hygiene products for Williamson County Jail. Technical Contact Christopher Watts. Funding Source 01.0100.0570.003009 for fiscal year 2019-2020.

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 06:33 PM
County Judge Exec Asst.	Andrea Schiele	04/29/2020 09:31 PM
Form Started By: Laura Zavala		Started On: 04/28/2020 01:51 PM
Final Approval Date: 04/29/2020		

Commissioners Court - Regular Session **25.**

Meeting Date: 05/19/2020

Sheriffs Office Evidence Lockers

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 Southwest Solutions Group, Inc to provide installation of new evidence lockers at the Williamson County Sheriff's Office in the amount of $46,855.00 per the terms of Sourcewell Contract # 031715KI and authorizing execution of the agreement.

Background

This agreement is for installation of four pass-through evidence lockers at the Williamson County Sheriff's Department. Department point of contact is Tom Stanfield. Funding Source 01.0100.1008.005300.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/13/2020 03:23 PM
County Judge Exec Asst.	Andrea Schiele	05/13/2020 03:58 PM
Form Started By: Andrew Portillo		Started On: 04/27/2020 04:53 PM
Final Approval Date: 05/13/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR EVIDENCE LOCKERS INSTALLATION AND RELATED SERVICES FOR SHERIFF'S OFFICE

(Sourcewell Coop Cont. #031715KII)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Southwest Solutions Group, Inc. (hereinafter "Service Provider")**, 2300 Greenhill Dr. Bldg. H Suite 800 Round Rock, TX 78664 (800-803-1083). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Statement of Work/Proposal, dated April 16, 2020, which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $46,855.00.**

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

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:	$1,000,000	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

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

V.

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

A. As described in the attached Statement of Work/Proposal, dated April 16, 2020, which is incorporated herein as if copied in full;

B. Sourcewell RFP and Contract #031715KII, including addenda and related documents; and

C. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

IX.

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

X.

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

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

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

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	J. Calvin Miller, CFO/COO
Printed Name	Printed Name
Date: _____ ____, 2020	Date: April 22, 2020

Exhibit(s)
Statement of Work/Proposal dated April 16, 2020

Southwest Solutions Group, Inc.
2300 Greenhill Dr.
Bldg. H Suite 800
Round Rock, TX 78664
Phone: (800) 803-1083

www.southwestsolutions.com

SOUTHWESTSOLUTIONSGROUP
business efficiency systems

Quote # 116605

Date: April 16, 2020
Project # 89040

Quote valid for 30 days.

Credit Card payments over $25,000 are subject to a 2.50% Convenience Fee

BILL TO:

Williamson County Sheriff's Office
508 South Rock Street
Georgetown, TX 78626

SHIP TO:

Jennifer Smith
Williamson County Sheriff's Office
508 South Rock Street
Georgetown, TX 78626

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Tom Beirne tbeirne@southwestsolutions.com 512-203-7204	Evidence Lockers Installed	Net 30 - Billable upon delivery, payment due in 30 days	6 to 8 weeks (after receipt of order)

89040-1 Evidence Lockers SOURCEWELL 2020 INSTALLATION

LINE	DESCRIPTION	
1	Per Drawing: 89040-1 Four pass thru evidence Lockers. Includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified (non-union/non-prevailing wage) technicians during normal business hours, (8:00am-5:00pm, Monday thru Friday) cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Manufacturer standard colors. Because of market volatility impacting steel and aluminum, this quote is valid for 30 days. Purchases made after that date will require a new quote. Per Sourcewell Vendor Code: 2600 Contract: 031715-KII Purchase orders for Spacesaver product to be marked with Contract Number and mailed to: Southwest Solutions Group 2535 East State Highway 121, Suite 110-B Lewisville, TX 75056 So that we may process your order in a timely manner, Please address contract as shown above. Southwest Solutions Group D & B: 17-190-9963 Federal Tax ID: 75-2703228 Spacesaver Corporation D & B: 79-683-0029 Federal Tax ID: 39-1054766	$46,855.00

Subtotal:	$46,855.00
Plus Applicable Sales Tax:	
Total:	**$46,855.00**

Option Accepted (initial here)

Financing and leasing options are available. Call for details.

Authorized Signature: Date: P.O. #:



Commissioners Court - Regular Session **26.**

Meeting Date: 05/19/2020

Carrier Commercial Service

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 Services Contract between Williamson County and Carrier Commercial Service to provide preventive services on the Air Cooled Chillers at the Williamson County Jail, Justice Center, Cedar Park Annex and ESOC in the amount of $4,574.00 per quarter for a grand total of $18,296.00 per the terms of Buy Board Contract #558-18 and authorizing execution of the agreement.

Background

This agreement is allowing Carrier Commercial to do Preventive Maintenance on each of the following Air Cooled Chillers at the Williamson County Jail, Justice Center, Cedar Park Annex and ESOC. Department point of contact is Dale Butler. Funding Sources 01.0100.0509.004500 - 01.0100.0509.004509 - 01.0100.0509.004510 - 01.0100.0509.005300.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/13/2020 03:35 PM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 08:47 AM
Form Started By: Andrew Portillo		Started On: 05/12/2020 10:58 AM
Final Approval Date: 05/14/2020		

Carrier® Commercial Service HVAC Maintenance Plan

Standard



Prepared For:

WILLIAMSON COUNTY JUSTICE CENTER

For Service At:

WILLIAMSON COUNTY JUSTICE CENTER
405 Martin Luther King St,
Georgetown, TX 78626-4901

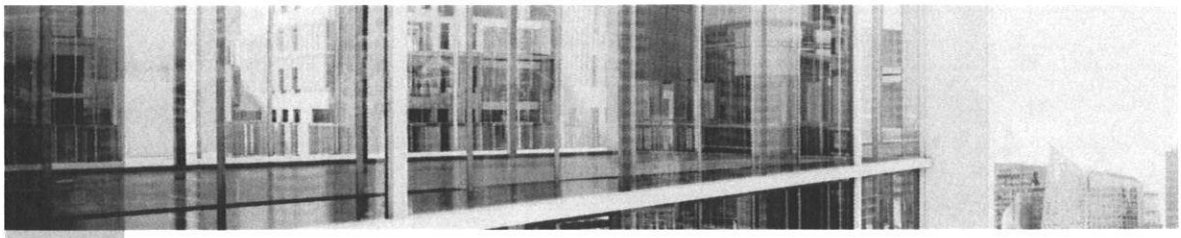
April 17, 2020

Carrier

Over 100 years of innovation

carrier.com/service

Quote #00528568
WILLIAMSON COUNTY JUSTICE CENTER



Carrier® Commercial Service

Proposed Maintenance Plan

Mr.Solis,

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

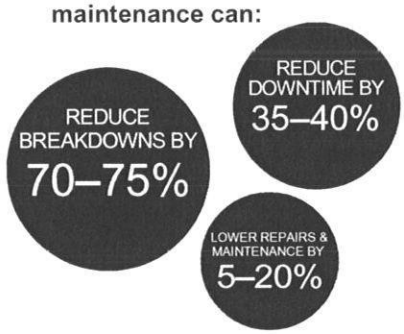
Service Plan Level:	Carrier Standard, BUYBOARD 558-18
Agreement Term:	One Year Upon Approval
Location Address:	Williamson County Jail, Williamson County Justice Center, Cedar Park Annex, ESOC

Equipment Summary:

Type	Quantity
Carrier 30RB	9
Carrier 30RA	1
Trane RTAC	2

Impact

Research has shown regular maintenance can:



Source FEMP O&M Guide – July 2004

Benefits

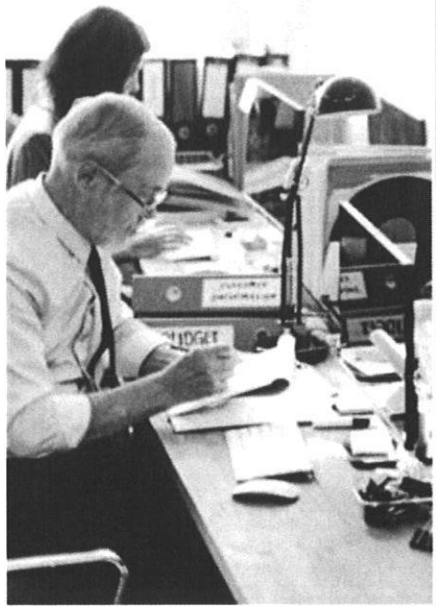
Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry's foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

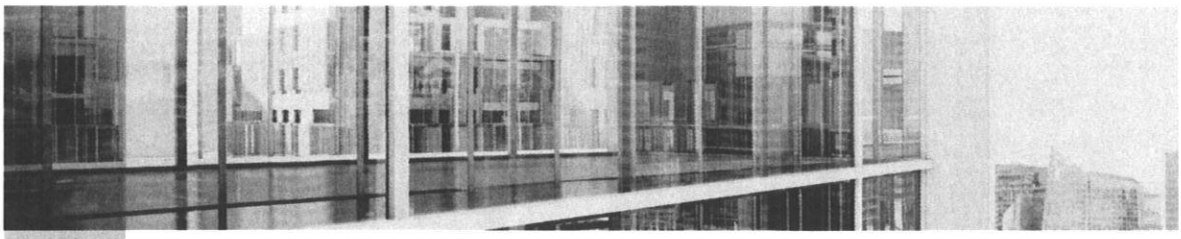
Sincerely,

Melissa House



WILLIAMSON COUNTY JUSTICE CENTER – MAINTENANCE PLAN

Quote #00528568



Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you.

Name	Title	Email
Melissa House	Service Sales Rep	melissa.house@carrier.com
David Keim	Market Manager	david.m.keim@carrier.com

Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

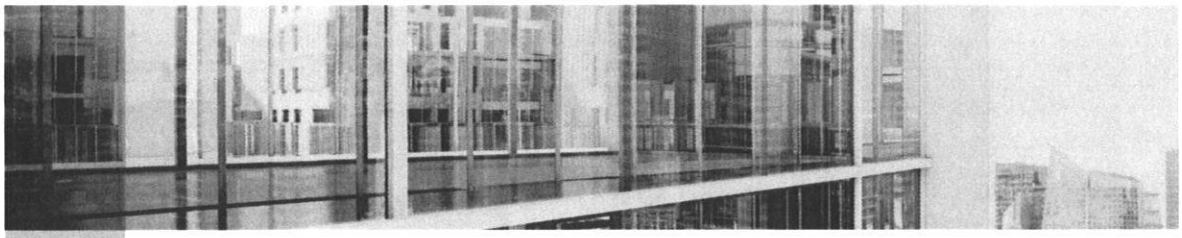
24/7 Support – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

Certified Technicians – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

Systems Expertise – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

Standard Work Procedures – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices

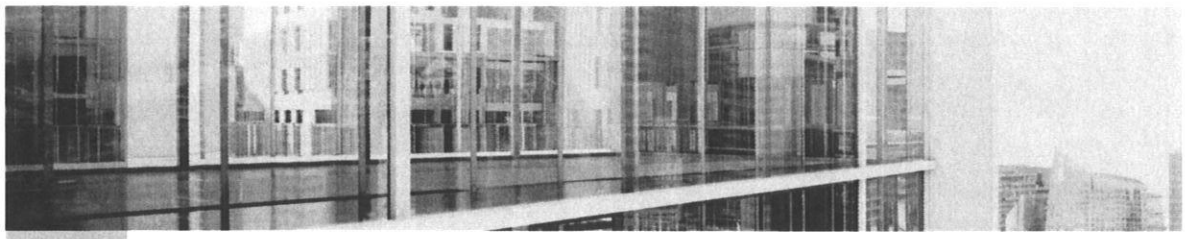
Environmental Health and Safety (EH&S) – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.



Equipment Summary

The following equipment is covered in the Carrier Standard HVAC maintenance plan.

DESCRIPTION	MFR.	MODEL	SERIAL NUMBER	QUANTITY
Air Cooled Chiller	Carrier	30RB	Multiple	9
Air Cooled Chiller	Trane	RTAC	Multiple	2
Air Cooled Chiller	Carrier	30RA	2716Q84364	1



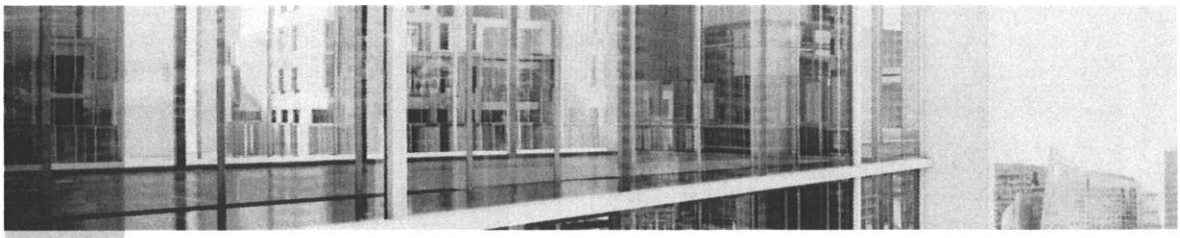
General Services Included

Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable and efficient operation. Items such as gaskets, filters, o-rings, oil, lubricants and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.



Detailed Description of Work

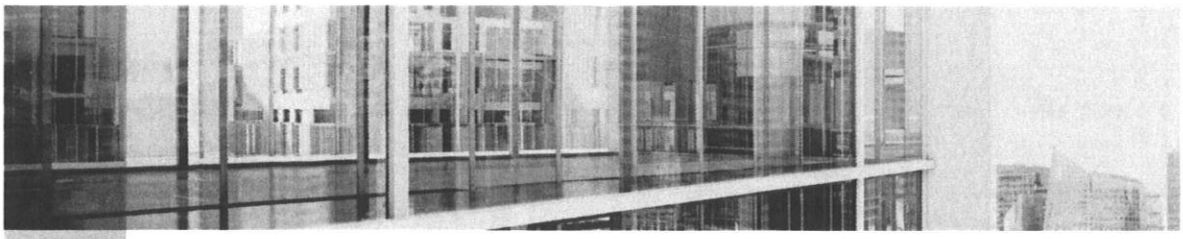
In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

CARRIER 30RB

Quantity	9
S/N	Multiple
Location	Williamson County Jail, Williamson County Justice Center, Cedar Park Annex, ESOC
Description	Air Cooled Chillers

	Frequency of services Yr1
Operating Inspection	3
Annual PM	1

*Excludes condenser coil cleaning



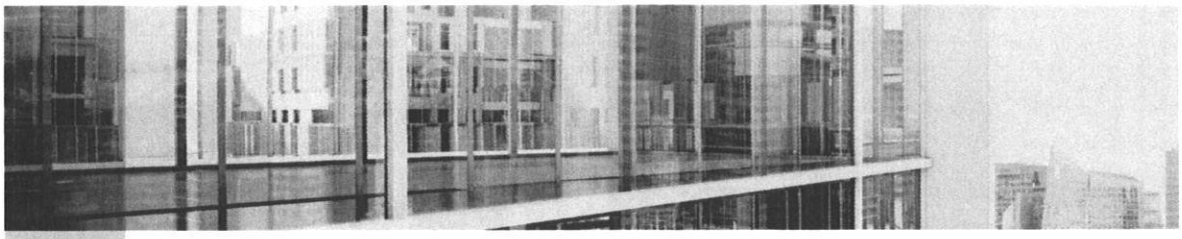
Detailed Description of Work

TRANE RTAC

Quantity	2
S/N	Multiple
Location	Williamson County Justice Center
Description	Air Cooled Chillers

	Frequency of services Yr1
Operating Inspection	3
Annual PM	1

*Excludes condenser coil cleaning



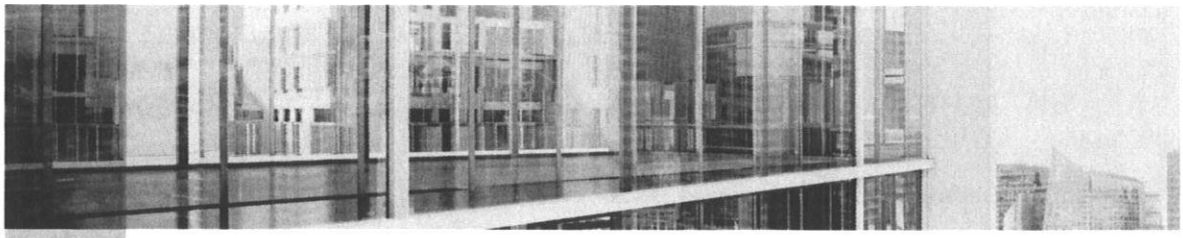
Detailed Description of Work

CARRIER 30RA

Quantity	1
S/N	2716Q84364
Location	Williamson County Jail
Description	Air Cooled Chiller

	Frequency of services Yr1
Operating Inspection	3
Annual PM	1

*Excludes condenser coil cleaning



Carrier® Service Agreement

Thomas Solis
WILLIAMSON COUNTY JUSTICE CENTER
405 Martin Luther King St
Georgetown, TX 78626-4901

Quote #: 00528568
Submitted By: Melissa House
Date: 04/17/2020

Service Plan, BUYBOARD 558-18

Carrier Standard as defined in General Services section.

Agreement Term

This Agreement shall become effective upon **approval** and shall continue for a **One (1) year** term. The Agreement shall automatically renew at each contract anniversary (see Agreement Renewal). Either party may terminate this agreement as outlined in the Terms and Conditions.

Agreement Price

Total agreement price is for One (1) year(s), payable on quarterly schedule.

Agreement price per quarter: **$4,574.00**

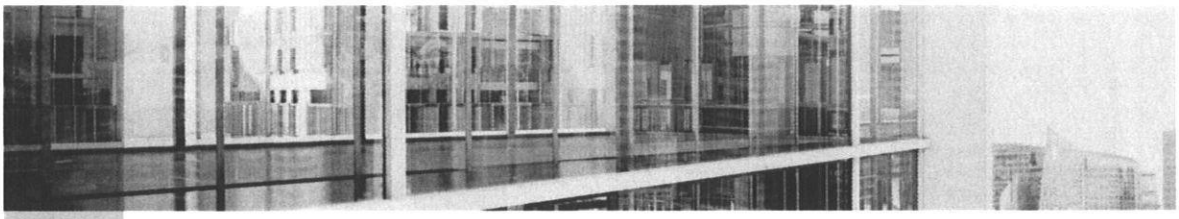
Total agreement price: **$18,296.00**

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.

Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

	David Keim
Customer Acceptance (typed/printed name)	Carrier Acceptance (typed/printed name)
	Market Manager
Title	Title
	David Keim
Customer Acceptance (signature)	Carrier Acceptance (signature)
	5/7/2020
Date	Date



Carrier® Terms and Conditions

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

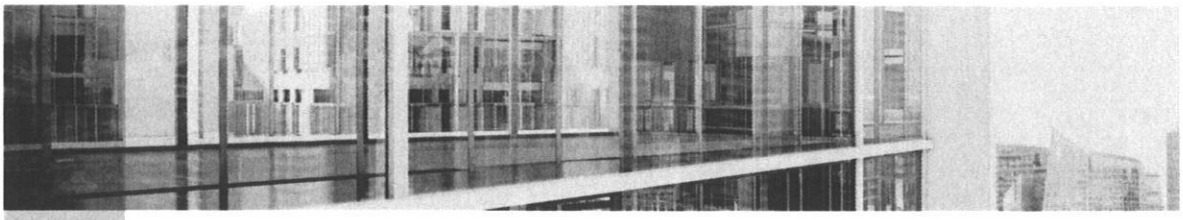
6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.



- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

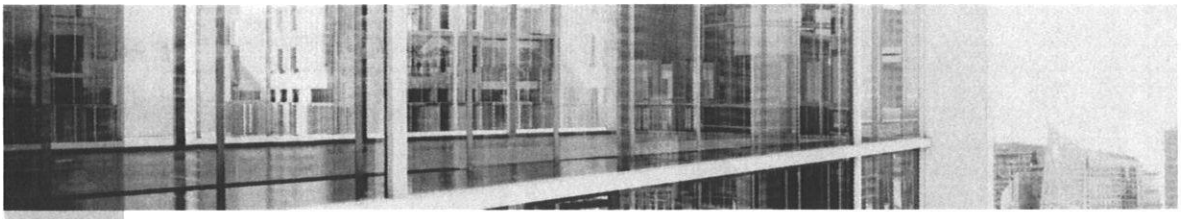
13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers. Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to



impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

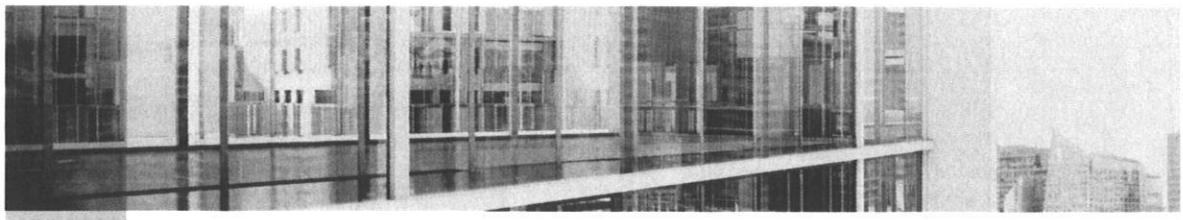
22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER,**



AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

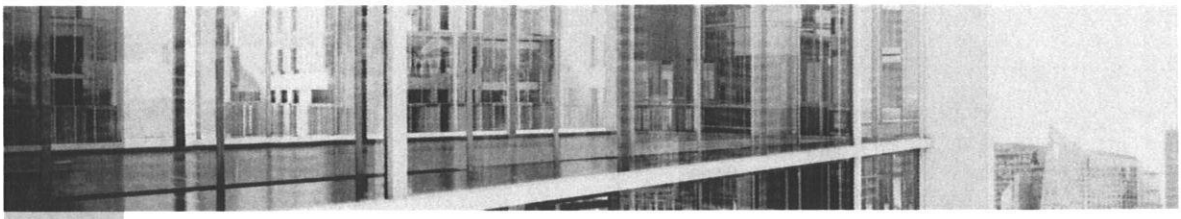
27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000. Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY - Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. Neither party receives personal data under this Agreement for monetary or other valuable consideration.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.



Carrier

Carrier

Over 100 years of innovation

carrier.com/service

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR HVAC COMMERCIAL SERVICE PLAN FOR WILLIAMSON COUNTY JUSTICE CENTER (Carrier Corporation)

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

THIS ADDENDUM TO Carrier COMMERCIAL MASTER TERMS AND CONDITIONS is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Carrier Corporation** (hereinafter "Carrier"). County agrees to engage Carrier as an independent contractor, to assist in providing certain 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. Carrier Quote, dated April 17, 2020;
B. Carrier Service Agreement, dated April 17, 2020 (marked Quote #00528568);
C. Buyboard #558-18, and addenda; and
D. This Williamson County Addendum.

II.

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

III.

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.

IV.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

V.

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.

VI.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

VII.

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

VIII.

Right to Audit: Carrier 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 Carrier which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Carrier agrees that Customer shall have access during normal working hours to all necessary Carrier 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 Carrier reasonable advance notice of intended audits.

IX.

No Assignment: This Agreement may not be assigned without the County's prior written consent.

X.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability shall be to the extent authorized under Texas law and the right to trial by jury shall not be waived.

XI.

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:

_____
Authorized Signature
Date: _____, 2020

Carrier: David Keim
Market Manager

_____
Authorized Signature
Date: May 7th, 2020

Notwithstanding anything to the contrary stated herein, the service provider retains ownership of its intellectual property and no license to service provider's intellectual property is granted except as necessary for the customer to use any deliverables and/or services provided hereunder.

Commissioners Court - Regular Session **27.**

Meeting Date: 05/19/2020

Advertisement Approval 4798 RFCSP SO Gun Range Fence Project

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Williamson County Sheriff's Office Gun Range Fencing under RFCSP #4798. Funding source is P518.

Background

Williamson County is seeking a qualified vendor to remove and replace range walls, fencing and perform related work at the Williamson County Sheriffs Office Shooting Range. Department point of contact is Bob Lubecker. Funding source P518.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/13/2020 03:30 PM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 08:39 AM
Form Started By: Thomas Skiles		Started On: 05/05/2020 08:38 AM
Final Approval Date: 05/14/2020		

Commissioners Court - Regular Session **28.**

Meeting Date: 05/19/2020

Expo Pavilion P474 - Prime Construction Change Order No. 4

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 Change Order #04 in the amount of $0.00 (Time Extension Only).

Background

This change order is to provide project completion time extension related to Weather Delays of 39 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

Prime Change Order #4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/05/2020 01:11 PM
Form Started By: Wendy Danzoy		Started On: 04/14/2020 04:22 PM
Final Approval Date: 05/05/2020		

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

CHANGE ORDER NO. 4

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. Delay Days through March 23rd, 2020 $0.00
   a. 39 days added to the contract
   b. No additional costs or General Expenses

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 : $ 0.00

Williamson County

Dale Butler 4.14.20

Signature / Date

Dale Butler

Printed Name

Prime Construction Company Inc.

Gregg Matocha 04/14/2020

Signature / Date

Gregg Matocha

Printed Name

Populous

John P. Fickel 4.14.2020

Signature / Date

John P. Fickel

Printed Name

Commissioners Court - Regular Session **29.**

Meeting Date: 05/19/2020

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. PEC Work Order #135716 1751 in the amount of $953.65.

Background

On November 26, 2019, 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 Agreement

WO#135716 URD Easement

Quote 215130 WO#135716 RR Interpretive Center

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/12/2020 10:31 AM
County Judge Exec Asst.	Andrea Schiele	05/12/2020 12:50 PM
Building Maintenance (Originator)	Wendy Danzoy	05/12/2020 05:00 PM
Hal Hawes	Hal Hawes	05/12/2020 05:59 PM
County Judge Exec Asst.	Andrea Schiele	05/13/2020 08:35 AM
Form Started By: Wendy Danzoy		Started On: 05/11/2020 02:32 PM
Final Approval Date: 05/13/2020		

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: _____

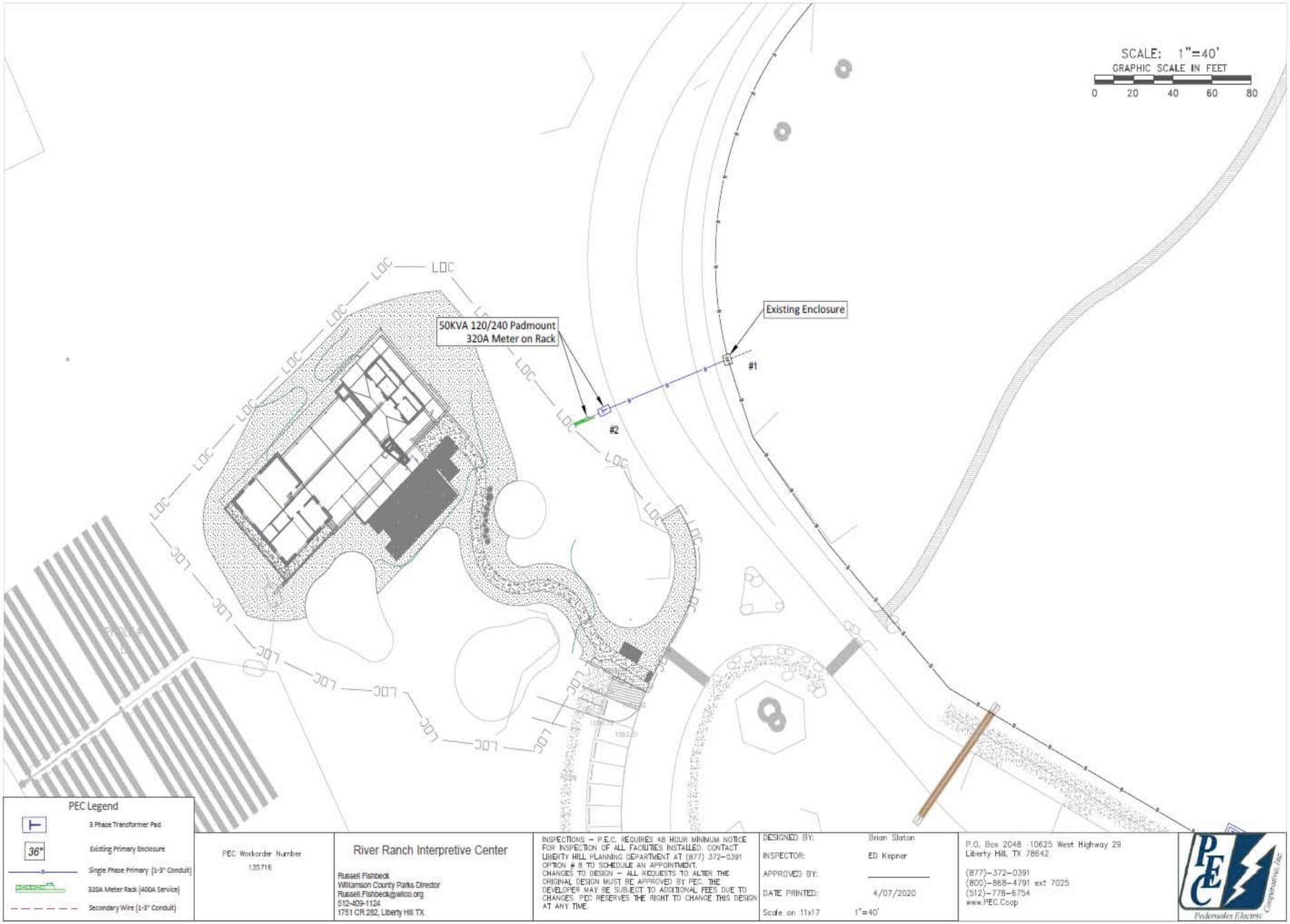
Pedernales Electric Cooperative, Inc.

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

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)

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: REVISED QUOTE WO# 135716 1751 CR 282 INTERPRETIVE CENTER_WILCO PARK

Instructions: This is your construction quote based on your meeting with our designer.
Please drop off in our drop box or mail your payment to our po box any other attached documents 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	2,678.6500	2,678.65	
PEC CONTRIBUTI	PEC Contribution	-1.000	EA	2,000.0000	-2,000.00	
CIAC-LINE EXTEN	APP FEE 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: $ 953.65

Commissioners Court - Regular Session **30.**

Meeting Date: 05/19/2020

Williamson County Parking Garage (P524) WA#2 WJE

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 Work Authorization #2 in the amount of $5,000.00 to expire on December 30th, 2020 between Williamson County and Wiss, Janney, Elstner, Inc. (WJE) for the survey monitoring of any potential long-term foundation movement as part of the Limited Structural Assessment Project.

Background

On May 6th, 2020, WJE performed a visual inspection and baseline evaluation of the site and determined the need for a survey to monitor potential long-term differential settlement and provide a better understanding of structural performance to develop recommendations for possible future expansion of the garage. This project will be funded under P524.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WA#2 Parking Garage-WJE

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/14/2020 09:22 AM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 09:43 AM
Form Started By: Wendy Danzoy		Started On: 05/14/2020 07:20 AM
Final Approval Date: 05/14/2020		

WORK AUTHORIZATION NO.2

PROJECT: Parking Garage Assessment P524

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **November 19, 2019** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Wiss, Janney, Elstner Associates, Inc.** (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 **$5000.00.**

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 30th, 2020**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Wiss, Janney, Elstner Associates, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Carl J. Larosche	_____
Printed Name	Printed Name
Senior Principal	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Fee Schedule

Attachment D - Work Schedule

Attachment A – Services Provided by County

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

Attachment B - Services to be Provided by Engineer

SCOPE OF SERVICES

To establish the baseline survey "Engineer" proposes the following tasks:

- Installation of a Benchmark - "Engineer" will install a benchmark on site, based on nearby benchmarks provided by the County, in order to measure absolute elevations from a consistent datum that can be used on future Garage elevation surveys.

- Baseline Elevation Survey - This task will consist of performing a new elevation survey along the top of columns and walls at Level 4 and along the top of cast-in place grade beams at Level 2, similar to the Macias surveys presented in JIG's 2012 report. In addition, "Engineer" will perform an elevation survey documenting the deck contours of the Garage, similar to the Steger Bizzell surveys presented in FEI's 2014 report.

- Analysis of Survey Data - Following the completion of the elevation survey, "Engineer" will issue a letter that summarizes our baseline survey and our recommendations for future monitoring.

Attachment C - Work Schedule

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

EXHIBIT D

RATE SCHEDULE

Professional Staff		Professional Support Staff	
Senior Principal	$350.00	Senior Specialist	$150.00
Principal	$290.00	Specialist	$135.00
Associate Principal	$235.00		
Senior Associate	$205.00	Senior Technician	$115.00
Associate III	$185.00	Technician II	$100.00
Associate II	$160.00	Technician I	$85.00
Associate I	$130.00		

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.

Commissioners Court - Regular Session **31.**

Meeting Date: 05/19/2020

Animal Shelter-P435 - Vaughn Change Order 19

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 Regional Animal Shelter (P-435); Vaughn Construction Change Order #19 in the amount of[DB1] $13,827.00 for civil related work on the Exterior Kennel Project. Funds will come from project contingency.

Background

This change order is to provide Installation of Root Barrier and River Gravel to the Exterior Kennel Building. Funding of $0.00 will come from project contingency. There is a time extension expected of 14 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

Animal Shelter Vaughn CO #19

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/14/2020 09:48 AM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 10:32 AM
Form Started By: Wendy Danzoy		Started On: 05/14/2020 09:18 AM
Final Approval Date: 05/14/2020		

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Williamson County
Animal Shelter Expansion
1855 SE Inner Loop
Georgetown, TX 78626

CONTRACT INFORMATION:
Contract For: General Construction
Date: 1/8/18

CHANGE ORDER INFORMATION:
Change Order Number: 019
Date: 4/7/20

OWNER: *(Name and address)*
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

ARCHITECT: *(Name and address)*
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

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. 19 includes the below listed Vaughn Change Proposals #77. For Vaughn Project No. 2491-01.
- CP No. 77 - Installation of Root Barrier and River Gravel to Exterior Kennel Building

The original Contract Sum was	$	9,499,295.00
The net change by previously authorized Change Orders	$	288,000.00
The Contract Sum prior to this Change Order was	$	9,787,295.00
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	9,787,295.00

The Contract Time will be increased by Fourteen (14) days.
The new date of Substantial Completion will be 12/14/19

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.

ARCHITECT	CONTRACTOR	OWNER
Jackson & Ryan Architects *(Firm name)*	J.T. Vaughn Construction, LLC *(Firm name)*	Williamson County, Texas
SIGNATURE	SIGNATURE	SIGNATURE
Martha Seng	Mike Simpson	~~Tom Stanfield~~ Dale Butler
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	5/7/2020 DATE	5/11/20 DATE

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User Notes:
(3B9ADA46)

VAUGHN
CONSTRUCTION

1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

March 23, 2020

Dale Butler
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0077

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Installation of Root Barrier and River Gravel to Exterior Kennel Building 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: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0077

QUOTATION :

Item	Labor	Materials	Subs	Total
Installation on Root Barrier and River Grave to Exterior Kennel Building	$0.00	$0.00	$13,366.00	$13,366.00
CM Fee	$0.00	$461.00	$0.00	$461.00
To be funded by Owners Contingency	$0.00	$(13,827.00)	$0.00	$(13,827.00)
Totals	$0.00	$(13,366.00)	$13,366.00	$0.00
	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			**$0.00**

TIME EXTENSION TO CONTRACT: 14 Days

Submitted Date: 3/23/2020

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

MALDONADO

NURSERY & LANDSCAPING, INC.

ADDITIONAL WORK AUTHORIZATION

To:	**Vaughn Construction**	**Fax/Email:**	
From:	**Justin Bishop**	**No. Of Pages:**	**1**
Re:	**Williamson County Animal Shelter**	**Proposal Request No.:**	**12**
Job #:	**585053**	**Maldonado AWA No.:**	**12a**
Date:	**3/12/2020**	**cc:**	**Job File / Donna Kowalik**

Maldonado Nursery & Landscape is pleased to provide a quote for the landscape / irrigation development services for the above referenced project.

The quote provided is based on the plans and specifications noted below, when no specification is provided Maldonado Nursery & Landscaping, will use those practices as commonly accepted by the TNLA (Texas Nursery & Landscape Association).

Plans: Plan Sketch Provided

Specifications: Original contract requirements

Scope: Note as Follows: Labor, materials and equipment necessary to complete the follow items. Excavation +- 4" and haul off excess spoils. Install weed barrier fabric and 2" – 4" Brazos river rock +- 4" depth. Area of coverage to include +- 3,750 sf around the exterior kennel.

- **Seeding with Erosion Mat $ 18,199**

Ve Option – Use of Native 1 ½" River Rock – DEDUCT ($ 4,833)

Exclusions: Tax, Cost of bond, Water Meter, Cost of Water for Establishment & Maintenance, sub grade preparation.

*Should you accept this work, note your authorization to proceed in the space provided below. Return a signed copy to Maldonado followed by a properly executed change order as per the terms and conditions of the original subcontract agreement referencing this project.

Authorization to proceed: _____ **Date:** _____

Company: _____ **PO# / CO#** _____

Irrigator In Charge: Jerry Maldonado - License No. LI0003896 Expiration 04/30/2018

Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711-3087 TCEQ's website is: www.tceq.state.tx.us.

Commissioners Court - Regular Session **32.**

Meeting Date: 05/19/2020

Medic 11 (P512) LMC CH#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 Medic 11 Project (P-512); LMC Corporation Change Order #2 in the amount of $13,811.32 for civil related work on the drive apron. Funding will come from project contingency.

Background

This change order is to provide changes in scope to Medic 11 Bay driveway apron from asphalt to concrete. There is a time extension expected of 30 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

Medic 11 LMC CO#2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/14/2020 10:25 AM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 11:42 AM
Form Started By: Wendy Danzoy		Started On: 05/14/2020 09:43 AM
Final Approval Date: 05/14/2020		

CHANGE ORDER No. 2

Project: EMS Medic 11 Addition
RA# 1901.2
Owner: Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Architect: Reliance Architecture, LLC
13813 Ann Pl
Austin, TX 78728
Contractor: LMC Corporation
10812 Hillpoint
San Antonio, TX 78217

Items Initiated By:

Owner:	O
Architect:	A
Contractor:	C
Field Conditions:	F
Code / Regulatory:	R

Date of Issuance: May 11, 2020
Date of Contract: December 30, 2019

You are hereby directed to make the following change(s) in this Contract:

Description	By	Days	Dollar Amount
Change apron at new EMS Medic 11 Bay from asphalt to concrete.	O	30	$13,811.32

The original Contract Sum was:	$149,888.47
Net change by previously authorized Change Orders	$0.00
The Contract Sum prior to this Change Order was:	$149,888.47
The Contract Sum will be adjusted by this Change Order by:	$13,811.32
The new Contract Sum:	$163,699.79
The Contract Time will be adjusted by:	30 days
The updated Contract Completion Date is:	June 12, 2020

Not valid until signed by both the Owner & Architect. Signature of the Contractor indicates his agreement herewith, including any adjustments in the Contract Sum or Contract Time.

Reliance Architecture, LLC	Williamson County	LMC Corporation
ARCHITECT	OWNER (Authorized)	CONTRACTOR
BY: Antonio Naylor, AIA	BY: Dale Butler	BY: Zring Kareem
DATE: May 11, 2020	DATE: 5/11/2020	DATE: 5/11/2020

Work Order Signature Document

ezIQC Buy Board Contract No.: 520-16 Area G - LMC

[ ] **New Work Order** [X] **Modify an Existing Work Order**

Work Order Number.: 072853.01 Work Order Date: 05/07/2020

Work Order Title: Williamson County - Medic 11 EMS Bay Addition_Supplemental 1

Owner Name:	County of Williamson	Contractor Name:	LMC Corporation
Contact:	Tom Stanfield	Contact:	Zring Kareem
Phone:	512-818-4180	Phone:	210-643-9392

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 520-16 Area G - LMC.

Brief Work Order Description:

Medic 11 EMS Bay Addition: Fire Lane.

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $13,811.32

Owner Purchase Order Number:

Approvals

Owner Date

Zring Kareem 5/11/2020
Contractor Date

Detailed Scope of Work

To: Zring Kareem
LMC Corporation
9191 Winkler Drive, Suite A
Houston, TX 77017-5967
210-643-9392

From: Tom Stanfield
County of Williamson
301 SE Inner Loop
Georgetown, TX 78626
512-818-4180

Date Printed: May 07, 2020

Work Order Number: 072853.01

Work Order Title: Williamson County - Medic 11 EMS Bay Addition_Supplemental 1

Brief Scope: Medic 11 EMS Bay Addition: Fire Lane.

☐ **Preliminary**	☐ **Revised**	☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

1. Concrete Apron: excavation, fill, compact and pour concrete in area. Not to exceed 1,022.23 Sf.
2. Concrete Fire Lane: excavation, fill, compact and pour concrete in area. Not to exceed 635.37 SF
3. Credit for Asphalt removed from scope.
4. Credit for concrete area removed from scope.

Note:

- Any changes to square footage will be priced in a supplemental work order.
- Extend contract 30 calender days to if approved.

Subject to the terms and conditions of JOC Contract **520-16 Area G - LMC**.

Zring Kareem _____ 5/11/2020
Contractor Date

_____ _____
Owner Date

Contractor's Price Proposal - Summary

Date: May 07, 2020

Re:

IQC Master Contract #:	520-16 Area G - LMC
Work Order #:	072853.01
Owner PO #:	
Title:	Williamson County - Medic 11 EMS Bay Addition_Supplemental 1
Contractor:	LMC Corporation
Proposal Value:	$13,811.32

Credit Back	**-$4,484.90**
Entry Apron	**$10,887.60**
Fire Lane	**$7,408.62**
Proposal Total	**$13,811.32**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: May 07, 2020

Re:

IQC Master Contract #:	520-16 Area G - LMC
Work Order #:	072853.01
Owner PO #:	
Title:	Williamson County - Medic 11 EMS Bay Addition_Supplemental 1
Contractor:	LMC Corporation
Proposal Value:	$13,811.32

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			

Credit Back

1	03 31 13	00 0036		CY	>6", By Direct Chute, Place 3,000 PSI Concrete Slab On Grade									-$959.60
				Installation		Quantity		Unit Price		Factor	=	Total		
						-6.00	x	126.13	x	1.2680		-959.60		
2	03 31 13	00 0036	0029	MOD	For 3,500 PSI Concrete, Add									-$43.90
				Installation		Quantity		Unit Price		Factor	=	Total		
						-6.00	x	5.77	x	1.2680		-43.90		
3	03 35 16	00 0005		SF	Concrete Floor Finishes, Final Float									-$459.12
				Installation		Quantity		Unit Price		Factor	=	Total		
						-496.00	x	0.73	x	1.2680		-459.12		
4	32 12 13	13 0002		SY	Tack Coat, 0.05 Gallon/SY									-$64.67
				Installation		Quantity		Unit Price		Factor	=	Total		
						-150.00	x	0.34	x	1.2680		-64.67		
5	32 12 13	19 0002		SY	Surface Prime Coat, 0.28 Gallon/SY									-$180.69
				Installation		Quantity		Unit Price		Factor	=	Total		
						-150.00	x	0.95	x	1.2680		-180.69		
6	32 12 16	13 0018		SY	3" Thick Surface CourseIncludes placement, rolling, finishing and sweeping.									-$2,776.92
				Installation		Quantity		Unit Price		Factor	=	Total		
						-150.00	x	14.60	x	1.2680		-2,776.92		

Subtotal for Credit Back **-$4,484.90**

Entry Apron

7	01 22 23	00 0258		DAY	2,400 LB Capacity, 72" Wide, Skid-Steer Loader (Bobcat) With Full-Time Operator									$2,377.80
				Installation		Quantity		Unit Price		Factor	=	Total		
						3.00	x	625.08	x	1.2680		2,377.80		
8	01 71 13	00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.									$380.40
				Installation		Quantity		Unit Price		Factor	=	Total		
						1.00	x	300.00	x	1.2680		380.40		
9	03 21 16	00 0006		LF	#3, Grade 50, Beams And Girders, Epoxy Coated Steel Reinforcement Bar									$1,389.22
				Installation		Quantity		Unit Price		Factor	=	Total		
						2,739.00	x	0.40	x	1.2680		1,389.22		
10	03 31 13	00 0005		SF	6" 3,000 PSI Slab On Grade Concrete Slabs Assembly									$6,740.18
				Installation		Quantity		Unit Price		Factor	=	Total		
						1,022.23	x	5.20	x	1.2680		6,740.18		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 072853.01
Work Order Title: Williamson County - Medic 11 EMS Bay Addition_Supplemental 1

Subtotal for Entry Apron **$10,887.60**

Fire Lane

11	01 22 23 00 0258	DAY	2,400 LB Capacity, 72" Wide, Skid-Steer Loader (Bobcat) With Full-Time Operator									$2,377.80
		Installation	Quantity 3.00	x	Unit Price 625.08	x	Factor 1.2680	=	Total 2,377.80			
12	01 71 13 00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.									$380.40
		Installation	Quantity 1.00	x	Unit Price 300.00	x	Factor 1.2680	=	Total 380.40			
13	03 21 16 00 0006	LF	#3, Grade 50, Beams And Girders, Epoxy Coated Steel Reinforcement Bar									$461.04
		Installation	Quantity 909.00	x	Unit Price 0.40	x	Factor 1.2680	=	Total 461.04			
14	03 31 13 00 0005	SF	6" 3,000 PSI Slab On Grade Concrete Slabs Assembly									$4,189.38
		Installation	Quantity 635.37	x	Unit Price 5.20	x	Factor 1.2680	=	Total 4,189.38			

Subtotal for Fire Lane **$7,408.62**

Proposal Total **$13,811.32**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

Subcontractor Listing

Date: May 07, 2020

Re:

IQC Master Contract #:	520-16 Area G - LMC
Work Order #:	072853.01
Owner PO #:	
Title:	Williamson County - Medic 11 EMS Bay Addition_Supplemental 1
Contractor:	LMC Corporation
Proposal Value:	$13,811.32

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

Commissioners Court - Regular Session **33.**

Meeting Date: 05/19/2020

JP4 Repairs and Modifications Funding (P431) Reliance WA#4

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 Work Authorization #4 in the amount of $33,930.00 to expire on April 1, 2021, under Williamson County Agreement for Architectural and Engineering Services, date January 30 th, 2019 between Williamson County and Reliance Architecture, LLC for the Pre-Design Investigation & Assessment for the JP 4 Repairs and Modifications (P431) Project.

Background

This project will be funded under P431. The A/E will provide pre-design assessment with recommendations and budgets, remediation design and documentation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 Reliance WA#4

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/14/2020 10:25 AM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 10:49 AM
Form Started By: Wendy Danzoy		Started On: 05/14/2020 09:49 AM
Final Approval Date: 05/14/2020		

WORK AUTHORIZATION NO. 4

PROJECT: JP 4 Repairs and Modifications (P431)

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 30th, 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").

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 **$46,850.00**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30th, 2020**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

A/E:	COUNTY:
Reliance Architecture, LLC	Williamson County, Texas
By:  Signature	By: _____ Signature
Antonio Naylor, AIA ALEP Printed Name	_____ Printed Name
President/Principal Architect Title	_____ Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Fee Schedule

Attachment D - Work Schedule

Attachment A - Services to be Provided by 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.

Attachment B - Services to be Provided by Engineer

Scope of Services

Reliance Architecture's proposes the following services: Pre-Design Investigation & Assessment with Recommendations and Budgets; Remediation Design & Documentation, Bidding and Construction Phase Services. These are described in detail below under Project Scope and Architectural Services.

Project Scope and Architectural Services

Reliance Architecture understands Williamson County has an ongoing issue with the foundation at the Justice of the Peace, Precinct 4 in Taylor, Texas. The history of the foundation and record documents were provided by Williamson County in two email dated May 1, 2020. Our team will perform a forensic investigation to determine the current condition and underlying issues with the foundation. The investigation will require us to use specialized equipment to analyze the building pad and existing piers. A total of (4) sample bores will be taken to a maximum total length of 104 linear feet and laboratory tested. Pile Integrity Testing (PIT) will be done on the existing drilled piers to determine possible deficiencies. Additional analysis may be required depending on the anomalies that are identified by the PIT. Field observation and reports shall be provided on the foundation condition including condition of voids beneath grade beams. An elevation survey will be conducted by Structural Engineer. The engineer shall conduct up to two site visits and work directly with Geotech Engineer to provide a summary report with recommendations. Budgets and remediation options will be a part of the summary report. Upon approval of an option we shall produce contract documents for permitting, bidding, and performing construction phase services to implement the remediation of the foundation.

The foundation investigation will require partial removal and patching of the existing concrete flatwork adjacent to the building around existing pier construction. This work will need to be performed by others as part of the field investigation directed by the Reliance team.

We propose providing Architectural Services with Structural and Geotechnical Engineering as described above. We have provided fees based on Pre-Design Investigation and a fee for Design, Documentation and Construction Services per the approved remediation option. We expect from initiation of work authorization to complete Pre-Design services in 6 to 8 weeks and Design and Documentation in 3 to 4 weeks. Any additional hours required to complete services shall be sent in writing for approval prior to executing that work.

Attachment C - Fee Schedule

Fee Proposal

Phase 1 – Pre-Design Investigation & Assessment (Remediation Options w/ Budgets)

We propose providing our services, as described above, for a flat fee as follows:

- • (2) Exterior Borings $1,800
- • (2) Interior Borings $2.425
- • Pier Integrity Testing $7,310
- • Lab Testing $3,145
- • Geotechnical Engineering Services $4,000
- • Structural Site Observation and Documentation $4,000
- • Elevation Survey $1,500
- • Structural Engineering Services $4,950
- • Structural Summary Report (Exhibits) $1,500
- • Architectural Services (20 hours @ $165/hr) $3,300
- • TOTAL $33,930

Phase 2 – Remediation Design, Documentation and Construction Services - Phase 2 commences only if approved after completion of Phase 1.

We propose providing our services, as described above, for a flat fee as follows:

- • Architectural Design and Documentation (16 hours @ $165/hr) $2,640
- • Structural Design and Documentation $4,000
- • Permitting & Bidding (16 hours @ $165/hr) $2,640
- • Architectural Construction Services (16 hours @ $165/hr) $2,640
- • Structural Construction Services $1,000
- • TOTAL $12,920

Attachment D - Work Schedule

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

Commissioners Court - Regular Session **34.**

Meeting Date: 05/19/2020

River Ranch County Park (P315) Prime CO#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 River Ranch County Park (P-315); Prime Construction Change Order #5 in the amount of $55,834.94 for Change Events #71 for Electrical Power Supply and #72 for Maintenance Building Service Rack and Secondary Wiring. This change order is being funded through Owner's contingency from within the existing project budget.

Background

This change order is to provide changes in scope to the electrical power supply and maintenance building electrical service rack.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

River Ranch CP Prime CO#5

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/14/2020 10:25 AM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 10:55 AM
Building Maintenance (Originator)	Wendy Danzoy	05/14/2020 11:03 AM
Hal Hawes	Hal Hawes	05/14/2020 11:19 AM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 11:41 AM
Form Started By: Wendy Danzoy		Started On: 05/14/2020 09:54 AM
Final Approval Date: 05/14/2020		

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

River Ranch County Park Phase 1 Development
Change Order No. 05

This Change Order Estimate includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) **Williamson County** (Owner):

SCOPE:
Furnish and install all materials, tools and labor required for the following scopes of work:

1. Change Event #71: Electrical Power – ASI 008 $35,833.84

Includes:
- Supply and install new service rack, meter, panel, 4 pole contactor, (1) photocell, (1) time clock, wire
- Supply and install (2) HYDREL sign lights.
- Supply and install 60lf of additional underground electrical conduit complete and in place – PEC secondary
- Supply and install 1,189lf of additional underground electrical conduit complete and in place
  - Sign lights and pole lights closest to Bagdad
- Credit for wire from Headquarters to (2) pole lights closest to Bagdad Rd.

2. Change Event #72: Maintenance Bldg service Rack & Secondary Wire $20,001.10

Build new service rack and pull secondary service to maintenance building panel per PEC requirements.

Inlcudes:
- Unistrut service rack
- Additional disconnect
- Conductors that were added to scope by reducing the length provided by PEC
- 10' credit for PEC line at $68.99lf

PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM 20907 Martin Ln Pflugerville, TX 78660 (office) 512.244.7799 (fax) 512.990.9886

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 above. This change order will only become effective, in whole, with signatures from both parties noted below.

Current Contract Amount: $ 12,531,661.53

Change Order 05: $ 55,834.94

New Contract Amount: $ 12,587,496.47

Williamson County

Signature / Date

Printed Name

Prime Construction Company Inc.

4/30/20
Signature / Date

Brian Ritter
Printed Name

Design Workshop

5/5/20
Signature / Date

Claire Hempel
Printed Name

Commissioners Court - Regular Session **35.**

Meeting Date: 05/19/2020

Medic 11 CO#1 - LMC

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 Medic 11 (P512) LMC Construction Change Order #01 in the amount of $0.00 (Time Extension Only)

Background

This change order is to provide project completion time extension related to Weather Delays of 15 days. On February 25, 2020, the Williamson County Commissioners Court granted Tom Stanfield, Williamson County Facilities Project Manager, with general authority to approve change orders in relation to Williamson County Medic 11 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

Medic 11 LMC CO#1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/14/2020 12:05 PM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 12:06 PM
Form Started By: Wendy Danzoy		Started On: 05/14/2020 11:32 AM
Final Approval Date: 05/14/2020		

CONSTRUCTION CHANGE DIRECTIVE No. 001

Project: Medic 11 EMS Addition
RA# 1901.2
Owner: Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
Architect: Reliance Architecture, LLC
1306 Barrington Dr.
Austin, TX 78753
Contractor: LMC Corporation
10812 Hillpoint
San Antonio, TX 78217



March 6, 2020

Date of Issuance: March 6, 2020
Date of Contract: December 30, 2020

You are hereby directed to make the following change(s) in this Contract:

DESCRIPTION OF CHANGES:

1. The month of February presented more than anticipated rain days. LMC has submitted their rain days for approval. Those days were approved in email from Tom Stanfield 3/4/2020 and approval was concurred by Reliance Architecture.

PROPOSED ADJUSTMENTS:

- ☐ Lump sum descrease/increase of $0.00
- ☐ Unite Price of $0.00 per SF
- ☐ As provided in Section 7.3.3 of AIA Document A201-2007
- ☒ As follows: Rain Days Claimed by LMC

TIME / SCHEDULE:

The Contract Time is proposed to be adjusted. The proposed adjustment is an increase of 15 days. The new substantial completion date is May 13, 2020 as adjusted from the April 28, 2020.

INDEX OF ATTACHMENTS:

February Rain Days Exhibit from LMC

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Reliance Architecture, LLC	Williamson County	LMC Corporation
ARCHITECT	OWNER (Authorized)	CONTRACTOR
BY: Antonio Naylor, AIA	BY: TOM STANFIELD	BY:
DATE: March 6, 2020	DATE: 3-9-2020	DATE:

Reliance Architecture, LLC
13813 Ann Place, Unit A
Austin, TX 78728
(512) 758-7660
info@reliancearchitecture.com
reliancearchitecture.com

Antonio Naylor

From: Tom Stanfield <tom.stanfield@wilco.org>
Sent: Wednesday, March 4, 2020 11:10 AM
To: Accounts Receivable; Seth Ortiz; Zring Kareem
Cc: Emily Gorham; Jerry Lee; James Lee; Antonio Naylor; Alex Davila
Subject: RE: LMC Pay Application 19-2049-1
Attachments: LMC Pay Application 19-2049-1.pdf; LMC_RainDaysChangeOrder.pdf

Importance: High

Lisa,

First of all, the Architectural Team needs to be copied on Pay App Submissions (added to this reply), as their signature is requirement in the approval process

Second, your billing is excessive in regards to the PEMB –

- Billed at 100%
- Only a small portion of the PEMB Components were onsite as of my site visit on Mar
    - None of the main framing member
    - None of the perlins or girths
    - Some of the skin
- Revise to 20% for that line item

Third, your Pay App Coversheet has omitted the required 5% retainage deduction. Apply this Retainage Deduction to the revised calculations

Your Weather Day request is acceptable

Respectfully

Tom Stanfield

Project Manager
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
O: 512.943.1636
C: 512.818.4180

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From: Accounts Receivable <accountsreceivable@lmc-corporation.com>
Sent: Wednesday, March 4, 2020 9:33 AM
To: Tom Stanfield <tom.stanfield@wilco.org>
Cc: Emily Gorham <emily.gorham@lmc-corporation.com>; Jerry Lee <Jlee@lmccorp.net>; James Lee

<jlee@lodgepolecorporation.com>
Subject: LMC Pay Application 19-2049-1

EXTERNAL email: Exercise caution when opening.

Accounts Payable,

Please see the attached LMC Pay Application 19-2049-1. Should you require anything further in the processing and payment of this invoice, please do not hesitate to contact me directly.

Thank you,

Lisa Rodriguez
Accounts Receivable
O:(713)947-2422 F:(713)947-0667
AccountsReceivable@LMC-Corporation.com
9191 Winkler Dr. Ste. A Houston, TX 77017



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LMC CORPORATION
GENERAL CONTRACTORS
American Indian Owned
SBE / MBE / HUB
Est. 1989

Houston
9191 Winkler Dr. Ste. A
Houston, TX 77017
713.947.2422 (o)
713.947.0667 (f)

Dallas / Ft. Worth
214.484.9850

San Antonio
210.650.3951

Corpus Christi
361.929.6147

Tyler
903.426.3846

Lubbock
806.786.4603

Tulsa
918.622.2902

Project: **Williamson County Medic 11**

Rain Days

To: Tom Stanfield
From: Seth Ortiz
Date: Tuesday, March 3, 2020

Mr. Stanfield,

In reviewing the progress to date for the referenced project, we have noted that we have been prevented from performing our work as scheduled because of rain delays. Please see change order number 1 for the rain delays with no additional cost. Please see noted days and we kindly ask that you add the days to the contract.

Feb 5 – 0.01 (1 Day)
Feb 6 – 0.01 (1 Day)
Feb 10 – 0.23 (1 Day)
Feb 11 – 0.21 (1 Day)
Feb 12 – 0.91 (6 Days)
Feb 18 – 0.06 (1 Day)
Feb 19 – 0.08 (1 Day)
Feb 20 – 0.26 (3 Days)
Total days: 15 Days

Respectfully submitted,

Seth Ortiz
Project Manager
(210)668-5037
Seth.Ortiz@lmc-corporation.com

Sat
1

72° / 39°
Actual Temp

Precip
0.00 in

Sun
2

77° / 39°
Actual Temp

Precip
0.00 in

Mon
3

72° / 55°
Actual Temp

Precip
0.00 in

Tue
4

75° / 45°
Actual Temp

Precip
0.00 in

Wed
5

43° / 32°
Actual Temp

Precip
0.01 in

Thu
6

54° / 28°
Actual Temp

Precip
0.01 in

Fri
7

73° / 32°
Actual Temp

Precip
0.00 in

Sat
8

68° / 41°
Actual Temp

Precip
0.00 in

Sun
9

72° / 61°
Actual Temp

Precip
0.00 in

Mon
10

68° / 45°
Actual Temp

Precip
0.25 in

Tue
11

45° / 41°
Actual Temp

Precip
0.21 in

Wed
12

55° / 43°
Actual Temp

Precip
0.91 in

Thu
13

50° / 39°
Actual Temp

Precip
0.00 in

Fri
14

57° / 32°
Actual Temp

Precip
0.00 in

Sat
15

64° / 36°
Actual Temp

Precip
0.00 in

Sun
16

75° / 48°
Actual Temp

Precip
0.00 in

Mon
17

77° / 55°
Actual Temp

Precip
0.00 in

Tue
18

68° / 48°
Actual Temp

Precip
0.06 in

Wed
19

48° / 46°
Actual Temp

Precip
0.08 in

Thu
20

50° / 41°
Actual Temp

Precip
0.26 in

Fri
21

50° / 36°
Actual Temp

Precip
0.00 in

Sat
22

63° / 43°
Actual Temp

Precip
0.00 in

Sun
23

66° / 52°
Actual Temp

Precip
0.00 in

Mon
24

68° / 54°
Actual Temp

Precip
0.00 in

Tue
25

66° / 45°
Actual Temp

Precip
0.00 in

Wed
26

54° / 37°
Actual Temp

Precip
0.00 in

Thu
27

63° / 30°
Actual Temp

Precip
0.00 in

Fri
28

72° / 36°
Actual Temp

Precip
0.00 in

Sat
29

73° / 41°
Actual Temp

Precip 0.00 in

project weather

To: Zring Kareem <Zring.Kareem@lmc-corporation.com>, robert.harrison@LMC-Corporation.com <robert.harrison@lmc-corporation.com>
Cc: Ryan Burwell <R.Burwell@gordian.com>, Antonio Naylor <antonio@reliancearchitecture.com>, Alex Davila <alex@reliancearchitecture.com>

Zring,

Just to confirm in writing, the previously discussed Weather Delays….

While it is not yet a formal written County Facilities Policy, the following has been the generally accepted approach to Weather Days….

- One weather day for each day of documented precipitation
- Additional Drying Day for each 0.10" for rain
- Overlapping days only counted once
- Third party documentation….Accuweatrher.com or such…that is independently verifiable https://www.accuweather.com/en/us/round-rock/78664/february-weather/2144323?year=2020&view=list
- Weather Delay requests submitted monthly with the Pay Apps

So, based on the above, LMC would currently have 5 Weather Days this month

- 0.01" on 2/5 = 1 day
- 0.01" on 2/6 = 1 day
- 0.23" on 2/10 = 3 days (1 day for event + 2 day Drying)

Let me know if you should have any questions

Tom Stanfield

Project Manager
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
O: 512.943.1636
C: 512.818.4180

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mistake, please notify the sender immediately and destroy all forms of this communication.

Reply Reply all Forward

Commissioners Court - Regular Session **36.**

Meeting Date: 05/19/2020

Awarding RFQ 2832 Child Advocacy Center New Building Design

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 #2832 Williamson County Child Advocacy Center New Building Design to the overall most qualified respondent, BLGY Architecture and authorizing execution of the agreement. Funding source P530.

Background

Purchasing solicited sealed statements of qualifications for the design of a new building for the Child Advocacy Center. 36 firms participated in the RFQ of which 6 firms submitted a response. An evaluation was held which resulted in a short list for interviews. After interviews, it was determined that BLGY was the most qualified firm. Contract negotiations resulted in a contract amount of $736,556.00. Department point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Solicitation Summary

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/14/2020 10:33 AM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 10:38 AM
Form Started By: Thomas Skiles		Started On: 05/14/2020 09:55 AM
Final Approval Date: 05/14/2020		

AGREEMENT FOR ARCHITECTURAL & ENGINEERING SERVICES

THIS AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County,** a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **BLGY Architecture,** hereinafter "A/E".

RECITALS

The County intends to **construct a new building adjacent to the existing Children's Advocacy Center to accommodate expanded operations**, hereinafter called the "Project"; and

The County desires that the A/E perform certain professional architectural and engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services.

NOW, THEREFORE, the County and the A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF AGREEMENT

The A/E agrees to perform professional architectural and engineering services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the A/E compensation as stated in the sections to follow.

SECTION II

CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional architectural and engineering services for the Project, which are acceptable to the County, based on standard architectural and engineering practices and the scope of work described on the Exhibit(s) attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. County will provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E. A/E shall be allowed to rely upon the accuracy of information supplied by the County.

D. A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

1. The Basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the Project, including any Public Hearings, satisfactory to the County and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

2. Local, state and federal documents, codes and regulations shall be used in the development of the Project. If the Project occurs outside of a municipality, the A/E shall comply with the County's current code adoption document.

3. As part of the Scope of Services, A/E shall submit its work products to County for review at regular intervals and as requested by County.

4. The detailed Scope of Services to be provided by the County for the Project is set forth herein as **Exhibit "A"** to this Agreement, and is expressly incorporated and made a part hereof.

5. The detailed Basic Scope of Services for the Project to be provided by the A/E is set forth herein as **Exhibit "B"** to this Agreement, and is expressly incorporated and made a part hereof.

SECTION III

ADDITIONAL SERVICES AND CHARGES

For the performance of the services not specifically described as Basic Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates set forth **Exhibit "C"**.

The A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of the County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required.

SECTION IV

TIME FOR PERFORMANCE

A. Time for Performance. A/E agrees to complete the services called for in **Exhibit "B"** in accordance with the Preliminary Work Schedule set forth in **Exhibit "D"**.

SECTION V

SUBMITTAL PROCESS AND REVISIONS TO A/E WORK PRODUCT

A. Submittal Process. A/E's A/E Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to herein above and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit "D"**.
2. Upon receipt of the A/E Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Scope of Services described herein) have been included in the A/E Work Products in compliance with the requirements of this Agreement. The completeness of any A/E Work Product submitted to County shall be determined by County within fourteen (14) days of such submittal and County shall notify A/E in writing within such time period if such A/E Work Product has been found to be incomplete.
3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify A/E, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
4. Within seven (7) days of determining that a particular A/E Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such A/E Work Product. If necessary, the completed work shall be returned to A/E, who shall perform any required work and resubmit it to County. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the County's opinion substantial compliance with the requirements of this Agreement has been achieved.

5. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

B. Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to the A/E Work Product as may be required to correct negligent errors or omissions so the A/E Work Product meets the needs of County, but after the approval of the A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to the A/E Work Products which are found to be in negligent error or omission as a result of the A/E's development of the A/E Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by A/E to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of the County Judge shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

SECTION VI

THE A/E'S COMPENSATION

For and in consideration of the Basic Services rendered by the A/E, the County shall pay to the A/E a lump sum amount of **$736,556** hereinafter called the "Lump Sum Amount" plus the amount payable under Section III (Additional Services).

A/E and County acknowledge the fact that the Lump Sum Amount stated above is the total estimated costs of the Basic Services to be rendered under this Agreement. This Lump Sum Amount is based upon the labor and non-labor costs estimated to be required in the performance of the various phases of Basic Services provided for under this Agreement. Compensation for Basic Services will be paid by the County in lump sum amounts by Phase as set forth in **Exhibit "C"** based on A/E completion of each Phase, as set forth in **Exhibit "D"**. An exception to this compensation procedure occurs in Phase VI – Construction Administration whereby the County will pay **1/4th** of Lump Sum Amount for Phase VI at **3**-month intervals for up to **12** months or until County approval of Phase VI completion, whichever is sooner.

SECTION VII

TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

A. Time of Payment. During the performance of the Basic Services provided for in this Agreement, as described in **Exhibit "B"**, payments for Basic Services shall be made based upon the milestones completed as described in Section VI. Upon completion of a milestone, the A/E shall submit a sworn statement to the County detailing the milestone completed and the amount of payment due for achieving the milestone.

During the performance of Additional Services as described in Section III, on or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the A/E shall submit a sworn statement to the County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the Additional Services provided for by this Agreement which were completed during such calendar month, the compensation which is due which have not been previously billed or paid. In the event the statement 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 A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E 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.

The County shall review the statements for both Basic and Additional Services within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the A/E to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

B. Interest and Late Payments. County'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 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 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.

In the event that an error appears in an invoice/application for payment submitted by A/E, County shall notify A/E of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of A/E, A/E shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by A/E beginning on the date that the payment for the invoice/application for payment became overdue.

If the error is resolved in favor of the County, A/E 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.

C. Right to Audit. A/E agrees to maintain, for a period of seven years, detailed records identifying each individual performing the 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, and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of three 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 A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E shall retain its records within the boundaries of Williamson County and further agrees that County shall have access during normal working hours to all necessary A/E 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 A/E reasonable advance notice of intended audits.

SECTION VIII

SUSPENSION AND TERMINATION

A. Suspension. County may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within thirty (30) calendar days of receipt by A/E of written Notice of Reinstatement from County. In the event such suspension of the Project or the A/E's services hereunder extends for a period of ninety (90) consecutive calendar days or more, A/E may terminate this Agreement in writing.

B. Termination. County may terminate this Agreement at any time by notice in writing to the A/E. Upon receipt of such notice, the A/E shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within sixty (60) days after receipt of notice of termination, the A/E shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County will then pay the A/E that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

The A/E shall be allowed to terminate this agreement for breach of the terms and conditions by the County.

SECTION IX

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the A/E: BLGY Architecture
8001 Centre Park Drive, Suite 150
Austin, TX 78754

Attention: Benny L. Hawkins, AIA

To the County: Williamson County Judge
Bill Gravell Jr. (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

Either party may designate a different address by giving the other party ten days written notice.

SECTION X

A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project; (b) the County is relying on A/E's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the services and its obligations under this Agreement; (c) the A/E will assign to this Project qualified individual architects and/or engineers, as required, and experienced personnel to manage those professionals, as needed, to ensure the quality of performance required herein; and (d) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services. Furthermore, A/E's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the A/E be released from any liability by reason

of such approval by the County, it being understood that the County at all times is ultimately relying upon the A/E's skill and knowledge in performing the services required hereunder.

SECTION XI

SUCCESSORS AND ASSIGNS

The County and the A/E bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the A/E shall assign or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XII

INSURANCE REQUIREMENTS

A/E shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in **Exhibit "E"** - Insurance Requirements, and shall incorporate a provision requiring direct written notice to the County at least thirty (30) days prior to any cancellation, non-renewal or material reduction of the policies. Said liability insurance policy shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement (s) issued to County, as required in **Exhibit "E"**.

A/E shall require that any and all other contractors and/or consultants engaged or employed by A/E carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. A/E shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the A/E's exercise or enforcement of any rights under this Agreement.

SECTION XIII

PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the A/E release any material or information developed in the performance of its services hereunder without the express written permission of the County.

SECTION XIV

COMPLIANCE AND STANDARDS

The A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architectural and engineering professions, and in recognition of such standards, comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and A/E's performance.

SECTION XV

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The County shall be the absolute and unqualified owner of all A/E Work Product prepared pursuant to this Agreement by the A/E and its subcontractors with the same force and effect as if the County prepared same for use solely for the construction, maintenance, or remodel of the Project to which this Agreement pertains. Copies of all completed or partially completed A/E Work Product prepared pursuant to this Agreement by the A/E shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The A/E may retain one (1) set of reproducible copies of such documents and such copies shall be for the A/E's sole use in preparation of studies or reports for Williamson County only. The A/E is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

SECTION XVI

INDEMNIFICATION

A/E 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, REASONABLE 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 A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E 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, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY A/E.

A/E 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, REASONABLE 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 A/E IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'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 A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE A/E AT THE COUNTY'S COST. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E 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 A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

SECTION XVII

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVIII

AUTHORITY OF COUNTY JUDGE

The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the A/E. The County Judge's decision shall be final. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Judge in such shall be final and binding alike on both parties hereto, subject to any civil proceedings that may result

from such decision. But nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XIX

MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION XX

SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

SECTION XXI

VENUE AND GOVERNING LAW

This Agreement shall be performable in Williamson County, Texas. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

SECTION XXII

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.

SECTION XXIII

NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

SECTION XXIV

CONSTRUCTION

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

SECTION XXV

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.

SECTION XXVI

NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

SECTION XXVII

NO WAIVER

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

SECTION XXVIII

EXHIBITS

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

a. As between this Agreement and its Exhibits or any other documents which make up this Agreement, this Agreement shall govern.

b. In the event of any conflict, discrepancy, or inconsistency among any of the other Agreement Exhibits, the A/E shall diligently review all such documents and notify the County immediately upon discovery of the same for resolution by the County.

c. Any documents not included or expressly contemplated in this Agreement do not, and shall not, form a part of this Agreement. The Agreement Exhibits are intended to be complimentary, and a requirement in one document shall be deemed a requirement in all documents.

SECTION XXIX

EXECUTION

The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. The A/E's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that A/E has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives. This Agreement shall be effective as of the date of the last party's execution of this Agreement.

WILLIAMSON COUNTY:

By: _____
Bill Gravell Jr.
Williamson County Judge

Date Signed: _____ ____, 20____

ARCHITECT OR ENGINEER:

Name of Company: BLGY, Inc.

By: Benny L. Hawkins

Printed Name: Benny L. Hawkins

Title: President

Date Signed: May 14 ____, 2020

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by A/E

Exhibit C - Fee Schedule / Hourly Rates

Exhibit D - Preliminary Work Schedule

Exhibit E - Insurance Requirements

Exhibit A

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

Services to be provided by the County will be performed in accordance with the Phases of work.

Phase I - SCHEMATIC DESIGN - Plans, Outline Specifications, and Estimate:

The County will provide the following to the 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 A/E:

E. review progress schedule, preliminary plans, specifications, and cost estimate.

F. Geotechnical investigation Report for selected site.

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. detailed site adaptation and utility extensions costs including letters of "commitment to provide services" from utility providers.

E. 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 – REGULATORY REVIEW AND PERMITS – Plans, Specifications, and Permits:

The County will perform the following for the A/E:

A. participate in any Pre-submittal Meetings required by local jurisdiction.

B. pay for initial Permit application fees.

The County will review the following for the A/E:

C. permitting and TDLR comments from review authorities.

D. proposed modifications to plans, specifications, and cost estimates to meet permitting and TDLR requirements.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD AND EXECUTION:

The County will perform the following:

A. Secure signed contract from CMAR and submit to County Judge for signature.

Phase VI - 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 VII – 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.

Exhibit B

SERVICES TO BE PROVIDED BY THE A/E

The 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 Children's Advocacy Center Annex (to be named)
1811-B SE Inner Loop, Georgetown, TX 78626 (to be addressed)
Project # P530

These services include, programming, architectural, structural, civil, mechanical, plumbing, electrical, IT and security, landscape and irrigation.

PRELIMINARY SCOPE OF WORK:

1. Plan, design, document, facilitate bidding process, provide Construction Administration and close-out coordination and documentation for a new building to include space requirements as outlined in '*CAC Annex - NEEDS PROGRAM - 2019.05.17.pdf*'

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.

Progress Reporting and Invoicing. The A/E shall invoice at the completion of each Phase I through V and Phase VII, based on the of fee breakdowns for A/E Services shown in Exhibit C - *Fee Schedule* and Exhibit D – *Preliminary Work Schedule*. For Phase VI, the A/E shall invoice at 3-month intervals for up to 12 months or at the completion of Phase VI, whichever is sooner.

The A/E shall submit each invoice in a format acceptable to the County.

The A/E shall submit monthly (at a minimum) a progress status email 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 during project Phases I through V. The A/E shall schedule milestone submittals per Exhibit D – *Preliminary Work Schedule*. After which, The Contractor shall prepare and maintain a construction schedule in Gantt chart format during project Phases VI through VII.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to the County.

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. 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 package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. The A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). The A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Design services to be provided by the A/E shall be conducted in phases as outlined herein.

Phase I - SCHEMATIC DESIGN – Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, 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. If building a new structure, determine required foundation design from geotechnical test data.

F. Determine 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.

G. Advise the County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

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.

C. When applicable, provide a plan with detailed site adaptation and utility extensions costs including letters of "commitment to provide services" from utility providers.

D. Coordinate with CMAR to provide a Design Development level cost estimate in a form acceptable to the County.

E. 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, 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. Coordinate with CMAR to provide a detailed cost estimate of the project on a form acceptable to the County.

D. Coordinate with CMAR to provide a permitting and 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 – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon acceptance of Phase III by the County, the A/E shall proceed with the following work:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to submission for permitting with the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Coordinate with CMAR to submit Plans, Specifications, and all other required documentation for Construction Permit application for the project with the local jurisdiction having review authority. Notify the County's PM of any required submittal fees to be paid by the County.

D. Submit Construction Documents and Specifications to Registered Accessibility Specialist (RAS) approved by the County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority. If multiple review cycles are required, pay for any resubmittal fees required beyond initial fees paid by the County.

F. Receive TDLR plan review comments from the Registered Accessibility Specialist (RAS).

G. Revise plans, specifications, and construction cost estimate as necessary to conform to permitting, accessibility, and budget requirements without additional charge to the County.

H. Provide deliverables in accordance with County's Design Deliverable Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon acceptance of Phase IV by the County, the A/E shall proceed with the following work:

A. Participate in a Pre-bid Meeting, answer RFI's from Sub-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.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon acceptance of Phase V 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.

F. Upon request of Contractor, Conduct Substantial Completion inspection with appropriate staff and affiliates. Prepare a list of items needing correction. Accompany County on Final Inspection to determine if all punch list items have been corrected and if construction has been completed in general accordance with the Contract Documents.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon acceptance of Phase VI by the County, the A/E shall perform the following work:

A. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

B. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

C. Upon completion of construction and prior to the request for final payment, provide electronic copies of all design materials, used to develop and administer the project.

D. Provide deliverables in accordance with County's Design Deliverable Guidelines and this Exhibit.

Exhibit C

FEE SCHEDULE / HOURLY RATES

The schedule below indicates fees for each Phase of the Project Total: **$ 736,556** 100%

58%	**BLGY Architecture**	**$ 430,544**
	BLGY Fee Reduction	$ (22,023)
17%	**Halff Associates - Civil Engineering**	**$ 128,115**
6%	**Datum Engineers - Structural Engineering**	**$ 42,000**
10%	**Hendrix Consulting Engineers - MEP Engineering**	**$ 73,582**
3%	**Studio 16:19 - Landscape Architecture**	**$ 21,095**
5%	**True North Consulting Group - Data, Comm, & Security**	**$ 33,720**
1%	**BAI - Acoustics**	**$ 7,500**

Phase I - SCHEMATIC DESIGN	**$ 117,173**	16%
BLGY Architecture	$ 70,853	
Halff Associates - Civil Engineering	$ 7,545	
Halff Associates - Surveying	$ 13,065	
Halff Associates - Geology	$ 3,600	
Datum Engineers - Structural Engineering	$ 6,305	
Hendrix Consulting Engineers - MEP Engineering	$ 8,260	
Studio 16:19 - Landscape Architecture	$ 1,985	
True North Consulting Group - Data, Comm, & Security	$ 4,060	
BAI - Acoustics	$ 1,500	

Phase II - DESIGN DEVELOPMENT	**$ 170,658**	23%
BLGY Architecture	$ 115,011	
BLGY Architecture - CAC Board Presentations	$ 6,347	
Halff Associates - Civil Engineering	$ 18,100	
Datum Engineers - Structural Engineering	$ 8,545	
Hendrix Consulting Engineers - MEP Engineering	$ 11,005	
Studio 16:19 - Landscape Architecture	$ 5,380	
True North Consulting Group - Data, Comm, & Security	$ 4,020	
BAI - Acoustics	$ 2,250	

Phase III - CONSTRUCTION DOCUMENTS	**$ 275,541**	37%
BLGY Architecture	$ 114,796	
BLGY Architecture - Control	$ 9,631	
BLGY Architecture - Meetings	$ 18,740	
Halff Associates - Civil Engineering	$ 58,230	
Halff Associates - Detention & Water Quality Pond	$ 13,505	
Datum Engineers - Structural Engineering	$ 16,290	
Hendrix Consulting Engineers - MEP Engineering	$ 22,200	
Studio 16:19 - Landscape Architecture	$ 8,780	
True North Consulting Group - Data, Comm, & Security	$ 11,120	
BAI - Acoustics	$ 2,250	
Phase IV - REGULATORY REVIEW AND PERMITS	**$ -**	0%
Phase V - BIDDING, AWARD, AND EXECUTION	**$ 17,139**	2%
BLGY Architecture	$ 7,704	
Halff Associates - Civil Engineering	$ 3,150	
Datum Engineers - Structural Engineering	$ 1,000	
Hendrix Consulting Engineers - MEP Engineering	$ 2,740	
Studio 16:19 - Landscape Architecture	$ 1,050	
True North Consulting Group - Data, Comm, & Security	$ 1,120	
BAI - Acoustics	$ 375	
Phase VI - CONSTRUCTION ADMINISTRATION	**$ 141,242**	19%
BLGY Architecture	$ 97,817	
Halff Associates - Civil Engineering	$ 8,895	
Datum Engineers - Structural Engineering	$ 8,750	
Hendrix Consulting Engineers - MEP Engineering	$ 9,720	
Studio 16:19 - Landscape Architecture	$ 2,620	
True North Consulting Group - Data, Comm, & Security	$ 12,690	
BAI - Acoustics	$ 750	

Phase VII - PROJECT CLOSE-OUT	**$ 36,825**	5%
BLGY Architecture	$ 9,631	
BLGY Architecture - TAS Coordination	$ 2,038	
Halff Associates - Civil Engineering	$ 1,025	
Halff Associates - Direct Costs	$ 1,000	
Datum Engineers - Structural Engineering	$ 1,110	
Hendrix Consulting Engineers - MEP Engineering	$ 1,082	
Hendrix Consulting Engineers - MEP Commissioning	$ 18,575	
Studio 16:19 - Landscape Architecture	$ 1,280	
True North Consulting Group - Data, Comm, & Security	$ 710	
BAI - Acoustics	$ 375	

Prime Consultant and Subconsultant individual hourly rate schedules are attached below.

WILCO CAC

DESIGN TEAM HOURLY RATES FOR ADDITIONAL SERVICES

BLGY ARCHITECTURE

Senior Principal	$234.06
Principal in Charge	$222.85
Project Manager	$192.61
Project Technician	$180.67
CADD Technician	$110.94
Intern Designer 1	$106.06
Clerical	$78.02

HALFF ASSOC.

Principal-in-Charge	$265.00
Project Manager	$195.00
Professional Engineer	$135.00
Sr. Designer	$160.00
Engineer-in-Training (EIT)	$120.00
Admin/Clerical	$80.00

DATUM ENGINEERING

Senior Principal	$325.00
Principal II	$240.00
Principal I	$210.00
Senior Project Manager	$180.00
Project Manager	$165.00
Project Engineer	$130.00
Graduate Engineer	$125.00
Senior Production Manager	$170.00
Senior Technician	$150.00
Technician II	$130.00
Technician I	$90.00
Support Personnel	$90.00
Senior Support Personnel	$160.00

HENDRIX CONSULTING ENGINEERS

Principal	$220.00
Sr Engineer	$185.00
Project Manager	$180.00
Engineer	$160.00
E.I.T.	$150.00
CAD	$90.00
Admin/Clerical	$70.00

STUDIO 16:19

Principal/ Landscape Architect	$185.00
Associate Principal/ LA/ PM	$145.00
Senior Associate/ LA/ IR	$115.00
Associate/ LA Designer	$90.00
Staff Planner/ Designer	$75.00

TRUE NORTH CONSULTING GROUP

Project Manager	$160.00
Senior Consultant	$160.00
Consultant	$135.00
Cost Estimator	$150.00
Admin/Clerical	$70.00
BIM Drafter	$70.00

BAI

Principal	$200.00
Sr. Acoustician	$175.00
Acoustician	$150.00

Exhibit D

PRELIMINARY WORK SCHEDULE

The schedule below indicates various project milestones and their respective target completion dates throughout the Project. This schedule may be refined during the course of the project but shall not predate the Agreement Execution Date nor exceed the Agreement Termination Date.

Standard end-of-phase review periods for the County shall be (12) calendar days maximum.

Agreement Execution Date	**05/19/20**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget Analysis* deliverables	06/18/20
30% Plans, Specifications and Estimate deliverables	07/20/20
County written authorization to proceed to next phase	07/30/20
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications, and Estimate* deliverables	10/28/20
County written authorization to proceed to next phase	11/09/20
Civil Site Development Permit application submittal to City	01/05/21
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications, and Estimate* deliverables	02/08/21
County written authorization to proceed to next phase	02/18/21
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans, Specifications, and Estimate* deliverables to County	02/25/21
Plans submittal to TDLR and Permit application submittal to City	03/04/21
Site Development and Construction Permits received from City	04/05/21
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate* deliverables to County	04/19/21
Phase VI - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	04/26/21
Construction Substantial Completion	01/21/22

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	02/21/22
Agreement Termination Date	**05/19/22**

* Budget Analysis and Estimate deliverables shall be produced by CMAR and dates shall be confirmed with CMAR to align with proposed Project schedule.

Exhibit E

INSURANCE REQUIREMENTS

During the term of this Agreement, A/E agrees to provide and maintain the following insurance:

A. Worker's Compensation in accordance with statutory requirements.

B. 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, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

C. 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. A/E shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

D. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the A/E's insurance must be declared and approved in writing by County in advance.

A/E shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by County. A/E shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement 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 A/E hereunder.

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. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED, REDUCED, RESTRICTED OR LIMITED UNTIL THIRTY (30) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration or mediation 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 under this Agreement and/or Exhibits which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

Solicitation summary (2832)

Details

Reference number:

Procedure: Sealed without Preselection

Description:

SOLICITATION NOTICE:

Notice is hereby given that Williamson County will be accepting sealed Statements of Qualifications for the above-mentioned project.

Williamson County prefers and request electronic submittal of this RFQ. However paper responses will currently still be received. Instruction for submission via hard-copy are included in this RFQ.

PROJECT DESCRIPTION:

Williamson County is seeking qualifications from experienced firms to provide professional Architectural/Engineering (also referred to herein as "A/E") design services and construction administration services for a new building on the existing Williamson County Child Advocacy Center site. At a minimum, the technical areas of services required are: architectural, civil engineering, structural engineering, mechanical engineering and electrical engineering professional services.

SCOPE OF SERVICES:

The Scope of Services is anticipated to be divided into the following four phases:

- Programming and Schematic Phase
- Design Phase
- Bidding or Negotiation Phase
- Construction Administration Phase

The phase will be further detailed in the solicitation document.

PRE-SUBMITTAL MEETING:

A **MANDATORY** pre-submittal meeting will be held 1/8/20 at 10:00 AM located at the Williamson County Georgetown Annex, Purchasing Training Room, 100 Wilco Way Suite P104A, Georgetown, TX 78626.

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)

Awarded supplier(s)

- BLGY Architecture (BLGY Architecture)

Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 37)
  - Hendrix Consulting Engineers, P.C.
    - Participant since : Jan 13 2020 3:59:31 PM
  - Architectural Engineers Collaborative
    - Participant since : Jan 13 2020 2:41:05 PM
  - Reliance Architecture, LLC
    - Participant since : Jan 10 2020 11:59:29 AM
  - Ramirez Simon Engineering
    - Participant since : Jan 9 2020 5:03:33 PM
  - Structures
    - Participant since : Jan 9 2020 8:51:35 AM
  - PGAL, Inc.
    - Participant since : Jan 8 2020 11:47:43 AM
  - Technical Engineering Trading Inc.
    - Participant since : Jan 8 2020 11:10:42 AM
  - KAH Architecture & Interior Design
    - Participant since : Jan 8 2020 9:42:07 AM
  - Hoover & Associates, Inc
    - Participant since : Jan 7 2020 4:12:16 PM
  - ERC Environmental & Construction Services, Inc.
    - Participant since : Jan 7 2020 3:10:43 PM
  - Town Demo
    - Participant since : Jan 7 2020 7:24:52 AM
  - Datum Engineers
    - Participant since : Jan 3 2020 7:32:53 AM
  - Brazos Valley Contractors Association
    - Participant since : Dec 31 2019 3:49:00 PM
  - Studio1619
    - Participant since : Dec 30 2019 12:22:55 PM
  - 456513047
    - Participant since : Dec 27 2019 10:53:32 AM
  - Lawrence Group
    - Participant since : Dec 20 2019 4:27:58 PM
  - Martinez Moore Engineers
    - Participant since : Dec 19 2019 3:53:27 PM
  - JQ Engineering, LLP
    - Participant since : Dec 19 2019 10:29:02 AM
  - Fuse Architecture Studio
    - Participant since : Dec 18 2019 7:59:07 PM
  - Rogers Partners
    - Participant since : Dec 18 2019 3:00:25 PM

- Gemini Mechanical Services, Inc.
  - Participant since : Dec 18 2019 9:21:40 AM
- Carter-Fentress Engineering
  - Participant since : Dec 18 2019 9:11:57 AM
- Jose I. Guerra, Inc.
  - Participant since : Dec 18 2019 5:43:56 AM
- McKinney York Architects
  - Participant since : Dec 17 2019 12:11:23 PM
- Fugro USA Land, Inc.
  - Participant since : Dec 17 2019 9:30:02 AM
- Gessner Engineering
  - Participant since : Dec 17 2019 8:22:46 AM
- DBR Engineering Consultants, Inc.
  - Participant since : Dec 17 2019 8:01:24 AM
- FD Stonewater
  - Participant since : Dec 13 2019 12:25:30 PM
  - Removed on : Dec 13 2019 12:31:09 PM
- Kitchell Contractors, Inc.
  - Participant since : Dec 12 2019 4:20:48 PM
- Amtech Solutions, INc
  - Participant since : Dec 12 2019 2:36:18 PM
- BLGY Architecture
  - Participant since : Dec 12 2019 11:03:01 AM
- Vision Technologies, Inc.
  - Participant since : Dec 11 2019 4:38:53 PM
- Moman Design, Inc.
  - Participant since : Dec 11 2019 12:59:22 PM
- M&S Engineering
  - Participant since : Dec 11 2019 10:39:09 AM
- PGAL
  - Participant since : Dec 11 2019 9:29:56 AM
- SCI Engineering, Inc.
  - Participant since : Dec 11 2019 8:35:36 AM
- CasaBella Architects
  - Participant since : Dec 11 2019 7:38:51 AM

- **Offer phase** (Number of offers in phase: 6)
  - BLGY Architecture (BLGY Architecture) Time and date of submitting: Jan 8 2020 3:19:26 PM
  - Lawrence Group (Lawrence Group) Time and date of submitting: Jan 15 2020 12:07:14 PM
  - KAH Architecture & Interior Design (KAH Architecture & Interior Design) Time and date of submitting: Jan 15 2020 12:34:42 PM
  - Reliance Architecture, LLC (Reliance Architecture, LLC) Time and date of submitting: Jan 15 2020 10:35:33 AM
  - Hoover & Associates, Inc (Hoover & Associates, Inc) Time and date of submitting: Jan 14 2020 3:46:43 PM
  - Moman Design, Inc. (Moman Design, Inc.) Time and date of submitting: Jan 15 2020 12:04:45 PM
- **Evaluation** (Number of offers in phase: 6)
  - BLGY Architecture (BLGY Architecture)
  - Lawrence Group (Lawrence Group)

- KAH Architecture & Interior Design (KAH Architecture & Interior Design)
- Reliance Architecture, LLC (Reliance Architecture, LLC)
- Hoover & Associates, Inc (Hoover & Associates, Inc)
- Moman Design, Inc. (Moman Design, Inc.)

- **Awarding** (Number of offers in phase: 1)
  - BLGY Architecture (BLGY Architecture)

Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Dec 4 2019 7:50 AM	—	Blake Skiles
Preparation	Phase	Dec 4 2019 7:50 AM	Dec 10 2019 9:30 AM	
Offer phase	Phase	Dec 10 2019 9:30 AM	Jan 15 2020 3:30 PM	
Q&A Deadline	Date	Jan 10 2020 3:00 PM	—	
Evaluation	Phase	Jan 15 2020 3:30 PM	Apr 21 2020 3:30 PM	
Award phase	Date	Apr 21 2020 3:30 PM	—	

Results

- **Offer phase** (Dec 10 2019 - Jan 15 2020)

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phase
1	BLGY Architecture	–	–	1	–	–	—	89%	Yes
2	Reliance Architecture, LLC	–	–	1	–	–	—	83%	Yes
3	Lawrence Group	–	–	1	–	–	—	79%	Yes
4	Moman Design, Inc.	–	–	1	–	–	—	77%	Yes
5	Hoover & Associates, Inc	–	–	1	–	–	—	63%	Yes
6	KAH Architecture & Interior Design	–	–	1	–	–	—	58%	Yes

- **Evaluation**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phase
1	BLGY Architecture	–	–	1	–	–	—	89%	Yes
2	Reliance Architecture, LLC	–	–	1	–	–	—	83%	No
3	Lawrence Group	–	–	1	–	–	—	79%	No
4	Moman Design, Inc.	–	–	1	–	–	—	77%	No
5	Hoover & Associates, Inc	–	–	1	–	–	—	63%	No
6	KAH Architecture & Interior Design	–	–	1	–	–	—	58%	No

- **Awarding**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score
1	BLGY Architecture	–	–	1	–	–	—	89%

Contracts

There are no contracts added

Comments

No comments

Commissioners Court - Regular Session **37.**

Meeting Date: 05/19/2020

Grant funding through the TxDOT 2020 County Transportation Infrastructure Fund

Submitted For: Robert Daigh **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request to apply for grant funding through the Texas Department of Transportation's 2020 County Transportation Infrastructure Fund Grant Program.

Background

This program provides funding assistance for roadway projects to counties in areas of the state affected by increased oil and gas production. Applications are due on May 27, 2020. McNeil Road is recommended as the County roadway project to which these funds would go. If the project is selected for funding, County matching funds must be at least 20 percent of the total grant amount. Funding Source: 0200-0210-003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Management Request Questionnaire

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 11:24 AM
Form Started By: Kelly Murphy		Started On: 05/14/2020 11:01 AM
Final Approval Date: 05/14/2020		



Grants Management Request Questionnaire

BackGround Information

Please note: The county's acceptance of a grant will generally form a contract and; therefore, the application for a grant must be considered and approved by the Commissioners Court prior to making such application.

DIRECTIONS
Please complete the answers to the best of your ability. If a question does not relate to your request, please mark it N/A (Not Applicable). If your answer requires further research, please mark it as N/R (Needing Research) and give an estimated date such information will be obtained. When finished, please print and upload the form to the Agenda.

Grant Title/Project Name: *
2020 County Transportation Grant Fund Program

Department: *
Infrasturcture

Requestor: *
Bob Daigh x

Contact Email: *
bdaigh@wilco.org

Contact Phone Number: *
512-943-3330

Start Date: *
5/20/2020

End Date: *
9/30/2021

Please select request category: *
- [ ] Asset
- [ ] Personnel
- [ ] Service

☑ Specify your own value:

Project funding assistance

If other, please specify category

Describe the purpose of the grant in detail to include all requirements.

The Texas Transportation Commission adopted rules, codified as Title 43 Texas Administrative Code §§15.180 - 15.197, that prescribe the policies and procedures governing the Texas Department of Transportation's (TxDOT) implementation of the County Transportation Infrastructure Fund Grant Program under Transportation Code, Chapter 256, Subchapter C. Pursuant to the program, TxDOT will administer a grant program using the transportation infrastructure fund and provide funding to eligible counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production. The Grant has an overall budget of $250 Million, with an estimated allocation of $103,801 for Williamson County. The Grant is to be used for roadway repair or pavement resurfacing projects. The McNeil Rd overlay project is identfied in the FY 21 Budget wth an estimated cost of $990,000.

Select the type of grant your department is applying for:

- ☐ Federal
- ☑ State
- ☐ Local
- ☐ Federal Pass-thru
- ☐ Private Foundation

What is the amount of the grant?

792,000.00

Please provide a breakdown of the total cost above.

The project used for the application is McNeil Rd Overlay with an estimated cost of $990,000. The McNeil Rd Overlay project is identified in the FY 21 Road & Bridge FY 21 Budget line item 3599 - Roadway Constr. / Maint. The TxDOT application instructs to submit the project cost for the Grant ($990,000). The TxDOT participation in the grant is 80% of the project which is $792,000.

Is there a match requirement?

- ◉ Yes
- ○ No

If yes, how much is the match amount?

$198,000

What is the source of the match?

The source of the match is Road & Bridge FY 21 Budget line item 3599 - Roadway Constr. / Maint. The total line item request for FY 21 budet is $7,764,000. McNeil Rd Overlay project is included in the list of projects for this line item.

Does the grant cover the cost of the request 100%?

- ◉ Yes
- ○ No

Other Request Questions Only

List other similar items in the County and/or region and if they available for use?

N/A

How is this item request different from any similar assets currently in the County and/or region?

N/A

What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?

N/A

Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?

N/A

Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?

N/A

Where will the item be stored?

N/A

What is the useful life of the item?

N/A

Will a replacement be requested from general funds when useful life has been exhausted? (OR)

- ○ Yes
- ◉ No

OR = category Other Request

Does this item require insurance coverage?

- ○ Yes
- ◉ No

Will this item require any form of licensing?

- ○ Yes
- ◉ No

Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?

Yes, McNeil Rd will require on-going routine maintenance. However, the routine maintenance of McNeil Rd is included in the annual budget of all county roadways.

How will this item be funded when the grant ends?

The grant is for the McNeil Road Overlay project indetified in the Road & Bridge FY 21 Budget line item 3599 - Roadway Constr. / Maint. The grant is funding assistance for the McNeil Rd Overlay project. The grant is complete when the project is completed.

Budgetary Impact

What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)

The overall budgetary impact is expense reduction.

Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.

There is no additional equipment needed if the grant is awarded.

What is the cost and frequency to maintain/update the additional equipment?

N/A

What is the impact of this grant application on other internal/county departments?

There are no impacts on other internal or county departments with this grant application.

Version: 3.0
Created at 5/13/2020 9:45 AM by James Williams
Last modified at 5/13/2020 1:03 PM by James Williams

Save Cancel

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Commissioners Court - Regular Session **38.**

Meeting Date: 05/19/2020

Fleet Grit Trap Clean Out

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 a proposal from TAS Environmental Services, L.P. for Grit Trap Cleaning Services in the amount of $3,109.10, and authorizing execution of the documents.

Background

Approval of this proposal will support the operations of the Williamson County Fleet Department. The attached Proposal outlines TAS Environmental Services' approach as well as their pricing, terms and conditions. Additional documents for signature include a Work Authorization and Third Party Authorization Form. Legal and Contract Audit have reviewed all attachments. The grit trap cleaning is a part of regular maintenance and is a budgeted expense. This expenditure will be charged to 01.0882.0882.004500. Department contact is Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

TAS Work Authorization

Third Part Authorization Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/30/2020 08:55 AM
County Judge Exec Asst.	Andrea Schiele	04/30/2020 10:34 AM
Purchasing (Originator)	Randy Barker	05/12/2020 07:43 PM
County Judge Exec Asst.	Andrea Schiele	05/13/2020 08:29 AM
Form Started By: Erica Smith		Started On: 04/29/2020 04:40 PM
Final Approval Date: 05/13/2020		

April 1, 2020

Mr. Roger Hickman
Williamson County
3151 Southeast Inner Loop, Suite B
Georgetown, Texas 78626

512.943.3345

roger.hickman@wilco.org

Re: TAS Proposal # P20-24086REV2 | Grit Trap Cleanout

Mr. Pospisil,

TAS Environmental Services, L.P. (TAS) is pleased to present this proposal to provide industrial services utilizing a vacuum truck to remove grit trap waste at the Williamson County project site located in Georgetown, Texas.

The following proposal includes a brief description of our approach to the work, a pricing schedule, a section of terms and conditions, and an acceptance form for you to complete and return. If you have any questions about the proposal or would like to discuss our approach to the work or our qualifications to complete the project in a timely, professional, and efficient manner, please do not hesitate to contact me. We appreciate the opportunity to submit a bid for this work.

Our Approach:

- All TAS employees assigned to work on this project will have received a minimum of forty hours training in hazardous materials management as required by 29 CFR 1910.120. Additionally, TAS employees have received First Aid and CPR training by.
- A tailgate safety meeting/pre-trip inspection will be conducted and documented prior to the start of each workday. Safety is our highest priority.
- Upon request, TAS will mobilize a vacuum truck with driver to the project site located in Georgetown, Texas. Once onsite, TAS will evacuate the liquids within the grit trap. All waste will be contained within the vacuum truck.
- Once at capacity, or at the conclusion of the project, TAS will transport the waste to a licensed facility for proper disposal. Once empty, TAS will perform as washout of the vacuum truck to ensure all waste has been removed.



Pricing Schedule:

- **Estimated Cost for Vacuum Truck Services** **$ 1,515.00**
  - Cost includes truck, driver, PPE and fuel
  - Based on up to ten (10) hours service
  - Demurrage will be invoiced at $130 per hour
  - Does not include disposal cost
- **Estimated Cost for Disposal** **$ 990.00**
  - Based on disposal of 1,000 gallons of waste
  - Additional gallons will be invoiced at $0.99/gal
  - Price pending profile acceptance
- **Cost for Vacuum Truck Washout (if needed)** **$ 350.00**

Services Total……. **$ 2,855.00**

- **Environmental Compliance & Insurance Fee**
  - An **8.9%** ECI will be added to the invoice total

Grand Total…… **$ 3,109.10**

- Rate plus any applicable taxes or fees.
- Standard business hours are 7:30 am to 4:00 pm, Monday through Friday. Any work conducted outside of those hours, or on weekends, would be subject to an overtime surcharge.
- TAS personnel and equipment are billed from portal to portal.
- If needed, analytical will be invoiced at additional cost.

Terms and Conditions:

- Texas Law Applicable to Indemnification: All indemnifications shall be to the extent authorized under Texas law.
- 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.
- No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Agreement.
- 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 seven (7) 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.

- 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 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 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.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
- Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Should project run materially out of scope, additional time and material charges may apply.
- Payment for services rendered to be made within 30 days from invoice date.
- Proposal pricing is valid for 30 days from the date of the proposal.

Upon your approval, please complete the attached acceptance form, authorizing approval of the proposal as an "Authorized Agent" of Carbon Environmental and agreeing to the listed Terms and Conditions including those posted on the TAS website at www.taslp.com/terms17.

Once TAS receives acceptance of the proposal, a Work Authorization Form will be forwarded for your signature. If applicable, please forward purchase order to be used for this project to service@taslp.com. TAS appreciates the opportunity to provide our services. To review our Quality Policy, EH&S Policy and our Core Values, please go to www.taslp.com/values.

Regards,

Karen Koenreich
Business Development Manager
TAS Environmental Services L.P.
512.990.9903 (office)
512.201.7388 (cell)
kkoenreich@taslp.com

Randy O'Connor
Senior Project Manager
TAS Environmental Services L.P.
817.535.7222 (office)
817.401.7675 (cell)
roconnor@taslp.com

Acceptance Form: TAS Environmental Services L.P.

Approved by: Ed Genovese

Title: CEO

Signature: E Genovese

Date: 04/17/2020

Acceptance Form: Williamson County

Approved by: _____

Title: _____

Signature: _____

Date: _____

PO #: _____

For Internal Use Only
Segment Code

WORK AUTHORIZATION

FULL COMPANY NAME ("Customer"): Williamson County, Texas Purchase Order No: P20-24086REV2 – Grit Trap Cleanout

COMPANY Physical Address : 3151 Southeast Inner Loop, Suite B, Georgetown, TX 78626

BILLING ADDRESS (If Different from Above): _____

Accounts Payable Contact Name: Este Riley Phone#: 512-943-1584 E-Mail: eriley@wilco.org

Customer Contact: Kevin Teller Telephone No.: 512-943-3368 Mobile#: 512-789-6155

Job Location: 3151 S.E. Inner Loop Georgetown, Tx 78626 Job Description: Industrial Services/Grit Trap Cleanout

AUTHORIZED AGENT: (print name) Kevin Teller (print title) Fleet Director

E-Mail: Kevin.teller@wilco.org

1. ENGAGEMENT AND AUTHORIZATION. (a) Customer acting by and through the above-identified and undersigned **authorized agent** hereby engages and authorizes TAS Environmental Services, LP ("TAS") to provide services, labor, equipment, supplies and materials to control, contain, clean-up and/or provide related services in connection with the project described above in accordance with written Proposal # P20-24086REV2. All terms and conditions contained herein and the in the proposal apply to and govern all work performed by TAS for customer, including but not limited to the date, address, and scope of work set out above. (b) The Parties further acknowledge that Customer personnel may authorize services be performed by TAS based on an oral order, which may or may not be confirmed with a written purchase order, service order, change order or other work authorization. It is the Parties' intent that TAS shall provide services based upon such oral order(s) and that Customer be bound by the terms and conditions of this Agreement with regard to the Customer's oral orders. (c) To the extent practicable, Customer shall prepare and sign one or more purchase, service and/or change orders describing in detail the scope of the services to be performed and the names of the designated representatives for Customer and TAS. Such purchase and/or service order or change orders shall be consistent with oral orders communicated by Customer to TAS. Change orders may be initiated by either Customer or TAS whenever the scope of the services is materially modified. Such purchase, service and/or change order or orders shall become an integral component of this Agreement. Whenever feasible, if the Parties subsequently agree to modify the scope of the services they shall, within (5) five calendar days of such agreement, sign a written amendment to the purchase or service order(s). Customer acknowledges that (1) TAS shall perform services based on Customer's oral authorizations and the scope of such oral authorization includes purchase, service and change orders as well as the original authorization to commence the performance of services; and (2) Customer is bound by the terms and conditions of this Agreement with regard to the Customer's oral orders; and (d) COMPANY hereby authorizes CONTRACTOR to perform all necessary services, including but not limited to waste and materials characterization and disposal of waste and materials at facilities selected by the CONTRACTOR without additional authorization by COMPANY.

2. ESTIMATES. Upon written request from Customer, TAS will make its best efforts to provide an estimate for costs of contemplated services for budgetary purposes only. Estimates are based upon information made available at the time the estimate is prepared and are not a guarantee of final cost for services. No estimate is intended to be nor should be relied upon as a firm final cost; and Customer understands and agrees that total project cost may change substantially due to unknown or unanticipated factors. Customer acknowledges the inexact nature of any estimate provided and understands and agrees that Customer will not rely on or claim that any estimate is a firm price quote.

3. COMPENSATION. Customer agrees to pay TAS for all services rendered pursuant to this Agreement in accordance with the pricing contained in the Proposal No. P20-24086REV2. Payments by check shall be delivered to TAS at PO BOX 173803, Arlington, Texas 76003.

4. CUSTOMER RESPONSIBILITIES AND DUTIES. Customer agrees that Customer is responsible and liable for paying TAS for all charges incurred. Customer guarantees timely payment to TAS regardless of whether Customer contends or may contend that any third-party person or entity is responsible or liable, in whole or in part, including but not limited to any insurance carrier of Customer. Customer assumes full responsibility for communicating with Customer's insurance carrier and hereby releases and holds harmless TAS from communicating in any manner with Customer's insurance carrier. Customer agrees to pay the amounts invoiced without regard to any insurance company or third party review of the invoice(s). Customer agrees that any partial payment to TAS for the charges incurred, including from a third-party person or entity such as Customer's insurance carrier, will not relieve Customer of the obligation to pay the full balance due, including finance charges accrued, collection agency fees, attorneys fees and costs. Customer agrees to immediately notify TAS of any changes to Customer's name and/or addresses and/or phone numbers.

5. IDENTITY OF MATERIALS HANDLED. Customer shall accurately identify and characterize to TAS all materials and wastes to be handled, stored, transported, contained, treated, disposed of, or which are otherwise involved in the project that is the subject of this Agreement. Customer shall provide information to TAS that is known or knowable to Customer concerning all possible dangers and hazards in handling such wastes or materials. In the event the waste or material differs from the identity, characteristics, or analysis as presented by Customer to TAS, the Customer shall bear all costs necessary to accurately identify and characterize the waste and/or material. In addition, Customer shall bear all costs necessary for analysis and to correct the handling, containment, transportation,

For Internal Use Only
Segment Code

WORK AUTHORIZATION

decontamination, remediation and/or disposal of such re-identified waste or material; to repair or replace damaged equipment; to cover medical, regulatory, and/or legal expenses; and to reimburse TAS for any and all other expenses that TAS may incure due to such misrepresentation regarding the identity or characterization of the materials or waste, regardless of whether such misrepresentation by Customer was negligent or otherwise.

6. COMPLIANCE WITH ENVIRONMENTAL LAWS. Nothing contained in this Agreement shall be construed or interpreted as meaning or requiring that TAS is to assume the status of a generator, storer, treater, or disposal facility as those terms appear within the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., ("CERCLA"), and regulations promulgated thereunder, the Clean Air Act, 42 U.S.C. § 7401 et seq., and regulations promulgated thereunder, the Clean Water Act, 33 U.S.C. § 1251 et seq and regulations promulgated thereunder, the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., ("TSCA") and regulations promulgated thereunder, the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq ("HMTA") and regulations promulgated thereunder, the Resource Conservation and Recovery Act, 42 USCA § 6901 et seq. ("RCRA") or within any Federal, State, or local statute or regulation governing the treatment, transportation, storage, and/or disposal of Hazardous Materials, Waste, Hazardous Substances or other materials. Customer assumes all responsibility for compliance with the provisions of RCRA and any Federal, State, or local laws or regulations governing the treatment, transportation, storage, and disposal of Hazardous Materials, Hazardous Waste, Hazardous Substances or other materials. Under no circumstances will TAS take title to any Hazardous Materials, Hazardous Waste, or other materials, unless otherwise agreed to in writing. Customer fully agrees that this Agreement in no way obligates TAS to satisfy any local, State or Federal regulatory reporting requirements that may apply to any event including, but not limited to, any spill or release of any quantity of wastes and/or materials. Customer agrees that Customer alone retains the responsibility to provide comprehensive notification of the event (e.g. spill or release) including, but not limited to, the nature, quantities, age, and chemical composition of all waste and materials involved in the event, to appropriate local, State or Federal public or regulatory agencies as required by law; or otherwise of any information that may be necessary to prevent or mitigate any danger to health, safety, or the environment.

7. DISCLAIMER OF WARRANTIES. TAS MAKES NO WARRANTIES AS TO ANY SERVICES OR MATERIALS TO BE PROVIDED EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT; AND ALL WARRANTIES WHETHER IMPLIED OR STATUTORY, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY TAS.

8. INSURANCE. CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT CUSTOMER CARRIES INSURANCE IN PROPER COVERAGES AND SUFFICIENT AMOUNTS IN ORDER TO SATISFY CUSTOMER'S OBLIGATIONS FOR DEFENSE AND INDEMNITY OF TAS AND/OR IT'S AFFILIATES AND AGREES TO PROVIDE A CERTIFICATE OF CUSTOMER'S INSURANCE TO TAS UPON REQUEST. CUSTOMER AGREES THAT THESE INSURANCE OBLIGATIONS SHALL SUPPORT BUT SHALL NOT IN ANY WAY LIMIT THE DEFENSE AND INDEMNITY OBLIGATIONS OF CUSTOMER AS SET FORTH HEREIN.

8. INDEMNIFICATION. ALL INDEMNIFICATIONS SHALL BE TO THE EXTENT AUTHORIZED UNDER TEXAS LAW AS OUTLINED IN THE PROPOSAL.

I HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BOTH FRONT AND REVERSE OF THIS AGREEMENT.

AUTHORIZED Customer Signature: _____ **Print Name:** _____ **Date:** _____

TAS Signature: [signature] **Print Name:** MIKE UNCAPHER **Date:** 4-30-20

TAS Environmental

THIRD PARTY SIGNATURE AUTHORIZATION
for Special Waste Disposal

Date: 4-30-2020
This Authorization is only valid for 3 years from the above date.

To Whom It May Concern:

Please be advised that the following company/individual has been appointed to work as our agent for purposes of managing waste materials that we may generate.

Name of Authorized Agent	Title
TAS Designee	Disposal Coordinator
Name of Company	Telephone Number
TAS Environmental Services	512-990-9903

The above broker/individual is authorized to act as our authorized agent for the following purposes:

- ☒ Complete and sign Special Waste Profile.
- ☒ Complete and sign Special Waste Profile-Recertification.
- ☒ Authorize amendments to Special Waste Profile.
- ☒ Sign contracts to dispose and/or transport material.
- ☒ Sign certifications necessary to comply with landfill requirements.
- ☒ Sign manifests to initiate shipment to disposal facilities.

Our authorized agent will notify us prior to any action stated above, and will provide us with copies of any documents bearing our name.

Name of Company	Mailing Address
Williamson County	710 main St Georgetown, Tx 78626
Generator Contact (Print Name)	Title
Kevin Teller	Fleet Director
Signature	Telephone Number

Commissioners Court - Regular Session **39.**

Meeting Date: 05/19/2020

Authorize the Purchase of Cintas Uniforms for Road & Bridge

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 agreement between Williamson County and Cintas to provide Uniform Rental Services for the Williamson County Road and Bridge Department in the annual amount of $35,700.00, per the terms of Omnia Partners Contract #R-BB-19002 and authorizing execution of the agreement.

Background

This agreement authorizes the rental of uniforms for the Williamson County Road and Bridge Department (pricing as quoted in the attached agreement) for a 5-year term from March 27, 2020 to March 27, 2025, with a minimum term of 36 months. Department point of contact is Terron Evertson. Funding Source 01.0200.0210.003311.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

cintas agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/13/2020 04:44 PM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 08:42 AM
Form Started By: Andrew Portillo		Started On: 05/12/2020 09:58 AM
Final Approval Date: 05/14/2020		

FACILITIES SOLUTIONS AGREEMENT
Omnia # R-BB-19002

Location No. 42k
Contract No. 21088380
Customer No. 13027168
Main Corporate Code → **New CC 13218**

Date 3/27/2020

Customer/Participating Agency WILLIAMSON COUNTY Phone

Address 3151 S.E. INNERLOOP STE B City GEORGETOWN State TX Zip 78626

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
935	COMFORT SHIRT	$0.17
270	CARGO PANT	$0.33
945	COMFORT PANT	$0.19

- This agreement is effective as of this date from 3/27/2020 to 3/27/2025, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem $.75 ea • Company Emblem $.75 ea
- Customer Emblem $ ea • Embroidery $ ea
- COD Terms $ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item % of Inventory $ Ea.
- Automatic Lost Replacement Charge: Item % of Inventory $ Ea.
- Minimum Charge $35.00 per delivery.
- Make-Up charge $1.50 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $ per garment.
- Seasonal Sleeve Change $ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $15.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other THIS AGREEMENT COVERS SOLD TO NUMBER 13027157, 13027542 , 13027343 , 13027143

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	2160	SM SHOP TWL RED	W1		$0.110
	2190	FENDER COVER	W1		$0.28

*Indicated bundled items/services

____ ☐ ____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date

____ ☐ ____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

____ ☐ ____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: 42K BUDA TX Please Sign Name _____

By: PAUL GALVAN Please Print Name _____

Title: MARKET DEVELOPMENT REP Please Print Title _____

Accepted-GM: _____ Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at https://www.omniapartners.com/publicsector

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars ($35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Commissioners Court - Regular Session **40.**

Meeting Date: 05/19/2020

Awarding IFB #3495 CR 118 Bridge Rehabilitation

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 #3495 CR 118 Bridge Rehabilitation to the lowest responsive bidder RHB Construction and authorizing execution of the agreement.

Background

Purchasing solicited bids for CR 118 Bridge Rehab. 17 suppliers participated in the IFB of which 3 suppliers submitted a response. RHB Construction submitted the lowest responsive bid in the amount of $23,932.50 which is $12,613.50 below the Engineer's Estimate a cost decrease of 52.6%. In addition to meeting the bid qualifications subject to being low bidder, RHB Construction has performed similar work on other projects and received positive references from those contacted. 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	05/13/2020 03:29 PM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 08:33 AM
Form Started By: Thomas Skiles		Started On: 05/04/2020 02:00 PM
Final Approval Date: 05/14/2020		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and RHB Construction ("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 #** 3495**,** CR 118 Bridge Rehabilitation at Cottonwood Creek**; 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 Twenty Three Thousand Nine Hundred Sixty Two Dollars and Fifty Cents ($23,962.50) 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 #** 3495**, 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: 5 working 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 10 **working 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 ($** 200.00 **/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:

RHB Construction

By: Tracey Hummel
Tracey Hummel (Mar 20, 2020)

Printed Name: Tracey Hummel

Title: President

Date: Mar 20, 2020

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____

Contractor's Designated Representative:

_____
_____
_____

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 CR 118 Bridge Rehabilitation – IFB #3495

Please find below the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (RHB Construction) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. RHB Construction - $23,962.50
2. Myers Concrete Construction, LP - $38,812.00
3. Alpha Paving Industries, LLC - $55,100.00

The Contractor's low base bid is $12,613.50 below the Engineer's Estimate, a cost decrease of 52.6%.

In addition to meeting the bid qualifications subject to being low bidder, RHB Construction has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $23,962.50 and the previous work experience, I recommend to the Williamson County Commissioner's Court that they award RHB Construction the contract for the CR 118 Bridge Rehabilitation 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 **41.**

Meeting Date: 05/19/2020

Diamond Surveying 2586 WA1 On Call Surveying

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 1 in the amount of $25,000.00 to expire on May 31, 2022 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. Funding source: 01.0200.0210.004150.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond Surveying 2586 WA1 On Call Surveying

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/13/2020 01:29 PM
County Judge Exec Asst.	Andrea Schiele	05/13/2020 02:41 PM
Form Started By: Vicky Edwards		Started On: 05/11/2020 10:26 AM
Final Approval Date: 05/13/2020		

WORK AUTHORIZATION NO. 1
PROJECT: On Call Professional Surveying Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.**(the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$25,000.00**.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **May 31, 2022**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 2020.

SURVEYOR:

DIAMOND SURVEYING, INC.

By: _____
Signature

SHANE SHAFER
Printed Name

PRESIDENT
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Surveyor

Surveyor will perform field and office work to provide Professional Surveying Services on an On Call basis as needed for survey tasks.

Attachment C - Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor.

Attachment D - Fee Schedule

Diamond Surveying, Inc.
SHANE SHAFER, R.P.L.S., PRESIDENT
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100
T.B.P.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

Effective January 1, 2020, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rates
Registered Professional Land Surveyor	$160.00 per hour
Project Manager	$140.00 per hour
Project Surveyor	$110.00 per hour
Senior CADD Technician	$125.00 per hour

FIELD PARTY SERVICES

Classification	Rates
1-Man Field Party	$120.00 per hour
2-Man Field Party	$160.00 per hour
3-Man Field Party	$190.00 per hour

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

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

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

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". Surveyor 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 Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor'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.

Commissioners Court - Regular Session **42.**

Meeting Date: 05/19/2020

Walker Texas Surveyors 2586 WA1 On Call Surveying

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 1 in the amount of $25,000.00 to expire on May 31, 2022 under Williamson County Contract for Surveying Services between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. Funding source: 01.0200.0210.004150.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker Texas Surveyors 2586 WA1 On Call Surveying

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/13/2020 01:29 PM
County Judge Exec Asst.	Andrea Schiele	05/13/2020 02:45 PM
Form Started By: Vicky Edwards		Started On: 05/11/2020 10:26 AM
Final Approval Date: 05/13/2020		

WORK AUTHORIZATION NO. 1
PROJECT: On Call Professional Surveying Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Walker Texas Surveyors, Inc.** (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$25,000.00**.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **May 31, 2022**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 2020.

SURVEYOR:

Walker Texas Surveyors Inc

By: Karen J Walker
Signature

Karen J Walker
Printed Name

President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Surveyor

Surveyor will perform field and office work to provide Professional Surveying Services on an On Call basis as needed for survey tasks.

Attachment C - Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor.

Attachment D – Fee Schedule

Walker Texas Surveyors, Inc.

STANDARD RATE SCHEDULE

Effective January 1, 2020, the following rates apply for work performed on an hourly-charge basis.

DIRECT LABOR

Classification	Rates
RPLS	$150.00 per hour
Project Manager	$175.00 per hour
Senior Survey Technician	$120.00 per hour
CAD Draftsman	$90.00 per hour
Administrative/Research	$75.00 per hour
One (1) Person Field Crew	$130.00 per hour
Two (2) Person Field Crew	$175.00 per hour
Additional Crewmember	$45.00 per hour
Extra Vehicle – ATV/4 Wheeler, Flat Bottom Boat	$150.00 per day

DIRECT EXPENSES

Transportation:	Current IRS Rate
By Firm's Passenger Vehicles (Note 1)	
By Firm's Survey Trucks (Notes 1, 2, 3, & 4)	

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
3. A minimum of two hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
4. Field Crew stand-by time will be charged for at the above-shown appropriate rates.

Commissioners Court - Regular Session **43.**

Meeting Date: 05/19/2020

SAM 2586 WA1 On Call Surveying

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 1 in the amount of $25,000.00 to expire on May 31, 2022 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. Funding source: 01.0200.0210.004150.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 2586 WA1 On Call Surveying

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/13/2020 01:29 PM
County Judge Exec Asst.	Andrea Schiele	05/13/2020 02:46 PM
Form Started By: Vicky Edwards		Started On: 05/11/2020 10:26 AM
Final Approval Date: 05/13/2020		

WORK AUTHORIZATION NO. 1
PROJECT: On Call Professional Surveying Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping, LLC** (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$25,000.00**.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **May 31, 2022**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 2020.

SURVEYOR:

Surveying And Mapping, LLC (SAM, LLC)

By:_____
Signature

Scott Brashear
Printed Name

Project Manager
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

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Attachment B - Services to be Provided by Surveyor

Surveyor will perform field and office work to provide Professional Surveying Services on an On Call basis as needed for survey tasks.

Attachment C - Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor.

Attachment D - Fee Schedule

STANDARD RATE SCHEDULE
AUSTIN 2020

Effective January 1, 2020

SURVEY OFFICE PERSONNEL RATES:

Principal/Department Manager	$200.00 per hour
Senior Project Manager	$180.00 per hour
Project Manager	$160.00 per hour
Staff Surveyor	$135.00 per hour
Task Manager	$135.00 per hour
Project Coordinator	$115.00 per hour
Surveyor-In-Training (SIT)	$110.00 per hour
Senior Survey Technician	$110.00 per hour
Survey Technician	$98.00 per hour
Administration / Clerical Support	$75.00 per hour

SURVEY FIELD CREW RATES:

One (1) Person Survey Field Crew	$115.00 per hour
Two (2) Person Survey Field Crew	$155.00 per hour
Three (3) Person Survey Field Crew	$195.00 per hour
Field Coordinator	$105.00 per hour
Additional Rodperson, Chainperson or Flagperson	$40.00 per hour

GEOSPATIAL OFFICE PERSONNEL RATES:

Director/Operations Manager	$300.00 per hour
Senior Project Manager	$225.00 per hour
Acquisition Manager	$215.00 per hour
Project Manager	$175.00 per hour
Aircraft Pilot	$205.00 per hour
Project Coordinator	$125.00 per hour
Two (2) Person UAS Crew – Unmanned Pilot & Observer	$215.00 per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	$350.00 per hour
Photogrammetrist / Project Lead /sensor operator (Tech3)	$125.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician (Tech2)	$110.00 per hour
LiDAR / Photogrammetry Technician (Tech1)	$98.00 per hour

SURVEY EQUIPMENT RATES:

GPS Receiver	$25.00 per hour
ATV	$10.00 per hour
SX-10	$35.00 per hour
Digital Level	$4.00 per hour
Aluminum Boat	$15.00 per hour
HDS Laser Scanner	$115.00 per hour
VM810 Survey	$5.75 per hour
RD8100 Survey	$11.25 per hour
SPAR 300 Kit	$4.00 per hour
Weather Station	$6.00 per hour
Tier 1 HDS Scanner (BLK360 & Faro)	$32.00 per hour
Tracking Equipment (Hans Box & Traxall)	$2.75 per hour

GEOSPATIAL EQUIPMENT RATES:

Riegl VQ 1560I or 1560II LiDAR System	$1,300.00 per hour
Aerial LiDAR System HARRIER 68I	$700.00 per hour
Mobile Mapping System, includes 360° Camera System (Equipment Only)	$6,500.00 per day
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	$200.00 per hour
HDS Laser Scanner	$115.00 per hour
High Rail Equipped Vehicle	$10.00 per hour
Weather Station	$10.00 per hour
Oblique HD Camera System	$30.00 per hour
Video Camera System – Manned Aircraft	$5.00 per hour
360° Camera System – Terrestrial or Marine Stand Alone	$100.00 per hour
Helicopter (Turbine Engine Powered)	$1,450.00 per hour
Helicopter (Reciprocal Engine Powered)	$850.00 per hour
Fixed Wing Twin Engine piston	$1,300.00 per hour
Fixed Wing Single Engine (piston)	$750.00 per hour
Fixed wing single engine turbine	$1400.00 per hour
M600 or equivalent multirotor Unmanned Aerial System	$150.00 per hour
Skyfront/VAPOR/ORC Unmanned Aerial System	$500.00 per hour
GPS Receiver (Unmanned)	$25.00 per hour
Geospatial Work Station	$15.00 per hour
Small Lift UAV's	$50.00 per hour
Digital Imagery Processing	$32.00 each
Aerial Photography Flight Crew (Fixed Wing Aircraft)	$205.00 per hour
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	$120.00 per hour
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	$325.00 per hour
AP Transit Miles	$12.00 per mile
AP Project Flight Miles	$32.00 per mile
AP ABGPS Processing	$3,000.00/Project
FWAL Transit Miles	$12.00 per mile
FWAL Project Flight Miles	$32.00 per mile
B&W Processing (film, development, scanning)	$10.00 each
CIR Processing (film, development, scanning)	$10.00 each
Color Processing (Film, development, scanning)	$15.00 each
Digital Image Processing	$27.00 each

OTHER DIRECT RATES:

Mileage	IRS approved rate
Primary Control Monuments	$90.00 each
Ground Target	$20.00 each

Commissioners Court - Regular Session **44.**

Meeting Date: 05/19/2020

SAM 2586 WA2 Survey & ROW 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 $53,936.00 to expire on August 31, 2020 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for Design Survey & ROW delineation within Garden Park Subdivision. Funding source: P491.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 2586 WA2 Survey & ROW Garden Park Subdivision

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/13/2020 01:29 PM
County Judge Exec Asst.	Andrea Schiele	05/13/2020 02:48 PM
Form Started By: Vicky Edwards		Started On: 05/11/2020 10:27 AM
Final Approval Date: 05/13/2020		

WORK AUTHORIZATION NO. 2
PROJECT: Design Survey & ROW delineation within Garden Park Subdivision

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping, LLC** (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$53,936.00**.

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

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

EXECUTED this ____ day of _____, 2020.

SURVEYOR:	COUNTY:
Surveying And Mapping, LLC (SAM)	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Scott Brashear	Bill Gravell, Jr.
Printed Name	Printed Name
Project Manager	Williamson County Judge
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 - Fee Schedule

Attachment A - Services to be Provided by 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 1.00012 or as provided by the county.

E. Vertical values for this project will be based on NAVD88, GEOID 12B.

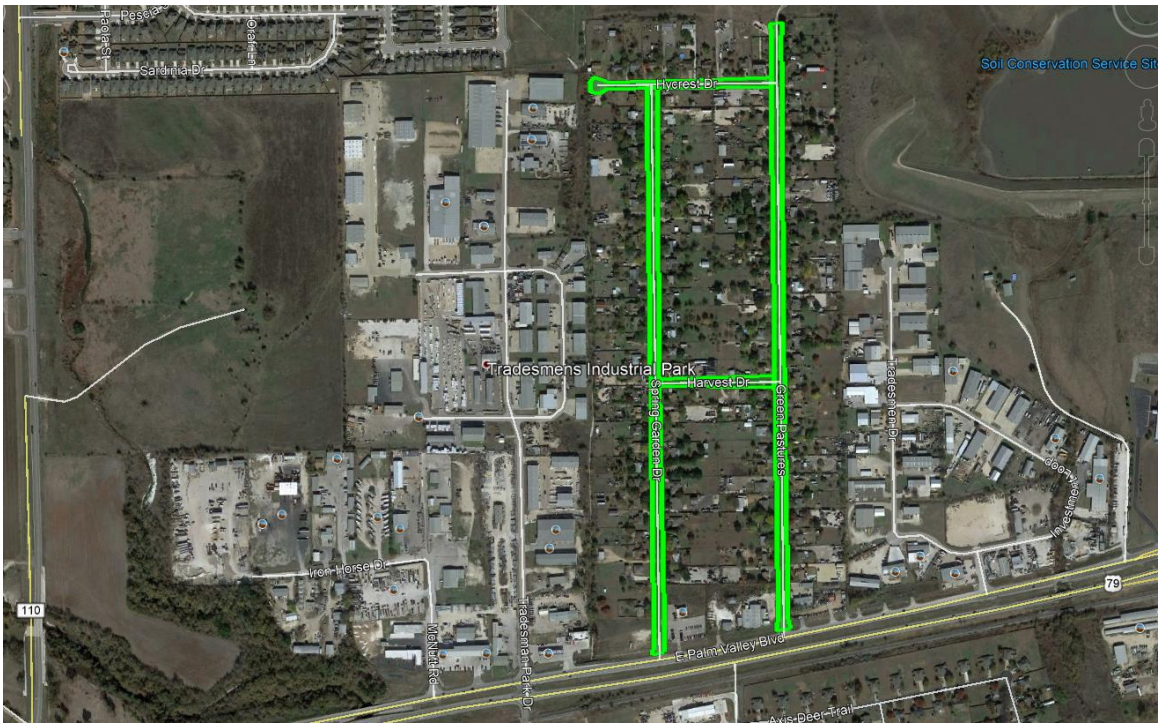
F. It is assumed that Right-of-Entry (ROE) will not be required during this Work Authorization. If ROE is required, Williamson County will coordinate with the Property Owners prior to the Surveyor entering private property.

Attachment B - Services to be Provided by Surveyor (SAM)

Project Limits –

Throughout Garden Park Subdivision, Green Pastures Dr. from US 79 to north end (~3,428'), Spring Garden Dr. (~3,206'), Hycrest Dr. (~994'), & Harvest Dr. (~698'). As depicted in Exhibit "A".

Exhibit "A"



Project Control

The Surveyor shall establish horizontal & vertical control including a minimum of 4 points within the survey project limits at Garden Park subdivision. The survey control points (5/8" iron rods with aluminum caps set in concrete) 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 1.00012 or as provided by the county. 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.

Wilco WA 2 Road Topo/ROW Delineation
(Garden Park Subdivision)

ATTACHMENT C - WORK SCHEDULE

Surveying and Mapping,LLC

	Week 1 (6/1)	Week 2 (6/8)	Week 3 (6/15)	Week 4 (6/22)	Week 5 (6/29)	Week 6 (7/6)	Week 7 (7/13)
Verify/Establish Project Control							
Collect Design Survey							
Locate Existing Right of Way							
QA/QC & Prepare Final Deliverables							
Williamson County Review							

* Dependant upon weather

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 # 2 Garden Park Subdivision Topo & ROW Delineation
Proposal Number: 1019052774B

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	1	2		2	8	24		2		$5,434.00
Topo/ROW Survey	1	4		20	40	150	20	2		$34,300.00
Abstract Map	1		10	36	20					$7,450.00
Final Deliverables	2	4		4	4					$1,832.00
										$0.00
SUB-TOTALS	5	10	10	62	72	174	20	4	0	$49,016.00
HOURS SUB-TOTALS	5	10	10	62	72	174	20	4	0	357
CONTRACT RATE PER HOUR	$180.00	$160.00	$135.00	$110.00	$98.00	$155.00	$195.00	$105.00	$75.00	
TOTAL LABOR COSTS	$900.00	$1,600.00	$1,350.00	$6,820.00	$7,056.00	$26,970.00	$3,900.00	$420.00	$0.00	$49,016.00

OTHER DIRECT EXPENSES		**# OF UNITS**	**COST/UNIT**							
Mileage (number x current state rate)		1600	$0.575							$920.00
GPS Receiver		160	$25.00							$4,000.00
										$0.00
										$0.00
										$0.00
SUBTOTAL DIRECT EXPENSES										**$4,920.00**

SUMMARY		
LABOR COSTS		$49,016.00
NON-SALARY (OTHER DIRECT EXPENSES)		$4,920.00
TOTAL SAM SURVEY		**$53,936.00**

Commissioners Court - Regular Session **45.**

Meeting Date: 05/19/2020

Awarding RFQ #2586 Surveying Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ #2586 Surveying Services to the overall most qualified respondents Diamond Surveying, Inc., Inland Geodetics, Landesign Services, Inc., McGray & McGray Land Surveyors, Inc., Surveying and Mapping, LLC and Walker Texas Surveyors, Inc. and authorizing execution of the agreements.

Background

Purchasing solicited sealed statements of qualifications for Surveying Services. 27 firms participated in the RFQ of which 17 firms submitted a response. The responses were evaluated by an evaluation committee. Diamond, Inland, LSI, McGray, SAM and Walker were determined to be the most qualified firms to provide the services required by the County. Contract amounts will be $300,000.00 for Road Bond Services and $500,000.00 for Road & Bridge Services. Department point of contact is Bob Daigh. Funding source 01.0200.0210.004150 and 2019 Road Bond.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter
Diamond R&B Contract
Inland R&B Contract
LSI R&B Contract
McGray R&B Contract
SAM R&B Contract
Walker R&B Contract
Diamond Road Bond Contract
Inland Road Bond Contract
LSI Road Bond Contract
McGray Road Bond Contract
SAM Road Bond Contract
Walker Road Bond Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/13/2020 04:30 PM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 08:56 AM
Form Started By: Thomas Skiles		Started On: 05/12/2020 03:01 PM
Final Approval Date: 05/14/2020		

WILLIAMSON COUNTY
1848

April 30, 2020

Mr. Randy Barker
Williamson County Purchasing Department
100 Wilco Way, P101
Georgetown, TX 78626

Subject: Recommendation for RFQ 2586 Surveying Services

Based on the attached supporting documentation, the Surveying Services Selection Committee recommends the selection of Diamond Surveying, Inc., Inland Geodetics, Landesign Services Inc., McGray & McGray Land Surveyors Inc., Surveying And Mapping LLC and Walker Texas Surveyors, Inc. which were the top ranked firms from the evaluation process.

Seventeen firms were evaluated on April 28, 2020 by the following Selection Committee:

Please feel free to contact me if you have any questions.

Sincerely,

Robert B. Daigh

Robert B. Daigh, P.E.
Sr. Director of Infrastructure

Cc: Commissioner Russ Boles, Pct 4

EVALUATION - Surveying Services
RFQ 2586
DATE: April 28, 2020

Evaluation Criteria	Maximum Score Points	Arredondo, Zepeda & Brunz LLC	BGE, Inc.	Cobb, Fendley & Associates Inc	Diamond Surveying Inc	Doucet & Associates Inc	Dunaway Associates	Inland Geodetics	Jones Carter	KMEA	Landesign Services Inc	Matkin Hoover Engineering & Surveying Co	McGray & McGray Land Surveyors Inc	MWM Design Group Inc	Surveying And Mapping LLC	SURVTEX LLC	Walker Partners LLC	Walker Texas Surveyors Inc
Does the firm have at least one office located within the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Experience of the Firm in Providing Surveying Services	40	30	30	30	35	30	30	35	30	30	35	30	35	30	35	30	30	35
Experience of the Firm Staff in Providing Surveying Services	40	30	30	30	35	30	30	35	30	30	35	30	35	30	35	30	30	35
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	20	5	10	10	20	10	10	20	10	10	20	10	20	10	20	10	10	20
TOTAL	100	65	70	70	90	70	70	90	70	70	90	70	90	70	90	70	70	90

WILLIAMSON COUNTY
CONTRACT FOR SURVEYING SERVICES

FIRM: **Diamond Surveying, Inc. ("Surveyor")**
ADDRESS: **116 Skyline Rod, Georgetown, TX 78628**
PROJECT: On-Call Survey Services **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SURVEYING 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 Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(iv) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional surveyors; and

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor 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. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor 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. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor,

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
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying 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 Surveyor to perform one or more tasks of the Surveying 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 Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. 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 Surveyor'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 Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor 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 Surveyor is expected to complete the Surveying Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying 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 Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Surveying Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying 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, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor 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 Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying 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 Surveying 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 Surveying 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 Surveying 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 Surveyor shall receive compensation for only actual fees and costs of the Surveying 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 Surveying Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying 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 Surveying Services shall be an absolute condition of payment.

Surveyor 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 Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying 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, Surveyor 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 Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying 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 Surveying Services performed. Surveyor 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 Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Surveyor 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 Surveyor 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.

Surveyor 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 Surveyor 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 Surveyor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Surveying Services performed which causes the payment to be late; or

D. The invoice is not mailed to the Director of Road & Bridge 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 Surveyor 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 SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor 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. Surveyor 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:

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 Surveyor 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 Surveyor 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.

Surveyor's Designated Representative for purposes of this Contract is as follows:

Shane Shafer, RPLS
Diamond Surveying, Inc.
116 Skyline Road
Georgetown, TX 78628
Email: shane@DiamondSurveying.com

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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 Surveyor's Designated Representative on behalf of Surveyor 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 Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor 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 Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor'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 Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying 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 Surveying 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 Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor 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 Surveying 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 Surveying 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, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor 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 Surveying Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor 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 Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying 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 Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying 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 Surveying 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 Surveying 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 data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor 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 Surveying Work Products under this Contract Surveying Work Products 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 Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor 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 Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor 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 Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor'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. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying 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 Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

Prior to Surveyor providing to County any Surveying Work Products in electronic form or County providing to Surveyor any electronic data for incorporation into the Surveying Work Products, County and Surveyor shall by separate written contract set forth the specific conditions

governing the format of such Surveying Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Surveyor 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 Surveyor, the hardcopy shall prevail. Only printed copies of documents conveyed by Surveyor shall be relied upon.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor 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 Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County’s technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying 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, Surveyor 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 Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor’s negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor’s Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County’s Reliance on Surveyor. SURVEYOR’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 SURVEYOR 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 SURVEYOR’S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

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 Surveyor, as a consequence of failure by Surveyor to perform the Surveying 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 Surveyor, upon not less than thirty (30) days' written notice to Surveyor.

E. By satisfactory completion of all Surveying 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 Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying 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 Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying 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 Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues

arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor 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. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying 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

SURVEYOR 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 SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR 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 SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR 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 SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'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 SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR 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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying 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 Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor 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
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor'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 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 $1,000,000.00 per claim. And $2,000,000.00 Aggregate.
5.

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. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor 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, Surveyor 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 Surveyor 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. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor 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 Surveyor, 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 Surveyor, Surveyor 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.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor 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 Surveyor shall be borne solely by Surveyor, 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 Surveyor 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. Surveyor 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
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying 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. Surveyor 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 Surveyor

which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor 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 Surveyor 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

Surveyor: **Diamond Surveying, Inc.**
Shane Shafer, RPLS
116 Skyline Road
Georgetown, TX 78628

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying 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. Surveyor 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 Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without

waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor 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 surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor'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 Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor 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, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor 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 Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor'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. Surveyor 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 Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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 Surveyor 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, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor 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 Surveyor of the Surveyor'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 Surveyor 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 Surveyor 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 Surveyor'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 Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor 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 Surveyor 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 Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor 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 Surveyor, 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_____

SURVEYOR

Diamond Surveying, Inc.

By _____

Printed Name: Shane Shafer

Title: President

Date: May 8, 2020

SUBSCRIBED and sworn to before me the undersigned authority by Shane Shafer the President_ _____ of **Diamond Surveying, Inc**, on behalf of said firm.

GARY A ROCKWOOD
Notary ID #130113465
My Commission Expires
March 26, 2023

GARY A. ROCKWOOD _____
Notary Public in and for the
State of Texas

My commission expires: 3/26/2023

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying 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 Surveyor 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.

Diamond Surveying, Inc.
Name of Firm

Signature of Certifying Official

Shane Shafer
Printed Name of Certifying Official

President
Title of Certifying Official

May 8, 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 SHANE SHAFER the PRESIDENT of DIAMOND SURVEYING, INC. on behalf of said firm.

GARY A ROCKWOOD
Notary ID #130113465
My Commission Expires
March 26, 2023

GARY A. ROCKWOOD
Notary Public in and for the
State of Texas

My commission expires: 3/26/2023

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide surveying services to develop On-Call (as requested) Projects for the Road & Bridge Department.

The Surveyor 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 - SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING



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 Surveying 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 "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
_____	
[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 Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Diamond Surveying, Inc.
SHANE SHAFER, R.P.L.S., PRESIDENT
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100
T.B.P.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

Effective January 1, 2020, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rates
Registered Professional Land Surveyor	$160.00 per hour
Project Manager	$140.00 per hour
Project Surveyor	$110.00 per hour
Senior CADD Technician	$125.00 per hour

FIELD PARTY SERVICES

Classification	Rates
1-Man Field Party	$120.00 per hour
2-Man Field Party	$160.00 per hour
3-Man Field Party	$190.00 per hour

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

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

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



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". Surveyor 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 Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor'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.

WILLIAMSON COUNTY
CONTRACT FOR SURVEYING SERVICES

FIRM: **Inland Geodetics LLC ("Surveyor")**
ADDRESS: **1504 Chisholm Trail Rd. Ste: 103, Round Rock Tx. 78681**
PROJECT: **Road & Bridge Department "On-Call" Surveying Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SURVEYING 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 Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(iv) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional surveyors; and

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor 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. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor 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. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor,

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
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying 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 Surveyor to perform one or more tasks of the Surveying 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 Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. 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 Surveyor'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 Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor 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 Surveyor is expected to complete the Surveying Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying 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 Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Surveying Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying 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, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor 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 Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying 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 Surveying 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 Surveying 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 Surveying 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 Surveyor shall receive compensation for only actual fees and costs of the Surveying 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 Surveying Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying 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 Surveying Services shall be an absolute condition of payment.

Surveyor 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 Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying 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, Surveyor 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 Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying 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 Surveying Services performed. Surveyor 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 Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Surveyor 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 Surveyor 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.

Surveyor 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 Surveyor 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 Surveyor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Surveying Services performed which causes the payment to be late; or

D. The invoice is not mailed to the Director of Road & Bridge 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 Surveyor 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 SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor 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. Surveyor 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:

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 Surveyor 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 Surveyor 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.

Surveyor's Designated Representative for purposes of this Contract is as follows:

Inland Geodetics LLC
Brenda Sies
1504 Chisholm Trail Rd. Ste: 103
Round Rock, Tx. 78681

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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 Surveyor's Designated Representative on behalf of Surveyor 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 Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor 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 Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor'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 Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying 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 Surveying 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 Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor 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 Surveying 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 Surveying 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, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor 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 Surveying Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor 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 Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying 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 Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying 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 Surveying 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 Surveying 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 data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor 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 Surveying Work Products under this Contract Surveying Work Products 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 Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor 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 Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor 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 Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor'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. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying 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 Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

Prior to Surveyor providing to County any Surveying Work Products in electronic form or County providing to Surveyor any electronic data for incorporation into the Surveying Work Products, County and Surveyor shall by separate written contract set forth the specific conditions governing the format of such Surveying Work Products or electronic data, including any special

limitations not otherwise provided in this Contract. Any electronic files are provided by Surveyor 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 Surveyor, the hardcopy shall prevail. Only printed copies of documents conveyed by Surveyor shall be relied upon.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor 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 Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying 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, Surveyor 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 Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'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 SURVEYOR 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 SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

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 Surveyor, as a consequence of failure by Surveyor to perform the Surveying 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 Surveyor, upon not less than thirty (30) days' written notice to Surveyor.

E. By satisfactory completion of all Surveying 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 Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying 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 Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying 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 Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under

this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor 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. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying 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

SURVEYOR 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 SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR 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 SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR 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 SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'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 SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR 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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying 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 Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor 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
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor'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 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.
5.

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. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor 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, Surveyor 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 Surveyor 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. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor 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 Surveyor, 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 Surveyor, Surveyor 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.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor 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 Surveyor shall be borne solely by Surveyor, 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 Surveyor 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. Surveyor 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
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying 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. Surveyor 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 Surveyor

which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor 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 Surveyor 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

Surveyor: **Inland Geodetics LLC**
1504 Chisholm Trail Rd. Ste: 103
Round Rock, Tx. 78681

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying 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. Surveyor 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 Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor 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 surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor'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 Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor 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, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor 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 Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor'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. Surveyor 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 Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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 Surveyor 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, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor 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 Surveyor of the Surveyor'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 Surveyor 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 Surveyor 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 Surveyor'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 Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor 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 Surveyor 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 Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor 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 Surveyor, 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_____

SURVEYOR

Inland Geodetics LLC

By Brenda Sies

Printed Name: Brenda Sies_

Title: President

Date: _May 11, 2020

SUBSCRIBED and sworn to before me the undersigned authority by Brenda Sies the President of **SURVEYOR**, on behalf of said firm.

Carolyn R Cayson
Notary Public in and for the
State of Texas

My commission expires: 10/03/2022

CAROLYN R CAYSON
My Notary ID # 125863280
Expires October 3, 2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying 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 Surveyor 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.

Inland Geodetics LLC
Name of Firm

Brenda Sies
Signature of Certifying Official

Brenda Sies
Printed Name of Certifying Official

President
Title of Certifying Official

May 11, 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 Brenda Sies _____ the President of Inland Geodetics, Inc. on behalf of said firm.

Carolyn R Cayson

Notary Public in and for the
State of Texas

My commission expires: 10/03/2022

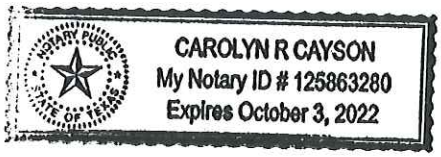


EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide surveying services to develop On-Call (as requested) Projects for the Road & Bridge Department.

The Surveyor 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 - SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

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 Surveying 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 "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
[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 Surveyor

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". Surveyor 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 Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor'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

SUBPROVIDER NAME: **Inland Geodetics, LLC**

Surveying Services (SS)	Contract Rate
Project Manager	$169.71
Licensed State Land Surveyor	$161.81
Registered Professional Land Surveyor	$165.76
Survey Technician	$119.19
Clerical Support	$68.41
Field Crew Services	
2 - Person Survey Crew	$150.00
3 - Person Survey Crew	$170.00
4 - Person Survey Crew	$190.00
Additional Crew Member	$54.00
GPS Field Operator & Vehicle & GPS Receiver	$120.00
All Terrain Vehicle (per day)	$55.00
Additional Vehicle (per day)	$60.00
Contract hourly rates include labor, overhead, and profit.	



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 SURVEYING SERVICES

FIRM: **Landesign Services, Inc. ("Surveyor")**
ADDRESS: **10090 W Highway 29**
Liberty Hill, TX 78642
PROJECT: **RFQ 2586 Road & Bridge Dept On-Call Surveying Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SURVEYING 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 Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(iv) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional surveyors; and

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor 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. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor 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. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor, 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
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying 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 Surveyor to perform one or more tasks of the Surveying 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 Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. 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 Surveyor'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 Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor 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 Surveyor is expected to complete the Surveying Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying 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 Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Surveying Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying 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, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor 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 Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying 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 Surveying 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 Surveying 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 Surveying 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 Surveyor shall receive compensation for only actual fees and costs of the Surveying 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 Surveying Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying 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 Surveying Services shall be an absolute condition of payment.

Surveyor 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 Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying 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, Surveyor 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 Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying 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 Surveying Services performed. Surveyor 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 Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Surveyor 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 Surveyor 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.

Surveyor 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 Surveyor 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 Surveyor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Surveying Services performed which causes the payment to be late; or

D. The invoice is not mailed to the Director of Road & Bridge 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 Surveyor 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 SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor 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. Surveyor 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:

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 Surveyor 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 Surveyor 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.

Surveyor's Designated Representative for purposes of this Contract is as follows:

Travis S. Tabor, RPLS
10090 W Highway 29
Liberty Hill, TX 78642
512-238-7901
t.tabor@Lsisurvey.com

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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 Surveyor's Designated Representative on behalf of Surveyor 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 Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor 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 Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor'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 Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying 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 Surveying 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 Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor 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 Surveying 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 Surveying 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, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor 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 Surveying Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor 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 Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying 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 Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying 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 Surveying 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 Surveying 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 data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor 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 Surveying Work Products under this Contract Surveying Work Products 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 Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor 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 Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor 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 Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor'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. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying 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 Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

Prior to Surveyor providing to County any Surveying Work Products in electronic form or County providing to Surveyor any electronic data for incorporation into the Surveying Work Products, County and Surveyor shall by separate written contract set forth the specific conditions

governing the format of such Surveying Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Surveyor 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 Surveyor, the hardcopy shall prevail. Only printed copies of documents conveyed by Surveyor shall be relied upon.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor 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 Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying 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, Surveyor 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 Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'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 SURVEYOR 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 SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

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 Surveyor, as a consequence of failure by Surveyor to perform the Surveying 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 Surveyor, upon not less than thirty (30) days' written notice to Surveyor.

E. By satisfactory completion of all Surveying 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 Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying 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 Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying 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 Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues

arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor 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. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying 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

SURVEYOR 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 SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR 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 SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR 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 SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'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 SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR 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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying 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 Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor 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
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor'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 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.
5.

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. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor 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, Surveyor 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 Surveyor 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. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor 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 Surveyor, 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 Surveyor, Surveyor 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.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor 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 Surveyor shall be borne solely by Surveyor, 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 Surveyor 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. Surveyor 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
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying 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. Surveyor 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 Surveyor

which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor 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 Surveyor 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

Surveyor: **Landesign Services, Inc.**
Attn: Travis S. Tabor, RPLS
10090 W Highway 29
Liberty Hill, TX 78642

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying 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. Surveyor 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 Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor 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 surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor'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 Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor 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, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor 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 Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor'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. Surveyor 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 Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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 Surveyor 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, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor 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 Surveyor of the Surveyor'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 Surveyor 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 Surveyor 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 Surveyor'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 Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor 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 Surveyor 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 Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor 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 Surveyor, 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_____

SURVEYOR

Landesign Services, Inc.

By: Brandy Tabor

Printed Name: Brandy Tabor_

Title: President

Date: May 7, 2020

SUBSCRIBED and sworn to before me the undersigned authority by Brandy Tabor the President of **SURVEYOR**, on behalf of said firm.

NOTARY PUBLIC STATE OF TEXAS
Joseph Colin Armstrong
My Commission Expires
02/13/2023
ID No. 131892077

Notary Public in and for the
State of Texas

My commission expires: 02/13/23

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying 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 Surveyor 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.

Landesign Services, Inc.
Name of Firm

Brandy Tabor
Signature of Certifying Official

Brandy Tabor
Printed Name of Certifying Official

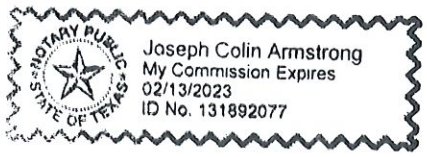
President
Title of Certifying Official

May 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 Brandy Tabor the President of Londesign Servi, on behalf of said firm.



Joseph C Armstrong
Notary Public in and for the
State of Texas

My commission expires: 02/13/23

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide surveying services to develop On-Call (as requested) Projects for the Road & Bridge Department.

The Surveyor 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 - SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

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 Surveying 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 "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
[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 Surveyor

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". Surveyor 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 Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor'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.

LSI LANDESIGN SERVICES, INC.
10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

2020 RATE SCHEDULE

Expert Witness	$200.00 per hour
Project Manager – Registered Professional Land Surveyor	$155.00 per hour
Staff Surveyor – Registered Professional Land Surveyor	$130.00 per hour
Senior Survey Technician	$105.00 per hour
Survey Technician	$88.00 per hour
GIS Technician	$82.00 per hour
Abstractor	$65.00 per hour
Clerical	$60.00 per hour
Delivery	$50.00 per hour
Three Person Field Crew	$190.00 per hour
Two Person Field Crew	$165.00 per hour
One Person Field Crew	$120.00 per hour



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 SURVEYING SERVICES

FIRM: **McGray & McGray Land Surveyors, Inc. ("Surveyor")**
ADDRESS: **3301 Hancock Drive, Suite 6, Austin, Texas 78731**
PROJECT: **Road & Bridge Department "On Call" Surveying Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SURVEYING 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 Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(iv) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional surveyors; and

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor 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. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor 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. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor,

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
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying 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 Surveyor to perform one or more tasks of the Surveying 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 Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. 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 Surveyor'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 Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor 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 Surveyor is expected to complete the Surveying Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying 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 Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Surveying Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying 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, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor 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 Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying 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 Surveying 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 Surveying 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 Surveying 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 Surveyor shall receive compensation for only actual fees and costs of the Surveying 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 Surveying Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying 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 Surveying Services shall be an absolute condition of payment.

Surveyor 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 Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying 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, Surveyor 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 Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying 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 Surveying Services performed. Surveyor 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 Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Surveyor 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 Surveyor 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.

Surveyor 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 Surveyor 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 Surveyor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Surveying Services performed which causes the payment to be late; or

D. The invoice is not mailed to the Director of Road & Bridge 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 Surveyor 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 SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor 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. Surveyor 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:

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 Surveyor 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 Surveyor 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.

Surveyor's Designated Representative for purposes of this Contract is as follows:

Chris Conrad, Vice President
McGray & McGray Land Surveyors, Inc.
3301 Hancock Drive, Suite 6
Austin, Texas 78731

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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 Surveyor's Designated Representative on behalf of Surveyor 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 Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor 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 Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor'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 Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying 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 Surveying 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 Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor 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 Surveying 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 Surveying 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, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor 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 Surveying Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor 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 Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying 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 Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying 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 Surveying 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 Surveying 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 data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor 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 Surveying Work Products under this Contract Surveying Work Products 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 Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor 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 Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor 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 Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor'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. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying 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 Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

Prior to Surveyor providing to County any Surveying Work Products in electronic form or County providing to Surveyor any electronic data for incorporation into the Surveying Work Products, County and Surveyor shall by separate written contract set forth the specific conditions governing the format of such Surveying Work Products or electronic data, including any special

limitations not otherwise provided in this Contract. Any electronic files are provided by Surveyor 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 Surveyor, the hardcopy shall prevail. Only printed copies of documents conveyed by Surveyor shall be relied upon.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor 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 Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying 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, Surveyor 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 Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'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 SURVEYOR 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 SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

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 Surveyor, as a consequence of failure by Surveyor to perform the Surveying 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 Surveyor, upon not less than thirty (30) days' written notice to Surveyor.

E. By satisfactory completion of all Surveying 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 Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying 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 Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying 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 Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under

this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor 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. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying 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

SURVEYOR 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 SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR 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 SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR 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 SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'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 SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR 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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying 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 Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor 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
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor'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 limits of $1,000,000.00 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.
5.

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. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor 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, Surveyor 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 Surveyor 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. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor 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 Surveyor, 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 Surveyor, Surveyor 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.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor 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 Surveyor shall be borne solely by Surveyor, 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 Surveyor 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. Surveyor 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
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying 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. Surveyor 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 Surveyor

which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor 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 Surveyor 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

Surveyor: McGray & McGray Land Surveyors, Inc.
Attn: Chris Conrad
3301 Hancock Drive, Suite 6
Austin, Texas 78731

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying 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. Surveyor 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 Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without

waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor 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 surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor'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 Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor 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, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor 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 Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor'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. Surveyor 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 Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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 Surveyor 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, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor 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 Surveyor of the Surveyor'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 Surveyor 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 Surveyor 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 Surveyor'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 Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor 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 Surveyor 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 Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor 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 Surveyor, 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_____

SURVEYOR

McGray & McGray Land Surveyors, Inc._

By_____

Printed Name: Chris Conrad

Title: Vice President

Date: May 11, 2020

SUBSCRIBED and sworn to before me the undersigned authority by Travis Courtney _____ the Vice President of **SURVEYOR**, on behalf of said firm.

Karen L Ruppert
Notary Public in and for the
State of Texas

KAREN L. RUPPERT
Notary Public, State of Texas
Comm. Expires 06-21-2021
Notary ID 129466282

My commission expires: 6/21/2021

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying 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 Surveyor 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:

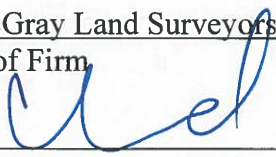
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; 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.

McGray & McGray Land Surveyors, Inc.
Name of Firm



Signature of Certifying Official

Chris Conrad
Printed Name of Certifying Official

Vice President
Title of Certifying Official

May 11, 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 Travis County _____ the 11th _____ of May, 2020 _____, on behalf of said firm.

Karen L Ruppert

KAREN L. RUPPERT
Notary Public, State of Texas
Comm. Expires 06-21-2021
Notary ID 129466282

Notary Public in and for the
State of Texas

My commission expires: 6/21/2021

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide surveying services to develop On-Call (as requested) Projects for the Road & Bridge Department.

The Surveyor 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 - SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

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 Surveying 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 "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
[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 Surveyor

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". Surveyor 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 Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor'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.

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 FOR
WILLIAMSON COUNTY ON-CALL SURVEYING 2020

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
Conventional Field Crew Services:	
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
GPS/RTK Field Crew Services:	
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

There is a minimum charge of 4 hours for above field crew services (unless otherwise agreed).

Office/Professional/Technical Services:	
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

McGRAY & McGRAY LAND SURVEYORS, INC.

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SURVEYOR RATE SCHEDULE
2020 PROFESSIONAL SURVEYING SERVICES FOR
WILLIAMSON COUNTY ON-CALL SURVEYING 2020

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.

Direct Expenses:

Hotel and Meals will be billed per Exhibit E of the master contract.

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 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 SURVEYING SERVICES

FIRM: **Surveying And Mapping, LLC ("Surveyor")**
ADDRESS: **4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, Texas 78735**
PROJECT: **Road & Bridge Department "On-Call" Surveying Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SURVEYING 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 Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(iv) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional surveyors; and

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor 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. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor 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. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor,

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
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying 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 Surveyor to perform one or more tasks of the Surveying 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 Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. 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 Surveyor'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 Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor 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 Surveyor is expected to complete the Surveying Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying 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 Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Surveying Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying 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, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor 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 Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying 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 Surveying 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 Surveying 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 Surveying 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 Surveyor shall receive compensation for only actual fees and costs of the Surveying 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 Surveying Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying 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 Surveying Services shall be an absolute condition of payment.

Surveyor 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 Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying 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, Surveyor 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 Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying 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 Surveying Services performed. Surveyor 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 Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Surveyor 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 Surveyor 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.

Surveyor 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 Surveyor 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 Surveyor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Surveying Services performed which causes the payment to be late; or

D. The invoice is not mailed to the Director of Road & Bridge 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 Surveyor 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 SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor 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. Surveyor 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:

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 Surveyor 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 Surveyor 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.

Surveyor's Designated Representative for purposes of this Contract is as follows:

Attn: Scott Brashear, RPLS
Surveying And Mapping, LLC
4801 Southwest Parkway, Bldg. Two, Suite 100
Austin, Texas 78735

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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 Surveyor's Designated Representative on behalf of Surveyor 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 Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor 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 Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor'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 Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying 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 Surveying 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 Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor 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 Surveying 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 Surveying 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, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor 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 Surveying Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor 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 Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying 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 Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying 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 Surveying 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 Surveying 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 data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor 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 Surveying Work Products under this Contract Surveying Work Products 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 Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor 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 Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor 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 Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor'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. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying 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 Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

Prior to Surveyor providing to County any Surveying Work Products in electronic form or County providing to Surveyor any electronic data for incorporation into the Surveying Work Products, County and Surveyor shall by separate written contract set forth the specific conditions governing the format of such Surveying Work Products or electronic data, including any special

limitations not otherwise provided in this Contract. Any electronic files are provided by Surveyor 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 Surveyor, the hardcopy shall prevail. Only printed copies of documents conveyed by Surveyor shall be relied upon.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor 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 Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying 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, Surveyor 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 Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'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 SURVEYOR 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 SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

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 Surveyor, as a consequence of failure by Surveyor to perform the Surveying 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 Surveyor, upon not less than thirty (30) days' written notice to Surveyor.

E. By satisfactory completion of all Surveying 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 Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying 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 Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying 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 Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under

this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor 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. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying 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

SURVEYOR 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 SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR 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 SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR 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 SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'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 SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR 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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying 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 Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor 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
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor'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 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.
5.

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. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor 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, Surveyor 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 Surveyor 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. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor 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 Surveyor, 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 Surveyor, Surveyor 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.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor 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 Surveyor shall be borne solely by Surveyor, 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 Surveyor 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. Surveyor 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
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying 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. Surveyor 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 Surveyor

which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor 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 Surveyor 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

Surveyor: Attn: Patrick A. Smith, Principal/SVP
Surveying And Mapping, LLC
4801 Southwest Parkway, Bldg. Two, Suite 100
Austin, Texas 78735

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying 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. Surveyor 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 Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without

waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor 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 surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor'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 Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor 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, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor 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 Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor'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. Surveyor 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 Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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 Surveyor 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, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor 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 Surveyor of the Surveyor'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 Surveyor 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 Surveyor 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 Surveyor'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 Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor 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 Surveyor 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 Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor 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 Surveyor, 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____

SURVEYOR

Surveying And Mapping, LLC

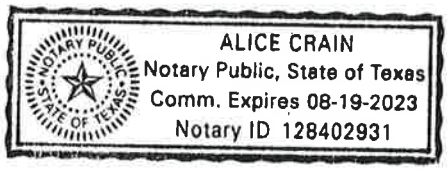
By _____

Printed Name: Patrick A. Smith

Title: Principal / Senior VP

Date: May 8, 2020

SUBSCRIBED and sworn to before me the undersigned authority by Patrick A. Smith _____ the Principal / SVP _____ of **SURVEYOR**, on behalf of said firm.



_____
Notary Public in and for the
State of Texas

My commission expires: 8/19/23

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying 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 Surveyor 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.

Surveying And Mapping, LLC
Name of Firm



Signature of Certifying Official

Patrick A. Smith
Printed Name of Certifying Official

Principal / Senior VP
Title of Certifying Official

May 8, 2020
Date

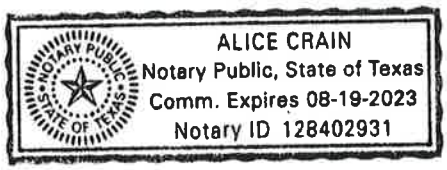
(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Patrick A. Smith _____ the Principal / SVP _____ of Surveying And Mapping on behalf of said firm.

Alice Crain

Notary Public in and for the
State of Texas



My commission expires: 8-19-23

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide surveying services to develop On-Call (as requested) Projects for the Road & Bridge Department.

The Surveyor 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 - SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

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 Surveying 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 "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____ Signature	By:_____ 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 Surveyor

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". Surveyor 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 Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor'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.

STANDARD RATE SCHEDULE
AUSTIN 2020

Effective January 1, 2020

SURVEY OFFICE PERSONNEL RATES:

Principal/Department Manager	$200.00 per hour
Senior Project Manager	$180.00 per hour
Project Manager	$160.00 per hour
Staff Surveyor	$135.00 per hour
Task Manager	$135.00 per hour
Project Coordinator	$115.00 per hour
Surveyor-In-Training (SIT)	$110.00 per hour
Senior Survey Technician	$110.00 per hour
Survey Technician	$98.00 per hour
Administration / Clerical Support	$75.00 per hour

SURVEY FIELD CREW RATES:

One (1) Person Survey Field Crew	$115.00 per hour
Two (2) Person Survey Field Crew	$155.00 per hour
Three (3) Person Survey Field Crew	$195.00 per hour
Field Coordinator	$105.00 per hour
Additional Rodperson, Chainperson or Flagperson	$40.00 per hour

GEOSPATIAL OFFICE PERSONNEL RATES:

Director/Operations Manager	$300.00 per hour
Senior Project Manager	$225.00 per hour
Acquisition Manager	$215.00 per hour
Project Manager	$175.00 per hour
Aircraft Pilot	$205.00 per hour
Project Coordinator	$125.00 per hour
Two (2) Person UAS Crew – Unmanned Pilot & Observer	$215.00 per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	$350.00 per hour
Photogrammetrist / Project Lead /sensor operator (Tech3)	$125.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician (Tech2)	$110.00 per hour
LiDAR / Photogrammetry Technician (Tech1)	$98.00 per hour

SURVEY EQUIPMENT RATES:

GPS Receiver	$25.00 per hour
ATV	$10.00 per hour
SX-10	$35.00 per hour
Digital Level	$4.00 per hour
Aluminum Boat	$15.00 per hour
HDS Laser Scanner	$115.00 per hour
VM810 Survey	$5.75 per hour
RD8100 Survey	$11.25 per hour
SPAR 300 Kit	$4.00 per hour
Weather Station	$6.00 per hour
Tier 1 HDS Scanner (BLK360 & Faro)	$32.00 per hour
Tracking Equipment (Hans Box & Traxall)	$2.75 per hour

GEOSPATIAL EQUIPMENT RATES:

Riegl VQ 1560I or 1560II LiDAR System	$1,300.00 per hour
Aerial LiDAR System HARRIER 68I	$700.00 per hour
Mobile Mapping System, includes 360° Camera System (Equipment Only)	$6,500.00 per day
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	$200.00 per hour
HDS Laser Scanner	$115.00 per hour
High Rail Equipped Vehicle	$10.00 per hour
Weather Station	$10.00 per hour
Oblique HD Camera System	$30.00 per hour
Video Camera System – Manned Aircraft	$5.00 per hour
360° Camera System – Terrestrial or Marine Stand Alone	$100.00 per hour
Helicopter (Turbine Engine Powered)	$1,450.00 per hour
Helicopter (Reciprocal Engine Powered)	$850.00 per hour
Fixed Wing Twin Engine piston	$1,300.00 per hour
Fixed Wing Single Engine (piston)	$750.00 per hour
Fixed wing single engine turbine	$1400.00 per hour
M600 or equivalent multirotor Unmanned Aerial System	$150.00 per hour
Skyfront/VAPOR/ORC Unmanned Aerial System	$500.00 per hour
GPS Receiver (Unmanned)	$25.00 per hour
Geospatial Work Station	$15.00 per hour
Small Lift UAV's	$50.00 per hour
Digital Imagery Processing	$32.00 each
Aerial Photography Flight Crew (Fixed Wing Aircraft)	$205.00 per hour
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	$120.00 per hour
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	$325.00 per hour
AP Transit Miles	$12.00 per mile
AP Project Flight Miles	$32.00 per mile
AP ABGPS Processing	$3,000.00/Project
FWAL Transit Miles	$12.00 per mile
FWAL Project Flight Miles	$32.00 per mile
B&W Processing (film, development, scanning)	$10.00 each
CIR Processing (film, development, scanning)	$10.00 each
Color Processing (Film, development, scanning)	$15.00 each
Digital Image Processing	$27.00 each

OTHER DIRECT RATES:

Mileage	IRS approved rate
Primary Control Monuments	$90.00 each
Ground Target	$20.00 each

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 SURVEYING SERVICES

FIRM: **Walker Texas Surveyors, Inc.** **("Surveyor")**
ADDRESS: **P O Box 324, Cedar Park TX 78630**
PROJECT: **Surveying Services for Road and Bridge Division** **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SURVEYING 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 Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(iv) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional surveyors; and

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor 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. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor 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. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor,

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
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying 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 Surveyor to perform one or more tasks of the Surveying 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 Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. 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 Surveyor'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 Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor 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 Surveyor is expected to complete the Surveying Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying 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 Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Surveying Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying 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, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor 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 Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying 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 Surveying 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 Surveying 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 Surveying 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 Surveyor shall receive compensation for only actual fees and costs of the Surveying 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 Surveying Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying 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 Surveying Services shall be an absolute condition of payment.

Surveyor 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 Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying 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, Surveyor 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 Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying 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 Surveying Services performed. Surveyor 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 Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Surveyor 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 Surveyor 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.

Surveyor 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 Surveyor 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 Surveyor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Surveying Services performed which causes the payment to be late; or

D. The invoice is not mailed to the Director of Road & Bridge 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 Surveyor 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 SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor 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. Surveyor 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:

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 Surveyor 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 Surveyor 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.

Surveyor's Designated Representative for purposes of this Contract is as follows:

____Karen Walker, President_____
____Walker Texas Surveyors Inc
_____P O Box 324_____
____Cedar Park__, ____TX__ __78630

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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 Surveyor's Designated Representative on behalf of Surveyor 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 Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor 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 Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor'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 Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying 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 Surveying 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 Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor 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 Surveying 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 Surveying 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, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor 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 Surveying Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor 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 Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying 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 Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying 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 Surveying 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 Surveying 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 data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor 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 Surveying Work Products under this Contract Surveying Work Products 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 Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor 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 Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor 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 Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor'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. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying 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 Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

Prior to Surveyor providing to County any Surveying Work Products in electronic form or County providing to Surveyor any electronic data for incorporation into the Surveying Work Products, County and Surveyor shall by separate written contract set forth the specific conditions governing the format of such Surveying Work Products or electronic data, including any special

limitations not otherwise provided in this Contract. Any electronic files are provided by Surveyor 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 Surveyor, the hardcopy shall prevail. Only printed copies of documents conveyed by Surveyor shall be relied upon.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor 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 Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying 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, Surveyor 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 Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'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 SURVEYOR 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 SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

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 Surveyor, as a consequence of failure by Surveyor to perform the Surveying 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 Surveyor, upon not less than thirty (30) days' written notice to Surveyor.

E. By satisfactory completion of all Surveying 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 Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying 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 Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying 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 Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under

this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor 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. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying 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

SURVEYOR 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 SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR 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 SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR 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 SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'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 SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR 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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying 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 Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor 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
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor'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 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.
5.

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. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor 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, Surveyor 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 Surveyor 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. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor 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 Surveyor, 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 Surveyor, Surveyor 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.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor 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 Surveyor shall be borne solely by Surveyor, 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 Surveyor 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. Surveyor 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
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying 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. Surveyor 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 Surveyor

which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor 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 Surveyor 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

Surveyor: _____Karen Walker, President___
____Walker Texas Surveyors Inc
_____P O Box 324_____
____Cedar Park__, ____TX__ __78630_____

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying 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. Surveyor 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 Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without

waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor 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 surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor'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 Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor 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, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor 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 Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor'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. Surveyor 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 Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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 Surveyor 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, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor 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 Surveyor of the Surveyor'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 Surveyor 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 Surveyor 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 Surveyor'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 Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor 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 Surveyor 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 Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor 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 Surveyor, 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_____

SURVEYOR

_____Walker Texas Surveyors, Inc_____

By_____Karen J Walker_____

Printed Name: _____Karen J. Walker_____

Title: _____President_____

Date: _____May 8__, 2020____

SUBSCRIBED and sworn to before me the undersigned authority by Karen Walker _____ the 8th of May 2020 of **SURVEYOR**, on behalf of said firm.

SAMANTHA KRONE
Notary Public, State of Texas
My Comm. Exp. 03-16-2023
ID No. 13015549-1

Samantha Krone
Notary Public in and for the
State of Texas

My commission expires: 3-14-23

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying 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 Surveyor 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:

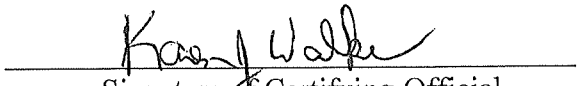
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; 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.

Walker Texas Surveyors, Inc.
Name of Firm


Signature of Certifying Official

Karen J. Walker
Printed Name of Certifying Official

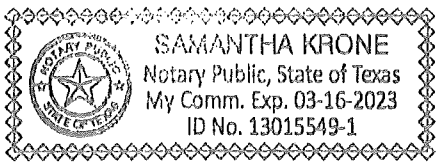
President
Title of Certifying Official

May 8, 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 Karen Walker _____ the 8th _____ of May 2020 ,on behalf of said firm.



Samantha Krone
Notary Public in and for the
State of Texas

My commission expires: 3-16-23

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide surveying services to develop On-Call (as requested) Projects for the Road & Bridge Department.

The Surveyor 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 - SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

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 Surveying 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 "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:

Walker Texas Surveyors Inc

[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 Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Exhibit D – Rate Schedule

Walker Texas Surveyors, Inc.

STANDARD RATE SCHEDULE

Effective January 1, 2020, the following rates apply for work performed on an hourly-charge basis.

DIRECT LABOR

Classification	Rates
RPLS	$150.00 per hour
Project Manager	$175.00 per hour
Senior Survey Technician	$120.00 per hour
CAD Draftsman	$90.00 per hour
Administrative/Research	$75.00 per hour
One (1) Person Field Crew	$130.00 per hour
Two (2) Person Field Crew	$175.00 per hour
Additional Crewmember	$45.00 per hour
Extra Vehicle – ATV/4 Wheeler, Flat Bottom Boat	$150.00 per day

DIRECT EXPENSES

Transportation:	Current IRS Rate
By Firm's Passenger Vehicles (Note 1)	
By Firm's Survey Trucks (Notes 1, 2, 3, & 4)	

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
3. A minimum of two hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
4. Field Crew stand-by time will be charged for at the above-shown appropriate rates.



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". Surveyor 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 Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor'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.

WILLIAMSON COUNTY
CONTRACT FOR SURVEYING SERVICES

FIRM: **_Diamond Surveying, Inc_ ("Surveyor")**
ADDRESS: **116 Skyline Road, Georgetown, TX 78628_**
PROJECT: **On-Call Survey Services_ ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SURVEYING 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 Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(iv) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional surveyors; and

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor 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. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor 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. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor,

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
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying 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 Surveyor to perform one or more tasks of the Surveying 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 Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. 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 Surveyor'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 Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor 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 Surveyor is expected to complete the Surveying Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying 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 Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Surveying Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying 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, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor 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 Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying 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 Surveying Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **three-hundred thousand Dollars ($300,000.00)** (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 Surveying 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 Surveying 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 Surveyor shall receive compensation for only actual fees and costs of the Surveying 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 Surveying Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying 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 Surveying Services shall be an absolute condition of payment.

Surveyor 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 Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to Mike Weaver of HNTB Corporation, 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 Surveying 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, Surveyor 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 Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying 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 Surveying Services performed. Surveyor 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 Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Surveyor 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 Surveyor 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.

Surveyor 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 Surveyor 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 Surveyor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Surveying 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 Surveyor 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 SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor 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. Surveyor 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 Surveyor 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 Surveyor 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.

Surveyor's Designated Representative for purposes of this Contract is as follows:

Shane Shafer, RPLS
Diamond Surveying, Inc.
116 Skyline Road
Georgetown, TX 78628
Email: shane@DiamondSurveying.com

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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 Surveyor's

Designated Representative on behalf of Surveyor 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 Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor 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 Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor'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 Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying 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 Surveying 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 Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor 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 Surveying 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 Surveying 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, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor 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 Surveying Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor 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 Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying 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 Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

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

Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying 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 Surveying 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 Surveying 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 data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor 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 Surveying Work Products under this Contract Surveying Work Products 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 Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor 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 Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor 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 Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor'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. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is

adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying 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 Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

Prior to Surveyor providing to County any Surveying Work Products in electronic form or County providing to Surveyor any electronic data for incorporation into the Surveying Work Products, County and Surveyor shall by separate written contract set forth the specific conditions governing the format of such Surveying Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Surveyor 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 Surveyor, the hardcopy shall prevail. Only printed copies of documents conveyed by Surveyor shall be relied upon.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor 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 Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying 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, Surveyor 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 Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'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 SURVEYOR 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 SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

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 Surveyor, as a consequence of failure by Surveyor to perform the Surveying 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 Surveyor, upon not less than thirty (30) days' written notice to Surveyor.
- **E.** By satisfactory completion of all Surveying 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 Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying 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 Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying 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 Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor 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. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying 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

SURVEYOR 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 SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH

SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR 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 SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR 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 SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'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 SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR 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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying 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 Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor 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
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor'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 $1,000,000.00 per claim and $2,000,000.00 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. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor 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, Surveyor 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 Surveyor 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. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor 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 Surveyor, 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 Surveyor, Surveyor 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.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor 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 Surveyor shall be borne solely by Surveyor, 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 Surveyor 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. Surveyor 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
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying 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. Surveyor 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 Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor 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 Surveyor 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

Surveyor: **Diamond Surveying, Inc.**
Shane Shafer, RPLS
116 Skyline Road
Georgetown, TX 78628

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying 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. Surveyor 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 Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor 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 surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor'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 Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an

experienced and qualified professional surveyor. However, since Surveyor 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, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor 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 Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor'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. Surveyor 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 Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor 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, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor 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 Surveyor of the Surveyor'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 Surveyor 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 Surveyor 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 Surveyor'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 Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor 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 Surveyor 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 Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor 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 Surveyor, 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_____

05/11/2020

SURVEYOR

Diamond Surveying, Inc.

By _____

Printed Name: Shane Shafer

Title: President

Date: May 7, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying 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 Surveyor 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.

Diamond Surveying
Name of Firm

_____
Signature of Certifying Official

Shane Shafer
Printed Name of Certifying Official

President
Title of Certifying Official

May 8, 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 SHANE SHAFER _____ the PRESIDENT of DIAMOND SURVEYING, INC. on behalf of said firm.

GARY A ROCKWOOD
Notary ID #130113465
My Commission Expires
March 26, 2023

GARY A. ROCKWOOD, _____
Notary Public in and for the
State of Texas

My commission expires: 3/26/2023

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide surveying services to develop On-Call (as requested) Projects under the Road Bond Program.

The Surveyor 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 - SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING



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 Surveying 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 "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
_____	
[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 Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Diamond Surveying, Inc.
SHANE SHAFER, R.P.L.S., PRESIDENT
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100
T.B.P.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

Effective January 1, 2020, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rates
Registered Professional Land Surveyor	$160.00 per hour
Project Manager	$140.00 per hour
Project Surveyor	$110.00 per hour
Senior CADD Technician	$125.00 per hour

FIELD PARTY SERVICES

Classification	Rates
1-Man Field Party	$120.00 per hour
2-Man Field Party	$160.00 per hour
3-Man Field Party	$190.00 per hour

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

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

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

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". Surveyor 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 Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor'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.

WILLIAMSON COUNTY
CONTRACT FOR SURVEYING SERVICES

FIRM: **Inland Geodetics_LLC ("Surveyor")**
ADDRESS: **1504 Chisholm Trial Ste: 103 Round Rock, Tx. 78681**
PROJECT: **2019 Road Bond Program "On-Call" Surveying Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SURVEYING 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 Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(iv) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional surveyors; and

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor 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. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor 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. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor,

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
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying 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 Surveyor to perform one or more tasks of the Surveying 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 Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. 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 Surveyor'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 Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor 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 Surveyor is expected to complete the Surveying Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying 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 Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Surveying Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying 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, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor 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 Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying 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 Surveying Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **three-hundred thousand Dollars ($300,000.00)** (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 Surveying 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 Surveying 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 Surveyor shall receive compensation for only actual fees and costs of the Surveying 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 Surveying Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying 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 Surveying Services shall be an absolute condition of payment.

Surveyor 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 Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to Mike Weaver of HNTB Corporation, 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 Surveying 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, Surveyor 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 Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying 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 Surveying Services performed. Surveyor 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 Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Surveyor 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 Surveyor 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.

Surveyor 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 Surveyor 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 Surveyor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Surveying 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 Surveyor 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 SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor 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. Surveyor 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 Surveyor 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 Surveyor 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.

Surveyor's Designated Representative for purposes of this Contract is as follows:

M. Stephen Truesdale

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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 Surveyor's Designated Representative on behalf of Surveyor 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 Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor 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 Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor'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 Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying 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 Surveying 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 Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor 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 Surveying 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 Surveying 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, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor 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 Surveying Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor 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 Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying 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 Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

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

Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying 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 Surveying 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 Surveying 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 data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor 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 Surveying Work Products under this Contract Surveying Work Products 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 Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor 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 Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor 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 Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor'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. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is

adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying 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 Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

Prior to Surveyor providing to County any Surveying Work Products in electronic form or County providing to Surveyor any electronic data for incorporation into the Surveying Work Products, County and Surveyor shall by separate written contract set forth the specific conditions governing the format of such Surveying Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Surveyor 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 Surveyor, the hardcopy shall prevail. Only printed copies of documents conveyed by Surveyor shall be relied upon.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor 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 Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying 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, Surveyor 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 Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'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 SURVEYOR 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 SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

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 Surveyor, as a consequence of failure by Surveyor to perform the Surveying 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 Surveyor, upon not less than thirty (30) days' written notice to Surveyor.

E. By satisfactory completion of all Surveying 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 Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying 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 Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying 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 Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor 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. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying 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

SURVEYOR 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 SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH

SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR 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 SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR 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 SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'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 SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR 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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying 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 Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor 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
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor'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. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor 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, Surveyor 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 Surveyor 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. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor 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 Surveyor, 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 Surveyor, Surveyor 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.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor 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 Surveyor shall be borne solely by Surveyor, 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 Surveyor 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. Surveyor 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
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying 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. Surveyor 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 Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor 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 Surveyor 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

Surveyor: Inland Geodetics LLC_
1504 Chisholm Trail Rd Ste: 103
Round Rock Tx. 78681

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying 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. Surveyor 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 Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor 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 surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor'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 Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor 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, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor 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 Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor'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. Surveyor 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 Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor 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, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor 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 Surveyor of the Surveyor'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 Surveyor 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 Surveyor 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 Surveyor'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 Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor 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 Surveyor 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 Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor 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 Surveyor, 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

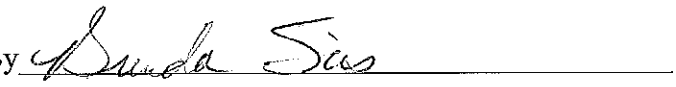
By: _____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20____

05/11/2020

SURVEYOR

Inland Geodetics LLC

By 

Printed Name: Brenda Sies

Title: President_

Date: May 7, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying 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 Surveyor 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.

Inland Geodetics LLC
Name of Firm

Signature of Certifying Official

Brenda Sies
Printed Name of Certifying Official

President
Title of Certifying Official

May 11, 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 Brenda Sies the President of Inland Geodetics LLC on behalf of said firm.

Carolyn R Cayson

Notary Public in and for the
State of Texas

My commission expires: 10/03/2022

CAROLYN R CAYSON
My Notary ID # 125863280
Expires October 3, 2022

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide surveying services to develop On-Call (as requested) Projects under the Road Bond Program.

The Surveyor 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 - SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

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 Surveying 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 "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
[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 Surveyor

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". Surveyor 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 Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor'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

SUBPROVIDER NAME: **Inland Geodetics, LLC**

Surveying Services (SS)	Contract Rate
Project Manager	$169.71
Licensed State Land Surveyor	$161.81
Registered Professional Land Surveyor	$165.76
Survey Technician	$119.19
Clerical Support	$68.41
Field Crew Services	
2 - Person Survey Crew	$150.00
3 - Person Survey Crew	$170.00
4 - Person Survey Crew	$190.00
Additional Crew Member	$54.00
GPS Field Operator & Vehicle & GPS Receiver	$120.00
All Terrain Vehicle (per day)	$55.00
Additional Vehicle (per day)	$60.00
Contract hourly rates include labor, overhead, and profit.	



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 SURVEYING SERVICES

FIRM: **Landesign Services, Inc. ("Surveyor")**
ADDRESS: **10090 W Highway 29**
Liberty Hill, TX 78642
PROJECT: **RFQ 2586 Road Bond On-Call Surveying Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SURVEYING 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 Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(iv) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional surveyors; and

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor 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. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor 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. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor, 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
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying 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 Surveyor to perform one or more tasks of the Surveying 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 Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. 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 Surveyor'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 Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor 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 Surveyor is expected to complete the Surveying Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying 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 Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Surveying Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying 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, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor 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 Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying 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 Surveying Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **three-hundred thousand Dollars ($300,000.00)** (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 Surveying 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 Surveying 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 Surveyor shall receive compensation for only actual fees and costs of the Surveying 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 Surveying Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying 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 Surveying Services shall be an absolute condition of payment.

Surveyor 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 Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to Mike Weaver of HNTB Corporation, 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 Surveying 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, Surveyor 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 Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying 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 Surveying Services performed. Surveyor 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 Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Surveyor 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 Surveyor 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.

Surveyor 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 Surveyor 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 Surveyor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Surveying 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 Surveyor 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 SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor 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. Surveyor 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 Surveyor 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 Surveyor 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.

Surveyor's Designated Representative for purposes of this Contract is as follows:

Travis S. Tabor, RPLS
10090 W Highway 29
Liberty Hill, TX 78642
512-238-7901
t.tabor@Lsisurvey.com

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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 Surveyor's

Designated Representative on behalf of Surveyor 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 Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor 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 Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor'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 Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying 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 Surveying 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 Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor 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 Surveying 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 Surveying 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, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor 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 Surveying Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor 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 Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying 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 Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

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

Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying 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 Surveying 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 Surveying 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 data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor 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 Surveying Work Products under this Contract Surveying Work Products 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 Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor 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 Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor 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 Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor'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. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is

adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying 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 Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

Prior to Surveyor providing to County any Surveying Work Products in electronic form or County providing to Surveyor any electronic data for incorporation into the Surveying Work Products, County and Surveyor shall by separate written contract set forth the specific conditions governing the format of such Surveying Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Surveyor 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 Surveyor, the hardcopy shall prevail. Only printed copies of documents conveyed by Surveyor shall be relied upon.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor 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 Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying 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, Surveyor 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 Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. **SURVEYOR'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 SURVEYOR 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 SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.**

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

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 Surveyor, as a consequence of failure by Surveyor to perform the Surveying 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 Surveyor, upon not less than thirty (30) days' written notice to Surveyor.

E. By satisfactory completion of all Surveying 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 Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying 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 Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying 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 Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor 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. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying 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

SURVEYOR 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 SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH

SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR 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 SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR 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 SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'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 SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR 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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying 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 Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor 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
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor'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. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor 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, Surveyor 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 Surveyor 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. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor 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 Surveyor, 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 Surveyor, Surveyor 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.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor 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 Surveyor shall be borne solely by Surveyor, 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 Surveyor 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. Surveyor 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
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying 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. Surveyor 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 Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor 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 Surveyor 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

Surveyor: **Landesign Services, Inc.**
Attn: Travis S. Tabor, RPLS
10090 W Highway 29
Liberty Hill, TX 78642

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying 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. Surveyor 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 Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor 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 surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor'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 Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an

experienced and qualified professional surveyor. However, since Surveyor 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, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor 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 Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor'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. Surveyor 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 Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor 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, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor 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 Surveyor of the Surveyor'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 Surveyor 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 Surveyor 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 Surveyor'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 Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor 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 Surveyor 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 Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor 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 Surveyor, 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____

05/11/2020

SURVEYOR

Landesign Services, Inc.

By: Brandy Tabor

Printed Name: Brandy Tabor

Title: President

Date: May 7, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying 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 Surveyor 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.

Landesign Services, Inc.
Name of Firm

Brandy Tabor
Signature of Certifying Official

Brandy Tabor
Printed Name of Certifying Official

President
Title of Certifying Official

May 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 Brandy Tabor the President of Landesign Services, on behalf of said firm.



Joseph McArmstrong
Notary Public in and for the
State of Texas

My commission expires: 02/13/23

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide surveying services to develop On-Call (as requested) Projects under the Road Bond Program.

The Surveyor 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 - SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

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 Surveying 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 "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:

[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 Surveyor

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". Surveyor 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 Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor'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.

LSI LANDESIGN SERVICES, INC.
10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

Exhibit D

2020 RATE SCHEDULE

Expert Witness	$200.00 per hour
Project Manager – Registered Professional Land Surveyor	$155.00 per hour
Staff Surveyor – Registered Professional Land Surveyor	$130.00 per hour
Senior Survey Technician	$105.00 per hour
Survey Technician	$88.00 per hour
GIS Technician	$82.00 per hour
Abstractor	$65.00 per hour
Clerical	$60.00 per hour
Delivery	$50.00 per hour
Three Person Field Crew	$190.00 per hour
Two Person Field Crew	$165.00 per hour
One Person Field Crew	$120.00 per hour



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 SURVEYING SERVICES

FIRM: **McGray & McGray Land Surveyors, Inc. ("Surveyor")**
ADDRESS: **3301 Hancock Drive, Suite 6, Austin, Texas 78731**
PROJECT: **2019 Road Bond Program "On-Call" Surveying Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SURVEYING 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 Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(iv) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional surveyors; and

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor 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. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor 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. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor,

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
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying 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 Surveyor to perform one or more tasks of the Surveying 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 Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. 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 Surveyor'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 Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor 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 Surveyor is expected to complete the Surveying Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying 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 Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Surveying Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying 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, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor 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 Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying 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 Surveying Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **three-hundred thousand Dollars ($300,000.00)** (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 Surveying 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 Surveying 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 Surveyor shall receive compensation for only actual fees and costs of the Surveying 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 Surveying Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying 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 Surveying Services shall be an absolute condition of payment.

Surveyor 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 Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to Mike Weaver of HNTB Corporation, 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 Surveying 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, Surveyor 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 Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying 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 Surveying Services performed. Surveyor 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 Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Surveyor 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 Surveyor 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.

Surveyor 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 Surveyor 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 Surveyor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Surveying 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 Surveyor 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 SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor 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. Surveyor 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 Surveyor 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 Surveyor 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.

Surveyor's Designated Representative for purposes of this Contract is as follows:

Chris Conrad, Vice President
McGray & McGray Land Surveyors, Inc.
3301 Hancock Drive, Suite 6
Austin, Texas 78731

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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 Surveyor's Designated Representative on behalf of Surveyor 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 Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor 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 Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor'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 Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying 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 Surveying 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 Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor 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 Surveying 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 Surveying 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, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor 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 Surveying Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor 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 Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying 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 Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

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

Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying 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 Surveying 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 Surveying 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 data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor 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 Surveying Work Products under this Contract Surveying Work Products 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 Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor 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 Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor 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 Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor'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. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is

adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying 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 Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

Prior to Surveyor providing to County any Surveying Work Products in electronic form or County providing to Surveyor any electronic data for incorporation into the Surveying Work Products, County and Surveyor shall by separate written contract set forth the specific conditions governing the format of such Surveying Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Surveyor 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 Surveyor, the hardcopy shall prevail. Only printed copies of documents conveyed by Surveyor shall be relied upon.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor 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 Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying 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, Surveyor 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 Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'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 SURVEYOR 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 SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

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 Surveyor, as a consequence of failure by Surveyor to perform the Surveying 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 Surveyor, upon not less than thirty (30) days' written notice to Surveyor.
- **E.** By satisfactory completion of all Surveying 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 Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying 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 Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying 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 Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor 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. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying 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

SURVEYOR 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 SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH

SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR 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 SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR 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 SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'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 SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR 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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying 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 Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor 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
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor'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. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor 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, Surveyor 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 Surveyor 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. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor 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 Surveyor, 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 Surveyor, Surveyor 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.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor 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 Surveyor shall be borne solely by Surveyor, 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 Surveyor 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. Surveyor 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
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying 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. Surveyor 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 Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor 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 Surveyor 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

Surveyor: McGray & McGray Land Surveyors, Inc.
Attn: Chris Conrad
3301 Hancock Drive, Suite 6
Austin, Texas 78731

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying 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. Surveyor 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 Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor 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 surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor'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 Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an

experienced and qualified professional surveyor. However, since Surveyor 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, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor 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 Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor'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. Surveyor 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 Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor 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, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor 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 Surveyor of the Surveyor'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 Surveyor 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 Surveyor 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 Surveyor'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 Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor 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 Surveyor 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 Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor 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 Surveyor, 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_____

05/11/2020

SURVEYOR

McGray & McGray Land Surveyors, Inc.

By_____

Printed Name: Chris Conrad

Title: Vice President

Date: May 11, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying 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 Surveyor 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:

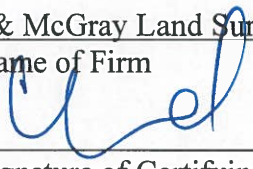
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; 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.

McGray & McGray Land Surveyors, Inc.
Name of Firm



Signature of Certifying Official

Chris Conrad
Printed Name of Certifying Official

Vice President
Title of Certifying Official

May 11, 2020
Date

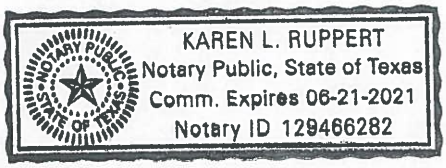
(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Travis County _____ the 11th of May, 2020, on behalf of said firm.

Karen L Ruppert

Notary Public in and for the
State of Texas



My commission expires: 6/21/2020

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide surveying services to develop On-Call (as requested) Projects under the Road Bond Program.

The Surveyor 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 - SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING



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 Surveying 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 "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
[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 Surveyor

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". Surveyor 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 Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor'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.

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 FOR
WILLIAMSON COUNTY ON-CALL SURVEYING 2020

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
Conventional Field Crew Services:	
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
GPS/RTK Field Crew Services:	
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

There is a minimum charge of 4 hours for above field crew services (unless otherwise agreed).

Office/Professional/Technical Services:	
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

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SURVEYOR RATE SCHEDULE
2020 PROFESSIONAL SURVEYING SERVICES FOR
WILLIAMSON COUNTY ON-CALL SURVEYING 2020

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.

Direct Expenses:

Hotel and Meals will be billed per Exhibit E of the master contract.

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 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 SURVEYING SERVICES

FIRM: **Surveying And Mapping, LLC ("Surveyor")**
ADDRESS: **4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, Texas 78735**
PROJECT: **2019 Road Bond Program "On-Call" Surveying Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SURVEYING 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 Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(iv) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional surveyors; and

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor 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. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor 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. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor,

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
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying 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 Surveyor to perform one or more tasks of the Surveying 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 Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. 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 Surveyor'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 Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor 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 Surveyor is expected to complete the Surveying Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying 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 Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Surveying Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying 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, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor 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 Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying 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 Surveying Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **three-hundred thousand Dollars ($300,000.00)** (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 Surveying 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 Surveying 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 Surveyor shall receive compensation for only actual fees and costs of the Surveying 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 Surveying Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying 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 Surveying Services shall be an absolute condition of payment.

Surveyor 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 Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to Mike Weaver of HNTB Corporation, 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 Surveying 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, Surveyor 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 Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying 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 Surveying Services performed. Surveyor 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 Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Surveyor 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 Surveyor 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.

Surveyor 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 Surveyor 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 Surveyor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Surveying 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 Surveyor 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 SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor 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. Surveyor 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 Surveyor 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 Surveyor 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.

Surveyor's Designated Representative for purposes of this Contract is as follows:

Attn: Scott Brashear, RPLS
Surveying And Mapping, LLC
4801 Southwest Parkway, Bldg. Two, Suite 100
Austin, Texas 78735

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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 Surveyor's Designated Representative on behalf of Surveyor 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 Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor 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 Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor'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 Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying 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 Surveying 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 Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor 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 Surveying 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 Surveying 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, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor 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 Surveying Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor 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 Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying 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 Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

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

Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying 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 Surveying 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 Surveying 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 data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor 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 Surveying Work Products under this Contract Surveying Work Products 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 Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor 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 Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor 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 Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor'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. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is

adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying 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 Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

Prior to Surveyor providing to County any Surveying Work Products in electronic form or County providing to Surveyor any electronic data for incorporation into the Surveying Work Products, County and Surveyor shall by separate written contract set forth the specific conditions governing the format of such Surveying Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Surveyor 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 Surveyor, the hardcopy shall prevail. Only printed copies of documents conveyed by Surveyor shall be relied upon.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor 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 Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying 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, Surveyor 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 Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. SURVEYOR'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 SURVEYOR 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 SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

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 Surveyor, as a consequence of failure by Surveyor to perform the Surveying 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 Surveyor, upon not less than thirty (30) days' written notice to Surveyor.

E. By satisfactory completion of all Surveying 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 Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying 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 Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying 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 Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor 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. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying 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

SURVEYOR 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 SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH

SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR 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 SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR 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 SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'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 SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR 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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying 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 Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor 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
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor'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. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor 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, Surveyor 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 Surveyor 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. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor 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 Surveyor, 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 Surveyor, Surveyor 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.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor 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 Surveyor shall be borne solely by Surveyor, 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 Surveyor 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. Surveyor 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
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying 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. Surveyor 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 Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor 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 Surveyor 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

Surveyor: Attn: Patrick A. Smith, Principal/SVP
Surveying And Mapping, LLC
4801 Southwest Parkway, Bldg. Two, Suite 100
Austin, Texas 78735

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying 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. Surveyor 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 Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor 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 surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor'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 Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an

experienced and qualified professional surveyor. However, since Surveyor 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, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor 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 Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor'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. Surveyor 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 Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor 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, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor 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 Surveyor of the Surveyor'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 Surveyor 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 Surveyor 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 Surveyor'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 Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor 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 Surveyor 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 Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor 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 Surveyor, 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

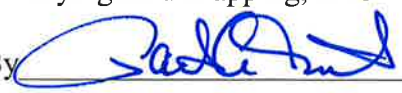
WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20____ 05/11/2020

SURVEYOR

Surveying And Mapping, LLC

By 

Printed Name: Patrick A. Smith

Title: Principal / Senior VP

Date: May 8, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying 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 Surveyor 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.

Surveying And Mapping, LLC
Name of Firm



Signature of Certifying Official

Patrick A. Smith
Printed Name of Certifying Official

Principal / Senior VP
Title of Certifying Official

May 8, 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 Patricia A. Smith _____ the Principal / SMR _____ of Surveying And Mapping on behalf of said firm.

Alice Crain

Notary Public in and for the
State of Texas

ALICE CRAIN
Notary Public, State of Texas
Comm. Expires 08-19-2023
Notary ID 128402931

My commission expires: 8-19-23

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide surveying services to develop On-Call (as requested) Projects under the Road Bond Program.

The Surveyor 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 - SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

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 Surveying 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 "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____ Signature	By:_____ 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 Surveyor

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". Surveyor 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 Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor'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.

STANDARD RATE SCHEDULE
AUSTIN 2020

Effective January 1, 2020

SURVEY OFFICE PERSONNEL RATES:

Principal/Department Manager	$200.00 per hour
Senior Project Manager	$180.00 per hour
Project Manager	$160.00 per hour
Staff Surveyor	$135.00 per hour
Task Manager	$135.00 per hour
Project Coordinator	$115.00 per hour
Surveyor-In-Training (SIT)	$110.00 per hour
Senior Survey Technician	$110.00 per hour
Survey Technician	$98.00 per hour
Administration / Clerical Support	$75.00 per hour

SURVEY FIELD CREW RATES:

One (1) Person Survey Field Crew	$115.00 per hour
Two (2) Person Survey Field Crew	$155.00 per hour
Three (3) Person Survey Field Crew	$195.00 per hour
Field Coordinator	$105.00 per hour
Additional Rodperson, Chainperson or Flagperson	$40.00 per hour

GEOSPATIAL OFFICE PERSONNEL RATES:

Director/Operations Manager	$300.00 per hour
Senior Project Manager	$225.00 per hour
Acquisition Manager	$215.00 per hour
Project Manager	$175.00 per hour
Aircraft Pilot	$205.00 per hour
Project Coordinator	$125.00 per hour
Two (2) Person UAS Crew – Unmanned Pilot & Observer	$215.00 per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	$350.00 per hour
Photogrammetrist / Project Lead /sensor operator (Tech3)	$125.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician (Tech2)	$110.00 per hour
LiDAR / Photogrammetry Technician (Tech1)	$98.00 per hour

SURVEY EQUIPMENT RATES:

GPS Receiver	$25.00 per hour
ATV	$10.00 per hour
SX-10	$35.00 per hour
Digital Level	$4.00 per hour
Aluminum Boat	$15.00 per hour
HDS Laser Scanner	$115.00 per hour
VM810 Survey	$5.75 per hour
RD8100 Survey	$11.25 per hour
SPAR 300 Kit	$4.00 per hour
Weather Station	$6.00 per hour
Tier 1 HDS Scanner (BLK360 & Faro)	$32.00 per hour
Tracking Equipment (Hans Box & Traxall)	$2.75 per hour

GEOSPATIAL EQUIPMENT RATES:

Riegl VQ 1560I or 1560II LiDAR System	$1,300.00 per hour
Aerial LiDAR System HARRIER 68I	$700.00 per hour
Mobile Mapping System, includes 360° Camera System (Equipment Only)	$6,500.00 per day
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	$200.00 per hour
HDS Laser Scanner	$115.00 per hour
High Rail Equipped Vehicle	$10.00 per hour
Weather Station	$10.00 per hour
Oblique HD Camera System	$30.00 per hour
Video Camera System – Manned Aircraft	$5.00 per hour
360° Camera System – Terrestrial or Marine Stand Alone	$100.00 per hour
Helicopter (Turbine Engine Powered)	$1,450.00 per hour
Helicopter (Reciprocal Engine Powered)	$850.00 per hour
Fixed Wing Twin Engine piston	$1,300.00 per hour
Fixed Wing Single Engine (piston)	$750.00 per hour
Fixed wing single engine turbine	$1400.00 per hour
M600 or equivalent multirotor Unmanned Aerial System	$150.00 per hour
Skyfront/VAPOR/ORC Unmanned Aerial System	$500.00 per hour
GPS Receiver (Unmanned)	$25.00 per hour
Geospatial Work Station	$15.00 per hour
Small Lift UAV's	$50.00 per hour
Digital Imagery Processing	$32.00 each
Aerial Photography Flight Crew (Fixed Wing Aircraft)	$205.00 per hour
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	$120.00 per hour
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	$325.00 per hour
AP Transit Miles	$12.00 per mile
AP Project Flight Miles	$32.00 per mile
AP ABGPS Processing	$3,000.00/Project
FWAL Transit Miles	$12.00 per mile
FWAL Project Flight Miles	$32.00 per mile
B&W Processing (film, development, scanning)	$10.00 each
CIR Processing (film, development, scanning)	$10.00 each
Color Processing (Film, development, scanning)	$15.00 each
Digital Image Processing	$27.00 each

OTHER DIRECT RATES:

Mileage	IRS approved rate
Primary Control Monuments	$90.00 each
Ground Target	$20.00 each



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 SURVEYING SERVICES

FIRM: **Walker Texas Surveyors, Inc.** **("Surveyor")**
ADDRESS: **P O Box 324 Cedar Park, TX 78630**
PROJECT: **Surveying Services for Road Bond Program ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SURVEYING 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 Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(iv) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional surveyors; and

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor 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. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor 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. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor,

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
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying 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 Surveyor to perform one or more tasks of the Surveying 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 Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. 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 Surveyor'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 Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor 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 Surveyor is expected to complete the Surveying Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying 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 Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Surveying Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying 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, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor 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 Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying 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 Surveying Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **three-hundred thousand Dollars ($300,000.00)** (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 Surveying 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 Surveying 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 Surveyor shall receive compensation for only actual fees and costs of the Surveying 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 Surveying Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying 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 Surveying Services shall be an absolute condition of payment.

Surveyor 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 Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to Mike Weaver of HNTB Corporation, 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 Surveying 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, Surveyor 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 Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying 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 Surveying Services performed. Surveyor 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 Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Surveyor 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 Surveyor 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.

Surveyor 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 Surveyor 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 Surveyor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Surveying 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 Surveyor 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 SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor 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. Surveyor 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 Surveyor 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 Surveyor 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.

Surveyor's Designated Representative for purposes of this Contract is as follows:

_____Karen Walker, President__
_____Walker Texas Surveyors, Inc._
_ P O Box 324
__ Cedar Park, TX__ _78630_

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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 Surveyor's Designated Representative on behalf of Surveyor 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 Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor 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 Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor'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 Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Surveying Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Surveyor to determine corrective action required.

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying 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 Surveying 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 Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor 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 Surveying 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 Surveying 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, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor 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 Surveying Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor 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 Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying 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 Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

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

Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying 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 Surveying 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 Surveying 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 data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor 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 Surveying Work Products under this Contract Surveying Work Products 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 Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor 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 Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor 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 Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

Upon execution of this Contract, Surveyor grants to County permission to reproduce Surveyor'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. Surveyor shall obtain similar permission from Surveyor's subcontractors/subconsultants consistent with this Contract. If and upon the date Surveyor is

adjudged in default of this Contract, County is permitted to authorize other similarly credentialed surveying 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 Surveyor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Surveying Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Surveying Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Surveying Work Products shall be at County's sole risk and without liability to Surveyor and its Surveyors.

Prior to Surveyor providing to County any Surveying Work Products in electronic form or County providing to Surveyor any electronic data for incorporation into the Surveying Work Products, County and Surveyor shall by separate written contract set forth the specific conditions governing the format of such Surveying Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Surveyor 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 Surveyor, the hardcopy shall prevail. Only printed copies of documents conveyed by Surveyor shall be relied upon.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF SURVEYING SERVICES

Surveyor's Surveying Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All surveying documents shall be submitted by Surveyor 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 Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

If the submission is not Complete, County shall notify Surveyor, who shall perform such professional services as are required to complete the Surveying Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying 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, Surveyor 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 Surveying Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Surveyor shall, without additional compensation, perform any work required as a result of Surveyor's development of the work which is found to be in error or omission due to Surveyor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Surveying Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Surveyor's Surveying Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Surveyor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Surveyor. **SURVEYOR'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 SURVEYOR 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 SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.**

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

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 Surveyor, as a consequence of failure by Surveyor to perform the Surveying 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 Surveyor, upon not less than thirty (30) days' written notice to Surveyor.

E. By satisfactory completion of all Surveying 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 Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying 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 Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying 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 Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor 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. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

B. Taxes. Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying 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

SURVEYOR 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 SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH

SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR 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 SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR 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 SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'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 SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR 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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying 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 Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor 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
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

Surveyor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Surveyor, at Surveyor'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. Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Surveyor 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, Surveyor 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 Surveyor 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. Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor 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 Surveyor, 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 Surveyor, Surveyor 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.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor 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 Surveyor shall be borne solely by Surveyor, 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 Surveyor 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. Surveyor 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
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying 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. Surveyor 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 Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor 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 Surveyor 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

Surveyor: ___ Karen Walker, President____
__ Walker Texas Surveyors, Inc __
_____ P O Box 324_____
_____Cedar Park, TX _78630_____

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying 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. Surveyor 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 Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor 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 surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor'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 Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an

experienced and qualified professional surveyor. However, since Surveyor 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, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor 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 Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor'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. Surveyor 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 Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor 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, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor 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 Surveyor of the Surveyor'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 Surveyor 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 Surveyor 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 Surveyor'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 Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor 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 Surveyor 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 Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor 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 Surveyor, 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_____ 05/11/2020

SURVEYOR

_____Walker Texas Surveyors, Inc._____

By_____

Printed Name: ____Karen J. Walker_____

Title: ____ _President_____

Date: _____May 8, 2020____

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying 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 Surveyor 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:

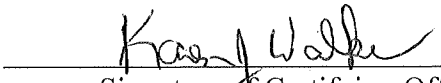
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; 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.

Walker Texas Surveyors, Inc.
Name of Firm


Signature of Certifying Official

Karen J. Walker
Printed Name of Certifying Official

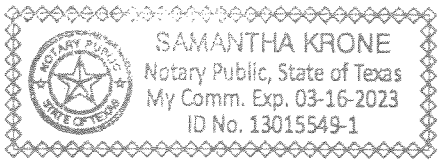
President
Title of Certifying Official

May 8, 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 Karen Walker _____ the 8th _____ of May 2020 ,on behalf of said firm.



Samantha Krone
Notary Public in and for the
State of Texas

My commission expires: 3-16-23

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide surveying services to develop On-Call (as requested) Projects under the Road Bond Program.

The Surveyor 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 - SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING



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 Surveying 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 "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 _____ ____, 20_____. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
Walker Texas Surveyors, Inc	
[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 Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Exhibit D – Rate Schedule

Walker Texas Surveyors, Inc.

STANDARD RATE SCHEDULE

Effective January 1, 2020, the following rates apply for work performed on an hourly-charge basis.

DIRECT LABOR

Classification	Rates
RPLS	$150.00 per hour
Project Manager	$175.00 per hour
Senior Survey Technician	$120.00 per hour
CAD Draftsman	$90.00 per hour
Administrative/Research	$75.00 per hour
One (1) Person Field Crew	$130.00 per hour
Two (2) Person Field Crew	$175.00 per hour
Additional Crewmember	$45.00 per hour
Extra Vehicle – ATV/4 Wheeler, Flat Bottom Boat	$150.00 per day

DIRECT EXPENSES

Transportation:	Current IRS Rate
By Firm's Passenger Vehicles (Note 1)	
By Firm's Survey Trucks (Notes 1, 2, 3, & 4)	

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
3. A minimum of two hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
4. Field Crew stand-by time will be charged for at the above-shown appropriate rates.



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". Surveyor 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 Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor'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 **46.**

Meeting Date: 05/19/2020

Change Order No 1 to contract number IFB 1906 324 for FY 19 County Road Seal Coat

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1906-324, in the amount of $26,277.00 for County Road Seal Coat - FY 19.

Background

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved. Original contract amount was $1,192,809.00. With the addition of this change order, of $26,277.00, final contract amount will be $1,219,086.00. The change order is the result of changes to application rates of the asphalt and aggregate due to unforeseen site conditions. Funding Source : 0200-0210-003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order No. 1- CR Seal Coat FY 19

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 10:42 AM
Form Started By: Kelly Murphy		Started On: 05/14/2020 09:55 AM
Final Approval Date: 05/14/2020		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: D.I.J. Construction, Inc.

2. Change Order Work Limits: Sta. ALL to Sta. ALL

3. Type of Change(on federal-aid non-exempt projects): _____ (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	*1906-324*
Roadway:	*Seal Coat FY 19*
Purchase Order Number:	*173091*

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: All
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions 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 5-11-2020

By Kayla Rathaham

Typed/Printed Name Kayla Rathercham

Typed/Printed Title Chief Accounting Officer

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $26,277.00

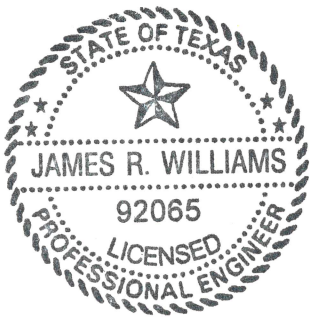
RECOMMENDED FOR EXECUTION:

5-13-20
Project Manager Date
Construction Observer

James R. Williams 12 MAY 2020
Design Engineer Date

Robert B. Daigh 5/13/20
Program Manager 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: *1* ***Project #*** *1906-324*

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
316-6175	AGGR (TY-B GR-4 SAC-B)	CY	$83.00	4,314.00	$358,062.00	378.00	4,692.00	$389,436.00	$31,374.00
316-6466	ASOH (CHFRS-2P OR CRS-2P)	GAL	$3.00	223,249.00	$669,747.00	(1,699.00)	221,550.00	$664,650.00	($5,097.00)
500-2001	MOBILIZATION	LS	$120,000.00	1.00	$120,000.00	0.00	1.00	$120,000.00	$0.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$22,500.00	2.00	$45,000.00	0.00	2.00	$45,000.00	$0.00
	TOTALS				$1,192,809.00			$1,219,086.00	$26,277.00

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

Commissioners Court - Regular Session **47.**

Meeting Date: 05/19/2020

Change Order No 2 to contract number IFB 1907 331 for CR 279

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 2, to contract number IFB 1907-331, in the amount of -$6,412.30 for CR 279 Stabilizing, Milling and Overlay from CR 281 to the Liberty Hill city limits.

Background

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved. Original contract amount was $986,624.94. Change Order #1 increased the contract amount to $997,545.06. With the addition of this change order, of -$6,412.30, final contract amount will be $991,132.76. Funding Source : 0200-0210-003599

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order No. 2- CR 279

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 10:57 AM
Form Started By: Kelly Murphy		Started On: 05/14/2020 10:42 AM
Final Approval Date: 05/14/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **Smith Contracting**

2. Change Order Work Limits: Sta. **19+50.00** to Sta. **43+00.00**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***1907-331***
Roadway:	***CR 279***
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: **All**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date 4/21/20

By [signature]

Typed/Printed Name Christopher López

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($6,412.30)**

RECOMMENDED FOR EXECUTION:

[signature] 4/27/20
Project Manager / Construction Observer — Date

[signature] 04/29/20
Design Engineer — Date

[signature] 5/6/20
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

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

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2 ***Project # 1907-331***

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
160-6003	FURNISH AND PLACE TOPSOIL (4")	SY	$3.75	8196.00	$30,735.00	0.00	8196.00	$30,735.00	$0.00
164-6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	$0.40	8196.00	$3,278.40	0.00	8196.00	$3,278.40	$0.00
166-6001	FERTILIZER	AC	$1,600.00	2.00	$3,200.00	0.00	2.00	$3,200.00	$0.00
168-6001	VEGETATIVE WATERING	MG	$18.00	1017.00	$18,306.00	0.00	1017.00	$18,306.00	$0.00
275-6001	CEMENT	TON	$165.00	479.00	$79,035.00	37.20	516.20	$85,173.00	$6,138.00
275-6038	CEMENT TREAT (EXIST MATL) (DC) (8")	SY	$2.25	35112.00	$79,002.00	(77.40)	35034.60	$78,827.85	($174.15)
316-6175	AGGR (TY-B GR-4 SAC-B)	CY	$215.00	306.00	$65,790.00	21.00	327.00	$70,305.00	$4,515.00
316-6466	ASPH (CHFRS-2P or CRS-2P)	GAL	$5.00	12290.00	$61,450.00	640.00	12930.00	$64,650.00	$3,200.00
341-6043	D-GR HMA TY-D PG70-22	TON	$105.00	3863.00	$405,615.00	(69.00)	3794.00	$398,370.00	($7,245.00)
354-6021	PLANE ASPH CONC PAV (0"-2")	SY	$12.25	3945.00	$48,326.25	(1810.00)	2135.00	$26,153.75	($22,172.50)
500-6001	MOB	LS	$90,000.00	1.00	$90,000.00	0.00	1.00	$90,000.00	$0.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$2,500.00	2.00	$5,000.00	0.00	2.00	$5,000.00	$0.00
530-6005	DRIVEWAYS (ACP)	SY	$32.00	2097.00	$67,104.00	439.44	2536.44	$81,166.08	$14,062.08
662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	$1.25	1225.00	$1,531.25	(1225.00)	0.00	$0.00	($1,531.25)
662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	$1.75	1220.00	$2,135.00	(1220.00)	0.00	$0.00	($2,135.00)
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.17	24502.00	$4,165.34	(348.00)	24154.00	$4,106.18	($59.16)
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.17	24402.00	$4,148.34	(402.00)	24000.00	$4,080.00	($68.34)
666-6302	RE PM W/ RET REQ TY I (W) 4" (SLD) (090 MIL)	LF	$0.34	24502.00	$8,330.68	303.00	24805.00	$8,433.70	$103.02
666-6314	RE PM W/ RET REQ TYI (Y) 4" (SLD) (090 MIL)	LF	$0.34	24402.00	$8,296.68	150.00	24552.00	$8,347.68	$51.00
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	$2.10	560.00	$1,176.00	840.00	1400.00	$2,940.00	$1,764.00
CO # 1									
502-6001A	BARRICADES, SIGNS AND TRAFFIC HANDLING for Rock Berms	MO	$252.00	1.00	$252.00	0.00	1.00	$252.00	$0.00
506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	$35.00	240.00	$8,400.00	(65.00)	175.00	$6,125.00	($2,275.00)
506-6011	ROCK FILTER DAMS (REMOVE)(TY 2)	LF	$9.00	240.00	$2,160.00	(65.00)	175.00	$1,575.00	($585.00)
9.7.1.8	BOND COST FOR EXTRA WORK (1%)	LS	$108.12	1.00	$108.12	0.00	1.00	$108.12	$0.00
TOTALS					$997,545.06			$991,132.76	($6,412.30)

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

Commissioners Court - Regular Session **48.**

Meeting Date: 05/19/2020

Awarding RFQ #2451-5 SW Bypass Ext SH 29 to Wolf Ranch Pkwy

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 #2451-5 Planning and Design of Road Bond Projects - Southwest Bypass Extension from SH 29 to Wolf Ranch Parkway, Road Bond Project #3.2, to the overall most qualified firm LJA Engineering, Inc. and authorizing execution of the agreement. Funding source P352.

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 LJA Engineering, Inc. was the most qualified firm to provide the services required by the County for SW Bypass Ext SH 29 to Wolf Ranch Pkwy Bond Project #3.2. Total contract amount will be $1,200,000.00. Department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Award Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/13/2020 04:34 PM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 09:23 AM
Purchasing (Originator)	Thomas Skiles	05/14/2020 09:29 AM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 09:35 AM
Form Started By: Thomas Skiles		Started On: 05/12/2020 03:17 PM
Final Approval Date: 05/14/2020		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: LJA Engineering, Inc. **("Engineer")**
ADDRESS: 7500 Rialto Boulevard, Suite 100, Austin, Tx 78735
PROJECT: RFQ2451 Southwest Bypass Ext. (SH29-Wolf Ranch Pkwy **("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-million two-hundred thousand Dollars ($1,200,000.00)** (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:

LJA Engineering, Inc.
Attn: Kenneth Schrock, PE
7500 Rialto Boulevard,
Building II, Suite 100
Austin , TX 78735

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: Kenneth G. Schrock
LJA Engineering, Inc.
7500 Rialto Boulevard, Suite 100
Austin, TX 78735

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_____

05/08/2020

ENGINEER

LJA Engineering

By Kenneth G Schrock

Printed Name: Kenneth G. Schrock

Title: Senior Vice President

Date: May 6, 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.

LJA Engineering, Inc.
Name of Firm

Kenneth G Schrock
Signature of Certifying Official

Kenneth G. Schrock
Printed Name of Certifying Official

Senior Vice President
Title of Certifying Official

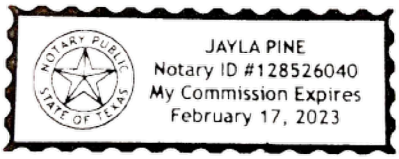
May 6, 2020
Date

(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 Kenneth G. Schrock the Senior Vice President of LJA Engineering, Inc. ,on behalf of said firm.

Notary Public in and for the
State of Texas



My commission expires: 02/17/2023

EXHIBIT B

ENGINEERING SERVICES

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Southwest Bypass Extension from SH 29 to Wolf Ranch Parkway 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 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 - SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 - ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 - GEOTECHNICAL SERVICES

TASK 11 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 - 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

LJA ENGINEERING RATES	
Postion	**Rate ($/hr)**
Project Principal	$ 275
Project Manager	$ 245
Quality Manager	$ 230
Senior Engineer	$ 215
Project Engineer	$ 170
Design Engineer	$ 155
Engineer-in-Training	$ 135
Senior Structural Engineer	$ 220
Strucutral Engineer	$ 195
Senior Engineering Technician	$ 140
Senior CADD Operator	$ 125
CADD Operator	$ 100
Utility Engineer	$ 150
GIS Analyst/Cartography	$ 130
GIS Technician	$ 115
Admin	$ 80



EXHIBIT D - RATE SCHEDULE

INLAND GEODETICS RATES	
Postion	**Rate**
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
Project Manager	$140.00 per hour
Licensed State Land Surveyor	$150.00 per hour
Registered Professional Land Surveyo	$135.00 per hour
Survey Technician	$ 102.00 per hour
Clerical Support	$ 58.00 per hour



EXHIBIT D - RATE SCHEDULE

SWCA RATES	
Postion	**Rate ($/hr)**
Principal-in Charge	$ 285
Project Manager XII	$ 205
Project Manager XI	$ 187
Project Manager X	$ 171
Project Manager IX	$ 153
Project Manager VIII	$ 142
Project Manager VII	$ 131
Project Manager VI	$ 119
Project Manager V	$ 109
Project Manager IV	$ 99
Project Manager III	$ 89
Subject Matter Expert	$ 210
Specialist XII	$ 205
Specialist XI	$ 187
Specialist X	$ 171
Specialist IX	$ 153
Specialist VIII	$ 142
Specialist VII	$ 131
Specialist VI	$ 119
Specialist V	$ 109
Specialist IV	$ 99
Specialist III	$ 89
Specialist II	$ 79
Specialist I	$ 67
Administrative VIII	$ 125
Administrative VII	$ 113
Administrative VI	$ 101
Administrative V	$ 89
Administrative IV	$ 77
Administrative III	$ 66
Administrative II	$ 53
Administrative I	$ 42



EXHIBIT D - RATE SCHEDULE

Raba Kistner Consultants, Inc.	
Postion	**Rate ($/hr)**
Principal	$ 220
Senior Geotechnical Engineer	$ 195
Project Manager/Professional Staff II	$ 185
Geotechnical Engineer	$ 165
Engineer in Training	$ 135
Geologist	$ 120
Geotechnical Logger	$ 110
CADD Technician	$ 95
Senior Geotechnical Engineering Technician	$ 80
Geotechnical Laboratory Technician	$ 75
Geotecnhical Engineering Technician	$ 70
Admin/Clerical	$ 60
Direct Expenses	
Drill Rig Mobilization (min charge)	$ 495.00 each
Drill Rig Mobilization	$ 6.50 per mile
Logger Truck	$ 0.85 per mile
Drilling & Sampling (Cohesive/Granular Soils)	$ 19.50 per ft
Hollow Stem Drilling (Granular Soils)	$ 28.00 per ft
Drilling & Sampling (Soft Rock - Limestone)	$ 35.00 per ft
Drilling & Sampling (Hard Rock - Limestone)	$ 42.00 per ft
Texas Cone Penetrometer	$ 25.00 per test
Standard Penetration Testing	$ 20.00 per test
Bentonite Backfill	$ 3.50 per ft
Driller Standby	$ 195.00 per hour
Traffic Control	$ 3,000.00 per day
Lab Testing (Moisture Content)	$ 15.00 per test
Lab Testing (Atterberg Limit)	$ 105.00 per test
Lab Testing (Percent Passing No. 200 Sieve)	$ 58.00 per test
Lab Testing (Sieve Analysis)	$ 85.00 per test
Lab Testing (Hydrometer)	$ 355.00 per test
Lab Testing (Corrosivity: Chloride,pH,Resisitivity)	$ 175.00 per test
Lab Testing (Unconfined Compression –Soil)	$ 32.00 per test
Lab Testing (Unconfined Compression – Rock)	$ 38.00 per test
Lab Testing (Sulfate Testing)	$ 98.00 per test
Lab Testing (Lime Series Curve)	$ 410.00 per test
Lab Testing (Moisture/Density Test)	$ 295.00 per test
Lab Testing (Resilient Modulus)	$ 1,800.00 per test
Lab Testing (California Bearing Ratio Test)	$ 185.00 per test



EXHIBIT D - RATE SCHEDULE

DIRECT EXPENSES		
Photocopies B/W (8 1/2" X 11") / each	$	0.12
Photocopies B/W (11" X 17") / each	$	0.20
Photocopies Color (8 1/2" X 11") / each	$	0.75
Photocopies Color (11" X 17") / each	$	1.50
Digital Ortho Plotting / sheet	$	2.00
Plots (B/W on Bond) / square foot	$	2.00
Plots (Color on Bond) / square foot	$	5.00
Plots (Color on Photographic Paper) / square foot	$	6.00
Color Graphics on Foam Board / square foot	$	18.00



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
1848

May 12, 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: 3.2 Southwest Bypass Extension

Based on the attached supporting documentation, the Planning and Design of Road Bond Projects Selection Committee recommends the selection of LJA Engineering, Inc. 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,

Robert B. Daigh

Robert B. Daigh, P.E.
Sr. Director of Infrastructure

Cc: Christen Eschberger, P.E.

EVALUATION - Planning & Design of Road Bond Projects - 3.2 and 3.4 Projects

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	RSAH	Seiler Lankes Group
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
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
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
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
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	40	40	40	40	45	40	40	30	40	45	35	40	40	45	40	40	40	40	40	35	45	40	40	45	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
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	45	45	20	45	45	10	30	45	45
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
TOTAL	350	285	285	265	265	270	285	285	285	265	285	265	290	260	265	265	245	270	260	275	270	300	295	275	300	285	265	285	295	295

Commissioners Court - Regular Session **49.**

Meeting Date: 05/19/2020

Awarding RFQ #2451-10 Bud Stockton Ext

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 #2451-10 Planning and Design of Road Bond Projects - Bud Stockton Extension from CR 305 to FM 487, Road Bond Project #3.4, to the overall most qualified firm Pape-Dawson Engineers, Inc. and authorizing execution of the agreement. Funding source P307.

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 Pape-Dawson Engineers, Inc. was the most qualified firm to provide the services required by the County for Bud Stockton Ext Road Bond Project #3.4. Total contract amount will be $1,200,000.00. Department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Award Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/13/2020 04:36 PM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 09:35 AM
Purchasing (Originator)	Thomas Skiles	05/14/2020 09:36 AM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 09:41 AM
Form Started By: Thomas Skiles		Started On: 05/12/2020 03:21 PM
Final Approval Date: 05/14/2020		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: Pape-Dawson Engineers, Inc **("Engineer")**
ADDRESS: 10801 N. MoPac Expwy., Building 3 Suite 200 Austin, Texas 78759
PROJECT: RFQ2451 Bud Stockton Ext. (CR305-FM487) **("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-million two-hundred thousand Dollars ($1,200,000.00)** (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:

Scott Dukette, P.E.
CC: Dennis Seal, P.E.
CC: Brian Allen, P.E.
Pape-Dawson Engineers, Inc.
10801 N. MoPac Expwy., Bldg. 3 Ste. 200
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: Scott Dukette, P.E.
CC: Dennis Seal, P.E.
CC: Brian Allen, P.E.
Pape-Dawson Engineers Inc.
10801 N. MoPac Expwy., Bldg. 3, Ste. 200
Austin, Texas 78759

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

05/11/2020

Date: _____ ____, 20_____

ENGINEER

Pape-Dawson Engineers, Inc.

By _____

Printed Name: Mark A. Ramseur, P.E.

Title: Managing Principal

Date: April 29, 2020

O:\MARKETING\PROPOSALS\LETTERS\2020\2004\200429a9 (W0801-19) (20-01649) AUS R1.docx

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.

Pape-Dawson Engineers, Inc.
Name of Firm

Signature of Certifying Official

Mark A. Ramseur
Printed Name of Certifying Official

Managing Principal – Central Texas
Title of Certifying Official

April 29, 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 Mark A. Ramseur the Managing Principal – Central Texas of Pape-Dawson Engineers, Inc., on behalf of said firm.



Mary H. Tello
Notary Public in and for the
State of Texas

My commission expires: August 14, 2020

EXHIBIT B

ENGINEERING SERVICES

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Bud Stockton Extension from CR 305 to FM 487 Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 - SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 - ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 - GEOTECHNICAL SERVICES

TASK 11 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 - 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 _____ 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:
[Pape-Dawson Engineers, 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

PAPE-DAWSON ENGINEERS

SCHEDULE OF REPRESENTATIVE RATES

Classification	Hourly Charge Rate	
President / CEO	375.00	
Vice President / Managing Vice President	345.00	
Practice Leader	320.00	
Senior Associates / Associate Vice President	275.00	
Senior Project Manager	230.00	
Design Leader / Principal Engineer	275.00	
Project Manager	220.00	
Senior Project Engineer	190.00	
Project Engineer	175.00	
Survey Manager / Geospatial Manager	240.00	
Project Surveyor	200.00	
Assistant Project Manager	210.00	
Designer	140.00	
E.I.T.	125.00	
GIS Analyst	135.00	
Senior Environmental Scientist / Geologist /Archaeologist	200.00	
Project Environmental Scientist / Geologist / Archaeologist	150.00	
Staff Environmental Scientist Geologist / Archaeologist	90.00	
Project Coordinator / Planner	155.00	
Technician	110.00	
Intern	70.00	
Administrative Assistant	100.00	
Survey Crew (4 person) with equipment	255.00	
Survey Crew (3 person) with equipment	205.00	
Survey Crew (2 person) with equipment	155.00	
LiDAR Mapping (Drone equipped with LiDAR system)	600.00	/ Hr.
Aerial Photogrammetry (Drone equipped with camera)	200.00	/ Hr.
Total Station / Data Collector	12.50	/ Hr.
GPS	30.00	/ Hr.

Exhibit D - Rate Schedule
Wilco Bud Stockton Extension

P.E. Structural Consultants, Inc.	
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
DIRECT EXPENSES	
Photocopies B/W (8 1/2" X 11") (per page)	$0.15
Photocopies Color (8 1/2" X 11") (per page)	$1.00
Photocopies B/W (11" X 17") (per page)	$0.25
Photocopies Color (11" X 17") (per page)	$2.00



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
TRANSPORTATION CORRIDOR 3.4
PAPE-DAWSON

Raba Kistner Consultants, Inc.

Principal……..	$ 220.00
Senior Geotechnical Engineer……	$ 195.00
Project Manager …….	$ 185.00
Geotechnical Engineer…….	$ 165.00
Engineer in Training…….	$ 135.00
Geologist …….	$ 120.00
Geotechnical Logger…….	$ 110.00
CADD Technician……	$ 95.00
Senior Geotechnical Engineering Technician…….	$ 80.00
Geotechnical Laboratory Technician……	$ 75.00
Geotechnical Engineering Technician……	$ 70.00
Admin/Clerical…….	$ 60.00

Direct Expenses

8 ½" x 11" b/w Paper Copies……	$ 0.21 per page
11" x 17" b/w Paper Copies…….	$ 0.31 per page
8 ½" x 11" color Paper Copies…….	$ 0.38 per page
11" x 17" color Paper Copies……	$ 0.45 per page
Drill Rig Mobilization (min charge)…….	$ 495.00 each
Drill Rig Mobilization…….	$ 6.50 per mile
Logger Truck …….	$ 0.85 per mile
Drilling & Sampling (Cohesive/Granular Soils)….	$ 19.50 per ft
Hollow Stem Drilling (Granular Soils)….	$ 28.00 per ft
Drilling & Sampling (Soft Rock - Limestone)……	$ 35.00 per ft
Drilling & Sampling (Hard Rock - Limestone)……	$ 42.00 per ft
Texas Cone Penetrometer……	$ 25.00 per test
Standard Penetration Testing……	$ 20.00 per test
Bentonite Backfill……	$ 3.50 per ft
Driller Standby ……	$ 195.00 per hour
Lab Testing (Moisture Content)……	$ 15.00 per test
Lab Testing (Atterberg Limit)……	$ 105.00 per test
Lab Testing (Percent Passing No. 200 Sieve) …	$ 58.00 per test
Lab Testing (Sieve Analysis) ……	$ 85.00 per test
Lab Testing (Hydrometer) ……	$ 355.00 per test
Lab Testing (Corrosivity: Chloride,pH,Resisitivity)	$ 175.00 per test
Lab Testing (Unconfined Compression –Soil)……	$ 32.00 per test
Lab Testing (Unconfined Compression – Rock)…	$ 38.00 per test
Lab Testing (Sulfate Testing)……	$ 98.00 per test
Lab Testing (Lime Series Curve) ……	$ 410.00 per test
Lab Testing (Moisture/Density Test)……	$ 295.00 per test
Lab Testing (Resilient Modulus) ……	$ 1,800.00 per test
Lab Testing (California Bearing Ratio Test)……	$ 185.00 per test
Lime Series Curve …….	$285.00 per Test



WILLIAMSON COUNTY DESIGN OF ROAD BOND PROJECT
RATE SCHEDULE

PERSONNEL

Blanton & Associates, Inc., provides services on an hourly professional fee basis according to the rates scheduled below:

Project Principal	$225.00
Project Manager	$180.00
Senior Environmental Professional	$160.00
Staff Scientist II	$130.00
Staff Scientist I	$120.00
Environmental Technician II	$110.00
Environmental Technician I	$ 90.00
GIS Analyst/Cartography	$110.00
GIS Technician	$ 95.00
Clerical/Administrative	$ 70.00



Cambrian Environmental
4422 Packsaddle Pass
Suite 204
Austin, TX 78745

Tel (512) 663-0156

www.cambrianenvironmental.com

CAMBRIAN ENVIRONMENTAL

2020 Standard Hourly Rates

1. Project Manager.....$195.00

2. Senior Karst Geoscientist.....$185.00

3. Karst Geoscientist.....$125.00

4. Salamander Biologist.....$110.00

5. Karst Technician.....$70.00



EXHIBIT D - RATE SCHEDULE

SUBPROVIDER NAME: **Inland Geodetics, LLC**

Surveying Services (SS)	Contract Rate
Project Manager	$170.00
Licensed State Land Surveyor	$162.00
Registered Professional Land Surveyor	$166.00
Survey Technician	$120.00
Clerical Support	$69.00
Field Crew Services	
2 - Person Survey Crew	$150.00
3 - Person Survey Crew	$170.00
4 - Person Survey Crew	$190.00
Additional Crew Member	$54.00
GPS Field Operator & Vehicle & GPS Receiver	$120.00
All Terrain Vehicle (per day)	$55.00
Additional Vehicle (per day)	$60.00
Contract hourly rates include labor, overhead, and profit.	



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.

WILLIAMSON COUNTY
1848

May 12, 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: 3.4 Bud Stockton Extension

Based on the attached supporting documentation, the Planning and Design of Road Bond Projects Selection Committee recommends the selection of Pape-Dawson Engineers, Inc. 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,

Robert B. Daigh

Robert B. Daigh, P.E.
Sr. Director of Infrastructure

Cc: Christen Eschberger, P.E.

Williamson County
3151 S.E. Inner Loop
Georgetown, TX 78626
512.943.3330

EVALUATION - Planning & Design of Road Bond Projects - 3.2 and 3.4 Projects

RFQ 2451

DATE: March 9, 2020

Mandatory Criteria	Maximum Score Points	Aguilra & 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 Transportation Group	RPS	RS&H	Sallor Lankus Group
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
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
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
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
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	40	40	40	40	45	40	40	30	40	45	35	40	40	45	40	40	40	40	40	35	45	40	40	45	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
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	45	45	20	45	45	10	30	45	45
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
TOTAL	350	285	285	265	265	270	265	265	285	255	285	265	290	260	265	265	245	270	260	275	270	300	295	275	300	285	265	285	295	295

Commissioners Court - Regular Session **50.**

Meeting Date: 05/19/2020

1807-252 - San Gabriel Ranch Road Bridge Change Order No. 4

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. 4 in the amount of $10,233.46 for the San Gabriel Ranch Road Bridge (A Greater Austin Development), a Road Bond project in Commissioner Pct. 2.
P: 439 Funding Source: Road & Bridge

Background

This Change Order compensates the Contractor for the labor and equipment cost to repair flexible base on the west roadway approach due to a water line break on Remuda Drive on 1/31/2020. The flexible base passed density testing on 1/30/2020 and had to be reprocessed after being saturated by the water leak. The water line break was not caused by the Contractor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1807-252 San Gabriel Ranch Road Bridge CO No 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 09:59 AM
Form Started By: Dawn Haggard		Started On: 04/15/2020 09:25 AM
Final Approval Date: 05/14/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

1. CONTRACTOR: A Greater Austin Development

2. Change Order Work Limits: Sta. 0+12 to Sta. 2+34

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2J (3 Max. - In order of importance - Primary first)

Project:	*1807-252*
Roadway:	*San Gabriel Ranch Road*
CSJ Number:	

5. Describe the work being revised:

2J: Differing Site Conditions (unforeseeable). Other. This Change Order compensates the Contractor for the labor and equipment costs to reprocess flexible base on the west roadway approach due to a water line break on Remuda Drive.

6. Work to be performed in accordance with Items: **See attached list of items**

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 4/8/2020

By

Typed/Printed Name Lana Shockley

Typed/Printed Title Controller

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: **$10,233.46**

RECOMMENDED FOR EXECUTION:

Project Manager Date 4/10/20

N/A
Design Engineer Date

Program Manager Date 5/6/20

Design Engineer's Seal:

N/A

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: ***4*** ***Project #*** ***1807-252***

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
999-WC06	FLEXIBLE BASE REPAIR DUE TO EXISTING WATER LINE BREAK	LS	$10,233.46	0	$0.00	1.00	1.00	$10,233.46	$10,233.46
TOTALS					$0.00			$10,233.46	$10,233.46

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

San Gabriel Ranch Road Bridge
Williamson County Project No. 1807-252

Change Order No. 4

Reason for Change

This Change Order compensates the Contractor for the labor and equipment cost to repair flexible base on the west roadway approach due to a water line break on Remuda Drive on 1/31/2020. The flexible base passed density testing on 1/30/2020 and had to be reprocessed after being saturated by the water leak. The water line break was not caused by the Contractor.

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

ITEM	DESCRIPTION	QTY	UNIT
999-WC06	FLEXIBLE BASE REPAIR DUE TO EXISTING WATER LINE BREAK	1	LS

This Change Order results in an increase of $10,233.46 to the Contract amount, for an adjusted Contract total of $1,460,316.27. The original Contract amount was $1,425,301.90. Because of this and all other Change Orders, $35,014.37 has been added to the Contract, resulting in a 2.46% 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.

02/07/20

PRICE BREAKDOWN SHEET

Reprocess Base After Waterline Break

LABOR	Hours					EQUIPMENT				
Description/Name	Regular	Over Time	Days	Hourly Rate	Total	Description	Hours	Days	FHWA Rate	Total
SUPERVISOR										
LABORER										
		Labor Burden		55.0%						
		Markup		25.0%			Markup		15.0%	
		Sub-Total					Sub-Total			

SUBCONTRACT					MATERIALS				
Description	Quantity	Unit	Unit Price	Total	Description	Quantity	Unit	Unit Price	Total
Ranger Excavating	1.00	LS	$9,746.15	$9,746.15					
	Markup		5.0%	$487.31		Markup		25.0%	
	Sub-Total			$10,233.46		Sub-Total			

SUMMARY	Labor	Equipment	Subcontract	Material	Bond @ 1%	**Total**	Quantity	Unit	Unit Price
			$10,233.46			**$10,233.46**			

NOTES : THIS CHANGE ORDER IS FOR: Waterline broke and saturated the newly built road, this C.O. is compensation for the re-work

This C.O. does not include any charges from Aqua to repair the waterline

RANGER EXCAVATING, L.P.
5222 THUNDER CREEK RD. B-1 • AUSTIN, TEXAS 78759 • (512) 331-5551

CHANGE ORDER REQUEST

February 7, 2020

To: Derrick Ward — Greater Austin Development
From: William Lyons
RE: Williamson County – SGRR Bridge
SUBJECT: Wet Base Remediation

A water line broke during compaction of the base and the water infiltrated and saturated the base. Below is the estimated time and cost to repair the base.

140 Motorgrader	25	HR	@	$ 181.51	per HR	$ 4,537.75
CS56 Roller	20	HR	@	$ 121.40	per HR	$ 2,428.00
UN289 Skid Steer	20	HR	@	$ 102.77	per HR	$ 2,055.40
Survey	5	HR	@	$ 145.00	per HR	$ 725.00
						$ 9,746.15

Please call me with any questions.

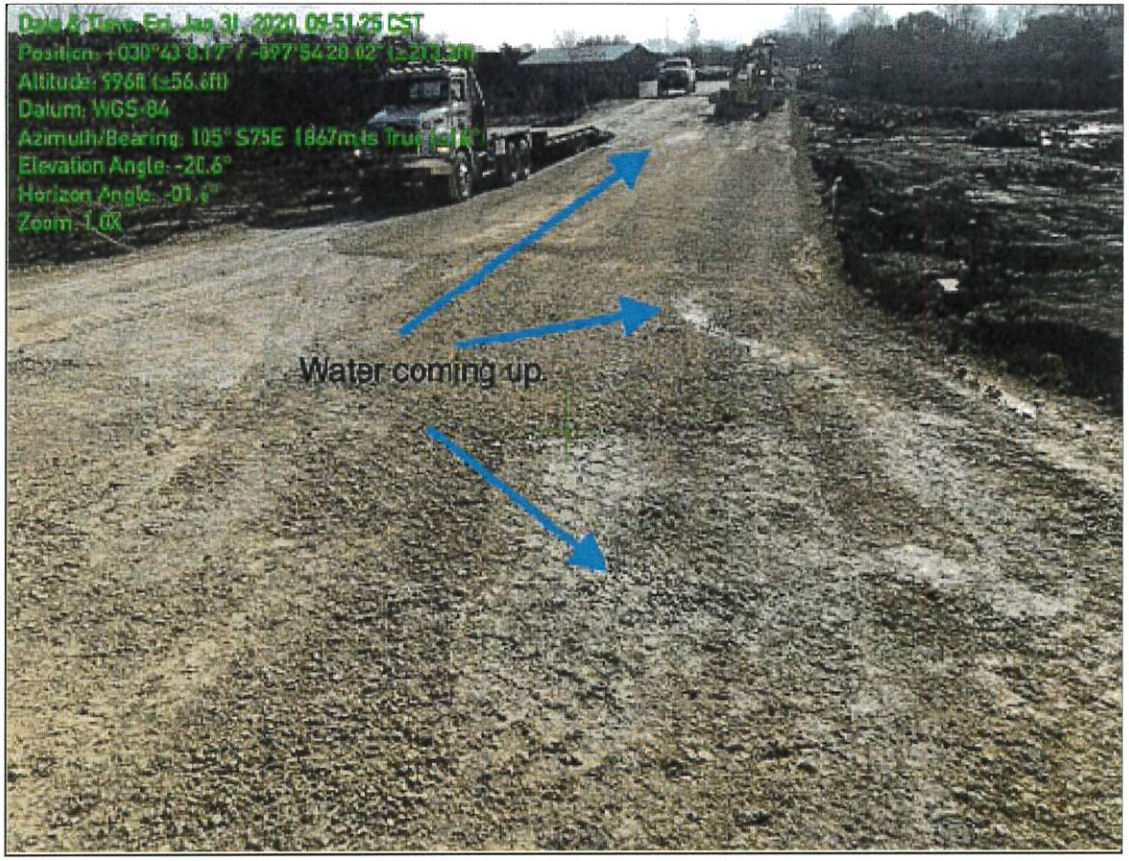
Sincerely,

William Lyons
Ranger Excavating

Austin Geo-Logic Project Field Summary

Friday, January 31, 2020

181700 - San Gabriel Ranch Rd Bridge at Lackey Crk Image 47 of 55



Areas marked are where water has been lated coming up from the ground.

Map Image Location *Technician: 87 Luis Martinez* *Open Original Image*

Austin Geo-Logic Project Field Summary

Friday, January 31, 2020

181700 - San Gabriel Ranch Rd Bridge at Lackey Crk Image 48 of 55



As you can see water starting to come up.

Map Image Location *Technician: 87 Luis Martinez* *Open Original Image*

Austin Geo-Logic Project Field Summary

Friday, January 31, 2020

181700 - San Gabriel Ranch Rd Bridge at Lackey Crk Image 49 of 55



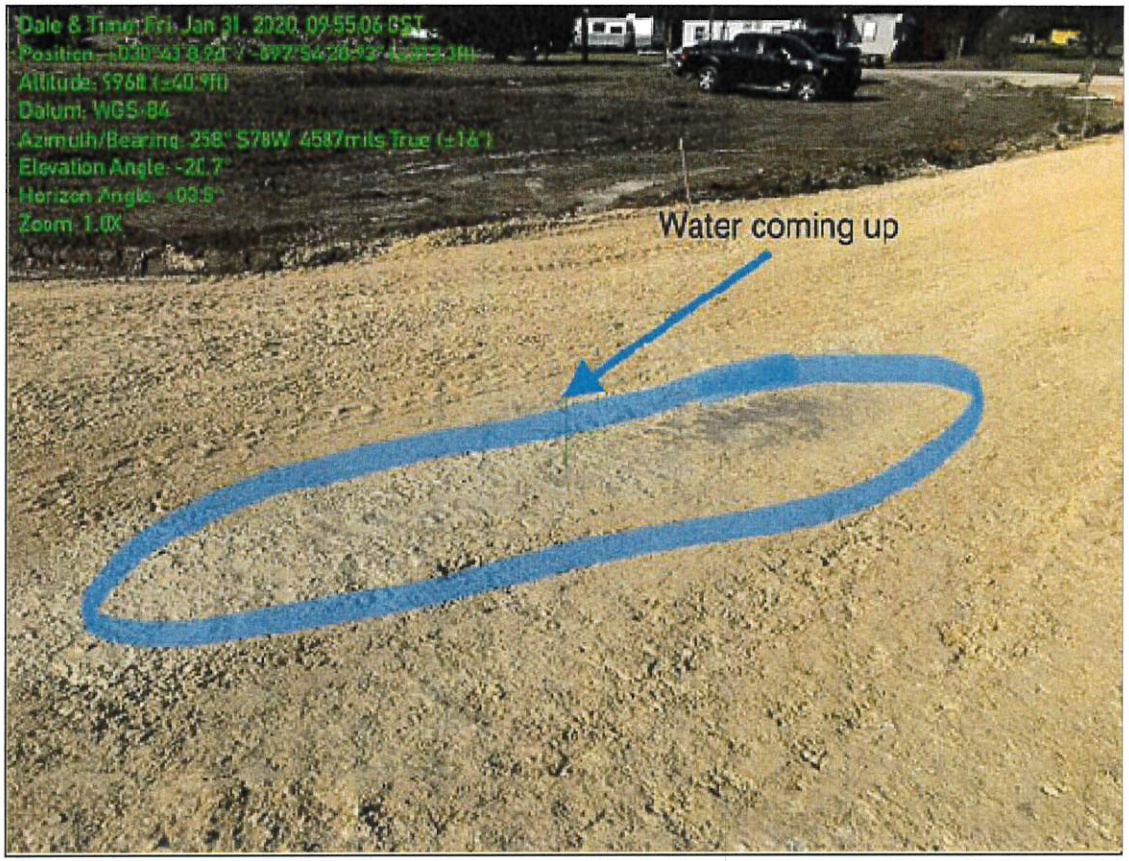
A trench on the side of road has been made for water to flow out.

Map Image Location *Technician: 87 Luis Martinez* *Open Original Image*

Austin Geo-Logic Project Field Summary

Friday, January 31, 2020

181700 - San Gabriel Ranch Rd Bridge at Lackey Crk Image 50 of 55



This areas was removed and replaced with dry base and as you can see water is starting to come up and puddle up on surface. All pictures for documentation.

Map Image Location *Technician: 87 Luis Martinez* *Open Original Image*

Austin Geo-Logic Project Field Summary

Wednesday, February 5, 2020

181700 - San Gabriel Ranch Rd Bridge at Lackey Crk Image 51 of 55



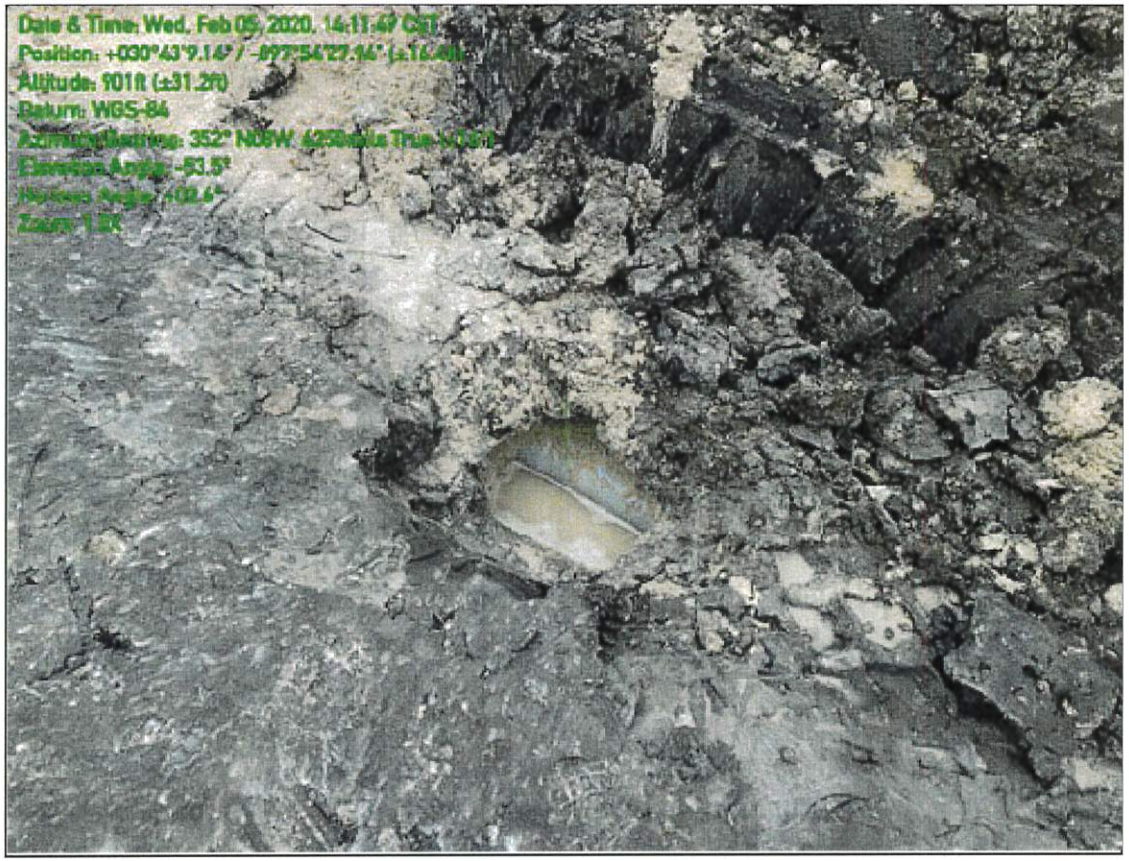
Excavated material down cause it was pumping and water coming out.

Map Image Location *Technician: 87 Luis Martinez* *Open Original Image*

Austin Geo-Logic Project Field Summary

Wednesday, February 5, 2020

181700 - San Gabriel Ranch Rd Bridge at Lackey Crk Image 52 of 55



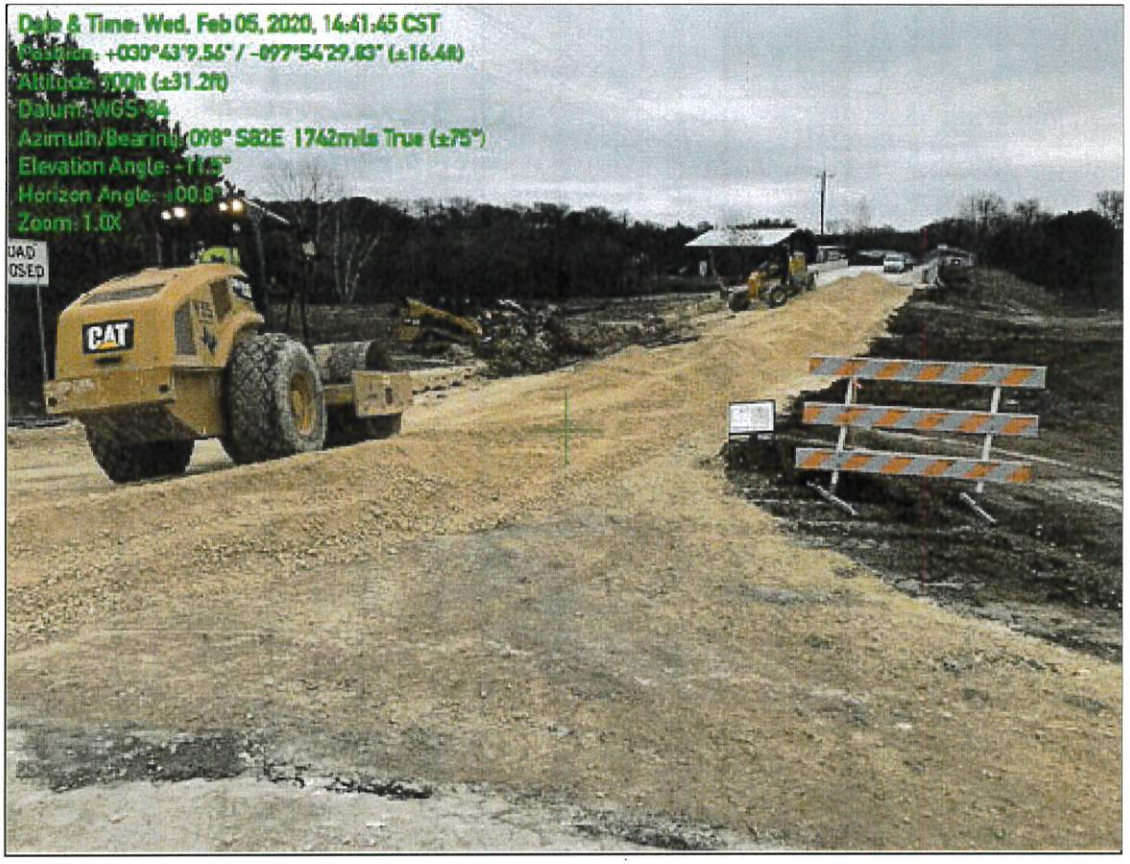
Electrical conduit pipe was filled with water due to water leak north end of bridge. Let super know about the situation and was instructed to fill it back in in lifts. Pipe is in the edge of our 3 foot off set.

Map Image Location *Technician: 87 Luis Martinez* *Open Original Image*

Austin Geo-Logic Project Field Summary

Wednesday, February 5, 2020

181700 - San Gabriel Ranch Rd Bridge at Lackey Crk Image 53 of 55



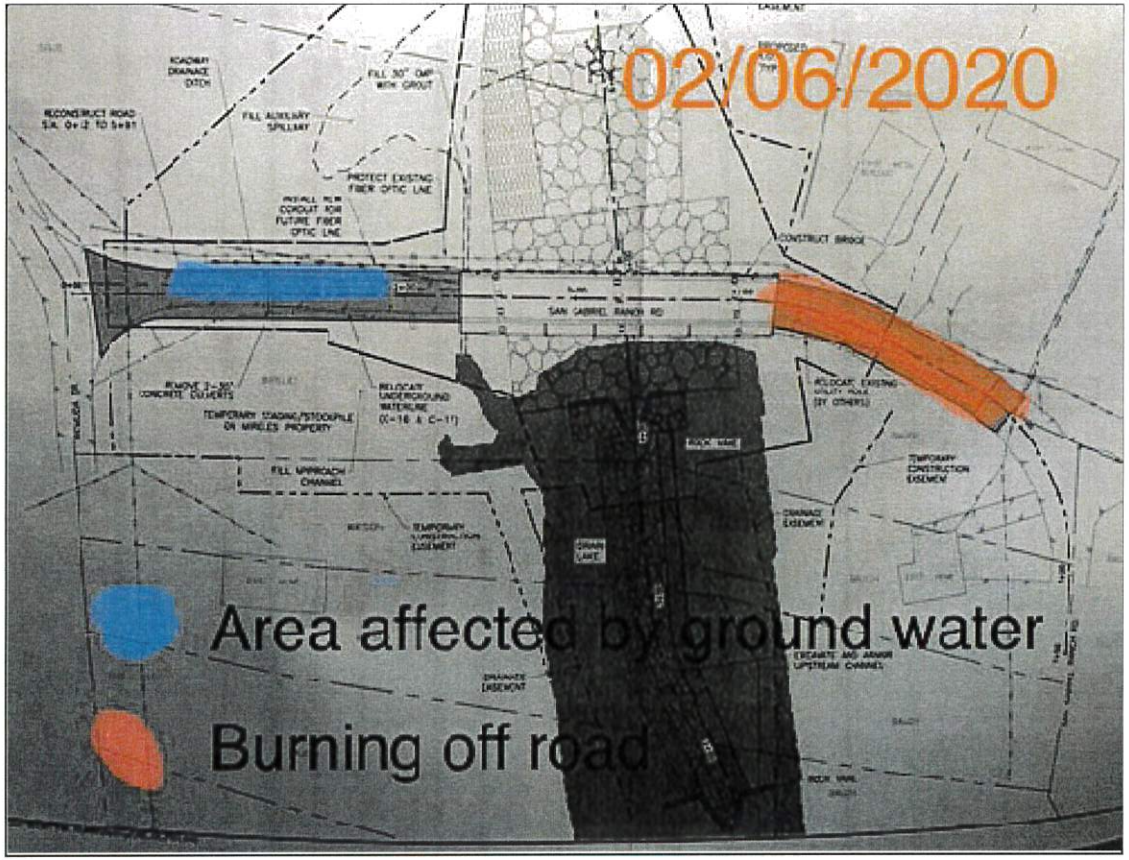
Filling in subgrade and reworking base on north of bridge.

Map Image Location *Technician: 87 Luis Martinez* *Open Original Image*

Austin Geo-Logic Project Field Summary

Thursday, February 6, 2020

181700 - San Gabriel Ranch Rd Bridge at Lackey Crk Image 54 of 55



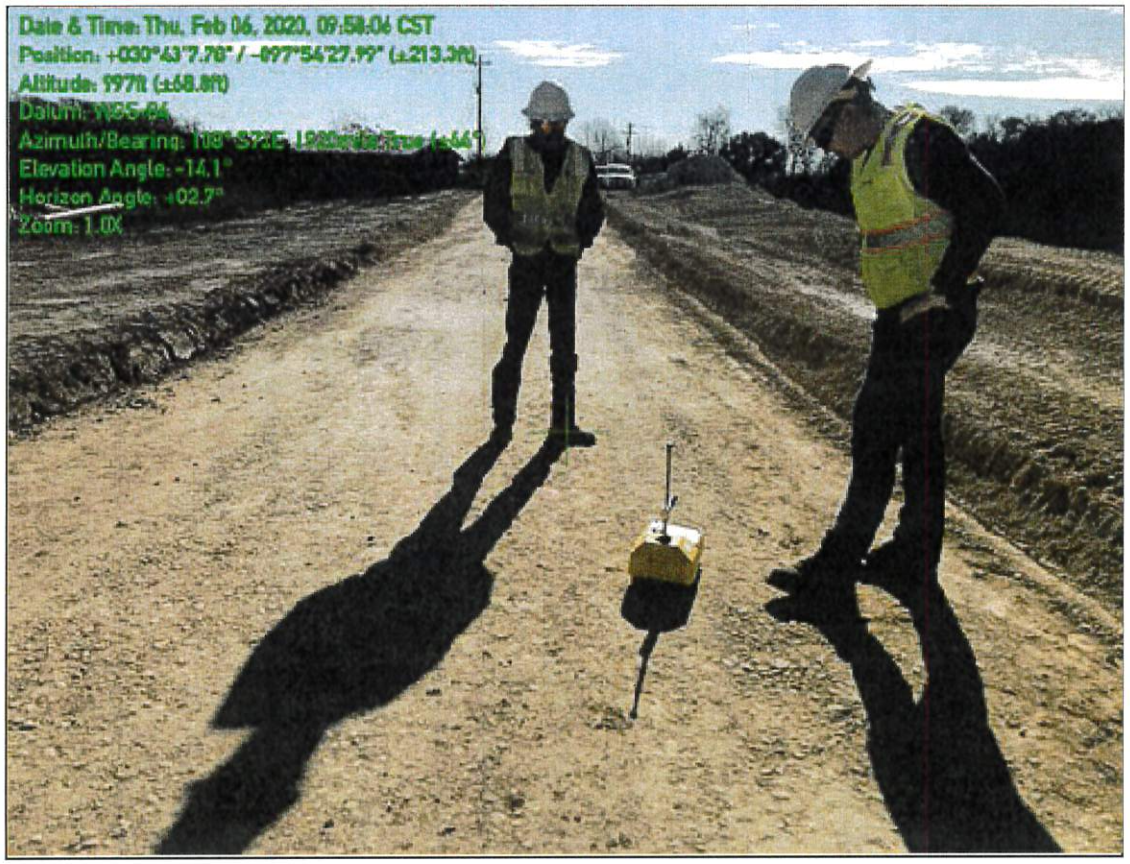
Summary update.

Map Image Location *Technician: 87 Luis Martinez* *Open Original Image*

Austin Geo-Logic Project Field Summary

Thursday, February 6, 2020

181700 - San Gabriel Ranch Rd Bridge at Lackey Crk Image 55 of 55



Base densities on first lift with Inspector and Kleinfelder. Densities passed.

Map Image Location *Technician: 87 Luis Martinez* *Open Original Image*

Commissioners Court - Regular Session **51.**

Meeting Date: 05/19/2020

1805-229 CR 279 (Bagdad Road) at River Ranch Park Road Change Order No. 2

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and tale appropriate action regarding Change Order No. 2 in the amount of $7,944.11 for CR 279 (Bagdad Road) at River Ranch Road (Champion Site Prep), a Road Bond project in Commissioner Pct. 2.
P:438 Funding Source: Road Bond

Background

This Change Order adds a new item for clearing and installing new property fence on the south side of the River Ranch Park Road. The existing wire fence on the south side of the River Ranch Park road was in poor condition before construction, and the plans do not call for any new property fence for this location. During a field discussion, the County's Parks Department requested a new Type D fence be installed with two strands of slick wires on the top to replace the existing wire fence. This Change Order also adjusts quantities of Type D fencing and Type 1 gate as a result of addressing field conditions not accounted for in the original plans. The property between Silver Creek Dr. and River Ranch Park was turned into a subdivision and the proposed wire fence and gate on the west side right of way at this location is no longer needed. Also, the driveways at Sta. 549+19 and 566+64 have recessed gates and do not require new gates to be installed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1805-229 CR 279 (Bagdad Road) at River Ranch Park Road CO No 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 10:01 AM
Form Started By: Dawn Haggard		Started On: 05/11/2020 09:49 AM
Final Approval Date: 05/14/2020		

Received
April 29, 2020
HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: Champion Site Prep

2. Change Order Work Limits: Sta. 12+50 to Sta. 33+00

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 3F & 2E (3 Max. - In order of importance - Primary first)

Project:	*1805-229*
Roadway:	Bagdad Road at CR 278
CSJ Number:	

5. Describe the work being revised:

3F: County Convenience. Additional work desired by the County. This Change Order adds new property fence on the south side of the River Ranch Park Road to replace the existing old wire fence as requested by the County's Parks Department. **2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)** This Change Order adjusts the quantites of Type D fencing and Type 1 gate as a result of addressing difference in site conditions. The proposed wire fence and gate on west side right of way in front of Highland Oaks subdivision is no longer needed. Also, the driveways at Sta 549+19 and 566+64 have recessed gates and do not require new gates to be installed.

6. Work to be performed in accordance with Items: See attached.

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date 4/20/20

By [signature]

Typed/Printed Name Brandon Tanner

Typed/Printed Title

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $7,944.11

RECOMMENDED FOR EXECUTION:

[signature] 5/1/2020
Date

N/A
Design Engineer Date

[signature] 05/06/2020
Program Manager 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 #*** ***1805-229***

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
552-WC003	WIRE FENCE FOR RIVER RANCH PARK (TYPE D WITH SLICK WIRES, INCLUDING CLEARING AND REMOVAL OF OLD FENCE)	LS	$21,313.25	0.00	$0.00	1.00	1.00	$21,313.25	$21,313.25
552-6004	WIRE FENCE (TY D)	LF	$6.12	5,234.00	$32,032.08	(1,307.00)	3,927.00	$24,033.24	($7,998.84)
552-6005	GATE (TY 1)	EA	$1,790.10	5.00	$8,950.50	(3.00)	2.00	$3,580.20	($5,370.30)
TOTALS					$40,982.58			$48,926.69	$7,944.11

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

Bagdad Road at CR 278
Williamson County Project No. 1805-229

Change Order No. 2

Reason for Change

This Change Order adds a new item for clearing and installing new property fence on the south side of the River Ranch Park Road. The existing wire fence on south side of the River Ranch Park Road was worn out before construction, and the plans do not call for any new property fence for this location. During a field discussion, the County's Parks Department requested a new Type D fence be installed with two strands of slick wires on the top to replace the existing wire fence.

This Change Order also adjusts the quantities of Type D fencing and Type 1 gate as a result of addressing field conditions not accounted for in the original plans. The property between Silver Creek Dr. and River Ranch Park was turned into a subdivision and the proposed wire fence and gate on west side right of way at this location is no longer needed. Also, the driveways at Sta 549+19 and 566+64 have recessed gates and do not require new gates to be installed.

Following is a summary of the new item(s) required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
552-WC003	WIRE FENCE FOR RIVER RANCH PARK (TYPE D WITH SLICK WIRES, INCLUDING CLEARING AND REMOVAL OF OLD FENCE)	1	LS

This Change Order results in an increase of $7,944.11 to the Contract amount, for an adjusted Contract total of $3,020,360.11. The original Contract amount was $2,959,000.00. Because of this Change Order, $61,360.11 has been added to the Contract, resulting in a 2.07% 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.

Feng Chen

From: Feng Chen
Sent: Wednesday, February 19, 2020 9:08 AM
To: 'Brandon Tanner'
Cc: Susie Pena; Joe Hill; James Klotz; Clayton Weber; 62811_1805-229_BagdadRiverRanch
Subject: 1805-229 Bagdad at CR278 Park Fence Price

Brandon,

We accept your price ($21,313.25) for clearing and installing additional fencing along south side of the park. We will include it in the next change order. Please coordinate with Metalink and have the work done as soon as possible.

Thanks,
Feng

From: Brandon Tanner <brandon@idigdirt.com>
Sent: Wednesday, February 5, 2020 4:23 PM
To: Feng Chen <fechen@HNTB.com>
Cc: Susie Pena <susana@idigdirt.com>; Joe Hill <joe@idigdirt.com>
Subject: RE: RCO #9 Park Road Fence.xls

See attached updated RCO.

From: Feng Chen <fechen@HNTB.com>
Sent: Wednesday, February 05, 2020 3:53 PM
To: Brandon Tanner <brandon@idigdirt.com>
Subject: Re: RCO #9 Park Road Fence.xls

Brandon,

Does this price include removal of the existing fence and doing a little clearing?

Sent from my iPad

> On Feb 5, 2020, at 3:24 PM, Brandon Tanner <brandon@idigdirt.com> wrote:
>
> I just walked through this fence pricing with our subcontractor and updated accordingly.
>
> ---
>
> **From:** Feng Chen <fechen@HNTB.com>
> **Sent:** Friday, January 31, 2020 9:35 AM
> **To:** Bobby Nichols <bobby@idigdirt.com>
> **Cc:** 62811_1805-229_BagdadRiverRanch <61272_BagdadRd?CR2781@HNTB.com>; Brandon Tanner <brandon@idigdirt.com>; Clayton Weber <cweber@HNTB.com>; Steven Shull <sshull@HNTB.com>; Trevor Boatright <trevor@idigdirt.com>
> **Subject:** Re: RCO #9 Park Road Fence.xls
>
> no, just Type D fence with two strands of slick wires at the top.

Sent from my iPhone

On Jan 31, 2020, at 9:13 AM, Bobby Nichols <bobby@idigdirt.com> wrote:

> Feng are we matching the existing fence on the north side.
>
> On Thu, Jan 30, 2020 at 2:16 PM Feng Chen <fechen@hntb.com> wrote:
>
> > Brandon,
> >
> > I don't understand the material breakdown. why do we need 840LF of 2-3/8" pipe? Is this for our project only or does it include the area Prime Construction is working on?
> >
> > The fence we need to add in the park within our project limits is only about 2035ft long, starting at park entrance and ending at Sta 12+15 +/-.
> >
> > My calculation shows that we need:
> > End post/Corner Post/Stretch Post: 4 total (2-3/8" pipe x4, 1-5/8" kicker pipe x5)
> > Line post (2" pipe): 22 EA
> > T-post: 98 EA
> > T-post clip: 600 (6 on each T post)
> > Wire Fabric: 330LF per roll, so about 7 rolls
> > Smooth wire: 4000ft per roll? so 2 rolls
> >
> > so in total:
> > 4 pieces of 2-3/8" pipe (32ft), 5 pieces of 1-5/8" pipe (48ft, 9.6ft each), 22 pieces of 2" pipe(176ft), 98 T posts, 600 T-post clips, 7 rolls of wire fabric, 2 rolls of smooth wire.
> >
> > For labor, I don't see how this work would take 2 weeks. Also we do not need survey. we will just follow the existing fence.
> >
> > Please let me know if anything is wrong with my calculation.
> >
> > Thanks,
> > Feng
> >
> > Sent from my iPad
> >
> > > On Jan 30, 2020, at 10:17 AM, Brandon Tanner <brandon@idigdirt.com> wrote:
> > >
> > > Please see attached RCO for the additional fencing on park road as requested. Let me know if you need anything else.

Brandon Tanner | Sr. Project Manager | O: 512-863-3453
C: 512-966-5532

<image001.png>

<image002.png>

<image003.png>

<image004.png>

<RCO #9 Park Road Fence.pdf>

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.
<RCO #9 Park Road Fence.pdf>

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CHAMPION SITE PREP

190 PRIVATE ROAD 917
GEORGETOWN, TX 78626
(512) 863-3453 / FAX (512) 863-3463

REQUEST FOR CHANGE ORDER

BRANDON@IDIGDIRT.COM

Additional Park Road Fence

DATE:	02/05/20	**JOB NAME:**	CR 279
TO:	HNTB	**ESTIMATOR:**	BT
ATTN:	Feng Chen	**LOCATION:**	Liberty Hill

	DESCRIPTION	QTY	UNIT	RATE	
	MOBILIZATION	**1**	**LS**	$1,750.00	$1,750.00
1.	LABOR/2 Men	**170**	**HR**	$22.00	$3,740.00
	FORMAN W/ TRUCK	**60**	**HR**	$30.00	$1,800.00
	OPERATOR	80	HR	$25.00	$2,000.00
	MATERIAL				
	2 3/8" Galvanized Pipe	40	LF	$3.75	$150.00
	1 5/8" Galvanized Pipe	170	LF	$2.23	$379.10
	T -Posts	98	EA	$8.21	$804.58
	939-12-12 1/2 39" Wire	7	ROLLS	$168.00	$1,176.00
	lass 1 12 1/2 GA Smooth Wire	4	ROLLS	$114.00	$456.00
	T-Posts Clips	1000	EA	$0.22	$220.00
	EQUIPMENT				
	Skid Steer	50	HR	$45.00	$2,250.00
	Crew Truck	50	HR	$75.00	$3,750.00
	Dumpster/Trash Haul Off	2	EA	$450.00	$900.00

NOTE: Pricing above to remover and haul off existing fence and install additional fencing down park road as requested by HNTB. Anything not listed above is not included in price.

				Total:	$19,375.68
	OH/P	10	%	$1,937.57	$1,937.57
				TOTAL COST:	**$21,313.25**

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted.

AUTHORIZED SIGNATURE **DATE OF ACCEPTANCE**

9/1/2017 2:01:18 PM

Highland Oaks

SILVER CREEK DR

SCR PROPERTY OWNERS ASSOCIATION, INC. PARCEL NO. R382650

TD TUCKER RANCH HOLDINGS, LLC PARCEL NO. R311022

BEGIN WIRE FENCE (TY D) STA. 543+31.40 TIE TO EXISTING

PROP R.O.W.

INSTALL GATE

STA. 544+50.30 (℄ BAGDAD) 20.00' LT END PAVEMENT WIDTH TRANSITION

BEGIN SUPERELEVATION TRANSITION STA. 546+00.00

STA. 548+26.00 (℄ BAGDAD) 20.00' LT BEGIN PAVEMENT WIDTH TRANSITION

℄ STA. 548+24.29 12' DRIVEWAY

R10'

PC 543+40.39

PT 545+05.46

℄ BAGDAD

EXIST R.O.W.

PC 547+24.55

BEGIN FULL SUPER STA. 547+35.00

543+00 544+00 545+00 546+00 547+00 548+00 549

-2.0%

-2.0%

40'

N 10° 57' 42.80" W

2.0%

R10'

END CHAIN LINK FENCE BEGIN WIRE FENCE (TY D) STA. 547+66.30

CR 279 (BAGDAD RD)

EXIST R.O.W.

PROP R.O.W.

STA. 543+50.30 (℄ BAGDAD) BEGIN PROJECT

BEGIN WIRE FENCE (TY D) STA. 543+50.30 TIE TO EXISTING

STA. 544+50.30 (℄ BAGDAD) 20.00' RT END PAVEMENT WIDTH TRANSITION

END WIRE FENCE (TY D) BEGIN CHAIN LINK FENCE STA. 545+87.50

CAUTION - EXISTING WATER LINE TO REMAIN IN PLACE.

INSTALL MAILBOX

℄ STA. 547+06.82 12' DRIVEWAY

INSTALL GATE

STA. 548+51.00 (℄ BAGDAD) 20.00' RT BEGIN PAVEMENT WIDTH TRANSITION

INSTALL WIRE FENCE (TY D)

MATCHLINE STA. 549+00

PISTATION	- 544+22.93
DELTA	- 1° 27' 18.11" (LT)
DEGREE OF CURVE	- 0° 52' 53.30"
TANGENT	- 82.54
LENGTH	- 165.07
RADIUS	- 6,500.00
PC STATION	- 543+40.39
PT STATION	- 545+05.46

IVEY R. COLE AND WIFE, CAROLINE H. COLE PARCEL NO. R024013

N

NOTES:

1. EXISTING UTILITIES ARE BASED ON THE BEST AVAILABLE INFORMATION. CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.
2. SEE TABLE OF DRIVEWAYS & CROSS STREET CULVERTS FOR DRIVEWAY CULVERT INFORMATION.
3. ADD CONCRETE CAP TO EXISTING WATER LINE TO PROTECT IN PLACE WHEN THERE IS LESS THAN 30 INCHES OF COVER BETWEEN DITCH AND WATER LINE.

Robert A. Baker Jr

STATE OF TEXAS
ROBERT A. BAKER, JR.
99726
LICENSED
PROFESSIONAL ENGINEER

9/1/2017

1020 1015 1010 1005 1000 995 990

STA. 543+50.30 BEGIN PROJECT

999.29

VPC 544+10.00 EL. = 1,000.23'

(+)1.5887 %

(+)2.9031 %

STA 547+06.82 12' DRIVEWAY (RT)

STA 548+24.29 12' DRIVEWAY (LT)

PROPOSED GRADE

EXISTING GROUND

EXIST. 12" WATER

STA = 547+00.00
EL = 1,004.84'
ex = 0.95'
K = 441
L = 580.00'

MATCHLINE STA. 549+00

PROPOSED GRADE	EXISTING GROUND
998.04	998.61
999.28	999.98
1,000.08	1,000.77
1,000.89	1,001.67
1,001.76	1,002.69
1,002.68	1,003.70
1,003.66	1,004.77
1,004.70	1,006.06
1,005.80	1,007.16
1,006.95	1,008.41
1,008.15	1,008.72
1,009.42	1,009.76
1,010.74	

545+00

REV	DATE	DESCRIPTION

HORIZ 0' 15' 30' 60'

VERT 0' 2.5' 5' 10'

SCALE: HORIZONTAL 1"= 60'
VERTICAL 1"= 10'

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY
TBPE Firm No. 2614

WILLIAMSON COUNTY TEXAS

BAGDAD RD AT CR 278

PLAN & PROFILE

BAGDAD ROAD

BEGIN TO STA. 549+00

SHEET 1 OF 4

CIP 103

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9/1/2017 2:01:39 PM

Highland Oaks

TD TUCKER RANCH HOLDINGS, LLC
PARCEL NO. R311022

INSTALL WIRE FENCE (TY D)

PROP R.O.W.

STA. 551+26.00 (℄ BAGDAD) 32.00' LT
END PAVEMENT WIDTH TRANSITION

END FULL SUPER
STA. 555+45.00

℄ BAGDAD

CR 279 (BAGDAD RD)

MATCHLINE STA. 549+00

550+00 551+00 552+00 553+00 554+00 555+00 556+00

64'

-2.0%

PT 555+56.49

EXIST R.O.W.

R10'

EXIST R.O.W.

STA. 549+19.23
12' DRIVEWAY

STA. 551+51.00 (℄ BAGDAD) 32.00' RT
END PAVEMENT WIDTH TRANSITION

PROP R.O.W.

INSTALL GATE

END WIRE FENCE (TY D)
BEGIN WIRE FENCE (TY W2)
STA. 551+52.00
TIE TO EXISTING

PI STATION	= 551+41.48
DELTA	= 9° 32' 00.11" (RT)
DEGREE OF CURVE	= 1° 08' 45.30"
TANGENT	= 416.93
LENGTH	= 831.94
RADIUS	= 5,000.00
PC STATION	= 547+24.55
PT STATION	= 555+56.49

CAUTION - EXISTING WATER
LINE TO REMAIN IN PLACE.

MATCHLINE STA. 556+00

IVEY R. COLE AND WIFE,
CAROLINE H. COLE
PARCEL NO. R024013

ROY L. SULLIVAN, II
PARCEL NO. R022369

N

NOTES:

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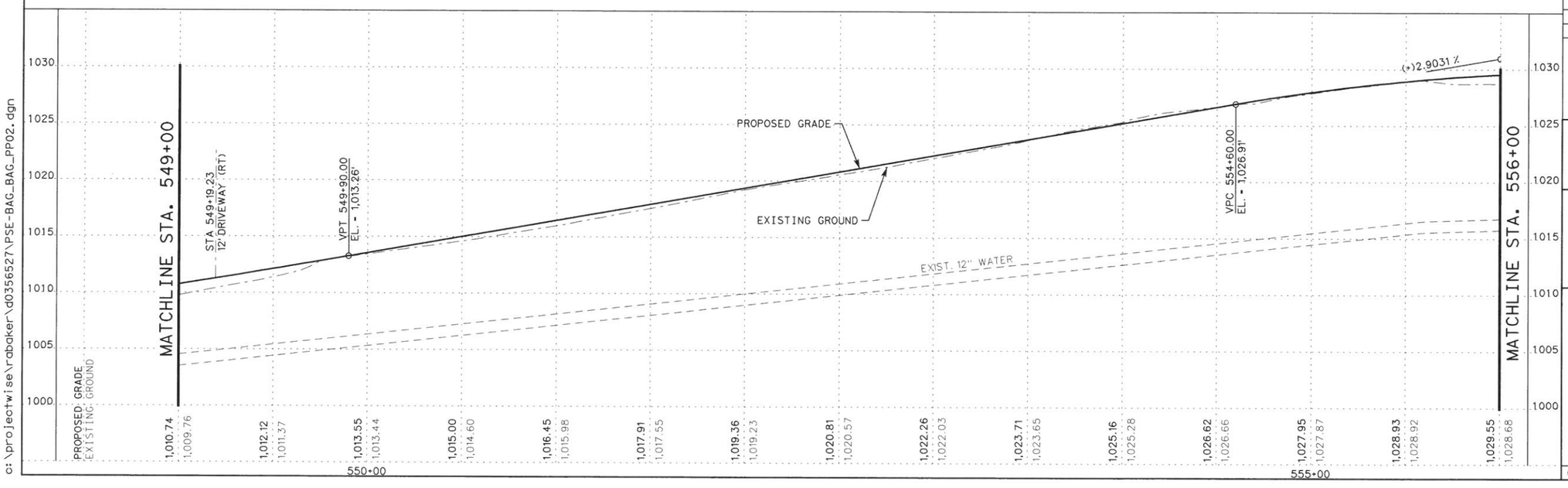
Robert D. Baker Jr

STATE OF TEXAS
ROBERT A. BAKER, JR.
99726
LICENSED PROFESSIONAL ENGINEER

9/1/2017



REV	DATE	DESCRIPTION

HORIZ 0' 15' 30' 60'
VERT 0' 2.5' 5' 10'
SCALE: HORIZONTAL 1"= 60'
VERTICAL 1"= 10'

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY
TBPE Firm No. 2614

WILLIAMSON COUNTY
TEXAS

BAGDAD RD AT CR 278

PLAN & PROFILE

BAGDAD ROAD

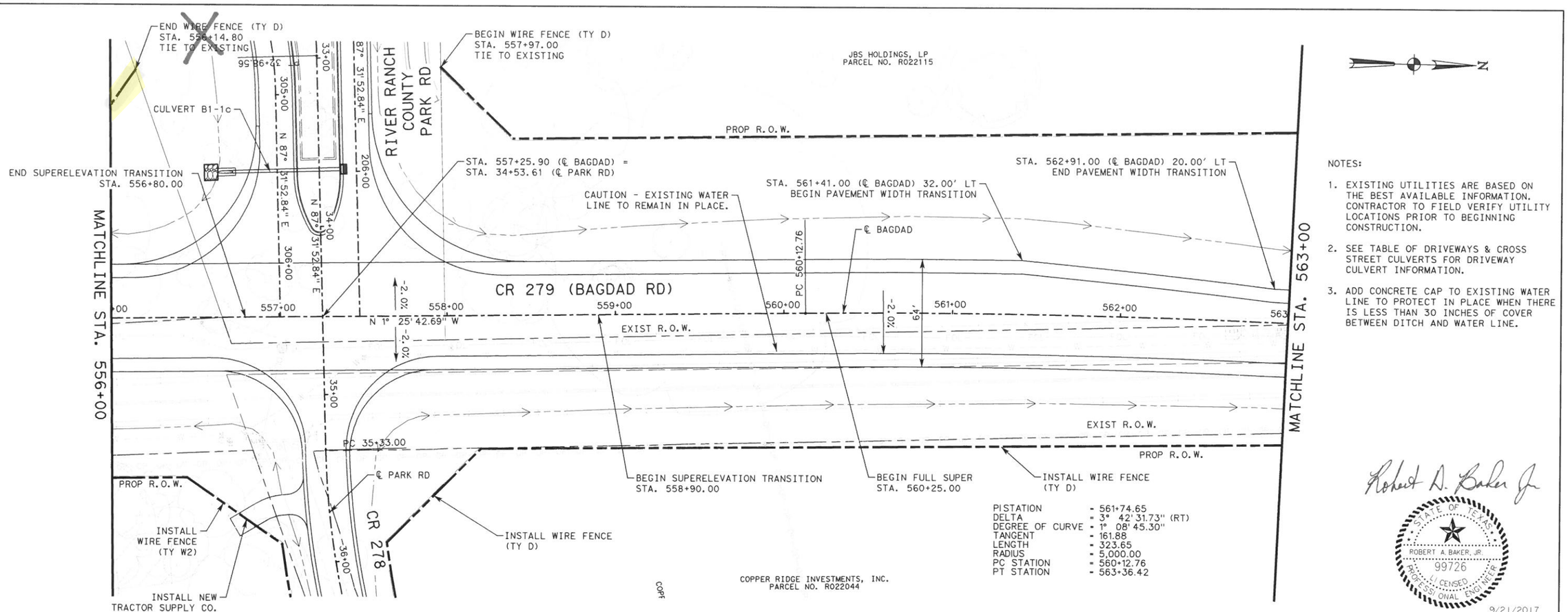
STA. 549+00 TO STA. 556+00

SHEET 2 OF 4

CIP 104

c:\projectwise\rabaker\d0356527\PSE-BAG_BAG_PP02.dgn

9/21/2017 10:43:56 AM



NOTES:

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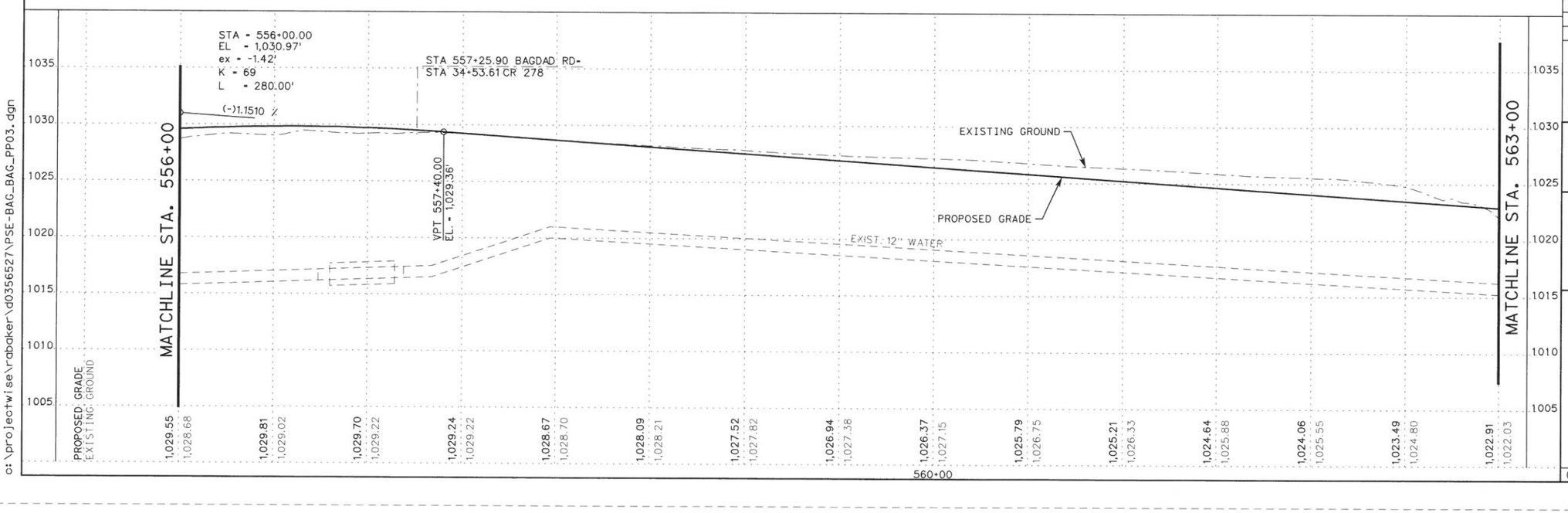
Robert D. Baker Jr

STATE OF TEXAS
ROBERT A. BAKER, JR.
99726
LICENSED
PROFESSIONAL ENGINEER

9/21/2017



REV	DATE	DESCRIPTION

HORIZ 0' 15' 30' 60'
VERT 0' 2.5' 5' 10'
SCALE: HORIZONTAL 1"= 60'
VERTICAL 1"= 10'

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY
TBPE Firm No. 2614

WILLIAMSON COUNTY
1848

BAGDAD RD AT CR 278

PLAN & PROFILE

BAGDAD ROAD

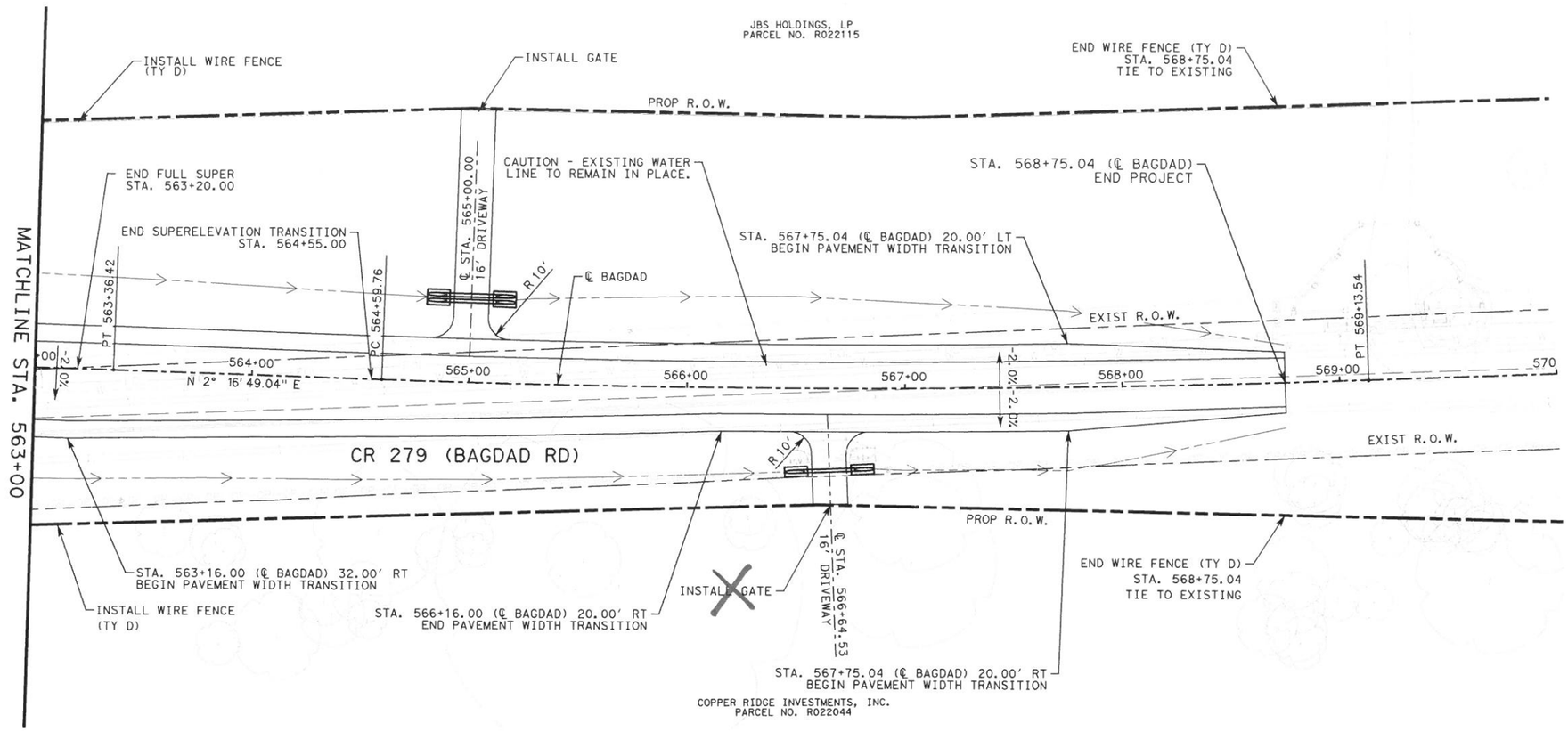
STA. 556+00 TO STA. 563+00

SHEET 3 OF 4

CIP 105

c:\projectwise\rabaker\d0356527\PSE-BAG_BAG_PP03.dgn

9/21/2017 10:44:26 AM



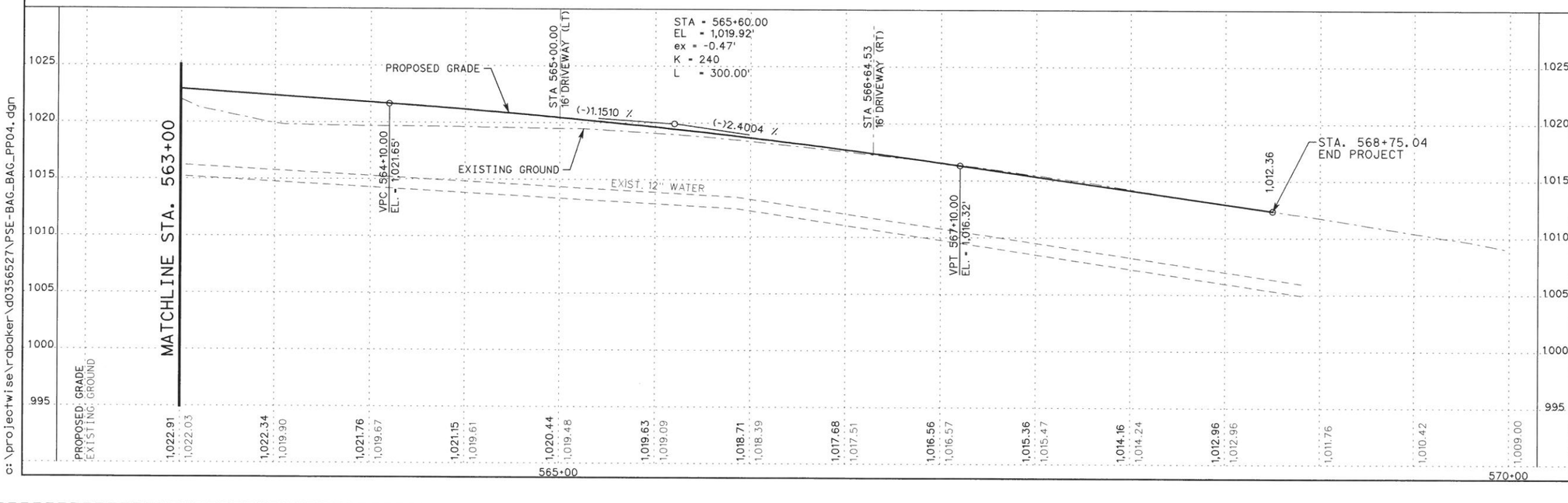
NOTES:

1. EXISTING UTILITIES ARE BASED ON THE BEST AVAILABLE INFORMATION. CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.
2. SEE TABLE OF DRIVEWAYS & CROSS STREET CULVERTS FOR DRIVEWAY CULVERT INFORMATION.
3. ADD CONCRETE CAP TO EXISTING WATER LINE TO PROTECT IN PLACE WHEN THERE IS LESS THAN 30 INCHES OF COVER BETWEEN DITCH AND WATER LINE.

Robert A. Baker Jr

STATE OF TEXAS
ROBERT A. BAKER, JR.
99726
LICENSED
PROFESSIONAL ENGINEER

9/21/2017



REV	DATE	DESCRIPTION

HORIZ 0' 15' 30' 60'
VERT 0' 2.5' 5' 10'
SCALE: HORIZONTAL 1" = 60'
VERTICAL 1" = 10'

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY
TBPE Firm No. 2614

WILLIAMSON COUNTY 1848

BAGDAD RD AT CR 278
PLAN & PROFILE
BAGDAD ROAD
STA. 563+00 TO END

SHEET 4 OF 4

CIP 106

c:\projectwise\rabaker\d0356527\PSE-BAG_BAG_PP04.dgn

Commissioners Court - Regular Session **52.**

Meeting Date: 05/19/2020

1811-278 Forest North Anderson Mill Change Order No. 3

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. 3 in the amount of -$22,854.00 for the Forest North Anderson Mill (QA Construction), a Road Bond project in Commissioner Pct. 1.
P: 225 Funding: Road Bond

Background

This Change Order provides the final balancing for the overrun/underrun of the City of Austin contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1811-278 Forest North Anderson Mill CO No 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 10:03 AM
Form Started By: Dawn Haggard		Started On: 05/12/2020 03:17 PM
Final Approval Date: 05/14/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: **QA Construction**

2. Change Order Work Limits: Sta. **0+83** to Sta. **2+37**

3. Type of Change(on federal-aid non-exempt projects): **Minor** 2E

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***1811-278***
Roadway:	***Forest North-Anderson Mill***
CSJ Number:	

5. Describe the work being revised:

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

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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 5/11/2020

By

Typed/Printed Name Jose A Ruiz

Typed/Printed Title Project Estimator / Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($22,854.00)**

RECOMMENDED FOR EXECUTION:

5/13/2020
Project Manager Date

N/A
Design Engineer Date

05/13/2020
Program Manager Date

Design Engineer's Seal:

N/A

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: *3* ***Project #*** *1811-278*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			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
509S-1	TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS (AL DEPTHS)	LF	$3.00	956.00	$2,868.00	(956.00)	0.00	$0.00	($2,868.00)
510-AW6-DIA	PIPE, 6" DIA, DI CL 350 (ALL DEPTHS)WITH RESTRAINED JOINTS INCLUDES EXCAVATIN AND BACKFILL	LF	$80.00	92.00	$7,360.00	(92.00)	0.00	$0.00	($7,360.00)
511S-A6	VALVES, GATE 6" DIA.	EA	$1,600.00	1.00	$1,600.00	(1.00)	0.00	$0.00	($1,600.00)
511S-B	FIRE HYDRANT ASSEMBLY	EA	$4,800.00	1.00	$4,800.00	(1.00)	0.00	$0.00	($4,800.00)
511S-B	REMOVE FIRE HYDRANT (SEE STANDARD 511S-17)	EA	$1,200.00	1.00	$1,200.00	(1.00)	0.00	$0.00	($1,200.00)
SP504S-GV6	REMOVE VALVE 6" GATE	EA	$850.00	1.00	$850.00	(1.00)	0.00	$0.00	($850.00)
SP1900-W6DIA	REMOVING PIPE 6" DIAMETER, AC PIPE - FOR REMOVAL AT STORM CROSSINGS, REQUIRED RESTRAINED JOINTS, TO EXISTING COUPLINGS, AND OTHER AREAS SPECCIFIED ON PLANS AND INCLUDING TRENCH AND PAVEMENT REPAIRS.	LF	$16.00	261.00	$4,176.00	(261.00)	0.00	$0.00	($4,176.00)
TOTALS					$22,854.00			$0.00	($22,854.00)

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

Forest North-Anderson Mill
Williamson County Project No. 1811-278

Change Order No. 3

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of the City of Austin contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net decrease of $22,854.00 to the Contract amount, for an adjusted Contract total of $283,136.64. The original Contract amount was $295,000.00. As a result of this and all Change Orders to-date, $11,863.36 has been deducted from the Contract, resulting in a 4.02% net decrease to the Contract cost. No time will be added to the Contract for this Change Order. To date a total of fifteen (15) days have been added to the Contract.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session **53.**

Meeting Date: 05/19/2020

1811-278 Forest North Anderson Mill Change Order No. 4

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. 4 in the amount of -$1,158.51 for the Forest North Anderson Mill (QA Construction), a Road Bond project in Commissioner Pct. 1.
P: 225 Funding Source: Road Bond

Background

This Change Order provides for the final balancing for the overrun/underrun of the Williamson County Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds a new bid item to compensate the Contractor for the cost to rent street plates that were necessary to cover the trench for the water service line during the time of discussions with the City of Austin, concerning the water service work.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1811-278 Forest North Anderson Mill CO No 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 10:31 AM
Form Started By: Dawn Haggard		Started On: 05/12/2020 03:22 PM
Final Approval Date: 05/14/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

1. CONTRACTOR: **QA Construction**

2. Change Order Work Limits: Sta. **0+83** to Sta. **2+37**

3. Type of Change(on federal-aid non-exempt projects): **Minor**

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***1811-278***
Roadway:	***Forest North-Anderson Mill***
CSJ Number:	

5. Describe the work being revised:

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

6. Work to be performed in accordance with Items: **See attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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 5/11/2020

By

Typed/Printed Name Jose A Ruiz

Typed/Printed Title Project Estimator / Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($1,158.51)**

RECOMMENDED FOR EXECUTION:

Project Manager 5/13/2020 Date

N/A
Design Engineer Date

05/13/2020
Program Manager Date

Design Engineer's Seal:

N/A

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: 4 ***Project # 1811-278***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			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
161-6030	COMPOST MANUFACTURED TOPSOIL (6")	SY	$7.00	1386.00	$9,702.00	5.30	1,391.30	$9,739.10	$37.10
164-6007	BROADCAST SEED (PERM) (URBAN) (CLAY)	SY	$5.25	1386.00	$7,276.50	(88.00)	1,298.00	$6,814.50	($462.00)
164-6009	BROADCAST SEED (TEMP) (WARM) (CLAY)	SY	$5.25	693.00	$3,638.25	(44.00)	649.00	$3,407.25	($231.00)
164-6011	BROADCAST SEED (TEMP)(COOL)	SY	$5.25	649.00	$3,407.25	(649.00)	0.00	$0.00	($3,407.25)
168-6001	VEGETATIVE WATERING	MG	$22.00	199.20	$4,382.40	(2.20)	197.00	$4,334.00	($48.40)
169-6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	SY	$3.50	1386.00	$4,851.00	(88.00)	1,298.00	$4,543.00	($308.00)
360-6027	CURB (TYPE II)	LF	$18.00	10.00	$180.00	15.00	25.00	$450.00	$270.00
400-6006	CUT & RESTORING PAV	SY	$135.00	57.00	$7,695.00	12.30	69.30	$9,355.50	$1,660.50
432-6002	RIPRAP(CONC)(5IN)	CY	$560.00	2.00	$1,120.00	4.70	6.70	$3,752.00	$2,632.00
464-6003	RCPIPE (CL III)(18IN)	LF	$90.00	590.00	$53,100.00	24.00	614.00	$55,260.00	$2,160.00
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.50	603.00	$2,110.50	(160.00)	443.00	$1,550.50	($560.00)
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$1.50	603.00	$904.50	(160.00)	443.00	$664.50	($240.00)
530-6004	DRIVEWAYS (CONC)	SY	$96.00	246.00	$23,616.00	255.70	501.70	$48,163.20	$24,547.20
531-6001	CONC SIDEWALKS (4")	SY	$72.00	9.00	$648.00	(3.70)	5.30	$381.60	($266.40)
644-6071	RELOCATE SM R SN SUP & AMP TY TWT	EA	$475.00	5.00	$2,375.00	(3.00)	2.00	$950.00	($1,425.00)
1004-6002	TREE PROTECTION	AC	$2,000.00	1.30	$2,600.00	(1.00)	0.30	$600.00	($2,000.00)
701S-T	TEMPORARY FENCE, 6 FOOT HIGH, CHAINLINK	LF	$7.00	70.00	$490.00	9.70	79.70	$557.90	$67.90
999-WC01	FORCE ACCOUNT	DOL	$1.00	25000.00	$25,000.00	(25,000.00)	0.00	$0.00	($25,000.00)
999-WC02	STREET PLATE RENTAL USED DURING WATER SERVICE DELAY	LS	$1,414.84	0.00	$0.00	1.00	1.00	$1,414.84	$1,414.84
TOTALS					$153,096.40			$151,937.89	($1,158.51)

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

Forest North-Anderson Mill
Williamson County Project No. 1811-278

Change Order No. 4

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of the Williamson County Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds a new bid item to compensate the Contractor for the cost to rent street plates that were necessary to cover the trench for the water service line during the time of discussions with the City of Austin concerning the water service work.

The following summarizes the new Contract item required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC02	STREET PLATE RENTAL USED DURING WATER SERVICE DELAY	1.00	LS

This Change Order results in a decrease of $1,158.51 to the Contract amount, for an adjusted Contract total of $281,978.13. The original Contract amount was $295,000.00. Considering all Change Orders to-date, $13,021.87 has been deducted from the Contract, resulting in a net decrease of 4.41%. Of the $13,021.87 deducted from the Contract, the City of Austin is responsible for a net negative $69,809.76 (-23.66%) for water line changes and the County is responsible for the remaining net positive $56,787.89 (19.25%) for drainage changes resulting in the overall decrease of 4.41%. Zero (0) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

United Rentals
TRENCH SAFETY

BRANCH C35
13119 DESSAU RD
AUSTIN TX 78754-2039
512-479-5058
512-479-5084 FAX

RENTAL RETURN INVOICE

178334751-001

Job Site

FOREST NORTH
9304 TOTTENHAM CT
AUSTIN TX 78729-2838

Office: 512-637-6120 **Cell:** 832-729-8463

Q A CONSTRUCTION SERVICES INC
3267 BEE CAVES RD
AUSTIN TX 78746-6700

Customer #	: 1328684
Invoice Date	: 02/07/20
Rental Out	: 01/27/20 05:00 PM
Rental In	: 02/06/20 04:56 PM
UR Job Loc	: 9304 TOTTENHAM CT, A
UR Job #	: 26
Customer Job ID:	
P.O. #	: 8954
Ordered By	: DAVE FERNANDEZ
Reserved By	: REID COURMIER
Salesperson	: GERMAN GUERRERO

Invoice Amount: $1,414.84

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 8
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
2	944/9942	ROAD PLATE 8' X 10'		73.00	155.00	374.00	620.00
1	944/9895	CROSSING PLATE LIFT SCREW 1.25"		20.00	36.00	91.00	72.00
						Rental Subtotal:	692.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	CRANE TRUCK SET FEE	[SET FEE/MCI]	195.000	EACH	195.00
1	DELIVERY CHARGE		210.000	EACH	210.00
1	PICKUP CHARGE		210.000	EACH	210.00
				Sales/Misc Subtotal:	615.00
				Agreement Subtotal:	1,307.00
				Tax:	107.84
				Total:	1,414.84

COMMENTS/NOTES:

CONTACT: DAVE FERNANDEZ
CELL#: 210-607-0280
DELVIER AM
DELIVERED BY CESAR

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

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Commissioners Court - Regular Session **54.**

Meeting Date: 05/19/2020

Final plat for the Park at Blackhawk IV Ph 2 subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Park at Blackhawk IV, Phase 2 subdivision – Precinct 4.

Background

This is the next section of the Park at Blackhawk IV development. It consists of 27 lots, in Block K, that are either wholly or partially within Williamson County and approximately 864 feet of new public roads within Williamson County. The majority of this subdivision lies within Travis County and the entire subdivision is located within the ETJ of the City of Pflugerville. There are 99 lots and 4,424 feet of new public roads in total.

Timeline

2018-05-22 – initial submittal of the final plat
2018-07-20 – 1st review complete with comments
2018-10-02 – 2nd submittal of final plat
2018-12-03 – 2nd review complete with comments
2018-12-21 – 3rd submittal of final plat
2019-01-26 – 3rd review complete with comments
2019-03-06 – 4th submittal of final plat
2019-03-20 – 4th review complete with all comments clear except completing construction
2020-05-01 – final plat received with all signatures
2020-05-08 – construction complete
2020-05-14 – final plat placed on May 19, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

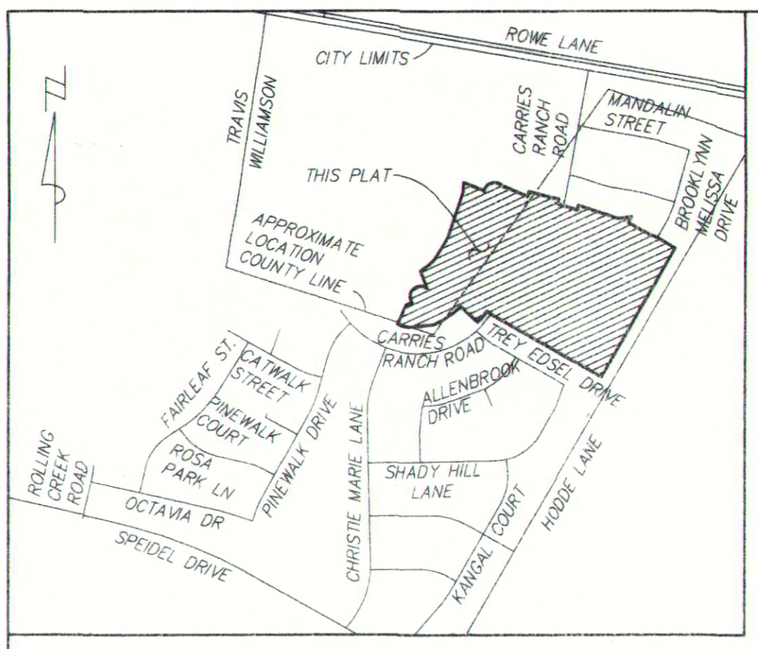
Attachments

final plat - Park at Blackhawk IV Ph 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 11:58 AM
Form Started By: Adam Boatright		Started On: 05/14/2020 10:24 AM

Final Approval Date: 05/14/2020



LOCATION MAP
SCALE: 1" = 800'

FINAL PLAT OF

PARK AT BLACKHAWK IV, PHASE 2

WILLIAMSON AND TRAVIS COUNTIES, TEXAS

TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOME BUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

DATE: FEB. 22, 2018

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

S:\LAND1551-1600\1561\dwg\1561-PLAT.dwg, 3/14/2019 11:18:06 AM

SCALE: 1"=100'

0 100' 200' 300' 400'

FINAL PLAT OF

PARK AT BLACKHAWK IV, PHASE 2

WILLIAMSON AND TRAVIS COUNTIES, TEXAS

FOUND 1/2" IRON ROD FOR NORTHEAST CORNER 286.736 ACRE TRACT

S29°31'22"W 834.77' (BEARING BASIS)

POINT OF BEGINNING 20' RIGHT-OF-WAY DEDICATED BY THIS PLAT

MANVILLE WATER SUPPLY CORPORATION 15' PIPELINE WATER AND DISTRIBUTION EASEMENT DOC. No. 2000004638 OPRTC

LOT 20

LOT 19

LOT 18

ROWE LANE ESTATES - SECTION TWO VOLUME 91, PAGE 71, & CABINET K, SLIDE 141, PRWC

APPROXIMATE SURVEY LINE DANIEL & GRACY A-2599

BENJAMIN ALLEN SURVEY A-36

GEORGE GRIMES SURVEY ABSTRACT-306 TRAVIS COUNTY

GEORGE GRIMES SURVEY ABSTRACT-883 WILLIAMSON COUNTY

LOT 1, BLOCK K AMENITY CENTER, OFFICE/COMMERCIAL RESIDENTIAL LOT 6.238 ACRES

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A 5.238 ACRES (TRACT 2) DOC. No. 2018044279 OPRTC

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A 17.537 ACRES (TRACT 1) DOC. No. 2018044279 OPRTC

LOT 33, BLOCK K DRAINAGE AREA, OPEN SPACE & PUE 17.486 ACRES

PARK AT BLACKHAWK IV, PHASE 1 DOC. NO. _____ OPRTC

PARK AT BLACKHAWK IV PHASE 3 DOC. No. _____, OPRTC

ROWE LANE DEVELOPMENT, LTD. REMAINDER OF 39.177 ACRES DOC. No. 2018034533 OPRTC

PARK 63 LLC 13.074 ACRES DOC. No. 2018007673 OPRTC

ROBERT M. TIEMANN REMAINDER OF 286.736 ACRES VOL. 8338/PG. 505 DRTC

ROBERT M. TIEMANN REMAINDER OF 19.244 ACRES VOL. 8198/PG. 46 DRTC

JNC DEVELOPMENT, INC. 29.50 ACRES DOC. No. 2015165363 OPRTC

DON LEE WEISS AND GLADYS O. WEISS REMAINDER OF 199.80 ACRES VOLUME 2624, PAGE 275, DRTC

WILLIAMSON COUNTY COUNTY LINE APPROXIMATE LOCATION

TRAVIS COUNTY

TRAVIS COUNTY RANCH ROAD

CARRIES RANCH ROAD

BROOKLYNN MELISSA DRIVE

JACKIES DRIVE

KINGS CROSS ROAD

ORYX LANE

CLAIRE JEAN PATH

AKBASH LANE

HODDE LANE (ROW VARIES)

TREY EDSEL DRIVE

BLOCK J

BLOCK BB

BLOCK A

BLOCK B

BLOCK K

BLOCK I

BLOCK H

SEE DETAIL A

SEE DETAIL B

1/2" IRON ROD SET IN CONCRETE & BENCH MARK N=10147586.29 E=3174299.35 ELEV=634.06' NAVD 88

SQUARE ON SIDEWALK RAMP N=10144401.69 E=3173873.16 ELEV=637.01' NAVD 88

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48453C0285H, TRAVIS COUNTY, TEXAS, EFFECTIVE DATE SEPTEMBER 26, 2008, COMMUNITY 481026.

I, J. KEITH COLLINS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS IN COMPLIANCE WITH CHAPTER 482 OF THE TRAVIS COUNTY CODE.

5/6/19

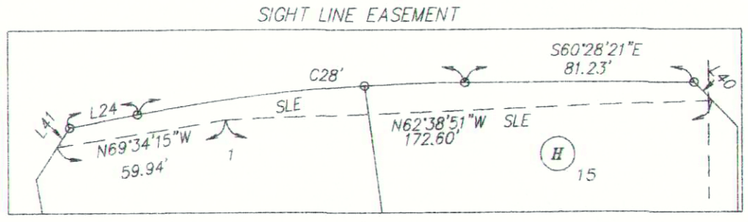
J. KEITH COLLINS
LICENSED PROFESSIONAL ENGINEER No. 80579
STATE OF TEXAS

STATE OF TEXAS J. KEITH COLLINS 80579 REGISTERED PROFESSIONAL ENGINEER

BRIEF DESCRIPTION:

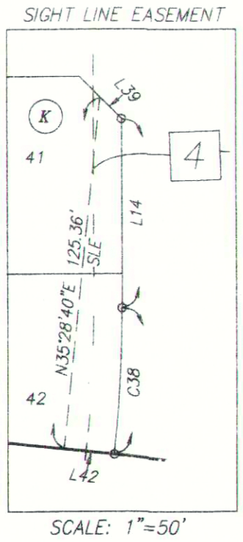
BEING 23.419 ACRES SITUATED IN THE GEORGE GRIMES SURVEY, ABSTRACT NO. 306, IN TRAVIS COUNTY, TEXAS, AND IN THE GEORGE GRIMES SURVEY, ABSTRACT NO. 883, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT 23.419 ACRE TRACT OF LAND CONVEYED TO PARK 63 LLC BY DEED RECORDED IN DOCUMENT NO. 2018172339 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DETAIL A
SIGHT LINE EASEMENT



SCALE: 1"=50'

DETAIL B
SIGHT LINE EASEMENT



SCALE: 1"=50'

LEGEND:

- OPRTC = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- RPRTC = REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- GE = GAS EASENENT
- ● = FOUND 1/2" IRON ROD
- ○ = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- ..... = FOUR FOOT (4') WIDE SIDEWALK REQUIRED
- ..... = 10 FOOT (10') SIDEWALK IS ALONG SUBDIVISION SIDE OF HODDE LANE
- (B) = BLOCK NAME
- ◈ = BENCH MARK
- ■ =1/2" IRON ROD IN CONCRETE & BENCH MARK

OWNER:

PARK 63 LLC
4421 ROWE LANE
PFLUGERVILLE, TX 78660
TRAVIS COUNTY

STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT I, WILLIAM L. JOHNSON, DO HEREBY CONFIRM THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF PFLUGERVILLE, TEXAS AND IN COMPLIANCE WITH CHAPTER 482 OF THE TRAVIS COUNTY CODE, THAT ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT.

6 MAY 2019

WILLIAM L. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5425
STATE OF TEXAS

STATE OF TEXAS REGISTERED WILLIAM L. JOHNSON 5425 PROFESSIONAL LAND SURVEYOR

DATE: FEB. 22, 2018

SCALE: 1"=100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
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FINAL PLAT OF

PARK AT BLACKHAWK IV, PHASE 2

WILLIAMSON AND TRAVIS COUNTIES, TEXAS

NOTES:

1. THIS PLAT LIES WITHIN THE CITY OF PFLUGERVILLE ETJ.
2. WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY (WHOLESALE). WASTEWATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE (WHOLESALE). RETAIL WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY LAKESIDE WCID 2A. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER AND WASTEWATER FACILITIES.
3. A TEN FOOT PUBLIC UTILITY AND SIDEWALK EASEMENT (PUE) IS HEREBY DEDICATED BY THIS PLAT ALONG ALL STREET FRONTAGE.
4. EASEMENTS DEDICATED TO THE PUBLIC BY THIS PLAT SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL PER ORDINANCE No. 1206-15-02-24. THE GRANTOR , HEIRS, SUCCESSORS AND ASSIGNS SHALL RETAIN THE OBLIGATION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REGULARLY MOW OR CUT BACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERTY FREE OF LITTER, DEBRIS, AND TRASH.
5. NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
6. THE PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPAIR, MAINTENANCE , RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES, AND RELATED APPURTENANCES.
7. A TEN FOOT (10') SIDEWALK IS REQUIRED ALONG THE WEST SIDE OF HODDE LANE. THE SIDEWALK ON HODDE LANE IS REQUIRED TO BE CONSTRUCTED BY THE PROPERTY OWNER OR POST THE FEE-IN-LIEU OF CONSTRUCTING THE SIDEWALK WITH TRAVIS COUNTY.
8. A MINIMUM OF A FOUR FOOT (4') SIDEWALK SHALL BE CONSTRUCTED ALONG EACH SIDE OF CLAIRE JEAN PATH, ORYX LANE, KINGS CROSS ROAD, AKBASH LANE, BROOKLYNN MELISSA DRIVE AND CARRIES RANCH ROAD.
9. STREETLIGHTS SHALL BE INSTALLED AND IN FULL WORKING ORDER WITH THE PUBLIC IMPROVEMENTS. ALL STREETLIGHTS SHALL BE IN CONFORMANCE WITH ALL CITY OF PFLUGERVILLE ORDINANCES INCLUDING BUT NOT LIMITED TO BEING DOWNCAST AND FULL CUT OFF TYPE.
10. THIS SUBDIVISION IS SUBJECT TO ALL CIT OF PFLUGERVILLE ORDINANCES OR TECHNICAL MANUALS RELATED TO TREE PRESERVATION PER CITY ORDINANCE #1203-15-02-24 AND CITY RESOLUTION # 1224-09-08-8A.
11. PARKLAND DEDICATION REQUIREMENT NOTE: TO DATE, ALL PUBLIC PARKLAND REQUIREMENTS HAVE BEEN MET PER THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN TIEMANN LAND AND CATTLE DEVELOPMENT, INC AND THE CITY OF PFLUGERVILLE, DATED APRIL 29, 1997, AND AS AMENDED.
12. THE ASSESSED WASTEWATER IS $1362.00 PER LOT PURSUANT TO THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN TIEMANN LAND & CATTLE, INC. AND THE CITY OF PFLUGERVILLE, TEXAS INCLUDING CONSENT TO CREATION OF WATER CONTROL AND IMPROVEMENT DISTRICTS AND THE DEVELOPMENT OF A CERTAIN 1113 ACRE TRACT LOCATED IN WILLIAMSON AND TRAVIS COUNTIES, TEXAS DATED APRIL 29, 1997, AS AMENDED.
13. THIS SUBDIVISION SHALL MITIGATE THE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
14. ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING MANUAL, AS AMENDED.
15. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH THE APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF PFLUGERVILLE.
16. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
17. ALL PROPOSED FENCES AND WALLS ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SITE DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.
18. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
19. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
20. BEFORE BEGINNING CONSTRUCTION ACTIVITIES ON A SUBDIVISION LOT, THE OWNER MUST OBTAIN A TRAVIS COUNTY DEVELOPMENT PERMIT AND, WHEN APPLICABLE, IMPLEMENT A STORM WATER POLLUTION PREVENTION CONTROL PLAN (SWP3). THE SWP3 REQUIRES IMPLEMENTATION OF TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES, INCLUDING EROSION AND SEDIMENT CONTROLS, FOR PROTECTION OF STORM WATER RUNOFF QUALITY, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
21. THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS, AND RESTRICTIONS AS RECORDED IN DOCUMENT NO. 2002010202 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY.
22. LOTS 1-10 BLOCK B AND LOTS 25-26 BLOCK A, ARE PROHIBITED FROM TAKING ACCESS TO HODDE LAND. LOTS 12, 13, 40, 41 BLOCK K, AND LOTS 7 AND 8 BLOCK I ARE PROHIBITED FROM TAKING ACCESS TO ORYX LANE. LOT 20 BLOCK B IS PROHIBITED FROM TAKING ACCESS TO CARRIES RANCH ROAD. LOT 3 BLOCK J ;LOT 1 AND 15 BLOCK I ;LOT 1 AND 15 BLOCK H; LOT 26 BLOCK A; LOT 1 BLOCK B ARE PROHIBITED FROM TAKING ACCESS TO KINGS CROSS ROAD. LOT 10 BLOCK J AND LOT 9 BLOCK H ARE PROHIBITED FROM TAKING ACCESS TO BROOKLYNN MELISSA DRIVE. LOT 7 BLOCK H IS PROHIBITED FROM TAKING ACCESS TO AKBASH LANE.
23. SETBACKS ARE AS FOLLOWS: FRONT: 25'; REAR: 20'; SIDE: 5'; AND STREET SIDE: 15'.
24. A MASONRY FENCE OR PRIVACY WALL SHALL BE CONSTRUCTED ALONG THE EXTENT OF LOTS 1-10 BLOCK B AND 25-26 BLOCK A FACING HODDE LANE. MASONRY FENCE OR PRIVACY WALL SHALL BE OWNED/MAINTAINED BY THE HOA.
25. WITHIN A SIGHT LINE EASEMENT, ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS' COURT OR THE CITY OF PFLUGERVILLE AT THE OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
26. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
27. LOTS WITHIN BLOCK K MAY BE LOCATED WITHIN BOTH TRAVIS AND WILLIAMSON COUNTY, WHICH COULD AFFECT ESD'S RESPONSE.
28. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
29. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
30. IT IS THE RESPONSIBILITY OF THE OWNER, NOT WILLIAMSON COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
31. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
32. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
33. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION THAT LIE ENTIRELY WITHIN WILLIAMSON COUNTY, AND FOR THE PORTION OF LOTS 3, 4, 5, 6, 13, 14, 15, 16. 17, 18, 34, 35, 37, 38, 39' AND 40, BLOCK K, WITHIN WILLIAMSON COUNTY, THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOOD PLAIN BOUNDRIES IN THIS AREA.

NOTES CONTINUED:

34. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453CO-0825H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008, COMMUNITY #481026.
35. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.
36. ALL BEARINGS ARE BASED ON THE NORTHWEST LINE OF HODDE LANE, CALLED AS S29°31'22"W IN THE DEED RECORDED IN DOCUMENT NO. 2018172339 OPRTC.

EASEMENT LIST:

[1] = 0.286 ACRE TEMPORARY CUL-DE-SAC EASEMENT TO COUNTY OF TRAVIS, STATE OF TEXAS - DOC. NO. 2018117924 OPRTC - FROM THE DOCUMENT "THE EASEMENT SHALL AUTOMATICALLY TERMINATE AT SUCH TIME AS AN EXTENSION OF ROLLING CREEK ROAD OVER AND THROUGH THE CUL-DE-SAC IS DEDICATED TO GRANTEE."

[2] = 0.264 ACRE TEMPORARY CUL-DE-SAC EASEMENT TO COUNTY OF TRAVIS, STATE OF TEXAS - DOC. NO. 2018117923 OPRTC - FROM THE DOCUMENT "THE EASEMENT SHALL AUTOMATICALLY TERMINATE AT SUCH TIME AS AN EXTENSION OF ROLLING CREEK ROAD OVER AND THROUGH THE CUL-DE-SAC IS DEDICATED TO GRANTEE."

[3] = 0.2743 ACRE TEMPORARY WATER LINE EASEMENT -DOC. NO. _____ OPRTC.

[4] = 3.987AC TEMPORARY WASTEWATER LINE EASEMENT TO LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A - DOC. NO. 2018097592 OPRTC - FROM THE DOCUMENT "... THE EASEMENT SHALL AUTOMATICALLY EXPIRE AND BE OF NO FORCE OR EFFECT UPON THE RECORDATION OF A SUBDIVISION PLAT THAT INCLUDES THE LAND SUBJECT TO THE EASEMENT, ..."

LOT AREAS:

BLOCK A

LOT 25 = 6604 S.F.
LOT 26 = 8093 S.F.

BLOCK B

LOT 1 = 8093 S.F.
LOT 2 = 6605 S.F.
LOT 3 = 6605 S.F.
LOT 4 = 6605 S.F.
LOT 5 = 6606 S.F.
LOT 6 = 6606 S.F.
LOT 7 = 6607 S.F.
LOT 8 = 6716 S.F.
LOT 9 = 9594 S.F.
LOT 10 = 13820 S.F.
LOT 11 = 9915 S.F.
LOT 12 = 8350 S.F.
LOT 13 = 6600 S.F.
LOT 14 = 6600 S.F.
LOT 15 = 6600 S.F.
LOT 16 = 6600 S.F.
LOT 17 = 6600 S.F.
LOT 18 = 6600 S.F.
LOT 19 = 6600 S.F.
LOT 20 = 9200 S.F.

BLOCK H

LOT 1 = 10034 S.F.
LOT 2 = 6964 S.F.
LOT 3 = 6960 S.F.
LOT 4 = 6960 S.F.
LOT 5 = 6960 S.F.
LOT 6 = 8400 S.F.
LOT 7 = 9487 S.F.
LOT 8 = 8248 S.F.
LOT 9 = 9991 S.F.
LOT 10 = 8400 S.F.
LOT 11 = 6960 S.F.
LOT 12 = 6960 S.F.
LOT 13 = 6960 S.F.
LOT 14 = 6960 S.F.
LOT 15 = 11597 S.F.

BLOCK I

LOT 1 = 10417 S.F.
LOT 2 = 7300 S.F.
LOT 3 = 7300 S.F.
LOT 4 = 7300 S.F.
LOT 5 = 7300 S.F.
LOT 6 = 7300 S.F.
LOT 7 = 9688 S.F.
LOT 8 = 8638 S.F.
LOT 9 = 6875 S.F.
LOT 10 = 6875 S.F.
LOT 11 = 6875 S.F.
LOT 12 = 6875 S.F.
LOT 13 = 6875 S.F.
LOT 14 = 6858 S.F.
LOT 15 = 9177 S.F.

BLOCK J

LOT 3 = 10672 S.F.
LOT 4 = 7209 S.F.
LOT 5 = 6960 S.F.
LOT 6 = 6960 S.F.
LOT 7 = 7178 S.F.
LOT 8 = 8613 S.F.
LOT 9 = 7225 S.F.
LOT 10 = 9251 S.F.

BLOCK K

LOT 3 = 6987 S.F.
LOT 4 = 7054 S.F.
LOT 5 = 6604 S.F.
LOT 6 = 6600 S.F.
LOT 7 = 6600 S.F.
LOT 8 = 6600 S.F.
LOT 9 = 6600 S.F.
LOT 10 = 6600 S.F.
LOT 11 = 6600 S.F.
LOT 12 = 8887 S.F.
LOT 13 = 8887 S.F.
LOT 14 = 6600 S.F.
LOT 15 = 6600 S.F.
LOT 16 = 7354 S.F.
LOT 17 = 6979 S.F.
LOT 18 = 7303 S.F.
LOT 19 = 7619 S.F.
LOT 20 = 7311 S.F.
LOT 21 = 7670 S.F.
LOT 22 = 7338 S.F.
LOT 23 = 8693 S.F.
LOT 24 = 8263 S.F.
LOT 25 = 8606 S.F.
LOT 26 = 7594 S.F.
LOT 27 = 6986 S.F.
LOT 28 = 6640 S.F.
LOT 29 = 6793 S.F.
LOT 30 = 7360 S.F.
LOT 31 = 7356 S.F.
LOT 32 = 7685 S.F.
LOT 34 = 9361 S.F.
LOT 35 = 10357 S.F.
LOT 36 = 7370 S.F.
LOT 37 = 8681 S.F.
LOT 38 = 8193 S.F.
LOT 39 = 7685 S.F.
LOT 40 = 9201 S.F.
LOT 41 = 9017 S.F.
LOT 42 = 7592 S.F.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	128.33	60.00	122°32'45"	N79°29'05"E	105.23
C2	24.74	570.00	2°29'13"	S16°02'45"W	24.74
C3	20.49	546.00	2°09'01"	S34°34'54"W	20.49
C4	170.91	60.00	163°12'26"	N44°12'08"E	118.71
C5	5.45	25.00	12°29'49"	S60°26'34"E	5.44
C6	91.63	525.00	10°00'00"	N34°31'39"E	91.51
C7	21.03	25.00	48°11'23"	N15°25'58"E	20.41
C8	153.92	50.00	176°22'46"	N79°31'39"E	99.95
C9	21.03	25.00	48°11'23"	N36°22'39"W	20.41
C10	58.41	546.00	6°07'46"	S32°35'32"W	58.38
C11	37.92	546.00	3°58'45"	S31°31'01"W	37.91
C12	202.30	475.00	24°24'07"	N50°05'55"E	200.77
C13	18.61	25.00	42°39'35"	N40°58'11"E	18.19
C14	299.67	60.00	286°09'57"	N17°16'38"W	72.08
C15	28.86	25.00	66°09'12"	N87°16'15"W	27.29
C16	223.46	425.00	30°07'29"	N44°35'24"E	220.89
C17	41.82	392.50	6°06'16"	N26°28'31"E	41.80
C18	28.15	25.00	64°30'47"	N08°50'00"W	26.69
C19	299.76	60.00	286°15'14"	S77°57'47"E	72.01
C20	18.21	25.00	41°44'26"	N44°17'37"E	17.81
C21	47.15	442.50	6°06'19"	N26°28'33"E	47.13
C22	121.75	570.00	12°14'18"	N23°24'30"E	121.52
C23	66.37	630.00	6°02'09"	N20°18'26"E	66.34
C24	35.82	275.00	7°27'43"	N67°43'13"W	35.79
C25	126.47	661.55	10°57'11"	N65°57'43"W	126.27
C26	82.90	475.00	10°00'00"	N34°31'39"E	82.80
C27	81.44	425.00	10°58'44"	N24°02'17"E	81.31
C28	116.89	610.00	10°58'44"	N65°57'43"W	116.71
C29	42.33	325.00	7°27'43"	N67°43'13"W	42.30
C30	71.86	375.00	10°58'44"	N24°02'17"E	71.75
C31	15.31	525.00	1°40'14"	N30°21'46"E	15.31
C32	55.21	525.00	6°01'31"	N34°12'38"E	55.18
C33	21.11	525.00	2°18'15"	N38°22'32"E	21.11
C34	24.62	50.00	28°12'55"	N05°26'44"E	24.37
C35	49.06	50.00	56°13'19"	N47°39'51"E	47.12
C36	46.68	50.00	53°29'15"	N77°28'53"W	45.00
C37	33.56	50.00	38°27'17"	N31°30'37"W	32.93
C38	51.99	486.00	6°07'46"	S32°35'32"W	51.97
C39	48.92	475.00	5°54'02"	N40°50'52"E	48.90
C40	52.21	475.00	6°17'53"	N46°56'50"E	52.19
C41	52.21	475.00	6°17'53"	N53°14'42"E	52.19
C42	48.96	475.00	5°54'20"	N59°20'48"E	48.94
C43	4.39	25.00	10°03'29"	N57°16'14"E	4.38
C44	14.23	25.00	32°36'06"	N35°56'27"E	14.03
C45	47.22	60.00	45°05'16"	N42°11'02"E	46.01
C46	37.76	60.00	36°03'32"	N82°45'26"E	37.14
C47	43.79	60.00	41°48'43"	N58°18'27"W	42.82
C48	23.41	25.00	53°39'23"	N86°28'50"E	22.57
C49	59.29	425.00	7°59'37"	N55°39'20"E	59.25
C50	71.33	425.00	9°37'00"	N46°51'01"E	71.25
C51	71.36	425.00	9°37'15"	N37°13'54"E	71.28
C52	21.46	425.00	2°53'38"	N30°58'28"E	21.46
C53	21.98	392.50	3°12'29"	N27°55'25"E	21.97
C54	19.84	392.50	2°53'47"	N24°52'17"E	19.84
C55	17.73	25.00	40°37'37"	N03°06'35"E	17.36
C56	10.42	25.00	23°53'11"	N29°08'48"W	10.35
C57	62.10	60.00	59°18'06"	N11°26'21"W	59.37
C58	55.31	60.00	52°49'08"	N12°49'59"W	53.37
C59	54.02	60.00	51°35'15"	N39°22'13"E	52.22
C60	14.45	570.00	1°27'10"	N28°48'04"E	14.45
C61	67.19	570.00	6°45'16"	N24°41'51"E	67.16
C62	64.84	570.00	6°31'05"	N18°03'41"E	64.81
C63	8.09	25.00	18°32'04"	N55°53'48"E	8.05
C64	32.22	660.00	2°47'50"	N70°03'10"W	32.22
C65	55.90	660.00	4°51'10"	N66°13'40"W	55.88
C66	38.35	660.00	3°19'44"	N62°08'13"W	38.34
C67	10.13	25.00	23°12'23"	N35°01'35"E	10.06
C68	10.31	475.00	1°14'35"	N30°08'57"E	10.31
C69	72.60	475.00	8°45'25"	N35°08'57"E	72.53
C70	22.15	425.00	2°59'08"	N28°02'05"E	22.14
C71	59.29	425.00	7°59'36"	N22°32'43"E	59.24
C72	81.01	610.00	7°36'31"	N67°38'49"W	80.95
C73	35.88	610.00	3°22'13"	N62°09'27"W	35.88

LINE TABLE

LINE	BEARING	LENGTH
L1	N15°28'29"W	28.29'
L2	N74°31'39"E	21.21'
L3	N39°31'39"E	13.64'
L4	N74°31'39"E	21.21'
L5	N29°31'39"E	67.11'
L6	N29°31'39"E	12.11'
L7	N29°31'39"E	55.00'
L8	N15°28'21"W	21.21'
L9	N78°15'37"E	22.55'
L10	N15°28'21"W	21.21'
L11	N74°31'39"E	21.21'
L12	N19°59'28"W	21.58'
L13	N63°59'21"W	26.85'
L14	N29°31'39"E	67.11'
L15	N60°28'21"W	63.01'
L16	N75°25'28"E	20.88'
L17	N15°28'21"W	21.21'
L18	N74°31'31"E	28.28'
L19	N13°57'52"W	21.76'
L20	N39°31'39"E	27.58'
L21	N79°31'39"E	32.14'
L22	N15°28'21"W	21.21'
L23	N61°56'05"E	21.84'
L24	N71°27'05"W	24.13'
L25	N24°50'14"W	21.84'
L26	N74°31'39"E	21.21'
L27	N15°28'21"W	21.21'
L28	N72°46'09"E	21.85'
L29	N63°59'21"W	27.68'
L30	N18°03'41"E	20.47'
L31	N24°26'53"E	34.62'
L32	N24°26'53"E	15.36'
L33	N29°20'12"E	41.86'
L34	N29°20'12"E	13.14'
L35	N31°51'33"E	70.06'
L36	N31°51'33"E	23.83'
L37	N39°21'45"E	26.14'
L38	S39°21'45"W	40.93'
L39	N15°28'21"W	10.74'
L40	N13°57'52"W	9.05'
L41	N61°56'05"E	8.10'
L42	N54°20'35"W	17.92'

SITE DATA:

AREA OF THIS PLAT: 23.419 ACRES
17.539 ACRES SINGLE FAMILY
5.485 ACRES STREET AREA
0.395 ACRE RIGHT-OF-WAY DEDICATION
BLOCKS: 6
SINGLE FAMILY LOTS: 99

TOTALS BY COUNTY:

TRAVIS COUNTY - 72 LOTS AND 3,560 LINEAR FEET OF ROADWAY.
WILLIAMSON COUNTY - 27 LOTS AND 864 LINEAR FEET OF ROADWAY.

NEW STREETS:

	LENGTH	WIDTH	ACRES	DESIGN SPEED
CLAIRE JEAN PATH	770'	50'	1.264	30 MPH
CARRIES RANCH ROAD	761'	60'	1.048	30 MPH
AKBASH LANE	542'	50'	0.576	30 MPH
BROOKLYNN MELISSA DRIVE	714'	50'	0.854	30 MPH
KING'S CROSS ROAD	766'	50'	0.790	30 MPH
ORYX LANE	871'	50'	0.953	30 MPH
TOTAL	4,424'		5.485	

DATE: FEB. 22, 2018

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

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FINAL PLAT OF

PARK AT BLACKHAWK IV, PHASE 2

WILLIAMSON AND TRAVIS COUNTIES, TEXAS

THAT PART OF THE GEORGE GRIMES SURVEY, ABSTRACT NO. 306, IN TRAVIS COUNTY, TEXAS, AND THAT PART OF THE GEORGE GRIMES SURVEY, ABSTRACT NO. 883, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT 23.419 ACRE TRACT OF LAND CONVEYED TO PARK 63 LLC BY DEED RECORDED IN DOCUMENT NO. 2018172339 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (OPRTC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2"IRON ROD FOUND AT THE INTERSECTION OF THE SOUTH LINE OF ROWE LANE AND THE NORTHWEST LINE OF HODDE LANE, BEING ALSO AT THE NORTHEAST CORNER OF THAT 286.736 ACRE TRACT CONVEYED TO ROBERT M TIEMANN BY DEED RECORDED IN VOLUME 8338, PAGE 505 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (DRTC);

THENCE S29°31'22"W ALONG THE NORTHWEST LINE OF HODDE LANE, BEING ALSO THE SOUTHEAST LINE OF SAID 286.736 ACRE TRACT A DISTANCE OF 834.77 FEET TO A 1/2"IRON ROD SET AT THE NORTHEAST CORNER OF SAID 23.419 ACRE TRACT, BEING THE POINT OF BEGINNING;

THENCE S29°31'22"W (BEARING BASIS) CONTINUING ALONG SAID LINE, A DISTANCE OF 860.00 FEET TO A 1/2"IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID 23.419 ACRE TRACT, FROM WHICH A 1/2"IRON ROD FOUND AT A WESTERLY ANGLE POINT OF SAID HODDE LANE AND AN EASTERLY ANGLE POINT OF SAID 286.736 ACRE TRACT BEARS S29°31'22"W A DISTANCE OF 575.34 FEET, FROM WHICH THE SOUTHEAST CORNER OF THE GEORGE GRIMES SURVEY, ABSTRACT NO. 306 BEARS APPROXIMATELY S29°31'22"W A DISTANCE OF 698 FEET;

THENCE ALONG THE SOUTH LINE OF SAID 23.419 ACRE TRACT, ACROSS SAID 286.736 ACRE TRACT, AND ACROSS THAT 19.244 ACRE TRACT OF LAND CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN VOLUME 8198, PAGE 46 DRTC (BEING A PART OF A 195.98 ACRE TRACT OF LAND CONVEYED TO CARRIE PARKER (50.00% INTEREST) BY DEED RECORDED IN VOLUME 11261, PAGE 354 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (RPRTC)) THE FOLLOWING NINE COURSES:

1. N60°28'21"W A DISTANCE OF 731.46 FEET TO A 1/2"IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
2. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 20.49 FEET, HAVING A RADIUS OF 546.00 FEET, A CENTRAL ANGLE OF 02°09'01", AND A CHORD BEARING S34°34'54"W A DISTANCE OF 20.49 FEET TO A 1/2"IRON ROD SET;
3. N54°20'35"W A DISTANCE OF 195.28 FEET TO A 1/2"IRON ROD SET;
4. S39°21'45"W A DISTANCE OF 40.93 FEET TO A 1/2"IRON ROD SET;
5. S47°52'16"W A DISTANCE OF 67.62 FEET TO A 1/2"IRON ROD SET;
6. S57°16'57"W A DISTANCE OF 69.32 FEET TO A 1/2"IRON ROD SET;
7. S63°37'54"W A DISTANCE OF 59.25 FEET TO A 1/2"IRON ROD SET;
8. S83°28'28"W A DISTANCE OF 147.04 FEET TO A 1/2"IRON ROD SET;
9. N77°39'13"W A DISTANCE OF 68.34 FEET TO A 1/2"IRON ROD SET FOR THE SOUTHWEST CORNER OF SAID 23.419 ACRE TRACT, BEING ON THE EAST LINE OF A 17.537 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A BY DEED RECORDED IN DOCUMENT NO. 2018044279 OPRTC;

THENCE ALONG THE WEST LINE OF SAID 23.419 ACRE TRACT, BEING THE EAST LINE OF SAID 17.537 ACRE TRACT THE FOLLOWING TWELVE COURSES:

1. N24°40'18"E A DISTANCE OF 128.89 FEET TO A 1/2"IRON ROD SET;
2. N71°56'24"E A DISTANCE OF 36.03 FEET TO A 1/2"IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
3. NORTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 170.91 FEET, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 163°12'26", AND A CHORD BEARING N44°12'08"E A DISTANCE OF 118.71 FEET TO A 1/2"IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
4. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 5.45 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 12°29'49", AND A CHORD BEARING S60°26'34"E A DISTANCE OF 5.44 FEET TO A 1/2"IRON ROD SET;
5. N22°41'33"W A DISTANCE OF 110.27 FEET TO A 1/2"IRON ROD SET;
6. N55°27'43"E A DISTANCE OF 48.21 FEET TO A 1/2"IRON ROD SET;
7. N46°51'25"E A DISTANCE OF 50.62 FEET TO A 1/2"IRON ROD SET;
8. N37°20'12"E A DISTANCE OF 50.65 FEET TO A 1/2"IRON ROD SET;
9. N29°58'51"E A DISTANCE OF 53.89 FEET TO A 1/2"IRON ROD SET;
10. N28°01'29"E A DISTANCE OF 55.02 FEET TO A 1/2"IRON ROD SET;
11. N18°04'24"E A DISTANCE OF 275.85 FEET TO A 1/2"IRON ROD SET;
12. N03°45'41"E A DISTANCE OF 58.41 FEET TO A 1/2"IRON ROD SET FOR THE NORTHWEST CORNER OF SAID 23.419 ACRE TRACT, BEING THE SOUTHWEST CORNER OF THAT 5.238 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A BY DEED RECORDED IN DOCUMENT NO. 2018044279 OPRTC;

THENCE ALONG THE NORTH LINE OF SAID 23.419 ACRE TRACT, ALONG THE SOUTH LINE OF SAID 5.238 ACRE TRACT, ALONG THE SOUTH LINE OF THE REMAINDER OF A 39.177 ACRE TRACT OF LAND CONVEYED TO ROWE LANE DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2018034533 OPRTC, AND ALONG THE SOUTH LINE OF A 13.074 ACRE TRACT OF LAND CONVEYED TO PARK 63 LLC BY DEED RECORDED IN DOCUMENT NO. 2018007673 OPRTC THE FOLLOWING FIFTEEN COURSES:

1. S66°34'37"E A DISTANCE OF 129.54 FEET TO A 1/2"IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
2. EASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 128.33 FEET, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 122°32'45", AND A CHORD BEARING N79°29'05"E A DISTANCE OF 105.23 FEET TO A 1/2"IRON ROD SET;
3. N65°41'49"E A DISTANCE OF 16.16 FEET TO A 1/2"IRON ROD SET;
4. S66°34'37"E A DISTANCE OF 144.85 FEET TO A 1/2"IRON ROD SET;
5. N18°03'41"E A DISTANCE OF 30.69 FEET TO A 1/2"IRON ROD SET;
6. S75°11'51"E A DISTANCE OF 120.00 FEET TO A 1/2"IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
7. SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 24.74 FEET, HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 02°29'13", AND A CHORD BEARING S16°02'45"W A DISTANCE OF 24.74 FEET TO A 1/2"IRON ROD SET;
8. S72°42'39"E A DISTANCE OF 180.98 FEET TO A 1/2"IRON ROD SET;
9. N14°23'48"E A DISTANCE OF 28.41 FEET TO A 1/2"IRON ROD SET;
10. S71°27'05"E A DISTANCE OF 239.40 FEET TO A 1/2"IRON ROD SET;
11. N84°24'27"E A DISTANCE OF 79.08 FEET TO A 1/2"IRON ROD SET;
12. S26°11'55"W A DISTANCE OF 38.32 FEET TO A 1/2"IRON ROD SET;
13. S60°28'21"E A DISTANCE OF 141.58 FEET TO A 1/2"IRON ROD SET;
14. S66°10'59"E A DISTANCE OF 50.25 FEET TO A 1/2"IRON ROD SET;
15. S60°28'21"E A DISTANCE OF 140.07 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 23.419 ACRES, MORE OR LESS.
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.
ALL BEARINGS ARE BASED ON THE NORTHWEST LINE OF HODDE LANE, CALLED AS S29°31'22"W IN THE DEED RECORDED IN DOCUMENT NO. 2018172339 OPRTC.

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN DATED AUGUST 30, 2018, RECORDED AS DOCUMENT No. 2018138900 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE

BY: _____

PRINTED NAME: Nick Fuhrman

TITLE: Senior Vice President

STATE OF TEXAS

COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Nick Fuhrman, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 18 DAY OF March, 2019 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernández

MY COMMISSION EXPIRES: 6-2-2020

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2020
Notary ID 126285198

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

THAT PARK 63 LLC, BEING THE OWNER OF 23.419 ACRES OF LAND OUT OF THE GEORGE GRIMES SURVEY, ABSTRACT NO. 306, IN TRAVIS COUNTY, TEXAS AND OUT OF THE GEORGE GRIMES SURVEY, ABSTRACT NO. 883, IN WILLIAMSON COUNTY, TEXAS, SAME BEING CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2018172339 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 23.419 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT TO BE KNOWN AS PARK AT BLACKHAWK IV, PHASE 2, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE 15th DAY OF March, 2019 A.D.

PARK 63, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: _____
MATTHEW R. TIEMANN, VICE PRESIDENT
4421 ROWE LANE
PFLUGERVILLE, TEXAS 78660

STATE OF TEXAS

COUNTY OF Williamson

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 15th DAY OF March 2019 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

AMY LITTLE
Notary Public, State of Texas
Notary ID# 13073626-6
My Commission Expires
JULY 19, 2020

PRINTED NAME: Amy Little

MY COMMISSION EXPIRES: July 19, 2020

IN APPROVING THIS PLAT, THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S)' OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS' COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS

COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____ A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY COURT, THIS THE _____ DAY OF _____, 20____ A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

_____
DEPUTY

STATE OF TEXAS

COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D. AT _____ O'CLOCK ____.M. AND DULY RECORDED ON THE _____ DAY OF _____, 20____ A.D. AT ____ O'CLOCK ____.M., OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ____ DAY OF _____, 20____ A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

_____
DEPUTY

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN DATED OCTOBER 31, 2018, RECORDED AS DOCUMENT No. 2018172340 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

ROWE LANE DEVELOPMENT, LTD.

BY: _____

PRINTED NAME: MATTHEW R. TIEMANN

TITLE: VICE PRESIDENT

STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME ON THIS DAY PERSONALLY APPEARED Matthew R. Tiemann, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15th DAY OF March, 2019 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

AMY LITTLE
Notary Public, State of Texas
Notary ID# 13073626-6
My Commission Expires
JULY 19, 2020

PRINTED NAME: Amy Little

MY COMMISSION EXPIRES: July 19, 2020

APPROVED THIS 16 DAY OF May, 2019, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: _____
CESAR RUIZ, VICE CHAIR

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

BY: _____
EMILY BARRON, AICP, PLANNING DIRECTOR

ATTEST: _____
KAREN THOMPSON, CITY SECRETARY

CITY OF PFLUGERVILLE STATE OF TEXAS

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

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

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

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

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

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: FEB. 22, 2018

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

Commissioners Court - Regular Session **55.**

Meeting Date: 05/19/2020

Preliminary plat for The Range at Walburg 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 Range at Walburg subdivision – Precinct 3.

Background

This proposed subdivision consists of 167 lots and approximately 21,725 feet of new public roads.

Timeline

2019-11-19 – initial submittal of the preliminary plat
2019-12-19 – 1st review complete with comments
2019-12-28 – 2nd submittal of the preliminary plat
2020-01-14 – 2nd review complete with comments
2020-01-18 – 3rd submittal of the preliminary plat
2020-01-31 – 3rd review complete with comments
2020-02-03 – 4th submittal of the preliminary plat
2020-02-17 – 4th review complete with comments
2020-04-25 – 5th submittal of the preliminary plat
2020-05-08 – 5th review complete with comments
2020-05-10 – 6th submittal of the preliminary plat
2020-05-13 – 6th review complete with all comments cleared
2020-05-14 – preliminary plat placed on the May 19, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Range at Walburg

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 11:57 AM
Form Started By: Adam Boatright		Started On: 05/14/2020 10:24 AM

Final Approval Date: 05/14/2020

PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WI_039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ----
FILE NAME: COVER SHEET.dwg

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRLIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)

THE RANGE AT WALBURG

A RESIDENTIAL SUBDIVISION

WILLIAMSON COUNTY, TX

ORIGINAL APPLICATION: NOVEMBER 19, 2019

OWNER: T J BRADSHAW CONSTRUCTION LTD
CONTACT: TROY BRADSHAW
E: TROY.E.BRADSHAW@GMAIL.COM

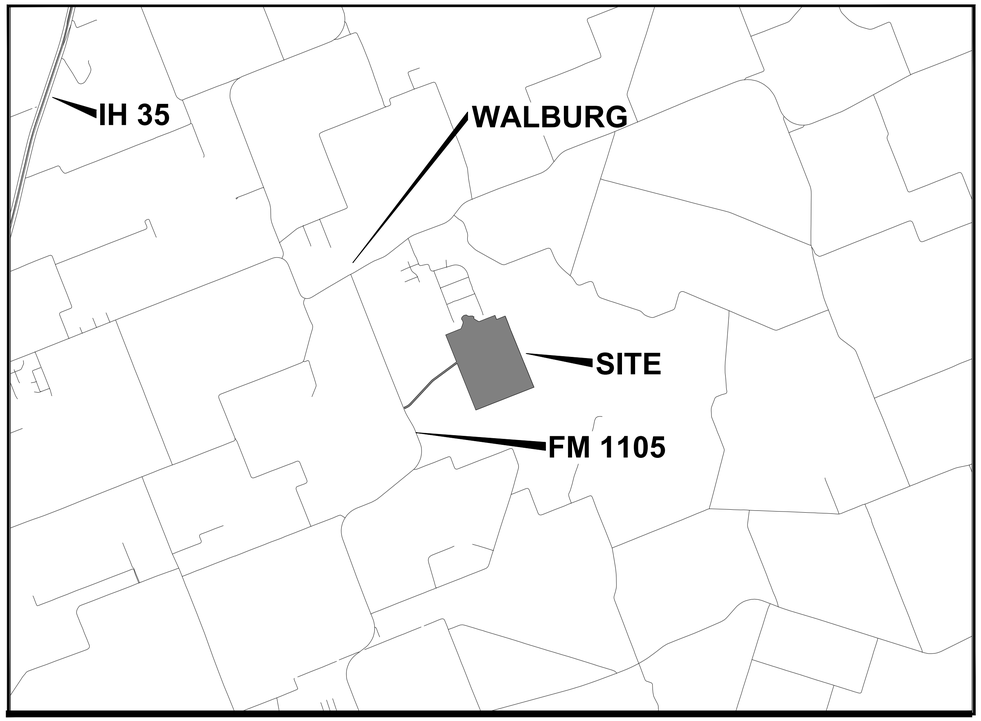
ENGINEER: TCG ENGINEERING
CONTACT: GARRETT NORDYKE
M: (254) 228-9767

SURVEYOR: QUICK INC.
TRAVIS QUICK
0: (512) 915-4950

WILLIAMSON COUNTY:
CONTACT: ROAD AND BRIDGE
O: (512) 943-3330

ONCOR ELECTRIC
CONTACT: TBD
M: TBD

DATA COMMUNICATION
CONTACT: TBD
M: TBD



SHEET	DESCRIPTION:
C001	PROJECT BOUNDARY
C002- C004	PRELIMINARY PLAT
C005	TOPO / WATERSHED - REGION
C006	TOPO / WATERSHED - SITE
C007	HYDROLOGY - EXISTING
C008	HYDROLOGY - PROPOSED
C009	PHASE MATERPLAN
C010	WATER MASTERPLAN
C011	DRAINAGE MASTERPLAN
C012	MOBILITY MASTERPLAN

MAY 10, 2020

TCG ENGINEERING
T.B.P.E. Registration No. 17652

OWNER: T J BRADSHAW CONSTRUCTION, LTD.
DEVELOPER: T J BRADSHAW CONSTRUCTION, LTD.
PROP IDs: R039902 & 3, R039907, R039955, R473935
SCHOOL: GEORGETOWN ISD
FEMA FIRM MAP: 48491C0325E (EFF SEPT. 26 2008)
WTR CCN: 10970 JONAH WATER SUD
SS CCN: NO CCN FOR SUBJECT SITE
ELECTRIC: ONCOR & BARTLETT
CABLE: TBD
PHONE: TBD

APPLICATION DATES:

NOV 19, 2019 ----- PRELIMINARY PLAT APPLICATION SUBMITTED

DEC 2019 - APR 2020 ----- REVIEW COMMENTS REVIEWED AND ADDRESSED

APR 25, 2020 ----- MODIFIED PRELIMINARY PLAT RESUBMITTED TO WILLIAMSON COUNTY

Texas 811 Know what's below. Call before you dig.

GENERAL NOTES:

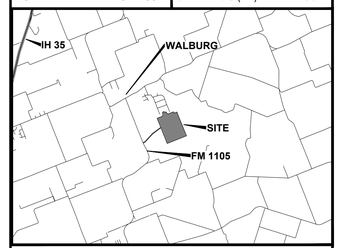
1) FACILITIES SHALL BE CONSTRUCTED PER WILCO AND UTILITY PROVIDER GUIDELINES
2) ADJOINING PROPERTY LINES ARE APPROXIMATE
3) CONTRACTOR SHALL DETERMINE ACTUAL LOCATION OF ALL EXISTING INFRASTRUCTURE
4) FACILITY ALIGNMENTS, PROFILES, AND SIZES ARE BASED ON PRELIMIINARY ENGINEERING DESIGN
-
-

EL BM: TBD

NAD83 CENTRAL TEXAS FOOT
CAF=0.99985725

DESCRIPTION	ACRES
SF LOTS	200.315
MULTI-FAMILY	0
HOA	25.604
ROW	34.546
DRAINAGE	0
OPEN	0
DEDICATION	0
TOTAL	**262.465**

DESCRIPTION	QTY
TOAL LOTS	167
1 ACRE LOTS	167
0.5 ACRE LOTS	0
100' LOTS	0
80' LOTS	0
SANITARY (FT)	TBD
WATER (FT)	N/A
DRAINAGE (FT)	TBD



GARRETT D. NORDYKE, PE
16 EAST AVE. A
SUITE 203A
TEMPLE, TX 76501
254-228-9767
512-710-7106

TCG ENGINEERING

STATE OF TEXAS
GARRETT D. NORDYKE
100345
LICENSED
PROFESSIONAL ENGINEER
TCG ENGINEERING
F-17652

Garrett Nordyke, P.E.
05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
COVER SHEET

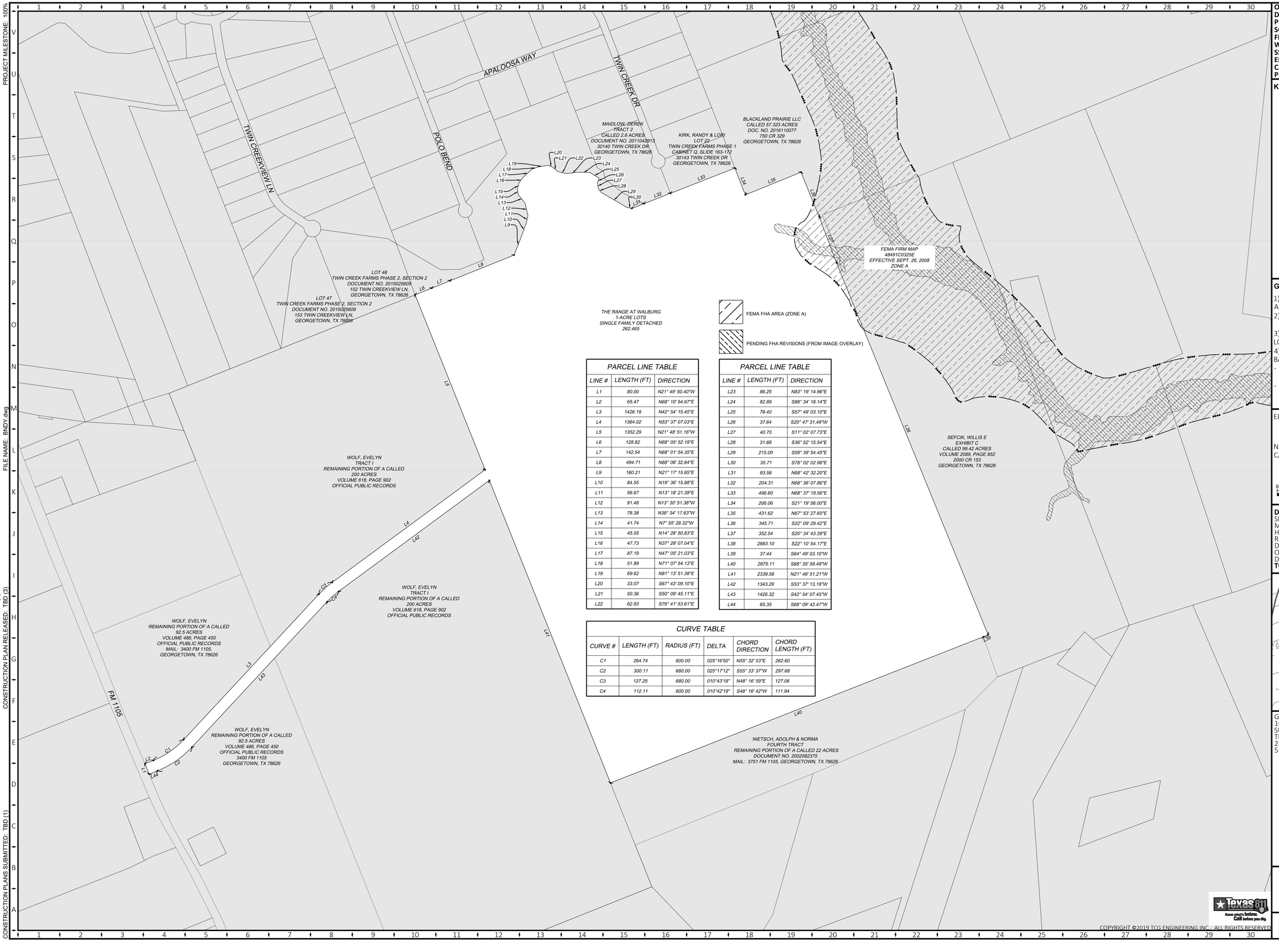
SHEET SIZE:	PRINT DATE:	
24" X 36"	5/10/20	

PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WI_039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ----
FILE NAME: BNDY.dwg

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRLIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)



PARCEL LINE TABLE		
LINE #	LENGTH (FT)	DIRECTION
L1	80.00	N21° 49' 50.40"W
L2	65.47	N68° 10' 54.67"E
L3	1426.19	N42° 54' 15.45"E
L4	1364.02	N53° 37' 07.03"E
L5	1352.29	N21° 48' 51.16"W
L6	128.82	N68° 05' 52.19"E
L7	142.54	N68° 01' 54.35"E
L8	494.71	N68° 06' 32.84"E
L9	160.21	N21° 17' 15.85"E
L10	84.55	N19° 36' 15.88"E
L11	56.67	N13° 18' 21.39"E
L12	91.48	N13° 30' 51.38"W
L13	78.38	N38° 34' 17.63"W
L14	41.74	N7° 55' 28.32"W
L15	45.55	N14° 28' 50.83"E
L16	47.73	N37° 28' 07.04"E
L17	87.19	N47° 05' 21.03"E
L18	51.89	N71° 07' 54.13"E
L19	69.62	N81° 13' 51.38"E
L20	33.07	S67° 43' 09.10"E
L21	50.36	S50° 09' 45.11"E
L22	62.93	S76° 41' 53.61"E

PARCEL LINE TABLE		
LINE #	LENGTH (FT)	DIRECTION
L23	86.25	N83° 19' 14.96"E
L24	82.89	S88° 34' 18.14"E
L25	78.40	S57° 49' 03.10"E
L26	37.64	S20° 47' 31.49"W
L27	40.70	S11° 02' 07.73"E
L28	31.68	S36° 52' 15.54"E
L29	215.00	S59° 39' 54.45"E
L30	35.71	S78° 02' 02.98"E
L31	93.58	N68° 42' 32.20"E
L32	204.31	N68° 36' 07.86"E
L33	496.60	N68° 37' 19.56"E
L34	206.06	S21° 19' 56.00"E
L35	431.62	N67° 53' 27.60"E
L36	345.71	S22° 09' 29.42"E
L37	352.54	S20° 34' 43.39"E
L38	2883.10	S22° 10' 54.17"E
L39	37.44	S64° 49' 03.10"W
L40	2875.11	S68° 35' 59.49"W
L41	2339.56	N21° 48' 51.21"W
L42	1343.29	S53° 37' 13.19"W
L43	1426.32	S42° 54' 07.45"W
L44	65.35	S68° 09' 42.47"W

CURVE TABLE					
CURVE #	LENGTH (FT)	RADIUS (FT)	DELTA	CHORD DIRECTION	CHORD LENGTH (FT)
C1	264.74	600.00	025°16'50"	N55° 32' 53"E	262.60
C2	300.11	680.00	025°17'12"	S55° 33' 37"W	297.68
C3	127.25	680.00	010°43'18"	N48° 16' 59"E	127.06
C4	112.11	600.00	010°42'19"	S48° 16' 42"W	111.94

OWNER: T J BRADSHAW CONSTRUCTION, LTD.
DEVELOPER: T J BRADSHAW CONSTRUCTION, LTD.
PROP IDs: R039902 & 3, R039907, R039955, R473935
SCHOOL: GEORGETOWN ISD
FEMA FIRM MAP: 48491C0325E (EFF SEPT. 26 2008)
WTR CCN: 10970 JONAH WATER SUD
SS CCN: NO CCN FOR SUBJECT SITE
ELECTRIC: ONCOR & BARTLETT
CABLE: TBD
PHONE: TBD

KEY NOTES:

GENERAL NOTES:

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2) ADJOINING PROPERTY LINES ARE APPROXIMATE

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EL BM: TBD

NAD83 CENTRAL TEXAS FOOT
CAF=0.99985725

0 300' 600'

DESCRIPTION	ACRES
SF LOTS	200.315
MULTI-FAMILY	0
HOA	25.604
ROW	34.546
DRAINAGE	0
OPEN	0
DEDICATION	0
TOTAL	**262.465**

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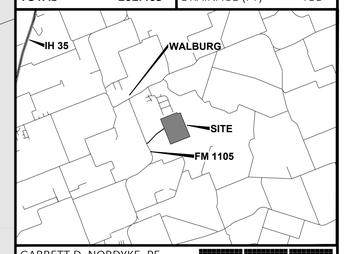
100' LOTS	0
80' LOTS	0
SANITARY (FT)	TBD
WATER (FT)	N/A
DRAINAGE (FT)	TBD



GARRETT D. NORDYKE, PE
16 EAST AVE, A
SUITE 203A
TEMPLE, TX 76501
254-228-9767
512-710-7106

TCG ENGINEERING

STATE OF TEXAS
GARRETT D. NORDYKE
100345
LICENSED
PROFESSIONAL ENGINEER
TCG ENGINEERING
F-17852

Garrett Nordyke, P.E.
05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
BOUNDARY

SHEET SIZE:	PRINT DATE:	
24" X 36"	5/10/20	C001

Texas 811 Know what's below. Call before you dig.

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PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WI_039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ----
FILE NAME: PLAT.dwg

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRLIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)

CURVE TABLE		
C#	L (FT)	R (FT)
C1	300.11	680.00
C2	264.74	600.00
C3	112.11	600.00
C4	127.25	680.00
C5	266.68	4918.00
C6	297.50	5038.00
C7	290.57	4918.00
C8	290.40	5038.00
C12	294.72	4918.00
C13	294.65	5038.00
C14	289.36	4918.00
C15	274.98	5038.00
C16	293.26	4918.00
C17	307.02	5038.00
C18	263.23	4918.00
C19	257.18	5038.00
C20	338.09	4918.00
C21	361.62	5038.00
C22	288.99	4918.00
C23	676.52	5038.00
C24	259.12	4918.00
C25	147.13	4918.00
C26	31.42	20.00
C27	28.60	35.00
C28	90.39	60.00
C29	101.93	60.00
C30	28.60	35.00
C31	142.38	1030.00
C32	127.49	1030.00
C33	185.63	1030.00
C34	27.45	35.00
C35	62.55	60.00
C36	64.16	60.00

CURVE TABLE		
C#	L (FT)	R (FT)
C37	51.80	60.00
C38	108.00	60.00
C39	29.88	35.00
C40	278.48	970.00
C41	142.44	970.00
C42	152.68	970.00
C43	131.98	1030.00
C44	178.20	1030.00
C45	228.22	970.00
C46	127.00	1030.00
C47	124.30	970.00
C48	99.27	1030.00
C49	90.09	640.00
C50	95.92	640.00
C51	78.95	640.00
C52	68.37	640.00
C53	119.77	1030.00
C54	110.76	1030.00
C55	99.48	1030.00
C56	92.79	1030.00
C57	58.70	1030.00
C58	201.53	970.00
C59	163.92	970.00
C60	88.80	970.00
C61	28.60	35.00
C62	49.04	60.00
C63	84.02	60.00
C64	54.57	60.00
C65	98.94	60.00
C66	28.60	35.00
C67	28.60	35.00
C68	96.16	60.00
C69	47.12	60.00

CURVE TABLE		
C#	L (FT)	R (FT)
C70	65.05	60.00
C71	69.43	60.00
C72	8.81	60.00
C73	28.60	35.00
C74	31.27	20.00
C75	28.60	35.00
C76	83.93	60.00
C77	58.92	60.00
C78	49.04	60.00
C79	28.60	35.00
C80	28.60	35.00
C81	98.07	60.00
C82	28.60	35.00
C83	28.60	35.00
C84	98.07	60.00
C85	28.60	35.00
C86	28.60	35.00
C87	60.70	60.00
C88	46.64	60.00
C89	50.90	60.00
C90	42.39	60.00
C91	58.38	60.00
C92	27.55	60.00
C93	28.60	35.00
C94	27.76	35.00
C95	27.21	60.00
C96	65.00	60.00
C97	61.97	60.00
C98	55.16	60.00
C99	77.19	60.00
C100	29.87	35.00
C101	28.60	35.00
C102	8.36	60.00

CURVE TABLE		
C#	L (FT)	R (FT)
C103	96.31	60.00
C104	72.84	60.00
C105	78.52	60.00
C106	30.53	60.00
C107	28.60	35.00
C108	54.51	480.00
C109	102.02	420.00
C110	122.77	480.00
C111	230.54	420.00
C112	97.65	480.00
C113	105.14	480.00
C114	111.53	480.00
C115	133.25	480.00
C116	332.56	420.00
C117	134.47	480.00
C118	0.82	480.00
C119	125.09	1030.00
C120	279.10	970.00
C121	126.58	1030.00
C122	113.47	1030.00
C123	255.98	970.00
C124	110.59	1030.00
C125	110.71	1030.00
C126	157.23	970.00
C127	157.16	1030.00
C128	65.85	330.00
C129	124.27	268.36
C130	98.56	330.00
C131	75.64	268.36
C132	84.17	330.00
C133	58.23	480.00
C134	57.68	420.00
C135	95.90	480.00

CURVE TABLE		
C#	L (FT)	R (FT)
C136	96.12	480.00
C137	272.19	420.00
C138	126.75	480.00
C139	109.16	480.00
C140	95.41	480.00
C141	288.27	420.00
C142	104.95	480.00
C143	67.47	480.00
C144	41.60	420.00
C145	110.92	480.00
C146	161.46	420.00
C147	94.19	480.00
C148	168.41	420.00
C149	91.94	480.00
C150	68.46	480.00
C151	166.16	175.00
C152	171.94	740.00
C153	205.43	740.00
C154	204.21	740.00
C200	11.48	480.00

OWNER: T J BRADSHAW CONSTRUCTION, LTD.; PO BOX 466 JARRELL, TX 76527; 254-289-0241; Troy Bradshaw; troy.e.bradshaw@gmail.com

ENGINEER (AGENT): TCG ENGINEERING, INC.; 16 E AVE A. SUITE 203A TEMPLE, TX 76501; 254-228-9768; Garrett Nordyke, P.E.; garrett.nordyke@thecivilgroup.com

SURVEYOR: QUICK, INC. LAND SURVEYING; 1430 N. ROBERTSON ROAD SALADO, TX 76571; 512-915-4950; Travis Quicksall; tquicksall@quick-inc.net

PRELIMINARY PLAT NOTES:

1. THIS PRELIMINARY PLAT IS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATIONS (ADOPTED AND EFFECTIVE AS OF JANUARY 18, 2018) AND WILLIAMSON COUNTY'S PLAT REVIEW CHECKLIST DOWNLOADED FROM WILCO.ORG ON 11/16/2019.
2. THE ENTIRE SUBJECT SITE IS LOCATED WITHIN WILLIAMSON COUNTY. NO PART OF THE SUBJECT SITE IS LOCATED WITHIN A CITY'S CORPORATE LIMITS OR ETJ.
3. ALL DIMENSIONS SHOWN ARE NAD83-CENTRAL-TX-FT. THE TXDOT COMBINED ADJUSTMENT FACTOR (CAF) FOR THIS LOCATION AND ELEVATION IS 0.99985725 (GRID DIST = GROUND DIST X CAF).
4. DOMESTIC WATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY JONAH (CCN: 10970).
5. EACH LOT SHALL BE SERVED BY INDIVIDUAL ON-SITE SEPTIC FACILITIES (OSSF)
6. SETBACKS:
   - 6.1. SIDE YARD: FIFTEEN FEET FROM SIDE PROPERTY LINE
   - 6.2. FRONT YARD: FIFTY FEET FROM R.O.W.
7. TRACTS A, B, C, & D SHALL BE DRAINAGE EASEMENTS, OWNED BY A PROPOSED HOMEOWNERS' ASSOCIATION, AND UTILIZED FOR DRAINAGE AND RECREATIONAL PURPOSES.
8. ROADWAYS ARE PUBLIC. CROSS-SECTIONS ARE RURAL SUBDIVISION AS DESCRIBED BELOW:
   - 8.1. ARTERIAL - LRTP MAD4: 120FT R.O.W. / 2 X 24' TRAVELWAYS WITH CONCRETE CURBS / DITCHES WITH MAX 3:1 SLOPE / 45 MPH MINIMUM DESIGN SPEED
   - 8.2. COLLECTOR: 60' R.O.W. / 2 X 11' LANES / 2-4' PAVED SHOULDERS / 35 MPH MINIMUM DESIGN SPEED
   - 8.3. LOCAL: 60' R.O.W. / 20' TRAVEL WAY / 4' PAVED SHOULDERS OR 18" RIBBON CURBS ON BOTH SIDES / DITCHES / 25 MPH MINIMUM DESIGN SPEED
9. ALSOBROOK RD IS SHOWN IN THESE PLANS USING MAD4 SECTION CRITERIA FROM WILLIAMSON COUNTY'S LONG RANGE TRANSPORTATION PLAN. APPLICANT AND COUNTY INTEND TO PURSUE A COST-SHARING AGREEMENT TO CONSTRUCT ½ OF THE MAD4 CROSS-SECTION. IF AGREEMENT IS NOT EXECUTED, ALSOBROOK SHALL BE DESIGNED AND CONSTRUCTED AS A COLLECTOR (RURAL SUBDIVISION) OR LOCAL (RURAL SUBDIVISION) AS TRIP GENERATION DICTATE.
10. ADDITIONAL ROW NECESSARY FOR 120FT WIDTH IS RESPONSIBILITY OF WILLIAMSON COUNTY.
11. THREE COMMUNITY MAILBOXES SHALL BE PLACED. ONE ON EACH OF TRACT A, B, & D AS SHOWN.
12. DETENTION FACILITY SHOWN IN B6 TRACT A SHALL BE DESIGNED IN COORDINATION WITH CONSTRUCTION DOCUMENTS AND DRAINAGE STUDY. DETENTION FACILITY SHALL BE DESIGNED TO COMPLY WITH APPLICABLE DESIGN GUIDELINES.

BUILDING SETBACK

EASEMENT or OSSF SETBACK

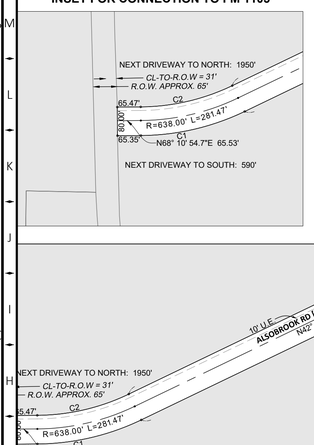
WATERCOURSE CENTERLINE

FEMA FHA AREA (ZONE A)

PENDING FHA REVISIONS (FROM IMAGE OVERLAY)

O.S.S.F 75 FT BUFFER

INSET FOR CONNECTION TO FM 1105



PARCEL TABLE	
#	ACRES
B1 L1	1.034
B1 L2	1.010
B1 L3	1.010
B1 L4	1.010
B1 L5	1.010
B1 L6	1.010
B1 L7	1.757
B1 L8	1.779
B1 L9	1.303
B1 L10	1.747
B1 L11	1.746
B1 L12	1.588
B1 L13	1.063
B1 L14	1.004
B1 L15	1.628
B1 L16	1.512
B1 L17	1.643
B1 L18	2.042
B1 L19	2.333
B1 L20	2.592

PARCEL TABLE	
#	ACRES
B1 L21	2.221
B1 L22	2.401
B1 L23	2.672
B1 L24	4.083
B1 L25	1.322
B1 L26	1.101
B1 L27	1.006
B1 L28	1.010
B1 L29	1.010
B1 L30	1.010
B1 L31	1.044
B1 L32	1.043
B1 L33	1.377
B1 TRACT C	2.167
B1 TRACT D	2.796
B2 L1	1.052
B2 L2	1.001
B2 L3	1.001
B2 L4	1.001
B2 L5	1.001

PARCEL TABLE	
#	ACRES
B2 L6	1.081
B2 L7	1.014
B2 L8	1.003
B2 L9	1.003
B2 L10	1.003
B2 L11	1.003
B2 L12	1.013
B3 L1	1.001
B3 L2	1.008
B3 L3	1.006
B3 L4	1.013
B3 L5	1.037
B3 L6	1.049
B3 L7	1.098
B3 L8	1.028
B3 L9	1.239
B3 L10	1.028
B3 L11	1.008
B3 L12	1.011
B4 L1	1.000

PARCEL TABLE	
#	ACRES
B4 L2	1.000
B4 L3	1.000
B4 L4	1.002
B4 L5	1.000
B4 L6	1.005
B4 L7	1.210
B4 L8	1.215
B4 L9	1.757
B4 L10	1.166
B4 L11	1.014
B4 L12	1.006
B4 L13	1.006
B5 L9	1.001
B5 L10	1.000
B5 L11	1.000
B5 L12	1.000
B5 L13	1.000
B6 L1	1.853
B6 L2	1.143
B6 L3	1.006
B6 L4	1.006

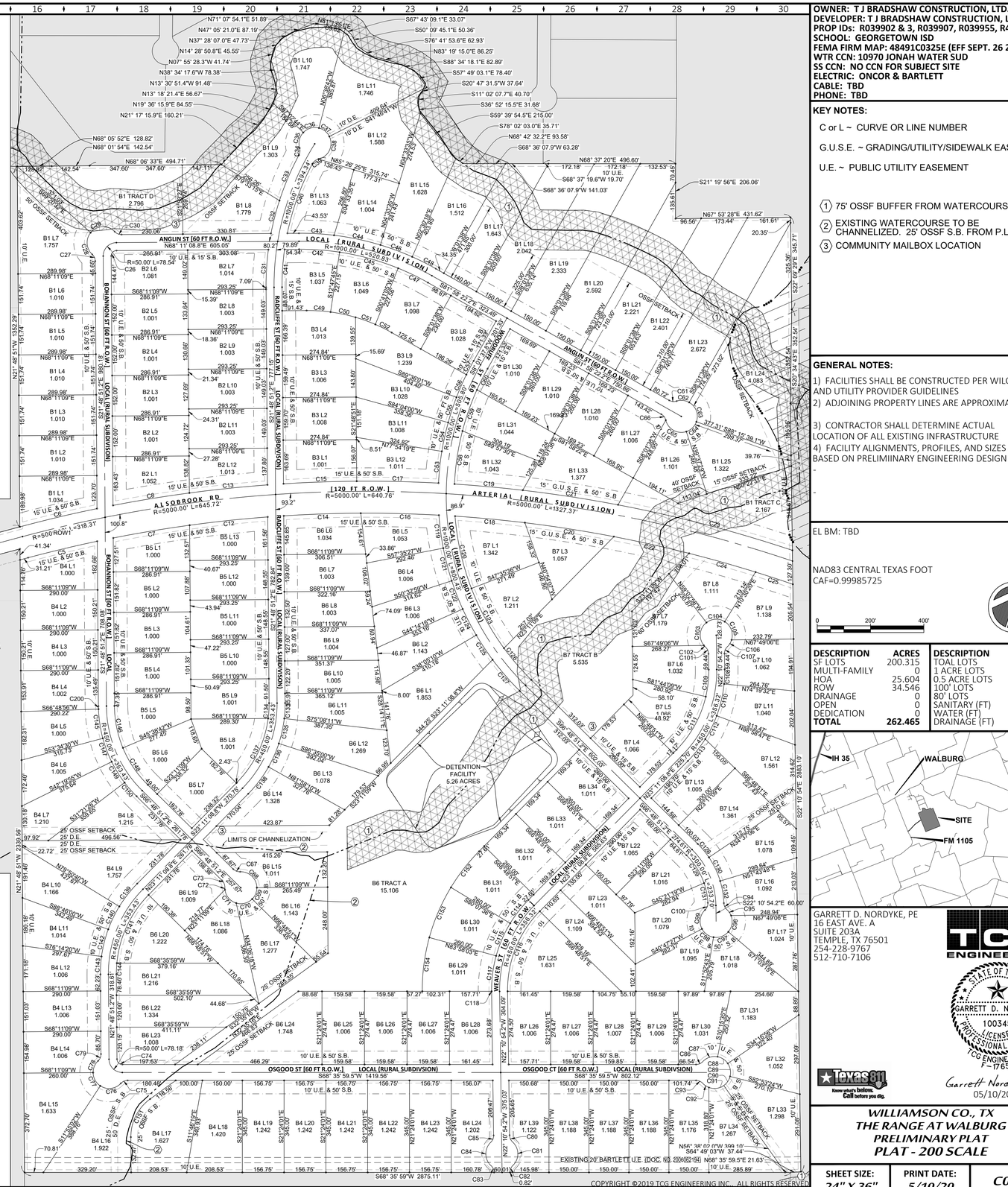
PARCEL TABLE	
#	ACRES
B4 L22	1.242
B4 L23	1.242
B4 L24	1.202
B5 L1	1.000
B5 L2	1.000
B5 L3	1.000
B5 L4	1.000
B5 L5	1.000
B5 L6	1.000
B5 L7	1.000
B5 L8	1.001
B5 L9	1.001
B5 L10	1.000
B5 L11	1.000
B5 L12	1.000
B5 L13	1.000
B6 L1	1.853
B6 L2	1.143
B6 L3	1.006
B6 L4	1.006

PARCEL TABLE	
#	ACRES
B6 L5	1.053
B6 L6	1.034
B6 L7	1.003
B6 L8	1.003
B6 L9	1.004
B6 L10	1.005
B6 L11	1.005
B6 L12	1.269
B6 L13	1.078
B6 L14	1.328
B6 L15	1.011
B6 L16	1.143
B6 L17	1.277
B6 L18	1.086
B6 L19	1.009
B6 L20	1.222
B6 L21	1.216
B6 L22	1.334
B6 L23	1.008
B6 L24	1.748

PARCEL TABLE	
#	ACRES
B6 L25	1.006
B6 L26	1.006
B6 L27	1.006
B6 L28	1.006
B6 L29	1.011
B6 L30	1.011
B6 L31	1.011
B6 L32	1.011
B6 L33	1.011
B6 L34	1.011
B6 TRACT A	15.106
B7 L1	1.342
B7 L2	1.211
B7 L3	1.057
B7 L4	1.066
B7 L5	1.066
B7 L6	1.032
B7 L7	1.179
B7 L9	1.138
B7 L10	1.062

PARCEL TABLE	
#	ACRES
B7 L11	1.040
B7 L12	1.561
B7 L13	1.005
B7 L14	1.361
B7 L15	1.078
B7 L16	1.092
B7 L20	1.079
B7 L21	1.016
B7 L22	1.065
B7 L23	1.011
B7 L24	1.109
B7 L25	1.631
B7 L26	1.006
B7 L27	1.006
B7 L28	1.007
B7 L29	1.006
B7 L30	1.031

PARCEL TABLE	
#	ACRES
B7 L31	1.183
B7 L32	1.052
B7 L33	1.298
B7 L34	1.267
B7 L35	1.176
B7 L36	1.188
B7 L37	1.188
B7 L38	1.188
B7 L39	1.122
B7 TRACT B	5.535

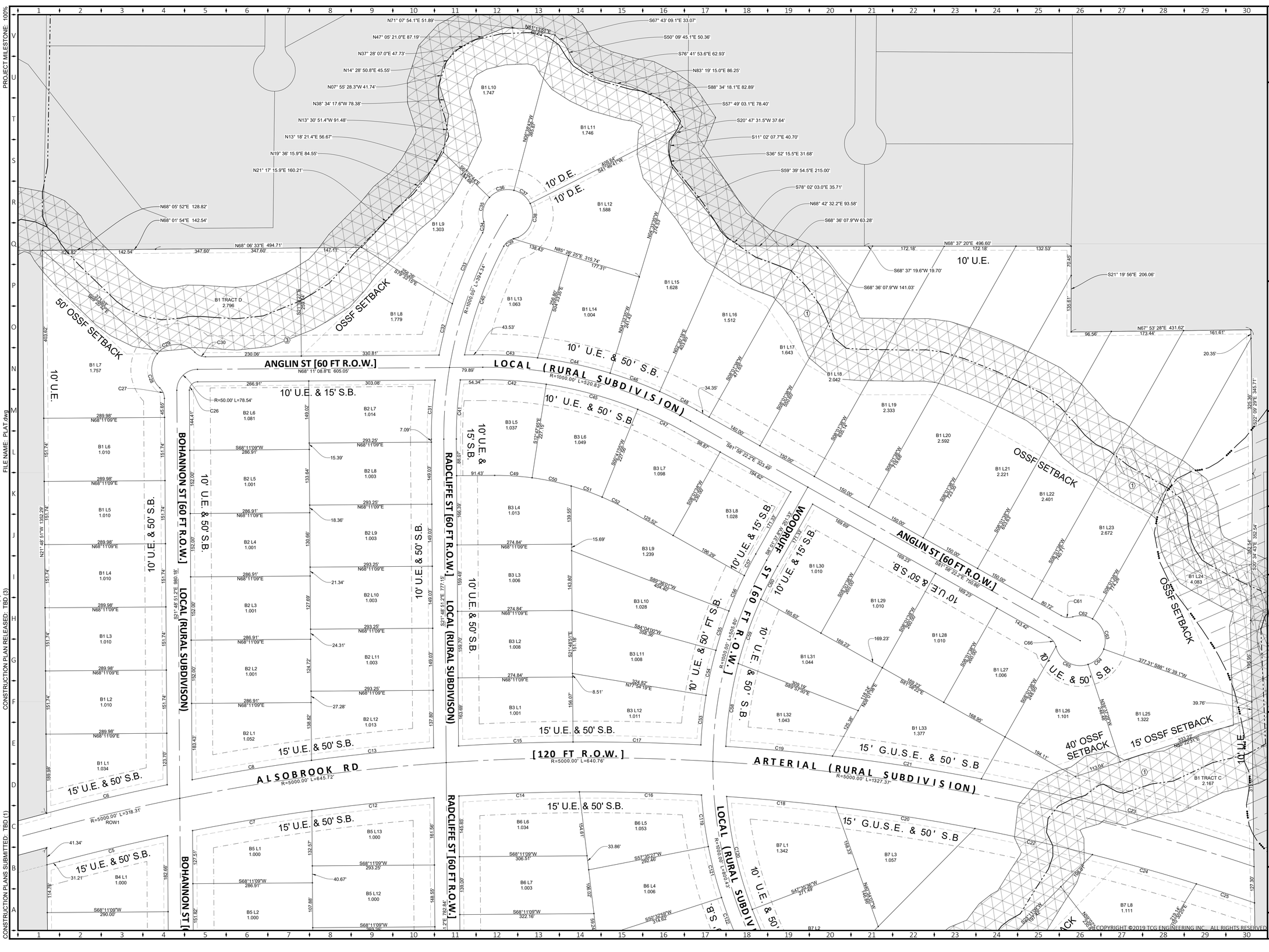

ALSOBROOK RD
R=5000.00' L=645.72'
[120 FT R.O.W.]
R=5000.00' L=640.76'
ARTERIAL (RURAL SUBDIVISION)
R=5000.00' L=1327.37'
ANGUN ST [60 FT R.O.W.]
LOCAL (RURAL SUBDIVISION)
R=100.00' L=522.83'
WEAVER ST [60 FT R.O.W.]
R=450.00' L=353.47'
OSGOOD ST [60 FT R.O.W.]
R=50.00' L=78.54'
R=50.00' L=78.18'
R=500 ROW1
R=2500.00' L=467.50'
DETENTION FACILITY 5.26 ACRES
LIMITS OF CHANNELIZATION
EXISTING 20' BARTLETT U.E. [DOC. NO. 2004052194]
25' OSSF SETBACK
OSSF SETBACK
10' U.E. & 50' S.B.
15' U.E. & 50' S.B.
15' G.U.S.E. & 50' S.B.
10' U.E.
25' D.E.
B1 TRACT C 2.167
B1 TRACT D 2.796
B6 TRACT A 15.106
N71° 07' 54.1"E 51.89'
N47° 05' 21.0"E 87.19'
N37° 28' 07.0"E 47.73'
N14° 28' 50.8"E 45.55'
N07° 55' 28.3"W 41.74'
N38° 34' 17.6"W 78.38'
N13° 30' 51.4"W 91.48'
N13° 18' 21.4"E 56.67'
N19° 36' 15.9"E 84.55'
N21° 17' 15.9"E 160.21'
N68° 05' 52"E 128.82'
N68° 01' 54"E 142.54'
N68° 06' 33"E 494.71'
S67° 43' 09.1"E 33.07'
S50° 09' 45.1"E 50.36'
S76° 41' 53.6"E 62.93'
N83° 19' 15.0"E 86.25'
S88° 34' 18.1"E 82.89'
S57° 49' 03.1"E 78.40'
S20° 47' 31.5"W 37.64'
S11° 02' 07.7"E 40.70'
S36° 52' 15.5"E 31.68'
S59° 39' 54.5"E 215.00'
S78° 02' 03.0"E 35.71'
N68° 42' 32.2"E 93.58'
S68° 36' 07.9"W 63.28'
N68° 37' 20"E 496.60'
S68° 37' 19.6"W 19.70'
S68° 36' 07.9"W 141.03'
S21° 19' 56"E 206.06'
N67° 53' 28"E 431.62'
N68° 11' 08.8"E 605.05'
S68° 11' 09"W
N68° 11' 09"E
N21° 48' 51"W 1352.29'
S21° 48' 51"E 1352.29'
N21° 48' 51"W 2339.56'
S22° 10' 54.2"E 2683.10'
S22° 10' 54"E 2683.10'
S22° 09' 24"E 345.71'
S21° 48' 51"E 1318.37'
N21° 48' 51"W 1318.37'
N21° 48' 51"W 1318.37'
S21° 48' 51"E 1318.37

PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WI_039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ----
FILE NAME: PLAT.dwg

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRLIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)



OWNER: T J BRADSHAW CONSTRUCTION, LTD.
DEVELOPER: T J BRADSHAW CONSTRUCTION, LTD.
PROP IDs: R039902 & 3, R039907, R039955, R473935
SCHOOL: GEORGETOWN ISD
FEMA FIRM MAP: 48491C0325E (EFF SEPT. 26 2008)
WTR CCN: 10970 JONAH WATER SUD
SS CCN: NO CCN FOR SUBJECT SITE
ELECTRIC: ONCOR & BARTLETT
CABLE: TBD
PHONE: TBD

KEY NOTES:

1. 75' OSSF BUFFER FROM WATERCOURSE
2. EXISTING WATERCOURSE TO BE CHANNELIZED. 25' OSSF S.B. FROM P.L.
3. COMMUNITY MAILBOX LOCATION

GENERAL NOTES:

1) FACILITIES SHALL BE CONSTRUCTED PER WILCO AND UTILITY PROVIDER GUIDELINES
2) ADJOINING PROPERTY LINES ARE APPROXIMATE

3) CONTRACTOR SHALL DETERMINE ACTUAL LOCATION OF ALL EXISTING INFRASTRUCTURE
4) FACILITY ALIGNMENTS, PROFILES, AND SIZES ARE BASED ON PRELIMIINARY ENGINEERING DESIGN

-

-

EL BM: TBD

NAD83 CENTRAL TEXAS FOOT
CAF=0.99985725

0 100' 200'

DESCRIPTION	ACRES
SF LOTS	200.315
MULTI-FAMILY	0
HOA	25.604
ROW	34.546
DRAINAGE	0
OPEN	0
DEDICATION	0
TOTAL	**262.465**

DESCRIPTION	QTY
TOAL LOTS	167
1 ACRE LOTS	167
0.5 ACRE LOTS	0
100' LOTS	0
80' LOTS	0
SANITARY (FT)	TBD
WATER (FT)	N/A
DRAINAGE (FT)	TBD

GARRETT D. NORDYKE, PE
16 EAST AVE. A
SUITE 203A
TEMPLE, TX 76501
254-228-9767
512-710-7106

TCG ENGINEERING

STATE OF TEXAS
GARRETT D. NORDYKE
100345
LICENSED PROFESSIONAL ENGINEER
TCG ENGINEERING
F-17652

Texas811 Know what's below. Call before you dig.

Garrett Nordyke, P.E.
05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
PRE PLAT - 100 SCALE (1 OF 2)

SHEET SIZE:	PRINT DATE:	
24" X 36"	5/10/20	C003

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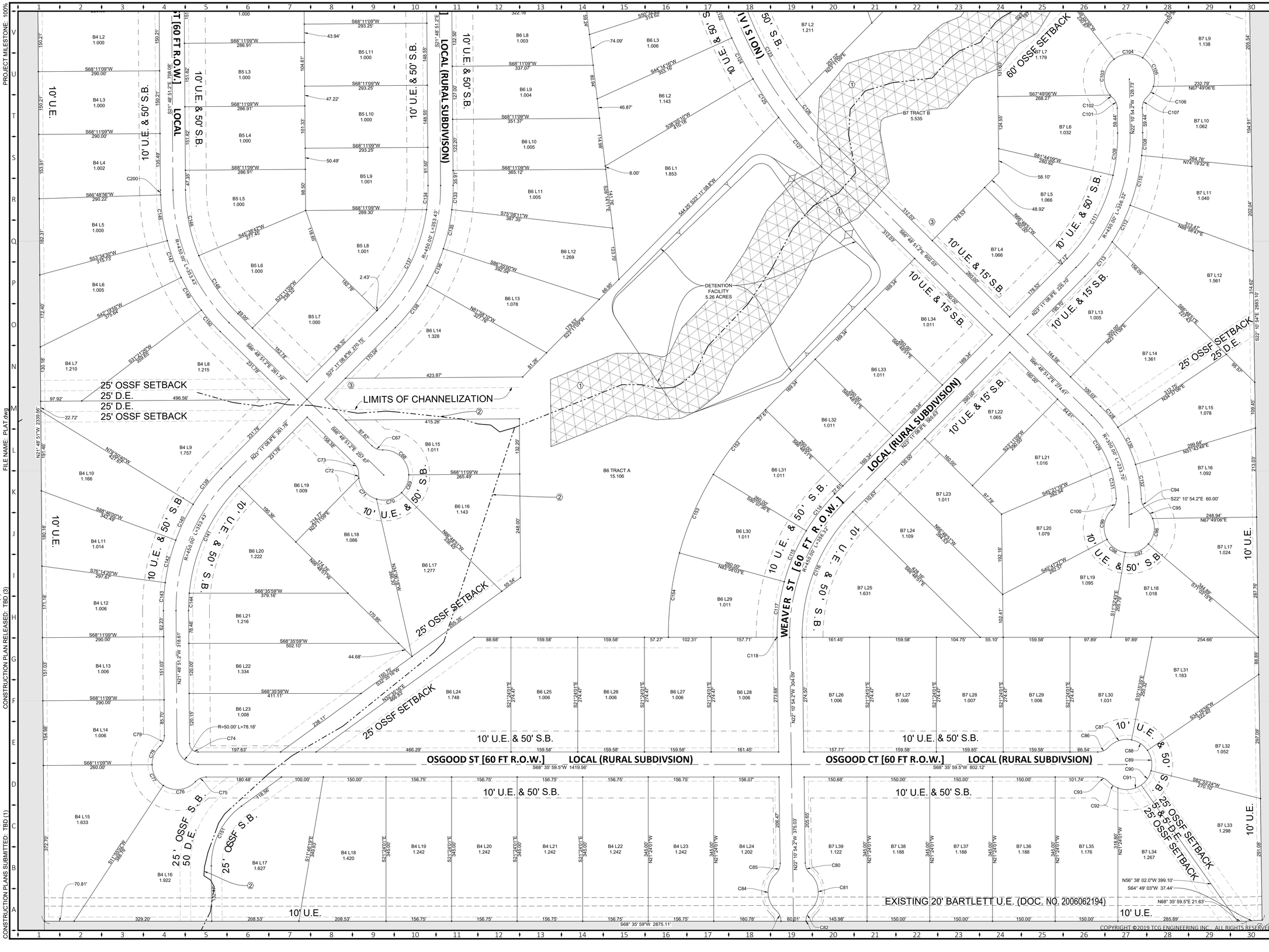
PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WI_039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ----
FILE NAME: PLAT.dwg

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRLIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)



OWNER: T J BRADSHAW CONSTRUCTION, LTD.
DEVELOPER: T J BRADSHAW CONSTRUCTION, LTD.
PROP IDs: R039902 & 3, R039907, R039955, R473935
SCHOOL: GEORGETOWN ISD
FEMA FIRM MAP: 48491C0325E (EFF SEPT. 26 2008)
WTR CCN: 10970 JONAH WATER SUD
SS CCN: NO CCN FOR SUBJECT SITE
ELECTRIC: ONCOR & BARTLETT
CABLE: TBD
PHONE: TBD

KEY NOTES:

1. 75' OSSF BUFFER FROM WATERCOURSE
2. EXISTING WATERCOURSE TO BE CHANNELIZED. 25' OSSF S.B. FROM P.L.
3. COMMUNITY MAILBOX LOCATION

GENERAL NOTES:

1) FACILITIES SHALL BE CONSTRUCTED PER WILCO AND UTILITY PROVIDER GUIDELINES
2) ADJOINING PROPERTY LINES ARE APPROXIMATE
3) CONTRACTOR SHALL DETERMINE ACTUAL LOCATION OF ALL EXISTING INFRASTRUCTURE
4) FACILITY ALIGNMENTS, PROFILES, AND SIZES ARE BASED ON PRELIMIINARY ENGINEERING DESIGN

-
-

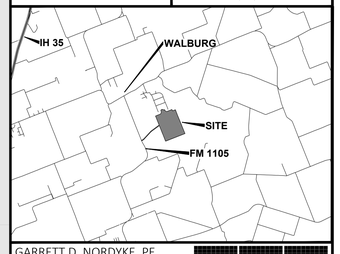
EL BM: TBD

NAD83 CENTRAL TEXAS FOOT
CAF=0.99985725

0 100' 200'

DESCRIPTION	ACRES
SF LOTS	200.315
MULTI-FAMILY	0
HOA	25.604
ROW	34.546
DRAINAGE	0
OPEN	0
DEDICATION	0
TOTAL	**262.465**

DESCRIPTION	QTY
TOAL LOTS	167
1 ACRE LOTS	167
0.5 ACRE LOTS	0
100' LOTS	0
80' LOTS	0
SANITARY (FT)	TBD
WATER (FT)	N/A
DRAINAGE (FT)	TBD



GARRETT D. NORDYKE, PE
16 EAST AVE. A
SUITE 203A
TEMPLE, TX 76501
254-228-9767
512-710-7106

TCG ENGINEERING

STATE OF TEXAS
GARRETT D. NORDYKE
100345
LICENSED
PROFESSIONAL ENGINEER
TCG ENGINEERING
F-17652

Texas811 Know what's below. Call before you dig.

Garrett Nordyke, P.E.
05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
PRE PLAT - 100 SCALE (2 OF 2)

SHEET SIZE:	PRINT DATE:	
24" X 36"	5/10/20	C004

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PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WI_039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ----
FILE NAME: HYDR_PRE_REGION.dwg

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRLIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)



OWNER: T J BRADSHAW CONSTRUCTION, LTD.
DEVELOPER: T J BRADSHAW CONSTRUCTION, LTD.
PROP IDs: R039902 & 3, R039907, R039955, R473935
SCHOOL: GEORGETOWN ISD
FEMA FIRM MAP: 48491C0325E (EFF SEPT. 26 2008)
WTR CCN: 10970 JONAH WATER SUD
SS CCN: NO CCN FOR SUBJECT SITE
ELECTRIC: ONCOR & BARTLETT
CABLE: TBD
PHONE: TBD

KEY NOTES:

CONTOURS DISPLAYED AT 5-FOOT INTERVALS

1. SUBJECT SITE RECEIVES STORM WATER DISCHARGE FROM OFF-SITE
2. OPOSSUM CREEK

GENERAL NOTES:

1) FACILITIES SHALL BE CONSTRUCTED PER WILCO AND UTILITY PROVIDER GUIDELINES
2) ADJOINING PROPERTY LINES ARE APPROXIMATE

3) CONTRACTOR SHALL DETERMINE ACTUAL LOCATION OF ALL EXISTING INFRASTRUCTURE
4) FACILITY ALIGNMENTS, PROFILES, AND SIZES ARE BASED ON PRELIMIINARY ENGINEERING DESIGN
-
-

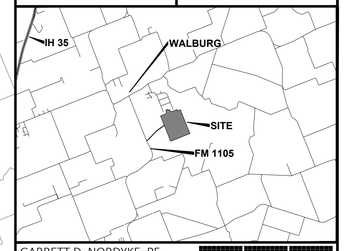
EL BM: TBD

NAD83 CENTRAL TEXAS FOOT
CAF=0.99985725

0 2000' 4000'

DESCRIPTION	ACRES
SF LOTS	200.315
MULTI-FAMILY	0
HOA	25.604
ROW	34.546
DRAINAGE	0
OPEN	0
DEDICATION	0
TOTAL	**262.465**

DESCRIPTION	QTY
TOAL LOTS	167
1 ACRE LOTS	167
0.5 ACRE LOTS	0
100' LOTS	0
80' LOTS	0
SANITARY (FT)	TBD
WATER (FT)	N/A
DRAINAGE (FT)	TBD



GARRETT D. NORDYKE, PE
16 EAST AVE. A
SUITE 203A
TEMPLE, TX 76501
254-228-9767
512-710-7106

TCG ENGINEERING

STATE OF TEXAS
GARRETT D. NORDYKE
100345
LICENSED PROFESSIONAL ENGINEER
TCG ENGINEERING F-17652

Garrett Nordyke, P.E.
05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
TOPO - EXIST - REGION

SHEET SIZE:	PRINT DATE:	
24" X 36"	5/10/20	C005

Texas811 Know what's below. Call before you dig.

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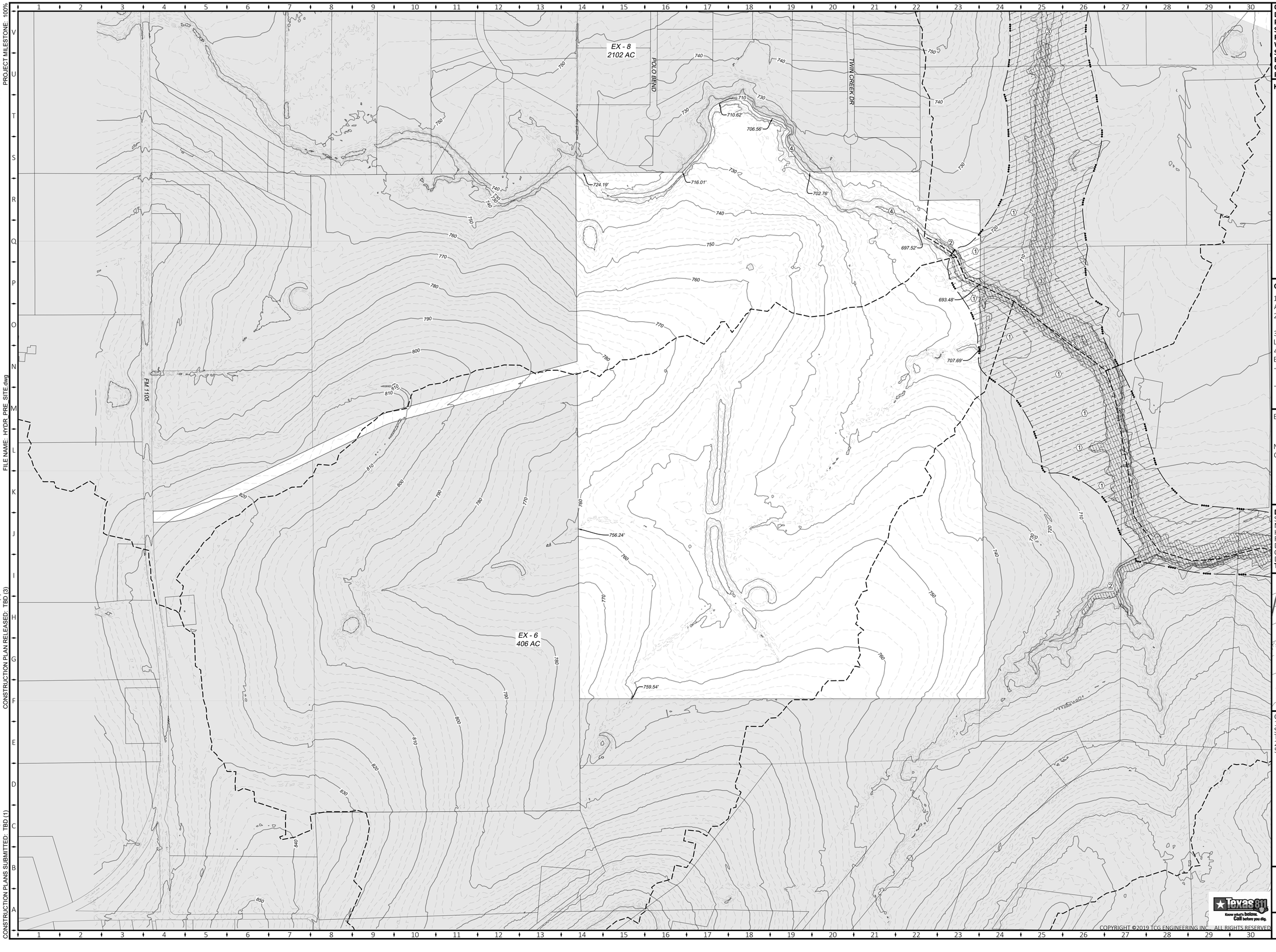
PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WI_039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ----
FILE NAME: HYDR PRE SITE.dwg

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRLIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)



OWNER: T J BRADSHAW CONSTRUCTION, LTD.
DEVELOPER: T J BRADSHAW CONSTRUCTION, LTD.
PROP IDs: R039902 & 3, R039907, R039955, R473935
SCHOOL: GEORGETOWN ISD
FEMA FIRM MAP: 48491C0325E (EFF SEPT. 26 2008)
WTR CCN: 10970 JONAH WATER SUD
SS CCN: NO CCN FOR SUBJECT SITE
ELECTRIC: ONCOR & BARTLETT
CABLE: TBD
PHONE: TBD

KEY NOTES:

1. PENDING FEMA FIRM REVISIONS SHOW REDUCTION IN FHA
2. PENDING FEMA FIRM REVISIONS SHOW INCREASE IN FHA
3. OPOSSUM CREEK
4. LITTLE OPOSSUM CREEK

FEMA FHA (ZONE A)

PENDING FHA REVISIONS

GENERAL NOTES:

1) FACILITIES SHALL BE CONSTRUCTED PER WILCO AND UTILITY PROVIDER GUIDELINES
2) ADJOINING PROPERTY LINES ARE APPROXIMATE

3) CONTRACTOR SHALL DETERMINE ACTUAL LOCATION OF ALL EXISTING INFRASTRUCTURE
4) FACILITY ALIGNMENTS, PROFILES, AND SIZES ARE BASED ON PRELIMIINARY ENGINEERING DESIGN

-

-

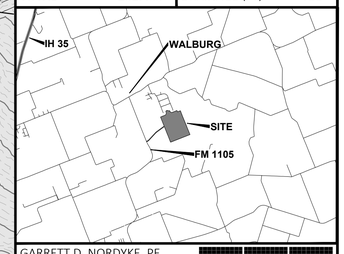
EL BM: TBD

NAD83 CENTRAL TEXAS FOOT
CAF=0.99985725

0 300' 600'

DESCRIPTION	ACRES
SF LOTS	200.315
MULTI-FAMILY	0
HOA	25.604
ROW	34.546
DRAINAGE	0
OPEN	0
DEDICATION	0
TOTAL	**262.465**

DESCRIPTION	QTY
TOAL LOTS	167
1 ACRE LOTS	167
0.5 ACRE LOTS	0
100' LOTS	0
80' LOTS	0
SANITARY (FT)	TBD
WATER (FT)	N/A
DRAINAGE (FT)	TBD



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TCG ENGINEERING

STATE OF TEXAS
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100345
LICENSED
PROFESSIONAL ENGINEER
TCG ENGINEERING
F-17652

Garrett Nordyke, P.E.
05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
TOPO - EXIST - SITE

SHEET SIZE:	PRINT DATE:	
24" X 36"	5/10/20	C006

Texas811 Know what's below. Call before you dig.

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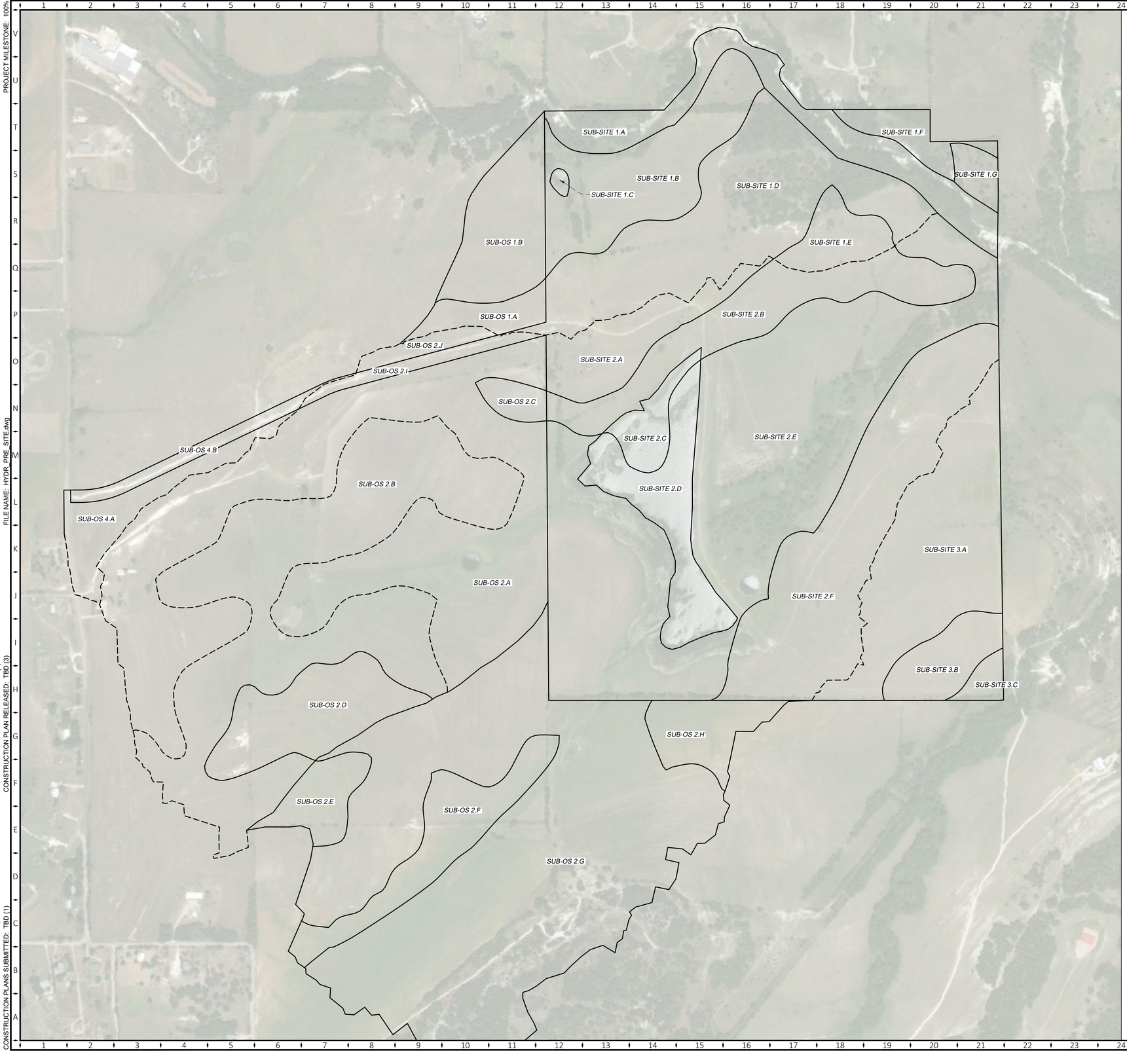
PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WI_039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ----
FILE NAME: HYDR PRE SITE.dwg

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRELIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)



SUB BASIN TABLE - EXISTING

SUB BASIN #	AREA	USE	HC	HSG	CN
SUB-OS 1.A	3.60	PASTURE - GRAZING CATTLE	FAIR	D	84
SUB-OS 1.B	11.68	PASTURE - GRAZING CATTLE	FIAR	C	79
SUB-OS 2.A	65.95	PASTURE - GRAZING CATTLE	FAIR	D	84
SUB-OS 2.C	2.14	PASTURE - GRAZING CATTLE	FAIR	C	79
SUB-OS 2.G	91.26	PASTURE - GRAZING CATTLE	FAIR	D	84
SUB-OS 2.I	2.63	DIRT - VEHICULAR ROAD	POOR	D	89
SUB-OS 2.J	2.13	PASTURE - GRAZING CATTLE	FAIR	D	84
SUB-OS 4.A	7.07	PASTURE - GRAZING CATTLE	FAIR	D	84
SUB-OS 4.B	3.11	DIRT - VEHICULAR ROAD	POOR	D	89
SUB-SITE 1.A	14.48	CREEK	FAIR	B	60
SUB-SITE 1.B	18.03	PASTURE - GRAZING CATTLE	FAIR	C	79
SUB-SITE 1.C	0.37	STOCK TANK	N/A	C	100
SUB-SITE 1.D	31.65	66% GRAZING / 33% WOODED	FAIR	D	82.3
SUB-SITE 1.E	4.96	PASTURE - GRAZING CATTLE	FAIR	C	79
SUB-SITE 1.F	3.75	33% GRAZING / 66% WOODED	FAIR	C	75
SUB-SITE 1.G	2.11	PASTURE - GRAZING CATTLE	FAIR	D	84
SUB-SITE 2.A	9.28	PASTURE - GRAZING CATTLE	FAIR	D	84
SUB-SITE 2.B	16.37	PASTURE - GRAZING CATTLE	FAIR	C	79
SUB-SITE 2.C	3.70	STOCK TANK	N/A	C	100
SUB-SITE 2.D	12.12	STOCK TANK	N/A	D	100
SUB-SITE 2.E	75.21	80% GRAZING / 20% WOODED	FAIR	D	83
SUB-SITE 2.F	32.19	PASTURE - GRAZING CATTLE	FAIR	C	79
SUB-SITE 3.A	24.91	PASTURE - GRAZING CATTLE	FAIR	C	79
SUB-SITE 3.B	6.09	PASTURE - GRAZING CATTLE	FAIR	D	84
SUB-SITE 3.C	1.52	PASTURE - GRAZING CATTLE	FAIR	C	79

OWNER: T J BRADSHAW CONSTRUCTION, LTD.
DEVELOPER: T J BRADSHAW CONSTRUCTION, LTD.
PROP IDs: R039902 & 3, R039907, R039955, R473935
SCHOOL: GEORGETOWN ISD
FEMA FIRM MAP: 48491C0325E (EFF SEPT. 26 2008)
WTR CCN: 10970 JONAH WATER SUD
SS CCN: NO CCN FOR SUBJECT SITE
ELECTRIC: ONCOR & BARTLETT
CABLE: TBD
PHONE: TBD

KEY NOTES:

HC - HYDROLOGIC CONDITION

HSG - HYDROLOGIC SOIL GROUP

CN - CURVE NUMBER

CURVE NUMBERS WERE OBTAINED FROM THE CITY OF AUSTIN DRAINAGE CRITERIA MANUAL AND NATURAL RESOURCE CONSERVATION SERVICE (NRCS) TR-55

GENERAL NOTES:

1) FACILITIES SHALL BE CONSTRUCTED PER WILCO AND UTILITY PROVIDER GUIDELINES
2) ADJOINING PROPERTY LINES ARE APPROXIMATE

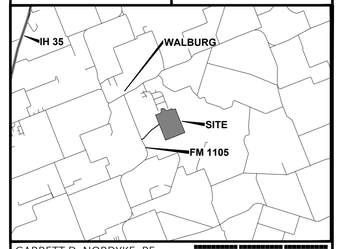
3) CONTRACTOR SHALL DETERMINE ACTUAL LOCATION OF ALL EXISTING INFRASTRUCTURE
4) FACILITY ALIGNMENTS, PROFILES, AND SIZES ARE BASED ON PRELIMIINARY ENGINEERING DESIGN
-
-

EL BM: TBD

NAD83 CENTRAL TEXAS FOOT
CAF=0.99985725

0 300' 600'

DESCRIPTION	ACRES	DESCRIPTION	QTY
SF LOTS	200.315	TOAL LOTS	167
MULTI-FAMILY	0	1 ACRE LOTS	167
HOA	25.604	0.5 ACRE LOTS	0
ROW	34.546	100' LOTS	0
DRAINAGE	0	80' LOTS	0
OPEN	0	SANITARY (FT)	TBD
DEDICATION	0	WATER (FT)	N/A
TOTAL	**262.465**	DRAINAGE (FT)	TBD



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F-17652

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Garrett Nordyke, P.E.
05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
HYDROLOGY - EXISTING

SHEET SIZE:	PRINT DATE:	
24" X 36"	5/10/20	C007

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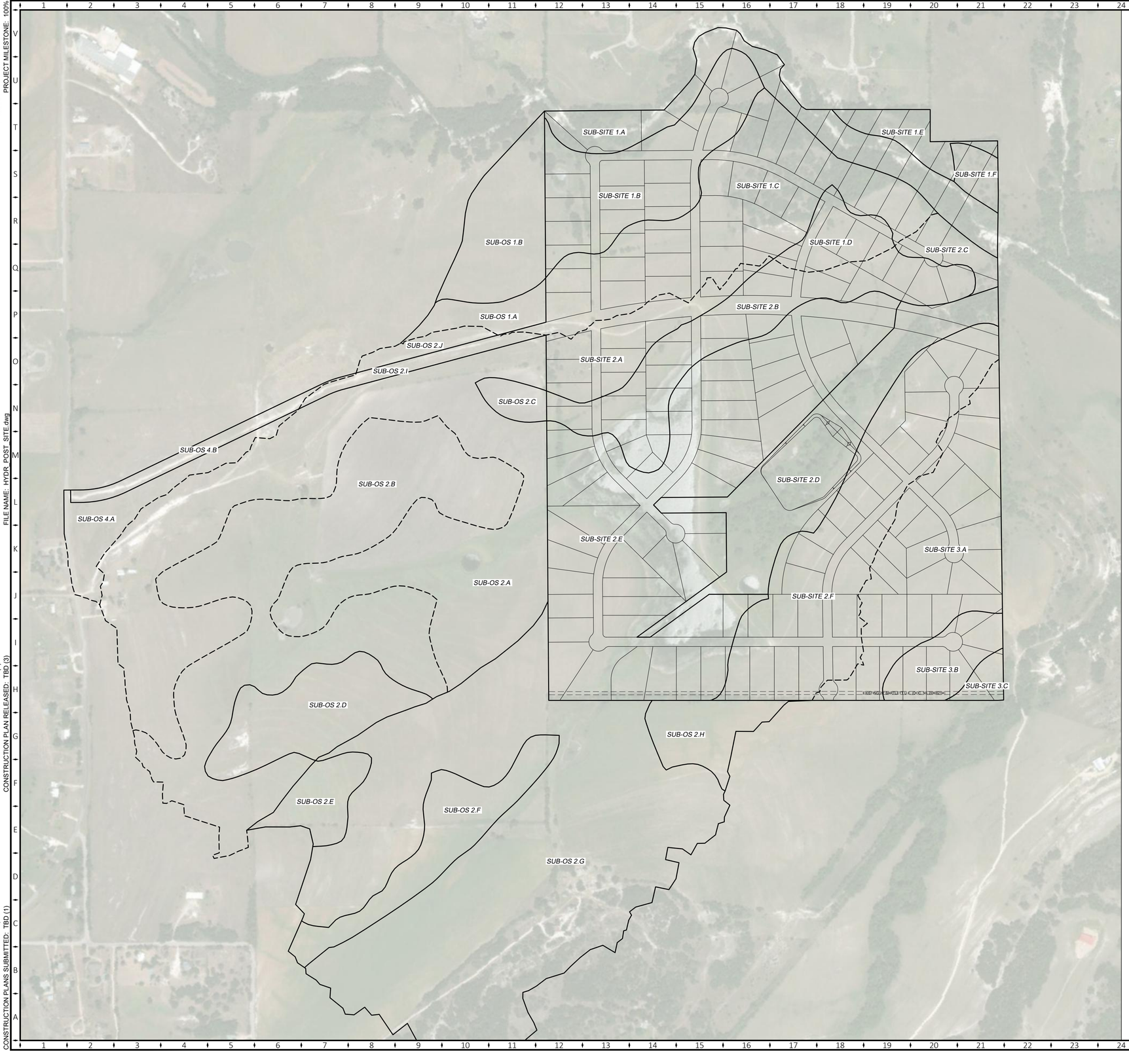
PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WI_039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ----
FILE NAME: HYDR_POST_SITE.dwg

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRELIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)



SUB BASIN TABLE - PROPOSED

SUB BASIN #	AREA	USE	HC	HSG	CN
SUB-OS 1.A	3.60	PASTURE - GRAZING CATTLE	FAIR	D	84
SUB-OS 1.B	11.68	PASTURE - GRAZING CATTLE	FIAR	C	79
SUB-OS 2.A	65.95	PASTURE - GRAZING CATTLE	FAIR	D	84
SUB-OS 2.C	2.14	PASTURE - GRAZING CATTLE	FAIR	C	79
SUB-OS 2.G	91.26	PASTURE - GRAZING CATTLE	FAIR	D	84
SUB-OS 2.I	2.63	PAVED - DITCH + 20' GOOD GRASS	POOR	D	89
SUB-OS 2.J	2.13	PASTURE - GRAZING CATTLE	FAIR	D	84
SUB-OS 4.A	7.07	PASTURE - GRAZING CATTLE	FAIR	D	84
SUB-OS 4.B	3.11	PAVED - DITCH + 20' GOOD GRASS	POOR	D	89
SUB-SITE 1.A	14.48	CREEK	FAIR	B	60
SUB-SITE 1.B	18.40	1-ACRE LOTS (20% IMPERVIOUS)	N/A	C	79
SUB-SITE 1.C	31.65	1-ACRE LOTS (20% IMPERVIOUS)	N/A	D	84
SUB-SITE 1.D	4.96	1-ACRE LOTS (20% IMPERVIOUS)	N/A	C	79
SUB-SITE 1.E	3.75	BRUSH-WEED-GRASS	FAIR	C	70
SUB-SITE 1.F	2.11	BRUSH-WEED-GRASS	FAIR	D	77
SUB-SITE 2.A	9.28	1-ACRE LOTS (20% IMPERVIOUS)	N/A	D	84
SUB-SITE 2.B	20.07	1-ACRE LOTS (20% IMPERVIOUS)	N/A	C	79
SUB-SITE 2.C	3.27	1-ACRE LOTS (20% IMPERVIOUS)	N/A	D	84
SUB-SITE 2.D	21.94	WOODS - GRASS COMBINATION	FAIR	D	82
SUB-SITE 2.E	62.12	1-ACRE LOTS (20% IMPERVIOUS)	N/A	D	84
SUB-SITE 2.F	32.19	1-ACRE LOTS (20% IMPERVIOUS)	N/A	C	79
SUB-SITE 3.A	24.91	1-ACRE LOTS (20% IMPERVIOUS)	N/A	C	79
SUB-SITE 3.B	6.09	1-ACRE LOTS (20% IMPERVIOUS)	N/A	D	84
SUB-SITE 3.C	1.52	1-ACRE LOTS (20% IMPERVIOUS)	N/A	C	79

OWNER: T J BRADSHAW CONSTRUCTION, LTD.
DEVELOPER: T J BRADSHAW CONSTRUCTION, LTD.
PROP IDs: R039902 & 3, R039907, R039955, R473935
SCHOOL: GEORGETOWN ISD
FEMA FIRM MAP: 48491C0325E (EFF SEPT. 26 2008)
WTR CCN: 10970 JONAH WATER SUD
SS CCN: NO CCN FOR SUBJECT SITE
ELECTRIC: ONCOR & BARTLETT
CABLE: TBD
PHONE: TBD

KEY NOTES:

HC - HYDROLOGIC CONDITION

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4) FACILITY ALIGNMENTS, PROFILES, AND SIZES ARE BASED ON PRELIMIINARY ENGINEERING DESIGN
-
-

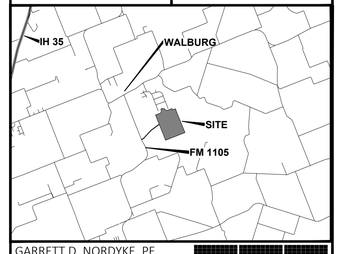
EL BM: TBD

NAD83 CENTRAL TEXAS FOOT
CAF=0.99985725

0 300' 600'

DESCRIPTION	ACRES
SF LOTS	200.315
MULTI-FAMILY	0
HOA	25.604
ROW	34.546
DRAINAGE	0
OPEN	0
DEDICATION	0
TOTAL	**262.465**

DESCRIPTION	QTY
TOAL LOTS	167
1 ACRE LOTS	167
0.5 ACRE LOTS	0
100' LOTS	0
80' LOTS	0
SANITARY (FT)	TBD
WATER (FT)	N/A
DRAINAGE (FT)	TBD



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Garrett Nordyke, P.E.
05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
HYDROLOGY - PROPOSED

SHEET SIZE:	PRINT DATE:	
24" X 36"	5/10/20	C008

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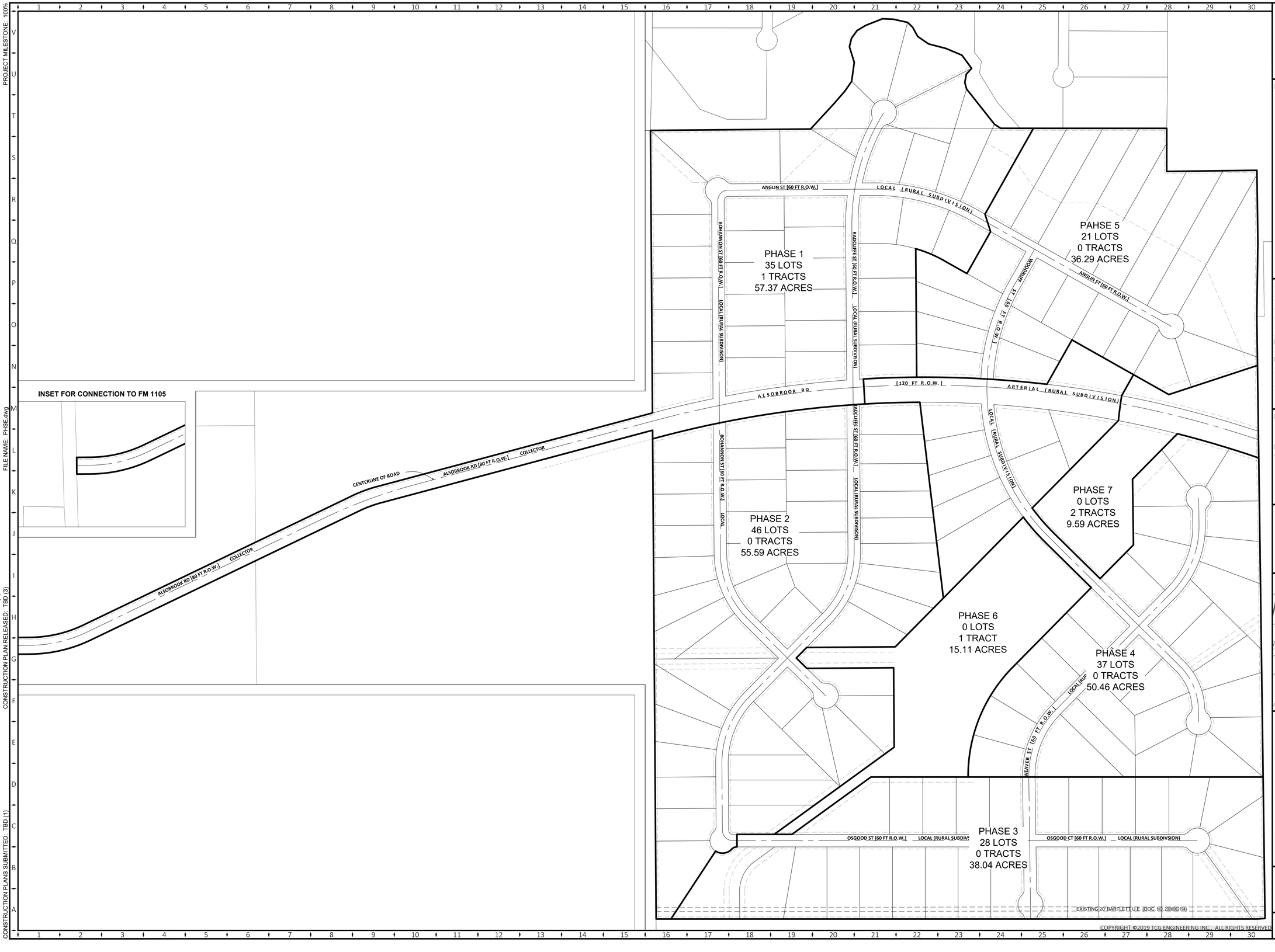
PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WI_039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ----
FILE NAME: PHSE.dwg

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRELIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)



OWNER: T J BRADSHAW CONSTRUCTION, LTD.
DEVELOPER: T J BRADSHAW CONSTRUCTION, LTD.
PROP IDs: R039902 & 3, R039907, R039955, R473935
SCHOOL: GEORGETOWN ISD
FEMA FIRM MAP: 48491C0325E (EFF SEPT. 26 2008)
WTR CCN: 10970 JONAH WATER SUD
SS CCN: NO CCN FOR SUBJECT SITE
ELECTRIC: ONCOR & BARTLETT
CABLE: TBD
PHONE: TBD

KEY NOTES:

GENERAL NOTES:

1) FACILITIES SHALL BE CONSTRUCTED PER WILCO AND UTILITY PROVIDER GUIDELINES
2) ADJOINING PROPERTY LINES ARE APPROXIMATE

3) CONTRACTOR SHALL DETERMINE ACTUAL LOCATION OF ALL EXISTING INFRASTRUCTURE
4) FACILITY ALIGNMENTS, PROFILES, AND SIZES ARE BASED ON PRELIMIINARY ENGINEERING DESIGN
-
-

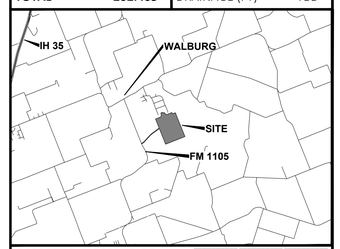
EL BM: TBD

NAD83 CENTRAL TEXAS FOOT
CAF=0.99985725

0 200' 400'

DESCRIPTION	ACRES
SF LOTS	200.315
MULTI-FAMILY	0
HOA	25.604
ROW	34.546
DRAINAGE	0
OPEN	0
DEDICATION	0
TOTAL	**262.465**

DESCRIPTION	QTY
TOAL LOTS	167
1 ACRE LOTS	167
0.5 ACRE LOTS	0
100' LOTS	0
80' LOTS	0
SANITARY (FT)	TBD
WATER (FT)	N/A
DRAINAGE (FT)	TBD



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Garrett Nordyke, P.E.
05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
PHASE PLAN

SHEET SIZE:	PRINT DATE:	
24" X 36"	5/10/20	C009

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PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WI_039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ----
FILE NAME: WATER.dwg

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRELIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

CHAPTER 290 - PUBLIC DRINKING WATER

SUBCHAPTER D: RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS §§290.38 - 290.47 EFFECTIVE SEPTEMBER 11, 2014. *[BELOW ARE SOME RULES RELEVANT TO THE SUBJECT PROJECT. PLEASE CONTACT TCEQ FOR COMPLETE RULE SET]*

§290.38. DEFINITIONS.

SERVICE LINE--A PIPE CONNECTING THE UTILITY SERVICE PROVIDER'S MAIN AND THE WATER METER, OR FOR WASTEWATER, CONNECTING THE MAIN AND THE POINT AT WHICH THE CUSTOMER'S SERVICE LINE IS CONNECTED, GENERALLY AT THE CUSTOMER'S PROPERTY LINE.

WASTEWATER LATERAL--ANY PIPE OR CONSTRUCTED CONVEYANCE CARRYING WASTEWATER, RUNNING LATERALLY DOWN A STREET, ALLEY, OR EASEMENT, AND RECEIVING FLOW ONLY FROM THE ABUTTING PROPERTIES.

WASTEWATER MAIN--ANY PIPE OR CONSTRUCTED CONVEYANCE WHICH RECEIVES FLOW FROM ONE OR MORE WASTEWATER LATERALS.

§290.44. WATER DISTRIBUTION.

(1) WHEN NEW POTABLE WATER DISTRIBUTION LINES ARE CONSTRUCTED, THEY SHALL BE INSTALLED NO CLOSER THAN NINE FEET IN ALL DIRECTIONS TO WASTEWATER COLLECTION FACILITIES. ALL SEPARATION DISTANCES SHALL BE MEASURED FROM THE OUTSIDE SURFACE OF EACH OF THE RESPECTIVE PIECES.

(2) POTABLE WATER DISTRIBUTION LINES AND WASTEWATER MAINS OR LATERALS THAT FORM PARALLEL UTILITY LINES SHALL BE INSTALLED IN SEPARATE TRENCHES.

(3) NO PHYSICAL CONNECTION SHALL BE MADE BETWEEN A DRINKING WATER SUPPLY AND A SEWER LINE. ANY APPURTENANCE SHALL BE DESIGNED AND CONSTRUCTED SO AS TO PREVENT ANY POSSIBILITY OF SEWAGE ENTERING THE DRINKING WATER SYSTEM.

(4) WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE FOLLOWING CRITERIA SHALL APPLY.

(A) NEW WATERLINE INSTALLATION - PARALLEL LINES.

(i) WHERE A NEW POTABLE WATERLINE PARALLELS AN EXISTING, NON-PRESSURE OR PRESSURE RATED WASTEWATER MAIN... [SEE TCEQ RULES]

(ii) WHERE A NEW POTABLE WATERLINE PARALLELS AN EXISTING PRESSURE RATED WASTEWATER MAIN...

(iii) WHERE A NEW POTABLE WATERLINE PARALLELS A NEW WASTEWATER MAIN, THE WASTEWATER MAIN OR LATERAL SHALL BE CONSTRUCTED OF AT LEAST 150 PSI PRESSURE RATED PIPE. THE NEW POTABLE WATERLINE SHALL BE LOCATED AT LEAST TWO FEET ABOVE THE WASTEWATER MAIN OR LATERAL, MEASURED VERTICALLY, AND AT LEAST FOUR FEET AWAY, MEASURED HORIZONTALLY, FROM THE WASTEWATER MAIN OR LATERAL.

(B) NEW WATERLINE INSTALLATION - CROSSING LINES.

(i) WHERE A NEW POTABLE WATERLINE CROSSES AN EXISTING, NON-PRESSURE RATED WASTEWATER MAIN OR LATERAL...[SEE TCEQ RULES]

(ii) WHERE A NEW POTABLE WATERLINE CROSSES AN EXISTING, PRESSURE RATED WASTEWATER MAIN OR LATERAL...[SEE TCEQ RULES]

(iii) WHERE A NEW POTABLE WATERLINE CROSSES A NEW, NON-PRESSURE RATED WASTEWATER MAIN OR LATERAL AND THE STANDARD PIPE SEGMENT LENGTH OF THE WASTEWATER MAIN OR LATERAL IS AT LEAST 18 FEET, ONE SEGMENT OF THE WATERLINE PIPE SHALL BE CENTERED OVER THE WASTEWATER MAIN OR LATERAL SUCH THAT THE JOINTS OF THE WATERLINE PIPE ARE EQUIDISTANT AND AT LEAST NINE FEET HORIZONTALLY FROM THE CENTERLINE OF THE WASTEWATER MAIN OR LATERAL. THE POTABLE WATERLINE SHALL BE AT LEAST TWO FEET ABOVE THE WASTEWATER MAIN OR LATERAL. WHENEVER POSSIBLE, THE CROSSING SHALL BE CENTERED BETWEEN THE JOINTS OF THE WASTEWATER MAIN OR LATERAL. THE WASTEWATER PIPE SHALL HAVE A MINIMUM PIPE STIFFNESS OF 115 PSI AT 5.0% DEFLECTION. THE WASTEWATER MAIN OR LATERAL SHALL BE EMBEDDED IN CEMENT STABILIZED SAND (SEE CLAUSE (VI) OF THIS SUBPARAGRAPH) FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 12 INCHES BEYOND THE JOINT ON EACH END.

(iv) WHERE A NEW POTABLE WATERLINE CROSSES A NEW, NON-PRESSURE RATED WASTEWATER MAIN OR LATERAL AND A STANDARD LENGTH OF THE WASTEWATER PIPE IS LESS THAN 18 FEET IN LENGTH, THE POTABLE WATER PIPE SEGMENT SHALL BE CENTERED OVER THE WASTEWATER LINE. THE MATERIALS AND METHOD OF INSTALLATION SHALL CONFORM TO ONE OF THE FOLLOWING OPTIONS.

(I) WITHIN NINE FEET HORIZONTALLY OF EITHER SIDE OF THE WATERLINE, THE WASTEWATER PIPE AND JOINTS SHALL BE CONSTRUCTED WITH PIPE MATERIAL HAVING A MINIMUM PRESSURE RATING OF AT LEAST 150 PSI. AN ABSOLUTE MINIMUM VERTICAL SEPARATION DISTANCE OF TWO FEET SHALL BE PROVIDED. THE WASTEWATER MAIN OR LATERAL SHALL BE LOCATED BELOW THE WATERLINE.

(II) ALL SECTIONS OF WASTEWATER MAIN OR LATERAL WITHIN NINE FEET HORIZONTALLY OF THE WATERLINE SHALL BE ENCASED IN AN 18-FOOT (OR LONGER) SECTION OF PIPE. FLEXIBLE ENCASING PIPE SHALL HAVE A MINIMUM PIPE STIFFNESS OF 115 PSI AT 5.0% DEFLECTION. THE ENCASING PIPE SHALL BE CENTERED ON THE WATERLINE AND ... AN ABSOLUTE MINIMUM SEPARATION DISTANCE OF SIX INCHES BETWEEN THE ENCASEMENT PIPE AND THE WATERLINE SHALL BE PROVIDED. THE WASTEWATER LINE SHALL BE LOCATED BELOW THE WATERLINE.

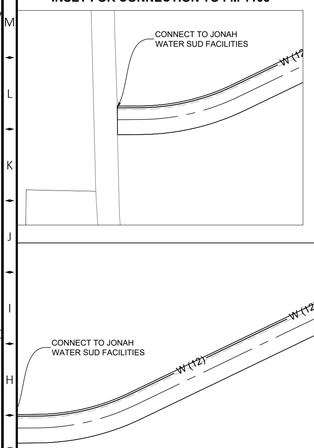
(III) WHEN A NEW WATERLINE CROSSES UNDER A WASTEWATER MAIN OR LATERAL, THE WATERLINE SHALL BE ENCASED AS DESCRIBED FOR WASTEWATER MAINS OR LATERALS IN SUBCLAUSE (II) OF THIS CLAUSE OR CONSTRUCTED OF DUCTILE IRON OR STEEL PIPE WITH MECHANICAL OR WELDED JOINTS AS APPROPRIATE. AN ABSOLUTE MINIMUM SEPARATION DISTANCE OF ONE FOOT BETWEEN THE WATERLINE AND THE WASTEWATER MAIN OR LATERAL SHALL BE PROVIDED. BOTH THE WATERLINE AND WASTEWATER MAIN OR LATERAL MUST PASS A PRESSURE AND LEAKAGE TEST AS SPECIFIED IN AWWA C600 STANDARDS.

(v) WHERE A NEW POTABLE WATERLINE CROSSES A NEW, PRESSURE RATED WASTEWATER MAIN OR LATERAL, ONE SEGMENT OF THE WATERLINE PIPE SHALL BE CENTERED OVER THE WASTEWATER LINE SUCH THAT THE JOINTS OF THE WATERLINE PIPE ARE EQUIDISTANT AND AT LEAST NINE FEET HORIZONTALLY FROM THE CENTER LINE OF THE WASTEWATER MAIN OR LATERAL. THE POTABLE WATERLINE SHALL BE AT LEAST SIX INCHES ABOVE THE WASTEWATER MAIN OR LATERAL. WHENEVER POSSIBLE, THE CROSSING SHALL BE CENTERED BETWEEN THE JOINTS OF THE WASTEWATER MAIN OR LATERAL. THE WASTEWATER PIPE SHALL HAVE A MINIMUM PRESSURE RATING OF AT LEAST 150 PSI. THE WASTEWATER MAIN OR LATERAL SHALL BE EMBEDDED IN CEMENT STABILIZED SAND (SEE CLAUSE (VI) OF THIS SUBPARAGRAPH) FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 12 INCHES BEYOND THE JOINT ON EACH END.

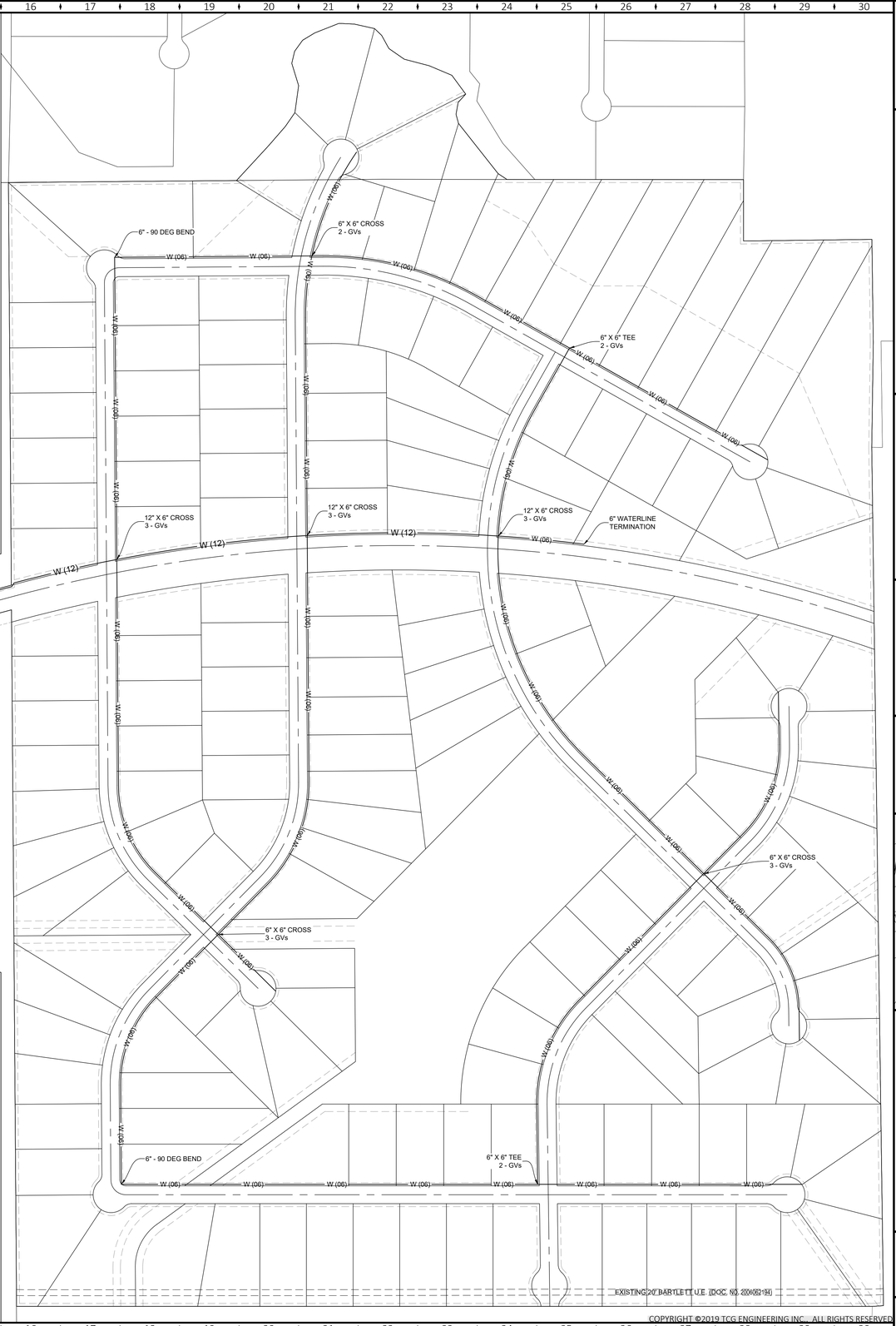
(5) WATERLINE AND WASTEWATER MAIN OR LATERAL MANHOLE OR CLEANOUT SEPARATION...[SEE TCEQ RULES]

(6) LOCATION OF FIRE HYDRANTS. FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION.

INSET FOR CONNECTION TO FM 1105



RESERVED FOR
DRAINAGE FACILITY
TABLES & NOTES



OWNER: T J BRADSHAW CONSTRUCTION, LTD.
DEVELOPER: T J BRADSHAW CONSTRUCTION, LTD.
PROP IDs: R039902 & 3, R039907, R039955, R473935
SCHOOL: GEORGETOWN ISD
FEMA FIRM MAP: 48491C0325E (EFF SEPT. 26 2008)
WTR CCN: 10970 JONAH WATER SUD
SS CCN: NO CCN FOR SUBJECT SITE
ELECTRIC: ONCOR & BARTLETT
CABLE: TBD
PHONE: TBD

KEY NOTES:

GENERAL NOTES:

1) FACILITIES SHALL BE CONSTRUCTED PER WILCO AND UTILITY PROVIDER GUIDELINES
2) ADJOINING PROPERTY LINES ARE APPROXIMATE

3) CONTRACTOR SHALL DETERMINE ACTUAL LOCATION OF ALL EXISTING INFRASTRUCTURE
4) FACILITY ALIGNMENTS, PROFILES, AND SIZES ARE BASED ON PRELIMIINARY ENGINEERING DESIGN

-

-

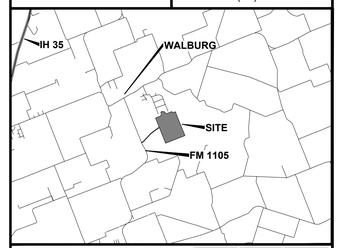
EL BM: TBD

NAD83 CENTRAL TEXAS FOOT
CAF=0.99985725

0 200' 400'

DESCRIPTION	ACRES
SF LOTS	200.315
MULTI-FAMILY	0
HOA	25.604
ROW	34.546
DRAINAGE	0
OPEN	0
DEDICATION	0
TOTAL	**262.465**

DESCRIPTION	QTY
TOAL LOTS	167
1 ACRE LOTS	167
0.5 ACRE LOTS	0
100' LOTS	0
80' LOTS	0
SANITARY (FT)	TBD
WATER (FT)	N/A
DRAINAGE (FT)	TBD



GARRETT D. NORDYKE, PE
16 EAST AVE. A
SUITE 203A
TEMPLE, TX 76501
254-228-9767
512-710-7106

TCG ENGINEERING

STATE OF TEXAS
GARRETT D. NORDYKE
100345
LICENSED
PROFESSIONAL ENGINEER
TCG ENGINEERING
F-17652

Texas811 Know what's below. Call before you dig.

Garrett Nordyke, P.E.
05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
WATER

SHEET SIZE:	PRINT DATE:	
24" X 36"	5/10/20	C010

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PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WI_039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ----
FILE NAME: DRAINAGE.dwg

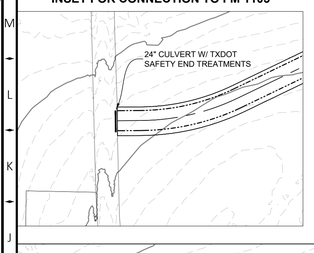
ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRLIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)

RESERVED FOR
DRAINAGE FACILITY
TABLES & NOTES

RESERVED FOR
DRAINAGE FACILITY
TABLES & NOTES

INSET FOR CONNECTION TO FM 1105



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EL BM: TBD

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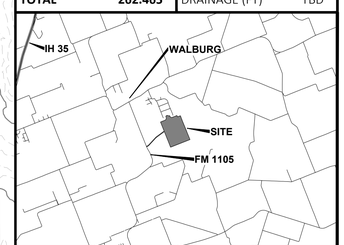

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05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
DRAINAGE

SHEET SIZE:	PRINT DATE:	
24" X 36"	5/10/20	C011

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PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ----
FILE NAME: MOBILITY.dwg

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

ZONING SUBMITTED: N/A
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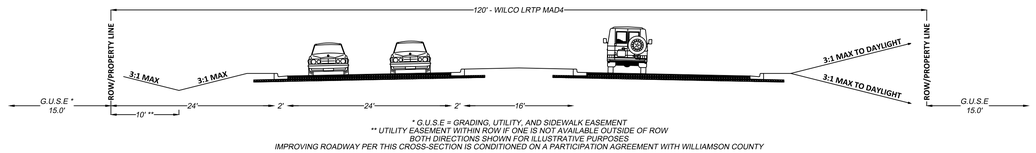
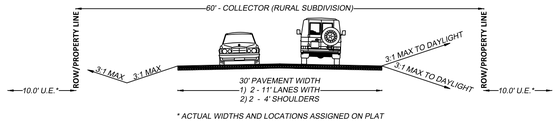
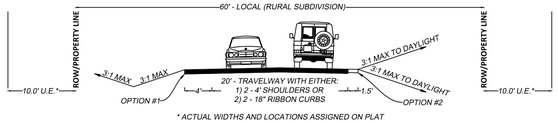


* G.U.S.E = GRADING, UTILITY, AND SIDEWALK EASEMENT
** UTILITY EASEMENT WITHIN ROW IF ONE IS NOT AVAILABLE OUTSIDE OF ROW
BOTH DIRECTIONS SHOWN FOR ILLUSTRATIVE PURPOSES
IMPROVING ROADWAY PER THIS CROSS-SECTION IS CONDITIONED ON A PARTICIPATION AGREEMENT WITH WILLIAMSON COUNTY



* ACTUAL WIDTHS AND LOCATIONS ASSIGNED ON PLAT



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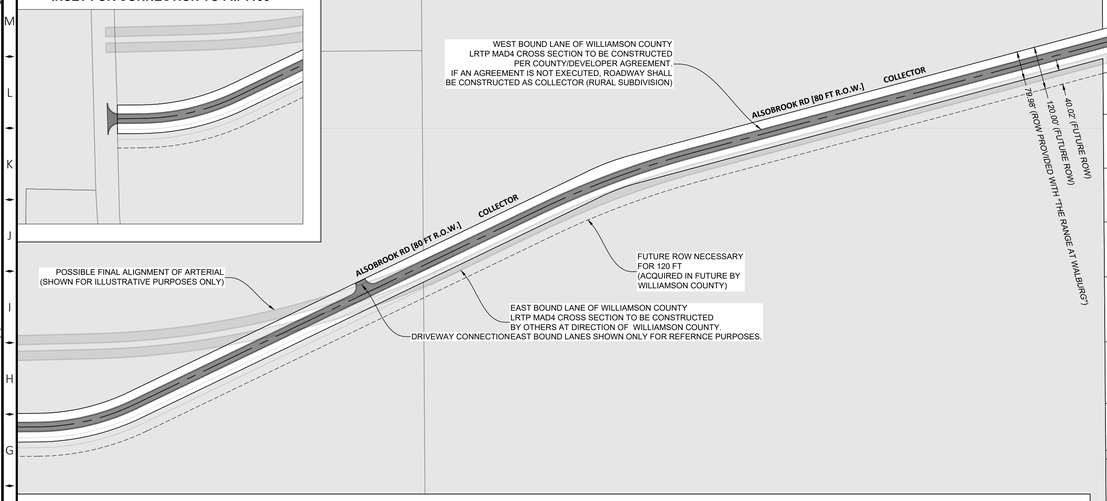
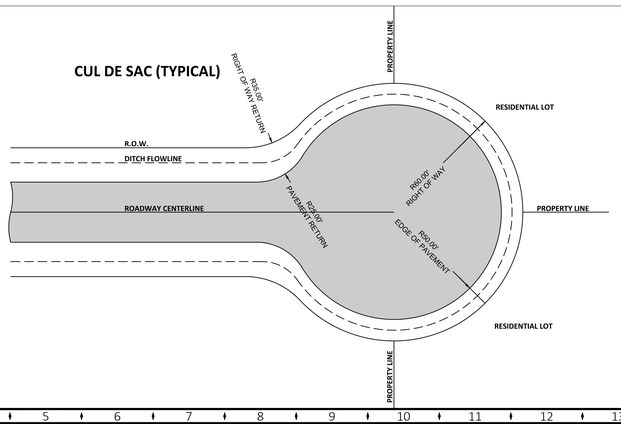
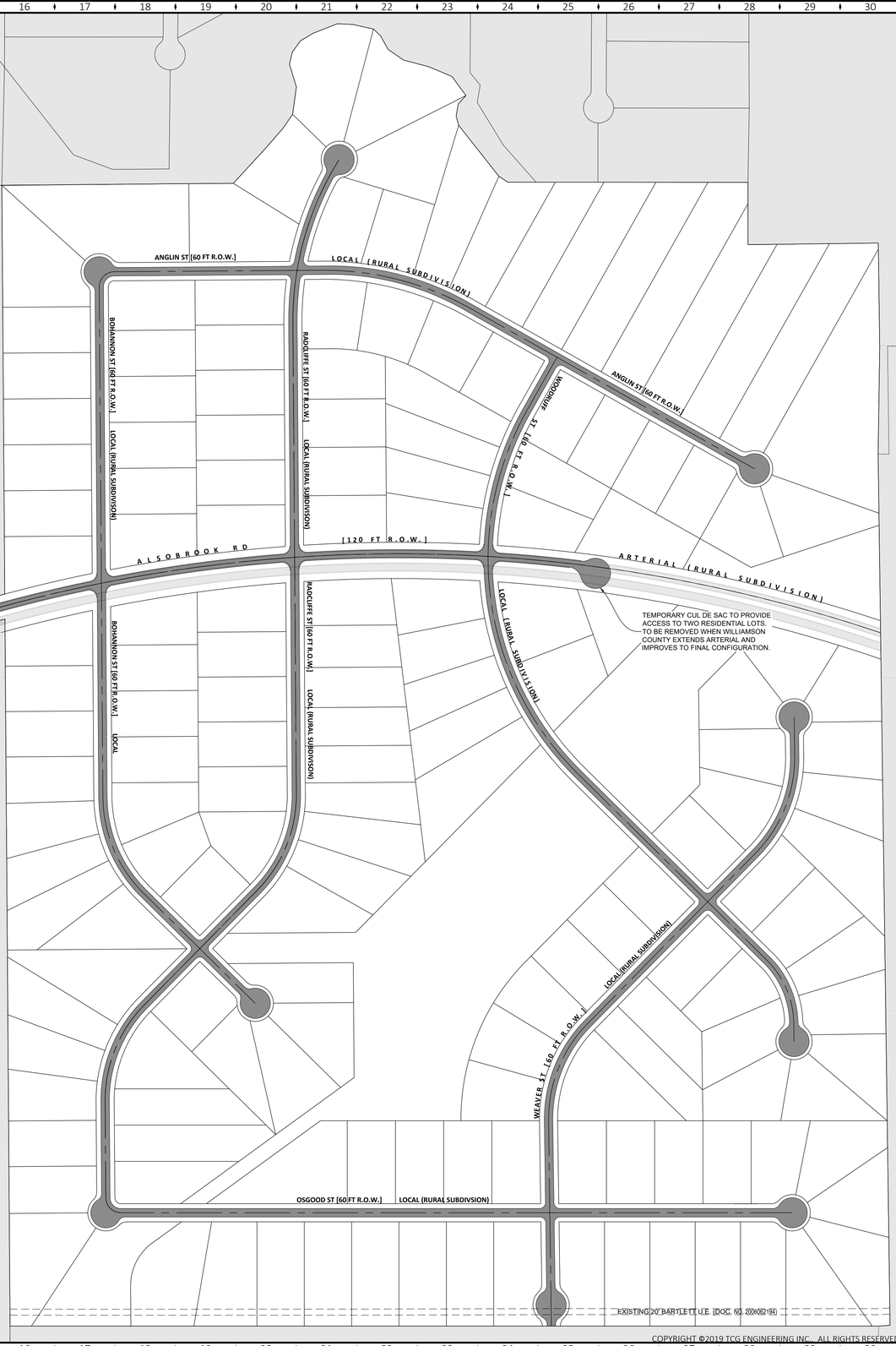
INSET FOR CONNECTION TO FM 1105







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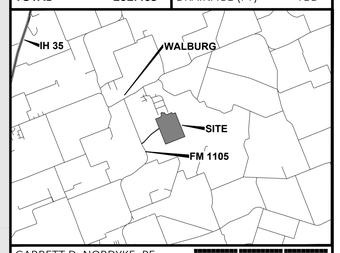

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STATE OF TEXAS
GARRETT D. NORDYKE
100345
LICENSED
PROFESSIONAL ENGINEER
TCG ENGINEERING
TCG - 17652

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Garrett Nordyke, P.E.
05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
MOBILITY PLAN

SHEET SIZE:	PRINT DATE:	
24" X 36"	5/10/20	C012

Commissioners Court - Regular Session **56.**

Meeting Date: 05/19/2020

Amended plat for Lot 11 Block D of the Ridge at Cross Creek Ph 4 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 amended plat for Lot 11, Block D of the Ridge at Cross Creek Phase 4 subdivision – Precinct 3.

Background

This amended plat is for Lot 11, Block D of the Ridge at Cross Creek Phase 4 final plat previously approved on June 4th, 2019. It consists of one single-family lot with no new public roads. The reason for the amendment is to correct a boundary line along the northerly portion of Lot 11, Block D, that abuts the Morningstar Phase 3, Section 1A subdivision.

Timeline

2020-01-09 – initial submittal of amended plat
2020-02-05 – 1st review complete with comments
2020-02-12 – 2nd submittal of amended plat
2020-02-26 – 2nd review complete with comments
2020-03-04 – 3rd submittal of amended plat
2020-03-06 – 3rd review complete with comments
2020-04-13 – 4th submittal of amended plat
2020-04-15 – 4th review complete with comments cleared
2020-05-08 – receipt of amended plat with all signatures
2020-05-14 – amended plat placed on the May 19, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

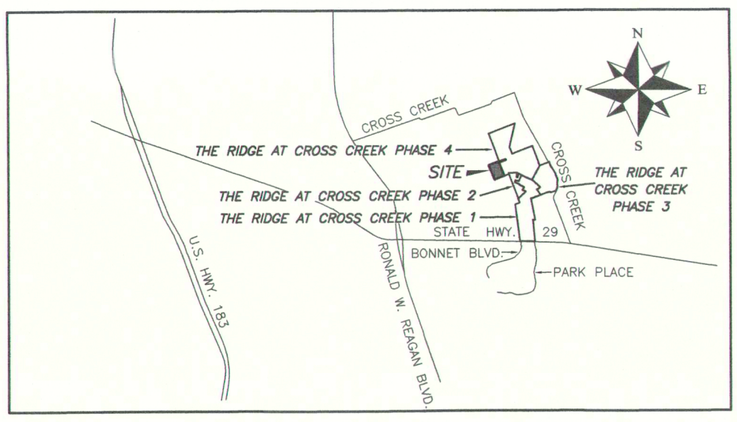
Attachments

amended plat - Lot 11 Ridge at Cross Creek Ph 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 11:58 AM
Form Started By: Adam Boatright		Started On: 05/14/2020 10:25 AM
Final Approval Date: 05/14/2020		

AMENDED PLAT OF
LOT 11, BLOCK D,
THE RIDGE AT CROSS CREEK PHASE 4



LOCATION MAP
(NOT TO SCALE)

LEGEND:

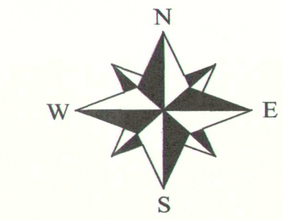
●	= 1/2" IRON ROD FOUND
G&R ●	= IRON ROD WITH G&R CAP FOUND
▲	= NAIL FOUND IN CONCRETE
■	= RAILROAD SPIKE FOUND
○	= IRON ROD WITH G&R CAP SET
Ⓐ	= BLOCK NAME
PUE	= PUBLIC UTILITY EASEMENT
BL	= BUILDING LINE
SE	= SANITARY EASEMENT

BENCHMARK:

CHISELED "X" SET ON RIBBON CURB, LOCATED ± 20 FEET NORTHWEST OF AND IN LINE WITH THE PROJECTION OF THE COMMON LOT LINE OF LOTS 21 AND 22, BLOCK A THE RIDGE AT CROSS CREEK PHASE 3

ELEV. = 936.17

VERTICAL DATUM: NAVD 88 (GEOID 03)



SCALE: 1"=100'

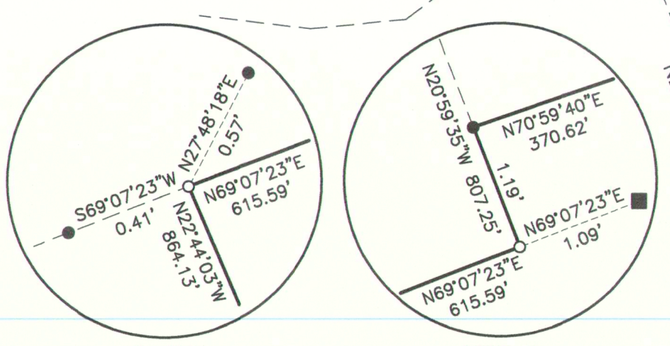
0 50 100 200 400

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

DATE: JANUARY 9, 2020

OWNER:
RAS LEVEL 2 HOLDINGS, LP
PO BOX 519
LIBERTY HILL, TX 78642
512-299-6617 FAX: _____
luke@clearrockllc.com

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



DETAIL 1
NOT TO SCALE

DETAIL 2
NOT TO SCALE

NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD LENGTH	TANGENT
C1	5°47'18"	430.00'	43.44'	S48°45'37"E	43.42'	21.74'

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

AMENDED PLAT OF
LOT 11, BLOCK D,
THE RIDGE AT CROSS CREEK PHASE 4

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

THAT, RAS LEVEL 2 HOLDINGS, LP, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON, BEING A PORTION OF A 158.017 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2014099265, AND BEING ALL OF LOT 11, BLOCK D, THE RIDGE AT CROSS CREEK PHASE 4, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2019051819, BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "AMENDED PLAT OF LOT 11, BLOCK D, THE RIDGE AT CROSS CREEK PHASE 4".

4-21-20

LUKE BASEY, MANAGER DATE:
RAS LEVEL 2 HOLDINGS, LP
PO BOX 519
LIBERTY HILL, TX 78642

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21 DAY OF April, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON 02-16-2022

TIMOTHY JAMES CORNSTUBBLE
Notary Public, State of Texas
Comm. Expires 02-16-2022
Notary ID 131454683

PLAT NOTES:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

   THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND CONVEYED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
3. A PORTION OF THIS PROPERTY LIES WITHIN ZONE "AE" AS IDENTIFIED ON FEMA MAP PANEL NO. 48491C0275E, EFFECTIVE SEPTEMBER 26, 2008.
4. A TEN (10') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.
5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THE HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
7. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
8. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
9. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
10. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN.
11. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
12. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES (OSSF).
13. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
14. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
15. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
16. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) PER FEMA AND AS DETERMINED BY A STUDY PREPARED BY SCHEIBE CONSULTING, LLC, PROJECT NO. 00101, DATED OCTOBER 30, 2017.
17. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
18. ONE-WAY CIRCULAR DRIVEWAYS SHALL BE PROHIBITED ONTO LAZY CREEK DRIVE.
19. THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF THE RIDGE AT CROSS CREEK PHASE 4, AS RECORDED IN DOCUMENT NO. 2019051819 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
20. THE SOLE PURPOSE FOR AMENDING THIS PLAT IS TO REVISE THE BOUNDARY ALONG THE NORTHERLY PORTION OF LOT 11, BLOCK D, THAT ABUTS MORNINGSTAR PHASE 3, SECTION 1A.
21. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
22. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

METES AND BOUNDS DESCRIPTION:

DESCRIPTION OF 11.929 ACRES (519,608 SQ. FT.) OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, BEING A PORTION OF THAT CERTAIN 158.017 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO RAS LEVEL 2 HOLDINGS, LP IN DOCUMENT NUMBER 2014099265, AND BEING ALL OF LOT 11, BLOCK D, THE RIDGE AT CROSS CREEK PHASE 4, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2019051819 BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 11.929 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING A NAIL FOUND IN CONCRETE AT AN ANGLE POINT IN THE EASTERLY LINE OF A 224.761 ACRE TRACT OF LAND, DESCRIBED IN A DEED OF RECORD TO OMEGA RANCH, LLC IN DOCUMENT NUMBER 2009000750, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWESTERLY CORNER OF SAID 158.017 ACRE TRACT, SAID LOT 11 AND THE HEREIN DESCRIBED TRACT;

THENCE N22°44'03"W, WITH THE EASTERLY LINE OF SAID 224.761 ACRE TRACT, SAME BEING THE WESTERLY LINE OF SAID 158.017 ACRE TRACT AND SAID LOT 11, A DISTANCE OF 864.13 FEET TO A CALCULATED POINT IN THE SOUTHERLY LINE OF MORNINGSTAR PHASE 3, SECTION 1A, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2019034451, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD FOUND AT AN ANGLE POINT IN SAID SOUTHERLY LINE BEARS S69°07'23"W, A DISTANCE OF 0.41 FEET AND ALSO FROM WHICH A 1/2" IRON ROD FOUND BEARS N27°48'18"E, A DISTANCE OF 0.57 FEET;

THENCE N69°07'23"E, WITH THE SOUTHERLY LINE OF SAID MORNINGSTAR PHASE 3, SECTION 1A, A DISTANCE OF 615.59 FEET TO A CALCULATED POINT, FOR AN ANGLE POINT IN THE NORTHERLY LINE OF THE HEREIN DESCRIBED TRACT, FROM WHICH A RAILROAD SPIKE FOUND, BEARS N69°07'23"E, A DISTANCE OF 1.09 FEET;

THENCE N20°59'35"W, A DISTANCE OF 1.19 FEET TO AN IRON ROD WITH G&R CAP FOUND AT THE SOUTHWESTERLY CORNER OF LOT 12, BLOCK D OF SAID RIDGE AT CROSS CREEK PHASE 4, FOR AN ANGLE POINT IN THE NORTHERLY LINE OF THE HEREIN DESCRIBED TRACT;

THENCE N70°59'40"E, WITH THE SOUTHERLY LINE OF SAID LOT 12 AND THE NORTHERLY LINE OF SAID LOT 11, A DISTANCE OF 370.62 FEET TO AN IRON ROD WITH G&R CAP FOUND IN THE CURVING WESTERLY LINE OF LAZY CREEK DRIVE (60' R.O.W.), OF A CURVE TO THE LEFT, FOR THE NORTHEASTERLY CORNER OF SAID LOT 11 AND THE HEREIN DESCRIBED TRACT;

THENCE WITH THE WESTERLY LINE OF SAID LAZY CREEK DRIVE AND THE EASTERLY LINE OF SAID LOT 11, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 43.44 FEET AND A CHORD WHICH BEARS S48°45'37"E, A DISTANCE OF 43.42 FEET TO AN IRON ROD WITH G&R CAP FOUND AT THE COMMON EASTERLY CORNER OF SAID LOT 11 AND LOT 10, BLOCK D OF SAID RIDGE AT CROSS CREEK PHASE 4;

THENCE S69°25'15"W, WITH THE COMMON LINE OF SAID LOTS 10 AND 11, A DISTANCE OF 414.46 FEET TO AN IRON ROD WITH G&R CAP FOUND AT THE NORTHWESTERLY CORNER OF SAID LOT 10, FOR AN ANGLE POINT IN THE EASTERLY LINE OF SAID LOT 11 AND THE HEREIN DESCRIBED TRACT;

THENCE S21°54'00"E, WITH THE EASTERLY LINE OF SAID LOT 11, SAME BEING IN PART, THE WESTERLY LINES OF SAID LOT 10, LOT 9 AND LOT 8, BLOCK D OF SAID RIDGE AT CROSS CREEK PHASE 4, A DISTANCE OF 806.34 FEET TO AN IRON ROD WITH G&R CAP FOUND IN THE NORTHERLY LINE OF SAID 224.761 ACRE TRACT AND THE SOUTHERLY LINE OF SAID 158.017 ACRE TRACT, FOR THE SOUTHEASTERLY CORNER OF SAID LOT 11 AND THE HEREIN DESCRIBED TRACT;

THENCE S68°06'00"W, WITH THE NORTHERLY LINE OF SAID 224.761 ACRE TRACT AND THE SOUTHERLY LINE OF SAID 158.017 ACRE TRACT AND SAID LOT 11, A DISTANCE OF 578.35 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 11.929 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

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

PHILLIP L. MCLAUGHLIN 04-13-2020
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5300

STATE OF TEXAS REGISTERED PHILLIP L. McLAUGHLIN 5300 PROFESSIONAL LAND SURVEYOR

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 22 DAY OF April 2020 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

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

Adam D. Boatright
Adam D. Boatright FOR J. Terron Evertson May 8, 2020

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

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

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

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

THE STATE OF TEXAS:
COUNTY OF WILLIAMSON:

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

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

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY_____, DEPUTY

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

Commissioners Court - Regular Session **57.**

Meeting Date: 05/19/2020

Revised preliminary plat for the Santa Rita Ranch Ph 1 subdivision (revision 4) – 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 revised preliminary plat for the Santa Rita Ranch Phase 1 subdivision (revision 4) – Precinct 3.

Background

This is revision 4 to the Santa Rita Ranch Phase 1 preliminary plat. This preliminary plat was last revised and approved on February 05, 2019. Since the last re-approval, the Developer has requested some additional changes to the roadway and lot layout within the development. These changes are as follows. In Section 15, the roadway and lot layout are being reconfigured with an increase of 38 lots. In Section 16, the roadway and lot layout are being reconfigured with an increase of 25 lots. In Section 18, street connections are revised resulting in a decrease of 5 lots. A new Section 22 is being added with 58 lots and 2,852 feet of new public roads.

Timeline

2019-10-28 – initial submittal of the revised preliminary plat
2020-01-17 – 1st review complete with comments
2020-04-12 – 2nd submittal of the revised preliminary plat
2020-04-27 – 2nd review complete with comments
2020-05-08 – 3rd submittal of the revised preliminary plat
2020-05-13 – 3rd review complete with comments
2020-05-13 – 4th submittal of the revised preliminary plat
2020-05-14 – 4th review complete with comments clear
2020-05-14 – revised preliminary plat placed on the May 19, 2020 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

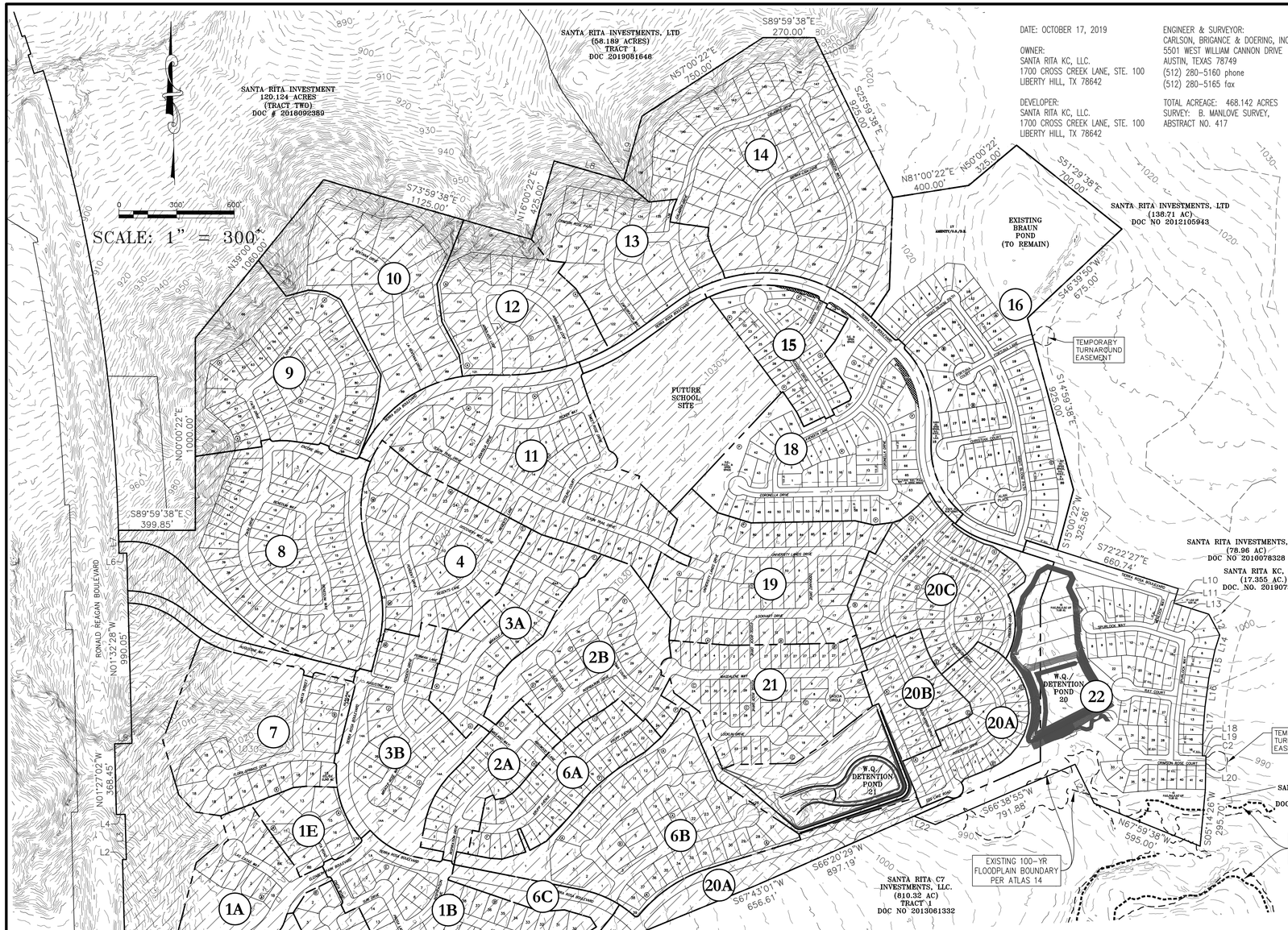
Attachments

preliminary plat (rev 4) - Santa Rita Ranch Ph 1

Form Review

Inbox	Reviewed By	Date

County Judge Exec Asst.	Andrea Schiele	05/14/2020 11:59 AM
Form Started By: Adam Boatright		Started On: 05/14/2020 10:25 AM
Final Approval Date: 05/14/2020		



DATE: OCTOBER 17, 2019

OWNER:
SANTA RITA KC, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280–5160 phone
(512) 280–5165 fax

TOTAL ACREAGE: 468.142 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

LOT SUMMARY:

PHASE	INITIAL SUBMITTAL	REVISION ONE	REVISION TWO	CURRENT REVISION	NOTES
1A	8	8	8	8	PLAT IS RECORDED
1B	28	28	28	28	PLAT IS RECORDED
1C	33	33	33	33	PLAT IS RECORDED
1D	0	5	5	5	PLAT IS RECORDED
1E	0	0	9	9	
2A	25	25	25	25	PLAT IS RECORDED
2B	35	35	35	35	PLAT IS RECORDED
3A	31	31	31	31	PLAT IS RECORDED
3B	28	28	28	28	PLAT IS RECORDED
4	42	42	42	42	PLAT IS RECORDED
5	0	0	0	0	
6A	38	38	38	38	PLAT IS RECORDED
6B	0	29	41	41	
6C	0	0	0	0	
7	27	27	18	18	
8	34	40	68	68	PLAT IS RECORDED
9	27	35	54	54	
10	17	17	17	17	
11	62	61	64	64	
12	20	20	20	20	
13	23	23	23	23	
14	45	45	45	45	
15	51	0	0	38	38 LOT GAIN
16	58	46	46	71	25 LOT GAIN
17	51	41	0	0	
18	58	65	65	60	5 LOT LOSS
19	41	49	49	49	
20A	21	51	33	33	
20B	0	0	21	21	
20C	0	0	58	58	
21	48	50	50	50	
22	0	0	0	58	
TOTAL	851	872	954	1070	

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
— — — — —	BUILDING SETBACK LINE
— — — — —	EASEMENT LINE
———	BOUNDARY LINE
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
W.W. ESMT.	WASTE WATER EASEMENT

SECTION 1-15

STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASS
MARINA DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	310	RESIDENTIAL
RANGEL DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	753	RESIDENTIAL
TOTAL LINEAR FOOTAGE OF STREETS:						1063 L.F.	

SECTION 1-16

STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASS
NIGHT BLOOM PATH	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,711	RESIDENTIAL
FORTUNA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	164	RESIDENTIAL
FORTUNA LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	234	RESIDENTIAL
ALAN PLACE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	118	RESIDENTIAL
CHRISTIAN COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	407	RESIDENTIAL
TIERRA ROSA BLVD	PUBLIC	64'	44' FACE TO FACE	4'	35 MPH	372	COLLECTOR
TOTAL LINEAR FOOTAGE OF STREETS:						3006 L.F.	

SECTION 1-18

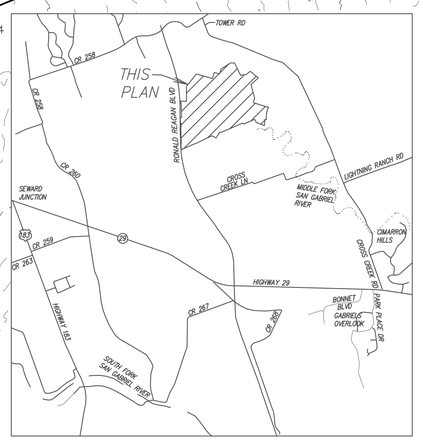
STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASS
NIGHT BLOOM PATH	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	47	RESIDENTIAL
AVENDITA LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,051	RESIDENTIAL
CORONELLA DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,286	RESIDENTIAL
RANGEL DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	40	RESIDENTIAL
TIERRA ROSA BLVD	PUBLIC	64'	44' FACE TO FACE	4'	35 MPH	2,858	COLLECTOR
TOTAL LINEAR FOOTAGE OF STREETS:						5,282 L.F.	

SECTION 1-22

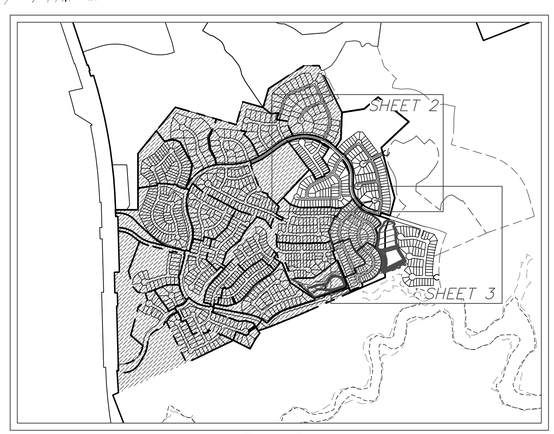
STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASS
TIERRA ROSA BLVD	PUBLIC	64'	44' FACE TO FACE	4'	35 MPH	829	COLLECTOR
SPURLOCK WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,151	RESIDENTIAL
CRIMSON ROSE COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	376	RESIDENTIAL
BAY COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	284	RESIDENTIAL
WENLOCK WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	212	RESIDENTIAL
TOTAL LINEAR FOOTAGE OF STREETS:						2852 L.F.	

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°27'30"E	24.42
L2	N88°27'31"E	20.00
L3	N01°32'27"W	235.03
L4	S88°32'36"W	45.58
L5	N88°27'31"E	90.00
L6	S88°27'36"W	40.00
L7	N01°32'28"W	120.01
L8	S73°59'38"E	375.00
L9	N16°00'22"E	350.00
L10	S17°37'33"W	64.00
L11	S17°37'33"W	15.00
L12	S27°38'50"E	121.90
L13	S72°22'27"E	191.39
L14	S17°37'33"W	80.30
L15	S12°21'26"W	150.51
L16	S07°39'38"W	150.00
L17	S04°28'46"W	147.07
L18	S00°58'26"W	110.00
L19	S89°01'34"E	12.06
L20	S00°58'26"W	176.35
L21	N25°59'38"W	225.91
L22	N68°21'05"W	118.79
L23	S69°39'04"W	177.01
L24	N14°40'05"W	6.73
L25	S32°18'04"E	49.40
L26	S36°21'06"W	131.25
L27	S28°44'32"W	195.72

Curve Table					
Curve #	Radius	Tangent	Delta	Chord	Arc Length
C2	15.00'	3.26'	024°30'01"	6.37'	6.41'



LOCATION MAP



KEY MAP
N.T.S

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DRAINAGE AND FLOODPLAIN:

4. THE EXISTING 100-YR FLOODPLAIN BOUNDARY BY ATLAS 14 SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED APRIL 30, 2020. THE FEMA 100 YEAR FLOODPLAIN SHOWN ON THE PRELIMINARY PLAT WAS TAKEN FROM THE FEMA FIRM No. 48491C 0278E, EFFECTIVE DECEMBER 20, 2019, AND THE FEMA L.O.M.R. No 16-06-0501P, EFFECTIVE MARCH 2, 2017.

WATER AND WASTEWATER:

5. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/GEORGETOWN UTILITY SYSTEMS.
6. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/CITY OF LIBERTY HILL.
7. ELECTRIC SERVICE IS PROVIDED BY: PEC.

ROADWAY AND RIGHT OF WAY:

8. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
10. A LEFT TURN BAY SHALL BE CONSTRUCTED ON RONALD REAGAN BLVD AT ELIZABETH PARK BLVD. WITH THE COMPLETION OF 600 HOMES WITHIN THE SANTA RITA RANCH PH 1 PRELIMINARY PLAN, OR THE START OF DEVELOPMENT OF THE FIRST PHASE OF SANTA RITA RANCH NORTHWEST TO THE WEST OF RONALD REAGAN BLVD, WHICH EVER OCCURS FIRST.
11. A RIGHT TURN LANE SHALL BE CONSTRUCTED ON RONALD REAGAN BLVD AT AUGUSTINE WAY WITH THE CONSTRUCTION OF AUGUSTINE WAY. A LEFT TURN LANE ON RONALD REAGAN BLVD AT AUGUSTINE WAY WILL BE DETERMINED BASED ON A TRAFFIC STUDY TO BE SUBMITTED CONCURRENTLY WITH THE CONSTRUCTION PLANS FOR AUGUSTINE WAY.

DESIGNED BY:

DRAFTED BY:

REVISION	DATE

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
North Office
12129 RR 620 N., Ste. 600
Austin, Texas 78750
Phone No. (512) 280-5160
Main Office
5501 West William Cannon Dr.
Austin, Texas 78749
Fax No. (512) 280-5165

SHEET NAME: OVERALL PRELIMINARY PLAT

JOB NAME: SANTA RITA RANCH PHASE 1

PROJECT: PRELIMINARY PLAT REVISION 3

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
F3791

5-13-2020

DATE: May 20

JOB NUMBER: 5009

SHEET: 1 OF 3

SHEET NO.: 1

FILE PATH: J:\4CD\5009\dwg\PHASE 1 PRELIM REV (3)SRR Phase 1 Preliminary Revision 3.dwg - May 13, 2020 - 2:07pm

SANTA RITA
INVESTMENTS, LTD
(138.71 AC)
DOC NO 2012105943

17
AMENITY/O.S./D.E.

EXISTING
BRAUN POND
(TO REMAIN)

SIERRA LISA COVE

ROSETTA WAY

CALABRIA DRIVE

TIERRA ROSA BOULEVARD

MARINA DRIVE

RANGEL DRIVE

FUTURE
SCHOOL
SITE

D.E. &
OPEN
SPACE

D.E.,
P.U.E., &
OPEN
SPACE

AVENDITA LANE

CORONELLA DRIVE

NIGHT BLOOM PATH

FORTUNA LANE

FORTUNA
COURT

CHRISTIAN COURT

ALAN
PLACE

TEMPORARY
TURNAROUND
EASEMENT

0.864
AC.
OPEN
SPACE,
D.E.,
W.W.E.,
&
L.S.E.

0.476 AC.
W.W. ESMT.

1.297
AC.
OPEN
SPACE,
D.E.,
W.W.E.,
&
L.S.E.

MATCHLINE– SEE SHEET 3

MATCHLINE– SEE SHEET 3

0 100' 200'

SCALE: 1" = 100'

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
W.W. ESMT.	WASTE WATER EASEMENT

DESIGNED BY:

DRAFTED BY:

DATE

REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
North Office
12129 RR 620 N., Ste. 600
Austin, Texas 78750
Phone No. (512) 280-5160
Main Office
5501 West William Cannon Dr.
Austin, Texas 78749
Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 1 OF 2

JOB NAME: SANTA RITA RANCH PHASE 1

PROJECT: PRELIMINARY PLAT REVISION 3

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

5-13-2020

DATE
May 20

JOB NUMBER
5009

SHEET
2 OF 3

SHEET NO.
2

FILE PATH: I:\ACAD\5009\dwg\PHASE 1 PRELIM REV\ 3\SRR Phase 1 Preliminary Revision 3.dwg - May 13, 2020 - 2:13pm



FILE PATH:J:\AC3D\5009\dwg\PHASE 1 PRELIM REV 3\SRR Phase 1 Preliminary Revision 3.dwg - May 13, 2020 - 2:14pm

DESIGNED BY:
DRAFTED BY:
DATE
REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr.
Austin, Texas 78749
Phone No. (512) 280-5160
North Office
12129 RR 620 N., Ste. 600
Austin, Texas 78750
Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 2 OF 2
JOB NAME: SANTA RITA RANCH PHASE 1
PROJECT: PRELIMINARY PLAT REVISION 3

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
5-13-2020

DATE May 20
JOB NUMBER 5009
SHEET 3 OF 3
SHEET NO. 3

Commissioners Court - Regular Session **58.**

Meeting Date: 05/19/2020

EMS Week Recognition

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the resolution for Williamson County EMS proclaiming May 17-23, 2020 as Emergency Medical Services Week.

Background

Consider approving the WCEMS resolution recognizing May 17-23, 2020 as Emergency Medical Services Week. EMS is a vital public service. The WCEMS System is ready to provide lifesaving care to those in need 24-hours a day, seven days a week; and access to quality emergency care improves the survival and recovery rate of those experiencing sudden illness or injury.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EMS Week

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/05/2020 01:17 PM
Form Started By: Michael Knipstein		Started On: 05/05/2020 12:54 PM
Final Approval Date: 05/05/2020		

State of Texas
County of Williamson
Know all men by these presents:

THAT ON THIS, the 19th day of May 2020, the Commissioners' Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

RESOLUTION

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of the Williamson County EMS system are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, the Williamson County Emergency Communications 911 dispatchers and their peers throughout the county ensure lifesaving help is a phone call away; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency medical technicians at Williamson County EMS and its partner first responder organizations; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, Be It Resolved that the Williamson County Commissioners Court declares the week of May 17-23, 2020, as

EMERGENCY MEDICAL SERVICES WEEK

We encourage the community to get to know their EMS providers.

RESOLVED THIS 19th DAY OF MAY 2020

Attest: _____
Bill Gravell, Jr.
Williamson County Judge

Commissioners Court - Regular Session **59.**

Meeting Date: 05/19/2020

Presentation WCAD Alvin Lankford

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation from Alvin Lankford, Chief Appraiser, Williamson Central Appraisal District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2020 Williamson County Valuation Update

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/06/2020 05:00 PM
Form Started By: Ashlie Koenig		Started On: 05/06/2020 02:56 PM
Final Approval Date: 05/06/2020		



WILLIAMSON COUNTY 2020 VALUE UPDATE
MAY 19, 2020

Alvin Lankford, RPA, CAE, AAS, CCA
WCAD Chief Appraiser
ALVINL@WCAD.ORG

WCAD
Williamson Central Appraisal District

CEAA
IAAO
CERTIFICATE OF EXCELLENCE IN ASSESSMENT ADMINISTRATIO

COVID-19 CORONAVIRUS – WCAD RESPONSE

Governor & Comptroller Requests from Appraisal Districts



Ability to utilize 2019 certified values for 2020 appraisal notices to mitigate increases in protest levels during a time where offices are closed and having visitors would be disastrous to the pandemic in Texas



Lowering the level of appraisal required in the Property Value Study to the international standard of 90%-110% instead of the 95-105% required by current statute. Allowing for more conservative values to mitigate increases in protest levels with no harm in state funding for schools

While the governor's and the comptroller's staffs considered and researched these two proposals, they concluded that such measures would require legislative action and could not be implemented by any one state official, state agency, or individual chief appraiser.



Additional requests are being made to the Governor's office to assist appraisal districts in using social distancing during protest seasons while also increasing efficiency

1-person ARB Panels

Telephone or Online ARB hearings

Others

Attorney General Request – 11.35 Exemption for Property Damaged in a Disaster

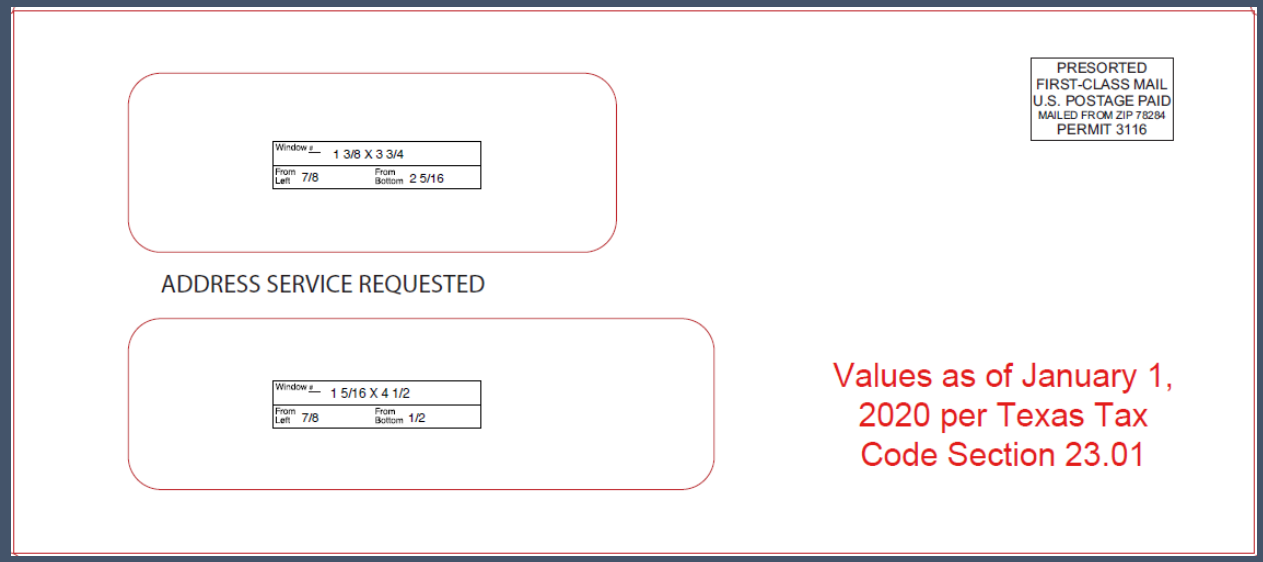
- Hurricane Harvey Disaster Bill – Does this apply to COVID-19 Statewide Disaster?
  - *Levels 1-4 of disaster exemption 15%, 30%, 60%, 100%*
  - *All but level 1 clearly state physical damage to the property*
  - *Level 1 damage means the property "suffered minimal damage and may continue to be used as intended." Levels II-IV are more explicit in their descriptions of damage to the property itself. Tex. Tax Code Ann. § 11.35.*
- Per Peter Smith (Attorney for Dallas CAD) Unless the Texas Attorney General concludes that the statute may include economic damage caused by Covid-19, or if the Governor suspends portions of the statute which limits the type of damages to physical damages the exemption will not apply absent physical damages.
- AG opinion request filed by Sen. Bettencourt (Houston) last week
- Representative Shine (Bell County) co-author of the bill wrote AG and indicated the intent and his thought is that the bill does not apply
- An AG determination will help appraisal districts know whether to approve or deny exemption applications

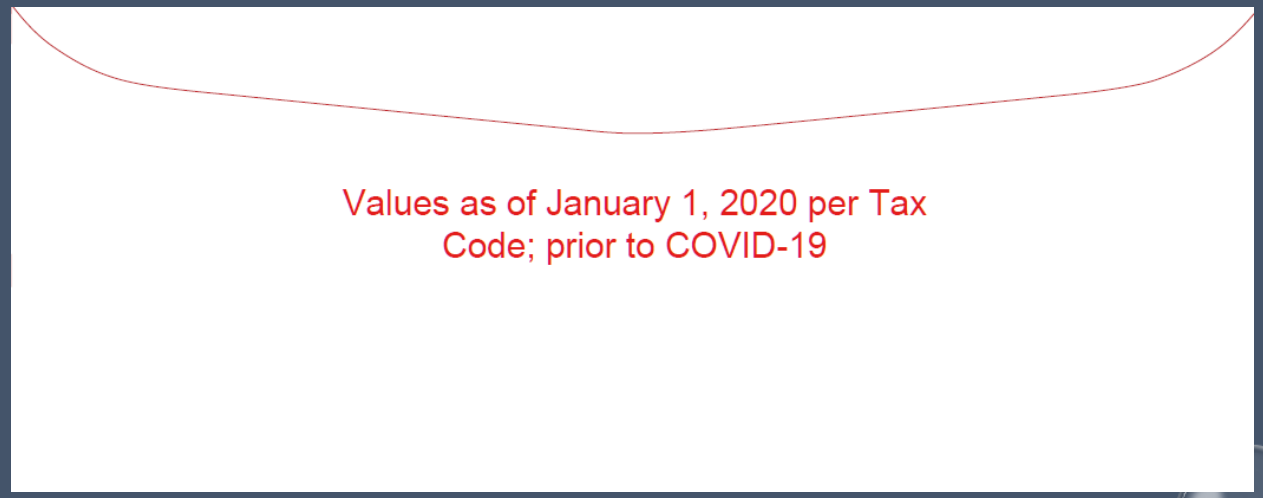
WCAD – Appraisal Level for 2020 appraisals

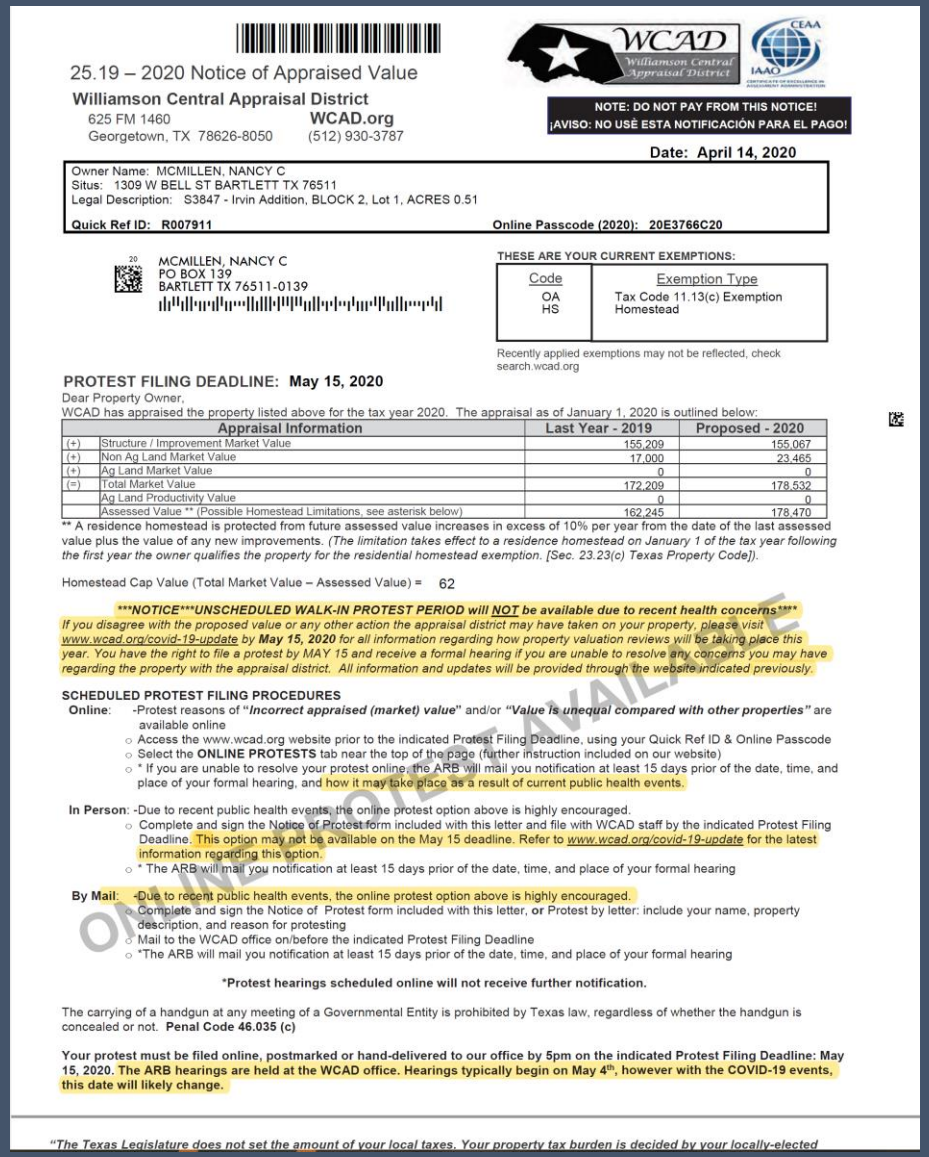
- Considering the failed effort to obtain assistance on valuations from State officials WCAD looked within the current statute requirements for answers
- 2020 is a Property Value Study (PVS) year for WCAD. Current statute requires appraisal levels to be 95-105% of market value and the Comptroller audits appraisal districts for compliance
- In hopes of mitigating protest level increases during this pandemic and minimize social interaction. WCAD conferred with the Board of Directors to determine a solution that would stay within the appraisal levels required and mitigate increased protest levels
  - *The decision was made to send conservative valuations at the lower end of the range allowed within the PVS*

Appraisal notice notifications









25.19 – 2020 Notice of Appraised Value

Williamson Central Appraisal District
625 FM 1460
Georgetown, TX 78626-8050
WCAD.org
(512) 930-3787

NOTE: DO NOT PAY FROM THIS NOTICE!
¡AVISO: NO USÈ ESTA NOTIFICACIÓN PARA EL PAGO!

Date: April 14, 2020

Owner Name: MCMILLEN, NANCY C
Situs: 1309 W BELL ST BARTLETT TX 76511
Legal Description: S3847 - Irvin Addition, BLOCK 2, Lot 1, ACRES 0.51

Quick Ref ID: R007911 **Online Passcode (2020): 20E3766C20**

MCMILLEN, NANCY C
PO BOX 139
BARTLETT TX 76511-0139

THESE ARE YOUR CURRENT EXEMPTIONS:

Code	Exemption Type
OA	Tax Code 11.13(c) Exemption
HS	Homestead

Recently applied exemptions may not be reflected, check search.wcad.org

PROTEST FILING DEADLINE: May 15, 2020

Dear Property Owner,
WCAD has appraised the property listed above for the tax year 2020. The appraisal as of January 1, 2020 is outlined below:

	Appraisal Information	Last Year - 2019	Proposed - 2020
(+)	Structure / Improvement Market Value	155,209	155,067
(+)	Non Ag Land Market Value	17,000	23,465
(+)	Ag Land Market Value	0	0
(=)	Total Market Value	172,209	178,532
	Ag Land Productivity Value	0	0
	Assessed Value ** (Possible Homestead Limitations, see asterisk below)	162,245	178,470

** A residence homestead is protected from future assessed value increases in excess of 10% per year from the date of the last assessed value plus the value of any new improvements. *(The limitation takes effect to a residence homestead on January 1 of the tax year following the first year the owner qualifies the property for the residential homestead exemption. [Sec. 23.23(c) Texas Property Code]).*

Homestead Cap Value (Total Market Value – Assessed Value) = 62

******NOTICE***UNSCHEDULED WALK-IN PROTEST PERIOD will NOT be available due to recent health concerns*******
If you disagree with the proposed value or any other action the appraisal district may have taken on your property, please visit www.wcad.org/covid-19-update by ***May 15, 2020*** *for all information regarding how property valuation reviews will be taking place this year. You have the right to file a protest by MAY 15 and receive a formal hearing if you are unable to resolve any concerns you may have regarding the property with the appraisal district. All information and updates will be provided through the website indicated previously.*

SCHEDULED PROTEST FILING PROCEDURES

Online: -Protest reasons of "***Incorrect appraised (market) value***" and/or "***Value is unequal compared with other properties***" are available online
- Access the www.wcad.org website prior to the indicated Protest Filing Deadline, using your Quick Ref ID & Online Passcode
- Select the **ONLINE PROTESTS** tab near the top of the page (further instruction included on our website)
- * If you are unable to resolve your protest online, the ARB will mail you notification at least 15 days prior of the date, time, and place of your formal hearing, and how it may take place as a result of current public health events.

In Person: -Due to recent public health events, the online protest option above is highly encouraged.
- Complete and sign the Notice of Protest form included with this letter and file with WCAD staff by the indicated Protest Filing Deadline. This option may not be available on the May 15 deadline. Refer to *www.wcad.org/covid-19-update* for the latest information regarding this option.
- * The ARB will mail you notification at least 15 days prior of the date, time, and place of your formal hearing

By Mail: -Due to recent public health events, the online protest option above is highly encouraged.
- Complete and sign the Notice of Protest form included with this letter, **or** Protest by letter: include your name, property description, and reason for protesting
- Mail to the WCAD office on/before the indicated Protest Filing Deadline
- *The ARB will mail you notification at least 15 days prior of the date, time, and place of your formal hearing

***Protest hearings scheduled online will not receive further notification.**

The carrying of a handgun at any meeting of a Governmental Entity is prohibited by Texas law, regardless of whether the handgun is concealed or not. **Penal Code 46.035 (c)**

Your protest must be filed online, postmarked or hand-delivered to our office by 5pm on the indicated Protest Filing Deadline: May 15, 2020. The ARB hearings are held at the WCAD office. Hearings typically begin on May 4th, however with the COVID-19 events, this date will likely change.

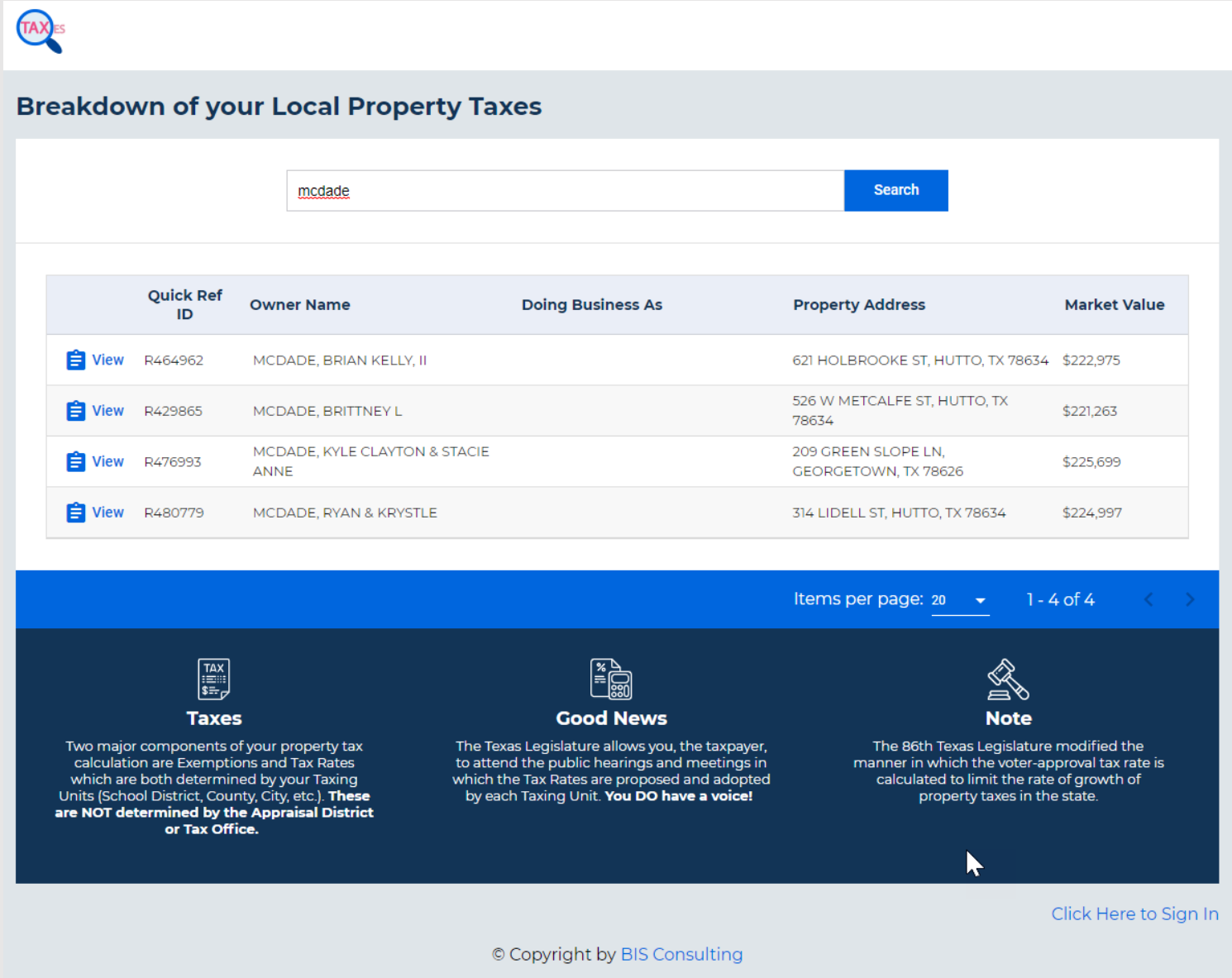
"The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally-elected

NOTICE FORM ADDITIONS

SB2 -TAX RATE WEBSITE

http://Williamsonpropertytaxes.org

Williamsonpropertytaxes.org



MCDADE, KYLE CLAYTON & STACIE ANNE
209 GREEN SLOPE LN, GEORGETOWN, TX 78626

Quick Ref ID: R476993
Owner ID: O0480880
Geo ID: R-20-9165-000A-0026

Taxes

Two major components of your property tax calculation are Exemptions and Tax Rates which are both determined by your Taxing Units (School District, County, City, etc.). **These are NOT determined by the Appraisal District or Tax Office.**

Taxing Unit	Last Year's Taxes (2018)	No New Revenue Taxes (2019)	Voter-Approval Taxes (2019)	Proposed Taxes (2019)	Adopted Taxes (2019)	Difference Between No New Revenue and Proposed (2019)
Williamson CAD	N/A	N/A	N/A	N/A	N/A	N/A
City of Georgetown	$925.72 0.420000	$912.06 0.413261	$926.94 0.420000	$926.94 0.420000	$926.94 0.420000	$14.87 0.006739
Georgetown Independent School District	$2,823.78 1.409000	$2,726.09 1.358300	$2,687.36 1.339000	$2,687.36 1.339000	$2,687.36 1.339000	-$38.73 -0.019300
Williamson County	$944.53 0.419029	$915.93 0.405821	$945.04 0.418719	$1,052.95 0.466529	$945.04 0.418719	$137.02 0.060708
Williamson County FM/RD	$88.96 0.040000	$86.09 0.038656	$89.08 0.040000	$89.08 0.040000	$89.08 0.040000	$2.99 0.001344
Total	**$4,783.00**	**$4,640.18**	**$4,648.42**	**$4,756.33**	**$4,648.42**	**$116.15**

NO NEW REVENUE RATE
A calculated rate that would provide the taxing unit with approximately the same amount of revenue it received in the previous year on properties taxed in both years. This rate calculation does not include the impact of additional tax revenue resulting from new construction.

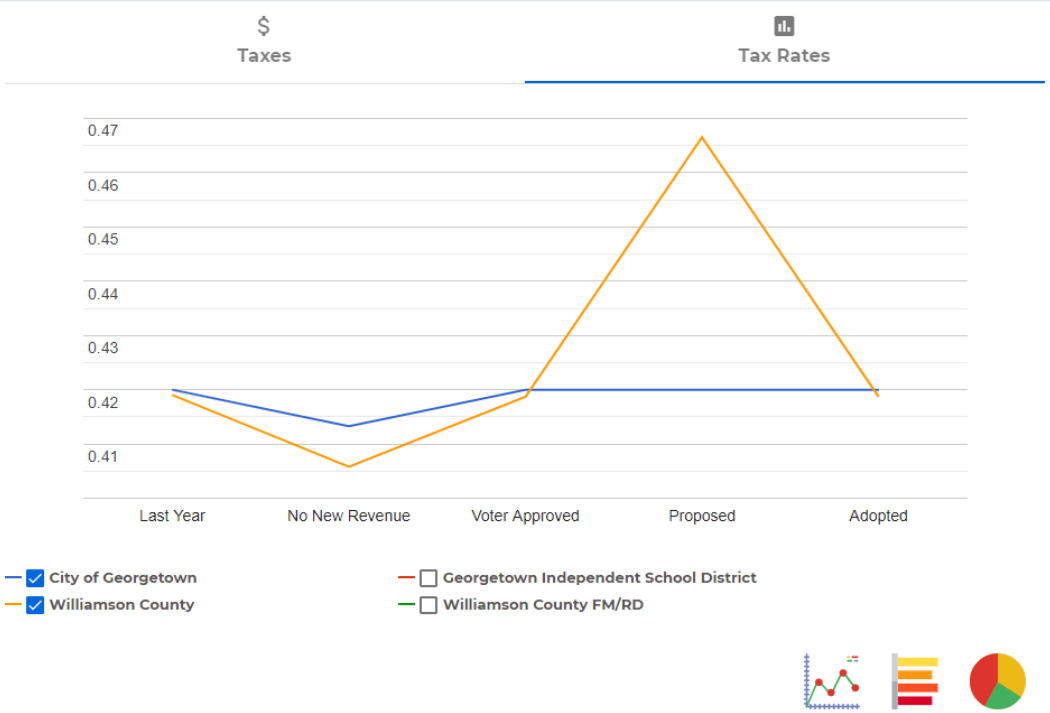
VOTER-APPROVAL RATE
Tax rate level that allows the taxing jurisdiction to collect more taxes, not including debt repayment, than the previous year. This is the maximum tax increase allowed by law without triggering an election to "rollback" the taxes.

PROPOSED RATE
This is the tax rate that is proposed by the taxing unit.

ADOPTED RATE
This is the tax rate that was adopted by the taxing unit for the specified tax year.

Tax Calculation:

Taxes Due = (Taxable Value * Tax Rate) / 100 Taxable Value = Assessed Value – Exemptions
Exemptions might include Homestead, Over65, Disabled Person, Disabled Veteran, etc.



Tax Rate Public Hearings

Good News: The Texas Legislature allows you, the taxpayer, to attend the public hearings and meetings in which the Tax Rates are proposed and adopted by each Taxing Unit. **You do have a voice!**
Below is the date / time / location of every public hearing and public meeting in which the Tax Rates are proposed and adopted.

City of Georgetown (view details)
No public hearings scheduled

Georgetown Independent School District (view details)
No public hearings scheduled

Williamson County (view details)
No public hearings scheduled

Williamson County FM/RD (view details)
No public hearings scheduled

Taxable Values

Two major components of your property tax calculation are Exemptions and Tax Rates which are both determined by your Taxing Units (School District, County, City, etc.). **These are NOT determined by the Appraisal District or Tax Office.**

Taxing Unit	Year	Assessed Value	Exemption Amount	Taxable Value
Williamson CAD	**2019** 2018	**$225,699** $225,410	**$0** $0	**$225,699** $225,410
City of Georgetown	**2019** 2018	**$225,699** $225,410	**$5,000** $5,000	**$220,699** $220,410
Georgetown Independent School District	**2019** 2018	**$225,699** $225,410	**$25,000** $25,000	**$200,699** $200,410
Williamson County	**2019** 2018	**$225,699** $225,410	**$0** $0	**$225,699** $225,410
Williamson County FM/RD	**2019** 2018	**$225,699** $225,410	**$3,000** $3,000	**$222,699** $222,410

Tax Calculation:

Taxes Due = (Taxable Value * Tax Rate) / 100 Taxable Value = Assessed Value – Exemptions
Exemptions might include Homestead, Over65, Disabled Person, Disabled Veteran, etc.

Exemptions and Tax Rates are both determined by your Taxing Units (School District, County, City, etc.) Market Value and Assessed Value are both determined by your Appraisal District

Public Feedback

The property owner is invited to provide feedback regarding the Proposed Tax rates for the Taxing Units listed below. Please enter your contact information, enter your feedback, and press submit.

Email Enter email

Phone Number Enter phone number

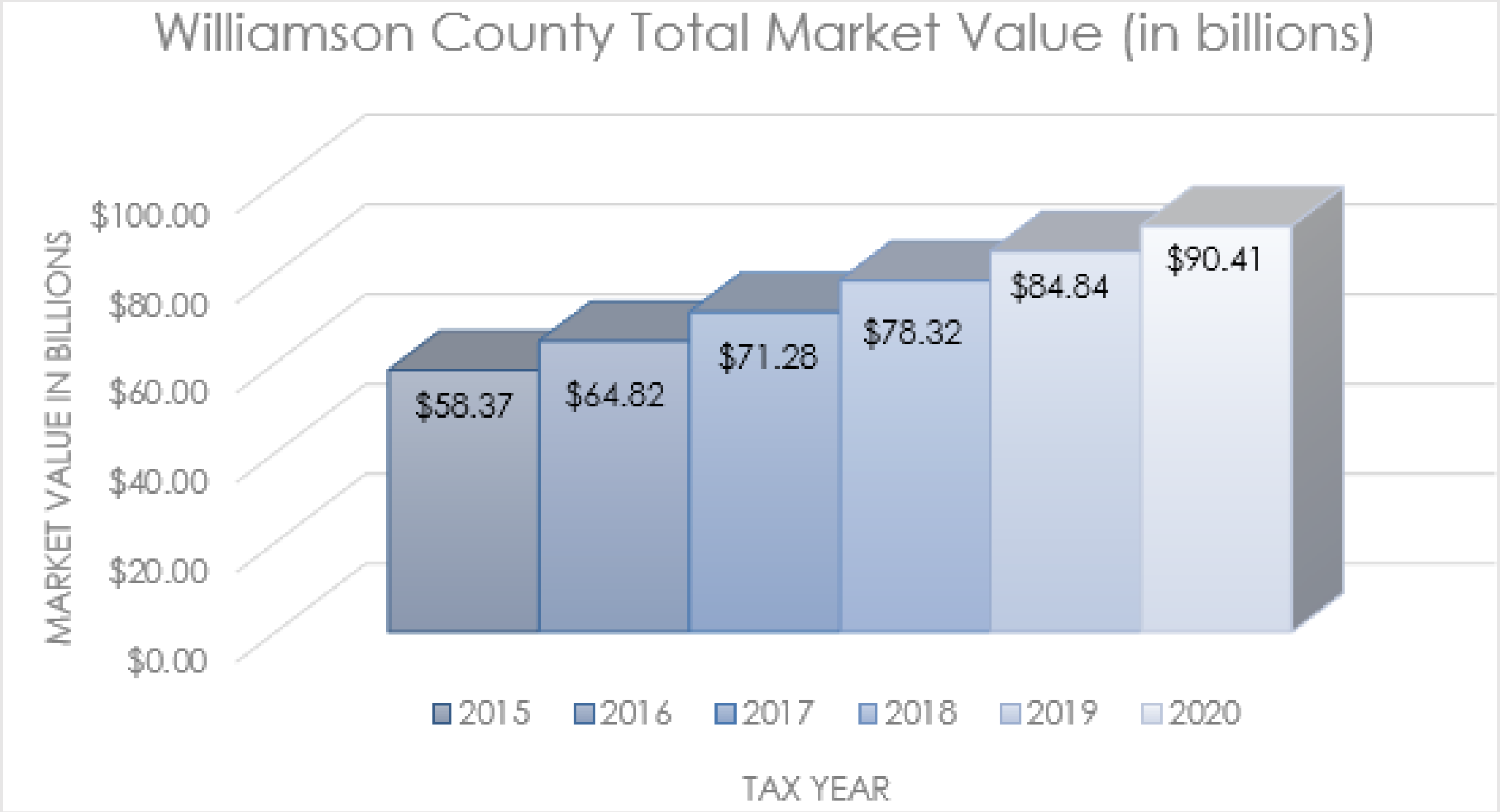
Taxing Unit	Proposed Taxes (2019)	I support the proposed tax rate	Comments:
City of Georgetown	**0.420000** $926.94	◯ Yes ◯ No	
Georgetown Independent School District	**1.339000** $2,687.36	◯ Yes ◯ No	
Williamson County	**0.466529** $1,052.95	◯ Yes ◯ No	
Williamson County FM/RD	**0.040000** $89.08	◯ Yes ◯ No	

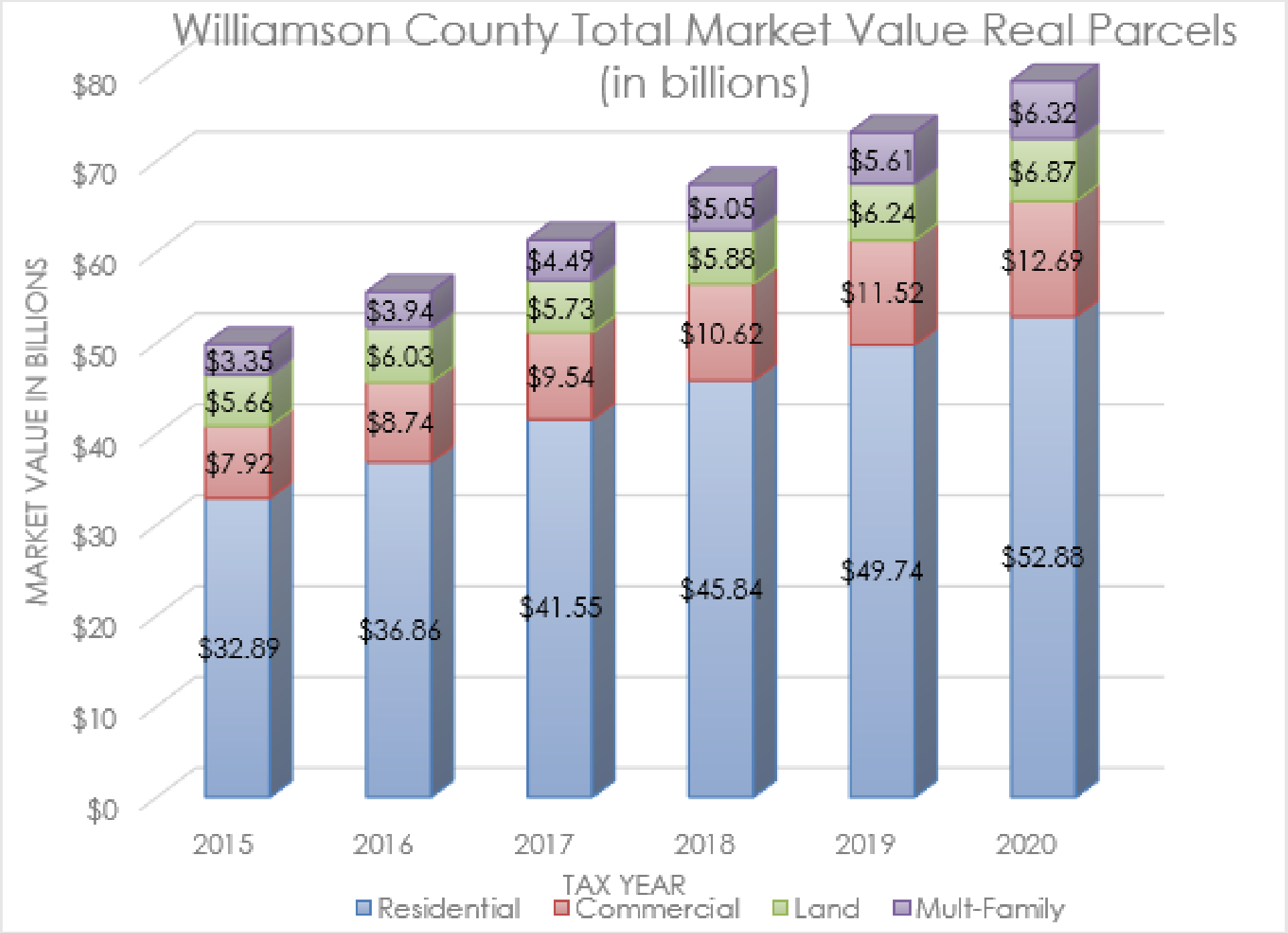
I'm not a robot reCAPTCHA Privacy - Terms

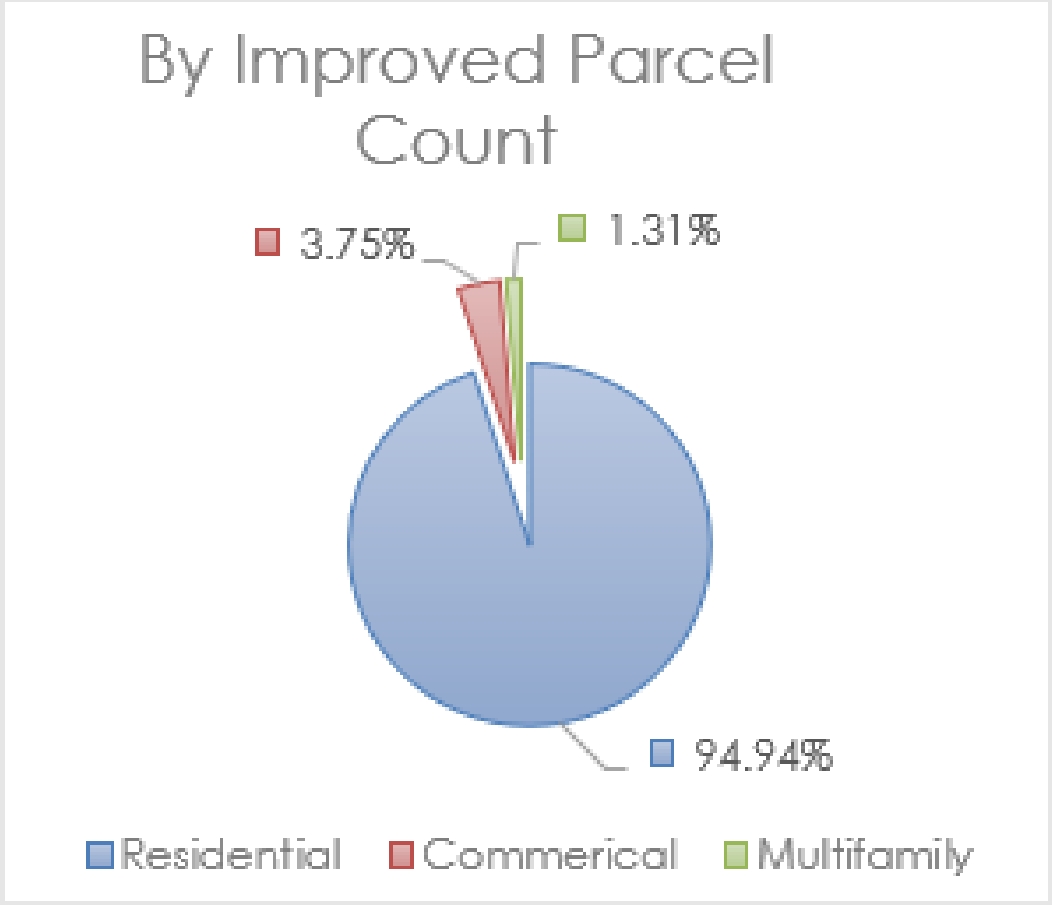
Submit Feedback

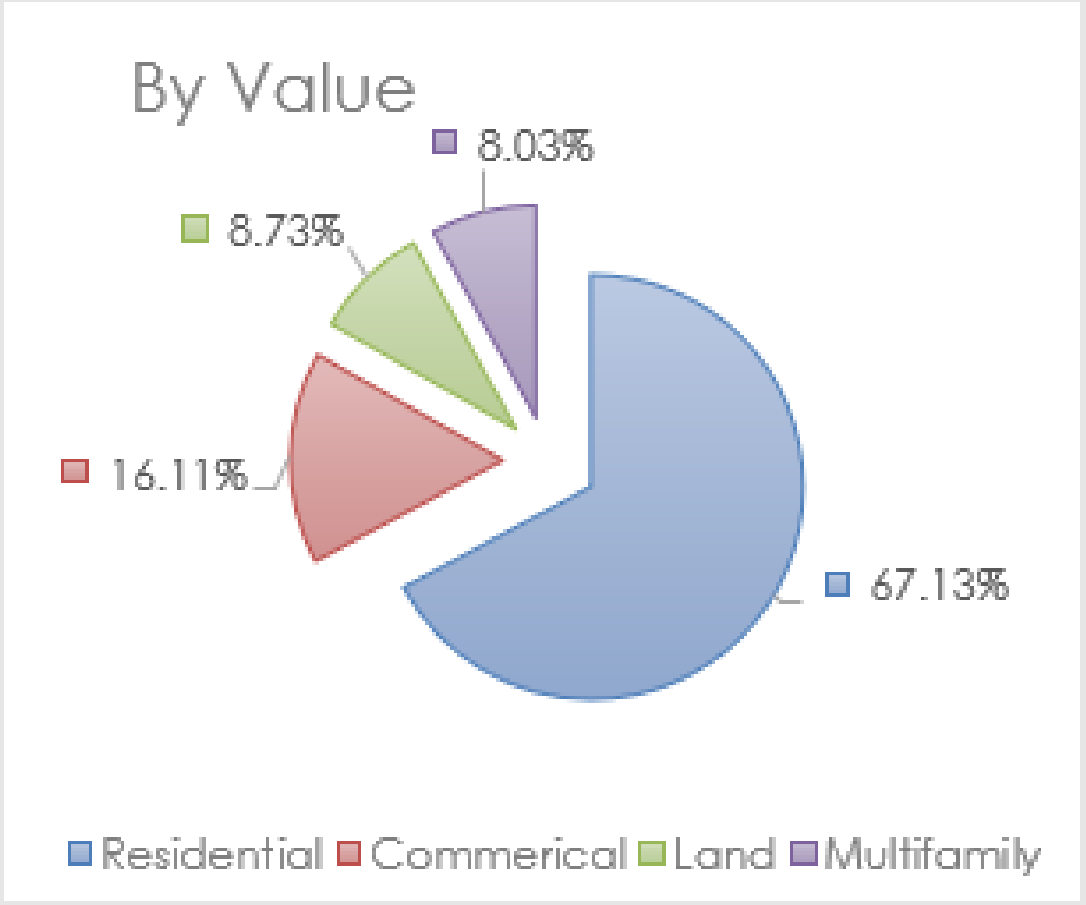
WCAD APPRAISAL DATA 2020

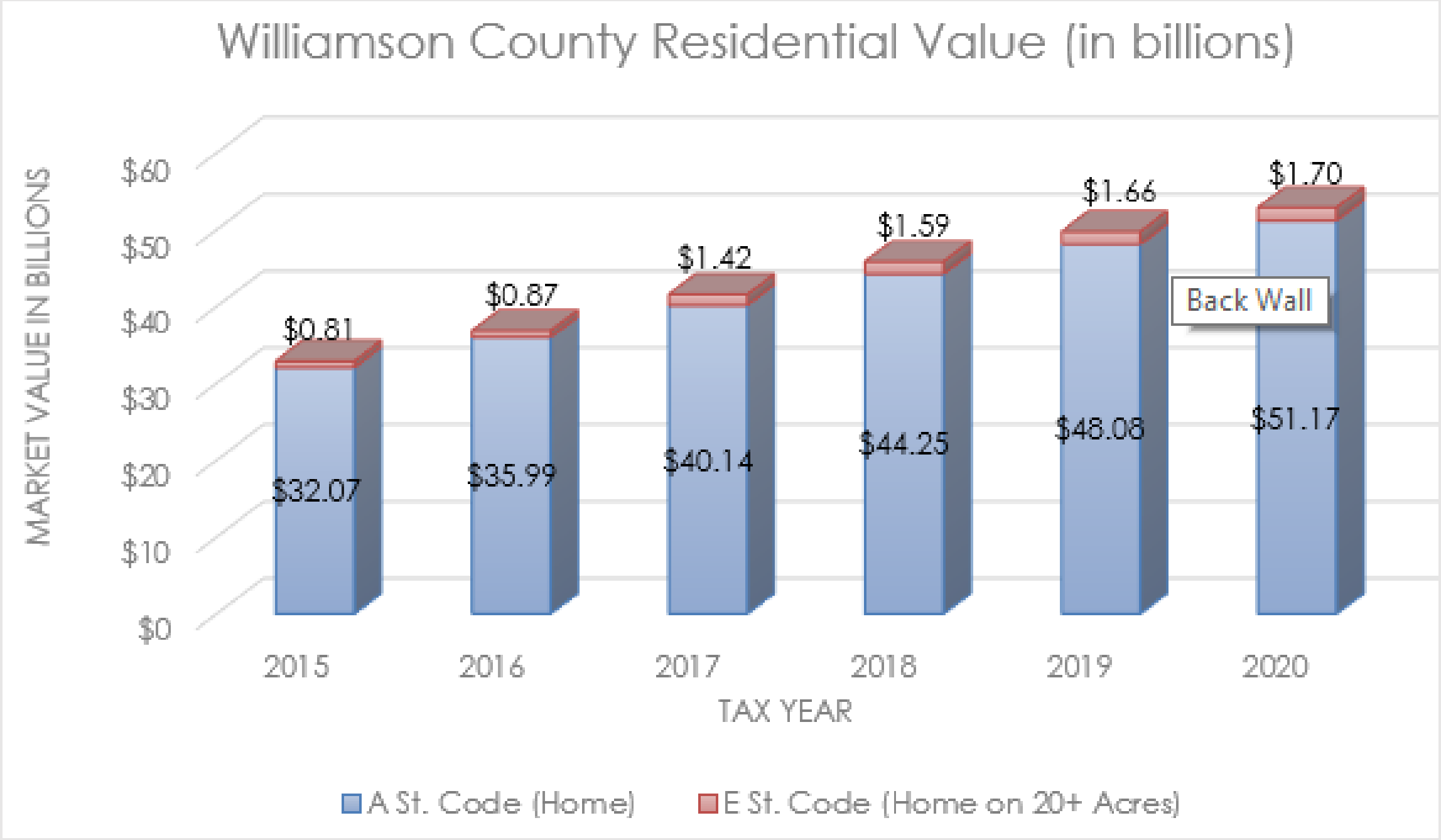
Follow along with your specific data on page 30-40 of the information emailed to you this morning

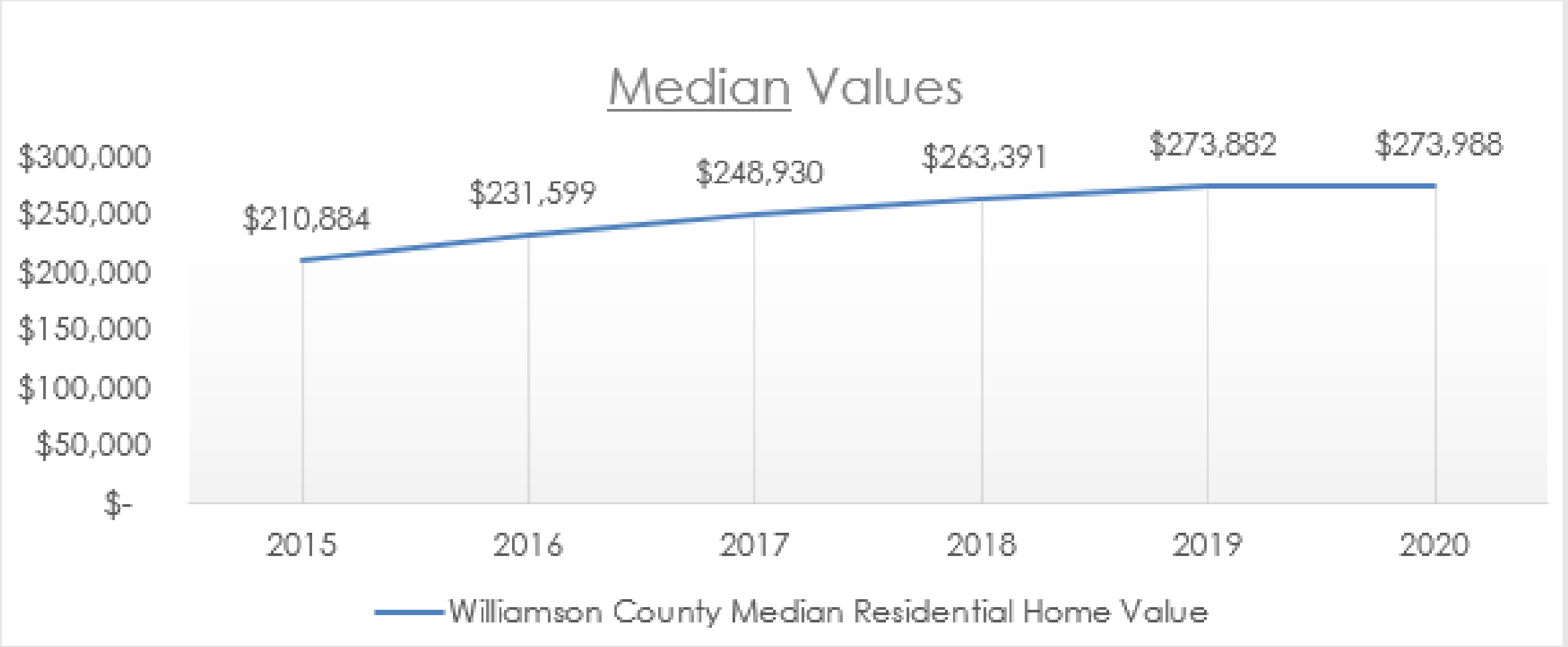

Williamson County Total Market Value (in billions)
MARKET VALUE IN BILLIONS
$100.00
$80.00
$60.00
$40.00
$20.00
$0.00
$58.37
$64.82
$71.28
$78.32
$84.84
$90.41
2015
2016
2017
2018
2019
2020
TAX YEAR

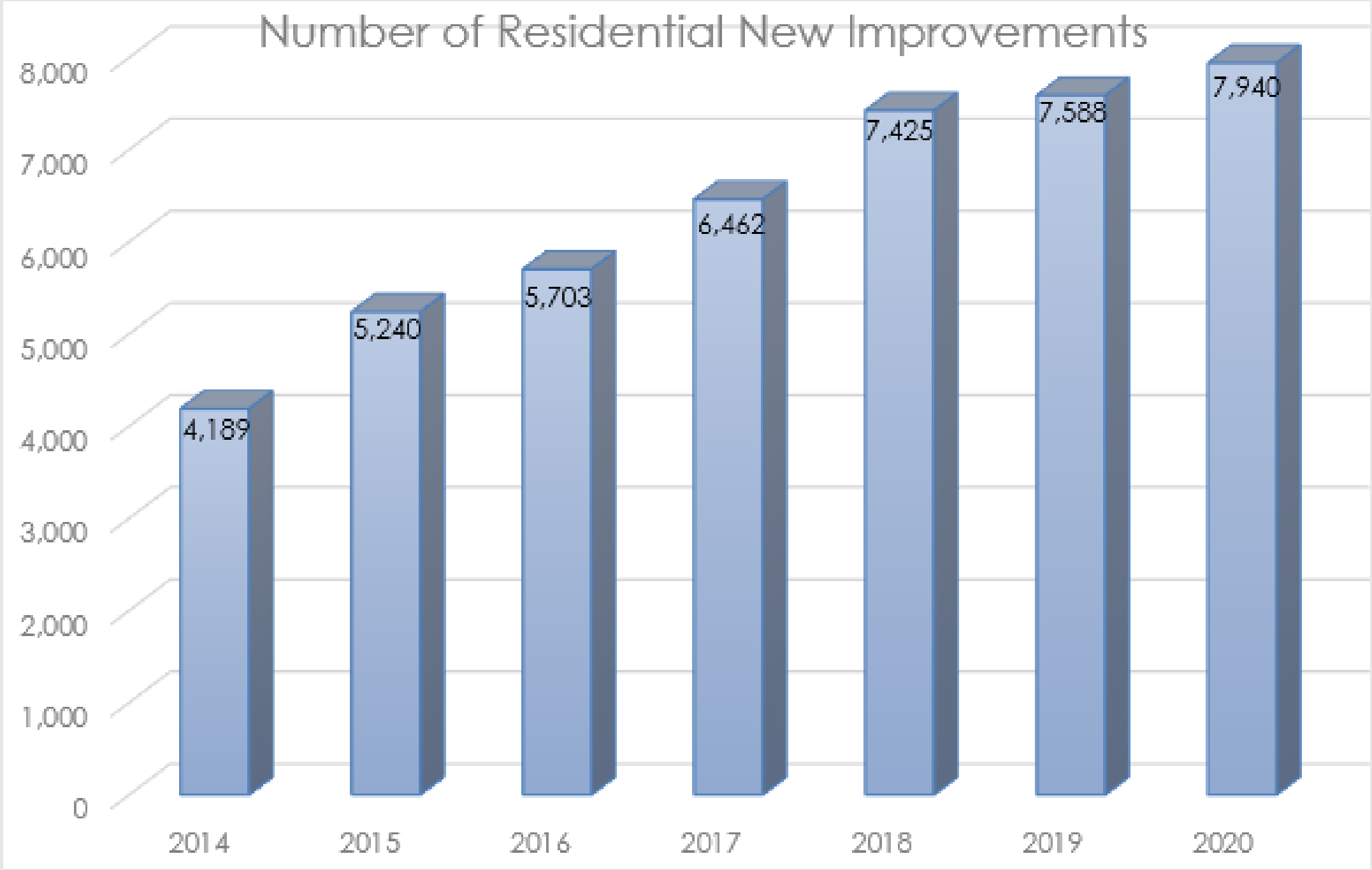

Williamson County Total Market Value Real Parcels
(in billions)
MARKET VALUE IN BILLIONS
$80
$70
$60
$50
$40
$30
$20
$10
$0
$3.35
$5.66
$7.92
$32.89
$3.94
$6.03
$8.74
$36.86
$4.49
$5.73
$9.54
$41.55
$5.05
$5.88
$10.62
$45.84
$5.61
$6.24
$11.52
$49.74
$6.32
$6.87
$12.69
$52.88
2015
2016
2017
2018
2019
2020
TAX YEAR
Residential
Commercial
Land
Mult-Family

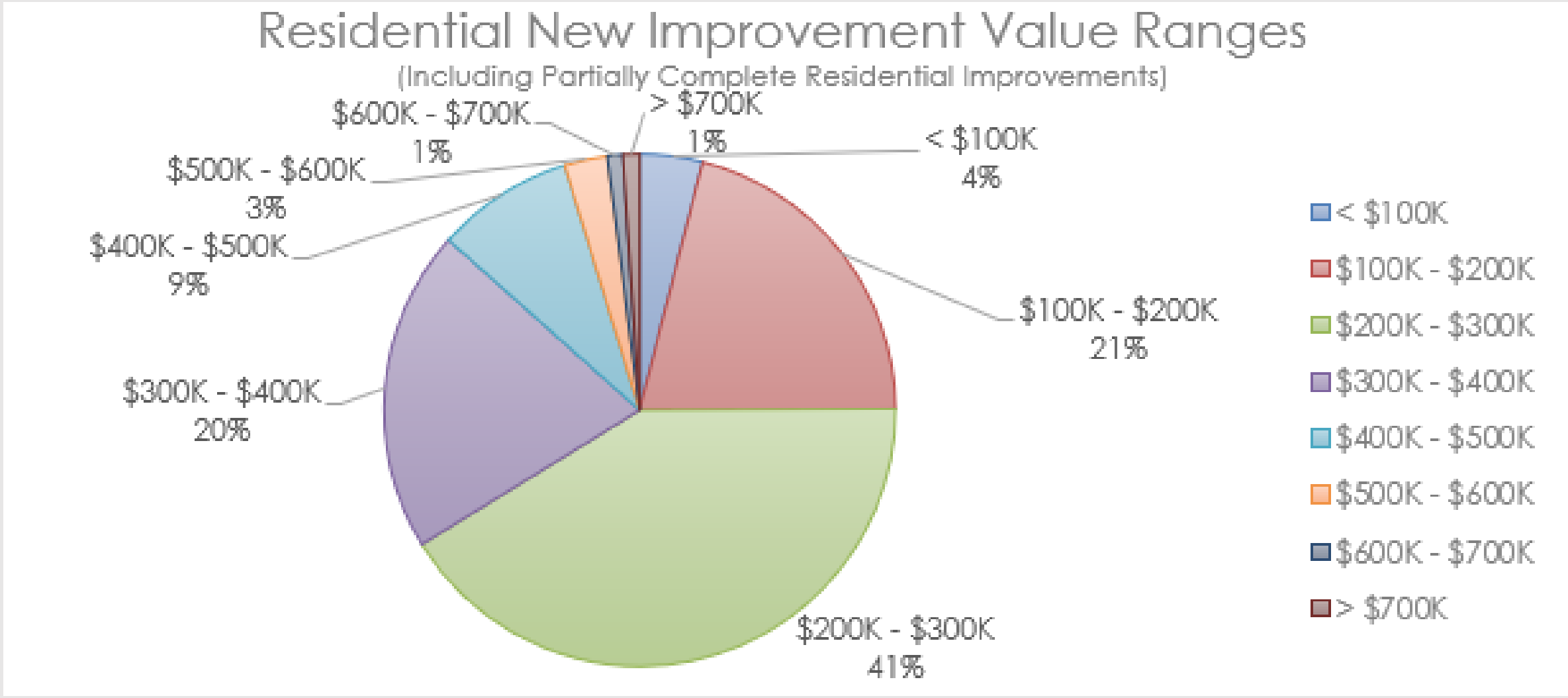

By Improved Parcel Count
3.75%
1.31%
94.94%
Residential
Commerical
Multifamily

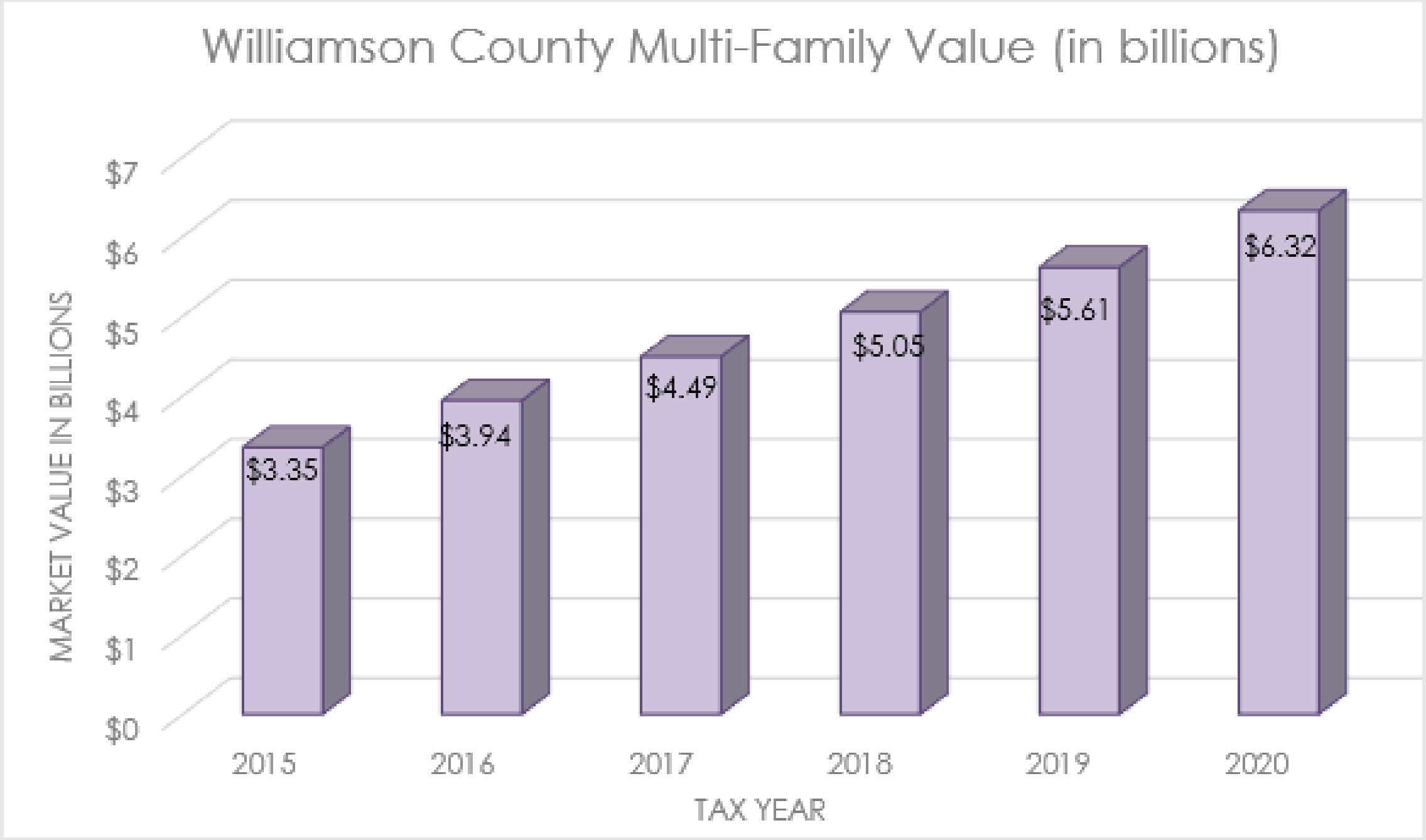

By Value
8.03%
8.73%
16.11%
67.13%
Residential
Commerical
Land
Multifamily


Williamson County Residential Value (in billions)
MARKET VALUE IN BILLIONS
$60
$50
$40
$30
$20
$10
$0
$0.81
$0.87
$1.42
$1.59
$1.66
$1.70
$32.07
$35.99
$40.14
$44.25
$48.08
$51.17
Back Wall
2015
2016
2017
2018
2019
2020
TAX YEAR
A St. Code (Home)
E St. Code (Home on 20+ Acres)

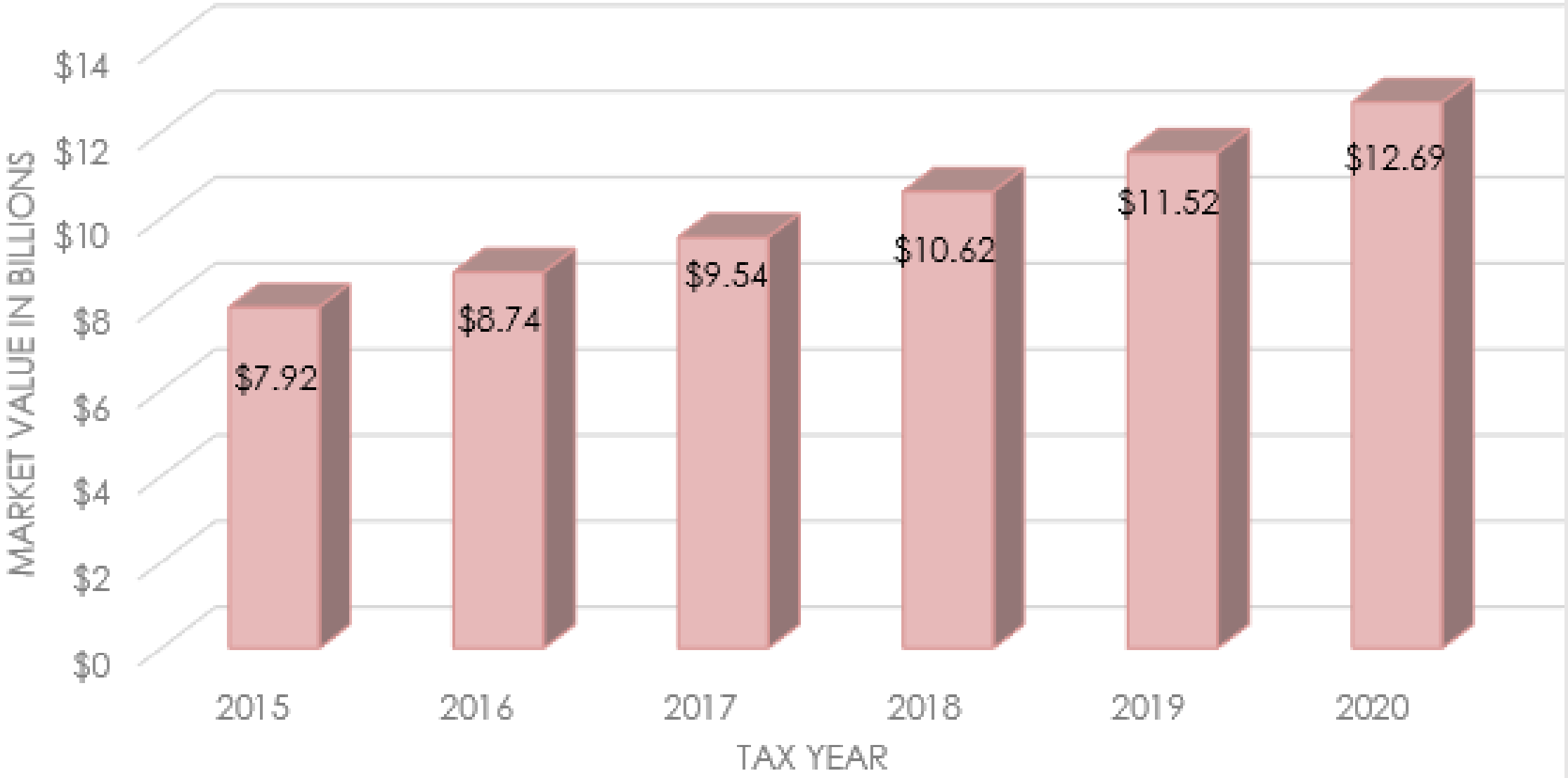

Median Values
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$-
$210,884
$231,599
$248,930
$263,391
$273,882
$273,988
2015
2016
2017
2018
2019
2020
Williamson County Median Residential Home Value

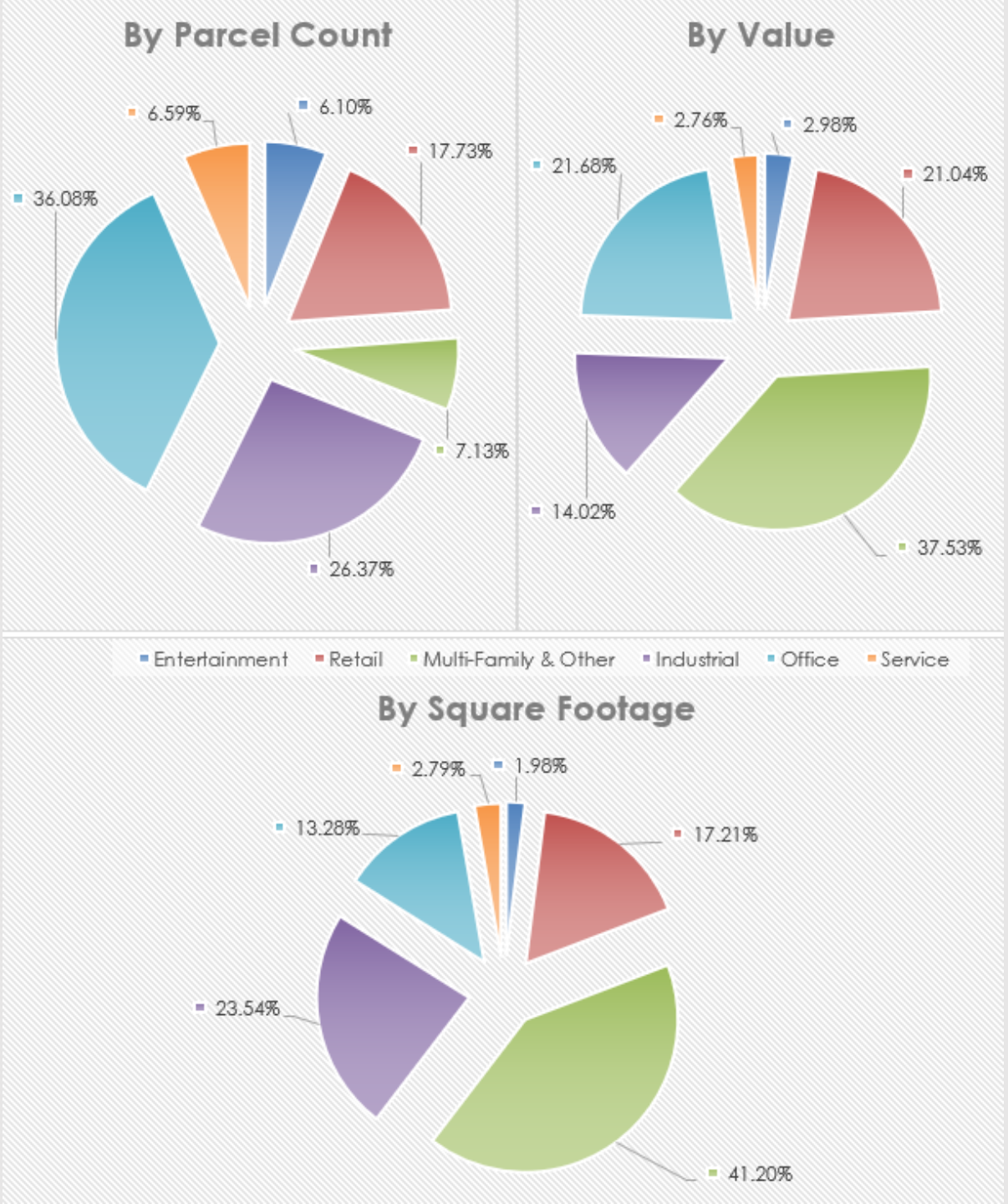

Number of Residential New Improvements
8,000
7,000
6,000
5,000
4,000
3,000
2,000
1,000
0
4,189
5,240
5,703
6,462
7,425
7,588
7,940
2014
2015
2016
2017
2018
2019
2020

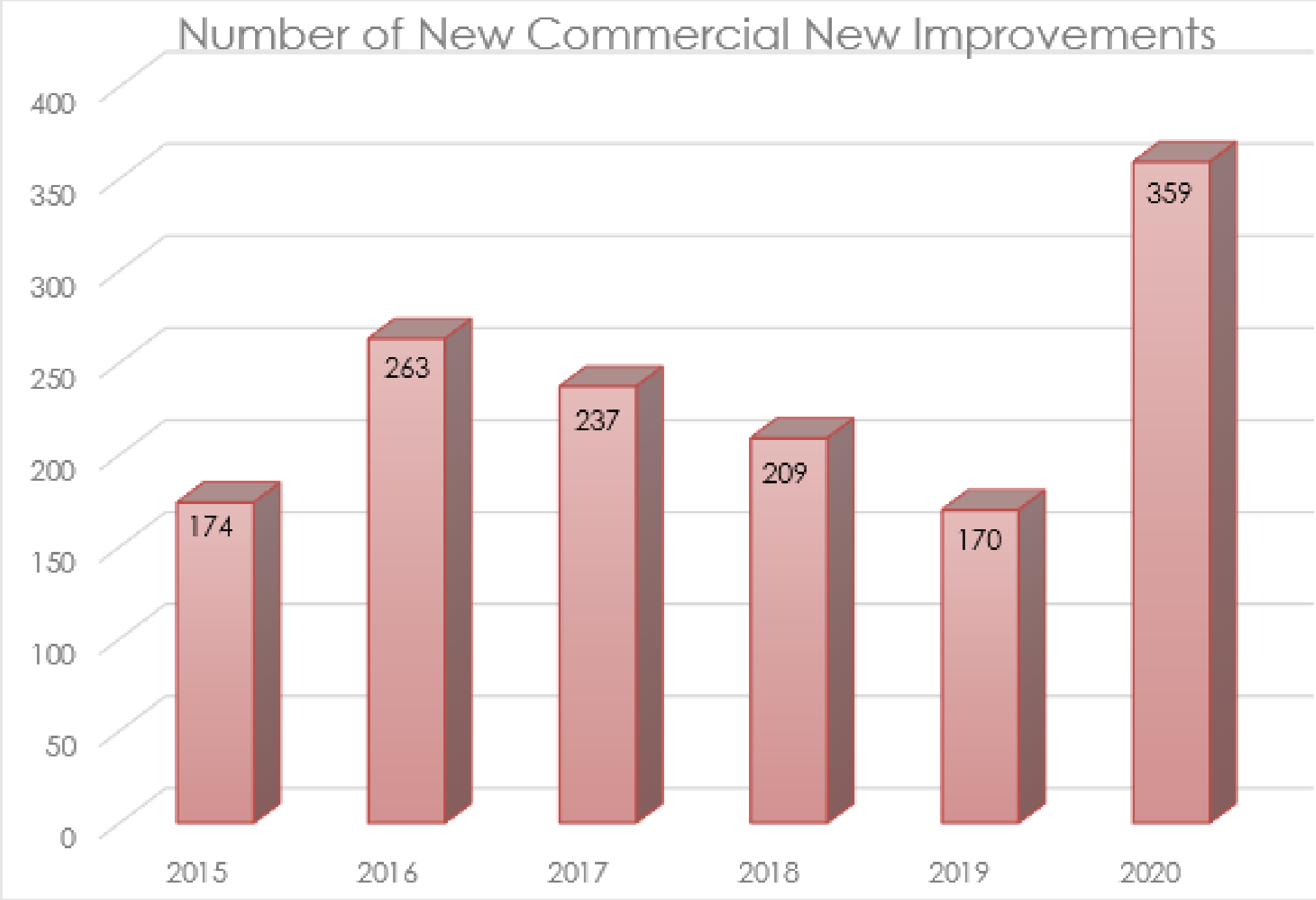

Residential New Improvement Value Ranges
(Including Partially Complete Residential Improvements)
$600K - $700K
1%
> $700K
1%
< $100K
4%
$500K - $600K
3%
$400K - $500K
9%
$100K - $200K
21%
$300K - $400K
20%
$200K - $300K
41%
< $100K
$100K - $200K
$200K - $300K
$300K - $400K
$400K - $500K
$500K - $600K
$600K - $700K
> $700K

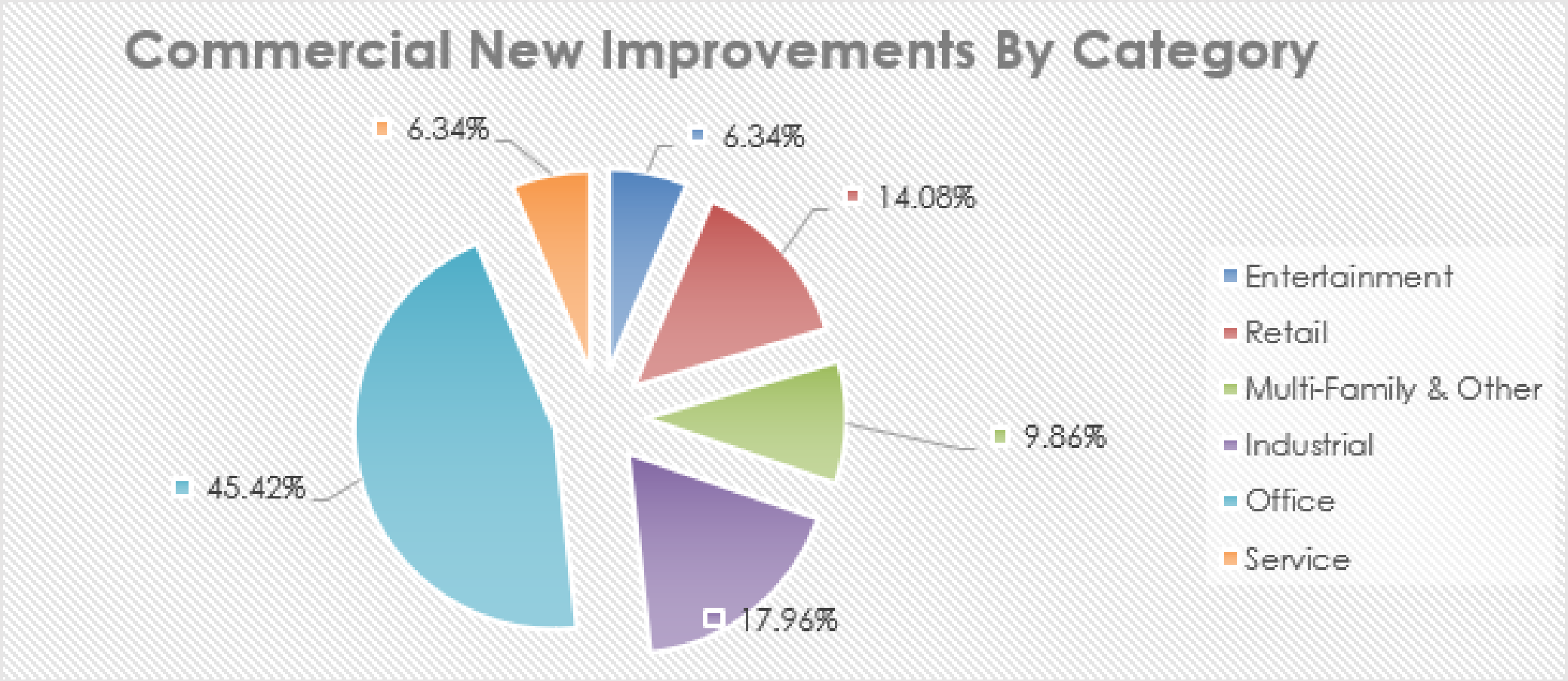

Williamson County Multi-Family Value (in billions)
MARKET VALUE IN BILLIONS
$0
$1
$2
$3
$4
$5
$6
$7
$3.35
$3.94
$4.49
$5.05
$5.61
$6.32
2015
2016
2017
2018
2019
2020
TAX YEAR

Williamson County Commercial Value (in billions)

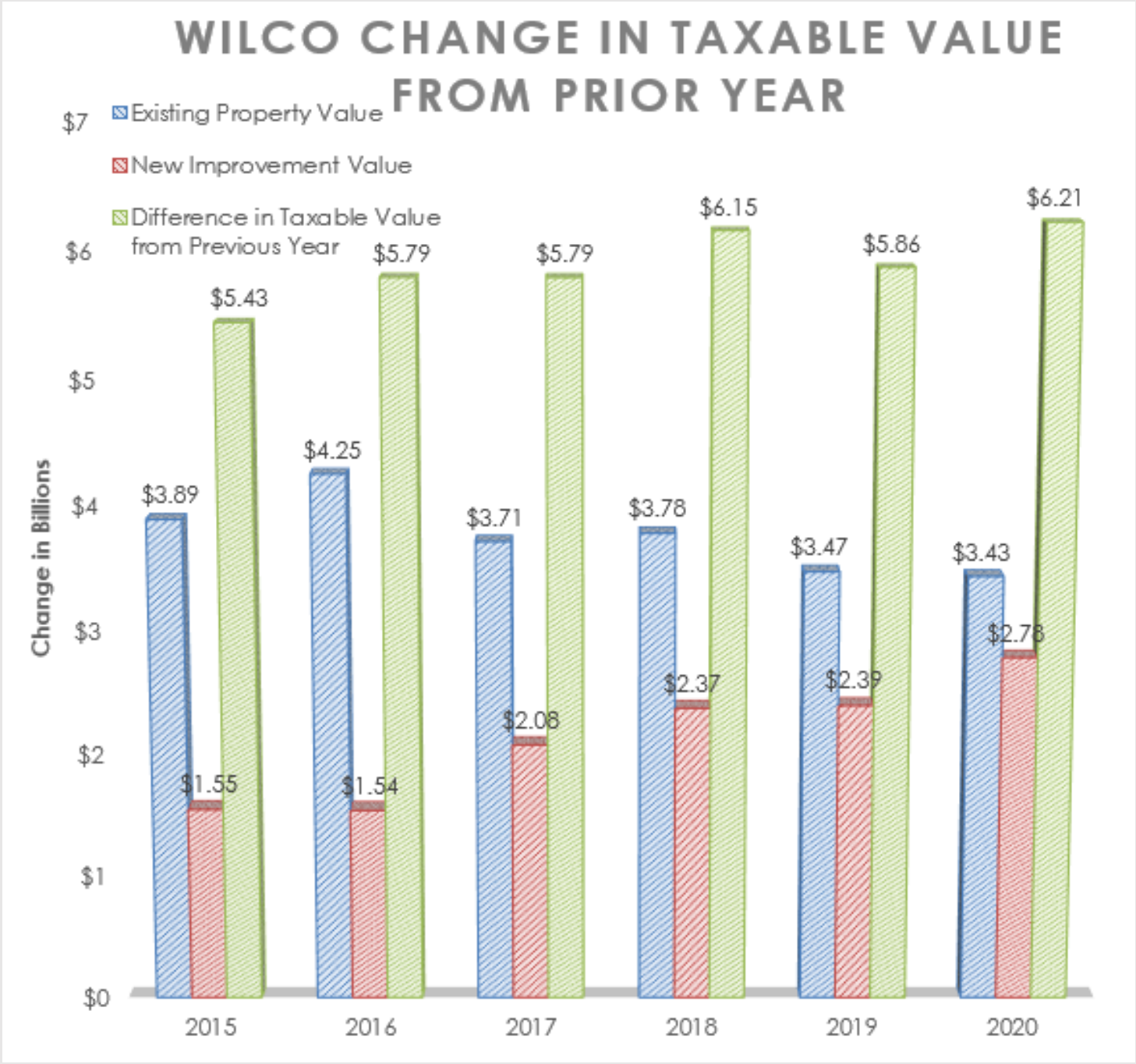



By Parcel Count
6.59%
6.10%
17.73%
36.08%
7.13%
26.37%
By Value
2.76%
2.98%
21.68%
21.04%
14.02%
37.53%
Entertainment
Retail
Multi-Family & Other
Industrial
Office
Service
By Square Footage
2.79%
1.98%
13.28%
17.21%
23.54%
41.20%


Number of New Commercial New Improvements
400
350
300
250
200
150
100
50
0
174
263
237
209
170
359
2015
2016
2017
2018
2019
2020


Commercial New Improvements By Category
6.34%
6.34%
14.08%
9.86%
45.42%
17.96%
Entertainment
Retail
Multi-Family & Other
Industrial
Office
Service

WILCO CHANGE IN TAXABLE VALUE FROM PRIOR YEAR



Commissioners Court - Regular Session **60.**

Meeting Date: 05/19/2020

Local State of Disaster Item

Submitted For: Russ Boles **Submitted By:** Michael Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Local State of Disaster Declaration and Order for Williamson County, Texas proclaimed and adopted by Williamson County Judge Bill Gravell, Jr. on March 14, 2020 in relation to the Coronavirus Disease (COVID-19) and extended by the Williamson County Commissioners Court on March 18, 2020 to continue until terminated by formal action of the Williamson County Commissioners Court; with such action to include but not be limited to termination, modification and/or continuation of the Local State of Disaster Declaration and Order for Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Declaration Order

Extension Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 11:40 AM
Form Started By: Michael Cooper		Started On: 05/14/2020 11:17 AM
Final Approval Date: 05/14/2020		

WILLIAMSON COUNTY, TEXAS

COUNTY JUDGE

WILLIAMSON COUNTY COURTHOUSE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626
(512) 943-1550

BILL GRAVELL, JR.
COUNTY JUDGE

TERRY COOK
COMMISSIONER, PRECINCT 1

CYNTHIA LONG
COMMISSIONER, PRECINCT 2

VALERIE COVEY
COMMISSIONER, PRECINCT 3

RUSS BOLES
COMMISSIONER, PRECINCT 4

ORDER DECLARING A LOCAL STATE OF DISASTER FOR WILLIAMSON COUNTY, TEXAS

WHEREAS, in December 2019, a novel coronavirus, now designated COVID-19, was detected in Wuhan, China; and

WHEREAS, symptoms of COVID-19 include fever, cough and shortness of breath, and can range from mild to severe illness; and

WHEREAS, on January 30, 2020, the World Health Organization Director General declared the outbreak of COVID-19, as a *Public Health Emergency of International Concern*, advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, on March 5, 2020, the World Health Organization Director General urged aggressive preparedness and activation of emergency plans to aggressively change the trajectory of this epidemic; and

WHEREAS, the Center for Disease Control and Prevention is closely monitoring the growing number of COVID-19 cases that have spread into the United States; and

WHEREAS, over 1,600 cases of COVID-19 and over 40 deaths from COVID-19 have been reported in the United States; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbot reported a total of 39 confirmed cases of COVID-19 in the State of Texas; and

WHEREAS, the COVID-19 virus spreads between people who are in close contact with one another through respiratory droplets produced when an infected person coughs or sneezes; and

WHEREAS, large gatherings of unidentifiable individuals without necessary mitigation for the spread of infection may pose a risk for the spread of infectious disease; and

WHEREAS, the continued worldwide spread of COVID-19 presents an imminent threat of widespread illness, which requires emergency action; and

WHEREAS, Texas Government Code Chapter 418, Section 418.108 authorizes the County Judge of Williamson County to declare a local state of disaster, and exercise the powers granted therein on an appropriate local scale; and

WHEREAS, Section 418.004(1) of the Texas Government Code defines disaster to be the "occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency;" and

WHEREAS, a declaration of local disaster includes the ability to take measures to reduce the possibility of exposure to disease, control the risk and promote the health and safety of individuals in Williamson County, Texas; and

WHEREAS, the County Judge of Williamson County has determined, from statements and information provided by the Office of the Texas Governor, Williamson County Emergency Management personnel, the Williamson County and Cities Health District, health professionals and other emergency services agencies serving Williamson County, Texas, and other health agencies serving the State of Texas that extraordinary measures must be taken in order to limit the development, contraction and spread of COVID-19 in Williamson County, Texas; and

NOW THEREFORE, BE IT DECLARED and ORDERED pursuant to the authority granted in the Texas Disaster Act of Texas Government Code Chapter 418, as follows:

1. That a local state of disaster is hereby declared for Williamson County, Texas pursuant to Section 418.108(a) of the Texas Government Code;

2. By this declaration, Williamson County's Emergency Management Plan is activated and all other statutory powers vested in me and all officers of Williamson County to act in this local state of disaster are activated. This declaration shall also activate all recovery and rehabilitation aspects of all applicable local and interjurisdictional emergency management plans and authorizes the furnishing of all aid and assistance as deemed necessary or desirable by those administering such plans;

3. By this declaration, I declare all rules and regulations that may inhibit or prevent prompt response to this threat be suspended for the duration of this declaration and any extension thereof;

4. Pursuant to the authority granted to the Williamson County Judge under the Texas Disaster Act of Texas Government Code Chapter 418, I shall exercise any and all necessary powers

set out thereunder and I hereby authorize the use of all available resources of state government and political subdivisions to assist in Williamson County's response to this disaster;

5. Pursuant to the authority granted under the laws of the State of Texas, Williamson County may take all legal actions necessary to protect the health of persons in Williamson County, Texas;

6. Pursuant to Section 418.108(b) of the Texas Government Code, the state of local disaster shall continue for a period of not more than seven (7) days from the date of this Declaration and Order unless continued or renewed by the Commissioners Court of Williamson County, Texas;

7. Pursuant to Section 418.108(c) of the Texas Government Code, this Declaration and Order shall be given prompt and general publicity and shall be filed promptly with the Williamsons County Clerk.

8. A violation of this Declaration and Order is punishable as a Class C misdemeanor by a fine not to exceed $500.00 **or** as authorized by Section 418.173 of the Texas Government Code and adopted in Williamson County's Emergency Management Plan by a fine that does not exceed $1,000.00 and confinement in jail for a term not to exceed 180 days, whichever is greater;

9. In the event the conditions improve between date of adoption and the end of the effective date of this Declaration and Order, the County Judge shall reevaluate this Declaration and Order at that time.

This Declaration and Order is adopted this 14th **day of** March**,** 20 20 **at** 8:36 **p.m., effective immediately.**

Bill Gravell, Jr.,
Williamson County Judge

WILLIAMSON COUNTY COMMISSIONERS COURT
EXTENSION OF
LOCAL STATE OF DISASTER

WHEREAS, on **March 14, 2020**, Williamson County Judge Bill Gravell, Jr. issued a proclamation declaring a local state of disaster for Williamson County, Texas after making a determination based on statements and information provided to him by the Office of the Texas Governor, Williamson County Emergency Management personnel, the Williamson County and Cities Health District, health professionals and other emergency services agencies serving Williamson County, Texas, and other health agencies serving the State of Texas that extraordinary measures had to be taken in order to limit the development, contraction and spread of the Coronavirus Disease 2019 (COVID-19) in Williamson County, Texas; and

WHEREAS, the conditions necessitating declaration of a local state of disaster continue to exist in Williamson County, Texas in relation to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, §418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period in excess of seven days without the consent of the governing body of the political subdivision;

NOW, THEREFORE BE IT ORDERED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS:

1. That the local state of disaster proclaimed by County Judge Bill Gravell, Jr. on **March 14, 2020** shall continue until terminated by order of the Williamson County Commissioner's Court.

2. This Williamson County Commissioners Court Order is passed as an emergency measure and pursuant to the Williamson County Emergency Management Plan and shall become effective on the date of its adoption.

PASSED AND ADOPTED, THIS THE _____ DAY OF _____, 20____.

_____

Bill Gravell, Jr.
Williamson County Judge
Presiding Officer of the
Williamson County Commissioners Court

Commissioners Court - Regular Session **62.**

Meeting Date: 05/19/2020

IT Priorities for COVID-19 response

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on setting a technology budget for COVID-19 response with CARES Act funding.

Background

Technology Services has been working with County departments on needed hardware, software, and services, to appropriately respond to the COVID-19 pandemic. With this item, Technology Services is seeking approval of a budget for IT spend under the CARES Act funding. Individual purchases will be evaluated to ensure they conform with the requirements for the funding as well as the direction set by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

IT Budget

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 10:45 AM
Form Started By: Richard Semple		Started On: 05/07/2020 09:43 AM
Final Approval Date: 05/14/2020		

IT Budget for COVID-19 under CARES Act

Technology Services has evaluated the needs to respond to the COVID-19 pandemic, and is requesting funding from the CARES Act to procure the equipment, software, and services to enable an effective working environment and allow departments to continue to serve the public while observing social distancing and other protective measures.

In establishing a technology budget, the County would follow standard procurement processes for all purchases. This would include procurement through cooperative purchasing contracts (such as DIR and TIPS) as well as bringing all contracts and large purchases to Commissioner's Court for approval. This is the same process followed for the IT operating and maintenance budget.

In addition, all expenses will carry a justification and explanation to ensure they are appropriate expenditures under the CARES act funding.

Category	**Example Items**	**Amount**
Conferencing & AV Equipment	Video cameras and displays	$1,265,000.00
Hardware	Laptops, iPads, cellular devices	$520,000.00
Infrastructure	Internet, fiber, "cloud" hosting	$700,000.00
Professional Services	IT Security for remote tools	$250,000.00
Software, Licensing & Training	Online Jury software, scheduling software, increased Microsoft licenses	$815,000.00
TOTAL		**$3,550,000.00**

Commissioners Court - Regular Session **63.**

Meeting Date: 05/19/2020

COVID-19 Purchases

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on purchases and/or actions related to fully reopening of County offices relating to COVID-19.

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	05/14/2020 11:27 AM
Form Started By: Kathy Pierce		Started On: 05/14/2020 10:12 AM
Final Approval Date: 05/14/2020		

Commissioners Court - Regular Session **64.**

Meeting Date: 05/19/2020

Private COVID Testing

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear an update on program for private COVID-19 testing.

Background

Testing at Family Emergency Rooms for Williamson County residents requesting testing for COVID-19 began on Monday, May 1st.

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	05/14/2020 10:49 AM
Form Started By: Kathy Pierce		Started On: 05/14/2020 10:17 AM
Final Approval Date: 05/14/2020		

Commissioners Court - Regular Session **65.**

Meeting Date: 05/19/2020

CARES Act Funding for Health District

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to set a budget in the CARES Act Funding for eligible expenses to be Reimbursed to the Williamson County and Cities Health District.

Background

The Williamson County and Cities Health District have incurred/paid for and are estimating ongoing expenses as a result of response to the COVID 19 Pandemic. They are requesting a budget of $236,000. This would cover items such as overtime, personnel not already a part of their budget prior to COVID, Fringe associated with these personnel expenses, medical supplies, equipment supplies, food, and expenses associated with contact tracing.

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	05/14/2020 11:23 AM
Form Started By: Julie Kiley		Started On: 05/14/2020 10:57 AM
Final Approval Date: 05/14/2020		

Commissioners Court - Regular Session **66.**

Meeting Date: 05/19/2020

COVID-19 Contact Tracing

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a contract with McCreary, Veselka, Bragg & Allen to provide contact tracing assistance to the WCCHD in relation to the Coronavirus Disease (COVID-19).

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	05/14/2020 11:25 AM
Form Started By: Kathy Pierce		Started On: 05/14/2020 11:04 AM
Final Approval Date: 05/14/2020		

Commissioners Court - Regular Session **67.**

Meeting Date: 05/19/2020

Hours

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on increasing the banked holiday hours cap for Williamson County employees.

Background

The holiday hours cap was moved from 200 to 212 before the Good Friday holiday due to COVID-19. HR recommends moving the cap to 224 to cover the upcoming Memorial Day holiday. If approved, the cap will still decrease to 200 at the end of this fiscal year, Sept. 30, 2020.

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	05/14/2020 11:53 AM

Form Started By: Rebecca Clemons Started On: 05/14/2020 11:46 AM

Final Approval Date: 05/14/2020

Commissioners Court - Regular Session **68.**

Meeting Date: 05/19/2020

Coronavirus Emergency Solicitation Grant for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to apply for funding through the Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation.

Background

The Sheriff's Office is seeking approval to apply for approximately $39,885.00 through the Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant. This project will fund the purchase of a Long-Range Acoustic Device (LRAD) that can be used in a variety of situations such as issuing coronavirus-related information and warnings, delivering quarantine and curfew notifications, or facilitating drive-through testing. The LRAD is up to 10 times louder than bullhorns or portable public address systems and broadcasts exceptionally clear messages, warnings, and warning tones over distances up to 3,200 yards. The equipment can concentrate transmissions inside a 15-30 degree range, giving it the ability to reach a large audience, or a small group of less than 10 people within the crowd. This grant requires no resolution or match. The grant does require a Disclosure of Lobbying Activities form to be submitted with the application. Staff recommends the following action: Approve the Sheriff's Office to apply for the Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Mgmt Request Questionnaire

Disclosure of Lobbying Activities

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/13/2020 02:34 PM
Form Started By: Starla Hall		Started On: 05/13/2020 08:08 AM
Final Approval Date: 05/13/2020		

Grants Management Request Questionnaire

BackGround Information

Please note: The county's acceptance of a grant will generally form a contract and; therefore, the application for a grant must be considered and by the Commissioners Court prior to making such application.

DIRECTIONS
Please complete the answers to the best of your ability. If a question does not relate to your request, please mark it N/A (Not Applicable). If your answer further research, please mark it as N/R (Needing Research) and give an estimated date such information will be obtained. When finished, please print and form to the Agenda.

Grant Title/Project Name: *
Sheriff's Office CESF Grant

Department: *
Sheriff's Office

Requestor: *
Dana Foster x

Contact Email: *
dfoster@wilco.org

Contact Phone Number: *
512-944-1168

Start Date: *
7/1/2020

End Date: *
9/30/2020

Please select request category: *
- [x] Asset
- [ ] Personnel
- [ ] Service
- [ ] Specify your own value:

If other, please specify category

Describe the purpose of the grant in detail to include all requirements.
Funds awarded under the CESF (Coronavirus Emergency Supplemental Funding Program) will be useted to prevent, prepare for and respond to the coronavirus. The award allows for projec purchases to include overtime, equipment (law enforcement or medical), training, travel expenses and anything addressing the medical needs of inmates or persons in detention centers. T County Sheriff's Office will be asking for $39,885.00 in order to purchase a long range acoutic device (Public Address System) that would give us the ability to communicate with the commu broader scale.

Select the type of grant your department is applying for:
- [x] Federal
- [ ] State
- [ ] Local
- [ ] Federal Pass-thru
- [ ] Private Foundation

What is the amount of the grant?
39,885.00

Please provide a breakdown of the total cost above.
The cost of the entire system (including mounting hardware) is $39,000. Remaining funds will be used for any freight costs, Insurance and accessories.

Is there a match requirement?
- ○ Yes
- ◉ No

Does the grant cover the cost of the request 100%?
- ◉ Yes
- ○ No

Asset Request Questions Only

List other similar assets in the County and/or region and if they are available for use?

We are not aware of any other systems of this maganatude available for our use in Williamson County.

How is this asset request different from any similar assets currently in the County and/or region?

The power of this system is in its proprietary audio technology. The broadcasts can be made to focus the sound at a 15 - 30 degree beam while substantially reducing sound levels in surrc
The smooth frequency of soundwaves will provide the first responders with significant sound clarity with the ability to penetrate background and crowd noise. In addition to clarity, this de
extreme range capacity with the ability to reach over 3,000 yards.

What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?

This Public audio system has a wide range of capabilities and thus could be used for numerous public gatherings. However, we anticipate using it to control crowds and provide pubilic infc
public panic situations or in events where there is a potentially life threatening situation that would require first responders to maintain a greater distance than a standard bullhord would ac

How often do these events occur?

Unknown at this time.

Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost c

One person will be required to operate the equipment. The time and cost will be dependant on the situation.

Where will the asset be stored?

in the county vehicle maintenance warehouse

What is the useful life of the asset?

Approximately 10 years

Will a replacement be requested from general funds when useful life has been exhausted?
- ○ Yes
- ◉ No

Please attach or provide any metrics, data, etc. to substantiate this request.

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?

NA

Does this asset require insurance coverage?
- ◉ Yes
- ○ No

If yes, what is the estimate of asset insurance coverage?

$120/ annually

The value of this field is not a valid number.

Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.

No on-going maintenance will be needed for this equipment.

How will this asset be funded when the grant ends?

Additional grant funds will be sought.

What is the impact if the grant is not received?

Deminished capacity to commumicate on large-scale in emergency situations.

Budgetary Impact

What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)

None. This is fully funded through Federal COVID grant awards

Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.

The award would completely fund the communication system and its installation. No additional equipment will be needed.

What is the cost and frequency to maintain/update the additional equipment?

NA

What is the impact of this grant application on other internal/county departments?

Required reporting and tracking of finances traditionally needed for grants.

Version: 1.0
Created at 5/11/2020 4:57 PM by Brenda Staples
Last modified at 5/11/2020 4:57 PM by Brenda Staples

Save

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Williamson County > Apps

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
[b] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[a] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[a] a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
[✔] **Prime** [ ] **Subawardee**
Tier , *if known*:
Williamson County
710 S Main Street Ste 105
Georgetown, TX 78626-5700
Congressional District, *if known*:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Congressional District, *if known*:

6. Federal Department/Agency:
U.S. Departement of Justice, Office of Justice Programs, Bureau of Justice Assistance

7. Federal Program Name/Description:
Coronavirus Emergency Suplemental Funding Program Solicitation FY2020 Formula Grant Solicitation
CFDA Number, *if applicable*: 16.034

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: County Judge
Telephone No.: (512) 943-1550 Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Commissioners Court - Regular Session **69.**

Meeting Date: 05/19/2020

Ratifying Service Agreement for Internet Bandwith Increase

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 ratifying the Service Agreement/Order Form between Williamson County and Cequal Communications, LLC dba Suddenlink Communications, which was executed by the County Judge on May 5th, 2020 to support the operations of the Williamson County ITS Department and exempting these services from the competitive bidding requirements per Texas Local Government Code Section 262.024(a)(2).

Background

This is a temporary increase in internet bandwidth at a cost of $2,495.00 to support the Wilco Forward Small Business Program as well as testing forms on our website. It will be downgraded later next month. Department point of contact is Richard Semple. Funding source CARES Act 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/13/2020 03:32 PM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 08:41 AM
Form Started By: Thomas Skiles		Started On: 05/07/2020 03:55 PM
Final Approval Date: 05/14/2020		

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Service Agreement/ Order Form

Date: 5/5/2020

Customer Information

Customer Status: Existing Customer

Customer Name: Williamson County-Emergency INET

Billing Address:	301 SE Inner Loop		GEORGETOWN	TX	78626
	Street Address	*Suite*	*City*	*State*	*Zip Code*

Billing Contact:	Tammy McCulley	*Phone*	512-943-1455	*Email*	tmcculley@wilco.org
Order Contact:	Thomas Gillespie	*Phone*	512-943-1609	*Email*	thomas.gillespie@wilco.org
Suddenlink Contact:	Andrew Hudson	*Phone*	9037142125	*Email*	andrew.hudson@alticeusa.com

Suddenlink Services

The above Customer agrees to the ordering of the following Services:

Order Type: Service Upgrade Service Location Type: LIT 'A' Location: 1821 SE INNER LOOP DR, GEORGETOWN, TX 78626 Demarc: 1st Floor MDF closet	Account #: 7133013011 Service Location Type: 'Z' Location: Demarc: Type II: ☐

		Individual Monthly Recurring Charge	*Quantity*	*Total Monthly Recurring Charge*	*Non Recurring Charge*
1	Optical Internet Access 500M 500Mb	$2,495.00	1	$2,495.00	$0.00

Service Term:	Month to Month
Total Monthly Recurring Charge:	$2,495.00
Total Installation Charge:	$0.00

For Internal Use Only

Remarks

Temporary increase for COVID-19

Terms and Conditions

Cequel Communications, LLC dba Suddenlink Communications ("Suddenlink" or "Altice Business") and Customer acknowledge and agree to be bound by the Terms and Conditions attached hereto. Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges. Customers purchasing Suddenlink Business Hosted Voice Service (on Fiber) are also subject to Business Hosted Additional T&C's for Fiber https://www.suddenlink.com/terms-and-policies and Exhibits attached herebo and made part of this Agreement

Notice Regarding E911 Services. While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 services will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.
By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and Agreement, (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above;. This Agreement shall not be deemed effective until it has been executed by both parties.

«TableHide:CustomTCs»«OPPORTUNITY_CUSTOM_TERMS_CONDITIONS»

Agreed by:		
Customer Authorized Signature:	DocuSigned by: Judge Bill Gravell Jr. 91F1AB3572F444D...	Cequel Communications, LLC dba Suddenlink Communications Authorized Signature: DocuSigned by: Regina Swearengen 51CB138D2B354FB...
Print Name:	Judge Bill Gravell Jr.	Regina Swearengen
Title:	Bill Gravell	Regional Sales Director
Date:	5/5/2020	5/5/2020
Email:	bgravell@wilco.org	
Phone:		

DocuSign Envelope ID: 00868008-E7B2-480E-83AB-2861E5DBB54A

Commercial Service Agreement

Customer ("You" or "Customer") agrees to be bound by this Commercial Service Agreement (the "Agreement") with respect to all services ("Service(s)") provided by Suddenlink Communications and its affiliates and subsidiaries authorized to provide the services set forth herein (collectively, "Suddenlink"). The Agreement includes the general terms of service set forth below, as well as the additional commercial terms of service and terms of service applicable to the specific Services and features to which you subscribe or have access, including cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service" or "Business Hosted Voice Service on FIBER"), support services and mobile apps, as are set forth below or at https://www.suddenlink.com/terms-and-policies and may be updated from time to time (collectively, the "Additional Terms of Service"), which are incorporated in this Agreement by reference. You further understand and agree that the Suddenlink Communications Privacy Policy ("Privacy Policy"), which governs the collection, use and disclosure of Customer personal information, is likewise incorporated herein by reference. THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT THAT AFFECTS CUSTOMER'S RIGHTS, INCLUDING THE WAIVER OF CLASS ACTIONS AND JURY TRIALS. THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION. PLEASE REVIEW IT CAREFULLY.

GENERAL TERMS OF SERVICE APPLICABLE TO SERVICE(S):

1. **Services.** Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. Suddenlink shall provide Customer with the Services and Equipment identified on the commercial service order presented to Customer' at time of installation ("Service Order"); provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.

2. **Payment of Charges.** The charges for one month of Services, including any deposits, activation, set-up, installation, construction and/or Equipment charges, are due upon installation of the Services or as otherwise set forth on the Service Order. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges), or other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Suddenlink to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Suddenlink either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a credit service charge or a finance charge. If the Customer has more than one account (Business and/or Residential) served by Suddenlink, all Suddenlink-provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.

3. **Additional Fees.** In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees "Schedule of Fees") is available at www.suddenlink.com.pricing-packages. Suddenlink reserves the right to amend or change the Schedule of Fees from time to time.

4. **Third Party Provider Charges.** In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third Party Provider and are not the responsibility of Suddenlink. Credits or billing adjustments for products, services, software or applications billed by a Third Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.

5. **Taxes.** Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.

6. **Term; Early Termination.** Your Service Term subscription begins either on or the first day following your installation date and continues for the initial term set forth on your Service Order ("Initial Term"). If a Service Order does not specify an Initial Term, You have an automatically renewing monthly Term ~~subscription~~ ("Monthly Subscription").

   a. Monthly Term .If you have a Monthly Subscription, your subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S). You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Suddenlink-served area (subject to any installation charges).

   b. Initial Term Subscription. If You have an Initial Term, your subscription begins either on or the first day following your installation date and continues for the duration of the applicable Initial Term. Upon the expiration of the Initial Term, Your subscription automatically renews thereafter on a monthly basis (each, a "Renewal Month") beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) for each month during the Initial Term and any Renewal Months will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).

      i. If you cancel, terminate or downgrade the Service(s) before the completion of the Initial Term"), you agree to pay Suddenlink early cancellation fees in an amount that includes: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all monthly recurring charges for Services and Equipment for the remaining balance of the Initial Term. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Suddenlink and you agree to pay such fees.

      ii. Following the Initial Term, You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Suddenlink-served area (subject to any installation charges).

7. **Right to Make Credit Inquiries.** Customer acknowledges and agrees that Suddenlink may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.

8. **Security Deposit.** Suddenlink may require a deposit or activation fee based on Customer's credit standing or past payment history with Suddenlink. A deposit or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Suddenlink's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Suddenlink's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Suddenlink Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.

9. **Disputed Charges.** Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Suddenlink monthly bill and notify Suddenlink in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

10. **Adjustments or Refunds.** Any adjustment or refund, given in each case in Suddenlink's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are: (a) due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service; (b) due to the negligence of any person other than Suddenlink including, but not limited to, the other common carriers connected to the Suddenlink's facilities; (c) due to the failure or malfunction of Customer owned equipment or third party equipment; (d) during any period in which Suddenlink is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions; (e) during a period in which Customer continues to use the Service on an impaired basis; (f) less than thirty (30) minutes' duration; (g) during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or (h) due to circumstances or causes beyond the control of Suddenlink. Unless otherwise provided by applicable law, in the event any amounts owed by Suddenlink to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Suddenlink.

11. **Equipment and Software.** "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Suddenlink or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Suddenlink at the premises. Ownership of the Distribution System shall at all times be and remain in Suddenlink and shall be used exclusively by and in connection with Suddenlink operations. Upon termination of this Agreement and if Suddenlink is no longer providing Services to the premises, Suddenlink has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Suddenlink to Customer's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Suddenlink or by Customer. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. Inside Wiring shall be Customer property and not Suddenlink Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Customer unless otherwise agreed by Customer and Suddenlink. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Customer will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Customer's premises.

    a. Misuse of Equipment. Suddenlink Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Suddenlink authorization. Customer agrees that neither Customer nor any other person (except Suddenlink's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Suddenlink) will not permit

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anyone other than a Suddenlink authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

b. Return of Equipment. If Customer's Service is terminated or cancelled (for whatever reason), unless Suddenlink expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Suddenlink in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Suddenlink incurs in retrieving the Equipment. Failure of Suddenlink to remove the Equipment does not mean that Suddenlink has abandoned the Equipment. Suddenlink may impose a charge for unreturned Equipment to be determined in accordance with Suddenlink's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Suddenlink or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately. Suddenlink retains ownership of all Equipment.

c. Damaged or Lost Equipment. If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.

d. Operation of Equipment. Customer agrees to operate any Equipment in accordance with instructions of Suddenlink or Suddenlink's agent. Failure to do so will relieve the Suddenlink Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.

e. Tests and Inspections. Upon reasonable notification to the Customer, and at a reasonable time, Suddenlink may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.

f. Software. Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Suddenlink ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Suddenlink and Suddenlink's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Suddenlink and any related written materials. Suddenlink will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Customer acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

g. Repair. Suddenlink will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Suddenlink assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment"), except that Suddenlink may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Suddenlink Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Suddenlink is not responsible or liable for any loss or impairment of Suddenlink's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Suddenlink makes no warranties, with respect to Equipment or Service provided by Suddenlink or with respect to the Equipment's compatibility with any Customer Equipment.

12. Prohibitions/Theft of Service. Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.

13. Customer Liability for Users. Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.

14. Business Hosted Voice on Fiber: Customers purchasing Business Hosted Voice on Fiber are also bound by the Additional Terms for Business Hosted Voice Service on Fiber found at www.suddenlink.com/terms-and-policies ("Terms of Service") and Exhibits A1 and A2 as set forth below.

a. SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY: SUDDENLINK ALLOWS THE ABILITY TO ACCESS THE HOSTED VOICE SERVICE THROUGH SOFTPHONES, OFF-SITE PHONES AND WIFI CONNECTIVITY. IN NO EVENT SHALL SUDDENLINK BE RESPONSIBLE FOR, NOR DOES IT WARRANT THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY SOFTPHONES, OFF-SITE PHONES OR WIRELESS CONNECTIVITY. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO SUPPORT AND TROUBLESHOOT ANY RELATED CONNECTIVITY ISSUES UNDER THIS SECTION. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE HOSTED VOICE PRODUCT CHARACTERISTICS AS SET FORTH IN THE OFF-SITE REMOTE PHONE AND SOFTPHONE ACKNOWLEDGEMENT ATTACHED HERETO AS EXHIBIT A2. PHONES NOT PROVIDED BY SUDDENLINK UNDER THIS AGREEMENT ARE NOT PERMITTED NOR SUPPORTED AND USE OF SUCH PHONES WILL RESULT IN TERMINATION OF THIS AGREEMENT.

b. Emergency Calling Services (E911) for Hosted Voice Service: Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions attached hereto as Exhibit A1.

15. SecureNet and SecureNet Services: Altice Business SecureNet Service / Altice Business SecureNet Plus Service: Altice Business SecureNet Service/AlticeBusiness SecureNet Plus Service purchased pursuant to this Agreement is a turnkey managed Service solution that bundles Altice Business Internet Service (over fiber), Managed DDoS Protection Service, Managed Security Gateway Service, and for Altice Business SecureNet Plus Service, also includes Managed Security Gateway Service with Unified Thread Management, and is subject to the terms and conditions of this Agreement, including those for Managed DDoS Protection Service and Managed Security Gateway Service as set forth below.

16. Managed DDoS Protection Service: Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.

17. Service Level Agreement: The Service Level Agreement ("SLA") attached hereto as Exhibit A sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA.

18. Access to Customer Premises. Customer grants Suddenlink and its employees, agents, contractors, and representatives all necessary rights of access to enter and within Customer's premises, including access to space for cables, conduits and equipment, the wiring within Customer's premises and Customer's computer(s) and other devices, to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Suddenlink. Customer shall cooperate in providing such access upon request of Suddenlink. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Suddenlink personnel and/or its agents to enter the premises for the purposes described herein. Suddenlink's failure to remove its Equipment shall not be deemed an abandonment thereof. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Suddenlink's equipment. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Suddenlink network.

19. Violations of this Agreement. It shall be a violation of this Agreement for Customer or any User (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Suddenlink's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if: (a) Customer or any User fails to abide by Suddenlink's rules and regulations or to pay the charges billed; (b) Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete; (c) Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service; (d) Customer or any User harasses, threatens or otherwise abuses any Suddenlink employee or agent; (e) Customer or any User refuses to provide Suddenlink with reasonable access to the service location or refuses to allow Suddenlink to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or (f) The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Suddenlink.

20. Termination. Suddenlink may terminate this Agreement, disconnect or suspend any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including but not limited to if Customer or any User fails to fully comply with the terms of this Agreement and/or any Suddenlink or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Suddenlink terminates Service due to a violation of this Agreement or Suddenlink's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Suddenlink may also exercise other rights and remedies available under law or in equity.

21. Effect of Termination by Suddenlink. Customer agrees that in the event of termination by Suddenlink: (i) Suddenlink and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Suddenlink, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Suddenlink. Failure of Suddenlink to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Suddenlink in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

22. Content and Services. All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.

23. Disclaimer. Suddenlink assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Suddenlink, and Suddenlink expressly disclaims any responsibility or liability for your use thereof. Further, Suddenlink shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

24. Telephone Communications With You Regarding Your Account or Service. **You** agree that Suddenlink and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. You agree to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. You can manage your contact preferences by logging into your account at http://www.suddenlink.com.

25. No Waiver. The failure of Suddenlink to enforce this Agreement and any of its **components**, for whatever reason, shall not constitute a waiver of any right of Suddenlink or the ability to assert or enforce such right at any time in the future.

26. No Assignment. This Agreement and the Services and/or Equipment supplied by Suddenlink are not assignable or otherwise transferable by Customer, without specific written authorization from Suddenlink. In Suddenlink's discretion, Suddenlink may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Suddenlink affiliates.

27. No Warranty; Limitation of Liability. Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Suddenlink on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Suddenlink, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Suddenlink Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Suddenlink Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Suddenlink's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Suddenlink Parties will not be liable for any loss associated with such unauthorized access. In addition,

neither the Suddenlink Parties nor any Third Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Suddenlink shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Suddenlink Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party. Suddenlink's Maximum Liability to Customer arising under this Agreement shall be the lesser of $5,000.00 or the amount actually paid by Customer for Services hereunder for the respective regular billing period.

28. Indemnification. Customer agrees to defend, indemnify, and hold harmless Suddenlink Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of or related in any way to the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Suddenlink to Customer. Customer agrees to indemnify and hold harmless the Suddenlink Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Suddenlink's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Suddenlink Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Suddenlink or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Suddenlink, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Suddenlink.

29. Regulatory Authority. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended.

30. BINDING ARBITRATION. Please read this section carefully. It affects your rights. Any and all disputes arising between You and Suddenlink, including its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, predecessors, and successors, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement, claims that may arise after the termination of this Agreement. Notwithstanding the foregoing, either You or Suddenlink may bring claims in small claims court in Your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. You may also bring issues to the attention of federal, state, and local executive or administrative agencies. Resolving Your dispute with Suddenlink through arbitration means You will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND SUDDENLINK EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.

a. Opting Out of Arbitration. IF YOU HAVE BEEN AN EXISTING CUSTOMER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH SUDDENLINK OR A PREDECESSOR COMPANY, THIS OPT-OUT PROVISION DOES NOT APPLY TO YOU. IF YOU BECAME A CUSTOMER ON OR WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY SUDDENLINK IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO ALTICE SHARED SERVICES, 200 JERICHO QUADRANGLE, JERICHO, NY 11753 ATTN. ARBITRATION. YOUR WRITTEN NOTIFICATION TO SUDDENLINK MUST INCLUDE YOUR NAME, ADDRESS, AND SUDDENLINK ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH SUDDENLINK THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH SUDDENLINK OR THE DELIVERY OF SUDDENLINK SERVICES TO YOU. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH SUDDENLINK.

b. Pre-Arbitration Process. (i) Notice Of Dispute. Before commencing an action in arbitration, You must first notify us of Your dispute and allow us an opportunity to resolve it without the need for arbitration. You must write us a letter briefly explaining the dispute and stating the relief that You demand. Provide as much information as possible, including where applicable dates and specific amounts of money. Also include the account holder's name, the account number, the service address, and a telephone number at which You may be reached during business hours. For Your convenience, You may download a Notice of Dispute form from our website at https://www.suddenlink.com/sites/default/files/Notice-Of-Dispute.pdf. Once you have written the letter or filled out the Notice, send it to us by certified mail at Altice Shared Services, 200 Jericho Quadrangle, Jericho, NY 11753, Attn: Customer Disputes. (ii) 30 Day Wait Period. If Suddenlink has not been able to resolve your dispute to your satisfaction within 30 days from when we received your Notice of Dispute, you may start arbitration proceedings.

c. Commencing an Arbitration. To commence an arbitration, you must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Suddenlink. A Demand for Arbitration form can be found on the AAA website at https://www.adr.org/CommercialForms.

d. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Commercial Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern. A single arbitrator will resolve the dispute between You and Suddenlink. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including customer personally identifiable information. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, or the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, the arbitrator shall not be bound by rulings in other arbitrations involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement. Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is less than $50,000, Suddenlink agrees that You may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by AAA rules. If the amount in dispute exceeds $75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

e. Arbitration Fees. Except as otherwise provided in this arbitration provision, Suddenlink will pay all arbitration filing, administrative, and arbitrator fees for any arbitration that Suddenlink commences or that You commence seeking damages of $10,000 or less. If You commence an arbitration seeking greater than $10,000 in damages, arbitration filing, administrative, and arbitrator fees shall be allocated in accordance with the AAA rules. If You cannot pay Your share of these fees, You may request a fee waiver from the AAA. In addition, Suddenlink will consider reimbursing Your share of these fees if You indicate You cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that You incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Suddenlink to pay those costs and expenses. Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and You agree to reimburse Suddenlink for any amounts Suddenlink may have paid on Your behalf.

f. Governing Law. Because the Service(s) provided to You involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

g. Waiver of Class and Representative Actions. YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED. You and Suddenlink agree that each party may bring claims against the other only in Your or its individual capacity and may not participate as a class member or serve as a named plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Suddenlink account holders, neither You nor Suddenlink may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing. If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court. In that instance, or any instance when a claim between You and Suddenlink proceeds to court rather than through arbitration, You and Suddenlink each waive the right to any trial by jury through this Agreement.

h. Severability and Survival. If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

31. Governing Law. Subject to Section 26.f above, this Agreement shall be governed by the laws of the state of New York.

32. Severability. If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

33. No Relationship. Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Suddenlink and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

34. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

35. **Force Majeure.** Suddenlink Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Suddenlink, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

36. **Entire Agreement.** This Agreement, including the applicable Additional Terms of Service, Privacy Policy and Acceptable Use Policy ("AUP"), the Service Order and the Schedule of Fees constitute the entire agreement between Suddenlink and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Suddenlink in connection with the sale, installation, maintenance or removal of Suddenlink's Services or Equipment shall be binding on Suddenlink except as expressly included herein.

37. **Amendment; Notice.** Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Suddenlink may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Suddenlink's website (www.suddenlink.com), or by sending notice via email or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Suddenlink may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check postal mail, e-mail and all postings on the Suddenlink web site (www.suddenlink.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of the all Service(s) and notify Suddenlink that Customer is cancelling this Agreement in accordance with the then-current policy.

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Commercial Service Agreement

Customer ("You" or "Customer") agrees to be bound by this Commercial Service Agreement (the "Agreement") with respect to all services ("Service(s)") provided by Suddenlink Communications and its affiliates and subsidiaries authorized to provide the services set forth herein (collectively, "Suddenlink"). The Agreement includes the general terms of service set forth below, as well as the additional commercial terms of service and terms of service applicable to the specific Services and features to which you subscribe or have access, including cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service" or "Business Hosted Voice Service on FIBER"), support services and mobile apps, as are set forth below or at https://www.suddenlink.com/terms-and-policies and may be updated from time to time (collectively, the "Additional Terms of Service"), which are incorporated in this Agreement by reference. You further understand and agree that the Suddenlink Communications Privacy Policy ("Privacy Policy"), which governs the collection, use and disclosure of Customer personal information, is likewise incorporated herein by reference. THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT THAT AFFECTS CUSTOMER'S RIGHTS, INCLUDING THE WAIVER OF CLASS ACTIONS AND JURY TRIALS. THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION. PLEASE REVIEW IT CAREFULLY.

GENERAL TERMS OF SERVICE APPLICABLE TO SERVICE(S):

38. Services. Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. Suddenlink shall provide Customer with the Services and Equipment identified on the commercial service order presented to Customer' at time of installation ("Service Order"); provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.

39. Payment of Charges. The charges for one month of Services, including any deposits, activation, set-up, installation, construction and/or Equipment charges, are due upon installation of the Services or as otherwise set forth on the Service Order. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges), or other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Suddenlink to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Suddenlink either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a credit service charge or a finance charge. If the Customer has more than one account (Business and/or Residential) served by Suddenlink, all Suddenlink-provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.

40. Additional Fees. In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees "Schedule of Fees") is available at www.suddenlink.com.pricing-packages. Suddenlink reserves the right to amend or change the Schedule of Fees from time to time.

41. Third Party Provider Charges. In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third Party Provider and are not the responsibility of Suddenlink. Credits or billing adjustments for products, services, software or applications billed by a Third Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.

42. Taxes. Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.

43. Term; Early Termination. Your Service Term subscription begins either on or the first day following your installation date and continues for the initial term set forth on your Service Order ("Initial Term"). If a Service Order does not specify an Initial Term, You have an automatically renewing monthly Term ~~subscription~~ ("Monthly Subscription").

a. Monthly Term .If you have a Monthly Subscription, your subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S). You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Suddenlink-served area (subject to any installation charges).

b. Initial Term Subscription. If You have an Initial Term, your subscription begins either on or the first day following your installation date and continues for the duration of the applicable Initial Term. Upon the expiration of the Initial Term, Your subscription automatically renews thereafter on a monthly basis (each, a "Renewal Month") beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) for each month during the Initial Term and any Renewal Months will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).

iii. If you cancel, terminate or downgrade the Service(s) before the completion of the Initial Term"), you agree to pay Suddenlink early cancellation fees in an amount that includes: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all monthly recurring charges for Services and Equipment for the remaining balance of the Initial Term. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Suddenlink and you agree to pay such fees.

iv. Following the Initial Term, You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Suddenlink-served area (subject to any installation charges).

44. Right to Make Credit Inquiries. Customer acknowledges and agrees that Suddenlink may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.

45. Security Deposit. Suddenlink may require a deposit or activation fee based on Customer's credit standing or past payment history with Suddenlink. A deposit or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Suddenlink's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Suddenlink's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Suddenlink Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.

46. Disputed Charges. Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Suddenlink monthly bill and notify Suddenlink in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

47. Adjustments or Refunds. Any adjustment or refund, given in each case in Suddenlink's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are: (a) due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service; (b) due to the negligence of any person other than Suddenlink including, but not limited to, the other common carriers connected to the Suddenlink's facilities; (c) due to the failure or malfunction of Customer owned equipment or third party equipment; (d) during any period in which Suddenlink is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions; (e) during a period in which Customer continues to use the Service on an impaired basis; (f) less than thirty (30) minutes' duration; (g) during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or (h) due to circumstances or causes beyond the control of Suddenlink. Unless otherwise provided by applicable law, in the event any amounts owed by Suddenlink to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Suddenlink.

48. Equipment and Software. "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Suddenlink or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Suddenlink at the premises. Ownership of the Distribution System shall at all times be and remain in Suddenlink and shall be used exclusively by and in connection with Suddenlink operations. Upon termination of this Agreement and if Suddenlink is no longer providing Services to the premises, Suddenlink has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Suddenlink to Customer's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Suddenlink or by Customer. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. Inside Wiring shall be Customer property and not Suddenlink Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Customer unless otherwise agreed by Customer and Suddenlink. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Customer will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Customer's premises.

h. Misuse of Equipment. Suddenlink Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Suddenlink authorization. Customer agrees that neither Customer nor any other person (except Suddenlink's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Suddenlink) will not permit anyone other than a Suddenlink authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

i. Return of Equipment. If Customer's Service is terminated or cancelled (for whatever reason), unless Suddenlink expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Suddenlink in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Suddenlink incurs in retrieving the Equipment. Failure of Suddenlink to remove the Equipment does not mean that Suddenlink has abandoned the Equipment. Suddenlink may impose a charge for unreturned Equipment to be determined in accordance with Suddenlink's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Suddenlink or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately. Suddenlink retains ownership of all Equipment.

j. Damaged or Lost Equipment. If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.

k. Operation of Equipment. Customer agrees to operate any Equipment in accordance with instructions of Suddenlink or Suddenlink's agent. Failure to do so will relieve the Suddenlink Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.

l. Tests and Inspections. Upon reasonable notification to the Customer, and at a reasonable time, Suddenlink may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.

m. Software. Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Suddenlink ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Suddenlink and Suddenlink's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Suddenlink and any related written materials. Suddenlink will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Customer acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

n. Repair. Suddenlink will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Suddenlink assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment"), except that Suddenlink may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Suddenlink Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Suddenlink is not responsible or liable for any loss or impairment of Suddenlink's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Suddenlink makes no warranties, with respect to Equipment or Service provided by Suddenlink or with respect to the Equipment's compatibility with any Customer Equipment.

49. Prohibitions/Theft of Service. Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.

50. Customer Liability for Users. Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.

51. Business Hosted Voice on Fiber: Customers purchasing Business Hosted Voice on Fiber are also bound by the Additional Terms for Business Hosted Voice Service on Fiber found at www.suddenlink.com/terms-and-policies ("Terms of Service") and Exhibits A1 and A2 as set forth below.

c. SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY: SUDDENLINK ALLOWS THE ABILITY TO ACCESS THE HOSTED VOICE SERVICE THROUGH SOFTPHONES, OFF-SITE PHONES AND WIFI CONNECTIVITY. IN NO EVENT SHALL SUDDENLINK BE RESPONSIBLE FOR, NOR DOES IT WARRANT THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY SOFTPHONES, OFF-SITE PHONES OR WIRELESS CONNECTIVITY. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO SUPPORT AND TROUBLESHOOT ANY RELATED CONNECTIVITY ISSUES UNDER THIS SECTION. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE HOSTED VOICE PRODUCT CHARACTERISTICS AS SET FORTH IN THE OFF-SITE REMOTE PHONE AND SOFTPHONE ACKNOWLEDGEMENT ATTACHED HERETO AS EXHIBIT A2. PHONES NOT PROVIDED BY SUDDENLINK UNDER THIS AGREEMENT ARE NOT PERMITTED NOR SUPPORTED AND USE OF SUCH PHONES WILL RESULT IN TERMINATION OF THIS AGREEMENT.

d. Emergency Calling Services (E911) for Hosted Voice Service: Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions attached hereto as Exhibit A1.

52. SecureNet and SecureNet Services: Altice Business SecureNet Service / Altice Business SecureNet Plus Service: Altice Business SecureNet Service/AlticeBusiness SecureNet Plus Service purchased pursuant to this Agreement is a turnkey managed Service solution that bundles Altice Business Internet Service (over fiber), Managed DDoS Protection Service, Managed Security Gateway Service, and for Altice Business SecureNet Plus Service, also includes Managed Security Gateway Service with Unified Thread Management, and is subject to the terms and conditions of this Agreement, including those for Managed DDoS Protection Service and Managed Security Gateway Service as set forth below.

53. Managed DDoS Protection Service: Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.

54. Service Level Agreement: The Service Level Agreement ("SLA") attached hereto as Exhibit A sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA.

55. Access to Customer Premises. Customer grants Suddenlink and its employees, agents, contractors, and representatives all necessary rights of access to enter and within Customer's premises, including access to space for cables, conduits and equipment, the wiring within Customer's premises and Customer's computer(s) and other devices, to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Suddenlink. Customer shall cooperate in providing such access upon request of Suddenlink. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Suddenlink personnel and/or its agents to enter the premises for the purposes described herein. Suddenlink's failure to remove its Equipment shall not be deemed an abandonment thereof. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Suddenlink's equipment. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Suddenlink network.

56. Violations of this Agreement. It shall be a violation of this Agreement for Customer or any User (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Suddenlink's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if: (a) Customer or any User fails to abide by Suddenlink's rules and regulations or to pay the charges billed; (b) Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete; (c) Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service; (d) Customer or any User harasses, threatens or otherwise abuses any Suddenlink employee or agent; (e) Customer or any User refuses to provide Suddenlink with reasonable access to the service location or refuses to allow Suddenlink to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or (f) The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Suddenlink.

57. Termination. Suddenlink may terminate this Agreement, disconnect or suspend any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including but not limited to if Customer or any User fails to fully comply with the terms of this Agreement and/or any Suddenlink or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Suddenlink terminates Service due to a violation of this Agreement or Suddenlink's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Suddenlink may also exercise other rights and remedies available under law or in equity.

58. Effect of Termination by Suddenlink. Customer agrees that in the event of termination by Suddenlink: (i) Suddenlink and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Suddenlink, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Suddenlink. Failure of Suddenlink to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Suddenlink in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

59. Content and Services. All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.

60. Disclaimer. Suddenlink assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Suddenlink, and Suddenlink expressly disclaims any responsibility or liability for your use thereof. Further, Suddenlink shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

61. Telephone Communications With You Regarding Your Account or Service. **You** agree that Suddenlink and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. You agree to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. You can manage your contact preferences by logging into your account at http://www.suddenlink.com.

62. No Waiver. The failure of Suddenlink to enforce this Agreement and any of its **components**, for whatever reason, shall not constitute a waiver of any right of Suddenlink or the ability to assert or enforce such right at any time in the future.

63. No Assignment. This Agreement and the Services and/or Equipment supplied by Suddenlink are not assignable or otherwise transferable by Customer, without specific written authorization from Suddenlink. In Suddenlink's discretion, Suddenlink may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Suddenlink affiliates.

64. No Warranty; Limitation of Liability. Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Suddenlink on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Suddenlink, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Suddenlink Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Suddenlink Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Suddenlink's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Suddenlink Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Suddenlink Parties nor any Third Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Suddenlink shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Suddenlink Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party. Suddenlink's Maximum Liability to Customer arising under this Agreement shall be the lesser of $5,000.00 or the amount actually paid by Customer for Services hereunder for the respective regular billing period.

65. Indemnification. Customer agrees to defend, indemnify, and hold harmless Suddenlink Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of or related in any way to the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Suddenlink to Customer. Customer agrees to indemnify and hold harmless the Suddenlink Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Suddenlink's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Suddenlink Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Suddenlink or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Suddenlink, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Suddenlink.

66. Regulatory Authority. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended.

67. BINDING ARBITRATION. Please read this section carefully. It affects your rights. Any and all disputes arising between You and Suddenlink, including its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, predecessors, and successors, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement, claims that may arise after the termination of this Agreement. Notwithstanding the foregoing, either You or Suddenlink may bring claims in small claims court in Your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. You may also bring issues to the attention of federal, state, and local executive or administrative agencies. Resolving Your dispute with Suddenlink through arbitration means You will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND SUDDENLINK EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.

a. Opting Out of Arbitration. IF YOU HAVE BEEN AN EXISTING CUSTOMER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH SUDDENLINK OR A PREDECESSOR COMPANY, THIS OPT-OUT PROVISION DOES NOT APPLY TO YOU. IF YOU BECAME A CUSTOMER ON OR WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY SUDDENLINK IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO ALTICE SHARED SERVICES, 200 JERICHO QUADRANGLE, JERICHO, NY 11753 ATTN. ARBITRATION. YOUR WRITTEN NOTIFICATION TO SUDDENLINK MUST INCLUDE YOUR NAME, ADDRESS, AND SUDDENLINK ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH SUDDENLINK THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH SUDDENLINK OR THE DELIVERY OF SUDDENLINK SERVICES TO YOU. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH SUDDENLINK.

b. Pre-Arbitration Process. (i) Notice Of Dispute. Before commencing an action in arbitration, You must first notify us of Your dispute and allow us an opportunity to resolve it without the need for arbitration. You must write us a letter briefly explaining the dispute and stating the relief that You demand. Provide as much information as possible, including where applicable dates and specific amounts of money. Also include the account holder's name, the account number, the service address, and a telephone number at which You may be reached during business hours. For Your convenience, You may download a Notice of Dispute form from our website at https://www.suddenlink.com/sites/default/files/Notice-Of-Dispute.pdf. Once you have written the letter or filled out the Notice, send it to us by certified mail at Altice Shared Services, 200 Jericho Quadrangle, Jericho, NY 11753, Attn: Customer Disputes. (ii) 30 Day Wait Period. If Suddenlink has not been able to resolve your dispute to your satisfaction within 30 days from when we received your Notice of Dispute, you may start arbitration proceedings.

c. Commencing an Arbitration. To commence an arbitration, you must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Suddenlink. A Demand for Arbitration form can be found on the AAA website at https://www.adr.org/CommercialForms.

d. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Commercial Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern. A single arbitrator will resolve the dispute between You and Suddenlink. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including customer personally identifiable information. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, or the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, the arbitrator shall not be bound by rulings in other arbitrations involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement. Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is less than $50,000, Suddenlink agrees that You may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by AAA rules. If the amount in dispute exceeds $75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

e. Arbitration Fees. Except as otherwise provided in this arbitration provision, Suddenlink will pay all arbitration filing, administrative, and arbitrator fees for any arbitration that Suddenlink commences or that You commence seeking damages of $10,000 or less. If You commence an arbitration seeking greater than $10,000 in damages, arbitration filing, administrative, and arbitrator fees shall be allocated in accordance with the AAA rules. If You cannot pay Your share of these fees, You may request a fee waiver from the AAA. In addition, Suddenlink will consider reimbursing Your share of these fees if You indicate You cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that You incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Suddenlink to pay those costs and expenses. Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and You agree to reimburse Suddenlink for any amounts Suddenlink may have paid on Your behalf.

f. Governing Law. Because the Service(s) provided to You involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

g. Waiver of Class and Representative Actions. YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED. You and Suddenlink agree that each party may bring claims against the other only in Your or its individual capacity and may not participate as a class member or serve as a named plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Suddenlink account holders, neither You nor Suddenlink may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing. If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court. In that instance, or any instance when a claim between You and Suddenlink proceeds to court rather than through arbitration, You and Suddenlink each waive the right to any trial by jury through this Agreement.

h. Severability and Survival. If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

68. Governing Law. Subject to Section 26.f above, this Agreement shall be governed by the laws of the state of New York.

69. Severability. If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

70. No Relationship. Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Suddenlink and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

71. Survival. All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to

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survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

72. **Force Majeure.** Suddenlink Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Suddenlink, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

73. **Entire Agreement.** This Agreement, including the applicable Additional Terms of Service, Privacy Policy and Acceptable Use Policy ("AUP"), the Service Order and the Schedule of Fees constitute the entire agreement between Suddenlink and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Suddenlink in connection with the sale, installation, maintenance or removal of Suddenlink's Services or Equipment shall be binding on Suddenlink except as expressly included herein.

74. **Amendment; Notice.** Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Suddenlink may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Suddenlink's website (www.suddenlink.com), or by sending notice via email or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Suddenlink may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check postal mail, e-mail and all postings on the Suddenlink web site (www.suddenlink.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of the all Service(s) and notify Suddenlink that Customer is cancelling this Agreement in accordance with the then-current policy.

Exhibit A

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Service Level Agreement (Fiber Services Only) Not applicable to COAX

This Service Level Agreement ("SLA") covers the local transport area to the Suddenlink demarcation point including Suddenlink equipment associated with the endpoints such as POE devices and routers. The provisions described below shall be Customer's sole and exclusive remedy in the event of Interruption.

MEAN TIME TO REPAIR

Suddenlink's objective is a four (4) hour mean-time-to-repair ("MTTR")

SERVICE LEVEL GUARANTEE

Interruption/Outage ("Interruption"): Defined as a total loss of Service.

Service Level Guarantee: If Customer detects an Interruption, Customer shall open a trouble ticket with Suddenlink Network Operation Center by calling 866-232-5455 (option 4) or via the customer portal at Suddenlink.com. An Interruption period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Interruption and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Suddenlink's trouble reporting system. An Interruption period ends when the circuit/service is operative.

a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
b. If an Altice/ Suddenlink technician is dispatched for a reported failure and it is determined that such failure is not within Suddenlink's control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to customercare@suddenlink.com within thirty (30) calendar days of the Interruption.
d. For calculating credit allowances, every month is considered to have thirty (30) days.
e. A credit allowance is applied on a pro rata basis against the monthly recurring charge for the affected circuit/service and is dependent upon the length of the Interruption.

Suddenlink shall credit Customer's monthly recurring charges for the circuit/service experiencing the Interruption as follows:

Outage Duration	Credit of Monthly Charges
Less than 30 minutes	none
30 minutes up to but not including 3 hrs	1/10 of a day
3 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

Limitations: Total credits in a given month shall not exceed one hundred percent (100%) of the monthly recurring charge for the affected circuit/service in that month.

No credit allowance will be made for:

a. Interruptions caused by the negligence of Customer or third parties outside of Suddenlink's control.
b. Interruptions due to the failure of power, equipment, systems or connections not provided by Suddenlink under this Agreement.
c. Interruptions during any period when Customer has released the circuit for maintenance or rearrangement purposes or for the implementation of a Customer order.
d. Interruptions which continue because of Customer's failure to authorize replacement of any element of the Service.
e. Interruptions due to force majeure events.
f. No trouble found or where the fault of the trouble is undetermined.

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Commissioners Court - Regular Session **70.**

Meeting Date: 05/19/2020

Clean Air Colition air quality funding for FY 21

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 FY21 Capital Area Council of Governments (CAPCOG) air quality program annual funding.

Background

Due to the availability of state funding that can be used for air monitoring for FY 2020 and 2021, CAPCOG's request for FY 2021 is considerably less than the funding requested for FY 2020, but will be critical to supporting the other activities in CAPCOG's scope of work. The FY 21 ask is for $15,762, which is $29,944 LESS than FY 20.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Air Quality Funding Amounts

Clean Air Coalition Scope of Work

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/11/2020 01:46 PM
Form Started By: Garry Brown		Started On: 05/11/2020 01:21 PM
Final Approval Date: 05/11/2020		

Capital Area Council of Governments
6800 Burleson Road, Building 310, Suite 165
Austin, Texas 78744-2306
Ph: 512-916-6000 Fax: 512-916-6001
www.capcog.org

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

May 8, 2020

Honorable Williamson County Commissioner Terry Cook
1801 E. Old Settlers Blvd., Ste. #110
Round Rock, TX 78666

RE: Fiscal Year 2021 Air Quality Program Funding Request

Dear Commissioner Cook:

This year marks CAPCOG's 50th Anniversary, and one of the programs that has exemplified the spirit of regional cooperation at CAPCOG has been its Air Quality Program. It is in this spirit that I am writing you to request that Williamson County again consider funding CAPCOG's Air Quality Program in FY 2021. Over the years, CAPCOG's Air Quality Program has been a local government-driven air quality planning effort to protect public health, the environment, the region's economy, and flexibility in regional transportation planning. The program includes air quality data collection and analysis, tracking and updating of the region's air quality plan, technical assistance to local partners to implement emission reduction measures, and public outreach to help improve air quality and reduce exposure to pollution. The strength of this partnership has been evident in recent years as over 20 local governments stepped in to fully fund the Air Quality Program, despite the loss of state funding in 2017.

The legislature has now partially reinstated funding for our data collection efforts, but we will still need some local funding for FY 2021 in order to conduct data analysis, outreach, technical assistance, and on-going support of the Clean Air Coalition, such as developing an annual air quality report and providing monthly updates. Consistent with the approach we have taken in prior years, CAPCOG is requesting that Williamson County and all other city and county governments participating in the Clean Air Coalition consider contributing to CAPCOG's FY 2021 Air Quality Program based on each jurisdiction's population and local government type (city or county). We are of course aware of the challenges that our communities face in planning for their FY 2021 budgets, so we are happy to be able to reduce our funding request for FY 2021 to $15,762, down from the $45,706 requested for FY 2020. And while we are also aware that budgets will not be finalized until late summer, we are requesting that you let us know by the end of May if your county will be able to participate so that we can plan our own budget and work plan accordingly.

Thank you again for your participation in the Clean Air Coalition and your consideration of this request. If you have any questions, please feel free to contact me at (512) 916-6043 or at ahoekzema@capcog.org.

Sincerely,

Andrew Hoekzema
Director of Regional Planning and Services

CAPCOG Fiscal Year 2021 Air Quality Funding Request Overview

Estimate of Total Air Quality Funding Needs for FY 2021

CAPCOG anticipates needing $430,000 to conduct the air quality program in FY 2021. This is the same amount planned for FY 2020. This funding will enable CAPCOG to carry out the tasks identified in CAPCOG's 2019-2023 air quality scope of work approved by the CAC in February 2019:

1. CAC Support;
2. Technical Assistance to CAC Member Organizations to Implement Emission Reduction Measures;
3. Outreach and Education Activities;
4. Annual Air Quality Report;
5. Ozone Monitoring;
6. Monitoring Data Analysis;
7. Emissions, Control Strategy, and Air Quality Modeling Analysis; and
8. Other Studies and Planning Activities.

The following table summarizes the estimated funding need for each group of tasks for FY 2021.

Table 1. Funding Needs for FY 2021 by Task Group

Task Group	Tasks	FY 2021 Funding Need
Monitoring	5	$155,000
Data Analysis	6 and 7	$50,000
Planning Activities	1, 4, and 8	$75,000
Outreach and Technical Assistance	2 and 3	$150,000
TOTAL	**n/a**	**$430,000**

Estimate of Local Funding Need for FY 2021

CAPCOG will be reducing our FY 2021 funding request from local governments due to the availability of TCEQ funding to pay for CAPCOG's monitoring costs in FY 2020 and FY 2021. CAPCOG expects that a total of $275,000 will be needed from local sources for FY 2021. This will include approximately $125,000 carry-forward from local funding raised for FY 2020 (due to use of TCEQ funding for the majority of monitoring costs in 2020 rather than local funds), and approximately $150,000 in new revenues from CAC members.

CAPCOG's anticipated $150,000 funding request to local governments represents a 65% reduction in local funding requested from the $430,000 requested for FY 2020. However, the opportunity for carryforward into 2021 is a one-time advantage. In the future, CAPCOG would expect to need $289,375 from local sources each year to carry out all of the tasks other than monitoring (CAPCOG is assuming continued availability of TCEQ to be available to cover monitoring costs in FY 2022 and FY 2023), or more, to account for cost increases year over year):

- Annual budget: $430,000
- Annual TCEQ funding: $140,625
- Difference: $289,375

Please also note that if there are any jurisdictions that choose not to participate in funding for FY 2021, we would either need to scale back our FY 2021 program or need additional funding from jurisdictions that are participating to make up for the difference.

FY 2021 Funding Request by Jurisdiction

CAPCOG calculated the FY 2021 funding request for each jurisdiction using the same approach as we did for our FY 2018, FY 2019, and FY 2020 funding requests, based on the latest population data and jurisdiction type. Counties pay half the rate as cities, reflecting their more limited sources of revenue compared to cities. CAPCOG used January 1, 2019, population estimates from the State Demographic Center, resulting in an FY 21 rate for cities of $0.055149 per capita, and a rate of $0.027574 per capita for counties. The following table summarizes the funding requests for FY 2021 by jurisdiction, along with a comparison to the FY 2020 funding request.

Table 2. FY 2021 CAPCOG Air Quality Program Funding Request by Jurisdiction and Comparison to FY 2020 Request

Entity	FY 20 Request	Population 1/1/19	FY 21 Request	Difference
Bastrop County	$7,239	88,296	$2,435	($4,804)
Caldwell County	$3,450	42,956	$1,184	($2,266)
Hays County	$17,789	226,853	$6,255	($11,534)
Travis County	$101,111	1,260,620	$34,761	($66,350)
Williamson County	$45,706	571,610	$15,762	($29,944)
City of Austin	$155,824	974,581	$53,747	($102,077)
City of Bastrop	$1,455	9,211	$508	($947)
City of Bee Cave	$1,038	6,957	$384	($654)
City of Buda	$2,304	18,323	$1,010	($1,294)
City of Cedar Park	$11,026	73,766	$4,068	($6,958)
City of Elgin	$1,633	10,234	$564	($1,069)
City of Georgetown	$11,312	75,247	$4,150	($7,162)
City of Hutto	$4,018	24,809	$1,368	($2,650)
City of Kyle	$6,970	46,174	$2,546	($4,424)
City of Lago Vista	$1,070	7,114	$392	($678)
City of Lakeway	$2,484	15,827	$873	($1,611)
City of Leander	$8,521	58,638	$3,234	($5,287)
City of Lockhart	$2,268	13,889	$766	($1,502)
City of Luling	$975	6,016	$332	($643)
City of Pflugerville	$10,544	68,924	$3,801	($6,743)
City of Round Rock	$20,275	130,282	$7,185	($13,090)
City of San Marcos	$9,994	66,466	$3,667	($6,327)
City of Sunset Valley	$119	698	$38	($81)
City of Taylor	$2,875	17,597	$970	($1,905)
TOTAL – MSA	**$430,000**	**2,190,335**	**$150,000**	**($280,000)**

Capital Area Council of Governments Scope of Work for Support of the 2019-2023 Austin-Round Rock-Georgetown MSA Regional Air Quality Plan

Approved by the Clean Air Coalition on February 13, 2019

This scope of work (SoW) identifies the tasks that the Capital Area Council of Governments (CAPCOG) intends to carry out in support of the 2019-2023 Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA) Regional Air Quality Plan adopted by the Central Texas Clean Air Coalition (CAC). Tasks in this SoW relate to specific roles that the Plan anticipates for CAPCOG throughout the term of the Plan, and are described in a general manner in order to broadly describe these activities in any given year. In the fall of each year, after the level of resources that will be available for the fiscal year is confirmed, CAPCOG will prepare a more specific work plan for the following year for approval by the CAC. CAPCOG will provide annual reports to the CAC on the use of local air quality funding by CAPCOG's Air Quality Program.

Task 1: Clean Air Coalition Support

This task involves ongoing CAPCOG support for the CAC and the CAC Advisory Committee (CACAC). The CAC is the region's umbrella organization for regional air quality planning among cities, counties, and other regional stakeholders, including private industry. The CACAC provides technical and policy advice to the CAC on air quality issues. This support includes:

- Preparation of agendas and supporting materials for CAC and CACAC meetings;
- Presenting information at CAC and CACAC meetings;
- Researching issues at the request of the CAC and CACAC;
- Providing periodic updates on air quality issues to the CAC and CACAC through newsletters and other communications;
- Logistical support for CAC and CACAC meetings, including recording meeting minutes and maintaining committee records;
- Coordinating appointments to the CAC and CACAC;
- Briefing new members of the CAC and CACAC on air quality issues;
- Participation in air quality-related work groups on behalf of the region; and
- Preparation and submission of comment letters, resolutions, and other documents related to policy advocacy undertaken by the CAC and CACAC.

Expected outputs include:

- Monthly air quality newsletters;
- At least four regularly scheduled CAC meetings each year;

- At least four regularly scheduled CACAC meetings each year; and
- An annual work plan to be approved by the CAC by December 31 of the prior year.

Task 2: Technical Assistance to CAC Members to Implement Emission Reduction Measures

Under this task, CAPCOG will provide technical assistance to CAC members to implement emission reductions identified in the region's 2019-2023 air quality plan. This includes identifying best practices for implementing emission reduction commitments that an organization has made, analyzing operational data provided by an organization, identifying opportunities to maximize emission reductions, and assisting organizations with securing the funding and training needing to implement emission reduction measures.

Expected outputs include, at a minimum:

- Periodic workshops;
- Grant application assistance;
- Coordination of regional grant applications; and
- Templates and other resources for implementation of emission reduction measures.

Task 3: Outreach and Education Activities

This task involves air quality outreach and education activities carried out by CAPCOG. This includes:

- Maintaining the AirCentralTexas.org website;
- Maintaining AirCentralTexas.org social media accounts;
- Staffing at air quality outreach events;
- Institutional outreach and recruitment of new Clean Air Coalition supporting members;
- Outreach to the media and meteorologists;
- Air quality advertising; and
- In-kind support for the Commute Solutions program, if necessary.

CAPCOG staff will provide periodic reports on its outreach activities as requested by the CAC.

Task 4: Annual Air Quality Report

This task involves preparing CAPCOG's annual air quality report, which summarizes the region's air quality data from the previous year, the status of the implementation of the emission reductions within the region, and other information relevant to tracking the region's progress in implementing the regional air quality plan. This report provides an important tool for documenting the region's efforts to EPA and TCEQ, and to provide accountability among CAC members on implementation of commitments.

Expected outputs include:

- Annual air quality reports covering calendar years 2019, 2020, 2021, and 2022

Task 5: Ozone Monitoring

Under this task, CAPCOG will conduct ozone and meteorological monitoring at eight continuous air monitoring stations (CAMS) throughout the region in accordance with the 2019-2023 monitoring plan approved by the CAC in May 2018. Activities funded under this task will include:

- Relocation of any monitoring equipment if recommended in the 2019-2023 monitoring plan;
- Preventative maintenance activities;
- Regular equipment calibrations;
- Equipment rental or replacement;
- Incidental equipment repair costs and supply costs;
- Provision of utilities to each station;
- Licenses to use TCEQ's LEADS data system to host and display monitoring data;
- Reporting data to TCEQ's LEADS system and EPA's AirNow system;
- Data validation activities;
- Monthly reports on from CAPCOG's contractor; and
- An annual report summarizing monitoring activities and comparison of performance to data quality objectives in CAPCOG's Quality Assurance Project Plan (QAPP).

CAPCOG's primary data objectives are based on EPA's most recent ambient air monitoring guidance for ozone monitoring:

- Collection and validation of at least 75% of all possible hourly ozone, wind speed, wind direction, temperature, and humidity measurements each month from March 1 through November 15 each year;
- Ozone measurements to remain within 7% of reference measurements during monthly calibrations. These performance goals are consistent with EPA's most recent ambient air monitoring guidance for ozone monitoring.

Expected outputs include:

- Hourly, quality-assured ozone, wind speed, wind direction, temperature, and relative humidity data reported to TCEQ's LEADS system and EPA's AirNow system from eight CAPCOG monitoring stations; and
- An annual monitoring report documenting monitoring activities completed that year and a comparison of performance to data quality objectives.

Task 6: Monitoring Data Analysis

Under this task, CAPCOG will perform an annual data analysis of the air pollution and meteorological data collected in the previous year and compare these data to data collected in previous years. This will help identify the conditions that were most likely to lead to high air pollution levels, whether these conditions were more or less likely to occur in 2018 compared to prior years, and whether there were any specific emissions-related or meteorological-related explanations for any deviations from what has been typical for the previous several years. This analysis will help provide a better understanding of the extent to which local emission reduction efforts impacted ambient air pollution concentrations.

Expected outputs include:

- An annual air monitoring data analysis report;
- Accompanying spreadsheets.

Task 7: Emissions, Control Strategy, and Air Quality Modeling Analysis

Under this task, CAPCOG will analyze emissions and air quality modeling data relevant to ongoing regional air quality planning. This includes:

- Reviewing point source emissions inventory data reported by the facilities;
- Review mobile source emissions inventory data prepared by EPA, TCEQ, or others;
- Review studies and technical reports related to emissions and control strategies;
- Review of air quality modeling analyses conducted by EPA, TCEQ, and others;
- Refinement of emissions estimates for key sources, where appropriate;
- Analyzing trends in changes in emissions over time;
- Assessing the level of control current emission reduction measures are achieving;
- Estimating the ambient air quality impact of various emissions control and growth scenarios; and
- Estimation of costs and benefits of implementing various control strategies.

Expected outputs include:

- Memos summarizing emissions, control strategy, and modeling analyses completed;
- Reports documenting any emissions inventory refinement, control strategy assessments, or impact assessments completed.

Task 8: Other Studies and Planning Activities

This task involves other research and planning activities as directed by the CAC. Examples projects in this category include:

- Preparation of an annual work plan for approval by the CAC that provides further definition to activities that will be carried out by CAPCOG in the following year;
- Analysis of the health, environmental, and social impacts of regional air pollution;
- Analysis of the potential economic and regulatory impacts of non-compliance with air quality standards; and
- Development of air quality plans.

Resources

This scope of work is being carried out during FY 2020 with approximately $430,000, with contributions from 22 different local governments providing the necessary funding. CAPCOG will prepare an updated estimate of the annual funding needed to carry out this scope of work during the first quarter of each year ahead of funding requests submitted to local governments for the following year, based on any changes in costs of goods and services and each jurisdiction's population in accordance with the funding formula CAPCOG has used for FY 2018-2020.

Commissioners Court - Regular Session **71.**

Meeting Date: 05/19/2020

Acceptance of software license and service agreement

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

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of Software License and Service Agreement with KNOW iNK, LLC., a potential vendor, to allow the Elections Department a four-month 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. There is no cost associated with this trial period.

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 four-month period of time, KNOW iNK, LLC. is requesting acceptance of a Software License and Service Agreement protect the confidentiality of their proprietary information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KNOW iNK Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/04/2020 10:00 AM
Form Started By: Jenifer Favreau		Started On: 05/01/2020 01:39 PM
Final Approval Date: 05/04/2020		

2111 Olive Street | Saint Louis, MO 63103 | 855-765-5723 | sales@knowink.com | www.knowink.com

POLL PAD
ANY LINE | ANY TIME

~ SOFTWARE LICENSE AND SERVICE AGREEMENT ~
BETWEEN KNOW iNK, LLC AND THE CUSTOMER

THIS COMPUTER SOFTWARE AND DATABASE SERVICE AGREEMENT is dated this 5th day of March, 2020

County Name:	Williamson County TX Elections
Contact:	Chris Davis
Address:	301 SE Inner Loop, Suite 104
City / State / ZIP:	Georgetown, TX 78626
Telephone:	(512) 943-1630
Email:	cjdavis@wilco.org
Number of Poll Pad Leases:	(1) Poll Pad Software License + Equipment
Additional Services:	N/A
Total Amount for Lease/Pilot/Additional Services:	$0.00
Start & End Date of Agreement:	May 1, 2020 - August 31, 2020

THIS IS A COMPUTER SOFTWARE LICENSE AND SERVICE AGREEMENT.
This Agreement shall be on the terms and conditions set forth herein which shall constitute the entire agreement of the parties.

1) ENGAGEMENT

a) Williamson County TX Elections ("Customer") agrees to pay KNOW iNK, LLC ("Service Provider"), as set forth above, the fees for the services provided to the Customer in setting up the Poll Pads and for any initial training and site support.
b) The Customer agrees to pay the sum of Zero dollars ($0.00) per Poll Pad delivered with the KNOW INK Poll Pad Software as set forth above.
c) The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of maintenance and software updates as the Customer & Service Provider may agree upon (the "Services"), and the Service Provider hereby agrees to provide said Services to the Customer.
d) The Customer agrees to comply with the terms and conditions of this Agreement and agrees not to use the Software in any way beyond the scope of this Agreement.
e) The Customer agrees to return all Poll Pads and other equipment within 30 days of the termination of this Agreement.

2) TERM OF AGREEMENT

a) The term of this Agreement will begin on the date of this Agreement and will continue in full force for the term period as specified above and is subject to earlier termination as otherwise provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.
b) The Customer agrees to only use the software during the term of this Agreement and any renewals thereof.

3) PERFORMANCE

a) The Service Provider agrees to provide maintenance to Customer's electronic Poll Pads and provide software updates and new releases, as necessary.
b) Service Provider agrees to physically or remotely answer a service call request within eight (8) hours of being called for service.
c) The compensation for computer servicing and maintenance is limited to labor charges only. If parts or upgrades are needed to complete the annual support and maintenance at any given time the Customer shall have the right to purchase the part[s] or upgrade[s] needed from another source as recommended by Service Provider. The Limit of Liability and warranty of said part[s] or upgrade[s] would be the responsibility of Customer if purchased from an outside source and in no way should be put upon the Service Provider.
d) In the event the Service Provider is unable to provide the services set forth herein, the Service Provider will assist the Customer in supporting the Poll Pad software without the on-going assistance of the Service Provider.

4) COMPENSATION

a) For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation as stated above for the contract duration as specified.
b) Customer shall pay compensation of service contract as agreed upon herein to Service Provider and as set forth above.

5) ADDITIONAL COMPENSATION AND TAXES

a) The Customer will provide additional compensation for all computer hardware parts replaced or software modifications that are requested by the Customer. Customer will be invoiced for payment at the conclusion of the service call when performed.
b) The Customer agrees to pay, upon demand, any and all sales, use, or other similar tax which may be assessed on the Service Provider by any governmental agency on any aspect of the transaction contemplated herein.

6) ASSIGNMENT

a) The Service Provider may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

7) CAPACITY/INDEPENDENT CONTRACTOR

a) It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture.

8) MODIFICATION OF AGREEMENT

a) Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

9) TIME OF ESSENCE/BREACH

a) The making of payments at the times they respectively become due shall be considered as the essence of the Agreement, and in case of failure so to do, or in case the Customer shall fail to make any other payment due to the Service Provider, the Service Provider shall have the right to cancel the Agreement, and to declare due the entire amount unpaid.

b) If after any default in this Agreement the Service Provider shall place any matter arising out of or concerning this agreement with an attorney, either to collect damages or in response to legal action brought by the Customer, the Customer shall pay all of the Service Provider's reasonable legal fees, including court costs.

10) ENTIRE AGREEMENT

a) This Agreement is the complete and exclusive statement of the mutual understandings of the parties. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other then was is expressly stated herein.

11) SEVERABILITY

a) In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

12) TERMINATION OF THIS AGREEMENT

a) The Service Provider may terminate this Agreement at any time giving the Customer 90-days written notice. The Service Provider also retains the right to terminate this License, at any time, should the Customer violate any of the provisions set forth herein regarding the software's use.

13) GOVERNING LAW

a) It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed with and governed, to the exclusion of the law of any other forum, by the laws of the State of Missouri. This Agreement is not binding until accepted by the Service Provider in writing by an officer at its office in St. Louis, Missouri.

14) ADDENDUM TO EQUIPMENT LEASE CONTRACT FOR LEASES TO STATE OR MUNICIPAL ENTITIES

Non-Appropriation of Funds. You believe that funds can and will be obtained in amounts sufficient to make all Lease Payments during the Lease term. You and your fiscal officer hereby covenant that you (the Lessee entity) and he/she will do all things within your and his/her power to obtain, maintain and properly request and pursue funds from which the lease payments and payments for other related charges, if any, may be made, specifically including in your annual budget requests amounts sufficient to make such payments for the full Lease term. You intend to make all such payments for the full Lease term if funds are legally available for that purpose. If your official governing body does not allot you funds for the succeeding fiscal year to continue such payments under the Lease, and you have no other available funds to continue making such payments under the Lease or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Lease, you may terminate the Lease at the end of the then current fiscal year, by giving ninety (90) days prior written notice to us, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist.

IN WITNESS WHEREOF, the parties have duly executed this Service Agreement this_____day of_____, 2020

Customer Authorized Signature:_____ Date:_____, 2020

Printed Name of Authorized Signatory and Title: _____

ACCEPTED BY KNOW INK

Authorized Representative: _____

Commissioners Court - Regular Session **72.**

Meeting Date: 05/19/2020

FirstWatch Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the system enhancement agreement between FirstWatch Solutions, Inc. and Williamson County.

Background

FirstPass allows Williamson County EMS to capture data that can be monitored by FirstWatch. This allows for automated feedback on adherence to patient care protocols, enabling more effective quality improvement. Williamson County EMS will become a FirstPass add-on agency to Williamson County Communications. Agreement was reviewed by WilCo legal. Funding was approved in the FY20 EMS budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/05/2020 03:08 PM
County Judge Exec Asst.	Andrea Schiele	05/05/2020 03:59 PM
Form Started By: Michael Knipstein		Started On: 05/05/2020 02:03 PM
Final Approval Date: 05/05/2020		

FIRST WATCH
Every Record. In Real Time. Automatically.

10 Triggers & 6 FP Protocols

FirstWatch Solutions, Inc.
1930 Palomar Point Way, Suite 101
Carlsbad, California 92008 USA
Phone: 760-943-9123 Fax: 760-268-0922
Atten: Carlynn Crampton, Regional Manager (Ph Ext 258)

System Enhancement Quote

Customer Information:

Name: **Mike Knipstein, Director**
Organization: **Williamson County EMS**
Address: **PO Box 873**
City, ST Zip: **Georgetown, TX 78627**
Phone: **512-943-1224**
Email: **mknipstein@wilco.org**

Quote Information:

Date: 4/14/2020
Expiration Date: 10/11/2020

Call Volume: 30,000
Population: 410,000

Qty	Description	Unit Price	Item Total
	Triggers		
10	Standard FirstWatch Triggers	$400	**$4,000**
10	Standard FirstWatch Triggers Annual Support & Maintenance	$200	**$2,000**
		Sub-total	**$6,000**
	FirstPass Module (FP)		
1	FirstPass Module w/Protocol & Reporting Bundle (Requires ePCR data source)	$30,000	**$0**
1	FirstPass Annual Support & Maintenance	$6,600	**$0**
1	Additional FirstPass Add-on Agency	$5,000	**$0**
1	Additional FirstPass Add-on Agency Annual Support & Maintenance	$1,100	**$0**
6	Additional Custom Protocols (beyond the basic bundle)	$1,500	**$9,000**
6	Additional Custom Protocols Annual Support & Maintenance	$330	**$1,980**
		Sub-total	**$10,980**
		Total of Items Above	**$16,980**

Payment of All Year One Fees

System Enhancement (Payment of All Year One Fees) - Total:	**$16,980**

Estimated Annual Support & Maintenance beyond Year 1 (not applicable to Software as a Service)

Estimated Annual Support & Maintenance for Year 2 (based on a 3% annual increase):	**$4,099**
Estimated Annual Support & Maintenance for Year 3 (based on a 3% annual increase):	**$4,222**
Estimated Annual Support & Maintenance for Year 4 (based on a 3% annual increase):	**$4,349**
Estimated Annual Support & Maintenance for Year 5 (based on a 3% annual increase):	**$4,480**

Williamson County EMS will become a FirstPass add-on agency to Williamson County Communications. In recognition of Dr. Jarvis' contribution to EMS research, the add-on FirstPass agency fee (which includes the reporting bundle) was waived as a special partnership agreement. This waiver will remain in effect as long as Dr. Jarvis continues as the Medical Director for Williamson County EMS and we are working towards improvements together. To the extent possible, this agreement should be kept confidential and should not be shared outside of Williamson County.

• **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.

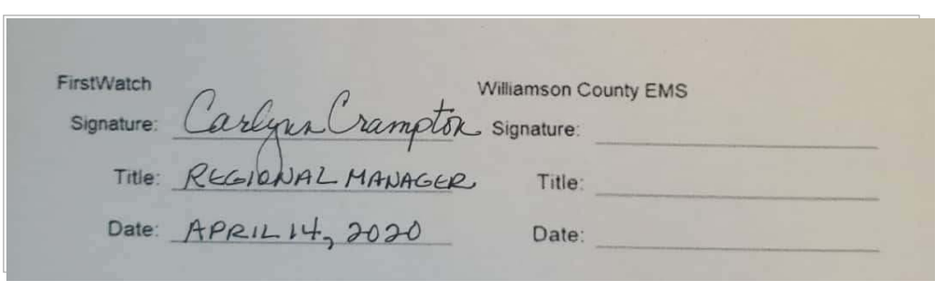
• **Texas Prompt Payment Act Compliance**: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the 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.

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

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

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

• **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 sixty (60) 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.



Williamson County EMS
'System Enhancement Quote' - 04/14/2020 - Additional Information

General Project Information

FirstWatch has worked diligently to keep pricing 'fair and reasonable' as well as in developing a REMOTE approach to FirstWatch software sales, presentation, deployment, installation, data interface, system configuration and training; as such we have NOT included any fees for travel associated with this project. If travel is requested / required by customer, customer will be asked to pay for all travel-related expenses (e.g., transportation, accommodations, food) incurred by FirstWatch at the request of customer and approved by customer, for Software-related services such as on-site installation, training, customization, integration, support and maintenance.

This quotation is valid for 180 days from creation as noted on the top of page 1. For additional information or questions please contact the FirstWatch Representative also noted on the top of page 1.

Payment Option - System Enhancement Standard Purchase

This payment option includes all Year 1 project fees, with a standard payment breakdown based upon the following project milestones: 50% of all Year 1 project fees payable at contract signing or receipt of a Purchase Order and the remaining 50% payable at project completion or Go Live.

FirstWatch - Standard Triggers

Standard FirstWatch triggers are defined as: existing (commercially available) FirstWatch trigger technology that does not require any custom programming. Regular triggers are based on existing functionality, related to existing data sources and data structures. Triggers requiring custom programming are considered non-standard or custom triggers and may have additional cost associated, which will be based on the estimated development efforts. Regular triggers are generally based on Syndromic Surveillance, Operational/Performance, or Situational Awareness monitoring. Details available upon request...or see Regular Trigger definition document for more details.

FirstPASS - w/ Standard Protocol, Clinical Triggers and Reports Bundle

FirstWatch System Enhancement: ADDING FirstPass (FP) enhancement module to existing FirstWatch Base System. Please NOTE: the FirstPass enhancement module requires a data source interface into ePCR data system. FirstPass is a smart queue based QA/QI tool which includes a Recommended Base Bundle of (6) Standardized FirstPass Protocols (included with enhancement module) for: STEMI, Stroke, Cardiac, Trauma, Airway and Universal. These protocols are designed to provide measures against predefined, evidence based quality metrics. While the initial 6 protocols included in the bundle are preconfigured, the customer agency will also have the ability to add or vary unique metrics specific to their locality. Report Development Hours for Standardized/Base FirstPass Reports are included in the Bundle pricing; and will be based upon the above Standardized/Base FirstPass Protocols. Future Reports may offer simple overviews on; Protocol Deviation within the context of overall system (or individual) performance, Benchmarking and Paramedic Scorecards – all developed against the Standardized Protocols in the Bundle. Additional FirstPass Protocols, Reports and Clinical Triggers can be added (at additional cost initially/annually) and will be priced upon request. Please see Regional Manager for additional information.

Annual Support & Maintenance (ASM)

Annual Support recurs annually and includes: system enhancements, updates and patches, 24/7 urgent technical support, business hour support for routine issues and guidance with configuration of your FirstWatch System. Support fees increase annually. Annual Support fee increase is projected (for budget purposes) at 3% per year.

Commissioners Court - Regular Session **73.**

Meeting Date: 05/19/2020

FirstWatch BAA

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This BAA agreement is to cover the use of FirstWatch products, including FirstPass, for HIPAA data. This BAA has been reviewed and approved by Williamson County legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Watch

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/05/2020 03:08 PM
County Judge Exec Asst.	Andrea Schiele	05/05/2020 04:00 PM
Form Started By: Michael Knipstein		Started On: 05/05/2020 02:07 PM
Final Approval Date: 05/05/2020		

EMSFirstWatch Solutions, Inc.
Business Associate Agreement
Between FirstWatch Solutions, Inc. and Williamson County EMS

This Business Associate Agreement ("Agreement") between FirstWatch Solutions, Inc. (Business Associate) and Williamson County EMS (Covered Entity) is executed to ensure that Business Associate will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References**. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Business Associate will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Covered Entity without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

5. Make PHI in a designated record set available to Covered Entity and to an individual who has a right of access in a manner that satisfies Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by Covered Entity, or take other measures necessary to satisfy Covered Entity's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528;

8. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out that obligation;

9. Make its internal practices, books, and records 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 of the Department of Health and Human Services for purposes of determining Business Associate's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and

11. If Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Covered Entity's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to

mitigate any potential harm that may have occurred, and provide a report to Covered Entity of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of Covered Entity include uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Business Associate has been engaged to perform on behalf of Covered Entity.

D. Termination

1. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.

2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this _____ day of _____, 20____.

FirstWatch Solutions, Inc.	Williamson County EMS
Signature: _____	Signature: _____
Title: PRESIDENT	Title: _____
Date: 4/14/20	Date: _____

Commissioners Court - Regular Session **74.**

Meeting Date: 05/19/2020

Discretionary Exemption to 7- Sigma as Sole Source Provider for Airway Training Manikins.

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 7-Sigma 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 Training Manikins for Williamson County and authorizing the purchase.

Background

The exemption will allow EMS to purchase Training Manikins as needed, with the initial purchase estimated cost of $11,665.00. 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 Mike Knipstein Funding Source: 0100-0540-004234 Approved for FY2020.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sole Source Packet

Purchase Agent Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/14/2020 08:47 AM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 09:45 AM
Form Started By: Johnny Grimaldo		Started On: 05/14/2020 08:16 AM
Final Approval Date: 05/14/2020		

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 (rev. 02/08/2020)

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.**

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: John Gonzales, Commander
(512) 943-1491

Requested Single Sole Source Supplier:

Company Name: 7-Sigma
Contact Name: Kris Wyrobek
Address: 2843 26th Ave. South
City, State, Zip: Minneapolis, MN 55406
Phone Number: (612) 722-5358
Email: lharringer@7-Sigma.com
Website: www.7-S3.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.

7 Sigma manikins provide a new level of realism when it comes to airway trainers. 7 Sigma's manikins look & feel like real human bodies. The airways are modular which allows us to swap out a normal airway for a difficult airway. These manikins also have realistic mounts of the jaw & tongue, unlike the more common plastic manikins on the market today.

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":* If possible, we would like to have these manikins by April 6, 2020

Estimated Cost: $ 11,655.00

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: NO.

☑ **There is a substantial risk in selecting another product or service provider.** If so, please describe: Maybe not a risk, but certainly a product like 7 Sigma brings a more realistic airway trainer to our medics.

☑ **It is not possible to obtain competitive bids for consideration.** If so, why: 7-Sigma is the only company who sells & distributes this particular manikin.

☑ **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: NO, no other company makes manikins like this in this price range.

☑ **List any other sources, suppliers, products or service providers that you reviewed in your selection process:** Simulaids, Laerdal, Nasco, Life form.

☑ **List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):** Product manuals, web sites such as the Simulaids, Laerdal, Nasco, and Life form websites. Also Seminars at the Texas EMS Conference & the National Association of EMS Physicians conference.

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: March 3, 2020

Signature*: John C. Hayden

** 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 Negometrix is not necessary. This depends on the circumstance of the particular item/service and the type of sole source.

Williamson County Emergency Medical Services

To Respect, Care and Serve

March 4, 2020

Randy Barker
Purchasing Agent
Williamson County Purchasing

Re: Letter of Recommendation for 7-Sigma Simulation Systems

Mr. Barker,

Please accept this letter as my formal recommendation that Williamson County accept 7-Sigma Simulation Systems as the sole source supplier for high fidelity modular airway training products.

Sincerely,

Mike Knipstein
Director
Williamson County EMS

P.O. Box 873
3189 SE Inner Loop, Ste. A
Georgetown, Texas 78627

Main: (512) 943-1264
Fax: (512) 943-1269
www.wilco.org/ems

7-SIGMA Simulation Systems

Quote

7-SIGMA, Inc. (7S³)
Transcending Expectations

February 20, 2020
RFQ # 344
Quote # 392C

To: **Williamson County EMS**
Attn: John Gonzales, Commander Clinical Practice
3189 S. E. Inner Loop
Georgetown, Texas 78626
PH: 512-943-1491 / 512-966-8972
EM: jgonzales@wilco.org

Expiration Date: June 30, 2020

CONTACT: Troy Reihsen 612-532-1479	SHIPPING TERMS: Exworks	TERMS: Net 30 days (after review by 7-SIGMA)

Item Number	Item Description	List Price Each $USD	Quantity	Total
770001***	Caucasian Torso Airway Trainer with Advanced Skills Airway	$ 4,360.00	2	$ 8,720.00
580.770.7000	Caucasian Burn Victim Skills Kit (includes Burn Skills Complete Airway & Burn Victim Face Skin)	$ 2,500.00	1	$ 2,500.00
370.770.7701***	Full Size Airway Trainer Carry Cases	$ 350.00	2	$ 700.00
	Subtotal			$ 11,920.00
	NOTES			
	Send orders to Lharringer@7-sigma.com or customerservice@7-sigma.com			
	If carry case is purchased with Airway Trainers they will be packaged together & shipped as one unit			
	***Less Discount 5% on Airway Trainers & Cases			$ (471.00)
	***Shipping & Handling Ground (discounted Kit shipping)			$ 216.00
	Total:	$		11,665.00

Quotation approved by: _____
Linda Harringer, Customer Service

We are pleased to submit the above quotation for your consideration. should you place an order, be assured it will receive our prompt attention. Notes: All prices quoted in US Funds.

Thank you for your business!

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

7-SIGMA, Incorporated

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2843 26th Avenue South

6 City, state, and ZIP code

Minneapolis, MN 55406

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	1	–	1	2	4	1	5	5	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 1-8-20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

7-SIGMA Simulation Systems

7-SIGMA, Inc.
2843 26th Avenue South
Minneapolis, MN 55406
Phone (612) 722-5358
FAX (612) 252-6292

14-Feb-20

To

Williamson County EMS
3189 S.E. Inner Loop
Georgetown, Texas 78626

REF: Quote #392A & B

This notice is to confirm that 7-SIGMA Simulation Systems is the sole source and the manufacturer for the items provided. These items can not be purchased from a distributor or any other company. 7-SIGMA Airway Skill trainers recreates anatomical structures and geometry typical of the human anatomy. Modular construction and realism provide unparalled fidelity for versatile training on many pathologies and complications to better prepare the user for conditions other training systems do not support.

Patent Pending: U.S. Patent
Application No.: 15/452,945

Kris Wyrobek, President/CEO

Williamson County Purchasing Department
100 Wilco Way, Ste P101
Georgetown, Texas 78626 (512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

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

My name is Kris Wyrobek. My title is CEO.
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: Airway Skill Trainers - Quote #392C. I am the sole-source supplier of this item because: 7-SIGMA is the developer and manufacturer of the Airway Trainers. 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 28 day of February, 2020.

[Signature]

Kris Wyrobek - CEO
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on February 28, 2020, by Kristen Wyrobek
[Printed Name]

[Signature] Notary Public

BRITNI JADE MOLLNER
Notary Public
State of Minnesota
My Commission Expires
January 31, 2022

State of MN
My Commission expires on 01/31/2022

Randy Barker
CPPO, CPPB
PURCHASING AGENT / DIRECTOR

5/13/20

Williamson County Commissioners Court

Re: Sole Source recommendation for 7-SIGMA Simulation Systems

Dear County Judge and Commissioners,

Recently our Williamson County EMS made a request for qualifying the **7-SIGMA Simulation Systems as the sole source supplier for high fidelity modular airway training products.** 7-SIGMA Airway Skill trainers recreate anatomical structures and geometry typical of the human anatomy. Modular construction and realism provide unparalleled fidelity for versatile training on many pathologies and complications to better prepare the user for conditions other training systems do not support. 7-SIGMA Simulation Systems is the sole source and manufacturer for the items and they cannot be purchased from a distributor or another company.

EMS staff investigated airway management products from other suppliers to include Simulaids, Laerdal, Nasco and Lifeform in determining the product that best fits their needs.

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 Mike Knipstein, Williamson County EMS Director
- 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 **75.**

Meeting Date: 05/19/2020

Round Rock ISD Emergency Communications and Technology Services ILA

Submitted For: Chris Connealy **Submitted By:** Chris Connealy, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on establishing an ILA with Round Rock ISD for Emergency Communications and Technology Services.

Background

Round Rock ISD is establishing a law enforcement agency and is seeking services from Williamson County for Emergency Communications and Technology Services to support this newly formed department. The attached ILA describes the services to be provided.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Round Rock ISD -Wilco ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/06/2020 05:05 PM
Form Started By: Chris Connealy		Started On: 05/06/2020 03:53 PM
Final Approval Date: 05/06/2020		

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN WILLIAMSON COUNTY AND LAW ENFORCEMENT OR GOVERNMENT AGENCY FOR PARTICIPATION AND ACCESS TO COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

THIS INTERLOCAL is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Round Rock Independent School District Police Department** (hereinafter "The Agency"), a law enforcement agency in the State of Texas. This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.

Participation in The County's Public Safety Software Systems and Dispatch Services: The County will provide access to the public safety software systems under its license, which it maintains and supports, including but not limited to: application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at the sole discretion of The County. The Agency will fall under the same Service Level Agreements (SLAs) for IT services as County Departments for software services.

The County will provide dispatch services, including but not limited to: public safety admin and 9-1-1 phone answering services, radio dispatching, associated data collection for call taking and radio dispatch function, and any additional related services that are deemed necessary at the sole discretion of The County. The Agency will fall under the same Service Level Agreements (SLAs) for dispatch services as County Departments for these services.

II.

Excluded Services and Items: The following list contains services and items not included under this Agreement:

1. Replacement or repair to parts, equipment or software not covered by vendor/manufacturer warranty or support or purchased directly by The Agency.

2. The cost of any additional software (outside The County's public safety software systems) additional licensing or upgrade fees of any kind.
3. The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.
4. The cost to bring The Agency's environment up to Minimum Standards required (*e.g.,* proper operating systems, internet connection) for services.
5. Failures due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
6. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by Williamson County and within the standard set of services provided by Technology Services and 9-1-1 Communications.
7. Training services beyond the initial one-time user training conducted by Central Square along with County staff.
8. Any work related to compliance with Texas CJIS and other applicable laws and regulations.
9. Services provided outside of the Normal Working Hours as published by the County's IT Service Desk.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of The Agency and to the extent possible, assist The Agency in procuring the above listed items and services. Any such assistance will be deemed Additional Services and shall be paid for by The Agency.

III.

Exclusion of Warranties; and Limitation of Liability: The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF THE AGENCY OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.

B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING THE AGENCY, THE AGENCY'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO THE AGENCY OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO THE AGENCY OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO THE AGENCY AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY THE AGENCY TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND

2. IN ANY CASE, THE AGENCY MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

IV.

General Obligations of The Agency: Without limiting any of The Agency's other obligations under this Agreement, The Agency will:

1. Ensure that at all times at least one current staff person of The Agency has been fully trained on the use of the public safety software systems; Designate, by written notice, a primary and backup person as the point of contact for technology issues involving public safety software systems;
2. Notify The County of any changes in staffing that requires The County's direct communication with regards to authorized users;
3. Comply with all applicable Federal and State laws and regulations related to the use and operation of the County's public safety software systems; and
4. Abide by all relevant information technology and dispatch policies of The County set forth in Paragraph XVI below.

V.

Term: The initial term is from the date of execution of the Agreement to September 30, 2021. Following the initial term, the Agreement shall automatically renew each October 1st unless terminated pursuant to the terms of this Agreement.

VI.

No Assignment: This agreement may not be assigned.

VII.

Consideration: The County pays and maintains the basic public safety software systems and will charge The Agency for services and software licenses rendered as set forth in Exhibit D. The County's policy goal in the public interest is to foster standardization and streamline law enforcement cooperative efforts on county-maintained system(s) as much as reasonably possible; therefore, The Agency agrees to participate in the County's public safety software systems and abide by all relevant information technology policies of The County set forth in Paragraph XVI below.

VIII.

No Authority to Bind: Neither Party shall incur any obligations for or in the name of the other Party, or have the authority to bind or obligate the other Party. Neither Party shall make, issue or authorize any statements (whether oral or written) in contravention of the foregoing. Neither party shall

be responsible for the acts of an employee of another party.

IX.

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

X.

Good Faith Clause: The Parties agree to act in good faith in the performance of this agreement.

XI.

Confidentiality: The Agency expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of The County's confidential information that may be obtained while having access to The County's public safety software systems. The Agency further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XII.

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

XIII.

Venue and Applicable Law: Venue of this agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

1.1. **Notices:** The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Bill Gravell (or successor)
Title: County Judge
Address: Williamson County
710 Main Street
Georgetown, TX 78626
Phone: (512) 943-1550

If to Round Rock Independent School District Police Department:
Name: Steve Flores (or successor)
Title: Superintendent
Address: Round Rock Independent School District
1311 Round Rock Avenue
Round Rock, TX 78681
Phone: (512) 464-5000

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

XV.

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

XVI.

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

A. Williamson County Technology Services "Hardware & Software Requirements," as amended;
B. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended;
C. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy." as amended.
D. Charges for Services
E. Service Level Agreement for Dispatch Services

Documents listed above in items A-E are attached hereto as exhibits and are incorporated herein as if copied in full.

XVII.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this agreement on behalf of The County. This agreement is effective when signed by both parties.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____ **Date:** _____

Bill Gravell
County Judge

ROUND ROCK INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

By: Steve Flores **Date:** 5-6-2020

Steve Flores
Superintendent, Round Rock ISD

EXHIBIT D
COST SCHEDULE
(Incorporated as if copied in full as amended at the
sole discretion of the Williamson County Commissioners Court)

Total Users/Units: 11

Costs	FY 2020 Costs	Annualized Cost
Cost of Dispatch / Telecommunicator Services	$ 4,950.00 per month	$ 59,400.00
Cost of Technology Services	$ 689 per month plus one-time cost of $7,213.00	$ 15,481.00

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 party receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the party receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid 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.

Commissioners Court - Regular Session **76.**

Meeting Date: 05/19/2020

Aunt Bertha Inc

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of Enterprise Package Licenses for the Aunt Bertha System in the amount of $12,000.00 to support the operation of the Williamson County Mobile Outreach Team and exempting the purchase from the competitive procurement requirements per Texas Local Government Code Section 262.024(a)(7).

Background

Aunt Bertha is a website that citizens of the county can use to find various resources like food, transportation, legal services, housing, employment. This solution was previously exempted as a sole source as the system is proprietary. Department point of contact is Jeanne Williby. Funding source 01.0100.0341.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/13/2020 04:39 PM
County Judge Exec Asst.	Andrea Schiele	05/14/2020 08:26 AM
Form Started By: Andrew Portillo		Started On: 05/12/2020 04:55 PM
Final Approval Date: 05/14/2020		

Aunt Bertha, a Public Benefit Corporation

3616 Far West Blvd.
Suite 117-454
Austin, TX 78731
(512) 717-0518
accounting@auntbertha.com
http://www.auntbertha.com

INVOICE

BILL TO

Williamson County Mobile Outreach
301 S.E. Inner Loop, Suite 106
Georgetown, Texas 78626

SHIP TO

INVOICE # 1624
DATE 3/5/2020
DUE DATE 3/5/2020
TERMS
P.O. No.

SERVICE	QUANTITY	RATE	AMOUNT
Enterprise Package	12	3,500.00	42,000.00T
Discount on Services	12	-2,500.00	-30,000.00T
Sales Tax Exemption		0.00%	0.00

ACH Payment Information:
Square 1 Bank Div Pacific Western Bank
ABA Routing #: 053112615
Account #: 1001654670

Payments/Credits	$0.00
Balance Due	$12,000.00

Commissioners Court - Regular Session **77.**

Meeting Date: 05/19/2020

Sole Source Transcend Tactical Seized Funds

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. (Forfeiture Funds).

Background

Transcend Tactical is the owner and only provider of a stair climbing tactical robot with a non-lethal deployment system. Purchasing researched this request and was unable to find competitive sources providing the same features offered by Transcend Tactical due to existing patents. 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 Forfeiture Funds 01.0410.0413.005008. Department contact is Chief Tim Ryle.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Sole Source Justification

Recorded Statement of Offers

Warranty Info, Terms and Conditions

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/07/2020 08:07 AM
County Judge Exec Asst.	Andrea Schiele	05/07/2020 10:36 AM
Purchasing (Originator)	Randy Barker	05/12/2020 07:45 PM
Form Started By: Erica Smith		Started On: 05/06/2020 11:24 AM
Final Approval Date: 05/12/2020		

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**

Transcend Tactical
transcendtactical.com
sales@transcendtactical.com
765-480-1619

Transcend Tactical
transcendtactical.com
sales@transcendtactical.com
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.

(56) **References Cited**

U.S. PATENT DOCUMENTS

3,215,219	A *	11/1965	Forsyth et al.	180/14.3
3,473,619	A *	10/1969	Dion	180/9.44
4,709,773	A	12/1987	Clement	
4,727,949	A *	3/1988	Rea et al.	180/9.32
4,898,256	A	2/1990	Lehner	
4,993,912	A	2/1991	King et al.	
5,323,867	A	6/1994	Griffin et al.	
5,577,567	A	11/1996	Johnson et al.	
6,523,629	B1	2/2003	Buttz et al.	
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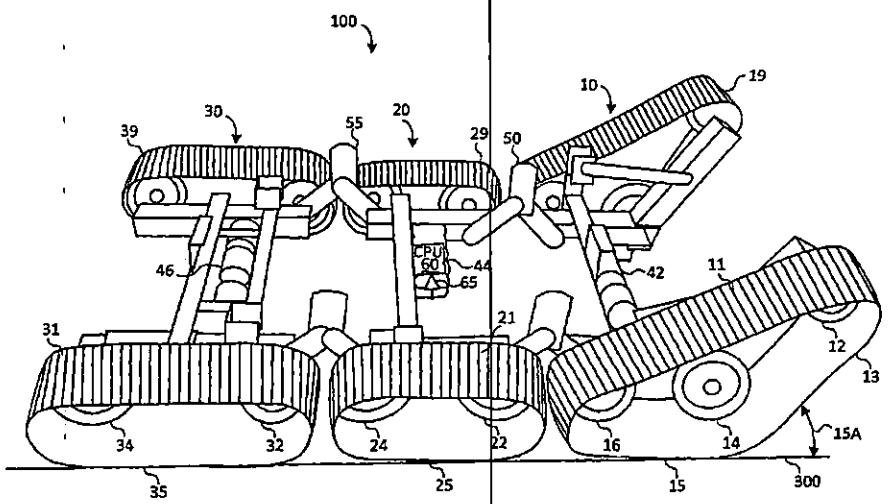
Primary Examiner — Kevin Hurley
(74) *Attorney, Agent, or Firm* — Stolowitz Ford Cowger LLP

(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.

21 Claims, 8 Drawing Sheets



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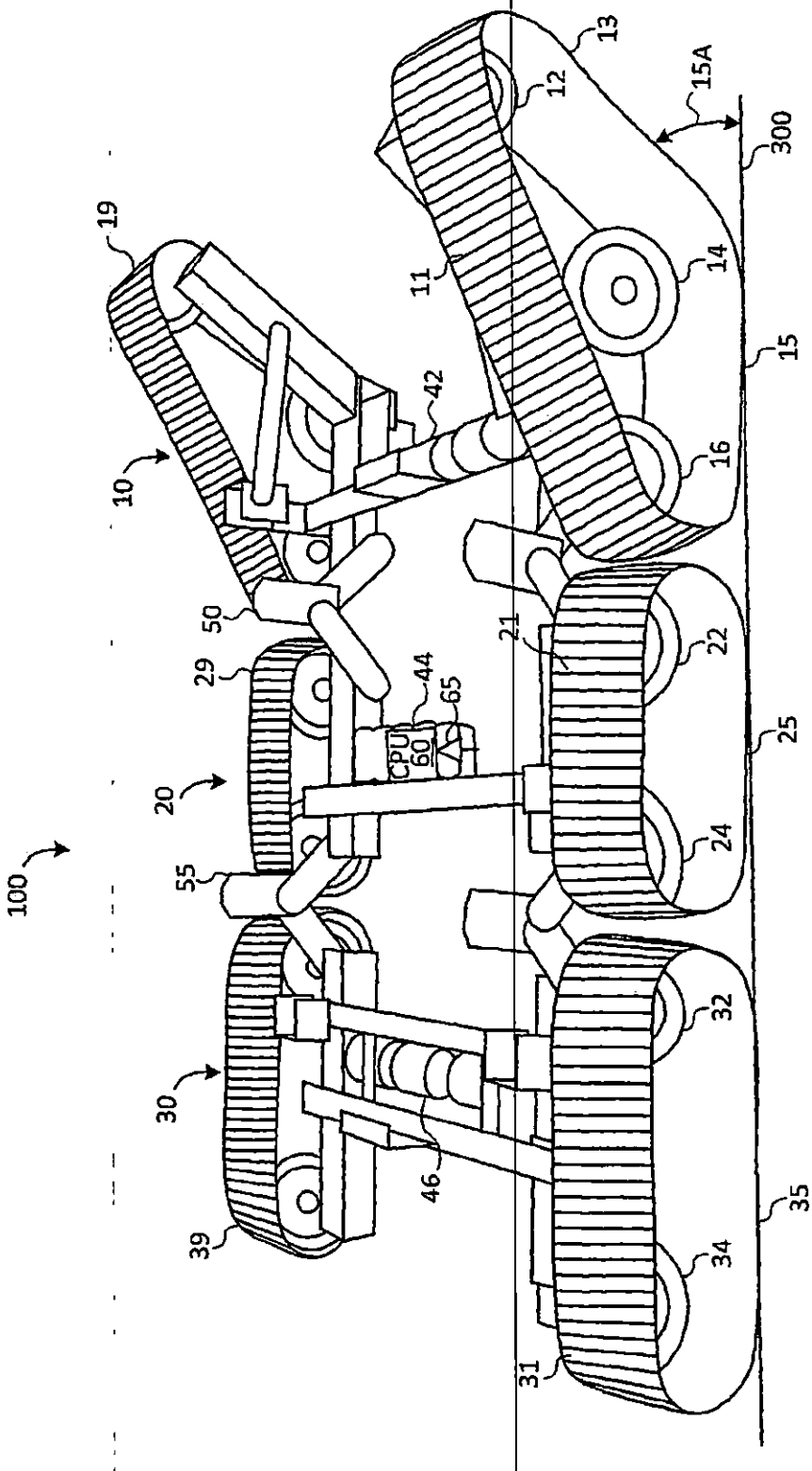
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FIG. 1

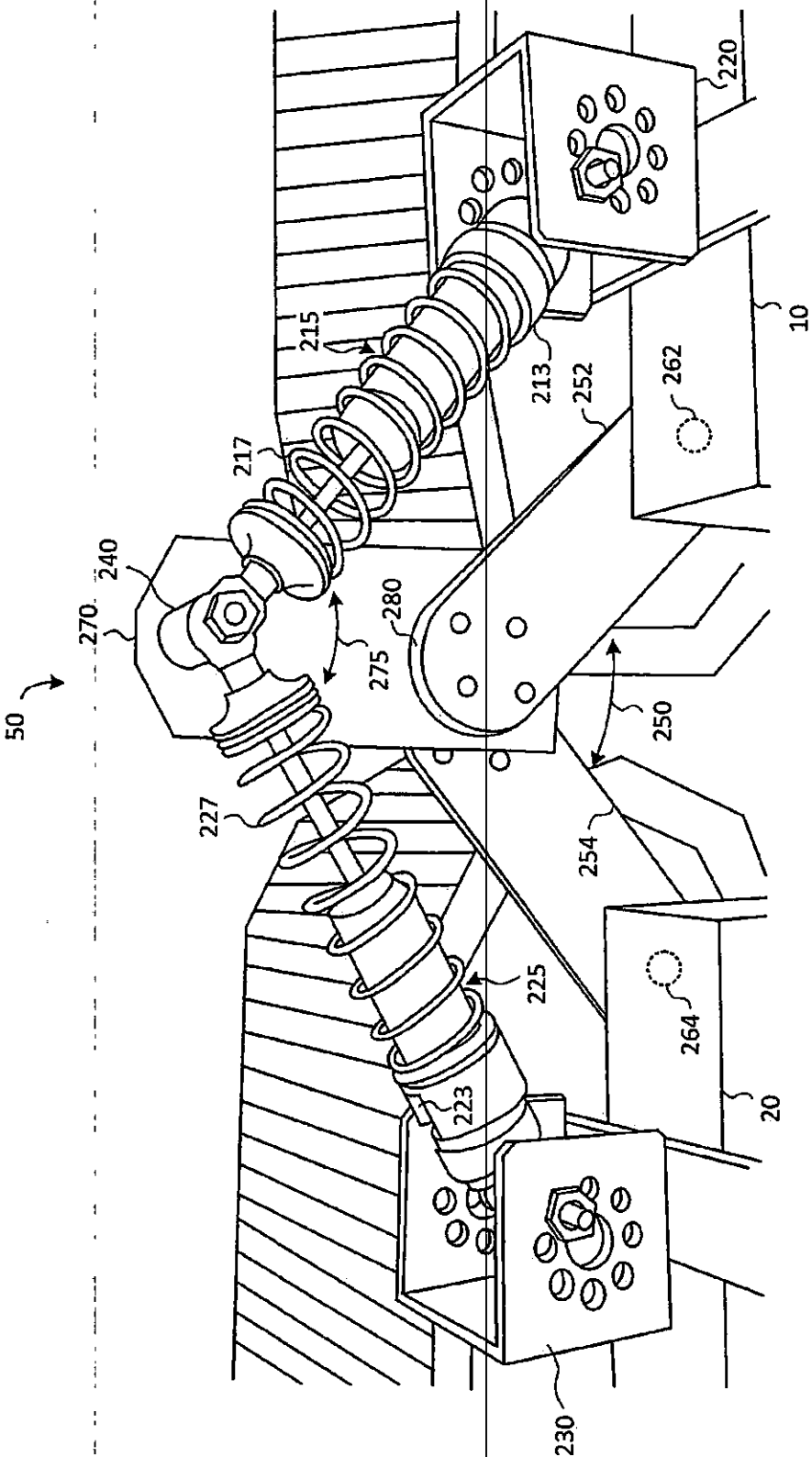
220
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FIG. 2

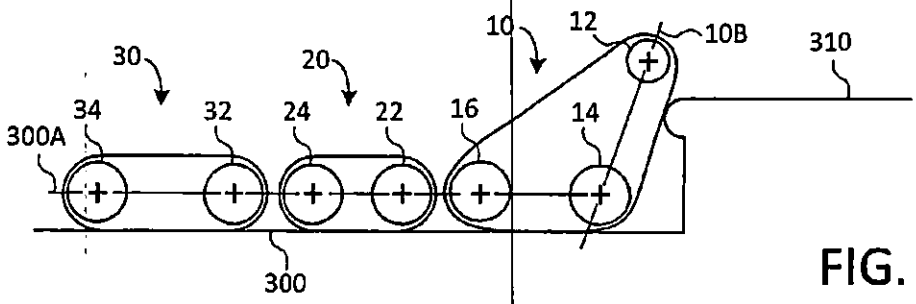

FIG. 3A

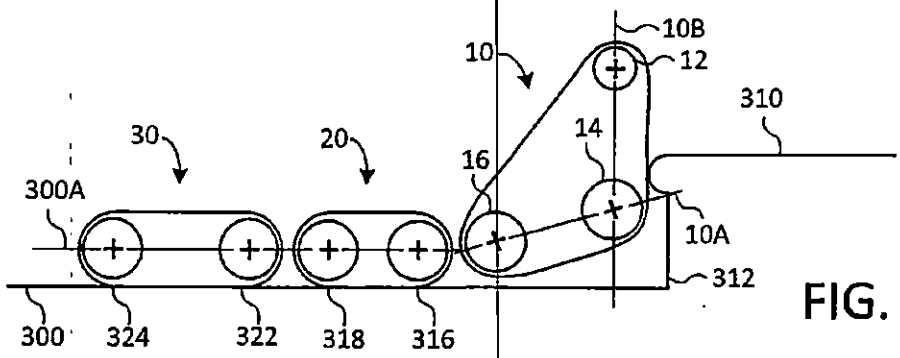

FIG. 3B

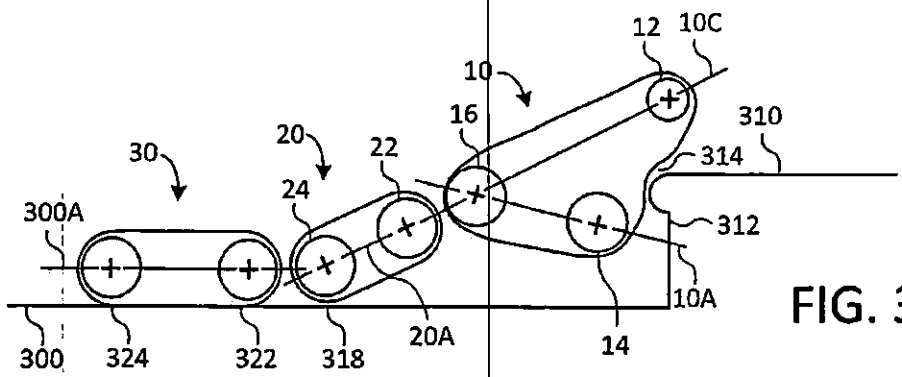

FIG. 3C

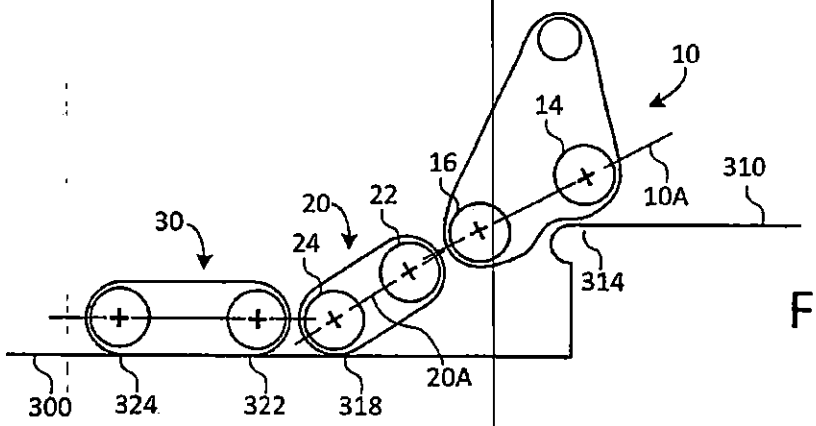

FIG. 3D

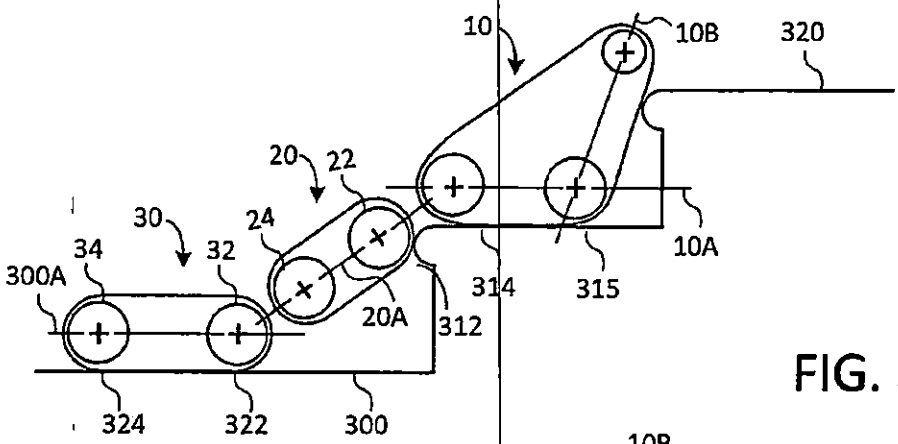

FIG. 3E

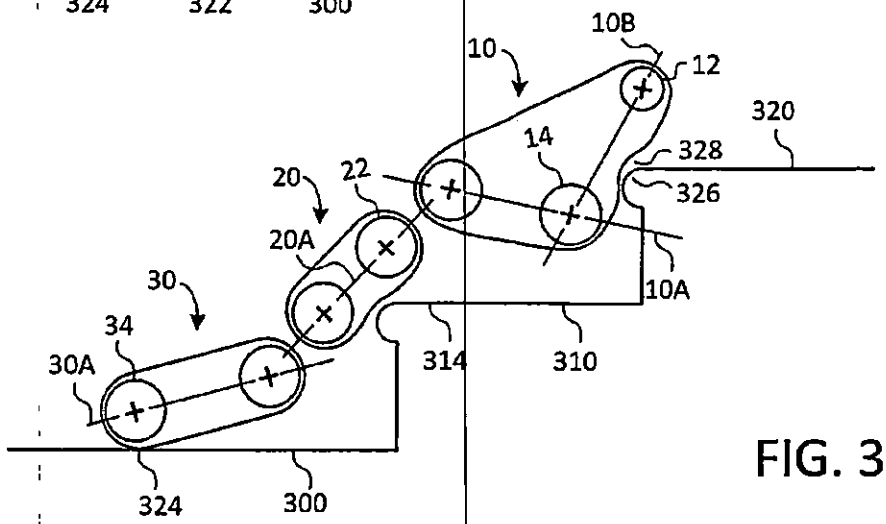

FIG. 3F

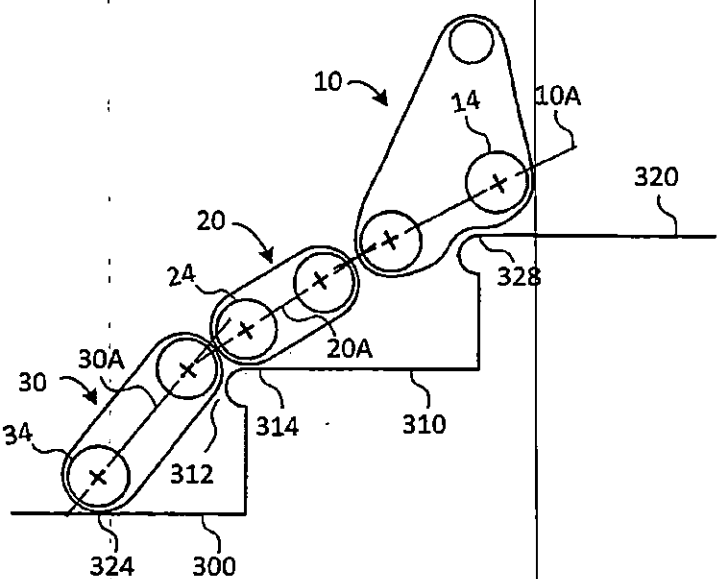

FIG. 3G

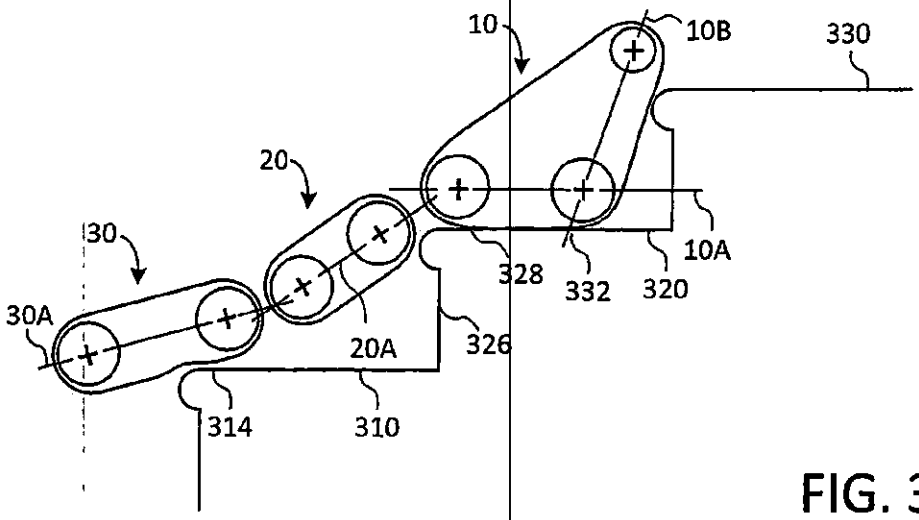

FIG. 3H

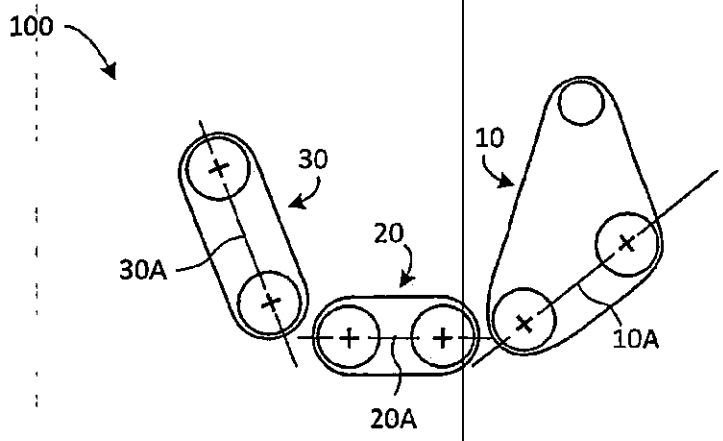

FIG. 4

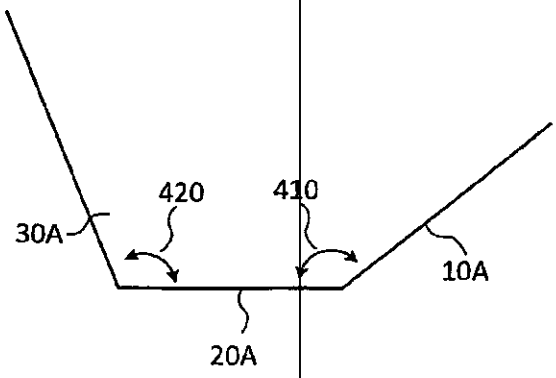

FIG. 4A

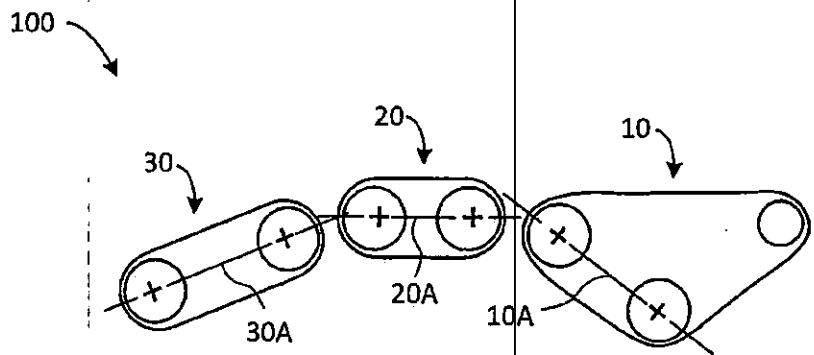

FIG. 5

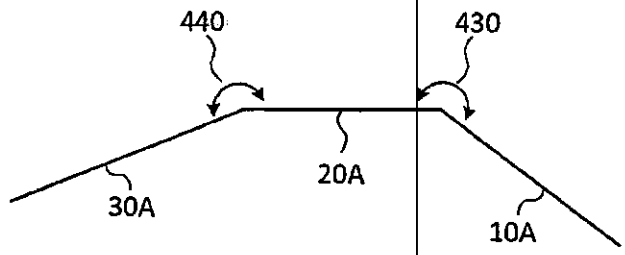

FIG. 5A

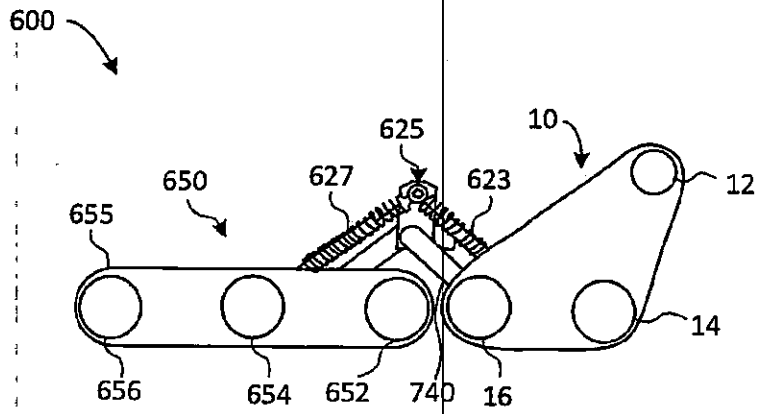

FIG. 6

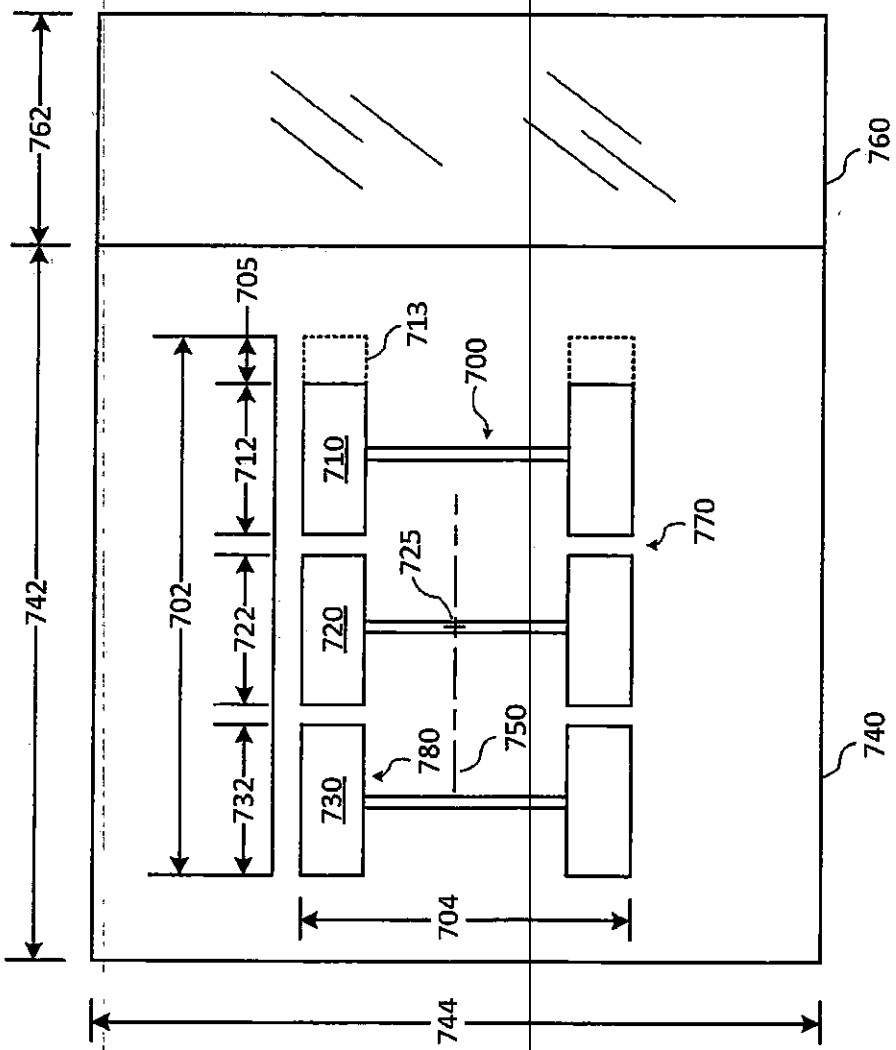
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FIG. 7

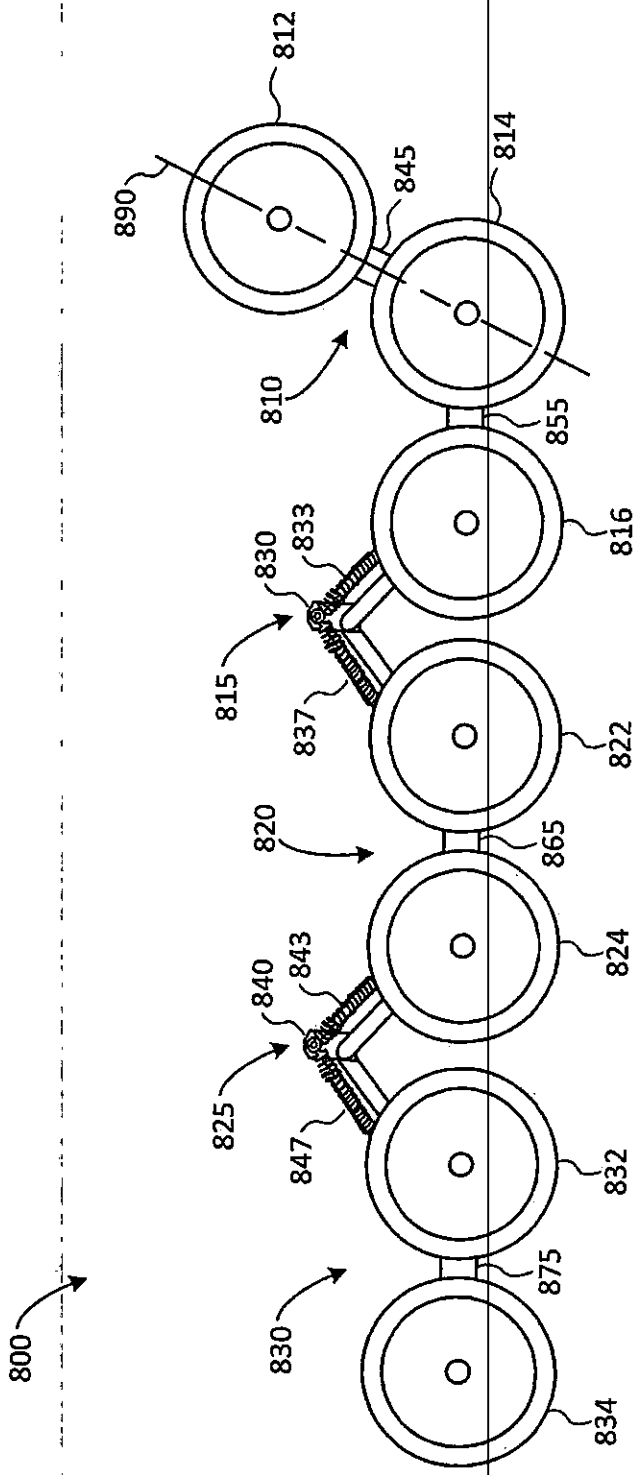
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FIG. 8

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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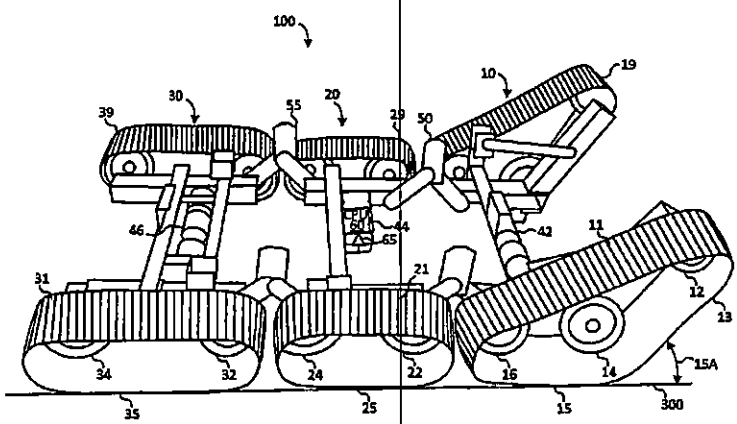
Primary Examiner — Kevin Hurley

(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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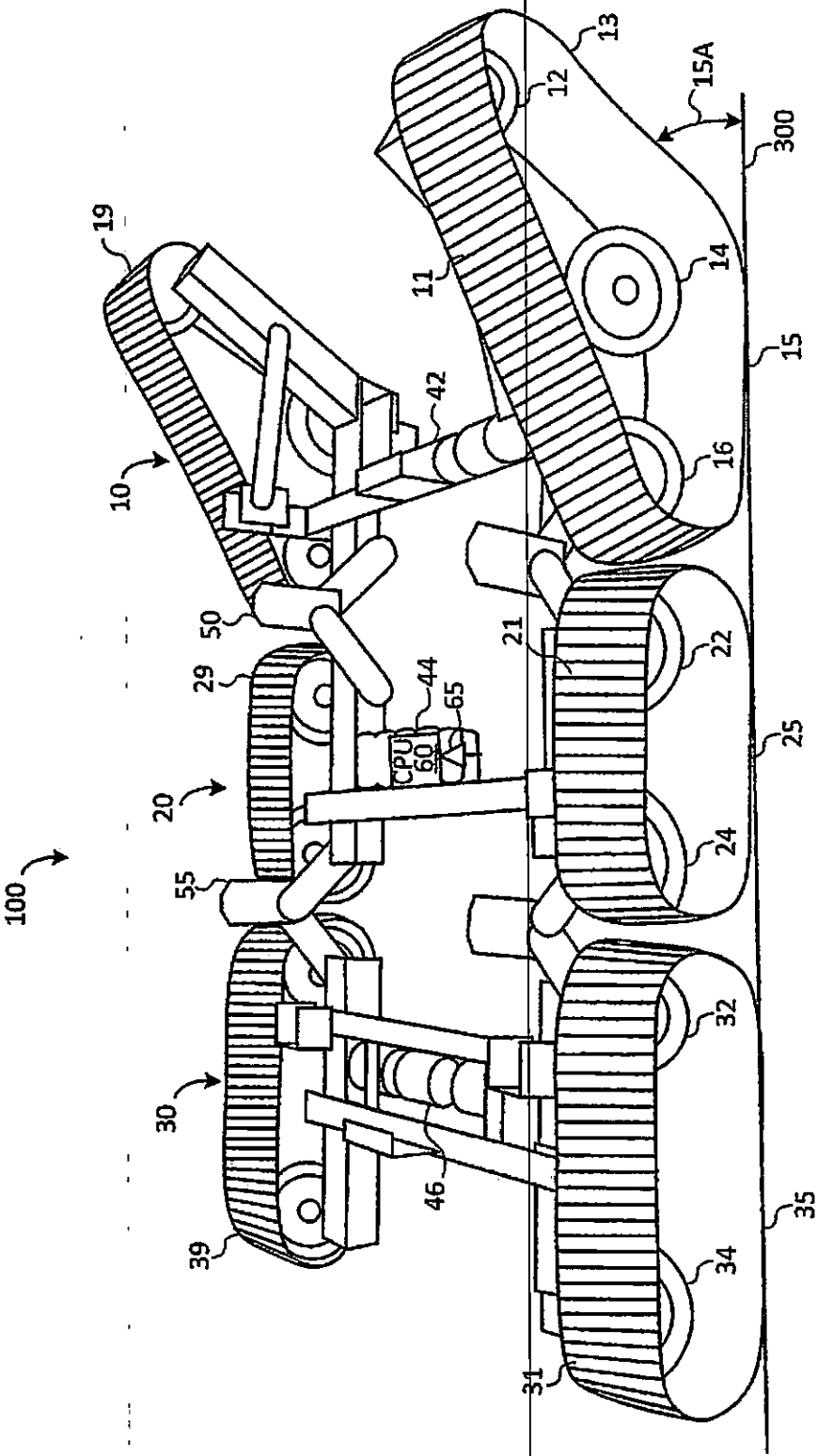
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FIG. 1

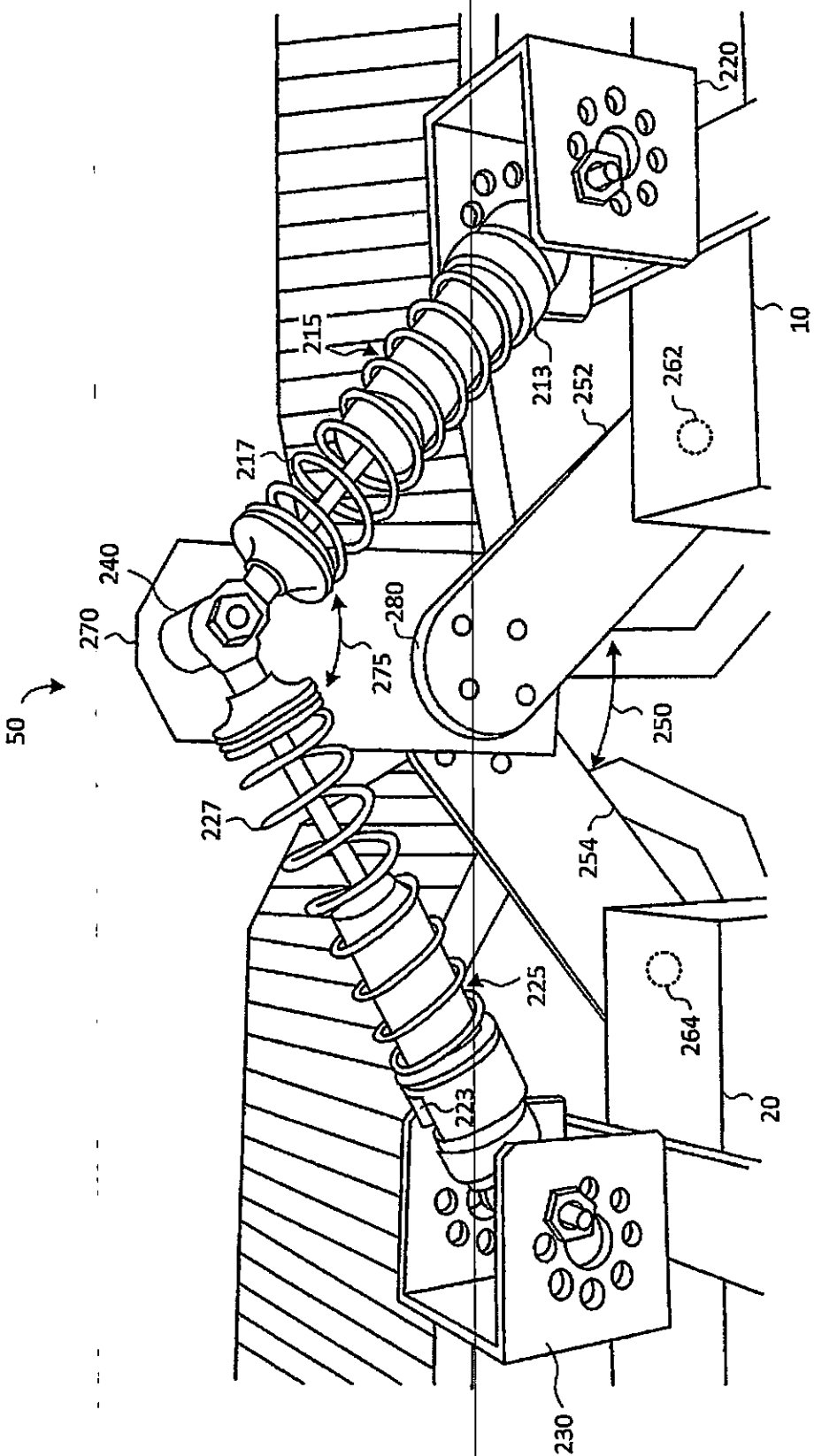
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FIG. 2

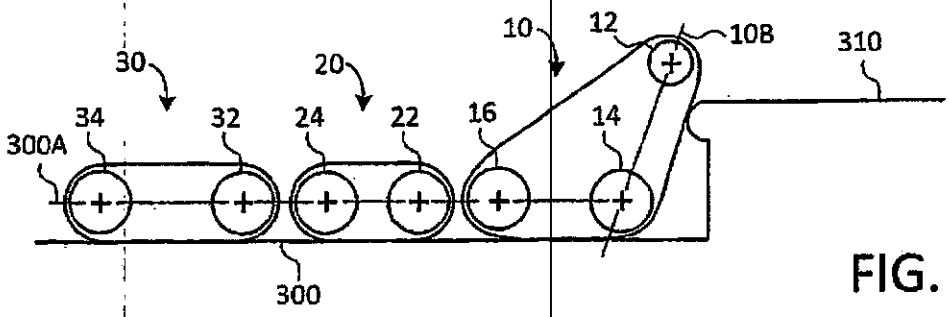

FIG. 3A

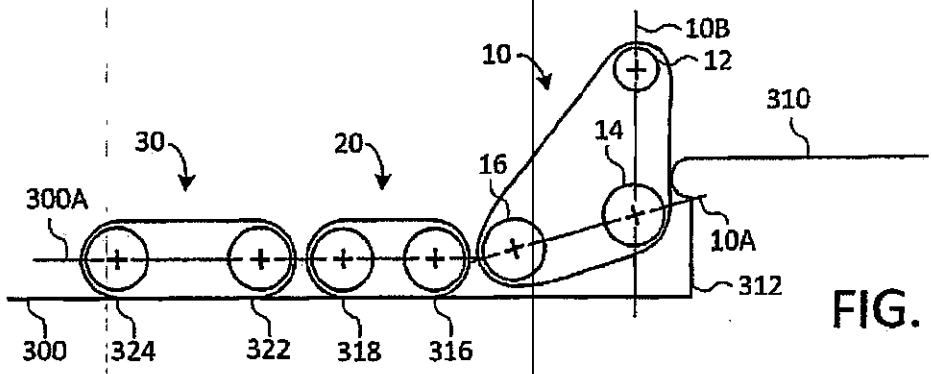

FIG. 3B

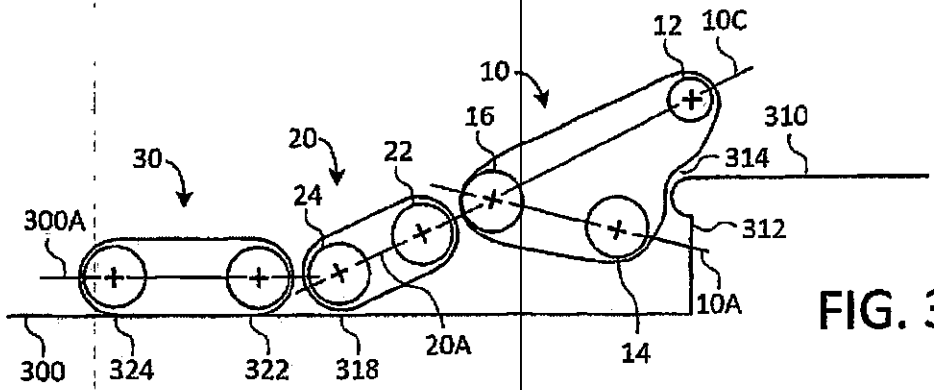

FIG. 3C

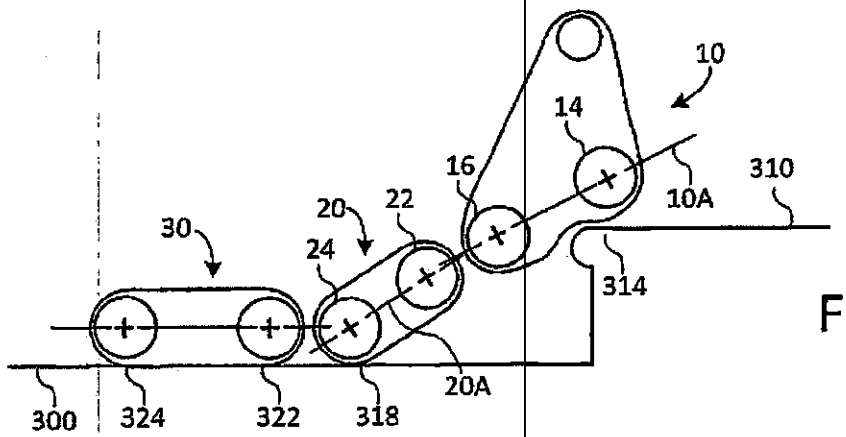

FIG. 3D

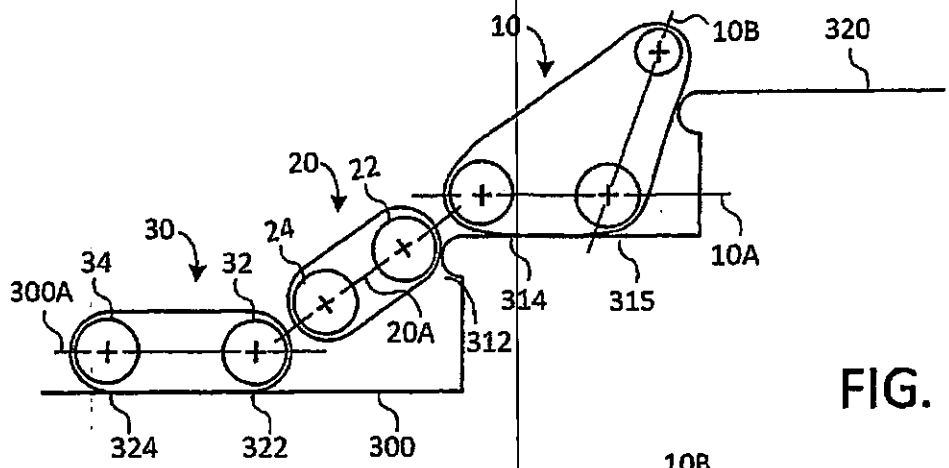

FIG. 3E

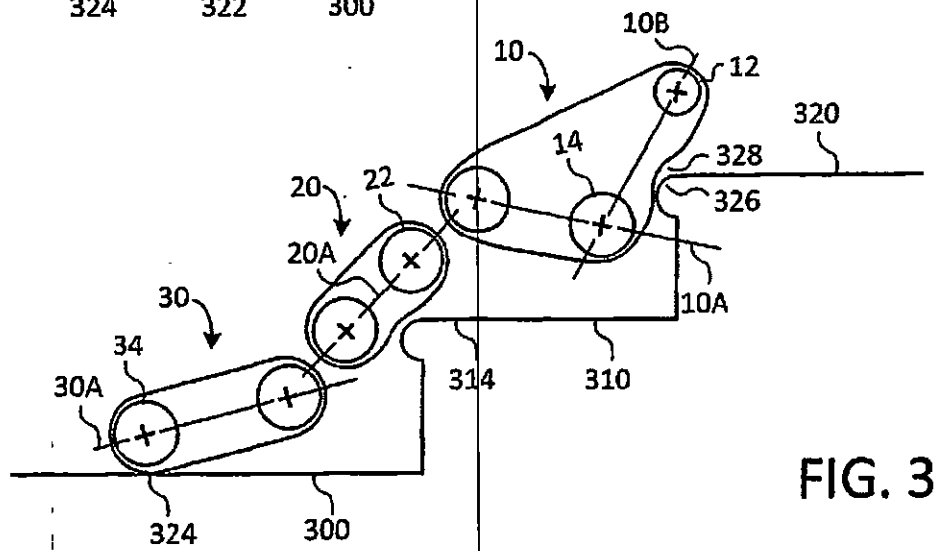

FIG. 3F

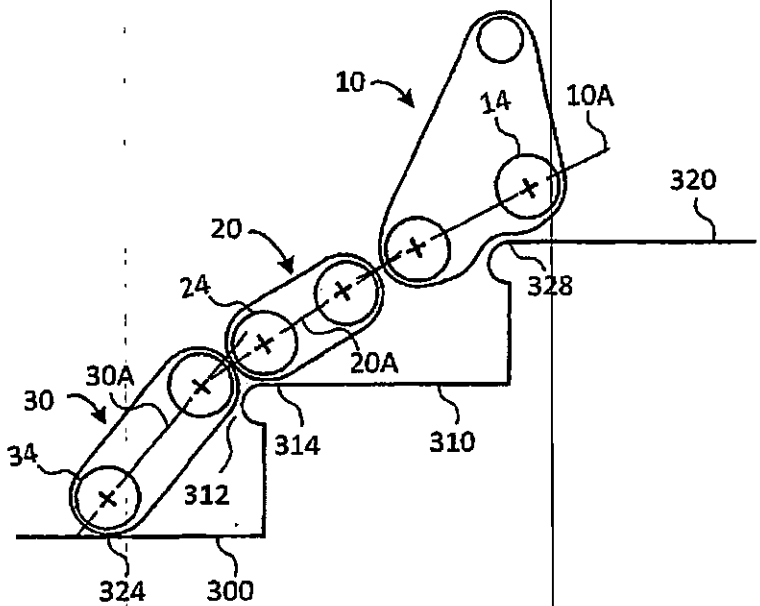

FIG. 3G

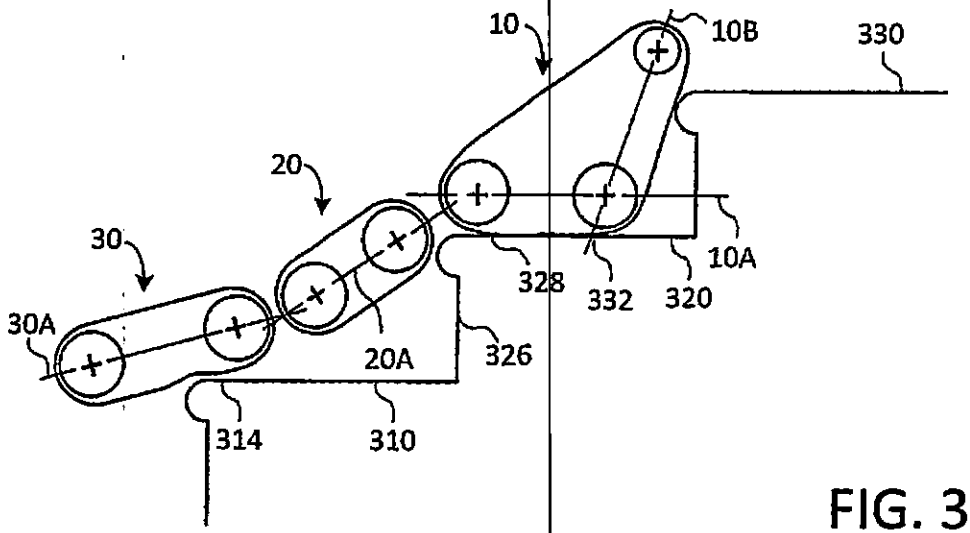

FIG. 3H

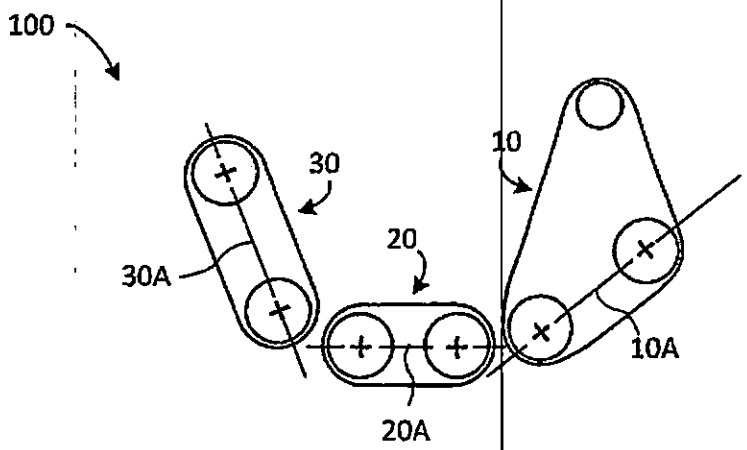

FIG. 4

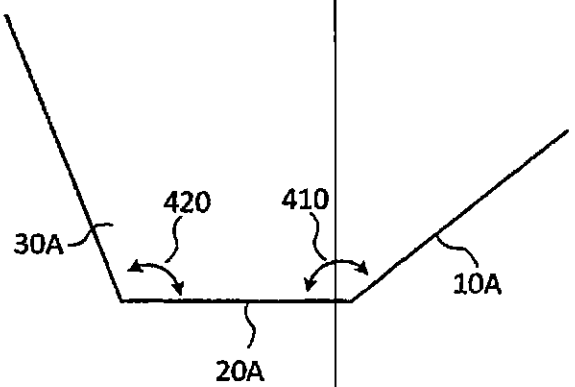

FIG. 4A

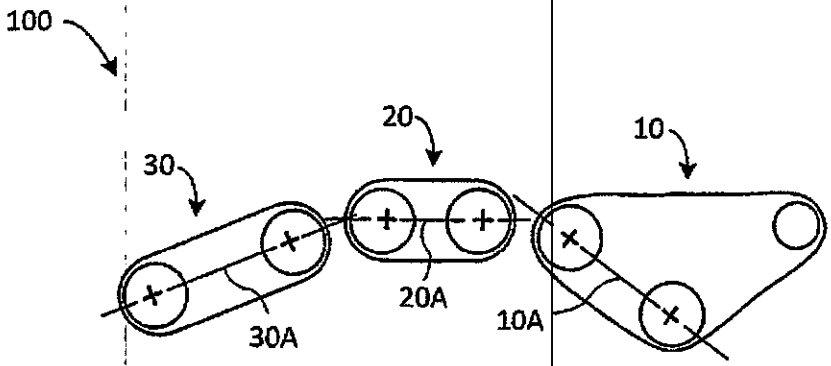

FIG. 5

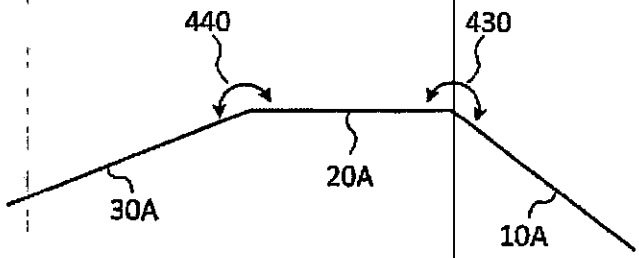

FIG. 5A

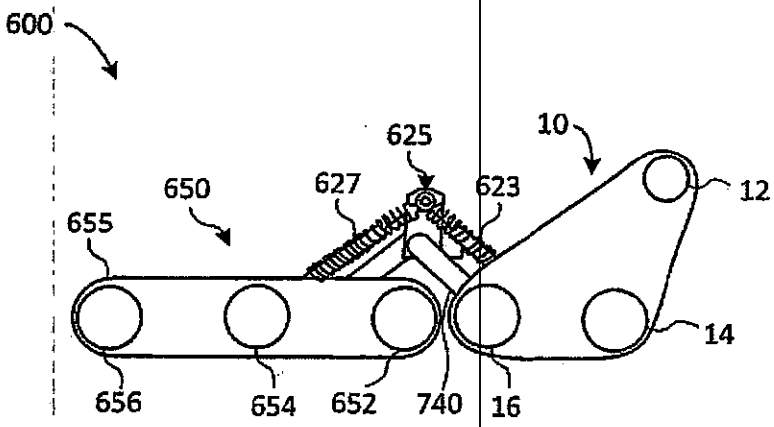

FIG. 6

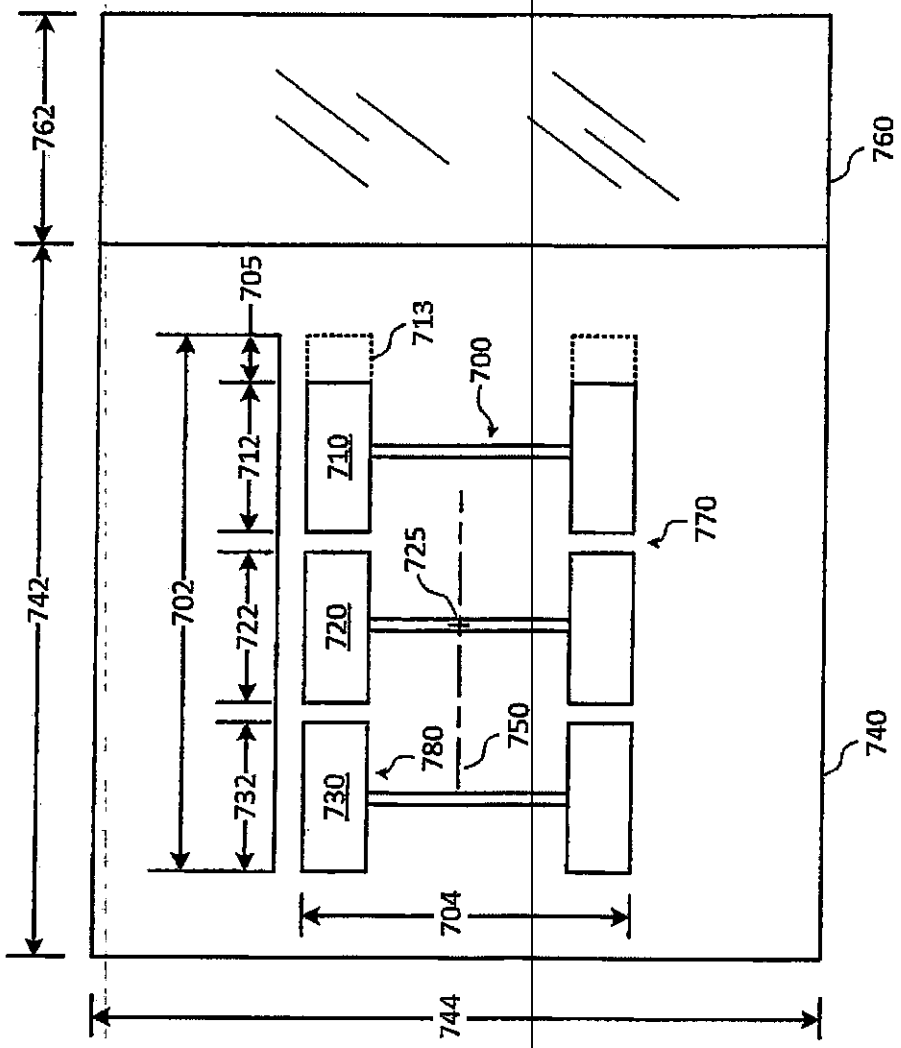
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FIG. 7

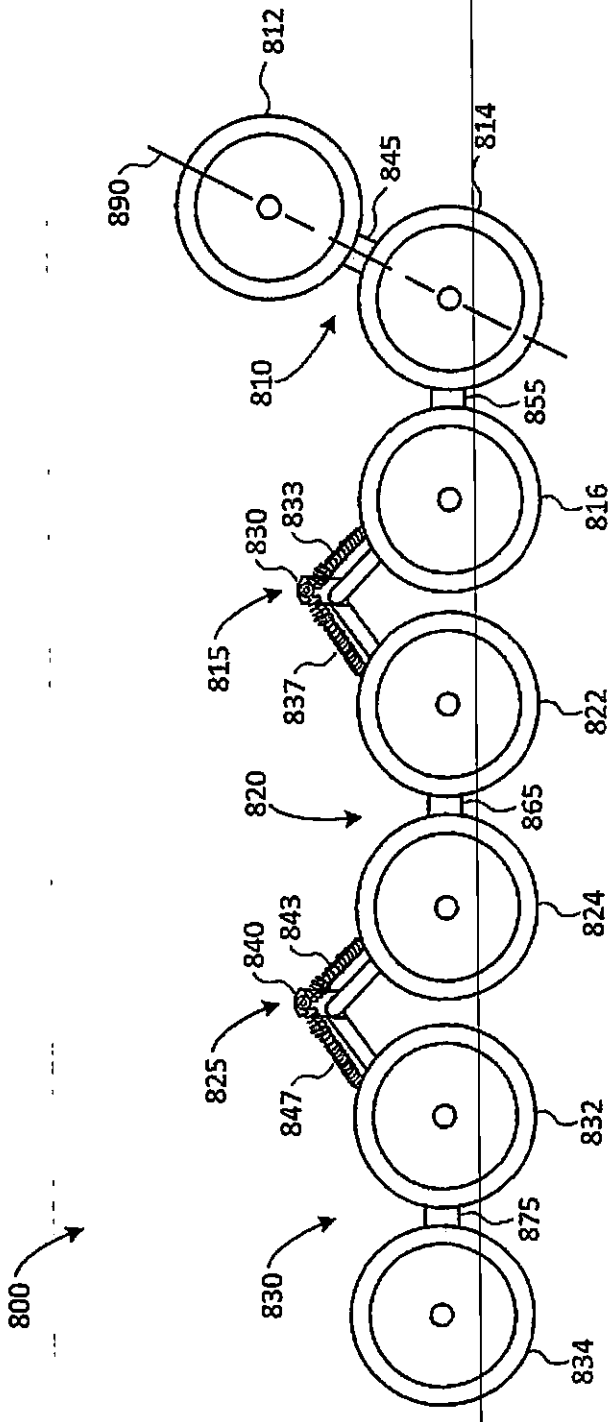
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FIG. 8

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.

* * * * *

Williamson County Purchasing Department
100 Wilco Way, Ste P101
Georgetown, Texas 78626 (512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared 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 **78.**

Meeting Date: 05/19/2020

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 08:45 AM
Form Started By: Vicky Edwards		Started On: 04/23/2020 08:33 AM
Final Approval Date: 04/23/2020		

Commissioners Court - Regular Session **79.**

Meeting Date: 05/19/2020

Road Bond Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge the May 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

May 2020 Construction Summary Report

May 2020 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 11:29 AM
Form Started By: Dawn Haggard		Started On: 05/11/2020 09:20 AM
Final Approval Date: 05/14/2020		

ROAD BOND PROGRAM

Construction Summary Report

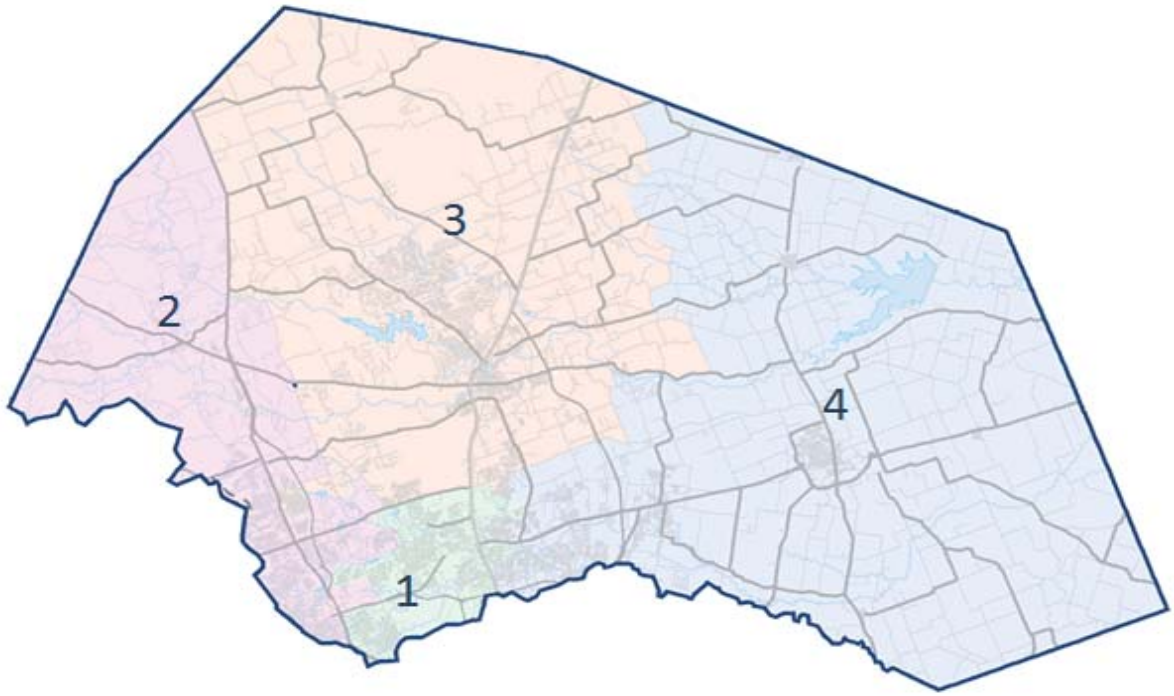
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

May 2020

WWW.ROADBOND.ORG

Volume XIX - Issue No.05



Presented By: HNTB

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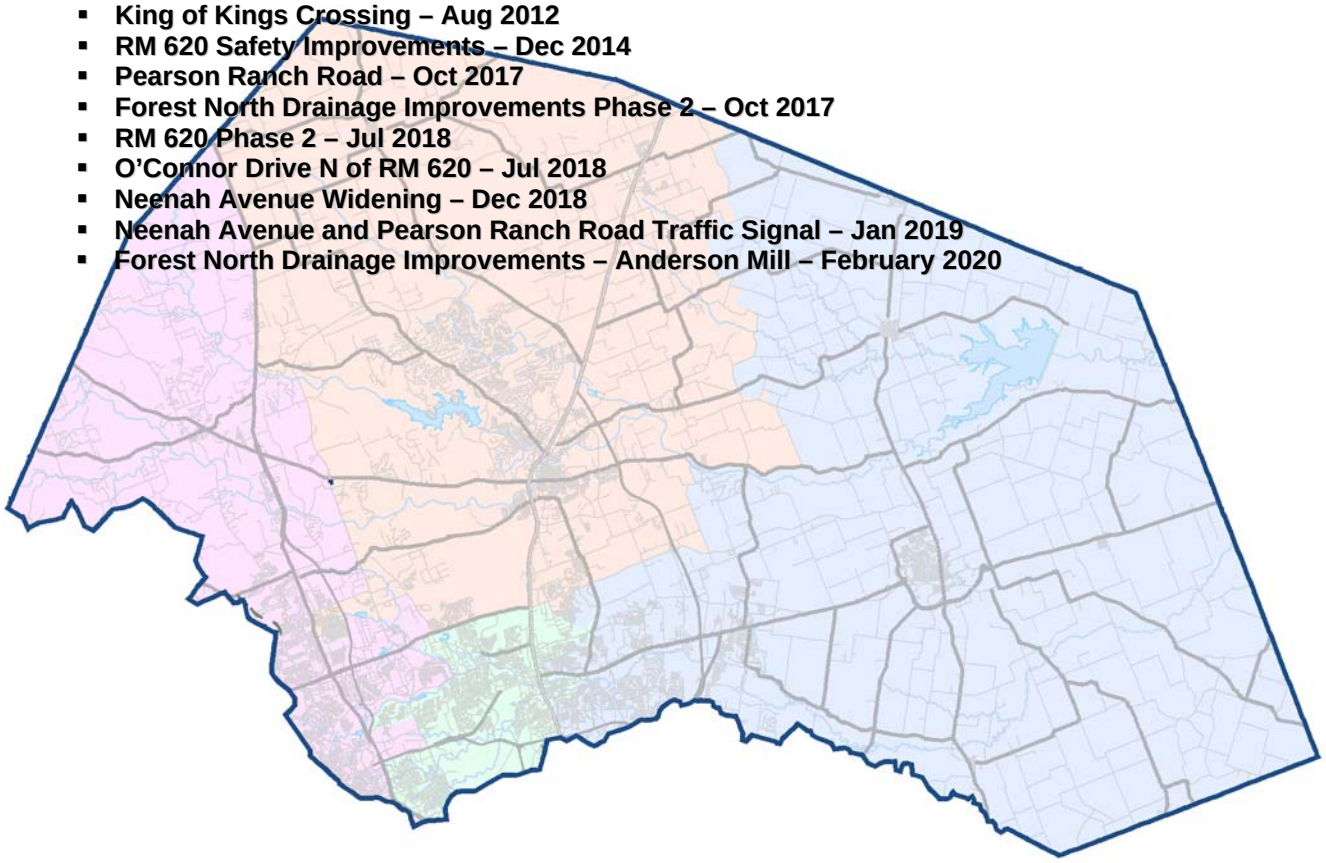
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2020

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Pearson Ranch Road – Oct 2017**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **RM 620 Phase 2 – Jul 2018**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019**
- **Forest North Drainage Improvements – Anderson Mill – February 2020**



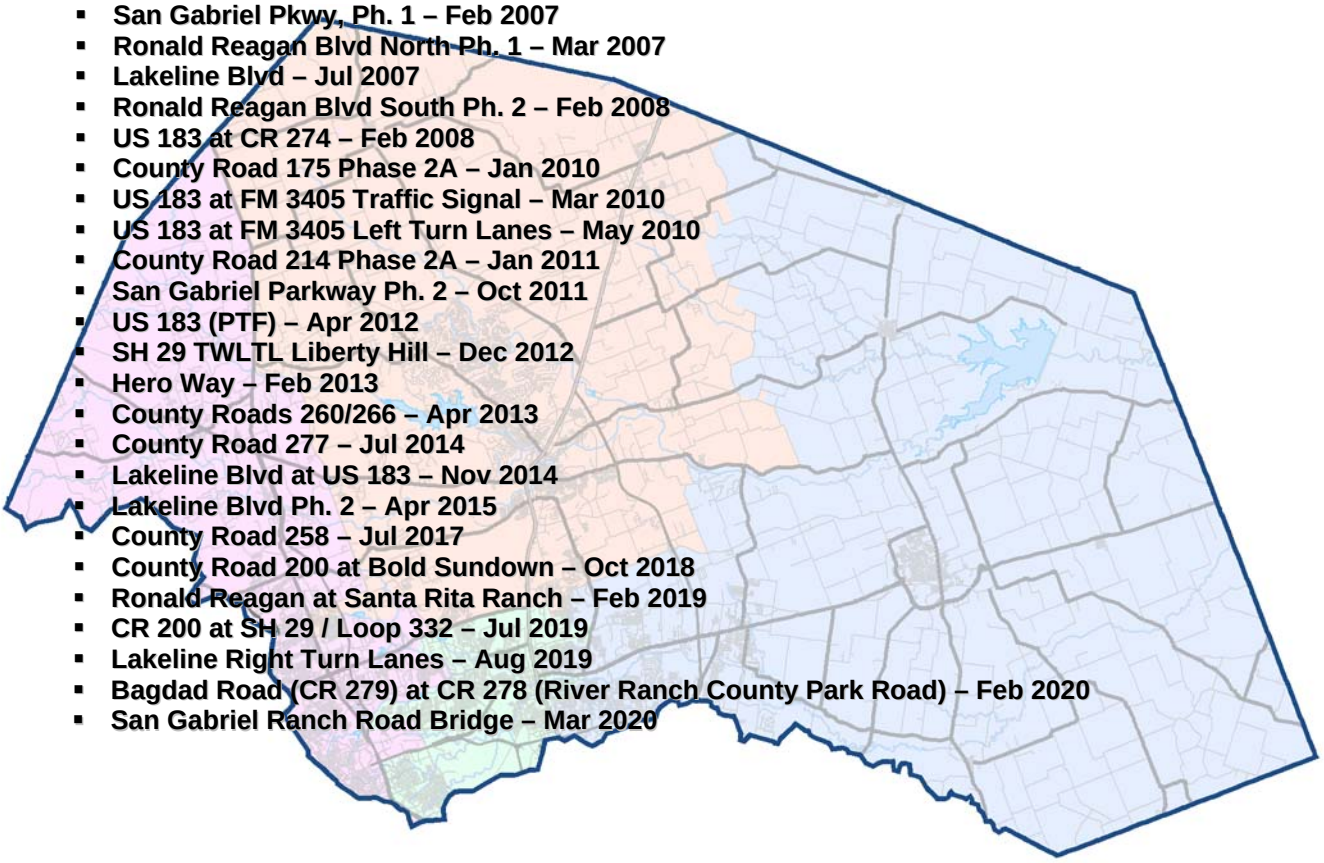
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2020

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**



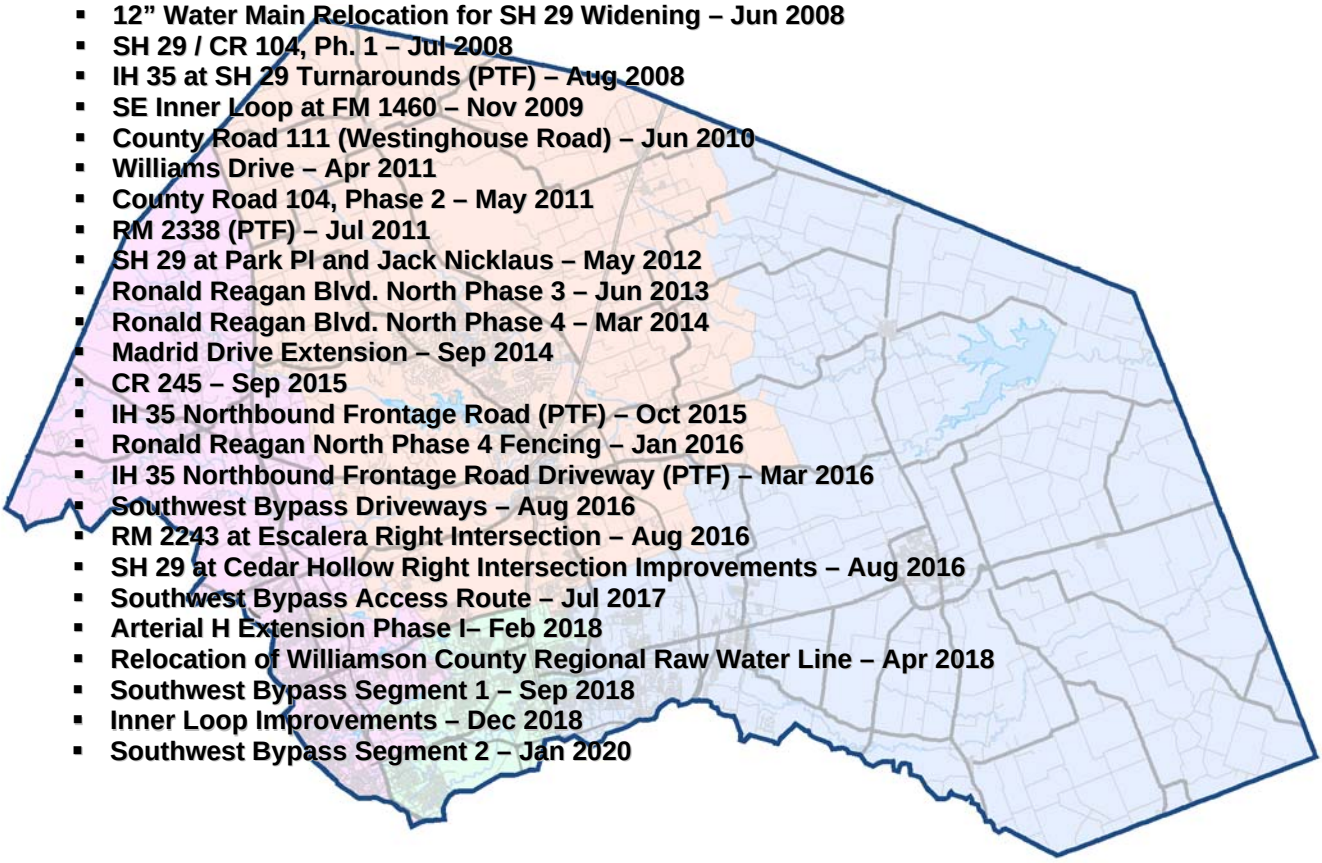
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2020

Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relocation for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Intersection – Aug 2016**
- **SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016**
- **Southwest Bypass Access Route – Jul 2017**
- **Arterial H Extension Phase I– Feb 2018**
- **Relocation of Williamson County Regional Raw Water Line – Apr 2018**
- **Southwest Bypass Segment 1 – Sep 2018**
- **Inner Loop Improvements – Dec 2018**
- **Southwest Bypass Segment 2 – Jan 2020**



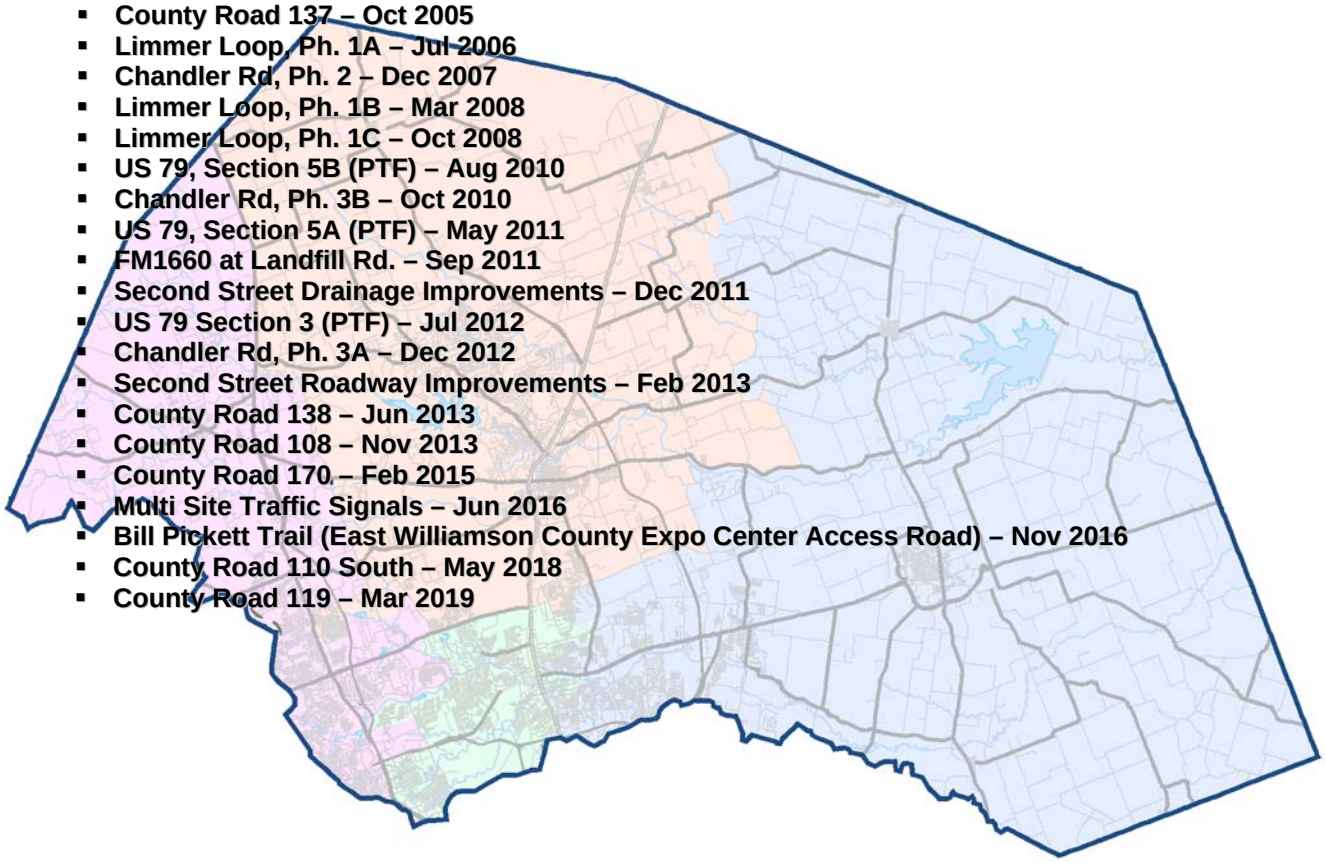
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

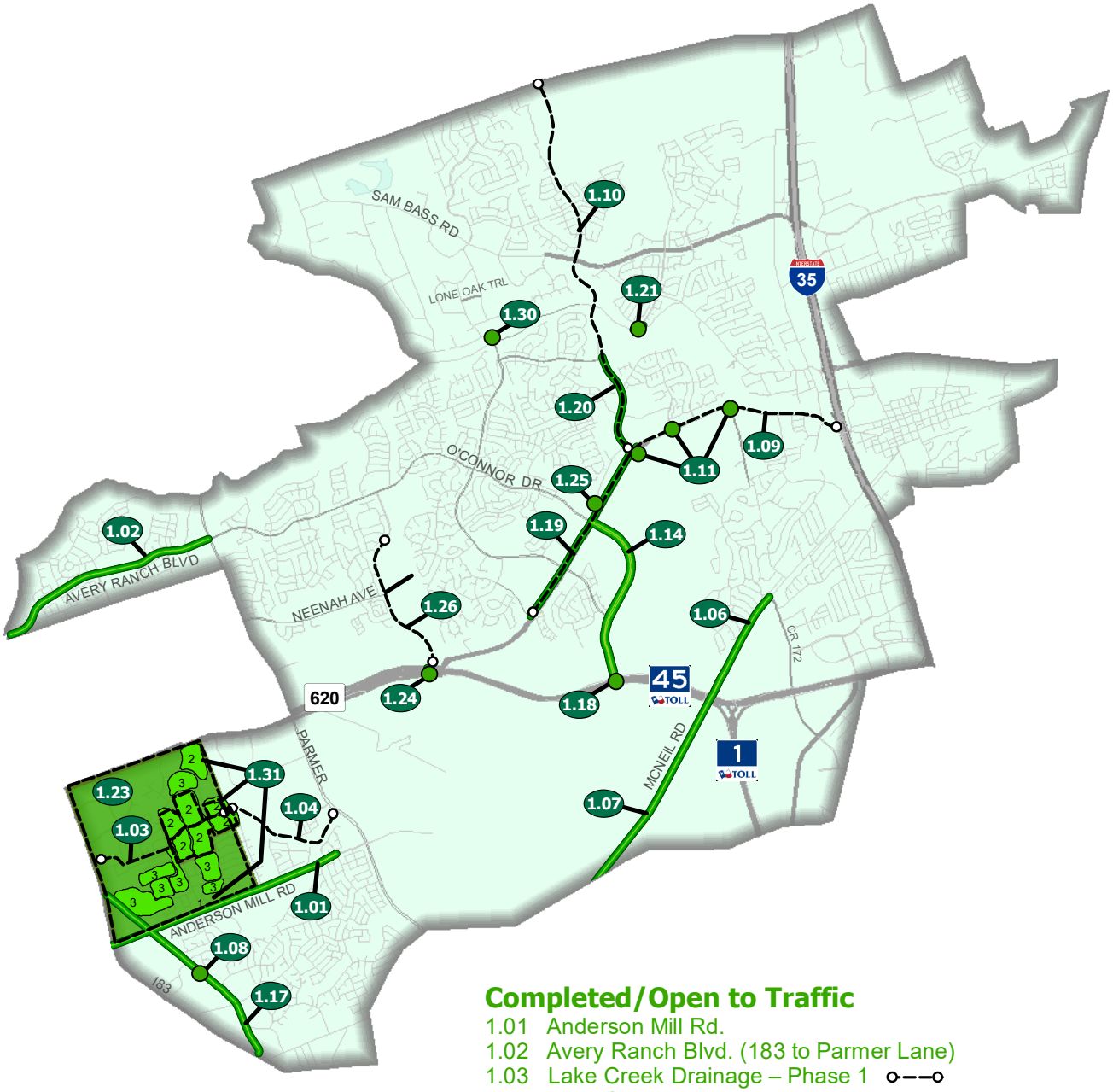
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2020

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**



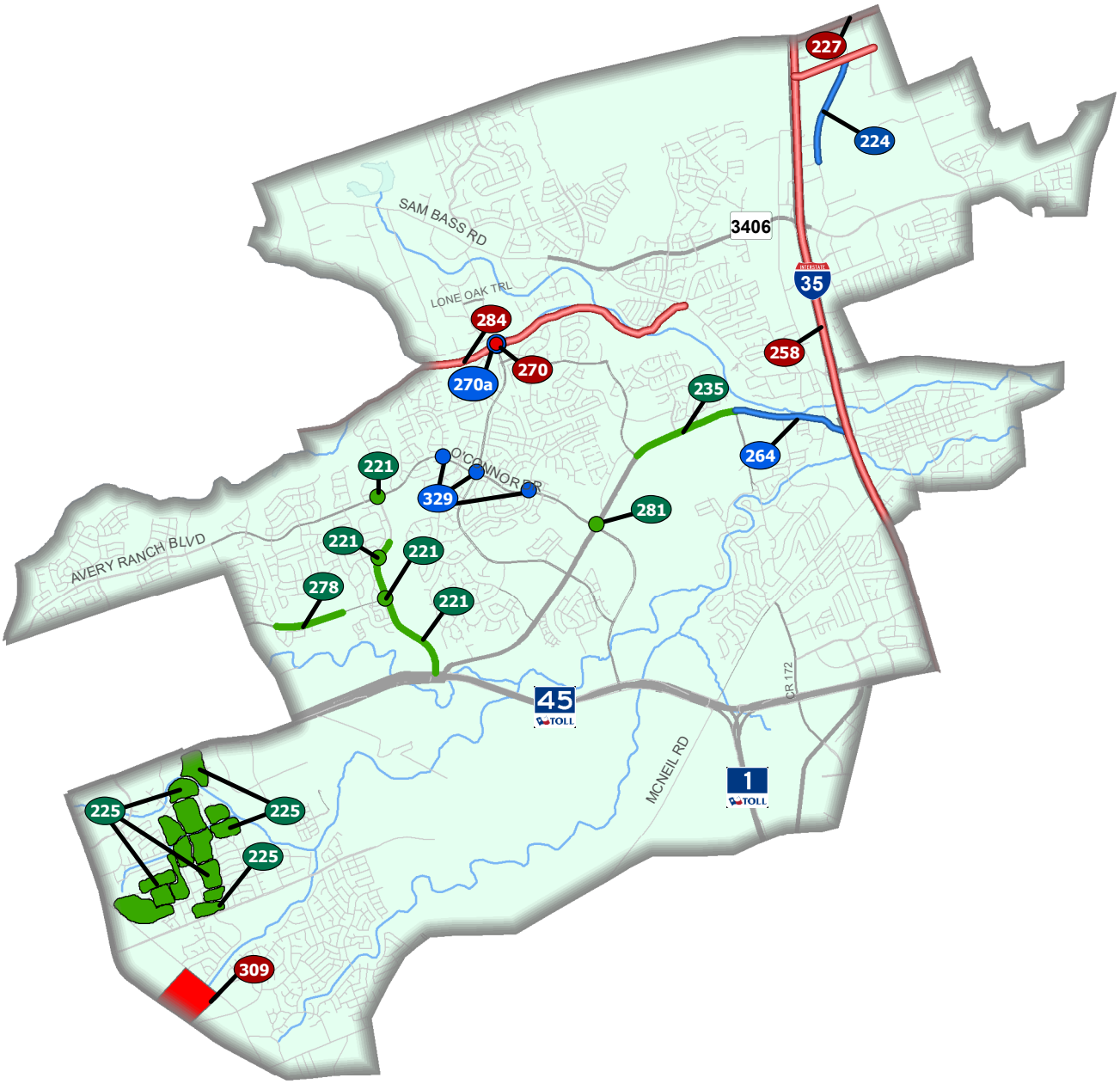
2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage – Phase 1
1.04 Lake Creek Drainage – Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements – Phase 1
1.14 O'Connor Extension
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Study - Phase 1
1.25 King of Kings Crossing
1.26 Pearson Ranch Road (Design)
1.24 Pearson Ranch Underpass at SH 45/ RM 620
1.30 Great Oaks at Brushy Creek (design)
1.31 Forest North Drainage Improvements - Phase 2 (design)
1.31 Forest North Drainage Improvements - Phase 3 (design)

2013 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

221 Pearson Ranch Road
221 Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221 Pearson Ranch Road and Iveans Way Pedestrian Crossing
221 Neenah Avenue and Pearson Ranch Road Traffic Signal
225 Forest North Drainage Improvements Phase 2
225 Forest North Drainage Improvements Phase 3 (Design)
225 Forest North Drainage Improvements Anderson Mill Zone
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620

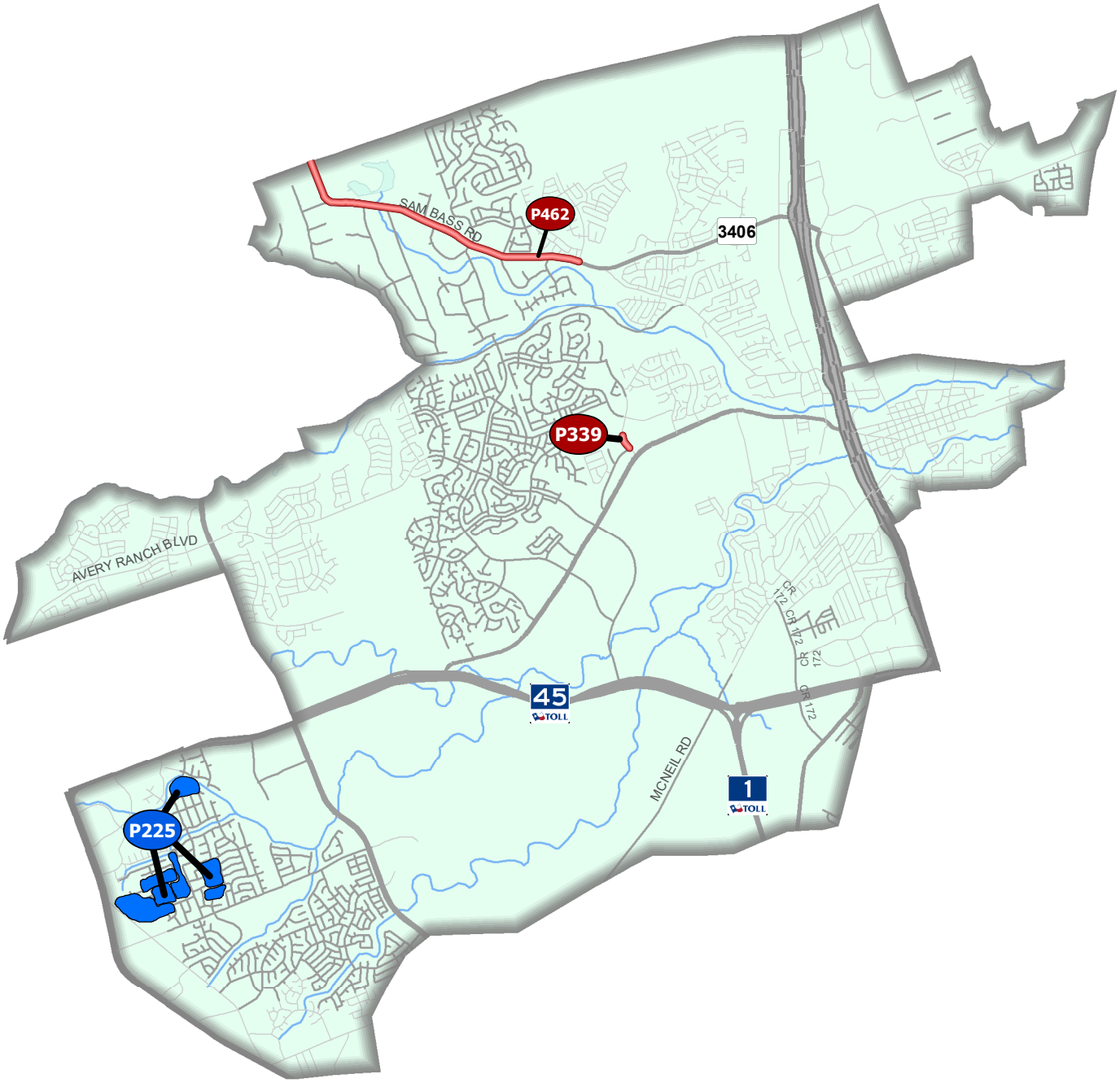
Under Construction/Bidding

224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270a Great Oaks Drive Waterline Relocations
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

In Design

227 University Boulevard Widening (IH 35 to Sunrise Road)
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
270 Great Oaks Drive Bridge at Brushy Creek
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)

2019 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Under Construction/Bidding

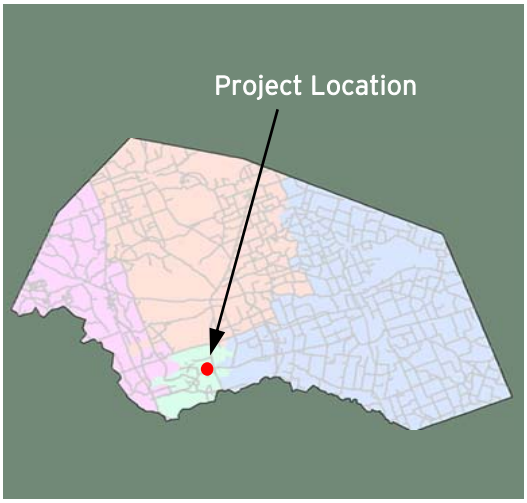
P225 Forest North Drainage Improvements Phase 3

In Design

P339 Wyoming Springs Intersection Improvements (At Smyers Lane)

P462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)





North Mays Street Extension Phase 1
(Paloma Drive to Oakmont Drive)

Project Length: 1 mile
Roadway Classification: Arterial Collector

Project Schedule: January 2019 - July 2020
Estimated Construction Cost: $10.8 Million



APRIL 2020 IN REVIEW

04/03/2020: Capital Excavation placed the final lift of Ty B embankment, from the south end of the Chandler Branch Bridge (Bridge) to the North Mays and Paloma Drive intersection.

04/10/2020: The bridge rail was formed and poured for the northbound side of the Bridge for Span 8,9, and 10. Subcontractor Lone Star Paving placed the second lift of asphalt on North Mays, north of the Bridge.

04/17/2020: The 2nd and 3rd lifts of flexible base were placed from the south end of the Bridge to the North Mays and Paloma Drive intersection. Subcontractor Capstar began installing electrical conduit to future Arterial L.

04/24/2020: The bridge rail was poured for the southbound side of the Bridge for Spans 8,9, and 10. Capstar continued installing electrical conduit.

05/01/2020: Utilities relocations are ongoing. AT&T has completed the copper splice at the north end of the project and should be cleared once the splice holes are filled in and the aerial lines are removed. The south approach slab for the Bridge was formed and poured. Capstar drilled holes for illumination foundations from the Bridge to the north end of the project.



Design Engineer: LJA Engineering
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019				410	0	410

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	8
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	23
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	13	30
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	15	38
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	21	45
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	27	53
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	52	60
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	59	68
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	63	75
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	67	82
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	69	90
13	2/1/2020	2/29/2020	29	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	71	97
14	3/1/2020	3/31/2020	31	$176,371.44	$7,094,276.06	$19,596.83	$788,252.90	73	105
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	77	112

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$ -

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.

Change Order Number	Approved	Cost This CO	Total COs
02	5/5/2020	$24,898.18	$ 24,898.18

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.

Adjusted Price = $10,800,733.93

Forest North Drainage Improvements - Anderson Mill
Project No. 1811-278

Original Contract Price = $295,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
12/5/2018	1/15/2019	4/3/2019	4/15/2019	2/7/2020		30	0	30

Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	% ($)	% Time
1	4/15/2019	6/20/2019	17	$145,702.80	$145,702.80	$16,189.20	$16,189.20	53	57
2	6/21/2019	6/30/2019	13	$45,702.66	$191,405.46	$5,078.07	$21,267.27	70	100

5/1/2020 Comments - Substantial Completion was achieved on February 7, 2020. The Balancing Change Orders are being processed.

Change Order Number	Approved	Cost This CO	Total COs
01	9/10/2019	$1,513.40	$ 1,513.40

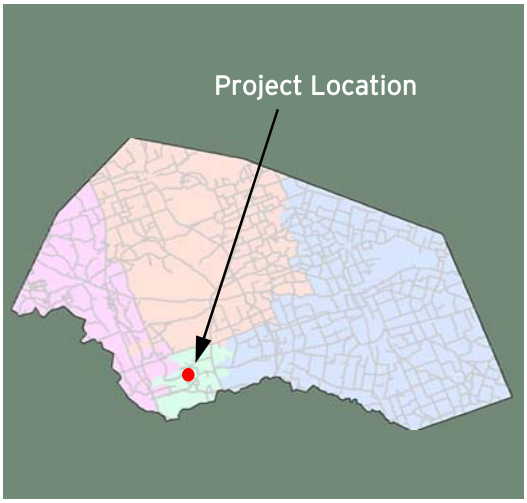
3F: County Convenience. Additional work desired by the County. This Change Order adds drainage improvements on Tottenham Court at the County's request and provides the final balancing of unused items for the 8-inch water line relocation.

Change Order Number	Approved	Cost This CO	Total COs
02	3/24/2020	$9,477.24	$ 10,990.64

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds the relocation of a City of Austin water service line that is in conflict with the new drainage system.

Adjusted Price = $305,990.64





Great Oaks Drive Water Line
(Brightwater Boulevard to Oak Ridge Drive))

Project Length: .25 miles
Roadway Classification: Water Line Relocations

Project Schedule: March 2020- May 2020
Estimated Construction Cost: $1.3 Million



APRIL 2020 IN REVIEW

04/03/2020: Brushy Creek Water Line: QA Construction continued installing pipe for the 12" and 24" water lines north of the creek. Fern Bluff Water Line: Subcontractor Mendez Excavating bored for the 12" water line pipe.

04/10/2020: Brushy Creek Water Line: Installation of the 12" and 24" pipe north of the creek was completed. Installation of the 6" water line was completed. Contractor for Atmos Gas began to bore their line under the creek.

04/17/2020: Brushy Creek Water Line: The tie-ins on the lines north of the creek were completed. Fern Bluff Water Line: Bore 2 continued. Subcontractor Town Lake installed bat prevention materials under the Brushy Creek bridge.

04/24/2020: Brushy Creek Water Line: The remaining 6", 12" and 24" water line pipes were excavated and installed to the tie ins at the existing pipes. Fern Bluff Water Line: The 12" water line pipe was installed west of Great Oaks.

05/01/2020: Brushy Creek Water Line: Water connections were cancelled due to ground water draining from the inside of the encasement. Fern Bluff Water Line: Excavation continued on the west end to expose the end of the encasement pipe. Atmos Gas contractor continued trenching for their gas line.



Design Engineer: Cobb Fendley
Contractor: QA Construction
Construction Observation:
Clayton Weber, HNTB

Williamson County
Road Bond Program

HNTB

Great Oaks Water Line Relocations
Project No. 3185

Original Contract Price = $1,325,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
1/7/2020	2/4/2020	2/19/2020	2/24/2020				60	0	60

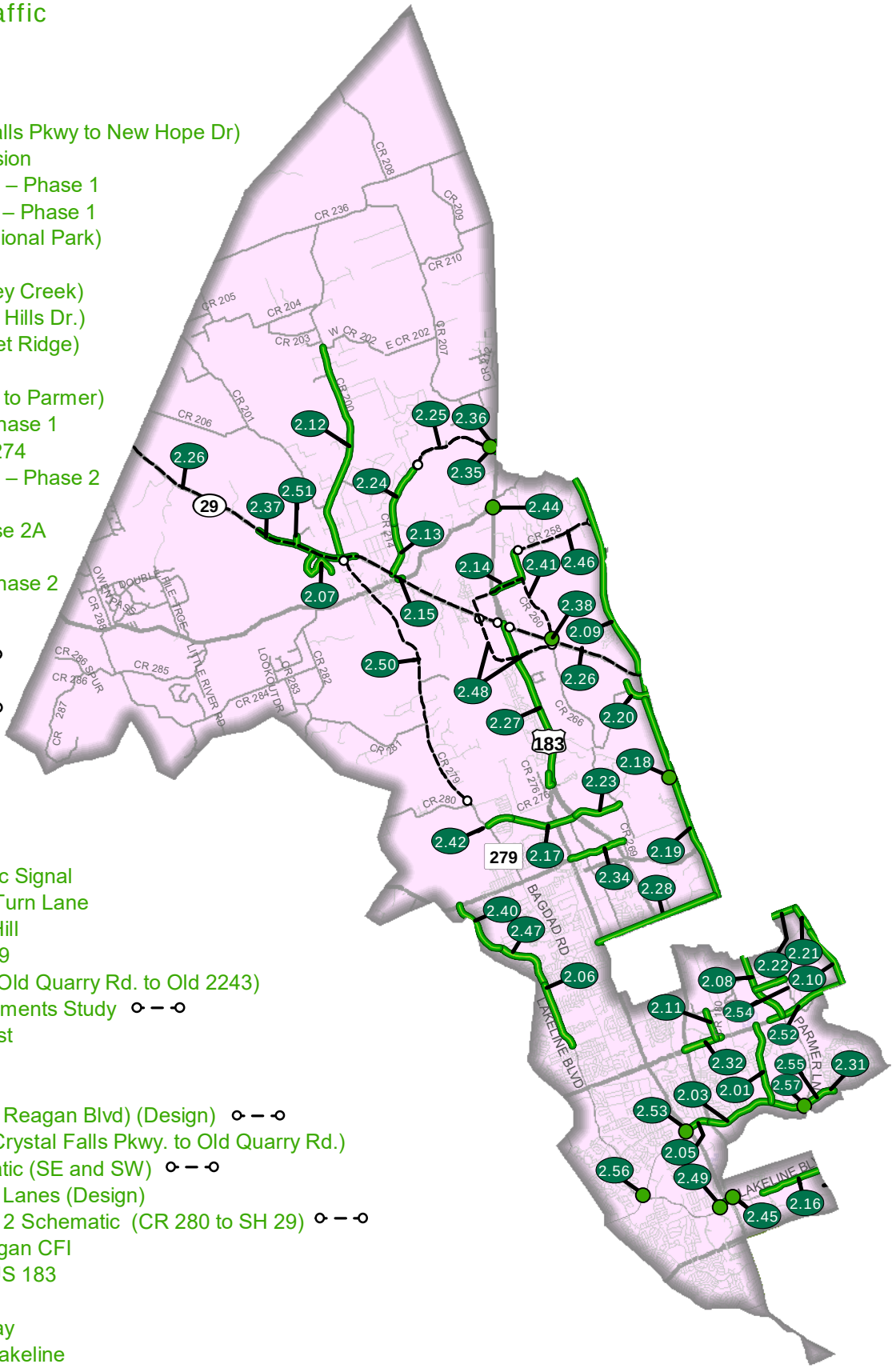
Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	% ($)	% Time
1	2/24/2020	3/2/2020	8	$336,836.04	$336,836.04	$37,426.23	$37,426.23	28	13
2	3/2/2020	3/27/2020	26	$359,779.20	$696,615.24	$39,975.46	$77,401.69	58	57

Adjusted Price = $1,325,000.00

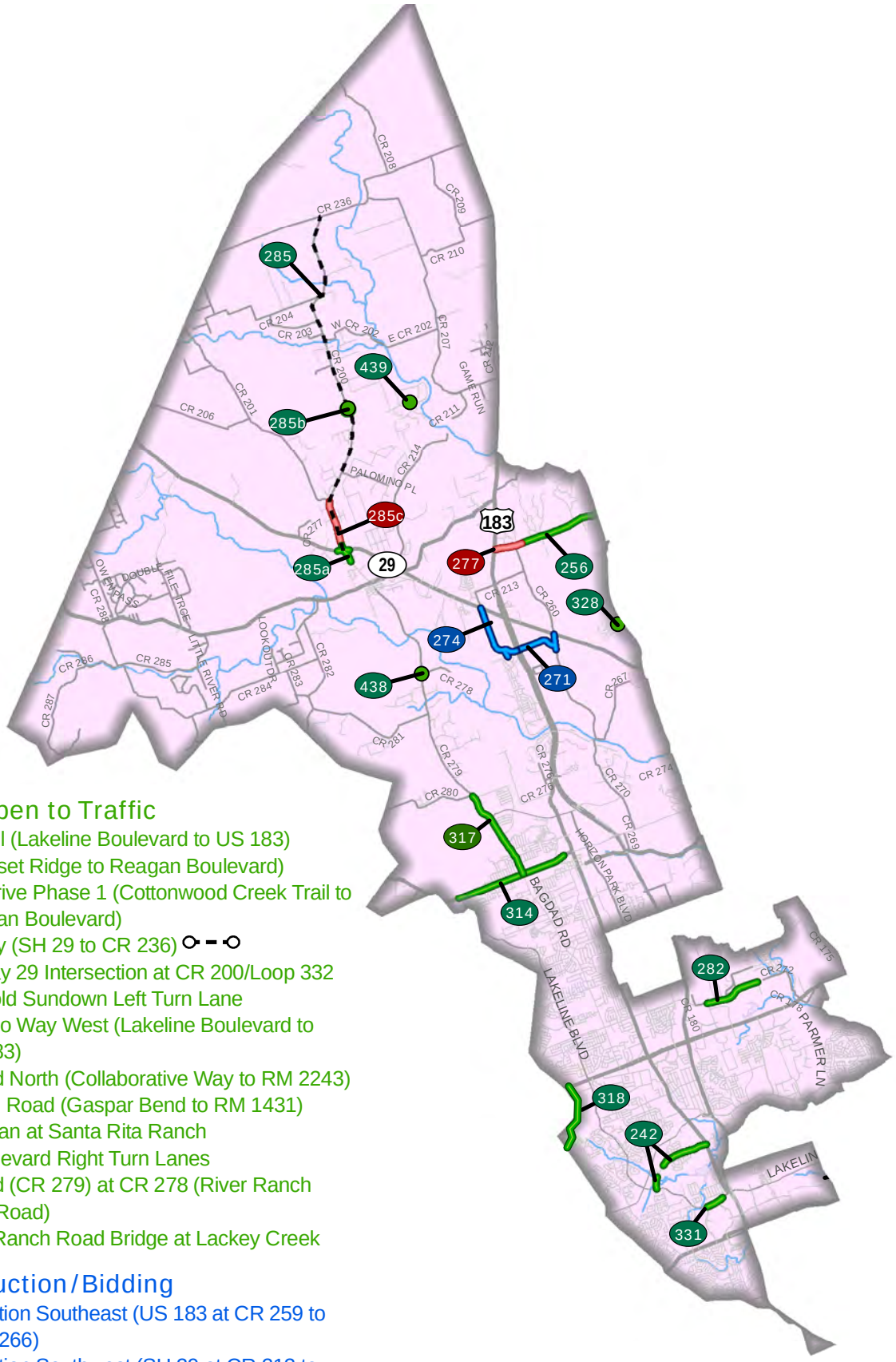
2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

Completed/Open to Traffic

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



2013 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita Ranch
331 Lakeline Boulevard Right Turn Lanes
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

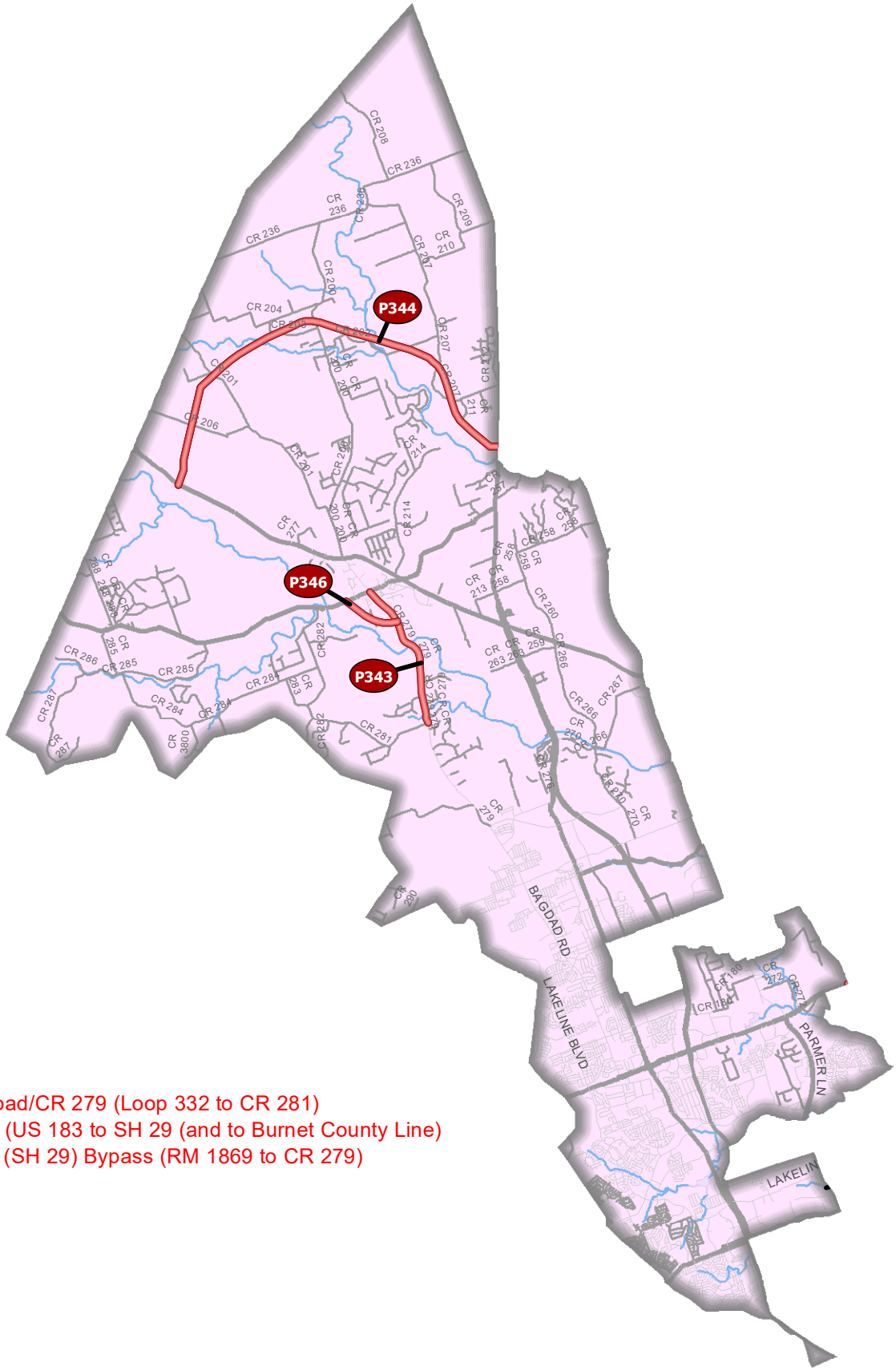
Under Construction/Bidding

271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)

In Design

277 CR 258 Extension (US 183 to Sunset Ridge Drive)
285c CR 200 (CMTA Railroad to CR 201)

2019 Road Bond Program Projects
Precinct 2 - Commissioner Long



In Design

P343 Bagdad Road/CR 279 (Loop 332 to CR 281)
P344 Corridor I2 (US 183 to SH 29 (and to Burnet County Line)
P346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
Project No. 1805-229

Original Contract Price = $2,959,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
8/15/2018	9/11/2018	10/18/2018	10/28/2018	2/13/2020			480		480

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/28/2018	12/31/2018	65	$7,296.69	$7,296.69	$810.74	$810.74	0	14
2	1/1/2019	1/31/2019	31	$204,653.21	$211,949.90	$22,739.25	$23,549.99	8	20
3	2/1/2019	2/28/2019	28	$159,772.72	$371,722.62	$17,752.52	$41,302.51	14	26
4	3/1/2019	3/31/2019	31	$137,964.55	$509,687.17	$15,329.40	$56,631.91	19	32
5	4/1/2019	4/30/2019	30	$194,875.30	$704,562.47	$21,652.81	$78,284.72	26	39
6	5/1/2019	5/31/2019	31	$136,748.31	$841,310.78	$15,194.26	$93,478.98	31	45
7	6/1/2019	6/30/2019	30	$1,833.75	$843,144.53	$203.75	$93,682.73	31	51
8	7/1/2019	7/31/2019	31	$52,512.42	$895,656.95	$5,834.67	$99,517.40	33	58
9	8/1/2019	8/31/2019	31	$200,547.82	$1,096,204.77	$22,283.13	$121,800.53	40	64
10	9/1/2019	9/30/2019	30	$207,014.36	$1,303,219.13	$23,001.60	$144,802.13	48	70
11	10/1/2019	10/31/2019	31	$236,499.39	$1,539,718.52	$26,277.71	$171,079.84	57	77
12	11/1/2019	11/30/2019	30	$123,864.67	$1,663,583.19	$13,762.74	$184,842.58	61	83
13	12/1/2019	12/31/2019	31	$137,437.19	$1,801,020.38	$15,270.80	$200,113.38	66	90
14	1/1/2020	1/31/2020	31	$603,824.45	$2,404,844.83	$67,091.60	$267,204.98	89	96
15	2/1/2020	2/29/2020	14	$78,833.21	$2,483,678.04	$8,807.89	$276,012.87	92	99
16	3/1/2020	3/31/2020	0	$22,139.21	$2,505,817.25	$2,459.98	$278,472.85	92	99

5/1/2020 Comments - Punchlist items are ongoing.

Change Order Number	Approved	Cost This CO	Total COs
01	11/26/2019	$53,416.00	$ 53,416.00

1A: Design Error or Omission. Incorrect PS&E. This change order adds new bid items for the design revision to add a service meter to the 12" waterline. This change order also replaces the DR-18 waterline pipe called for in the plans with a DR-14 pipe inside the park. 3F: County Convenience. Additional work desired by the County. This change order adds new bid items for the connection of 12" waterline to the waterline installed by others at the west end of the park road, for additional tapping saddle for landscape irrigation, and 4" PVC sleeves under roadway for future irrigation and electrical needs in the park. This change order also replaces the Type 1 ground box with a Type D ground box for the communication line along the park road.

Adjusted Price = $3,012,416.00

San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road)
Project No. 1807-252 Original Contract Price = $1,425,301.90

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
9/5/2018	9/18/2018	10/12/2018	10/22/2018	3/7/2020			125		125

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2018	11/30/2018	0	$20,025.00	$20,025.00	$2,225.00	$2,225.00	2	0
2	12/1/2018	12/31/2018	0	$6,088.77	$26,113.77	$676.53	$2,901.53	2	0
3	1/1/2019	1/31/2019	0	$12,825.00	$38,938.77	$1,425.00	$4,326.53	3	0
4	2/1/2019	3/31/2019	0	$14,943.46	$53,882.23	$1,660.38	$5,986.91	4	0
5	4/1/2019	4/30/2019	15	$192,636.00	$246,518.23	$21,404.00	$27,390.91	19	12
6	5/1/2019	5/31/2019	18	$110,889.98	$357,408.21	$12,321.11	$39,712.02	27	26
7	6/1/2019	6/30/2019	12	$39,727.80	$397,136.01	$4,414.20	$44,126.22	30	36
8	7/1/2019	7/31/2019	20	$69,883.20	$467,019.21	$7,764.80	$51,891.02	36	52
9	8/1/2019	9/30/2019	43	$320,467.68	$787,486.89	$35,607.52	$87,498.54	60	86
10	10/1/2019	10/31/2019	17	$36,404.24	$823,891.13	$4,044.92	$91,543.46	63	100
11	11/1/2019	11/30/2019	10	$56,562.93	$880,454.06	$6,284.77	$97,828.23	68	108
12	12/1/2019	12/31/2019	20	$201,899.25	$1,082,353.31	$22,433.25	$120,261.48	83	124
13	1/1/2020	1/31/2020	20	$75,223.62	$1,157,576.93	$8,358.18	$128,619.66	89	140
14	2/1/2020	2/29/2020	20	$130,889.46	$1,288,466.39	$2,269.80	$130,889.46	98	156
15	3/1/2020	3/31/2020	7	$84,133.56	$1,372,599.95	$9,348.17	$140,237.63	105	162
16	4/1/2020	4/30/2020		$949.72	$1,373,549.67	$105.53	$140,343.16	105	162

5/1/2020 Comments - Substantial Completion was achieved on March 7, 2020.

Change Order Number	Approved	Cost This CO	Total COs
01	5/21/2019	$16,166.09	$ 16,166.09

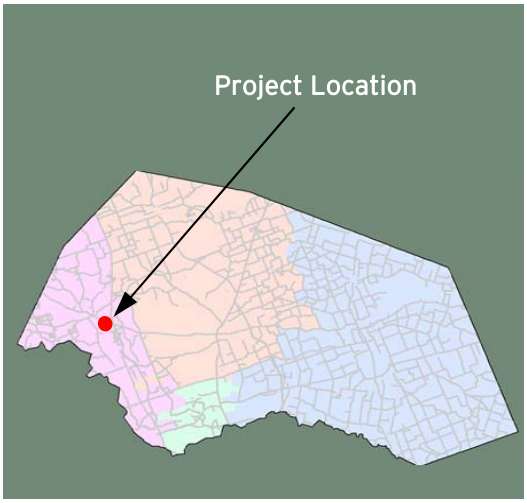
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the exploratory work to unclog an existing culvert pipe to expedite dewatering of the pond prior to the start of construction. 6C: Untimely ROW/Utilities. Utilities not clear. This change order compensates the Contractor for the additional cost of double handling rock riprap material caused by the delay in relocation of the AT&T line.

Change Order Number	Approved	Cost This CO	Total COs
02	2/11/2020	$5,811.00	$ 21,977.09

1A: Design Error or Omission. Incorrect PSE. This Change Order adds a new item to compensate the Contractor for the cost to fabricate and deliver slot drain cover plates that was deleted from the project. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order replaces lime treatment with an additional 6" of flexible base.

Adjusted Price = $1,447,278.99





Seward Junction Improvements
(SH 29 to CR 266 & CR 266 South of 259 to SH 29)

Project Length: 2.9 Miles
Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - December 2020
Estimated Construction Cost: $13.3 Million



APRIL 2020 IN REVIEW

04/10/2020: Southwest: Subcontractor GK Construction continued to tie steel for the eastbound lane from the Tx Materials existing driveway. Subgrade on CR 213 was fine graded, and the 1st course of flexible base was placed and processed. The 18" RCP was installed for Culvert F across CR 213. **Southeast:** Jordan Foster graded, formed, and placed concrete for the riprap at Structure D at the northeast corner of US 183 northbound and CR 259. **US 183 Crossover:** The concrete for the 18" safety end treatment was formed and placed at the outfall of inlet C.02. **PEC Pond:** The concrete for the pond ramp entrance wall was formed and placed. The Contractor began excavating and forming for the splitter box footing.

04/24/2020: Southwest: Paving contnued on the eastbound lane from Texas Materials driveway towards US 183 southbound. The dirt crew processed the final course of flexible base for CR 213 Subcontractor GK Construction continued to tie steel for the westbound lane from US 183 southbound. Subcontractor Tx Materials placed the prime coat and the Ty B hot mix asphalt on CR 213 and the SH 29 Widening. **Southeast:** Subcontractor GK Construction began tying steel for CRCP on CR 266 from SH 29 south. **PEC Pond:** Concrete was placed for the splitter box walls and outlet structure footing. Steel began to be tied and forms set for the outlet structure walls.



Design Engineer: K Friese and Aguirre & Field
Contractor: Jordan Foster Construction
Construction Observation:
Steven Shull / Feng Chen, HNTB

Williamson County
Road Bond Program

HNTB

Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282

Original Contract Price = $13,270,258.10

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
12/19/2018	3/5/2019	4/22/2019	5/2/2019			540		540

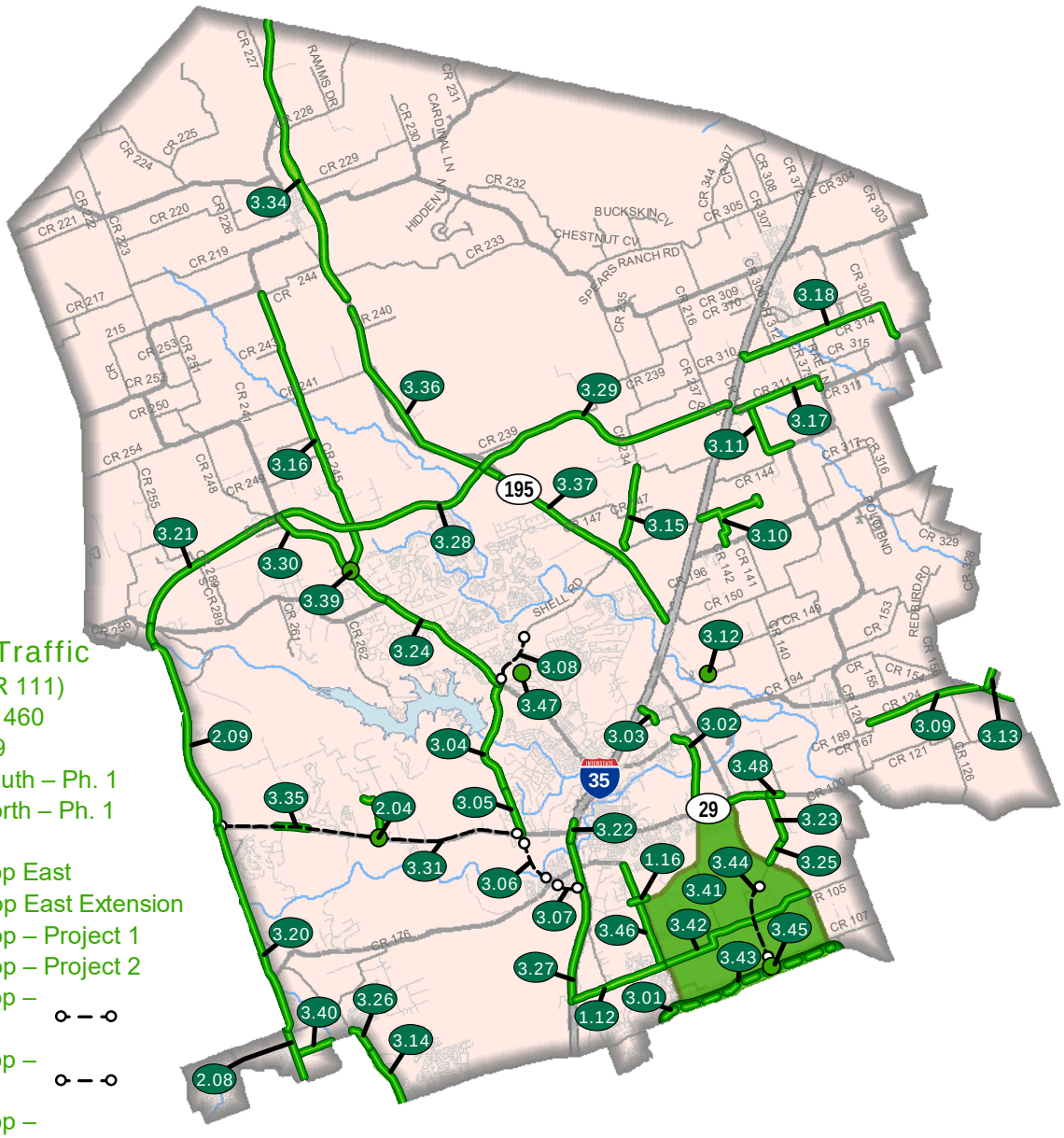
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/2/2019	6/30/2019	60	$1,138,506.71	$1,138,506.71	$126,500.75	$126,500.75	9	11
2	7/1/2019	7/31/2019	31	$900,193.70	$2,038,700.41	$100,021.52	$226,522.27	17	17
3	8/1/2019	8/31/2019	31	$500,440.00	$2,539,140.41	$55,604.44	$282,126.71	21	23
4	9/1/2019	9/30/2019	30	$781,187.35	$3,320,327.76	$86,798.60	$368,925.31	28	28
5	10/1/2019	10/31/2019	31	$629,436.02	$3,949,763.78	$69,937.33	$438,862.64	33	34
6	11/1/2019	11/30/2019	30	$278,357.53	$4,228,121.31	$30,928.62	$469,791.26	35	39
7	12/1/2019	12/31/2019	31	$499,295.12	$4,727,416.43	$55,477.23	$525,268.49	39	45
8	1/1/2020	1/31/2020	31	$507,587.04	$5,235,003.47	$56,398.56	$581,667.05	43	51
9	2/1/2020	2/29/2020	29	$495,830.37	$5,730,833.84	$55,092.26	$636,759.31	48	56
10	3/1/2020	3/31/2020	31	$1,495,940.26	$7,226,774.10	$380,356.53	$1,017,115.84	62	62

Change Order Number	Approved	Cost This CO	Total COs
01	2/28/2020	$112,306.36	$ 112,306.36

1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.

Adjusted Price = $13,382,564.46

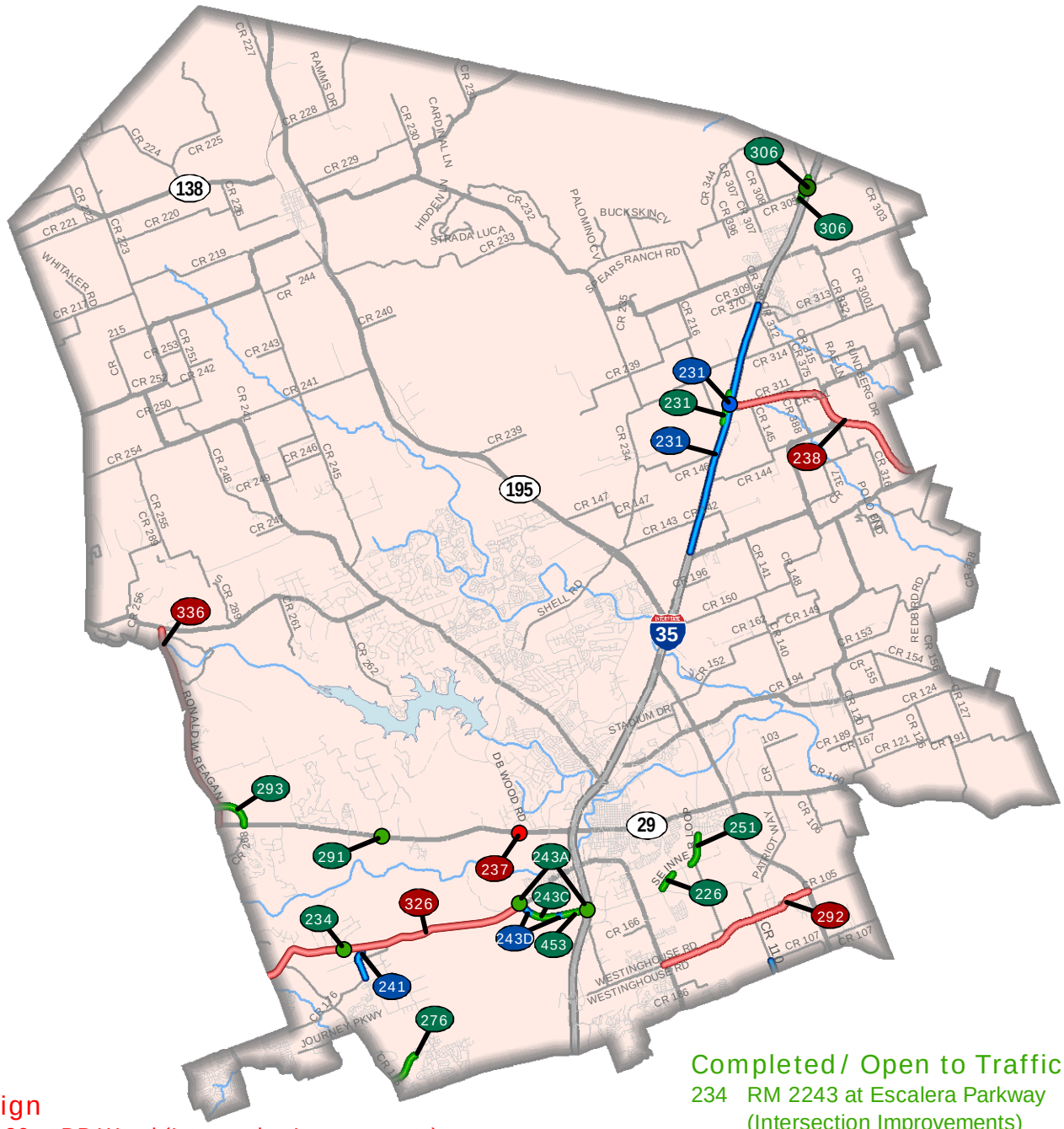
2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



Completed / Open to Traffic

1.12 Westinghouse Rd. (CR 111)
1.16 SE Inner Loop at FM 1460
2.04 Cedar Hollow at SH 29
2.08 Ronald W. Reagan South – Ph. 1
2.09 Ronald W. Reagan North – Ph. 1
3.01 FM 1460 to CR 110
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop – Project 1
3.05 Georgetown Inner Loop – Project 2
3.06 Georgetown Inner Loop – Project 3 Study
3.07 Georgetown Inner Loop – Project 4 Study
3.08 Georgetown Inner Loop – Project 5 Study
3.09 CR 124
3.10 CR 142
3.11 CR 145
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.20 Ronald W. Reagan South - Phase 2
3.21 Ronald W. Reagan North - Phase 2
3.22 IH-35 at SH 29 Turnarounds (PTF)
3.48 SH 29 Widening - 12" Water Main Relocation
3.23 SH 29/CR 104 – Phase 1
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension - Phase 2A
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.31 SH 29 Improvements Study & Schematic
3.34 SH 195 Project 1
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
3.43 University Blvd. (Chandler Rd) Expansion (Design)
3.44 CR 110 North (North of CR 107 to North of Sam Houston) (Design)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.46 FM 1460 North
3.47 Madrid Drive Extension

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)
326 RM 2243 Realignment (183A to Southwest Bypass)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

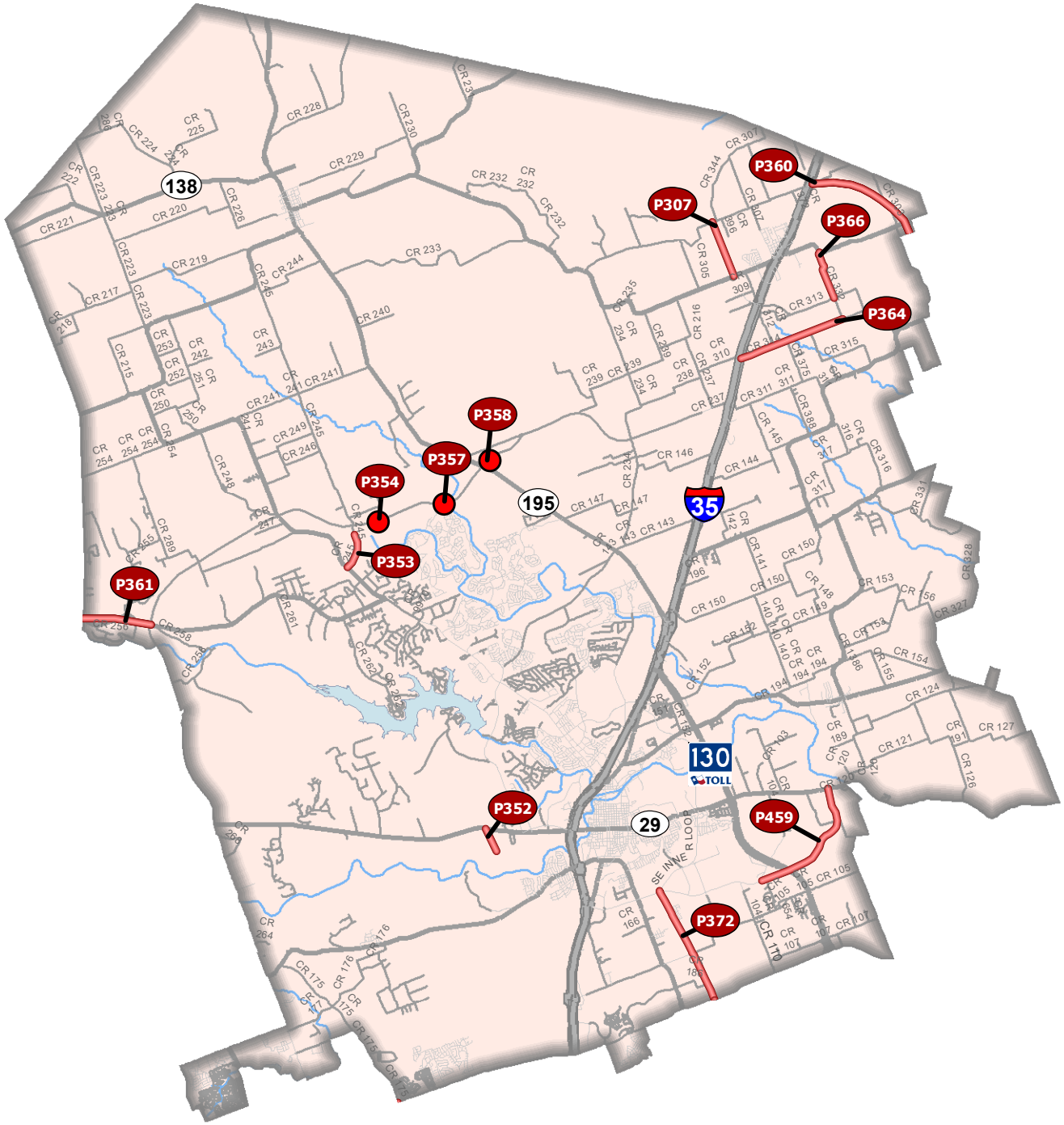
Completed/ Open to Traffic

226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
231 Relocation of 48" Williamson County Regional Raw Waterline - Line B

Completed/ Open to Traffic (con't)

234 RM 2243 at Escalera Parkway (Intersection Improvements)
243a Southwest Bypass Driveways
243c Southwest Bypass Access Route
251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
291 SH 29 at Cedar Hollow (Intersection Improvements)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
306 CR 305 at IH 35 Bridge Replacement
306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

P307 Bud Stockton Extension (CR 305 to FM 487)
P352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
P353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
P354 Ronald Reagan at Silver Spur Boulevard
P357 Ronald Reagan at Sun City Boulevard
P358 SH 195 at Ronald Reagan
P360 Corridor E5 (IH 35 to FM 972)
P361 Corridor I1 (Ronald Reagan Boulevard to US 183)
P364 CR 314 Safety Improvement (IH 35 to 1 mile east of IH 35 and Widening from East of CR 315 to CR 332)
P366 CR 332 Realignment (South of FM 487 to North of CR 313)
P370 MoKan (Georgetown Inner Loop to University Boulevard)
P459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)

Inner Loop Improvements (Wilco Way to Belmont Drive)
Project No. 1706-168 Original Contract Price = $5,352,696.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
8/9/2017	8/30/2017	9/18/2017	9/28/2017	12/21/2018			300	98	398

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/28/2017	10/31/2017	34	$324,036.00	$324,036.00	$36,004.00	$36,004.00	7	9
2	11/1/2017	11/30/2017	30	$429,129.00	$753,165.00	$47,681.00	$83,685.00	16	16
3	12/1/2017	1/31/2018	62	$460,398.44	$1,213,563.44	$51,155.38	$134,840.38	26	32
4	2/1/2018	2/28/2018	28	$52,007.22	$1,265,570.66	$5,778.58	$140,618.96	27	39
5	3/1/2018	3/31/2018	31	$346,718.46	$1,612,289.12	$38,524.28	$179,143.24	34	46
6	4/1/2018	4/30/2018	30	$616,068.50	$2,228,357.62	$68,452.05	$247,595.29	47	54
7	5/1/2018	5/31/2018	31	$625,661.55	$2,854,019.17	$69,517.95	$317,113.24	60	62
8	6/1/2018	6/30/2018	30	$940,709.70	$3,794,728.87	$104,523.31	$421,636.55	80	69
9	7/1/2018	7/31/2018	31	$464,007.65	$4,258,736.52	$51,556.40	$473,192.95	90	77
10	8/1/2018	8/31/2018	31	$164,300.22	$4,423,036.74	$18,255.58	$491,448.53	93	85
11	9/1/2018	9/30/2018	30	$55,348.69	$4,478,385.43	$6,149.85	$497,598.38	95	92
12	10/1/2018	10/31/2018	31	$35,315.10	$4,513,700.53	$3,923.90	$501,522.28	95	100
13	11/1/2018	11/30/2018	30	$68,351.25	$4,582,051.78	$7,594.58	$509,116.86	97	108
14	12/1/2018	12/22/2018	22	$67,106.34	$4,649,158.12	$7,456.26	$516,573.12	98	113
15	12/23/2018	2/28/2019	0	$32,411.02	$4,681,569.14	$3,601.23	$520,174.35	99	113
16	3/1/2019	3/15/2019	0	$18,154.74	$4,699,723.88	$2,017.19	$522,191.54	99	113
17	3/16/2019	4/30/2019	0	$499,998.40	$5,199,722.28	-$499,998.40	$22,193.14	99	113

5/1/2020 Comments - Closeout documents are being received.

Change Order Number	Approved	Cost This CO	Total COs
01	12/5/2017	$ 6,050.40	$ 6,050.40

3E: County Convenience. Reduction of future maintenance. This Change Order revises the hot mix asphalt (HMAC) pavement section on the Inner Loop from one 2" lift of Type C HMAC to one 2" lift of Type D HMAC.

Change Order Number	Approved	Cost This CO	Total COs
02	6/5/2018	$ 37,681.73	$ 43,732.13

3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt on the existing pavement, reconstruction of the remaining portion of the County Annex parking lot, relocation of the existing force main outside the limits of new parking lots, installation of conduit sleeves under the new parking lot for future irrigation and a revised seed mixture to match the existing campus lawn. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). Changes at the Wilco Way portion of the project include overrun in excavation cost due to change in the Construction Sequence requested by TCEQ and changes to the seed mixture. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(item 9). Pay item for 18" deep pavement repair (351-6011) will be deleted. The item will not be used because the repai of failures in the existing pavement does not require it.

Change Order Number	Approved	Cost This CO	Total COs
03	9/18/2018	$ 183,780.89	$ 227,513.02

3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

Change Order Number	Approved	Cost This CO	Total COs
04	3/5/2019	$ 20,171.94	$ 247,684.96

3F: County Convenience. Additional work desired by the County. 2C. Differing Site Conditions(unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

Change Order Number	Approved	Cost This CO	Total COs
05	6/25/2019	$ (343,688.29)	$ (96,003.33)

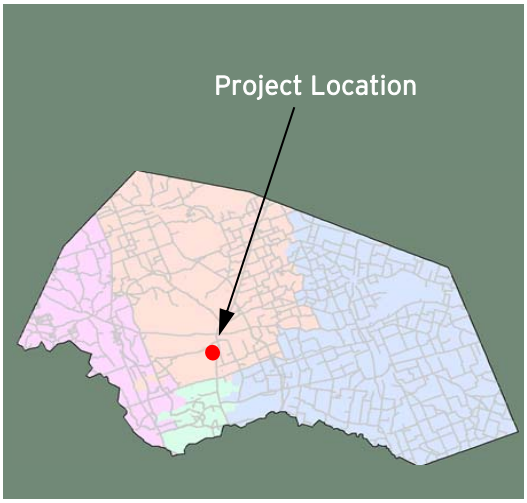
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds time to the contract for work added in Change Order #2. This Change Order also corrects an error in a previously reported quantity.

Change Order Number	Approved	Cost This CO	Total COs
06	3/24/2020	$7,291.00	$ (88,712.33)

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quanities on the project as a result of addressing field conditions not accounted for in the original plans and adds time to the contract for work added in Change Order #2. This Change Order also corrects an error in a previously reported quantity

Adjusted Price = $5,263,983.67





Southwest Bypass Segment 2
(Southbound IH 35 to RM 2243)

Project Length: 1.6 Miles
Roadway Classification: Major Urban Collector

Project Schedule: September 2018 - May 2020
Estimated Construction Cost: $8.6 Million



APRIL 2020 IN REVIEW

04/03/2020: James Construction monitored the vegetation strip along the ROW for grass growth. Subcontractor Bartlett Tree Service placed fencing in areas to protect trees for the RM 2243 intersection lights.

04/10/2020: Subcontractor Bartlett Tree Service completed fencing to protect trees during the RM 2243 lights.

04/17/2020: The locations of the power poles and the fenced trees were checked, but drilling has not begun.

04/24/2020: Monitoring continued for the vegetation strip along the ROW for grass growth.

05/01/2020: A meeting was held with the County to evaluate a boulder berm to be placed transversely across the west ROW at the north end of the southbound mainlane rock pre-split face. The County will place a gap in the boulders and construct a gate for controlled access to the area. Pedernales Electric Corporation (PEC) began installing electric lines from the north limits of the east ROW of Southwest Bypass toward the traffic signals at FM 2243. Tree fencing is in place.



Design Engineer: HDR Engineering
Contractor: James Construction
Construction Observation:
James Klotz, HNTB

Williamson County
Road Bond Program

HNTB

Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
Project No. 1803-219

Original Contract Price = $8,087,943.77

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
5/9/2018	6/19/2018	9/14/2018	9/24/2018	1/27/2020			420	0	420

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/24/2018	10/25/2018	32	$650,245.50	$650,245.50	$72,249.50	$72,249.50	8	8
2	10/26/2018	11/25/2018	31	$282,139.19	$932,384.69	$31,348.80	$103,598.30	12	15
3	11/26/2018	12/25/2018	30	$935,358.18	$1,867,742.87	$103,928.69	$207,526.99	24	22
4	12/26/2018	1/25/2019	31	$150,358.76	$2,018,101.63	$16,706.52	$224,233.51	26	30
5	1/26/2019	2/25/2019	31	$87,117.34	$2,105,218.97	$9,679.71	$233,913.22	27	37
6	2/26/2019	3/25/2019	28	$658,360.62	$2,763,579.59	$73,151.18	$307,064.40	36	44
7	3/26/2019	4/25/2019	31	$368,480.57	$3,132,060.16	$40,942.28	$348,006.68	41	51
8	4/26/2019	5/25/2019	30	$518,691.89	$3,650,752.05	$57,632.43	$405,639.11	47	58
9	5/26/2019	6/25/2019	31	$525,821.35	$4,176,573.40	$58,424.60	$464,063.71	54	65
10	6/26/2019	7/25/2019	30	$188,830.60	$4,365,404.00	$20,981.18	$485,044.89	56	73
11	7/26/2019	8/25/2019	31	$468,383.64	$4,833,787.64	-$230,635.01	$254,409.88	59	80
12	8/26/2019	9/25/2019	31	$246,380.33	$5,080,167.97	$12,967.38	$267,377.26	62	87
13	9/26/2019	10/25/2019	30	$469,622.82	$5,549,790.79	$24,716.99	$292,094.25	68	95
14	10/26/2019	11/25/2019	31	$310,326.66	$5,860,117.45	$16,332.98	$308,427.23	72	102
15	11/26/2019	12/25/2019	30	$456,292.80	$6,316,410.25	$24,015.41	$332,442.64	77	109
16	12/26/2019	1/25/2020	31	$887,873.95	$7,204,284.20	$46,730.21	$379,172.85	88	116
17	1/26/2020	2/25/2020	2	$474,385.50	$7,678,669.70	-$222,465.31	$156,707.54	91	117
18	2/26/2020	3/25/2020		$4,704.38	$7,683,374.08	$96.01	$156,803.55	91	117
19	3/26/2020	4/25/2020		$360,076.75	$8,043,450.83	$7,348.51	$164,152.06	96	117

5/1/2020 Comments - Fence protection work and Signal work are ongoing.

Change Order Number	Approved	Cost This CO	Total COs
01	4/7/2020	$300,284.59	$ 300,284.59

3F: County Convenience. Additional work desired by the County. A ROW agreement with Texas Crushed Stone (TCS) required that 6 driveways be installed on the project and the locations and details were added to the plans after construction began. In addition to the driveways, per Williamson County's request, the southbound frontage road will be converted to two-way to allow eastbound SW Bypass traffic to access the Inner Loop directly. 3E & 3H: County Convenience. Reduction of future maintenance. Cost savings opportunity discovered during construction. Elimination of Wall 6 is safer for the travelling public and will reduce future maintenance costs. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). Excavation adjacent to the ROW required the placement of additional metal beam guard fence (MBGF) to protect the travelling public. Also, during construction, excavation near the pond diverted water across a driveway, therefore it was necessary to place concrete pipe (RCP) to channel the water into the pond.

Change Order Number	Approved	Cost This CO	Total COs
02	4/7/2020	$155,032.95	$ 455,317.54

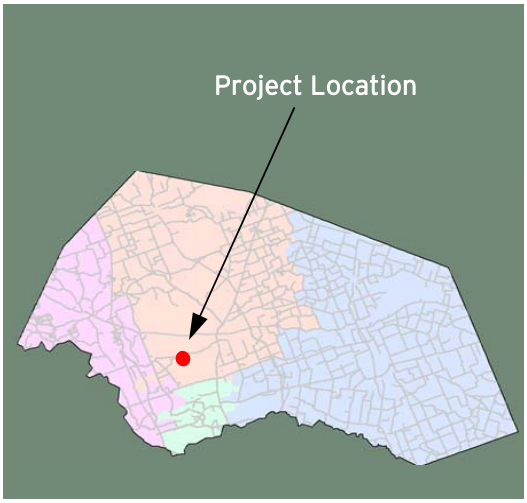
3F: County Convenience. Additional work desired by the County. This Change Order pays for the completion of the signal at RM 2243/Southwest Bypass. The original plans only required the Contractor to install signal poles and illumination. The mast arms were to be delivered to the City of Georgetown for later installation. After the project began, the section of the Bypass constructed by the City of Georgetown opened and a signal warrant study was performed that indicated the intersection met warrants. This Change Order adds pay items for the signal heads, controller cabinet, wiring, vehicle detection system, and the labor and equipment to complete the work for a fully functional signal. This Change order also provides for the payment of retaining wall costs already incurred for Wall 6, prior to the decision to delete that wall from the Contract. Through discussions with the landowner and Engineer, the County decided to remove Wall 6 for safety concerns, maintenance issues and cost savings. It was also decided by the County to install 7 additional cliff overhang gates through negotiations with the landowner.

Change Order Number	Approved	Cost This CO	Total COs
03	4/7/2020	$46,061.86	$ 501,379.40

3F: County Convenience. Additional work desired by the County. This Change Order for the tree preservation, trimming, and debris removal. An arborist is required to determine the protection for trees in the work zone. A fence is included in this Change Order for tree protection

Adjusted Price = $8,589,323.17





CR 176 at RM 2243
(RM 2243 at Parkside Parkway)

Project Length: 1 Mile
Roadway Classification: Rural Arterial

Project Schedule: August 2019 - May 2020
Estimated Construction Cost: $2.6 Million



APRIL 2020 IN REVIEW

04/03/2020: The fence subcontractor finished installing posts, wire, and gates where required. Subcontractor Flasher laid out small sign locations.

04/10/2020: Subcontractor Flasher installed small signs throughout the project.

04/17/2020: Subcontractor Tx Materials placed the TY D hot mix asphalt on the ROW and on RM 2243. The RM 2243 eastbound lane was milled and then the TY D asphalt was placed.

04/24/2020: Subcontractor Flasher began to place paint striping.

05/01/2020: Joe Bland shouldered up topsoil along west side edge of pavement and performed general site clean-up. Reinforced concrete pipes for Culvert 1 across RM 2243 were delivered and stored on the job. Subcontractor Flasher installed paint striping, pavement markers and hand-work striping (words / arrows / median noses). Thermoplastic striping has begun on the hand work but not on the lane lines. Subcontractor Texas Curb Cut installed a driveway curb-cut near the south end of the project, as requested by the County.



Design Engineer: WSB & Associates
Contractor: Joe Bland Construction
Construction Observation:
Feng Chen, HNTB

Williamson County
Road Bond Program

HNTB

CR 176 at RM 2243 (RM 2243 at Parkside Parkway)
Project No. 1901-285

Original Contract Price = $2,447,560.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
1/8/2019	3/26/2019	7/26/2019	8/5/2019				420	0	420

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/5/2019	8/7/2019	3	$72,005.40	$72,005.40	$8,000.60	$8,000.60	3	1
2	8/8/2019	8/31/2019	24	$182,903.40	$254,908.80	$20,322.60	$28,323.20	11	6
3	9/1/2019	9/30/2019	30	$256,030.43	$510,939.23	$28,447.83	$56,771.03	21	14
4	10/1/2019	10/31/2019	31	$404,602.62	$915,541.85	$44,955.84	$101,726.87	38	21
5	11/1/2019	11/30/2019	30	$172,401.65	$1,087,943.50	$19,155.74	$120,882.61	46	28
6	12/1/2019	12/31/2019	31	$49,862.16	$1,137,805.66	$5,540.24	$126,422.85	48	35
7	1/1/2020	1/31/2020	31	$4,983.70	$1,142,789.36	$553.75	$126,976.60	48	43
8	2/1/2020	2/29/2020	29	$350,483.90	$1,493,273.26	-$48,383.27	$78,593.33	59	50
9	3/1/2020	3/31/2020	31	$148,264.69	$1,641,537.95	$7,803.40	$86,396.73	65	57

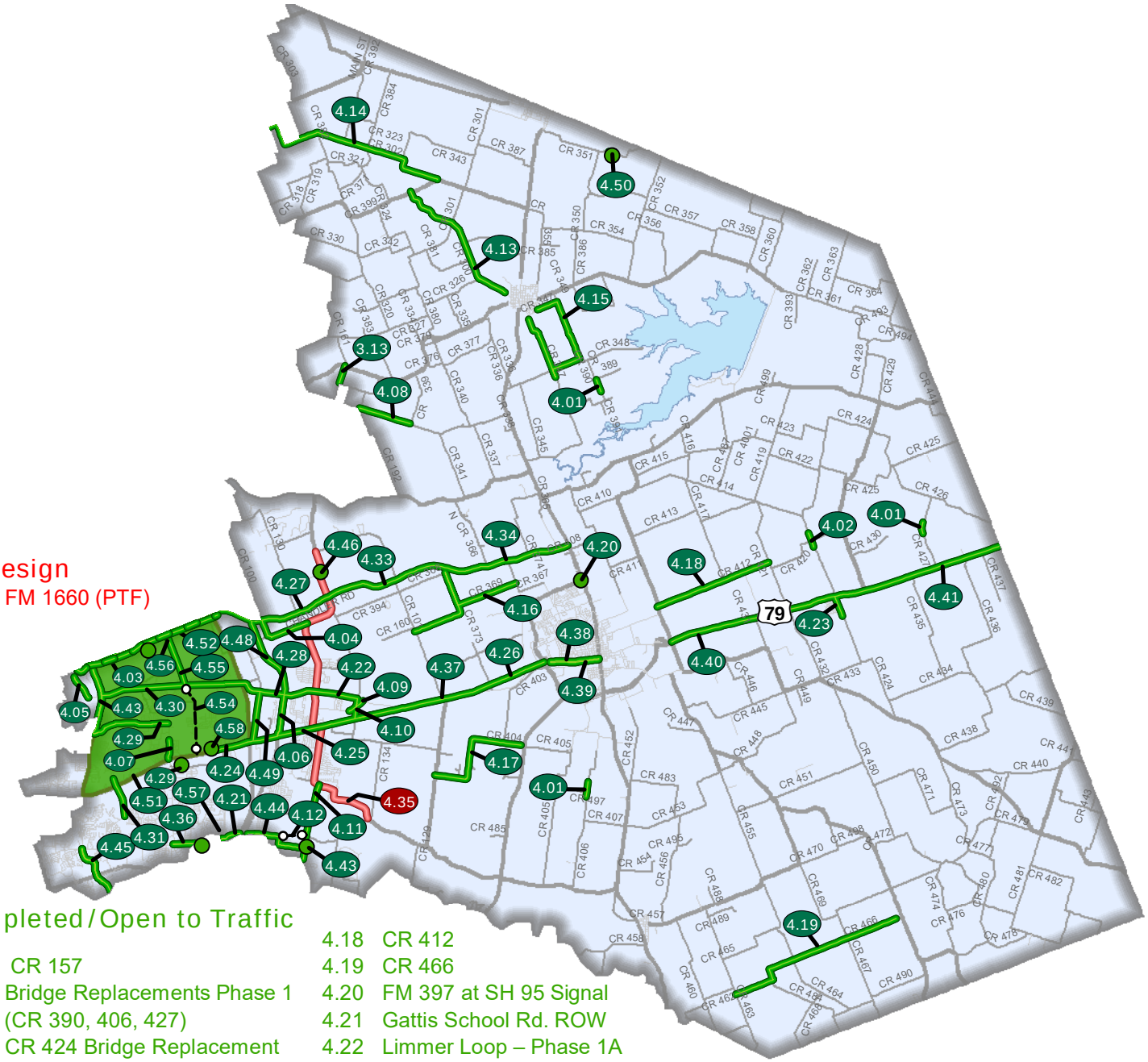
.

Change Order Number	Approved	Cost This CO	Total COs
01	12/17/2019	$208,869.67	$ 208,869.67

4B: Third Party Accommodation. Third party requested work. This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.

Adjusted Price = $2,656,429.67

2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



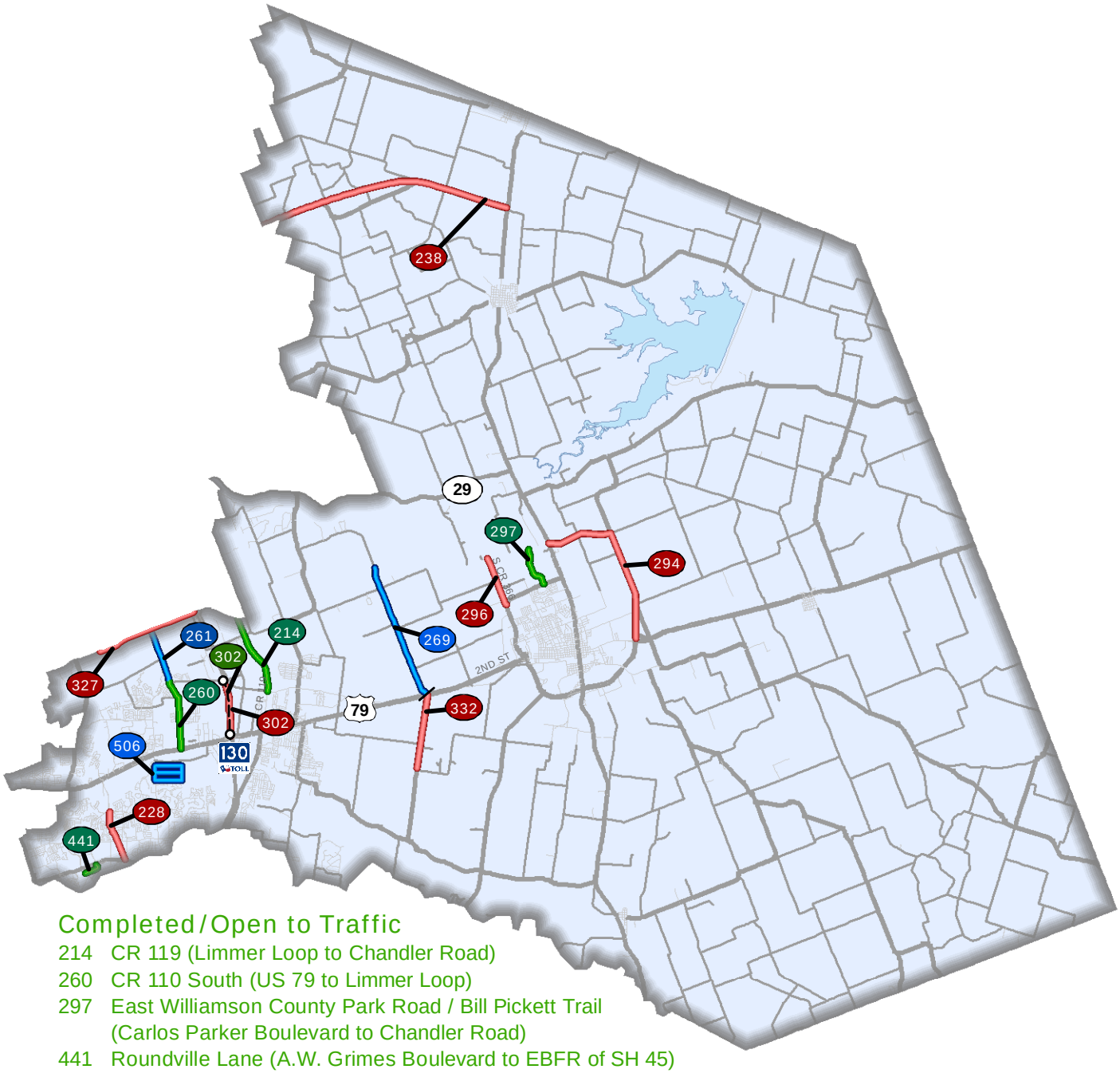
In Design

4.35 FM 1660 (PTF)

Completed / Open to Traffic

3.13 CR 157
4.01 Bridge Replacements Phase 1 (CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110/ Arterial A Study Area
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (Design) (US 79 to Limmer Lp)
4.55 CR 110 Middle (North of Limmer Loop to CR 107)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)
302 SH 130 Traffic Study o——o

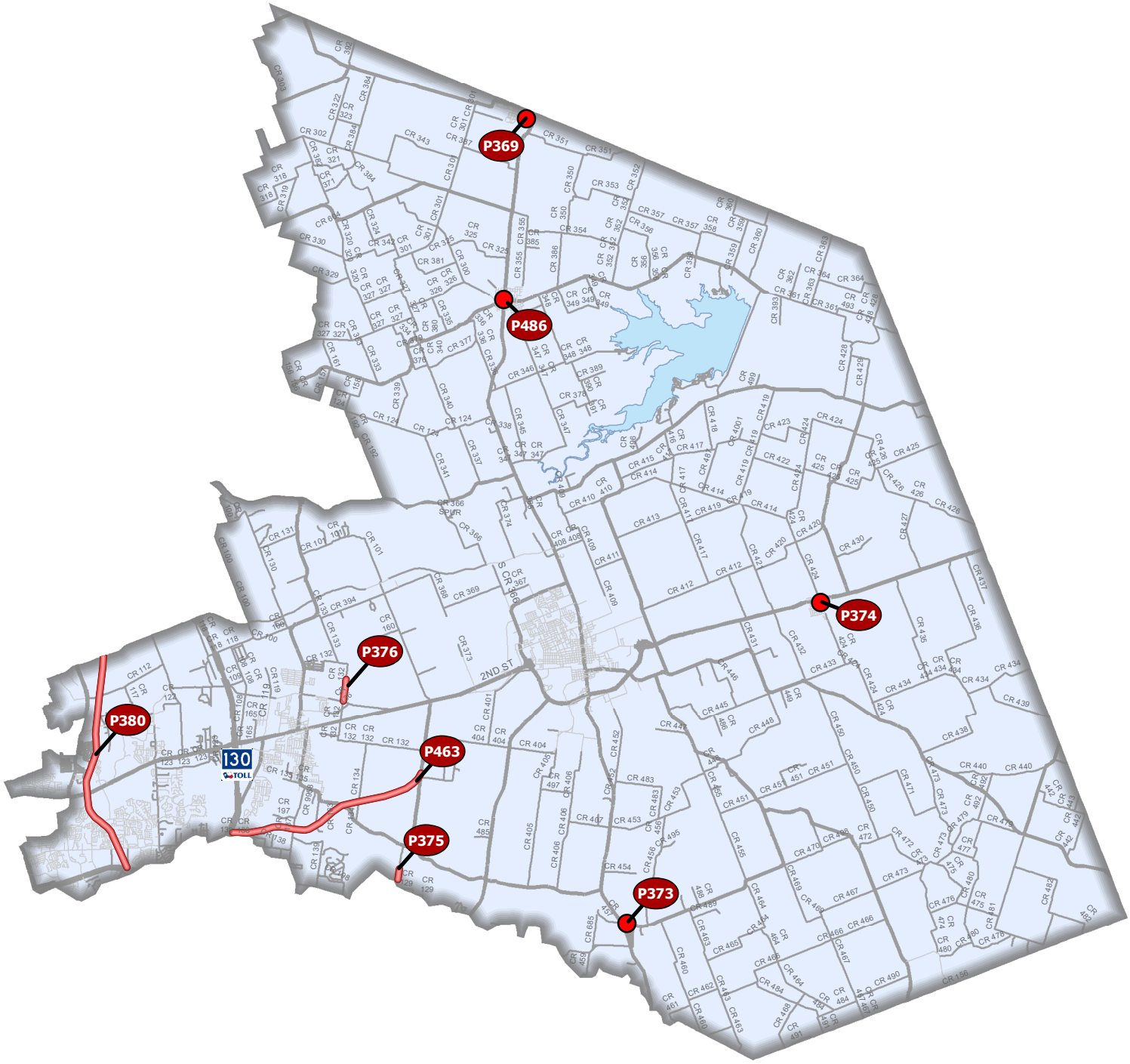
Under Construction/Bidding

261 CR 110 Middle (Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Road)
506 Oak Bluff and Greenfield Drainage Improvements

In Design

228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
332 FM 3349/US 79 Interchange

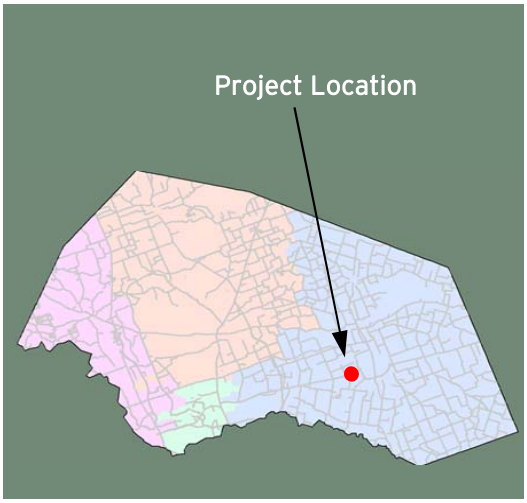
2019 Road Bond Program Projects
Precinct 4 - Commissioner Boles



In Design

P369 Bartlett Street Project
P373 Coupland Street Project
P374 Thrall Street Project
P375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
P376 Hutto Arterial (North of Limmer Loop to South of CR 394)
P380 MoKan (University Boulevard to SH 45)
P463 Southeast Loop (Corridor E1) (CR 138 to CR 137)
P486 Davilla Street Culvert Replacement in Granger





CR 110 Middle
(Limmer Loop to CR 107)

Project Length: 2.2 Miles
Roadway Classification: Urban Arterial

Project Schedule: May 2019 - June 2020
Estimated Construction Cost: $9.0 Million



APRIL 2020 IN REVIEW

04/03/2020: James Construction compacted flexible base from Culvert B to DeSoto Loop. Subcontractor RSI placed rock filter dams in the ditch from CR 112 to Culvert E. Subcontractor Elite formed curb and gutter north of CR 112.

04/10/2020: Subcontractor Texas Materials placed Type B Hot Mix asphalt at Builders First Driveway and CR 112. Subcontractor J.S. Communications spliced MCI/Verizon optical line at CR 112.

04/17/2020: Subcontractor Tx Materials placed Type B asphalt at University Boulevard, CR 107, and CR 110 Transition. Subcontractor RSI installed metal beam guard fence at Culvert F. Contractor HMI (Century Link) placed wire on the poles from Limmer Loop to north of CR 112.

04/24/2020: 6' X 3' reinforced concrete boxes were installed at Culvert C. Subcontractor G. Carter installed pipe at the traffic signal foundation.

05/01/2020: 12" riprap was placed at the safety end treatment on the south side of University Boulevard. Subcontractor J C Communications spliced fiber optic cable tie in at the north end. Subcontractor G Carter placed traffic signal poles, wire and cable for the traffic signals at University Boulevard.



Design Engineer: Kimley Horn
Contractor: James Construction
Construction Observation:
Dave Thomas, HNTB

Williamson County
Road Bond Program

HNTB

CR 110 Middle (Limmer Loop to CR 107)
Project No. 1809-261

Original Contract Price = $8,910,862.73

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
12/14/2018	2/5/2019	4/26/2019	5/6/2019			390		390

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/6/2019	5/31/2019	26	$719,064.06	$719,064.06	$79,896.01	$79,896.01	9	7
2	6/1/2019	6/30/2019	30	$327,805.09	$1,046,869.15	$36,422.78	$116,318.79	13	14
3	7/1/2019	7/31/2019	31	$406,884.79	$1,453,753.94	$45,209.43	$161,528.22	18	22
4	8/1/2019	8/31/2019	31	$391,244.33	$1,844,998.27	$43,471.59	$204,999.81	23	30
5	9/1/2019	9/30/2019	30	$88,385.54	$1,933,383.81	$9,820.61	$214,820.42	24	38
6	10/1/2019	10/31/2019	31	$295,167.52	$2,228,551.33	$32,796.39	$247,616.81	27	46
7	11/1/2019	11/30/2019	30	$424,033.35	$2,652,584.68	$47,114.82	$294,731.63	33	54
8	12/1/2019	12/31/2019	31	$511,268.18	$3,163,852.86	$56,807.57	$351,539.20	39	62
9	1/1/2020	1/31/2020	31	$385,342.62	$3,549,195.48	$42,815.85	$394,355.05	44	69
10	2/1/2020	2/29/2020	29	$514,688.36	$4,063,883.84	$57,187.60	$451,542.65	50	77
11	3/1/2020	3/31/2020	31	$344,124.14	$4,408,007.98	$38,236.01	$489,778.66	54	85
12	4/1/2020	4/19/2020	19	$293,737.21	$4,701,745.19	$32,637.47	$522,416.13	58	90

Change Order Number	Approved	Cost This CO	Total COs
01	10/8/2019	$66,291.83	$ 66,291.83

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

Change Order Number	Approved	Cost This CO	Total COs
02	12/17/2019	$31,881.14	$ 98,172.97

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer.

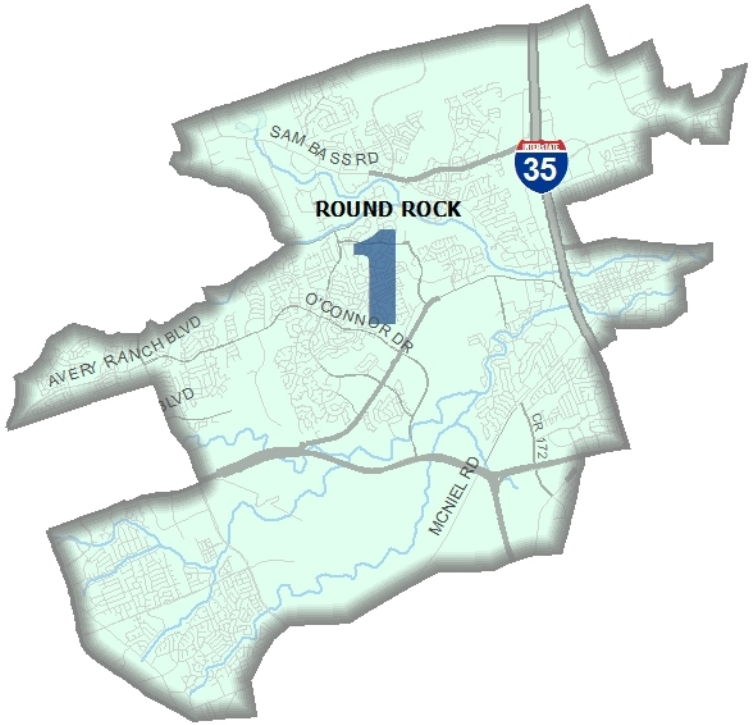
Adjusted Price = $9,009,035.70

Williamson County Commissioners Court

Road Bond Program

May 19, 2020

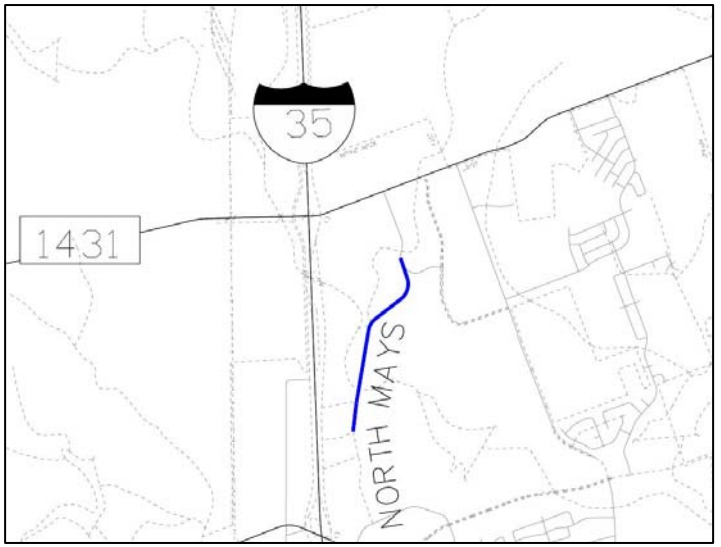
Precinct 1


SAM BASS RD
35
ROUND ROCK
1
O'CONNOR DR
AVERY RANCH BLVD
LVD
CR 172
MCNIEL RD

North Mays Extension
(Paloma Drive to Oakmont Drive)

Anticipated Completion

Summer 2020



Original Contract Price = $10,775,835.75

Total Change Orders to Date = $24,898.18

Adjusted Contract Price = $10,800,733.93

Expenditures to Date = $8,321,946.91 (77%)

North Mays Extension
(Paloma Drive to Oakmont Drive)



North Mays Extension
(Paloma Drive to Oakmont Drive)



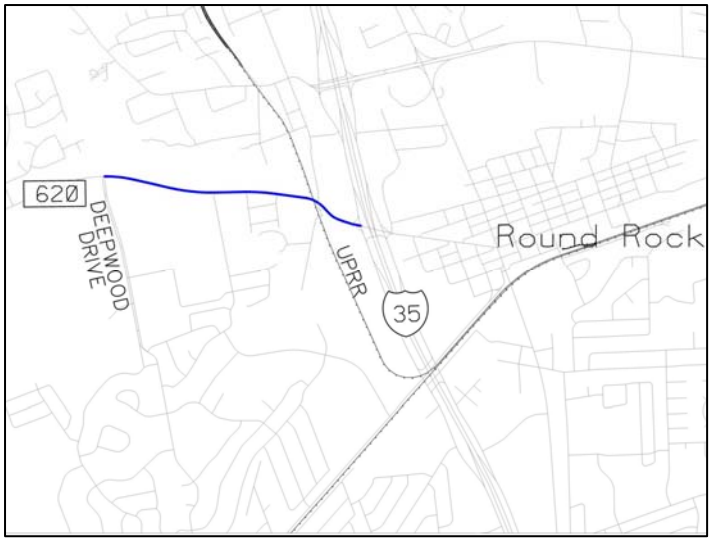
North Mays Extension
(Paloma Drive to Oakmont Drive)



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Summer 2022



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



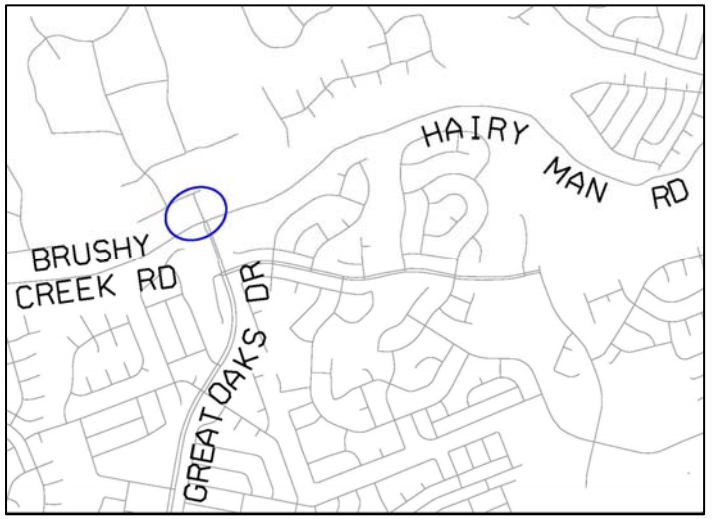
RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



Great Oaks Drive
Water Line Replacements

Anticipated Completion

Spring 2020



Original Contract Price = $1,325,000.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $1,325,000.00

Expenditures to Date = $1,323,329.10 (99%)

Great Oaks Drive
Water Line Replacements



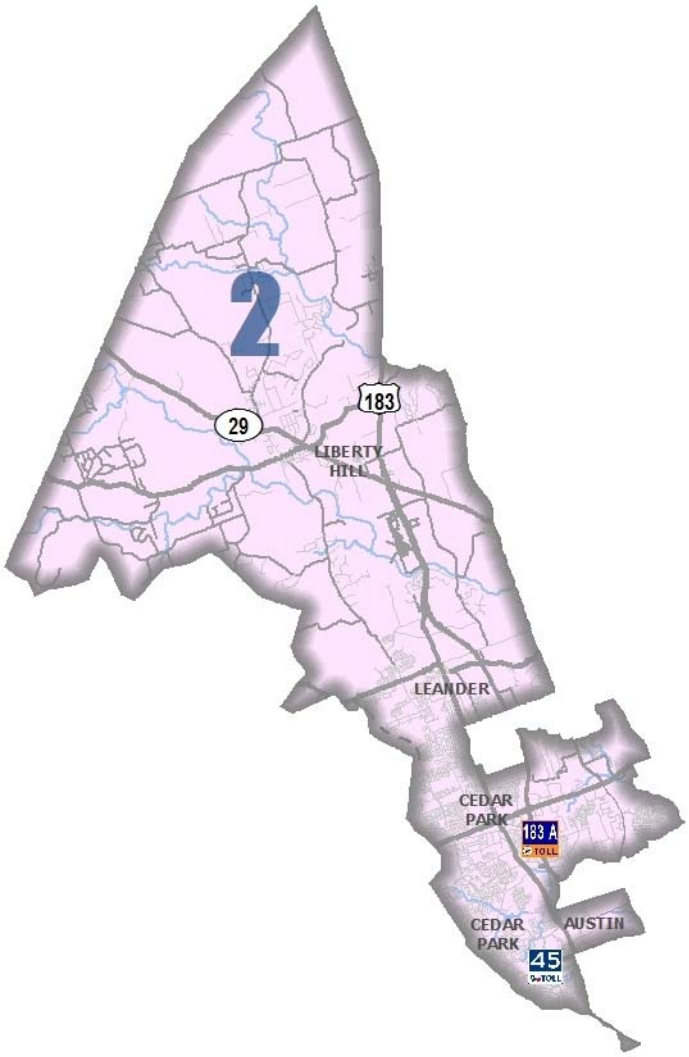
Great Oaks Drive
Water Line Replacements



Great Oaks Drive
Water Line Replacements



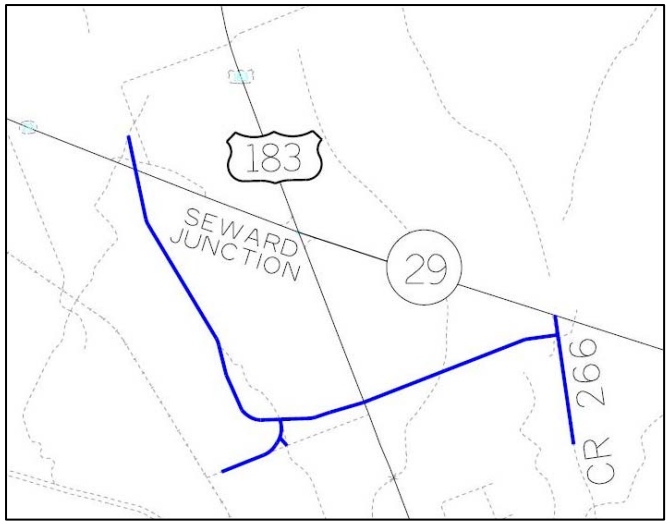
Precinct 2


2
183
29
LIBERTY HILL
LEANDER
CEDAR PARK
183 A
TOLL
CEDAR PARK
AUSTIN
45
TOLL

Seward Junction Improvements

Anticipated Completion

Late 2020



Original Contract Price = $13,270,258.10

Total Change Orders to Date = $112,306.36

Adjusted Contract Price = $13,382,564.46

Expenditures to Date = $7,607,130.63 (57%)

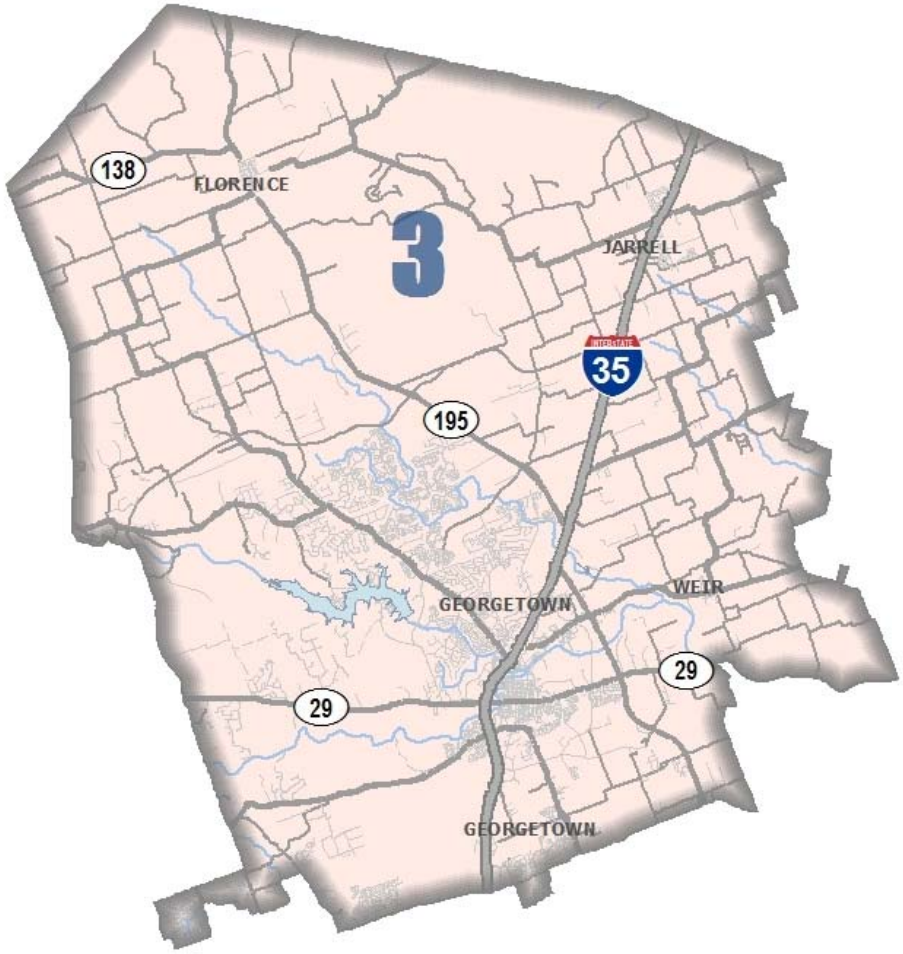
Seward Junction Improvements



Seward Junction Improvements



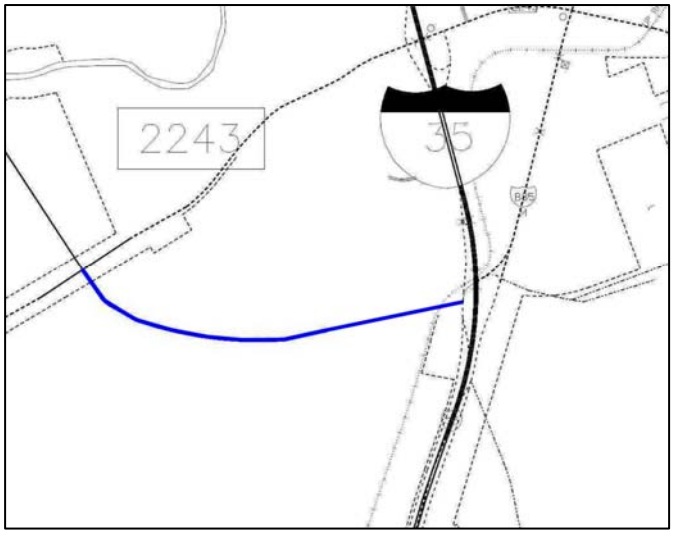
Precinct 3


138
FLORENCE
3
JARRELL
35
195
GEORGETOWN
WEIR
29
29
GEORGETOWN

Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

Anticipated Completion

Spring 2020



Original Contract Amount = $8,087,943.77

Total Change Orders = $503,379.40

Adjusted Contract Price = $8,591,323.17

Expenditures to Date = $8,207,602.92 (96%)

Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)



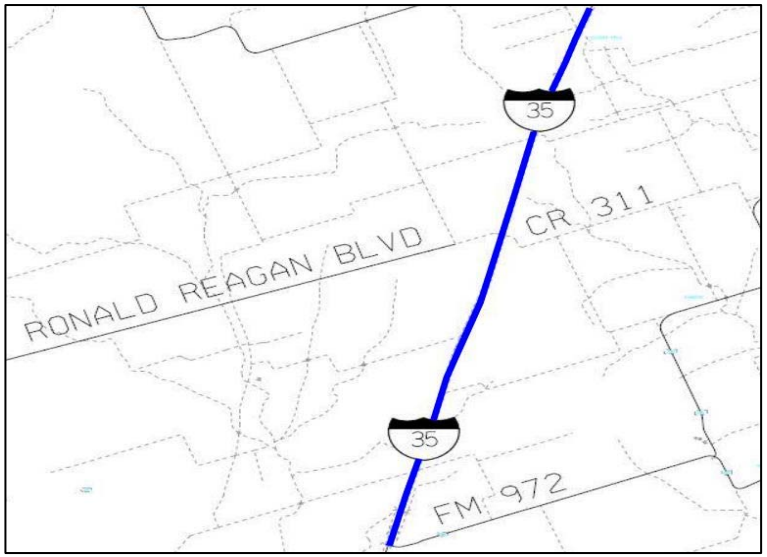
Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)



IH 35 Ramp Reversals and Frontage Road Conversion

Anticipated Completion

Late 2020



Partnership with TxDOT

Original Contract Amount = $13,145,762.51

Construction is managed by TxDOT

IH 35 Ramp Reversals and Frontage Road Conversion



IH 35 Ramp Reversals and Frontage Road Conversion



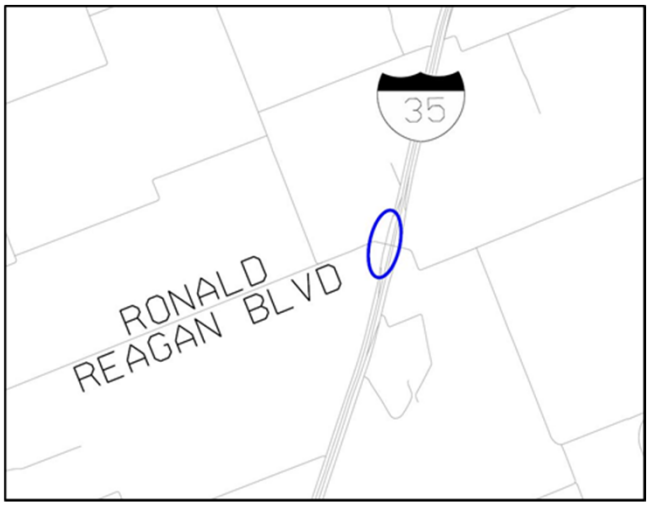
IH 35 Ramp Reversals and Frontage Road Conversion



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Anticipated Completion

Summer 2021



Partnership with TxDOT

Original Contract Amount = $15,048,229.93

Construction is managed by TxDOT

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



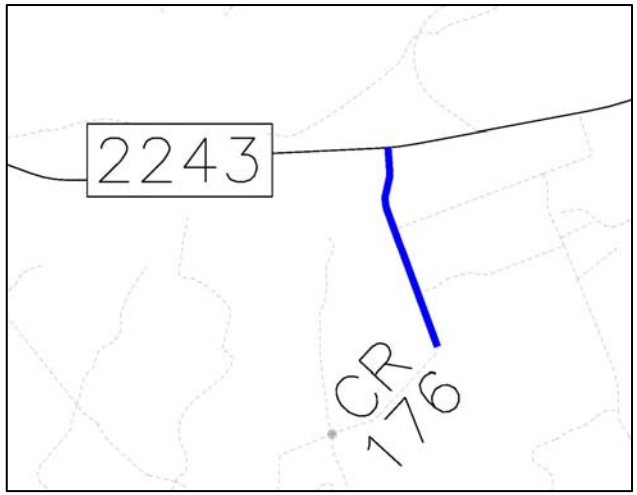
Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



CR 176 at RM 2243
(RM 2243 to Parkside Parkway)

Anticipated Completion

Summer 2020



Original Contract Amount = $2,447,560.00

Total Change Orders = $208,869.67

Adjusted Contract Price = $2,656,429.67

Expenditures to Date = $1,972,684.63 (74%)

CR 176 at RM 2243
(RM 2243 to Parkside Parkway)



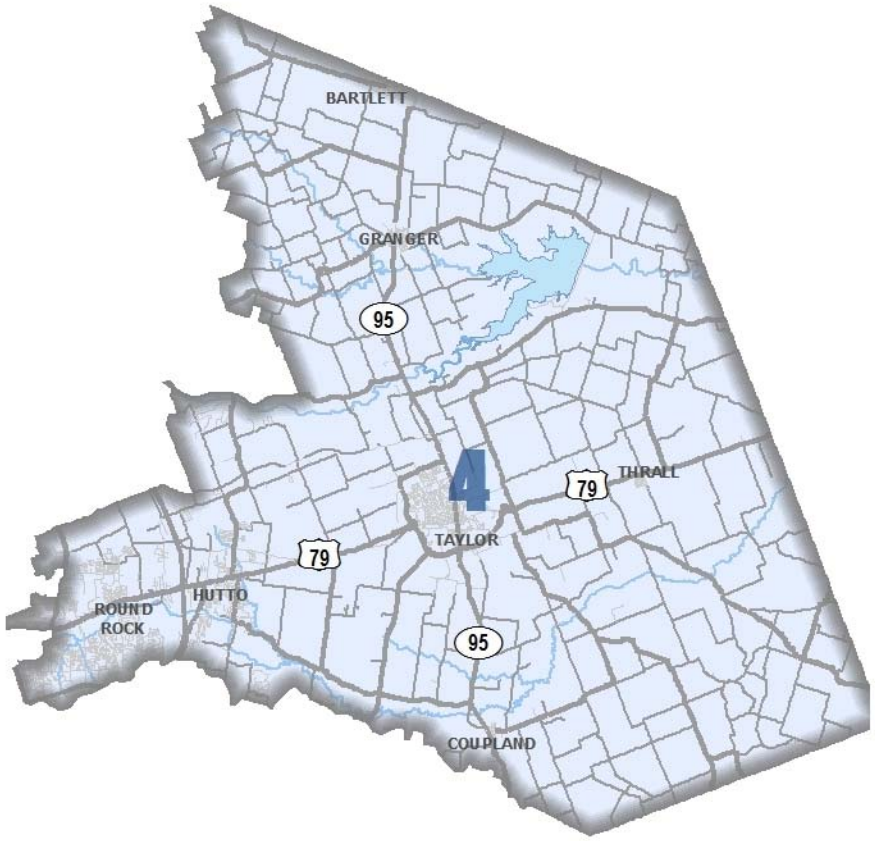
CR 176 at RM 2243
(RM 2243 to Parkside Parkway)



CR 176 at RM 2243
(RM 2243 to Parkside Parkway)



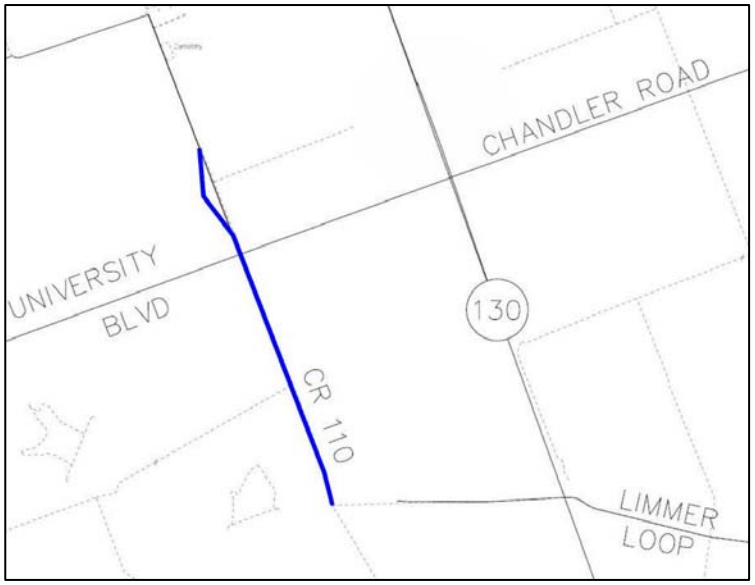
Precinct 4


BARTLETT
GRANGER
95
4
79
THRALL
TAYLOR
79
HUTTO
ROUND ROCK
95
COUPLAND

CR 110 Middle
(Limmer Loop to CR 107)

Anticipated Completion

Fall 2020



Original Contract Amount = $8,910,862.73

Total Change Orders = $98,172.70

Adjusted Contract Price = $9,009,035.70

Expenditures to Date = $5,224,161.32 (58%)

CR 110 Middle
(Limmer Loop to CR 107)



CR 110 Middle
(Limmer Loop to CR 107)



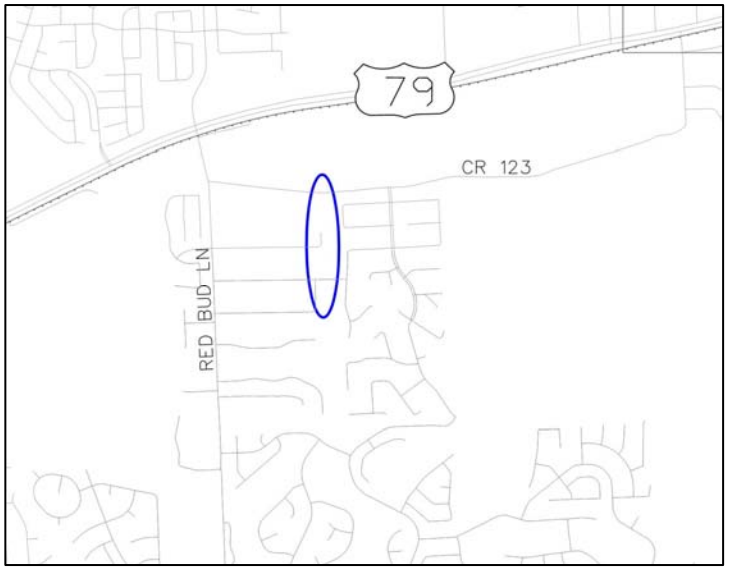
CR 110 Middle
(Limmer Loop to CR 107)



Oak Bluff and Greenfield Drainage Improvements

Anticipated Completion

Early 2021



Partnership with City of Round Rock

Original Contract Amount = $1,770,012.25

Construction is managed by City of Round Rock

Oak Bluff and Greenfield Drainage Improvements



Oak Bluff and Greenfield Drainage Improvements



Oak Bluff and Greenfield Drainage Improvements



Commissioners Court - Regular Session **80.**

Meeting Date: 05/19/2020

3866 Forest North Phase 3 Notice of Intent

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES General Permit (TXR150000) for Forest North Phase 3, a Road Bond program in Commissioner Pct. 1. P: 225 Funding Source: Road Bond

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

3866 Forest North Phase 3 NOI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 10:00 AM
Form Started By: Dawn Haggard		Started On: 05/11/2020 09:21 AM
Final Approval Date: 05/14/2020		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	Forest North Drainage Phase 3
Does the site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	Forest North Phase 3 - Construction of Drainage Improvements Storm Sewer, Regrading Roadside, Channels, Replacement of Culverts
City	Austin
State	TX
ZIP	78729
County	WILLIAMSON
Latitude (N) (##.######)	30.46277
Longitude (W) (-###.######)	-97.7797
Primary SIC Code	1623
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN109377812
What is the name of the Regulated Entity (RE)?	FOREST NORTH DRAINAGE IMPROVEMENTS
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	VARIOUS DRAINAGE PROJECTS IN THE FOREST NORTH SUBDIVISION GENERALLY BOUNDED ON THE SOUTH BY ANDERSON MILL ROAD, THE WEST BY US 183/ POND SPRINGS ROAD, AND THE NORTH BY RR 620/LAKE CREEK PARKWAY
City	AUSTIN
State	TX
ZIP	78729
County	WILLIAMSON
Latitude (N) (##.######)	30.463892
Longitude (W) (-###.######)	-97.77465
Facility NAICS Code	237990

What is the primary business of this entity?	DRAINAGE IMPROVEMENTS

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes
Responsible Authority Contact	
Organization Name	Williamson County
Prefix	
First	Bill
Middle	
Last	Gravell
Suffix	JR
Credentials	
Title	Judge
Responsible Authority Mailing Address	
Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5127449082
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	

E-mail	roads@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	MISS
First	Dawn
Middle	
Last	Haggard
Suffix	
Credentials	
Title	Construction Project Administrator
Enter new address or copy one from list:	CN600897888, Williamson County Responsible Authority

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5127449082
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	dhaggard@hntb.com

CNOI General Characteristics

1	Is the project located on Indian Country Lands?	No
2	Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?	No

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization from EPA Region 6.

3	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at	1623

	the site?	
4	If applicable, what is the Secondary SIC Code(s)?	
5	What is the total number of acres disturbed?	5.8
6	Is the project site part of a larger common plan of development or sale?	No
7	What is the estimated start date of the project?	06/01/2020
8	What is the estimated end date of the project?	01/31/2022
9	Will concrete truck washout be performed at the site?	Yes
10	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	Lake Crek
11	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
12	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
12.1	What is the name of the MS4 Operator?	City of Austin
13	Are any of the surface water bodies receiving discharges from the construction site on the 2016 Texas Integrated Report of Surface Water Quality?	No
14	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
14.1	I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes
15	I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
16	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
17	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **81.**

Meeting Date: 05/19/2020

CAMPO 2010 Travel Demand Model License Agreement

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding CAMPO 2010 Travel Demand Model License Agreement in order to obtain the new 2010/2040 traffic model.

Background

The requested license agreement with CAMPO is required in order to obtain the new 2010/2040 traffic model. The agreement allows the County's consultant, Alliance Transportation Group Inc, to utilize and modify the model as needed for the Williamson County Long-Range Transportation Plan, particularly for the MoKan Corridor Project from Westinghouse Road to SH 45.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAMPO 2010 Travel Demand Model License Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 10:02 AM
Form Started By: Dawn Haggard		Started On: 05/11/2020 11:15 AM
Final Approval Date: 05/14/2020		

The CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
2010 Travel Demand Model
License Agreement

Revised April 8, 2015

Introduction

This License Agreement is entered into this 19th day of May , 2020 by and between the Capital Area Metropolitan Planning Organization (hereinafter referred to as "CAMPO"), a Texas government entity located at 3300 North I-35, Suite 630, Austin, TX, 78705 and Williamson County, (hereinafter referred to as the "LICENSEE"), located at 3151 S.E. Inner Loop Georgetown, TX 78626, and Alliance Transportation Group, Inc., (hereinafter referred to as the "CONSULTANT"), located at 11701 Stonehollow Dr, Ste 100, Austin, TX 78758.

This License Agreement is intended to cover the LICENSEE and the CONSULTANT's use of the CAMPO 2010 Travel Demand Model (TDM) as specified below under the General and User-Specific Conditions.

General Terms and Definitions

CAMPO is the agency responsible for the development of the CAMPO 2010 TDM and as such is the owner of the model and has the authority regarding model application. CAMPO is the only entity that has the authority to distribute copies of the CAMPO 2010 TDM. MODEL PLATFORM is the proprietary software used to develop and apply the CAMPO TDM; this includes **TransCAD 6.0**. CAMPO 2010 TDM refers generally to either the CAMPO ADOPTED/AMENDED 2040 PLAN TDM or a CAMPO DERIVATIVE TDM, as defined below.

The CAMPO ADOPTED/AMENDED 2040 PLAN TDM is the latest version of the CAMPO travel demand model developed for the purpose of supporting the current CAMPO long-range transportation plan. The CAMPO ADOPTED/AMENDED 2040 PLAN TDM was developed to analyze transportation system improvement strategies and system deficiencies in the regional six-county area (Bastrop, Burnet, Caldwell, Hays, Travis, and Williamson Counties) and was validated to 2010 conditions. The CAMPO 2010 TDM is applied using **TransCAD version 6.0 r2 build 9035 64-bit** modeling software. The CAMPO ADOPTED/ AMENDED 2040 PLAN TDM includes the model structure, supporting compiled interface and programs in TransCAD, supporting input files, and all socio-economic data and network data necessary to replicate the Adopted Plan model runs for the years 2010, 2020, and 2040.

A summary of applicable scenarios for use of the CAMPO ADOPTED/AMENDED 2040 PLAN TDM is shown in Exhibit 1; a detailed checklist of required components is shown in Exhibit 2.

CAMPO DERIVATIVE TDM is a model based upon the CAMPO ADOPTED/AMENDED 2040 PLAN TDM, and modified under constraints appropriate to maintain the integrity of the CAMPO ADOPTED/AMENDED 2040 PLAN TDM. A summary of applicable scenarios for use of a CAMPO DERIVATIVE TDM is shown in Exhibit 1; a detailed checklist of required components for Derivative TDM Type A and Derivative TDM Type B is shown in Exhibit

2. Derivative Model Type C is provided to maintain flexibility for CAMPO staff to provide advance approval for other variations of derivative type models outside the constraints of Type A and B, but which in CAMPO staff estimation could still be considered a derivative type model.

NON-CONFORMING MODEL is a term used by CAMPO to refer to all other cases where the CAMPO ADOPTED/AMENDED 2040 PLAN TDM has been modified outside the constraints appropriate to maintain the integrity of the CAMPO ADOPTED/AMENDED 2040 PLAN TDM or the structure outlined below defining acceptable modifications to serve as a CAMPO DERIVATIVE TDM.

The LICENSEE/CONSULTANT intentionally claiming a Non-Conforming Use of CAMPO 2040 TDM as an ADOPTED PLAN TDM or DERIVATIVE TDM or using a CAMPO 2040 TDM for other than the authorized project may have their license immediately terminated and may be denied a new CAMPO 2040 TDM license agreement for up to three years.

CAMPO will maintain a current list of LICENSEE/CONSULTANTs denied a CAMPO 2040 TDM license and will make such list available to the public upon request.

General Conditions for Model Release and Use

The LICENSEE/CONSULTANT agrees to the following conditions:

- The LICENSEE/CONSULTANT is responsible for the purchase and maintenance of TransCAD from the Caliper Corporation.
- The LICENSEE/CONSULTANT agrees to use the latest version of the CAMPO ADOPTED/AMENDED 2040 PLAN TDM provided by CAMPO as a basis for any work.
- The LICENSEE/CONSULTANT agrees to acquire and reference the CAMPO 2040 TDM Documentation, as well as seek out training on the CAMPO 2040 TDM as appropriate.
- The LICENSEE/CONSULTANT will not share or distribute the CAMPO 2040 TDM with or to any other entity without written permission from CAMPO. Other interested parties should be referred directly to CAMPO. The LICENSEE/CONSULTANT that shares or distributes the CAMPO 2040 TDM to any other entity without written permission from CAMPO may have their license immediately terminated and may be denied a new CAMPO 2040 TDM license agreement for up to three years. CAMPO will maintain a current list of LICENSEE/CONSULTANTs denied a CAMPO 2040 TDM and will make such list available to the public upon request.
- Unless expressly specified as being acceptable under the structure summarized in Exhibit 1and conforming to required components in Exhibit 2, any modifications to the CAMPO ADOPTED/AMENDED 2040 PLAN TDM are deemed to revise the model and results such that CAMPO denies the LICENSEE/CONSULTANT the right to refer to, characterize, or label their model application as a CAMPO ADOPTED/AMENDED 2040 PLAN TDM, CAMPO DERIVATIVE TDM, CAMPO ALTERNATIVES ANALYSIS MODEL, or any other reference using the CAMPO name. CAMPO considers any other type of model and results to be a NON-CONFORMING MODEL. The LICENSEE/CONSULTANT intentionally claiming a Non-Conforming Use of CAMPO 2040 TDM as an ADOPTED PLAN TDM or DERIVATIVE TDM or using a CAMPO 2040 TDM for other than the authorized project may have their license immediately terminated and may be denied a new CAMPO TDM license agreement for up to three years. CAMPO will maintain a current list of LICENSEE/CONSULTANTs denied the CAMPO 2040 TDM and will make such list available to the public upon request.
- The LICENSEE/CONSULTANT agrees to notify CAMPO modeling staff BEFORE using or applying the CAMPO 2040 TDM on any new project, study, or effort and to state clearly what type of model will be used, according to the structure below: CAMPO ADOPTED/AMENDED 2040 PLAN TDM, CAMPO DERIVATIVE TDM, or NON-CONFORMING MODEL WITH PERMISSION. If a derivative model, LICENSEE/CONSULTANT agrees to include a description of the type of derivative model approach being used (A, B, or C), as well as a rationale for this choice, describing the modifications to be made to the CAMPO 2040 TDM and why these changes maintain the integrity of the CAMPO 2040 TDM. CAMPO reserves the right to challenge the extent of modifications within each category at any time and to require LICENSEE/CONSULTANT to execute a new license agreement for any project authorized by CAMPO for evaluation. If the LICENSEE/CONSULTANT makes modifications without

express written concurrence from CAMPO that such changes conform to the model structure outlined in Exhibit 1 and Exhibit 2, then the LICENSEE/CONSULTANT bears the responsibility if their model application is later determined to be a NON-CONFORMING MODEL.

- The LICENSEE/CONSULTANT agrees, at the CONCLUSION of using or applying the CAMPO 2040 TDM on any project, study, or effort, to provide CAMPO staff documentation regarding any revisions, assumptions or alternative analyses that were implemented during model application, and, upon CAMPO request, to provide CAMPO all model files necessary to replicate the LICENSEE/CONSULTANT results.
- The LICENSEE/CONSULTANT agrees, if requested, to submit to CAMPO all results of the model application for review and concurrence before releasing the results to any other parties. CAMPO at its discretion may choose to re-run the LICENSEE/CONSULTANT's model application to verify the proper use of the CAMPO 2040 TDM as part of its review and concurrence process.
- The LICENSEE/CONSULTANT agrees that the CAMPO 2040 TDM is being accepted as is and understands that CAMPO makes no guarantees as to the accuracy of the results obtained through use of the CAMPO 2040 TDM.
- The LICENSEE/CONSULTANT to the extent permitted by law shall indemnify and hold harmless CAMPO, its officers, employees, and agents against any and all claims, damages, liability, and court awards, including all costs, expenses, and attorney's fees, incurred as a result of the LICENSEE/CONSULTANT's use of the CAMPO 2040 TDM.

Intent of the Parties

The LICENSEE/CONSULTANT and CAMPO agree that the intent of each party is to refine and improve the accuracy of the CAMPO 2040 TDM and its variations. The LICENSEE/CONSULTANT has the duty to directly notify CAMPO, and only CAMPO, of any discovered anomalies, discrepancies, or bugs in the application of the CAMPO 2040 TDM so that CAMPO might refine and improve the accuracy of the CAMPO 2040 TDM as mutually intended.

CAMPO 2040 TDM Model Sharing Framework

The LICENSEE/CONSULTANT agrees to abide by the CAMPO 2040 TDM Model Sharing Framework as summarized in Exhibit 1 and detailed in Exhibit 2, which are included here and referenced in the General Conditions above.

CAMPO 2040 TDM Model Sharing Support Services

The LICENSEE/CONSULTANT acknowledges the availability of additional CAMPO 2040 TDM Model Sharing Services and Tools related to this Framework, including (some with associated costs):

- CAMPO ADOPTED/AMENDED 2040 PLAN TDM availability through password-protected Web download
- CAMPO 2040 TDM Documentation through password-protected Web download
- CAMPO 2040 TDM User Group Update Notifications for users with current License Agreements
- Training on CAMPO 2040 TDM application
- Technical support and assistance
- Opportunity to discuss proposed model use prior to application
- Model review and approval of results

User-Specific/Project-Specific Conditions for Model Use

Because of the varied needs of LICENSEE/CONSULTANT's for the CAMPO 2040 TDM, the following conditions have been specified to best fit the needs of the LICENSEE/CONSULTANT.

CONDITION 1 OR CONDITION 2 MUST BE SPECIFIED

Check:	**Condition 1 – Project-Specific TDM Application Agreement**
Adopted Plan TDM ☐	Name of Authorized Project: Williamson County Proposed Project Evaluation in MOKAN corridor The License Agreement period for this project shall be no greater than one (1) year from the date in which it was entered into. To run or review only the **Adopted/Amended CAMPO 2040 Plan TDM**, LICENSEE/CONSULTANT agrees to replicate the adopted plan model run, making no changes to any model inputs, parameters, or process.
Condition 1 Applies: ☑ **OR** Derivative TDM Type	To use and present a model as a **CAMPO Derivative TDM Type A or B**, LICENSEE/CONSULTANT agrees to ensure that TDM modifications satisfy the CAMPO 2040 TDM sharing structure as detailed in Exhibit 2 for Derivative TDM Types A and B. Derivative TDM Types A and B are anticipated to be the most common type of CAMPO model application. CAMPO staff is available to review and discuss proposed (or completed) changes to the TDM to ensure conformity as a Derivative TDM Type A or B.
A ☐	To use and present a model as a **Derivative TDM Type C**, LICENSEE/CONSULTANT agrees to (either or both are acceptable options): ☑ Advance Review of Approach – request a review of their proposed TDM approach by CAMPO staff to ensure conformity as a Derivative TDM. CAMPO will provide review support services at an hourly rate.
B ☐	☐ Post-Completion Review of Approach and Results – request a review of their proposed TDM approach by CAMPO staff to ensure conformity as a Derivative TDM. CAMPO will provide review support services at an hourly rate.
C ☑	LICENSEE/CONSULTANT assumes risk associated with any necessary changes to bring their TDM into conformity as a Derivative TDM Type C. **All General Conditions still apply.**

Check if:	**Condition 2 – Open-Ended TDM Application Agreement**
Condition 2 Applies: ☐ Non-Conforming Use of Model Components (one of the following must be checked if Condition 2 Applies) Is Allowed ☐ is Not Allowed ☐	Name of Authorized Project: The License Agreement period for this project shall be no greater than one (1) year from the date in which it was entered into. LICENSEE/CONSULTANT is authorized under this License Agreement to apply the CAMPO 2040 TDM to multiple projects/studies during the term of this license agreement, under the General terms and conditions specified above, as well as any specific conditions as noted below. To use and present a model as a **CAMPO Derivative TDM Type A or B**, LICENSEE/CONSULTANT, at their own risk, agrees to ensure that TDM modifications satisfy the CAMPO 2040 TDM sharing structure as detailed in Exhibit 2 for Derivative TDM Types A and B. CAMPO staff is available to review and discuss the proposed (or completed) changes to the TDM to ensure conformity for applications. Derivative TDM Type C usage is covered only under Condition 1. If the "**Non-Conforming Use of Model Components is Allowed**" box to the left is checked, the LICENSEE/CONSULTANT is authorized under this License Agreement to utilize CAMPO 2040 TDM components as a non-Derivative, Non-conforming Model, with the following restrictions. LICENSEE/CONSULTANT agrees to credit CAMPO for providing the CAMPO 2040 TDM for use using terms such as "starting point", "inputs", and "aspects" from the CAMPO 2040 TDM. To avoid confusion between possible differing results from Non-conforming Models, the LICENSEE/CONSULTANT agrees to clearly and consistently differentiate the Non-conforming Model, and any associated findings and results, from the CAMPO 2040 TDM. This includes not using "CAMPO" in naming or referencing the Non-conforming Model; or citing any findings or results from the model being "from" the CAMPO 2040 TDM or "based on" the CAMPO 2040 TDM; or otherwise implying that the local- or sub-area model is derived from or a derivative of the CAMPO 2040 TDM adopted plan model. The LICENSEE/CONSULTANT intentionally claiming a Non-Conforming Use of CAMPO 2040 TDM as an ADOPTED PLAN TDM or DERIVATIVE TDM or using a CAMPO 2040 TDM for other than the authorized project may have their license immediately terminated and may be denied a new CAMPO 2040 TDM license agreement for up to three years. **All General Conditions still apply.**

Check if:	**Additional Specific Conditions**
Additional Special Conditions Apply: ☑	☐
	☑ Forecasting will utilize the version of the CAMPO model
	☐ licensed to Wilco under the Wilco Long Range Plan.

Signatures

CAMPO

By: _____

Title: _____

LICENSEE

By: _____

Title: _____

CONSULTANT



By: Clint Jumper, P.E.

Title: Vice President

Exhibit 1 CAMPO TDM Model Sharing Framework

Model Types	Applicable Scenarios
CAMPO Adopted/ Amended Plan TDM	The Adopted Plan Model includes Base Year Calibration and Forecast Year Plan Analysis Model Runs and Analysis of Output Directly from These Runs. Potential uses include: • Background Traffic/Distribution for Site -Specific Analysis • Noise and Air Quality Conformity Analysis in Support of Plan User may refer to the model used under these scenarios as: "CAMPO Adopted/ Amended Plan TDM".
CAMPO Derivative TDM (for Alternatives Analysis)	A regional TDM serves as a tool for multiple jurisdictions and entities, both public and private, to examine transportation scenarios and solutions, referred to here as "Alternatives Analysis". Potential applications which maintain the CAMPO TDM integrity while allowing alternatives testing include: • **Type A – Minor Highway/Transit Edits with Static Plan Trip Tables** User may make localized, minor highway and/or transit edits which are not anticipated to have substantial regional impacts to trip distribution or mode choice (as agreed to in advance by CAMPO staff). User will assign static trip tables from the CAMPO Adopted/Amended Plan TDM using CAMPO's assignment algorithm. • **Type B – Localized Demographics Edits and/or Minor Highway/Transit Edits** User may make localized, minor demographic and highway/transit edits which are not anticipated to have substantial regional impacts to trip distribution or mode choice (as agreed to in advance by CAMPO staff). Region-wide control totals must be maintained and user must apply the full CAMPO Model Stream, including Feedback Loop. • **Type C – Other Alternatives Scenarios** With prior discussion and approval by CAMPO modeling staff, the CAMPO TDM may be modified for a particular study purpose and still operate as a Derivative TDM. User may refer to the model used under these scenarios as: "CAMPO Derivative TDM" or "CAMPO Alternatives Analysis Model".
Non-Conforming Models and Uses	Non-conforming Uses of the CAMPO TDM include but are not limited to: • Alteration or Adjustment of TDM Inputs, Settings, or Component Algorithms, including the Application Model Stream • Alteration of TDM Output or Mid-Stream Input/Output Data • Using CAMPO TDM Output as Input to Other Models/Software Platforms • Extraction and Use of Model Components as a Basis for a New TDM, including Local-Area Sub-Models without CAMPO Permission (see below) Unless expressly provided permission as part of a formal license agreement and within the above Derivative or Non-Conforming with Permission Model Type context (see below), user does not have permission to use the CAMPO TDM, reference the CAMPO TDM, or cite any findings or results from the model being from the CAMPO TDM.

Exhibit 1 CAMPO TDM Model Sharing Framework

Model Types	Applicable Scenarios
Local or Sub-area Models (Non-conforming With Permission)	Extraction and Use of TDM Components for a New TDM, including Local- or Sub-Area Models, is not considered Derivative of the CAMPO TDM. However, CAMPO reserves the flexibility to approve use of CAMPO TDM components to facilitate others' planning efforts. In the most common example, CAMPO has a long-standing practice of making the CAMPO TDM available to local partner agencies as a starting point in the development of local- and sub-area models. With prior discussion and approval by CAMPO modeling staff, the CAMPO TDM may be used for this type of purpose. CAMPO should be credited for providing the CAMPO TDM for use using terms such as "starting point", "inputs", and "aspects" from the CAMPO TDM. To avoid confusion between possible differing results from this non-Derivative application, the user does not have permission to cite any findings or results from the model being "from" the CAMPO TDM, "based on" the CAMPO TDM, or otherwise imply that the local- or sub-area model is derived from or a Derivative of the CAMPO TDM adopted plan model. The LICENSEE/CONSULTANT intentionally claiming a Non-Conforming Use of CAMPO TDM as an ADOPTED PLAN TDM or DERIVATIVE TDM or using a CAMPO TDM for other than an authorized project may have their license immediately terminated and may be denied a new CAMPO TDM license agreement for up to three years. Likewise the LICENSEE/CONSULTANT that shares or distributes the CAMPO TDM with or to any other entity without written permission from CAMPO may have their license immediately terminated and may be denied a new CAMPO TDM license agreement for up to three years. CAMPO will maintain a current list of LICENSEE/CONSULTANTs denied a CAMPO TDM and will make such list available to the public upon request.

Exhibit 2 Checklist of CAMPO Shared Model Components

	Plan Model	Derivative Analysis TDMs			Non Conforming
		A	B	C	
Geographic/Attribute Data					
Use Adopted Plan TDM Internal Zonal Demographics	☐	n/a	TBD	TBD	☐
Use Adopted Plan TDM Internal Zone Boundaries and Number	☐	n/a	TBD	TBD	☐
Use Adopted Plan TDM Highway Geography/Attribute Data	☐	Minor	TBD	TBD	☐
Use Adopted Plan TDM Transit Geography/Attribute Data	☐	Minor	TBD	TBD	☐
Use Adopted Plan TDM Highway Speed/Capacity Table	☑	☐	☐	☐	☐
Use Adopted Plan TDM Transit Speed Assumptions	☑	☐	☐	☐	☐
Model Stream Application					
Use "All Stages" with Feedback "On" (all required steps)	☑	☐	TBD	TBD	☐
Use "Single Stages" Application	☐	☐	☐	☐	☐
Trip Generation					
Use Adopted Plan TDM Trip Generation Output Directly	☐	n/a	TBD	TBD	☐
Or, if Making Changes to Stage Inputs:					
Perform All Sub-Models (HH Size, HH Inc, Workers per HH)	☑	n/a	☐	☐	☐
Trip Distribution					
Use Adopted Plan TDM Trip Distribution Output Directly	☐	n/a	TBD	TBD	☐
Or, if Changes Made to Inputs:					
Use Adopted Plan TDM External Through Trip Tables Directly	☐	n/a	TBD	TBD	☐
Perform "Import Person Trips to MTX" Step	☑	n/a	☐	☐	☐
Mode Choice					
Use Adopted Plan TDM Mode Choice Output Directly	☐	n/a	n/a	n/a	☐
Or, if Making Changes to This Stage:					
Skim Highway Network	☐	n/a	n/a	n/a	☐
Skim Transit Route System	☐	n/a	n/a	n/a	☐
Apply Autos per Household Model (if demographics changed)	☐	n/a	☐	☐	☐
Perform Market Segmentation (if transit was edited)	☐	n/a	☐	☐	☐
Use Adopted Plan TDM Mode Choice Inputs/Settings	☐	n/a	☐	☐	☐
Perform Mode Choice using CAMPO 2040 TDM Mode Choice Model	☐	n/a	☐	☐	☐
Trip Tables					
Use Adopted Plan TDM Trip Tables (all modes)	☐	n/a	n/a	n/a	☐
Or Create Applicable Trip Tables	☐	☐	☐	☐	☐
Assignment					
Perform Applicable Assignments (CAMPO TDM Algorithm)	☑	☐	☐	☐	☐

☐ = Step is Required to Conform to CAMPO Model Type "n/a" = Not Applicable

"Minor" = Minor edits, with CAMPO staff reserving the discretion to determine what qualifies
"TBD" = To Be Determined based upon discussion with CAMPO staff
NOTE: Any use of the CAMPO model which does not fit into the above usage type structure shall be considered a "Non-Conforming or Divergent Use"; see License Agreement for limitations.

Commissioners Court - Regular Session **82.**

Meeting Date: 05/19/2020

CR 111 (FM1460-SH130) Steger Bizzell 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 CR 111 (FM 1460 to SH 130) contract between Williamson County and Steger Bizzell relating to the 2013 Road Bond Program. Project: P249. Funder Source: Road Bonds.

Background

This contract amendment updates the Exhibit D Rate Schedule. The current rates in the contract were approved in March 2015. This amendment increased the rate categories to 2019-2020 rates.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR111-StegerBizzell-ContractAmendment1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/14/2020 11:43 AM
Form Started By: Marie Walters		Started On: 05/14/2020 11:30 AM
Final Approval Date: 05/14/2020		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR111 (From FM 1460 to SH 130) ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Steger Bizzell (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 March 30, 2015 (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 Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

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

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

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

ENGINEER:

By: _____
Signature

Bryan E. Moore
Printed Name

Principal
Title

05/13/2020
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

05/13/2020

STEGER BIZZELL

Exhibit "D"

Rate Schedule

(All Rates Per Hour)

Engineer (Principal)	$242.00
Senior Engineer	$203.00
Engineer (P.E.)	$167.00
Project Manager	$224.00
Engineer in Training (EIT)	$138.00
Graduate Engineer	$133.00
Senior Technician	$133.00
GIS Technician	$109.00
Design Technician	$109.00
CADD Technician/ Draftsman	$104.00
Survey Technician/ Draftsman	$104.00
Registered Surveyor	$139.00
Surveyor in Training (SIT)	$109.00
1 Man Survey	$151.00
2 Man Survey Party	$166.00
3 Man Survey Party	$182.00
Field Inspector	$ 94.00
Clerical	$ 75.00
Student Technician	$ 34.00

ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
PHONE 512.930.9412
FAX 512.930.9416
WEB STEGERBIZZELL.COM
TEXAS REGISTERED ENGINEERING FIRM F-181
SERVICES >> ENGINEERS >> PLANNERS >> SURVEYORS

Commissioners Court - Regular Session **83.**

Meeting Date: 05/19/2020

Agenda Access

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Commissioners Court meeting schedule and agenda access.

Background

Commissioners Court staff have routinely placed agenda items on Commissioners Court meeting dates several weeks in advance for planning and organizational purposes. AgendaQuick previously allowed access to advanced dates, but currently only the next meeting date is available for staff to complete an agenda item.

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	05/14/2020 11:21 AM
Form Started By: Kathy Pierce		Started On: 05/14/2020 10:49 AM
Final Approval Date: 05/14/2020		

Commissioners Court - Regular Session **84.**

Meeting Date: 05/19/2020

Court Cancellation

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on canceling Commissioners Court on May 26th and July 7th, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	05/07/2020 10:28 AM
Form Started By: Andrea Schiele		Started On: 05/07/2020 10:15 AM
Final Approval Date: 05/07/2020		

Meeting Date: 05/19/2020

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	05/14/2020 10:58 AM
Form Started By: Charlie Crossfield		Started On: 05/14/2020 10:54 AM
Final Approval Date: 05/14/2020		

Commissioners Court - Regular Session **86.**

Meeting Date: 05/19/2020

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	05/14/2020 10:58 AM

Form Started By: Charlie Crossfield Started On: 05/14/2020 10:55 AM

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