

AGENDA ITEM 29

Discuss and take appropriate action on jail/courthouse annex expansion.

Ed Lee gave a report on the progress of the jail expansion project. He said that there was a meeting yesterday with the Sheriff's staff concerning the control room redesign and security. He stated that he believes that everything has been resolved to everyone's satisfaction.

He stated that the permits have all been approved and released by the City of Georgetown for the parking garage. He said that there are still some excavation issues at the parking garage site, but that they are starting to pour the concrete today.

He stated that the design has been finalized for the courts project, and that they are in the process of finalizing the bid documents for a June bid, and that most of the Landmark contract issues have been settled. He said that there are several solutions for the library, including the possibility of finishing out part of the attic for a possible location there.

He said that most of the utility relocation is complete, but there is an issue with one of the manholes. The angle of a line on the as-built drawings did not match the actual angle of the existing line, which will require the addition of another manhole.

Mr. Lee stated that the City will require a temporary exit that would go through the District Clerk's office during the courts addition phase, as directed by the Fire Marshall.

AGENDA ITEM 30

Discuss and consider setting date to advertise and open bids for tearing down the building on the Hewlett property.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To authorize advertising and to set date to open bids for tearing down the building on the Hewlett property for May 28, 2002 at 2:00 p.m. in the County Auditor's office.

Vote: **5 - 0**

AGENDA ITEM 31

Consider approving agreement with Hy-Land North Joint Venture to install landscaping in the right-of-way of Sendero Springs Drive.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve agreement with Hy-Land North Joint Venture to install landscaping in the right-of-way of Sendero Springs Drive, subject to final approval by the County Engineer.

Vote: **5 - 0**

< Attachment >



Highland Resources, Inc.
Real Property Division
Central Texas Properties

April 16, 2002

The Honorable Commissioner David Hays
1900 Georgetown Inner Loop
Georgetown, TX 78626

RE: License Agreement

Dear Commissioner Hays,

Please find enclosed an executed License Agreement for landscaping to be placed in the right-of-way of Sendero Springs Drive. Hy-Land North Joint Venture requests approval by the Commissioner's Court.

The Agreement is a Williamson County form. Please advise of any changes you wish to make, and the date for review by the Commissioner's Court.

Thank you for your help.

Respectfully,

HY-LAND NORTH JOINT VENTURE

David Bodenman
Vice-President

enclosure

LICENSE AGREEMENT

THE COUNTY OF WILLIAMSON, a political subdivision of the State of Texas ("Licensor") and, HY-LAND NORTH JOINT VENTURE, a Texas joint venture into this License Agreement ("Agreement") on this the 30th day of April, 2002, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

The Licensor grants to Licensee, its successors and assigns, permission to use the licensed property for the following purposes only:

To allow the installation, construction, maintenance, repair and replacement of landscaping, lighting, fencing, irrigation, entry and retaining walls and tree wells, street and traffic signs, mailbox kiosks, headwalls, bridge parapets, trails, sidewalks, entry house, enhanced pavement, cart paths, and signage into, onto, over and below all of the real property dedicated to the County within the property described in Exhibit "A", attached hereto and incorporated herein (said County property hereinafter referred to as the "Property").

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with all applicable County, City, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II. ANNUAL FEE

The Licensor, its governing body, and its respective successors and assigns, agree that no annual fee shall be assessed for the license and permission herein granted to Licensee.

III. LICENSOR'S RIGHTS TO LICENSED PROPERTY

Notwithstanding any provision in this Agreement to the contrary, the Licensor retains the right to enter upon the Property, at any time and without notice, assuming no obligation to Licensee, to remove any of the licensed improvements thereof whenever such removal is deemed necessary for: (a) exercising the Licensor's rights or duties with respect to the Property; (b) protecting persons or property; or (c) the public health or safety with respect to the property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial liability insurance policy, written by a company acceptable to the Licensor and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand dollars and No/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically cover all perils arising from the activities of Licensee, its officers, elected officials, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for all deductibles stated in the policy.

A true copy of each instrument affecting such coverage shall be delivered to the Licensor on or before the date Licensee begins construction of Licensee's improvements contemplated in this Agreement.

So long as Licensee is using the Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the Licensor has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

Licensee shall indemnify and hold harmless the Licensor and its elected officials, officers, agents and employees against all claims, suits, demands, judgments and expenses, including attorney's fees, or other liability for personal injury, death or damage to any person or property which is proximately caused by Licensee's action or inactions in its utilization of the Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the Licensor shall have been, or is entitled to be compensated by insurance provided under Article IV above, or (ii) which are proximately caused by the negligent or willful acts of the Licensor, its agents, employees or contractors; provided, however, that for the purposes of the foregoing, the Licensor's act of entering into this Agreement shall not be deemed to be a negligent or willful act."

VI. CONDITIONS

- A. Licensee's Responsibilities. Licensee will be responsible for any damage to or relocation of facilities on the Property. Further, Licensee shall reimburse the Licensor for all costs of replacing or repairing any property of the Licensor or of others which was damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.
- B. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced shall be at Licensee's expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.
- C. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the Licensor shall give Licensee written notice thereof by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not satisfactorily remedy the same within the 30-day period, the Licensor may perform the work or contract for the completion of the work. Licensee agrees to pay, within thirty (30) days of written demand by the Licensor, all costs and expenses incurred by the Licensor in completing the work.

VII. COMMENCEMENT, TERMINATION BY ABANDONMENT

This Agreement shall begin with the date set forth in the introductory paragraph of this Agreement, and continue thereafter for so long as the Property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days' written notice to the Licensee if such abandonment has not been remedied by Licensee within such period; the Licensor shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter on the Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the Licensor as of the time abandoned.

VIII. TERMINATION

- A. Termination by Licensor. This Agreement may be revoked at any time by resolution of the Licensor if such revocation is reasonably required by the public interest (as hereinafter set forth), after providing thirty (30) days' written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the Licensor and deemed to be in the public interest if:

1. the licensed improvements, or a portion of them, interfere with the Licensor's use of the Property.
2. the licensed improvements, or a portion of them, constitute a danger to the public which the Licensor deems not to be remediable by alteration or maintenance of such improvements.
3. despite thirty (30) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
4. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

If Licensee abandons or fails to maintain the Property, and the Licensor receives no substantive response within thirty (30) days following written notification to Licensee, then the Licensor may remove and/or replace all licensed improvements.

IX. APPLICATION OF LAW

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible consistent with the intent of the parties as evidenced by this Agreement.

X. VENUE

Venue for all lawsuits concerning this Agreement will be in Williamson County, Texas.

XI. COVENANT RUNNING WITH LAND: WAIVER OF DEFAULT

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successor and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

XI. ASSIGNMENT

Licensee may assign, sublet or transfer its interest in this Agreement without the written consent of the Licensor, subject to the assignee's compliance with the insurance and requirements set forth herein. Licensee shall furnish to the Licensor a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person. Assignee shall comply fully with all terms and conditions of this License.

XII. NOTICES

All notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands, and requests hereunder shall be address:

To Licensee at:

HyLand North Joint Venture
211 East 7th St., Ste. #709
Austin, TX 78701-3218

And to Licensor at:

County Judge
Williamson County Courthouse
710 No. Main St.
Georgetown, TX 78626

Or to such other addresses which either party may so designate by sending notice as aforesaid.

TERMS AND CONDITIONS ACCEPTED, this the 30 day of April, 2002.

WILLIAMSON COUNTY

HY-LAND NORTH JOINT VENTURE,
By: HRI Development Corporation, General

Partner

John C. Doerfler 4-30-02
By: John Doerfler
County Judge

David Bodenman
David Bodenman - Vice President

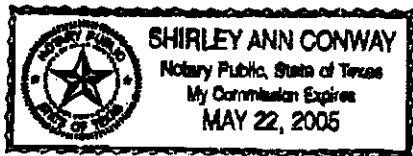
By: Brushy Creek Development Corporation,
General Partner

David Bodenman
David Bodenman - Vice President

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 17th day of April, 2002, by David Bodenman, as Vice President of HRI Development Corporation, a Texas corporation, as General Partner of Hy-Land North Joint Venture, a Texas joint venture on behalf of said corporation and joint venture.

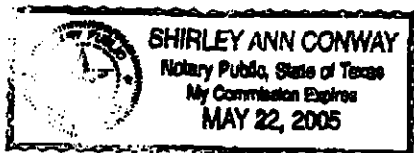


Shirley Ann Conway
Shirley Ann Conway
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS

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Shirley Ann Conway
Shirley Ann Conway
Notary Public, State of Texas

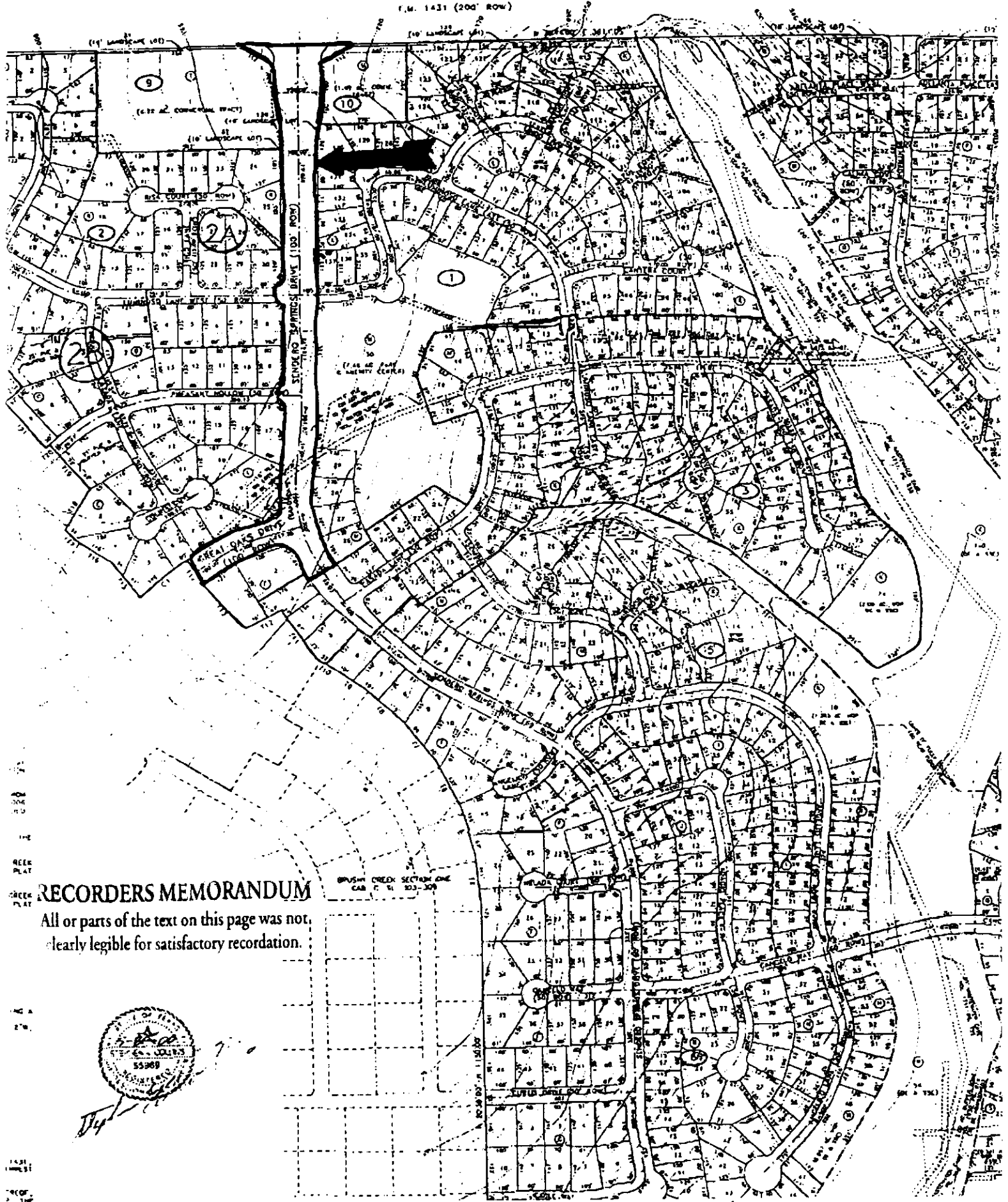
PRELIMINARY PLAT OF SENDERO SPRINGS

STONE ON A LIXED ROCK SECTION: AVERAGED
CAB. N. B. 34-35

DATE _____
SUNING _____
VOLUME _____

EXHIBIT "A"

1. 1431 (200' ROW)



RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.



PAGE 8/8

APR-23-02 10:37;

512 930 3335;

SENT BY: WILLIAMSON COUNTY;

AGENDA ITEM 32

Discuss and take appropriate action on appointments to the park committee.

The first meeting of the park committee will be on Monday, May 6th at 7:00 p.m. in Judge Staudt's courtroom at the Cedar Park Annex.

No action was taken on this agenda item.

AGENDA ITEM 33

Hear update from Land Strategies on Williamson County Regional Park.

Paul Linehan reported on the test well status for the regional park. He stated that there are no conclusive results on the quality of the water from the test well. Mr. Linehan stated that the Round Rock City Council unanimously approved 250,000 gallons per day for the park from their domestic water supply and 52 LUEs from their LUE commitment. He still needs to finalize a pass-through agreement with Williamson County MUD #9.

< Attachment >

**THORNHILL GROUP, INC.**

Professional Hydrogeologists • Water Resources Specialists

MEMORANDUM

TO: Paul Linehan
FROM: Mike Thornhill
DATE: April 30, 2002
SUBJECT: Williamson County Test Well Status

I spoke with Annette Todd yesterday and reported the following to her. As you and I discussed, we have not been able to pump the well continuously due to pump and motor failure. A new pump motor and generator have been installed and the well is pumping satisfactorily now.

Although we haven't been able to pump as much water as we had hoped so far, the quality of the water continues to improve slowly. Because we do not know how much of the poor quality water leaked into the target zone, we cannot predict presently how much longer we will need to pump. We will continue to pump the well and check it twice a day. As of today the specific conductance has declined from approximately 10,000 umhos to 8,790 umhos.

The test well is capable of producing between 30 and 50 gallons per minute however, it is possible that upon final completion, and with additional development, the well could produce more.

We will continue to update you. If you have any questions please call.

AGENDA ITEM 34

Consider approving professional services agreement with P.B.S.&J. for surveying the continuation of the Brushy Creek Regional Trail.

Commissioner Heiligenstein noted that the funding for the agreement would come from the existing budget for the trail system.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve a professional services agreement with P.B.S.&J. for surveying the continuation of the Brushy Creek Regional Trail.

Vote: 4 – 0. **Commissioner Boatright was absent from the dais.**

< Attachment >

Contract No. Brushy Creek Reg. Park Phase B**Checklist****Prior to Initiation of Work**

- ☐ Signed and Executed Agreement
- ☐ Scope of Services – Appendix A
 - ☐ Exhibit A – Services to be provided by County
 - ☐ Exhibit B – Services to be provided by Engineer
 - ☐ Exhibit C – Work Schedule
 - ☐ Exhibit D – Fee Schedule
- ☐ Production Schedule – Exhibit IV
- ☐ Hourly Rates of Engineer – Exhibit II
- ☐ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Engineer by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: _____
- ☐ Contractors Qualification Statement – Appendix B
- ☐ Insurance
 - ☐ Worker's Compensation
 - ☐ Commercial General Liability Insurance
 - ☐ Automobile Liability Insurance
 - ☐ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

- ☐ Original Engineering Work Product submittal
 - ☐ "Completed" Engineering Work Product
 - ☐ "Accepted" Engineering Work Product
 - ☐ Modifications and/or Changes for Approval of Engineering Work Product
 - ☐ "Approved" Engineering Work Product
 - ☐ Revisions to Work Product
 - ☐ Seal of Endorsement on all Engineering Work Product
 - ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County
-

Contract No. _____

Notices (as applicable)

- ☐ Notice of Suspension
- ☐ Notice of Reinstatement
- ☐ Notice of Termination
- ☐ Notice of Staffing Changes
- ☐ Written Report of Accident

Documentation for Payment

- ☐ Internal Revenue Form W-9
- ☐ Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - Proof of prior payment by Engineer of Reimbursables

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

This Agreement is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and PBS&J (*the "Engineer"*).

WHEREAS, *County* proposes to construct a hike and bike trail;

WHEREAS, *County* desires to obtain professional services for surveying services related to the design and construction of the Brushy Creek Regional Parks System Conservation Corridor Phase 1B (*the "Project"*);

WHEREAS, *Engineer* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, *County* and *Engineer* agree to the performance of the professional services by *Engineer* and the payment for these services by *County* as set forth herein.

**Section I
Employment of the Engineer**

County agrees to employ *Engineer* and *Engineer* agrees to perform professional engineering services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (*individually or collectively the "County Judge"*). The *County Judge* shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

**Section II
Basic Services of the Engineer**

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Judge*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional 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 *Engineer's* services.
- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Engineer** 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 **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic 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 Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:
 - i) The 1998 reprint of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways
 - ii) The September 31, 1998, Federal Highway Administration (FHWA) Mandate from the National Cooperative Highway Research Program (NCHRP), Report 350
 - b. Texas Department of Transportation Construction Manual
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
 - j. National Electrical Code (most current version)
 - k. Williamson County Bond Program Standard Procedures Manual
 - l. TxDOT Bridge Division Foundation Manual
 3. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 4. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III Fee schedule

- A. For and in consideration of the performance by **Engineer** of the work described in the Scope of Services, **County** shall pay and **Engineer** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **Engineer** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services **Engineer** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of **Engineer's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **Engineer**.

Section IV Period of Service

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
 - B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within 45 calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
 - C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
 - D. **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 sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services
-

hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party, and **County** may terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following receipt. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that One Hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
-

- B. **Engineer** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the **County Judge** in substantially the form of Attachment A to Exhibit I.
- C. **Engineer** shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that **Engineer** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. **Engineer** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Engineer's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Engineer** shall cooperate and coordinate with **County's** staff, and other engineers and contractors as reasonable and necessary and as required by the **County Judge**.

Section VI Review of Work Product

- A. **Engineer's** engineering work product will be reviewed by **County** under its applicable technical requirements and procedures.
 - B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by **Engineer** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering 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 engineering work products in compliance with the requirements of this Agreement. . The completeness of any engineering work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Engineer** in writing within such 30-day period if such work product has been found to be incomplete.
 - C. If the submission is complete, **County** shall notify **Engineer** and **County's** technical review process will begin.
 - D. If the submission is incomplete, **County** shall notify **Engineer**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
 - E. **County** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to **Engineer**, 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 Judge's** opinion substantial compliance with the requirements of this Agreement has been achieved.
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- F. After acceptance, **Engineer** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the **County Judge**. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, **Engineer** shall without additional compensation perform any work required as a result of **Engineer's** development of the products 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 approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Engineer's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** 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.

Section VII Revision to Work Product

Engineer shall make without expense to **County** such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of **County**, but after the approval of the work product any revisions, additions, or other modifications made at **County's** request which involve extra services and expenses to **Engineer** shall entitle **Engineer** to additional compensation for such extra services and expenses, provided however, that **Engineer** agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the **Engineer's** development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by **Engineer** to revise the plans in order to make the **Project** constructable, **Engineer** shall do so without additional compensation. In the event of any dispute over the classification of **Engineer's** services as Basic or Additional Services under this Agreement, the decision of the **County Judge** 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.

Section VIII Engineer's Responsibility and Liability

- A. **Engineer** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Engineer** shall inform **County** of such event within five working days.
- B. **Engineer** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County Judge** regarding county permitting or similar requirements properly waivable by the **County Judge**.

- C. Acceptance and approval of the final plans by **County** shall not release **Engineer** of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by **County** shall be an assumption of responsibility or liability by **County** for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by **Engineer**.
 - D. **Engineer** shall indemnify, protect, and save harmless **County**, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, reasonable attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of **Engineer** or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, **Engineer** shall not be responsible for the negligence of any other party, other than its subcontractors.
 - E. **Engineer's** opinions of probable **Project** cost or construction cost represent **Engineer's** professional judgment as a design professional familiar with the construction industry, but **Engineer** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from **Engineer's** opinions of probable cost.
 - F. **Engineer** shall perform all services and responsibilities required of **Engineer** under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
 - G. **Engineer** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that **Engineer** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of **County**, to perform the services when and as required and without delays. It is understood that **County** will approve assignment and release of all key **Engineer** and professional personnel.
 - H. 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 opinion of **County** is incompetent or whose conduct becomes detrimental to the work or coordination with **County**, shall upon **County's** and/or **County Judge's** request be immediately removed from association with the **Project**.
 - I. **Engineer** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
 - J. **Engineer** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to **County**, as required by law.
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- K. **Engineer** is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of **Engineer** shall be classified as an employee of **County**.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by **Engineer** are the property of **County** and upon completion of the work or termination of this Agreement or as otherwise instructed by **County** and/or **County Judge**, shall be delivered to **County** in an organized fashion with **Engineer** retaining a copy.
- B. Any reuse by **Engineer** of any such documents described in subsection A above, without the specific written consent of **County** shall be at **Engineer's** sole risk and without liability or legal exposure to **County**. Should **Engineer** be terminated, **Engineer** shall not be liable for **County's** use of partially completed designs, plans, or specifications on this **Project** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by **Engineer**, or Surveyor, as applicable, as specified by professional standards.
- C. **Engineer** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and **County's** respective engineers and contractors, without the specific written consent of **Engineer**. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. **Engineer** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the **Project**, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. **Engineer** further agrees that **County** or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Engineer**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Engineer** 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.
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- C. **Engineer** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.
- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

- A. **Severability.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **Venue.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the 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. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer's** firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for **Engineer**) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
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- (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ENGINEER: PBS&J
206 Wild Basin Road, Suite 300
Austin, Texas 78746
Attn: Mr. Keith Jackson, P.E., Vice President

COUNTY: Honorable Judge John C. Doerfler (or successor)
Williamson County
710 Main Street
Suite 201
Georgetown, Texas 78627

with copy to: Honorable Gene Taylor (or successor)
Williamson County Attorney
710 Main Street
Suite 201
Georgetown, Texas 78627
Attn: File No.

- F. **Insurance Requirements.** **Engineer** agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent **County** becomes aware that **Engineer** is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, **Engineer** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, **County** shall not have an affirmative duty to determine if **Engineer** is delinquent in the payment of property taxes.
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- H. ***Successors and Assigns.*** This Agreement shall be binding upon and inure to the benefit of ***County*** and ***Engineer*** and their respective successors, executors, administrators, and assigns. Neither ***County*** nor ***Engineer*** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. ***Taxpayer Identification.*** ***Engineer*** shall provide to ***County Judge*** upon submittal of ***Engineer's*** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. ***Compliance with Laws.*** ***Engineer*** 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, the ***Engineer*** shall furnish the ***County*** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. ***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 Agreement, 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 Agreement.
- M. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between ***County*** and ***Engineer*** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both ***County*** and ***Engineer***. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- N. ***Captions Not a Part Hereof.*** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
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- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a Florida Corporation, duly authorized to transact and do business in the State of Texas.
- Q. ***Acknowledgement.*** As a duly authorized representative of ***Engineer***, I acknowledge by my signature below that I have read and understand the above paragraphs and that ***Engineer*** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. ***Definition of Engineer.*** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

EXECUTED this ____ day of _____, 2002.

THE ENGINEER:

BY: 

Printed Name: Keith Jackson, P.E.

Title: Vice President

WILLIAMSON COUNTY:

BY:  4-30-02

Williamson County Judge

Reviewed as to Form By: _____

County Attorney

Funds Verified By: _____

County Auditor

EXHIBIT I**COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 21,245.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 - WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. 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, 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 Agreement. The executed Work Authorizations shall become part of this Agreement.
 - 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion 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
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the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$ 21,245.00, 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*.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Engineer* shall provide *County Judge* 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.
- 5.2 All invoices submitted to *County Judge* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Engineer*.

ATTACHMENT A

WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and PBS&J (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Topographic and tree survey for 60 foot wide strip adjacent to Hairy Man Road (County Road 174).

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$21,245.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2002, unless extended by a Supplemental Work Authorization.

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

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:

PBS&J

By: 

Signature

Keith Jackson, P.E.

Printed Name

Vice President

Title

April 29, 2002

Date

COUNTY:

Williamson County, Texas

By: 

Signature

John C. Doerflinger

Printed Name

County Judge

Title

4-30-02

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II
HOURLY RATES

Classification	Hourly Rate
Principal	\$150.00
Project Manager	\$130.00
Sr Transportation Engineer	\$130.00
Sr Engineer	\$100.00
Design Engineer	\$85.00
Engineer	\$70.00
Sr Scientist/Sr Env Plnr	\$100.00
Scientist II/Env Plnr II	\$85.00
Scientist/Env Plnr	\$70.00
RPLS	\$95.00
Party Chief	\$55.00
3 Man Crew	\$125.00
CADD Designer/Operator	\$80.00
Clerical	\$60.00

EXHIBIT III**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the work described in the Basic Scope of Services of the Agreement.
 2. For the performance of work not described in the Basic Scope of Services of the Agreement, ***County*** shall pay and ***Engineer*** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
 3. The performance of any additional services must be authorized in writing in advance by the ***County Judge***.
 4. In the event of any dispute over the classification of ***Engineer's*** services as either basic or additional services, the decision of the ***County Judge*** shall be final and binding.
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EXHIBIT IV**PRODUCTION SCHEDULE**

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Engineer* shall not be included within the days allowed for completion.

EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for **Engineer** to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, **Engineer** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination **Engineer** shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to **County** as a pre-condition to final payment.
3. Upon the above conditions being met, **County** shall pay **Engineer** for approved services actually performed under this Agreement, less previous payments.
4. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.

Procedures for **Engineer** to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, **Engineer** shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to **County**, but shall be retained by **Engineer** unless requested by **County**.
2. During the period of suspension, **Engineer** may submit the above-referenced statement to **County** for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for **Engineer** to follow upon exercise of right to terminate for substantial failure of **County** to perform:

1. In the event that **Engineer** exercises such right to terminate, within thirty (30) days after receipt by **County** of **Engineer's** Notice of Termination, **Engineer** shall submit a statement
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detailing the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to **County** as a pre-condition to final payment. Upon the above conditions being met, **County** shall pay **Engineer** for approved services actually performed under this Agreement, less previous payments.
 3. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.
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EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** 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. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
 - E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will
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be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII**INSURANCE REQUIREMENTS**

During the life of this Agreement, *Engineer* 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 per occurrence and \$2,000,000 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 \$1,000,000 per occurrence and \$1,000,000 in the aggregate. *Engineer* 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 \$1,000,000.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by *County*. *Engineer* 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. Approval of the insurance by *County* shall not relieve or decrease the liability of *Engineer* 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. *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. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) 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 the *County Judge*, and agreed to and hereby acknowledged by the *Engineer*, that no provision of this Professional Services Agreement shall be construed to require the *County* or the *County Judge* 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 Exhibit 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.

APPENDIX A**SCOPE OF SERVICES**

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

Brushy Creek Regional Parks System Phase 1B**Contract No. XX****Limits: Great Oaks Trail to Bridge Crossing at Sauls Tract****WA#1****Williamson County****PROJECT DESCRIPTION: Topographic surveying and tree locations for 60-foot wide strip adjacent to Hairy Mann Road (County Road 174)****EXHIBIT A****Services to be provided by Williamson County****Williamson County will furnish to the Engineer the following items/information:**

1. County will provide right entry to any and all properties required to complete the work.

Brushy Creek Regional Parks System Phase 1B**Contract No. XX****Limits: Great Oaks Trail to Bridge Crossing at Sauls Tract****WA#1****Williamson County****PROJECT DESCRIPTION: Topographic surveying and tree locations for 60-foot wide strip adjacent to Hairy Mann Road (County Road 174)****EXHIBIT B****Services to be provided by the Engineer**

The **Engineer** shall provide the following surveying services for Work Authorization No1.

TOPOGRAPHIC SURVEYING AND TREE LOCATIONS – PBS&J

The following is a detailed description of the Scope of Services and Fee for the Surveying services that will be provided.

ITEMS:

1. Locate and tag all trees 6" in diameter and above within the 60-ft. wide strip adjacent to Hairy Man Road (County Road 174). In order to propose on this part of the project, we assume no more than 500 trees will require survey.
2. Topographic survey on 7,100 linear feet of a 60-foot wide strip adjacent to County Road 174 from Great Oaks Trail to the bridge crossing Brushy Creek on Clarence Sauls property. All visible utilities and pertinent landscape features will be located. No additional investigation, coordination, or attempt to accurately locate all utilities, will be performed for PBS& Survey for this Project. The 60-foot strip will cross Hairy Man Road from the south to the north at the place depicted on that map known as "BRUSHY CREEK REGIONAL PARKS SYSTEM & CONSERVATION COORIDOR PHASE 1B – EXIHIBIT 'A' " as prepared by Hall/Bargainer, Inc.
3. In order for PBS&J, we assume that Williamson County or its representative will obtain right of entry to any and all properties requiring such.

These items will be provided by PBS&J Survey and will be delivered in only an AutoCAD format to Hall/Bargainer, Inc. The Survey will be delivered no later than 45 days (rain days excluded) after notice to proceed.

EXHIBIT D
Fee Summary

Brushy Creek Regional Parks System Phase 1B
Great Oaks Trail to Bridge Crossing at Sauls Tract
Work Authorization No. 1

LABOR

Classification	Hours	Hourly Rate	Labor
Principal	10	\$120.00	\$1,200.00
Project Manager	25	\$95.00	\$2,327.50
Sr Transportation Engineer	0	\$130.00	\$0.00
Sr Engineer	0	\$100.00	\$0.00
Design Engineer	0	\$85.00	\$0.00
Engineer	0	\$70.00	\$0.00
Sr Scientist/Sr EnvPlnr	0	\$100.00	\$0.00
Scientist II/Env Plnr II	0	\$85.00	\$0.00
Scientist/Env Plnr	0	\$70.00	\$0.00
RPLS	5	\$85.00	\$382.50
2 Man Crew	5	\$95.00	\$475.00
3 Man Crew	114	\$120.00	\$13,680.00
CADD Designer/Operator	42	\$80.00	\$3,360.00
Clerical	0	\$60.00	\$0.00
Total Labor	200		\$21,425.00
PBS&J Expenses			\$0.00
PBS&J Total Fee			\$21,425.00
Project Total Fee			\$21,425.00

04/30/2002

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EXHIBIT D
PBS&J Man-Hours
Brushy Creek Regional Parks System Phase 1B
Great Oaks Trail to Bridge Crossing at Sauls Tract
Work Authorization No. 1

[illegible]

AGENDA ITEM 35

Consider approving additional services proposal for Land Strategies for Williamson County Regional Park.

No action was taken on this agenda item, which will be added to the May 7, 2002 agenda.

AGENDA ITEM 36

Consider approving additional services proposal for Horizon Environmental for Williamson County Regional Park.

No action was taken on this agenda item, which will be added to the May 7, 2002 agenda.

AGENDA ITEM 37

Consider approving additional services proposal for Raba-Kistner for Williamson County Regional Park.

No action was taken on this agenda item, which will be added to the May 7, 2002 agenda.

AGENDA ITEM 38

Discuss and take appropriate action on variance to one-acre tract to be purchased by Brazos Electric Power Cooperative, Inc.

No action was taken on this agenda item.

AGENDA ITEM 39

Discuss and take appropriate action on financial participation in Visionary Project.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To table this item until the May 7, 2002 meeting.

Vote: **5 - 0**

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To inform the visioning committee that, after failing to reach a consensus, Williamson County is not interested in participating in the visioning process and that we respectfully request to be omitted from any plan and any visioning that includes Williamson County.

Vote: **2 – 3. Judge Doerfler, Commissioner Boatright and Commissioner Hays voted against the motion.**

AGENDA ITEM 40

Consider drawing members for the Grievance Committee.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To contact the following people to ask if they will serve on the Salary Grievance Committee:

Brad Curlee, Round Rock

Bill Jones, Georgetown

Mary Lou Pate, Georgetown

Paul Hatfield, Georgetown

Tom Crawford, Georgetown

Vote: **5 - 0**

< Attachment >

28 Bill Jones

819-0688

206 Village Dr. Georgetown-78628

④18 Tom Crawford Asst. Foreman 103 Egret Cv Georgetown 78648

E4 Mary Lou Pate

1409 Maple St. Georgetown 78636

23 Paul Hatfield

864-3405

107 Mistflower Lane - Georgetown-78628

BRAD CURLEE

2611 QUANAH DR. Round Rock, TX 244-6343

4/30/02

approved 4-30-02
John C. Dwyer

AGENDA ITEM 41

Discuss and consider approving the LCRA grant for the Williamson County Dive and Swift Water Rescue Team.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve submission of an LCRA grant for the Williamson County Dive and Swift Water Rescue Team.

Vote: **5 - 0**

< Attachment >

**MEMORANDUM**

Williamson County Sheriff's Office
Headquarters Division

TO: Judge John Doerfler
FROM: Captain Shawn Newsom *SN*
DATE: April 23, 2002
SUBJECT: LCRA Grant

Please consider the LCRA Grant in the amount \$38,261.48 with an in-kind match (non cash) of \$7,652.30 which has already been acquired. This is a cash grant and requires very little effort on our part, but greatly helps the Williamson County Dive and Swift Water Rescue Team.

gfk
John A. Newsom
04/23/02

approval to apply 4-30-02
John C. Doerfler

**LOWER COLORADO RIVER AUTHORITY
COMMUNITY DEVELOPMENT PARTNERSHIP PROGRAM
Grant Application**

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

PART A: Please type or print requested information. Do not recreate this form.

Is your organization a nonprofit organization? ☐ Yes ☒ No Tax ID Number 74-6000978
 Organization Name Williamson County Date April 23, 2002
 Address 508 S. Rock St.
 City/Zip Georgetown, Tx 78626 County Williamson
 Phone (512) 943-1300 Fax (512) 943-1344

Contact Person Captain Shawn Newsom
 Mailing Address 508 S. Rock St. Georgetown, Tx. 78626
 Phone (512) 943-1310 Fax (512) 943-1344

Project Manager Lieutenant David McGarah
 Phone (512) 943-1357 Fax (512) 943-1360
 Local Electric Service Provider City Of Georgetown

Requested Amount \$ ~~30,800.00~~ \$12,729.96 Total Project Cost \$ ~~30,800.00~~ 20,382.96

Please Note: All grant applications of \$5,000 or more require a minimum 20 percent match of the total project cost.

Are any in-kind services being offered through another department of the LCRA for this project? If so, please describe the service and state the dollar value of this service. NO

What is the intended use of the CDPP grant funds? Equipment and training for underwater evidence, recovery and swiftwater rescue in Williamson County and surrounding counties in the central Texas area and beyond.

Physical address of the proposed project: Waterways of Williamson County and surrounding areas

Community population of the proposed project location: 250,000

John A. Maspero Sheriff 943-1300
 Typed Name of Authorized Representative Title Phone

John A. Maspero April 23, 2002
 Signature of Authorized Representative Date Signed

Decisions regarding awarded grants are within the sole discretion of the CDPP Review Committee and may not be appealed.

**LOWER COLORADO RIVER AUTHORITY
COMMUNITY DEVELOPMENT PARTNERSHIP PROGRAM
Grant Application Attachment**

1. Are you a taxing entity? ☒ Yes ☐ No

2. Do you have a reserve fund that can be used for this project? ☐ Yes ☒ No

3. How much money is in the fund?

N/A

4. If you are not using this fund, why?

N/A

5. What are your tax rates that may apply to this project (e.g. sales tax, hotel/motel tax, ad valorem tax)?

N/A

6. What is the tax rate of the nearest taxing entity similar to yours?

0.446 (Travis County)

Please return with grant application.



LOWER COLORADO RIVER AUTHORITY
P.O. Box 220, Austin, Texas 78767
1-800-776-5272 • (512) 473-3333
www.lcra.org

JUNE 2001

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

AGENDA ITEM 42

Consider authorizing advertising and setting date to receive bids for crushing rock material for Unified Road and Bridge System.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize advertising and to set date to receive bids for crushing rock material for Unified Road and Bridge System for May 23, 2002, at 2:00 p.m. in the County Auditor's office.

Vote: **5 - 0**

AGENDA ITEM 43

Consider authorizing advertising and setting date to receive bids for bullet trap/target system for Williamson County Shooting Range.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To authorize advertising and to set date to receive bids for bullet trap/target system for Williamson County Shooting Range for May 23, 2002, at 3:30 p.m. in the County Auditor's office.

Vote: **5 - 0**

AGENDA ITEM 44

Discuss and take appropriate action on proposals received for Williamson County drug testing.

Proposals were received from the following:

Alpha Omega Testing

Assessnet

On Site Services

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To award the bid for Williamson County drug testing to On Site Services.

Vote: **5 - 0**

< Attachment >


WILLIAMSON COUNTY PROPOSAL FORM**WILLIAMSON COUNTY DRUG TESTING**

PROPOSAL NUMBER: 02WC803

PROPOSAL OPENING DATE & TIME: MARCH 19, 2002 - 2:00 PM

CONTRACT PERIOD: DATE OF AWARD THRU SEPTEMBER 30, 2002

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, and Specifications for the amount(s) shown on the accompanying Proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF PROPOSER: On Site ServicesMailing Address: 8711 Burnet Rd. A-6City: Austin State: TX. Zip: 78757Email Address: onsite.services@worldnet.att.netTelephone: (512) 407-8111 Fax: (512) 407-8222
Signature of Person Authorized to Sign Proposal Date of Proposal: 3-19-02Name and Title of Signer: Drew R. Schmitt (owner)
(Please Print or Type)**PLEASE COMPLETE THE FOLLOWING:**Prompt Payment Discount: 0 % 0 days. (If no discount is offered, Net 30 will apply.)☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)☒ low item basis. (Will accept award on "any or all" items.)List Additional Limitations if applicable: _____

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

WILLIAMSON COUNTY
PROPOSAL SPECIFICATIONS/PROPOSAL SHEETS
DRUG TESTING

DOT AND NON-DOT DRUG AND ALCOHOL COLLECTION AND TEST SERVICES

PROPOSAL #: 02WC803 PROPOSAL OPENING DATE & TIME: MARCH 19, 2002 – 2:00 PM

CONTRACT PERIOD: DATE OF AWARD THRU SEPTEMBER 30, 2002

The Williamson County Commissioner's Court will accept sealed Proposals for a clinic to perform drug and alcohol collection and testing services for Williamson County in accordance with the attached specifications:

1. Proposals will be accepted for collection and testing services to be performed in proposer's clinic and on County premises.
2. Proposer will state the addresses of all clinic locations available for collection and testing services and the hours of operation for each.
3. Proposer agrees that clinic complies with the following statement:

Company does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services.
4. Attach a blank copy of Company's contract.
5. It is anticipated that the approximate number of test samples to be collected for both DOT and Non-DOT will be 325 drug/alcohol tests per year.

COMPANY SERVICE

The Company will collect urine and/or breath alcohol specimens of County employees and applicants for testing by the Company's designated Laboratory.

1. The Company will use custody forms, urine collection supplies, on-site mobile breath alcohol testing equipment, shipping/mailling containers, and security seals provided by the Company's designated testing laboratory for use in the collection of specimens.
2. The Company will conduct its collection of specimens in compliance with the policies and procedures set out by the County and the rules and regulations mandated by the Department of Transportation (DOT).
3. Only generally accepted scientific practices will be used regarding all specimens, tests, and laboratory practices.

4. The Company will provide personnel trained in proper collection procedures for use in collection specimens for the County.
5. The Company will complete all forms, seal specimens, and transfer specimens with said forms to the Company's designated testing laboratory for testing. Forms will be completed in compliance with the policies and procedures set out by the County.
6. The Company will maintain a data base of County employees subject to random testing. A computer generated random selection list will be provided to the County of those employees requiring testing.
7. The Company guarantees specimens will be transferred under provision 7 of this proposal within eight (8) hours from the time of collection to the Company's designated testing laboratory. Pending such transfer, specimens will be securely stored in accordance with instructions from the Company's testing laboratory.
8. The Company will provide ample storage space for collection supplies and custody forms and will maintain the necessary supplies/forms by contacting the Company's designated testing laboratory for replacements.
9. The Company will notify the County of negative test results within twenty-four (24) hours of sample collection.
10. The Company will notify the County of positive test results as soon as possible, but no later than two hundred sixteen (216) hours following sample collection. The two hundred sixteen (216) hours are defined as ninety-six (96) hours following sample collection and one hundred twenty (120) hours or five (5) days for the Medical Review Officer to have a consultation with the positive donor.
11. The Company will maintain a log to record specimens collected and an organized filing system for storage of collection site copy of custody form and other records. A copy of the custody/collection form will be sent to the County monthly with the invoice as a record of the service performed.
12. The Company will invoice the County on a monthly basis for all specimens collected during the month. The Non-DOT charges will be billed separately from the DOT charges on the invoice. A copy of the custody/collection form for each specimen collected that month must be attached to the invoice.
13. The company will provide the County with a written report for each specimen collected during that month. The Non-DOT testing/results will be reported separately from the DOT testing/results. The report will also provide the social security number of the County employee/applicant and the date they were tested.
14. The company will provide the County with a written summary year to date report on a quarterly basis. This summary report must provide statistics for each type of test and overall statistics.
15. The Company will provide personnel to testify and assist the County in litigation relating to collection and chain of custody under this proposal in any litigation that involves its substance abuse testing procedures or the results of its testing. All testimony will be provided to the County at no additional cost.

16. The Company understands that the County and its employees have a substantial interest in the substance testing and its results, whether negative or positive, remaining CONFIDENTIAL. As a result, the Company will not reveal any information of any sort relating to the substance testing of Williamson County employees/applicants to any person or entity except as provided by this section. This prohibition includes, but is not limited to, whether a substance test was performed on any particular potential, current, or former employee. Further, the Company will not permit its agents or employees to reveal this information other than in conformity with this section. The Company will reveal the name and all information, including results/conditions of any test performed under this proposal when any of the following conditions are met:
- a. State or federal law requires that this information be revealed and failure to do so is a criminal offense. In this event, the information may be revealed only to the extent required by law.
 - b. On request of the Associate Director of Human Resources or in the Associate Director's absence the Health and Safety Specialist. Under this provision, the information may only be revealed to the specified individuals or agents thereof who are designated in writing by the Associate Director of Human Resources. The information may be provided over the telephone to such designated individuals. It may also be provided in letter form, CONFIDENTIAL fax transmission, or verbally in a CONFIDENTIAL setting.
 - c. When a test under this contract is positive for substance abuse, the Company will reveal the information in conformity with the preceding section.
 - d. In court proceedings or administrative hearings where the tests performed are directly in issue.
 - e. In CONFIDENCE, authorized personnel of both the collection company and the Company's designated testing laboratory, if separate entities, may discuss all matters relating to the drug test or testing program when necessary to effectuate the purposes of this proposal.
17. The Company will provide over-the-telephone consultation to the County at no additional costs. This service is to be available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
18. The Company will provide twenty-four (24) hour collection service to the County, seven (7) days per week. Collection of specimens after regular office hours, weekends, and holidays will be on an on-call basis. The on-call service must be accomplished within four (4) hours after the initial request is made for specimen collection. A twenty-four (24) hour pager/beeper system will be used with a code number given to the County to request after-hours, weekend, or holiday collections. The Company agrees to meet at their location or a location specified by the County for after-hours, weekends, or holiday collections for the purpose of collecting samples in conjunction with Williamson County's substance abuse policy regarding bodily injury or accidents involving County employees.
19. The Company will provide specimen collection services at a facility which is readily accessible to all individuals, regardless of disability.

20. The Company will take all reasonable steps to ensure that Williamson County employees/applicants are given the same consideration as any other patient. Staff members will complete the testing procedures as expeditiously as possible without causing any undue waiting period for County employees/applicants while other walk-in traffic or patients are given preferential treatment.
21. The Company will use a consent form provided by the County for each employee tested. This consent form will be returned to the Health and Safety Specialist immediately for the files in that department.
22. The Company will take reasonable efforts to ensure a proper specimen is submitted and to ensure the accuracy of the tests. These efforts will include, but not be limited to, the following provisions:
 - a. The person tested will present photo identification or other verifiable identification.
 - b. The privacy of the individual giving the specimen will be respected as much as possible within the confines of the testing process.
 - c. The Company will provide a secured area or temporary storage for employee/applicant's personal belongings while specimen is being collected.
 - d. The Company will secure the toilet/collection area by checking the area prior to each specimen collection and will eliminate any adulterating substances and will ensure that no substitute specimens are hidden in area.
 - e. Immediately after the specimen is given, the technician will take the temperature of said specimen. The temperature must be between 90.0 degrees and 100.0 degrees. Said temperature will be recorded on the custody form. If the temperature is outside of these ranges, the specimen will be rejected and another requested. Approximately 85 Non-DOT specimens will be split and will be sent to two (2) different laboratories simultaneously to verify results.
 - f. Prior to labeling and sealing the technician will not leave the specimen unattended nor will the specimen be out of the technician's full view.
 - g. Where possible, the specimen container will be sealed by the person providing the specimen.
 - h. The person tested will certify that the specimen came from his or her body at the time the specimen was actually provided.

23. The Company will indemnify, defend, and hold Williamson County, its agents, officers, and employees harmless for all reasonable expenses and any amounts for which the said parties are or may be liable arising from:
- a. Incorrectly performed collection of specimens.
 - b. Failure to preserve the specimen collected as required by this proposal.
 - c. Any failure of the Company to act in conformity with this proposal.
 - d. Where the identity or test results of an employee are disclosed by the Company, its agents, or its employees other than in conformity with this agreement.
24. In order to meet its obligations under provision 19 of this proposal, the Company agrees to purchase and maintain liability insurance covering all of its activities under the terms of this proposal. Such insurance will be in the amount of \$1,000,000.00 per occurrence and in the aggregate annually. Williamson County will be named as an additional insured under the terms of the policy.
25. To ensure the integrity of the testing and collection process, the Company agrees to screen its employees for the presence of drugs and alcohol prior to their employment and at random intervals.
26. This proposal is for professional services and cannot be assigned by the Company, in whole or in part, without the County's written consent.
27. The Company covenants that it will take all necessary actions to ensure that no discrimination occurs in the treatment or employment of any individual or individuals on the basis of race, color, religion, national origin, age, sex, or disability.
28. The obligation of the parties to this agreement are in Williamson County, Texas. If legal action is necessary to enforce the same, exclusive venue will lie in Williamson County, Texas.
29. This signed proposal once approved and awarded by the Williamson County Commissioner's Court will become the contract and will become effective on the day of award. The initial period of the contract will be from the date of award through September 30, 2002. At the end of this period, the Williamson County Commissioner's Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index for that year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Company may elect to terminate this agreement, with no additional liability to the County. The County and the Company agree that termination will be the Companies sole remedy under this circumstance.
30. The County and the Company may cancel this agreement upon giving the other party thirty (30) days advance notice in writing.

31. Any notice or communication required in the administration of this proposal/contract will be sent to the County as follows:
- Associate Director of Human Resources
Lisa R. Zirkle
710 Main Street - Suite 304
Georgetown, Texas 78626
512/943-1534
32. Provide the name, title, address, and telephone number of the contact person from the Laboratory that will be designated to receive any notice or communication required in the administration of this proposal/contract.

COMPANY'S DESIGNATED LABORATORY

The Laboratory will test urine specimens of County employees and applicants.

1. The Laboratory will maintain its license/certification as a NIDA certified drug testing laboratory.
2. The Laboratory will provide the Company with Chain of Custody forms, urine collection supplies, shipping/mailling containers, temperature strips and security seals to be used by the Company for use in the collection of specimens.
3. The Laboratory will test each specimen in accordance with the attached Appendix A.
4. The Laboratory will conduct its testing of specimens in compliance with the policies and procedures set out by the County.
5. Only generally accepted scientific practices will be used regarding all specimens, tests, and laboratory practices. Where a question emerges as to what is generally accepted, scientific treatises and DOT regulations will control.
6. The Laboratory will confirm all positive specimens by Gas Chromatography/Mass Spectrometry. Upon a verified positive specimen, a medical review should be performed by a licensed physician Medical Review Officer and said physician should maintain all medical records as required by law.
7. The Laboratory will store all positive specimens for one year and one day. Specimens will be stored for longer periods of time if requested by the County.

8. The Laboratory will provide expert testimony in any litigation that involves its drug testing procedures or the results of its testing. All testimony will be provided to the County at no additional cost.
9. The Laboratory understands that the County and its employees have a substantial interest in the substance testing and its results, whether negative or positive, remaining CONFIDENTIAL. As a result, the Laboratory will not reveal any information of any sort relating to the substance testing of Williamson County employees/applicants to any person except as provided by this section. This prohibition includes, but is not limited to, whether a substance test was performed on any particular potential, current, or former employee. Further, the Laboratory will not permit its agents or employees to reveal this information other than in conformity with this section. The Laboratory will reveal the name and all information, including results/conditions of any tests performed when any of the following conditions are met:
 - a. State or federal law requires that this information be revealed and failure to do so is a criminal offense. In this event, the information maybe revealed only to the extent required by law.
 - b. On request of the Associate Director of Human Resources or in the Associate Director's absence, the Health and Safety Specialist. Under this provision, the information may only be revealed to the specified individuals or agents thereof who are designed in writing by the Associate Director of Human Resources. The information may be provided over the telephone to such designated individuals. It may also be provided in letter form, CONFIDENTIAL fax transmission, or verbally in a CONFIDENTIAL setting.
 - c. When a test under this contract is positive for substance abuse, the Laboratory will reveal the information in conformity with the preceding section.
 - d. In court proceedings or administrative hearings where the tests performed are directly in issue.
 - e. In CONFIDENCE, authorized personnel of both the collection company and the County's designated testing laboratory, if separate entities, may discuss all matters relating to the drug test or testing program when necessary to effectuate the purposes of this proposal.
10. The Laboratory will provide over-the-telephone consultation to the County at no additional costs. This service is to be available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
11. The Laboratory will provide specimen testing services at a facility which is readily accessible to all individuals, regardless of disability.
12. The Laboratory will indemnify, defend, and hold Williamson County, its agents, officers, and employees harmless for all reasonable expenses and any amounts for which the said parties are or may be liable arising from:

- a. Incorrectly performed drug tests resulting in the termination of an employee.
 - b. Failure to preserve the specimen tested as required by this proposal.
 - c. Any failure of the Laboratory to act in conformity with this proposal.
 - d. Where the identity or test results of an employee are disclosed by the Laboratory, its agents, or its employees other than in conformity with this proposal.
13. In order to meet its obligations under provision 14 of this proposal, the Laboratory agrees to purchase and maintain liability insurance covering all of its activities under the terms of this proposal. Such insurance will be in the amount of \$1,000,000.00 per occurrence and in the aggregate annually. Williamson County will be named as an additional insured under the terms of the policy.
14. To ensure the integrity of the testing process, the Laboratory agrees to screen its employees for the presence of drugs and alcohol prior to their employment and at random intervals.
15. This proposal is for professional services and cannot be assigned by the Laboratory, in whole or in part, without the County's written consent.
16. The laboratory covenants that it will take all necessary actions to ensure that no discrimination occurs in the treatment or employment of any individual or individuals on the basis of race, color, religion, national origin, age, sex, or disability.
17. The obligation of the parties to this proposal are in Williamson County, Texas. If legal action is necessary to enforce the same, exclusive venue will lie in Williamson County, Texas.
18. This signed proposal once approved and awarded by the Williamson County Commissioner's Court will become the contract and will become effective on the day of award. The initial period of the contract will be from the date of award through September 30, 2002. At the end of this period, the Williamson County Commissioner's Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index for that year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Company may elect to terminate this agreement, with no additional liability to the County. The County and the Company agree that termination will be the Companies sole remedy under this circumstance.
19. The County and the Company may cancel this agreement upon giving the other party thirty (30) days advance notice in writing.

20. Any notice or communication required in the administration of this proposal/contract will be sent to the County as follows:

Associate Director of Human Resources
Lisa R. Zirkle
710 Main Street - Suite 304
Georgetown, Texas 78626
512/943-1534

21. Provide the name, title, address, and telephone number of the contact person from the Laboratory that will be designated to receive any notice or communication required in the administration of this proposal/contract.

APPENDIX A

DOT

SUBSTANCE ABUSE MENTAL HEALTH SERVICES ADMINISTRATION
(SAMSHA)

DRUG TESTING PANEL

Drug or Drug Class	Screening Method	Screening Level*	Confirmation Method	Confirmation Level**
Amphetamines Amphetamine Methamphetamine	EMIT	1,000 ng/ml	GC/MS GC/MS	500 ng/ml 500 ng/ml
Cannabinoids Delta-9-Carboxy THC (Marijuana)	EMIT	50 ng/ml	GC/MS	15 ng/ml
Cocaine Metabolites Benzoyllecgonine	EMIT	300 ng/ml	GC/MS	150 ng/ml
Opiates Metabolites + Morphine Codeine + 25 ng/ml if immunoassay specific for free morphine	EMIT	2000 ng/ml	GC/MS GC/MS	2000 ng/ml 2000 ng/ml
Phencyclidine PCP	EMIT	25 ng/ml	GC/MS	25 ng/ml

EMIT = Enzyme Multiplied Immunoassay Techniques
GC/MS = Gas Chromatography/Mass Spectrometry
ng/ml = nanograms/milliliter

- * The EMIT screening level refers to the concentration of the specific member of the drug class used to calibrate and define the minimum positive screening test.
- ** The GC/MS confirmation level is the minimum level of drug that will be reported as positive

NON-DOT**SUBSTANCE ABUSE PANEL 9**

Drug or Drug Class	Screening Method	Screening Level*	Confirmation Method	Confirmation Level**
Amphetamines Amphetamine Methamphetamine	EMIT	1,000 ng/ml	GC/MS GC/MS	500 ng/ml 500 ng/ml
Cannabinoids Delta-9-Carboxy THC (Marijuana)	EMIT	50 ng/ml	GC/MS	15 ng/ml
Cocaine Metabolite Benzoylecgonine	EMIT	300 ng/ml	GC/MS	150 ng/ml
Barbiturates	EMIT	300 ng/ml	GC/MS	300 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Methadone	EMIT	300 ng/ml	GC/MS	300 ng/ml
Propoxyphene	EMIT	300 ng/ml	GC/MS	300 ng/ml
Opiates Morphine Codeine	EMIT	2000 ng/ml	GC/MS GC/MS	2000 ng/ml 2000 ng/ml
Phencyclidine PCP	EMIT	25 ng/ml	GC/MS	25 ng/ml
EMIT = Enzyme Multiplied Immunoassay Techniques GC/MS = Gas Chromatography/Mass Spectrometry ng/ml = nanograms/milliliter				

* The EMIT screening level refers to the concentration of the specific member of the drug class used to calibrate and define the minimum positive screening test.

** The GC/MS confirmation level is the minimum level of drug that will be reported as positive

DRUG TESTING PROPOSAL SHEET

DOT AND NON-DOT DRUG & ALCOHOL COLLECTION & TESTING SERVICES

DOT Drug Screen Collection/Testing Services In Proposer's Clinic	
Cost for Urine Sample	\$ 35. ⁰⁰
Cost for Breath Alcohol Testing	\$ 20. ⁰⁰
Cost for after hours collection/testing services-additional charge	\$ 25. ⁰⁰ to 150. ⁰⁰ <i>depends on time, date location</i>
DOT Drug Screen Collection/Testing Services On County Premises	
Cost for Urine Sample	\$ 35. ⁰⁰
Cost for Breath Alcohol Testing	\$ 20. ⁰⁰
Cost for after hours collection/testing services-additional charge	\$ 25. ⁰⁰ to 150. ⁰⁰ <i>depends on time, date location</i>
NON-DOT Drug Screen Collection/Testing Services In Proposer's Clinic	
Cost for Urine Sample	\$ 25. ⁰⁰
Cost for Breath Alcohol Testing	\$ 20. ⁰⁰
Cost for after hours collection/testing services-additional charge	\$ 25. ⁰⁰ to 150. ⁰⁰ <i>depends on date, time location</i>
NON-DOT Drug Screen Collection/Testing Services On County Premises	
Cost for Urine Sample	\$ 35. ⁰⁰
Cost for Breath Alcohol Testing	\$ 20. ⁰⁰
Cost for after hours collection/testing services-additional charge	\$ 25. ⁰⁰ to 150. ⁰⁰ <i>depends on Time Date location</i>

ONSITE CLINIC LOCATIONS

Onsite Services

8711 Burnet Road Suite A-6

Austin, Texas 78757

Hours: 8:00am to 5:00pm

Monday thru Friday

Onsite Services

4303 Victory Drive Suite: 300

Austin, Texas 78704

Hours: 8:00am to 5:00pm

Monday thru Friday

Georgetown Family Medical Center

1231 Leander Road

Georgetown, Texas 78628

Hours: 8:00am to 7:00pm (Monday thru Friday)

Hours: 10:00am to 2:00pm (Saturday)

COMPANY'S DESIGNATED LABORATORY

**Clinical Reference Laboratory
8433 Quivira
Lenexa, Kansas 66215
1-800-445-6917
Perry Selfridge**

**Tyler Freeman M.D.
4455-A Morris Park Dr.
Charlotte, North Carolina 28227
1-800-643-0770**

ONSITE SERVICES CLIENT REFERENCE LIST

- **Georgetown I.S.D**
Contact: Wanda Smith
Address: 2311 N. Austin Ave. Georgetown, Tx. 78626
Phone: 512-819-0390

 - **Capitol Aggregates**
Contact: Paul Scheel
Address: PO Box 6230 Austin, Tx. 78762
Phone: 512-385-3211

 - **Round Rock I.S.D.**
Contact: Dan Roberts
Address: 921 Luther Peterson Place Round Rock, Tx. 78664
Phone: 512-428-2450
-

One Tower Square, Hartford, Connecticut 06183

TravelersPropertyCasualty
A Member of Travelers Group **COMMON POLICY DECLARATIONS**
OFFICE PAC
BUSINESS: OFFICE**POLICY NUMBER:** IL-PACP-725H043A-TLC-02
ISSUE DATE: 02-04-02**1. NAMED INSURED AND MAILING ADDRESS:**ON SITE SERVICES
8711 BURNET ROAD, #A-6

AUSTIN TX 78757

2. POLICY PERIOD: From 03-16-02 to 03-16-03 12:01 A.M. Standard Time at the Location of Described Property.**3. LOCATIONS:**

PREM. NO.	BLDG. NO.	OCCUPANCY
01	01	OFFICE

ADDRESS
(same as Mailing Address unless specified otherwise)
8711 BURNET ROAD, #A-6
AUSTIN TX 78757

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIESCOVERAGE PARTS and SUPPLEMENTS
Businessowners Coverage Part

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. **SUPPLEMENTAL POLICIES:** Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER
--------	---------------

DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	\$	962.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKERVAN DYKE-RANKIN & CO INC SV355
P O BOX 1206
BRENHAM TX 77834-1206**COUNTERSIGNED BY:**_____
Authorized Representative

DATE: _____

TX M0 00 08 01 (Page 1 of 01)

004358 Office: ELMIRA NY SRV CTR DOWN

One Tower Square, Hartford, Connecticut 06183



BUSINESSOWNERS COVERAGE PART DECLARATIONS

OFFICE PAC
DELUXE PLAN

POLICY NO.: IL-PACP-725H043A-TLC-02
ISSUE DATE: 02-04-02

DECLARATIONS PERIOD: From 03-16-02 to 03-16-03 12:01 A.M. Standard Time at the location of Described Property.

FORM OF BUSINESS: CORPORATION

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "INCLUDED" is shown.

BUSINESSOWNERS PROPERTY COVERAGE:

PREM. NO.	BLDG. NO.	PREM. NO.	BLDG. NO.
01	01		

BUILDINGS:

Limit of Insurance:	\$	\$
Loss Adjustment Basis:		
Inflation Guard:		
Exterior Building Glass Deductible:	\$	\$

BUSINESS PERSONAL PROPERTY:

Limit of Insurance:	\$	16,532	\$
Loss Adjustment Basis:		90% COINS.	
Inflation Guard:			
Exterior Building Glass:			
Exterior Building Glass Deductible:	\$		\$

BUSINESS INCOME: Limit-Actual loss up to 12 Consecutive Months

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 250 Per Occurrence.

**COMMERCIAL GENERAL LIABILITY COVERAGE-
OCCURRENCE FORM**

LIMITS OF INSURANCE

General Aggregate (except Products-Completed Operations) Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ EXCLUDED
Each Occurrence Limit	\$ 1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Payments Limit (any one person)	\$ 5,000

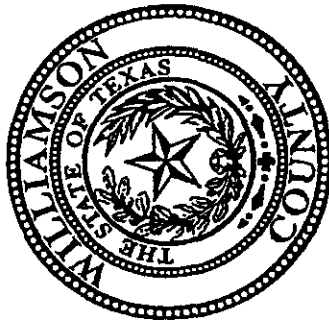
MORTGAGE HOLDER OR TRUSTEE-BUILDING COVERAGE ONLY:

(As interest may appear at time of loss) subject to the Mortgage Clause (without contribution) printed in this policy.

SPECIAL PROVISIONS:

TX M0 01 09 98

(Page 1 of 01)



**WILLIAMSON COUNTY AUDITOR'S OFFICE
PURCHASING DEPARTMENT
710 MAIN STREET - SUITE 303
GEORGETOWN, TEXAS 78626**

<http://www.williamson-county.org/Procurement>

**BID TABULATION
WILLIAMSON COUNTY DRUG TESTING**

PROPOSAL NUMBER: 02WC803 PROPOSAL OPENING DATE & TIME: MARCH 19, 2002 - 2:00 PM
CONTRACT PERIOD: DATE OF AWARD THRU SEPTEMBER 30, 2002

approved 4-30-02
John C. Daugherty

AWARDED VENDOR: ON SITE SERVICES

DOT AND NON-DOT DRUG & ALCOHOL COLLECTION & TESTING SERVICES

	ON SITE SERVICES	ASSESSNET	ALPHA OMEGA TESTING
DOT Drug Screen Collection/Testing Services In Proposer's Clinic			
Cost for Urine Sample	\$35.00	\$27.50	\$45.00
Cost for Breath Alcohol Testing	\$20.00	\$14.75	\$20.00
Cost for after hours collection/testing services-additional charge	\$25.00-150.00**	\$35.00	\$25.00
DOT Drug Screen Collection/Testing Services On County Premises			
Cost for Urine Sample	\$35.00	\$28.75	\$45.00
Cost for Breath Alcohol Testing	\$20.00	\$15.75	\$20.00
Cost for after hours collection/testing services-additional charge	\$25.00-150.00**	\$35.00	\$50.00
NON-DOT Drug Screen Collection/Testing Services In Proposer's Clinic			
Cost for Urine Sample	\$25.00	\$12.00	\$35.00
Cost for Breath Alcohol Testing	\$20.00	\$10.00	\$20.00
Cost for after hours collection/testing services-additional charge	\$25.00-150.00**	\$35.00	\$25.00

NON-DOT Drug Screen Collection/Testing Services On County Premises			
Cost for Urine Sample	\$35.00	\$15.00	\$35.00
Cost for Breath Alcohol Testing	\$20.00	\$12.50	\$20.00
Cost for after hours collection/testing services-additional charge	\$25.00-150.00**	\$35.00	\$50.00

**Depends on time, date, and location

AGENDA ITEM 45

Consider authorizing advertising and setting date to receive bids for bridge replacement on County Roads 390, 406, and 427.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To authorize advertising and to set date to receive bids for bridge replacement on County Roads 390, 406 and 427 for May 22, 2002, at 2:00 p.m. in the Commissioners' Courtroom.

Vote: **5 - 0**

AGENDA ITEM 46

Consider authorizing advertising and setting date to receive bids for re-roofing of Central Texas Treatment Center in Granger.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To authorize advertising and to set date to receive bids for re-roofing of Central Texas Treatment Center in Granger for May 22, 2002 at 3:30 p.m. in the Commissioners' Courtroom.

Vote: **5 - 0**

AGENDA ITEM 47

Consider authorizing advertising and setting date to receive bids for maintenance contract for highspeed printers.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize advertising and to set date to receive bids for maintenance contract for highspeed printers for May 21, 2002, at 2:00 p.m. in the County Auditor's office.

Vote: **5 - 0**

AGENDA ITEM 48

Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for non departmental:

0100-0409-003312	Vertex	30,000.00
------------------	--------	-----------

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To declare an emergency and to approve a budget amendment to acknowledge additional expenditures for non departmental:

0100-0409-003312	Vertex	30,000.00
------------------	--------	-----------

Vote: **5 - 0**

< Attachment >

AN ORDER DECLARING AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES AND APPROVING A BUDGET AMENDMENT FOR

0100
FUND

0409 (NON DEPT)
DEPARTMENT

John C. Doerfler

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS CAREFULLY STUDIED THE PUBLIC NECESSITY OF INCREASING THE AUTHORIZED EXPENDITURES DURING THIS FISCAL YEAR; AND

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT, DUE TO UNFORESEEABLE CIRCUMSTANCES, DID NOT APPROPRIATE SUFFICIENT FUNDS IN THE CURRENT BUDGET FOR THIS NECESSARY EXPENDITURE; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT THAT AN EMERGENCY AND GRAVE PUBLIC NECESSITY DOES EXIST DUE TO UNFORESEEABLE CIRCUMSTANCES.

WHEREAS, ON THE 30TH DAY OF APRIL, 2002, A MOTION MADE BY COMMISSIONER BOATRIGHT AND SECONDED BY JUDGE DOERFLER THE MOTION CARRIED BY A VOTE OF 5 FOR, 0 AGAINST.

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS DECLARED AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES IN THE MATTER OF BUDGETING NECESSARY FUNDS FOR THE ABOVE MENTIONED DEPARTMENT; NOW

THEREFORE, BE IT ORDERED THAT THE 2002 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED TO APPROPRIATE ADDITIONAL EXPENDITURES AND THE FOLLOWING AMOUNTS BE APPROPRIATED FOR THE FOLLOWING LINE ITEMS:

ACCOUNT #	DESCRIPTION	AMOUNT
0100.0409.003312	Vertex	\$30,000.00

WHEREUPON, A MOTION DULY MADE AND SECONDED, THE WILLIAMSON COUNTY COMMISSIONERS COURT DID AUTHORIZE THE COUNTY JUDGE TO SIGN THIS ORDER, THE COUNTY CLERK WAS INSTRUCTED TO FILE A COPY OF THIS ORDER WITH THE EXISTING BUDGET, AND TO FORWARD A COPY OF THIS ORDER TO THE COUNTY AUDITOR.

John C. Doerfler 4-30-02
JOHN C. DOERFLER, COUNTY JUDGE

ATTEST:

Nancy E. Rister
NANCY E. RISTER, COUNTY CLERK

AGENDA ITEM 49

Consider declaring an emergency and approving a budget amendment to acknowledge additional revenue for non departmental:

0100-0000-370504	Title IV E	8,353.59
0100-0000-370502	SCAAP	21,646.41

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To declare an emergency and to approve a budget amendment to acknowledge additional revenue for non departmental:

0100-0000-370504	Title IV E	8,353.59
0100-0000-370502	SCAAP	21,646.41

Vote: 5 - 0

< Attachment >

AN ORDER DECLARING AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES AND APPROVING A BUDGET AMENDMENT FOR

0100 GENERAL
FUND

John C. Doerfler
DEPARTMENT

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS CAREFULLY STUDIED THE PUBLIC NECESSITY OF INCREASING THE ESTIMATED REVENUES DURING THIS FISCAL YEAR; AND

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT, DUE TO UNFORESEEABLE CIRCUMSTANCES, DID NOT ESTIMATE SUFFICIENT FUNDS IN THE CURRENT BUDGET FOR THESE NECESSARY REVENUES; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT THAT AN EMERGENCY AND GRAVE PUBLIC NECESSITY DOES EXIST DUE TO UNFORESEEABLE CIRCUMSTANCES.

WHEREAS, ON THE 30TH DAY OF APRIL, 2002, ~~1998~~, A MOTION MADE BY COMMISSIONER BOATRIGHT AND SECONDED BY JUDGE DOERFLER THE MOTION CARRIED BY A VOTE OF 5 FOR, 0 AGAINST.

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS DECLARED AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES IN THE MATTER OF ESTIMATING NECESSARY FUNDS FOR THE ABOVE MENTIONED DEPARTMENT; NOW

THEREFORE, BE IT ORDERED THAT THE 2001/2002 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED TO APPROPRIATE ADDITIONAL REVENUE AND THE FOLLOWING AMOUNT BE APPROPRIATED FOR THE FOLLOWING LINE ITEM:

ACCOUNT #	DESCRIPTION	AMOUNT
<u>0100-0000-370504</u>	<u>TITLE II E</u>	<u>\$ 8,353.59</u>
<u>0100-0000-370502</u>	<u>SCAAP</u>	<u>\$21,646.41</u>

WHEREUPON, A MOTION DULY MADE AND SECONDED, THE WILLIAMSON COUNTY COMMISSIONERS COURT DID AUTHORIZE THE COUNTY JUDGE TO SIGN THIS ORDER, THE COUNTY CLERK WAS INSTRUCTED TO FILE A COPY OF THIS ORDER WITH THE EXISTING BUDGET, AND TO FORWARD A COPY OF THIS ORDER TO THE COUNTY AUDITOR.

John C. Doerfler 4-30-02
JOHN C. DOERFLER, COUNTY JUDGE

ATTEST:

Nancy E. Rister
NANCY E. RISTER, COUNTY CLERK

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 11:15 A.M. ON TUESDAY, APRIL 30, 2002.

AGENDA ITEM 50

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

AGENDA ITEM 51

Discuss personnel matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 pertaining to personnel.)

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 11:48 A.M. ON TUESDAY, APRIL 30, 2002.

AGENDA ITEM 52

Consider approving a resolution authorizing filing of condemnation proceedings regarding CR 272 (Parmer Lane extension, parcel 132, Patrick Hardy Dudgeon, owner).

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve a resolution authorizing filing of condemnation proceedings regarding CR 272 (Parmer Lane extension, parcel 132, Patrick Hardy Dudgeon, owner).

Vote: **5 - 0**

< Attachment >

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to Parcel 132 (described by metes and bounds in Exhibit "A") for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of County Road 272 (aka Parmer Lane extension), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to County Road 272 (aka Parmer Lane extension), at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

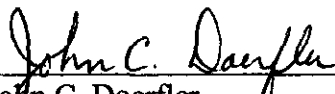
WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit A attached hereto, a suit in

eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist him in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this 30TH day of APRIL, 2002.

 4-30-02
John C. Doerfler
Williamson County Judge



METES AND BOUNDS DESCRIPTION

BEING A 1.870-ACRE TRACT OF LAND SITUATED IN THE WALTER CAMPBELL SURVEY, ABSTRACT NO. 3, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 28.300-ACRE TRACT OF LAND CONVEYED TO PATRICK HARDY DUDGEON BY INSTRUMENT RECORDED IN VOLUME 2276, PAGE 260 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.870-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod set on a point in the westerly right-of-way line of County Road 272 (right-of-way width varies), being the northeasterly corner of said 28.300-acre Dudgeon tract, same being the southeasterly corner of that certain 28.302-acre tract of land conveyed to Michael J. Beck and Reba K. Beck by instrument recorded in Volume 2276, Page 275 of the Official Records of Williamson County, Texas, for the northeasterly corner and POINT OF BEGINNING hereof;

THENCE with the westerly right-of-way line of said County Road 272, same being the easterly boundary line of said 28.300-acre Dudgeon tract, S20°07'39"E for a distance of 509.38 feet to a 1/2" iron rod found on a point being the southeasterly corner of said 28.300-acre Dudgeon tract, same being the northeasterly corner of an 80 foot wide strip of land dedicated for road right-of-way by plat of "Parmer Square Section One", a subdivision according to the plat recorded in Cabinet J, Slides 65-66 of the plat records of Williamson County, Texas, for the southeasterly corner hereof;


THENCE departing the westerly right-of-way line of said County Road 272 with the southerly boundary line of said 28.300-acre Dudgeon tract, same being the northerly boundary line of said 80 foot wide strip of land dedicated for road right-of-way, S69°12'54"W, at a distance of 15.04 feet pass a 1/2" iron rod found, continuing for a total distance of 79.97 feet to a 1/2" iron rod found on a point being the northeasterly corner of Lot 1 of said "Parmer Square Section One", same being the northwesterly corner of said 80 foot wide strip of land dedicated for road right-of-way, for an angle point in the southerly boundary hereof;

THENCE continuing with the southerly boundary line of said 28.300-acre Dudgeon tract and the northerly boundary line of said Lot 1, S69°12'48"W for a distance of 77.03 feet to a capped iron rod set at the beginning of a non-tangent curve to the left for the southeasterly corner hereof, from which a 1/2" iron rod found on a point in the southerly boundary line of said 28.300-acre Dudgeon tract, same being the northwesterly corner of said Lot 1 bears S69°12'48"W a distance of 608.45 feet;

THENCE departing the northerly boundary line of said Lot 1 through the interior of said 28.300-acre Dudgeon tract, along said curve to the left having a radius of 17011.73 feet, a delta angle of $01^{\circ}42'56''$, an arc length of 509.39 feet, and a chord which bears $N21^{\circ}04'40''W$ for a distance of 509.37 feet to a capped iron rod set on a point in the northerly boundary line of said 28.300-acre Dudgeon tract, same being the southerly boundary line of the aforementioned 28.302-acre Beck tract, for the northwesterly corner hereof, from which a $1/2''$ iron rod found for the northwesterly corner of said 28.300-acre Dudgeon tract and the southwesterly corner of said 28.302-acre Beck tract, bears $S69^{\circ}13'04''W$ a distance of 2057.12 feet;

THENCE with the northerly boundary line of said 28.300-acre Dudgeon tract, same being the southerly boundary line of said 28.302-acre Beck tract, $N69^{\circ}13'04''E$, at a distance of 150.59 feet pass a $1/2''$ iron rod found, continuing for a total distance of 165.45 feet to the POINT OF BEGINNING hereof and containing 1.870 acres of land more or less.

 **DIAMOND SURVEYING, INC.**
1915 S. AUSTIN AVE., SUITE III, GEORGETOWN, TX 78626
(512) 931-3100

 2/27/02
SHANE SHAFER, R.P.L.S. NO. 5281 DATE
DSI PARCEL NO. 132



SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 1.870 ACRE TRACT OF LAND SITUATED IN THE WALTER CAMPBELL SURVEY, ABSTRACT NO. 3, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 28.300 ACRE TRACT OF LAND CONVEYED TO PATRICK HARDY DUDGEON BY INSTRUMENT RECORDED IN VOLUME 2276, PAGE 260 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

MICHAEL J. BECK
AND REBA K. BECK
(28.302 ACRES)
VOLUME 2276, PAGE 275

SCALE: 1" = 100'

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory reproduction.

SURVEYOR'S NOTES:

1) PUBLIC UTILITY EASEMENT RECORDED IN VOLUME 1909, PAGE 238, DOES AFFECT THIS TRACT AS SHOWN HEREON.

2) THIS PROPERTY IS LOCATED WITHIN BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AND IS SUBJECT TO ALL RIGHTS UNDER THE LAW ACCORDED TO SUCH A DISTRICT.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

R = 17011.73'
D = 01°42'56"
L = 509.39'
CH = 509.37'
CB = N21°04'40"W

PATRICK HARDY DUDGEON
(28.300 ACRES)
VOLUME 2276, PAGE 260

LINE TABLE

L1	S69°12'54"W	79.97'
L1	S71°00'28"W	80.00'
L2	S20°07'34"E	188.93'
L3	S69°12'48"W	77.03'

LEGEND

- = CAPPED IRON ROD SET
- = 1/2" IRON ROD FOUND
- TPED = TELEPHONE PEDISTAL
- T- = UNDERGROUND TELEPHONE LINE
- X- = WIRE FENCE
- B.L. = BUILDING SETBACK LINE
- P.U.E. = PUBLIC UTILITY EASEMENT
- () = RECORD PER VOL. 2276, PG. 260
- [] = RECORD PER CAB. J. SL. 65-66

LOT 6
PARMER SQUARE
SECTION ONE
CABINET J, SLIDES 65-66

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on February 27, 2002, at the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed in connection with the Title Report described in Case No. 2001 RR 227333-M (00199) of Austin Title Company. USE OF THIS SURVEY FOR ANY PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



SHANE SHAFER, R.P.L.S. NO. 5281

2/27/02

DATE

<>

D.S.I. PARCEL #132
DIAMOND SURVEYING, INC
1915 S. AUSTIN, SUITE 111, GEORGETOWN, TX 78626
(512) 931-1100

AGENDA ITEM 53

Consider accepting, rejecting, or countering a settlement offer from land owner, and take any appropriate action, including, but not limited to approving a resolution authorizing the filing of condemnation proceedings regarding State Highway 45, parcels 415 and 415 M (Jeff Prewitt, owner).

No action was taken on this agenda item.

AGENDA ITEM 54

Consider accepting, rejecting, or countering a settlement offer from landowner, and take any appropriate action, including, but not limited to approving a resolution authorizing the filing of condemnation proceedings regarding State Highway 45, parcels 422 and 422 M (Sherrod N. Prewitt, owner).

No action was taken on this agenda item.

AGENDA ITEM 55

Discuss and take appropriate action on contract with Michael and Reba Beck for the purchase of right-of-way on Parmer Lane.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To authorize Judge Doerfler to sign a contract with Michael and Reba Beck for the purchase of right-of-way on Parmer Lane.

Vote: 5 - 0

AGENDA ITEM 56

Comments from commissioners.

Commissioner Hays discussed the county landfill and the need for a way to deal with hazardous waste.

Commissioner Heiligenstein reminded everyone that the City of Round Rock is honoring Robert Stluka, Earl Palmer and Joanne Land at the Old Settlers Pavilion at 6:30 p.m., for 56 combined years of service with the city.

Judge Doerfler asked that the Commissioners have paperwork for agenda items turned in to his office by 2:00 p.m. on the Friday before the item is scheduled to be addressed.

COMMISSIONERS' COURT ADJOURNED AT 11:59 A.M. ON TUESDAY, APRIL 30, 2002.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 224, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 7th day of May, 2002.


John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners' Court, Williamson County, Texas

By: 
Deputy Clerk