

NOTICE OF MEETING OF THE MCLENNAN COUNTY COMMISSIONERS COURT

NOTICE IS HEREBY GIVEN that, in accordance with the Government Code, Chapter 551, (known as the Open Meetings Act), as amended, a special meeting of Commissioners' Court, the governing body of McLennan County, will be held on **Tuesday, the 10th day of April, 2018 at 10:00 o'clock a.m.** in the Commissioners' Courtroom, 1st Floor, West Wing, McLennan County Courthouse, 501 Washington, City of Waco, Texas, at which time, the subjects below will be considered and potentially acted upon.

AGENDA

A. Proof of Posting of Notice

B. Moment of Silence / Invocation and Pledge

C. Public Comments

D. McLennan County Venue Project

1. Consideration and Approval of an Order by the Commissioners Court of McLennan County, Texas, Authorizing the Issuance of McLennan County, Texas Venue Project Revenue Bonds (Combined Venue Tax), Series 2018 in the Aggregate Principal Amount of \$31,500,000; Providing the Terms and Conditions of Such Bonds and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale, and Delivery of Such Bonds; Authorizing the Execution of a Paying Agent/Registrar Agreement and a Purchase and Investment Letter; Complying with the Requirements of the Depository Trust Company; Enacting Other Provisions Incident and Related to the Subject and Purpose of this Order; Authorizing Certain Members of the Commissioners Court and County Staff to Execute Certain Documents relating to the Sale of the Bonds; Authorizing the Execution of any Necessary Engagement Agreements with the County's Financial Advisors and/or Bond Counsel; and Providing an Effective Date

E. Contracts, Interlocal Agreements, and Memorandums of Understanding; Purchase, Lease, or Acquisition of Goods, Equipment or Services, including any Financing Thereof:

1. Authorization of Professional Services Agreement and related Geotechnical Investigation Proposal with Langerman Foster Engineering Company (re: McGregor JP Office Addition / Proposal No. GEO18-035)
2. Authorization of Agreement and related Proposal for Professional Surveying and Civil Engineering Services with Walker Partners, LLC (re: Chapel Road Improvements / Project No. 1-02750.01)

F. Executive/Closed Session:

1. **Section 551.071 of the Government Code (V.C.T.A.):** An executive/closed session will be held so that the Commissioners Court can seek and receive legal advice from its attorneys regarding pending or threatened litigation, settlement offers, claims, Twin Peaks Matters, Jail Death Matter or other matters for which the attorneys' duties to their client under the Texas State Bar Disciplinary Rules of Professional Conduct Conflicts with the Open Meetings Act (Ch.551, Gov. Code) if necessary for a subject contained on this agenda
2. **Section 551.072 of the Government Code (V.C.T.A.):** Regarding Real Property, including, but not limited to: (1) Right-Of-Way Acquisitions re: Expansion / Repair Project/s; and/or (2) Real Estate Purchase / Sale / Transfer / Trade / Offers to Purchase, Acquisition / Value / Donations of Real Property / Leases relative to Real Property, including, but not limited to, Potential Properties for Use by County / Public Facilities & Valuation of Current Property for Trade or Sale; Shrine Building and Garage Appraisal
3. **Section 551.074 of the Government Code (V.C.T.A.):** Regarding Personnel Matters including but not limited to: Personnel Review / Evaluation of Commissioners Court Appointed Department Heads; Incentive Pay; Personnel Matters Identified in any Open Session Item if Necessary, and related matters
4. **Section 551.076 of the Government Code (V.C.T.A.):** Deliberations regarding Security Devices or Security Audits
5. **Section 551.087 of the Government Code (V.C.T.A.):** Regarding Economic Development Negotiations including, but not limited to (1) Discussion of Commercial / Financial Information Received from a Business Prospect/s; (2) Pending Negotiations / Potential Prospects and Projects; and/or (3) Discussion re: Offers of Financial or Other Incentives to Business Prospect/s

G. Adjourn.

Signed this 5th day of April, 2018


SCOTT M. FELTON, County Judge

STATE OF TEXAS *
COUNTY OF MCLENNAN *

I, J.A. "ANDY" HARWELL, County Clerk, and the Ex-Officio Clerk to the Commissioners Court, hereby certify that the above and foregoing is a true and correct copy of a NOTICE OF MEETING posted by me at the Courthouse door in Waco, McLennan County, Texas, where notices are customarily posted this 5th day of April, 2018.

Witness my hand and seal of office at Waco, McLennan County, Texas the 5th day of April, 2018 at 10:10 o'clock a.m.



J. A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

BY: Myrcetez Gowan (Deputy)

Notice: Persons with disabilities in need of auxiliary aide or services may contact the County Judge's Office, (254) 757-5049, prior to the meeting date

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: APR 10 2018

By Myrcetez Gowan DEPUTY

NOTICE OF MEETING OF THE MCLENNAN COUNTY COMMISSIONERS COURT

NOTICE IS HEREBY GIVEN in accordance with the Government Code, Chapter 551, (known as the Open Meetings Act), as amended, that a special meeting of Commissioners' Court, the governing body of McLennan County, will be held on **Tuesday, the 10th day of April, 2018 at 10:00 o'clock a.m.** in the Commissioners Courtroom, First Floor, West Wing, of the McLennan County Courthouse in the City of Waco, Texas, at which time **the following SUPPLEMENT to the AGENDA** previously posted on April 5, 2018 **will be considered:**

SUPPLEMENTAL AGENDA

- A. Proof of posting of notice** in accordance with the provisions of Chapter 551.041, Government Code, as amended, known as the Open Meetings Act.
- B. Budget, Budget Amendments/Transfers/Changes, Additional Revenue Certifications, Expenditure Requests:**
 - 1. Road and Bridge, Precinct 2: Authorize Purchases of Diesel Fuel to not Exceed \$10,000 Per Purchase

Signed this the 6th day of April, 2018



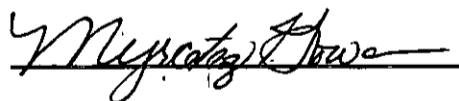
SCOTT M. FELTON, County Judge

THE STATE OF TEXAS *
COUNTY OF MCLENNAN *

I, J. A. "ANDY" HARWELL, County Clerk, and the Ex-Officio Clerk to the Commissioners Court, hereby certify that the above and foregoing is a true and correct copy of a **SUPPLEMENTAL NOTICE OF MEETING** posted by me at the Courthouse door in Waco, McLennan County, Texas, where notices are customarily posted, on this the 6th day of April, 2018

Witness my hand and seal of office at Waco, McLennan County, Texas, on this the 6th day of April, 2018 at 3:15 o'clock p.m.

(SEAL) J. A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

BY:  (Deputy)

NOTICE: Persons with disabilities who plan to attend the meeting and who may need auxiliary aids or services are requested to contact the Office of the County Judge at (254) 757-5049 prior to the meeting date.

JA "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: APR 10 2018

Myrcetez Gowan DEPUTY

AGENDA: APRIL 10, 2018

B. Moment of Silence / Invocation and Pledge

CD-471, 10:00

County Judge Felton stated that at this time we will have a moment of silence. County Judge Felton then stated that we will now have the Pledge of Allegiance.

AGENDA: APRIL 10, 2018

C. Public Comments

Mr. Eric Schaeffer

CD-472, 10:04

County Judge Felton opened the floor to anyone present who wished to address the Court on County business matters. Mr. Eric Schaeffer addressed the Court regarding the Extraco Events Center. Not hearing anyone else speak, County Judge Felton closed the hearing.

AGENDA: APRIL 10, 2018

D. McLennan County Venue Project

1. Consideration and Approval of an Order by the Commissioners Court of McLennan County, Texas, Authorizing the Issuance of McLennan County, Texas Venue Project Revenue Bonds (Combined Venue Tax), Series 2018 in the Aggregate Principal Amount of \$31,500,000; Providing the Terms and Conditions of Such Bonds and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale, and Delivery of Such Bonds; Authorizing the Execution of a Paying Agent/Registrar Agreement and a Purchase and Investment Letter; Complying with the Requirements of the Depository Trust Company; Enacting Other Provisions Incident and Related to the Subject and Purpose of this Order; Authorizing Certain Members of the Commissioners Court and County Staff to Execute Certain Documents relating to the Sale of the Bonds; Authorizing the Execution of any Necessary Engagement Agreements with the County's Financial Advisors and/or Bond Counsel; and Providing an Effective Date

Approved

CD-471, 10:04

ORDER APPROVING:

CONSIDERATION AND APPROVAL OF AN ORDER BY THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS, AUTHORIZING THE ISSUANCE OF MCLENNAN COUNTY, TEXAS VENUE PROJECT REVENUE BONDS (COMBINED VENUE TAX), SERIES 2018 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$31,500,000; PROVIDING THE TERMS AND CONDITIONS OF SUCH BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SUCH BONDS; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; COMPLYING WITH THE REQUIREMENTS OF THE DEPOSITORY TRUST COMPANY; ENACTING OTHER PROVISIONS INCIDENT AND RELATED TO THE SUBJECT AND PURPOSE OF THIS ORDER; AUTHORIZING CERTAIN MEMBERS OF THE COMMISSIONERS COURT AND COUNTY STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENTS WITH THE COUNTY'S FINANCIAL ADVISORS AND/OR BOND COUNSEL; AND PROVIDING AN EFFECTIVE DATE

On this the 10 day of April, 2018, came on for consideration the matter of Consideration and Approval of an Order by the Commissioners Court of McLennan County, Texas, Authorizing the Issuance of McLennan County, Texas Venue Project Revenue Bonds (Combined Venue Tax), Series 2018 in the Aggregate Principal Amount of \$31,500,000; Providing the Terms and Conditions of Such Bonds and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale, and Delivery of Such Bonds; Authorizing the Execution of a Paying Agent/Registrar Agreement and a Purchase and Investment Letter; Complying with the Requirements of the Depository Trust Company; Enacting Other Provisions Incident and Related to the Subject and Purpose of this Order; Authorizing Certain Members of the Commissioners Court and County Staff to Execute Certain Documents relating to the Sale of the Bonds; Authorizing the Execution of any Necessary Engagement Agreements with the County's Financial Advisors and/or Bond Counsel; and Providing an Effective Date. After discussion, Commissioner Jones made a motion to approve Consideration and Approval of an Order by the Commissioners Court of McLennan County, Texas, Authorizing the Issuance of McLennan County, Texas Venue Project Revenue Bonds (Combined Venue Tax), Series 2018 in the Aggregate Principal Amount of \$31,500,000 to Cross Bank at a cost of 2.219 percent and it was seconded by Commissioner Perry. After further discussion, vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

ORDER APPROVING:

CONSIDERATION AND APPROVAL OF AN ORDER BY THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS, AUTHORIZING THE ISSUANCE OF MCLENNAN COUNTY, TEXAS VENUE PROJECT REVENUE BONDS (COMBINED VENUE TAX), SERIES 2018 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$31,500,000; PROVIDING THE TERMS AND CONDITIONS OF SUCH BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SUCH BONDS; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; COMPLYING WITH THE REQUIREMENTS OF THE DEPOSITORY TRUST COMPANY; ENACTING OTHER PROVISIONS INCIDENT AND RELATED TO THE SUBJECT AND PURPOSE OF THIS ORDER; AUTHORIZING CERTAIN MEMBERS OF THE COMMISSIONERS COURT AND COUNTY STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENTS WITH THE COUNTY'S FINANCIAL ADVISORS AND/OR BOND COUNSEL; AND PROVIDING AN EFFECTIVE DATE

On this the 10 day of April, 2018, came on for consideration the matter of Consideration and Approval of an Order by the Commissioners Court of McLennan County, Texas, Authorizing the Issuance of McLennan County, Texas Venue Project Revenue Bonds (Combined Venue Tax), Series 2018 in the Aggregate Principal Amount of \$31,500,000; Providing the Terms and Conditions of Such Bonds and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale, and Delivery of Such Bonds; Authorizing the Execution of a Paying Agent/Registrar Agreement and a Purchase and Investment Letter; Complying with the Requirements of the Depository Trust Company; Enacting Other Provisions Incident and Related to the Subject and Purpose of this Order; Authorizing Certain Members of the Commissioners Court and County Staff to Execute Certain Documents relating to the Sale of the Bonds; Authorizing the Execution of any Necessary Engagement Agreements with the County's Financial Advisors and/or Bond Counsel; and Providing an Effective Date. After discussion, Commissioner Snell made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

AGENDA: APRIL 10, 2018

**E. Contracts, Interlocal Agreements, and Memorandums of Understanding:
Purchase, Lease, or Acquisition of Goods, Equipment or Services,
Including any Financing Thereof:**

- | | |
|--|-----------------|
| 1. Authorization of Professional Services Agreement and related Geotechnical Investigation Proposal with Langerman Foster Engineering Company (re: McGregor JP Office Addition / Proposal No. GEO18-035) | Approved |
| 2. Authorization of Agreement and related Proposal for Professional Surveying and Civil Engineering Services with Walker Partners, LLC (re: Chapel Road Improvements / Project No. 1-02750.01) | Approved |

CD-471, 10:38

ORDER APPROVING:

**AUTHORIZATION OF PROFESSIONAL SERVICES AGREEMENT
AND RELATED GEOTECHNICAL INVESTIGATION PROPOSAL
WITH LANGERMAN FOSTER ENGINEERING COMPANY
(RE: MCGREGOR JP OFFICE ADDITION / PROPOSAL
NO. GEO18-035)**

On this the 10 day of April, 2018, came on for consideration the matter of Authorization of Professional Services Agreement and related Geotechnical Investigation Proposal with Langerman Foster Engineering Company (re: McGregor JP Office Addition / Proposal No. GEO18-035). After discussion, Commissioner Perry made a motion to approve E. 1. and it was seconded simultaneously by Commissioner Jones and Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



April 5, 2018

McLennan County
501 Washington Avenue, Room 214
Waco, Texas 76701

Attention: Honorable Scott M. Felton
McLennan County Judge

Reference: Geotechnical Investigation Proposal (Revised)
McGregor JP Office Addition
McGregor, Texas
LFE Proposal No. GEO18-035R2

Dear Judge Felton:

I am pleased to present this proposal for geotechnical services for a new Addition and Parking Lot Expansion for the JP Office Building in McGregor. It is a former Extraco Bank Building. The scope of services and costs summarized in this proposal are based on information that Bruce Thacker, AIA emailed to our office, as well our telephone discussions with Jim Winton, P.E.

Project Details

The project consists of a new Addition that will be connected to an existing building at 415 N Johnson Drive. The addition will be about 1,200 square feet. New pavement will also be constructed.

We expect the site geology will consist of clay soils to depths of roughly 5 to 10 feet, followed by limestone bedrock. With the above in mind, a total of three borings will be drilled for subsurface exploration, as shown in Table 1.

TABLE 1: BORING DEPTH	
Structure	Boring
Structure Addition	1@20-ft
Pavement	2@5-ft

Underground Utilities

We will contact the Texas 811 system for utility locations; however, be aware that the Texas 811 system only locates buried utilities within existing public easements and right-of-ways. All private on-site utilities such as irrigation lines, fire lines, electric lines, gas lines, and any other underground features (if any) must be located by the Owner. We can provide the name of a private utility locator that the Owner can retain directly for these services, if needed.

Laboratory Testing and Engineering Report

Upon completion of our field exploration, laboratory tests will be conducted in order to evaluate the classification, strength, and volume change potential of the predominant subsurface materials observed in the borings. The results of the field operations and lab tests will be evaluated by a Texas Licensed Professional Engineer specializing in *geotechnical engineering* analysis. Engineering evaluation and recommendations will be limited to providing the following services:

1. Description of field operations and laboratory tests;
2. Description of subsurface materials and conditions including boring logs;
3. Short-term groundwater observations during drilling operations;
4. Geotechnical foundation design criteria as follows:
 - Volume change estimates of expansive soils (Potential Vertical Rise)
 - Suitable foundation types and depths
 - Allowable bearing values
 - Geotechnical seismic criteria
5. Pavement thickness designs;
6. General earthwork and construction criteria including geotechnical material specifications.

Authorization

The services described in this proposal will be performed for a **lump sum cost of \$4,850**. LANGERMAN FOSTER will perform only those services outlined above; however, CLIENT and LANGERMAN FOSTER may subsequently agree in writing to provide additional services rendered under this AGREEMENT for additional, negotiated compensation. The above cost also assumes easy truck access to the boring locations.

If this proposal is acceptable, please sign and date the attached PROFESSIONAL SERVICES AGREEMENT and return one set via email or fax for our files. We look forward to working with you on this project. We are prepared to put the project on our drilling schedule with verbal approval of this contract pending a signature. Please call me if you have any questions.

Best Regards,

LANGERMAN FOSTER ENGINEERING COMPANY
Texas Registered Engineering Firm No. F-13144



Joe L. Dickinson, E.I.T.
Graduate Engineer

Attachment: Professional Services Agreement

Professional Services Agreement – Revised Specifically for McLennan County

This agreement is between Langerman Foster Engineering Company, LLC (hereafter termed CONSULTANT) and McLennan County (hereafter termed CLIENT). CLIENT employs CONSULTANT to provide engineering and related services in connection with the CLIENT's project, described as follows and hereinafter referred to as THE PROJECT.

Project Description:

McGregor JP Office Addition as described in LFE Proposal No. GEO 18-035R2 Dated April 5, 2018

Services shall be provided in general accordance with the accompanying proposal, which is part of this Agreement.

1.0 SERVICES. CONSULTANT WILL:

- 1.1 Endeavor to act for CLIENT using that degree of care and skill (standard of care) ordinarily exercised by competent engineering consultants practicing in the same or similar locality of THE PROJECT site.
- 1.2 Perform the proposed services under the general direction of a licensed Professional Engineer.
- 1.3 Provide written reports in electronic format only. Additional hardcopy reports may be provided upon request at negotiated cost.
- 1.4 Retain pertinent records relating to the services performed for five years following submission of the report, during which period the records can be made available upon request to CLIENT during normal office hours.
- 1.5 Be responsible for the safe conduct only of CONSULTANT's employees on the site, but not for the safe conduct or safety of any others.
- 1.6 Retain samples for a period of no longer than 30 days after issuing any document that includes the data obtained from the samples.
- 1.7 Contact the Texas 811 system for utility locations; however, be aware that the Texas 811 system only locates buried utilities within existing public easements and right-of-ways. All private on-site utilities such as irrigation lines, fire lines, electric lines, gas lines, and any other underground features (if any) must be located at the site and clearly marked by CLIENT. We can provide names of private utility locaters that CLIENT can retain directly for these services. CONSULTANT will not be responsible for damages to any underground utilities that are not located and clearly marked at the site by CLIENT.

2.0 CLIENT'S RESPONSIBILITIES. CLIENT WILL:

- 2.1 Provide CONSULTANT full information regarding the project for the proper performance of CONSULTANT, including hardcopies or electronic copies of the most recent plans and specifications, addenda, change orders, and other such information.
- 2.2 Furnish right of entry onto THE PROJECT site for CONSULTANT or CONSULTANT'S representatives to provide CONSULTANT'S services.
- 2.3 Inform the CONSULTANT of the presence or suspected presence of hazardous materials, agreeing to the conditions set forth in 7.1 through 7.4 herein.
- 2.4 Promptly inform CONSULTANT of any actual or suspected defects in CONSULTANT'S services, to help CONSULTANT take corrective measures that in CONSULTANT'S opinion will help minimize the consequences of any such defect.
- 2.5 Use the research methods agreed to by the American Society of Civil Engineers, American Institute of Architects, and others as published in the document Recommended Practice for Design Professionals Engages as Experts in the Resolution of Construction Industry Disputes to define the Standard of Care referenced in 1.1.
- 2.6 Be responsible for jobsite safety, except CONSULTANT shall be responsible for safety of CONSULTANT'S employees.
- 2.7 Be responsible for all permits and approvals necessary for CONSULTANT'S services, unless CONSULTANT assumes this responsibility in the Proposal.

3.0 GENERAL CONDITIONS:

- 3.1 By the performance of the herein described services, CONSULTANT does not in any way assume, change, or abrogate any of those duties, responsibilities or authorities with regard to THE PROJECT customarily vested in THE PROJECT architects, design engineers, or other design agencies or authorities.
- 3.2 CONSULTANT is not responsible for acts or omissions of other parties involved in THE PROJECT or the failure of any contractor or subcontractor to construct any item of THE PROJECT in accordance with the CONSULTANT'S recommendations.

- 3.3 This Agreement may be terminated by either party upon receipt of written notice by the other party or by mutual agreement. CONSULTANT shall be paid in full for services performed to the termination date, including services required to properly terminate CONSULTANT's project involvement. CLIENT can be provided, upon request and for appropriate compensation, a report of services completed prior to termination.
- 3.4 Neither CLIENT nor CONSULTANT may transfer duties or interest in the Agreement without the written consent of the other party.
- 3.5 If during the course of the performance of this agreement, conditions or circumstances are discovered, which were not contemplated by CONSULTANT at the commencement of this agreement, CONSULTANT shall notify CLIENT of the newly discovered conditions or circumstances and CLIENT and CONSULTANT shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, CONSULTANT may terminate this Agreement and CONSULTANT shall be paid for its services through the date of termination.
- 3.6 Neither party shall be liable for failure to fulfill its obligations if affected by causes beyond its control, such as Force Majeure. Force Majeure includes, but is not limited to, acts of God; acts of legislative, administrative, or judicial entity; acts of CLIENT'S separate contractors and consultants; wars; fires; floods; labor disturbances; and unusually severe or unanticipated weather.

4.0 CONSIDERATIONS FOR GEOTECHNICAL ENGINEERING SERVICES:

- 4.1 CLIENT shall provide CONSULTANT full information regarding the structure(s) to be constructed on THE PROJECT site, magnitudes and configurations of foundation loads, permissible settlements, planned cuts and fills, proximity to adjacent structures, and other information for the proper performance of CONSULTANT.
- 4.2 Be aware that heavy equipment will likely be used to conduct the field operations and that such equipment use generally results in some alteration of existing conditions. CLIENT agrees to hold harmless CONSULTANT for such alteration to Client's own property, and to property upon which CONSULTANT was required or directed to access by the CLIENT and/or his authorized representatives for this project. CONSULTANT will attempt to limit such alteration but will not restore the site to its original condition unless a separate agreement is made for such restoration at additional cost prior to such alteration.
- 4.3 LFE shall call 811 and shall coordinate with county personnel regarding utility locations. LFE is not responsible for damage to utilities when drilling at an approved location.
- 4.4 LFE does not provide environmental services, and is not responsible for environmental issues. LFE does not know whether environmental services may be appropriate or required for this project. Client should engage an environmental professional to evaluate whether such services are appropriate and/or necessary, and to provide such services when so deemed.

5.0 INSURANCE AND LIMITATION OF LIABILITY:

- 5.1 CONSULTANT shall have insurance to protect CONSULTANT from claims against CONSULTANT for accidental bodily injury, death or property damage as may arise from the performance of services made under this agreement. CONSULTANT will provide proof of such insurance to CLIENT upon CLIENT's request.
- 5.2 To the fullest extent permitted by law, the total liability of CONSULTANT arising out of or related to this Agreement, whether based in contract or tort, shall be limited to \$50,000 or the amount of compensation received for services, whichever is greater. This limitation of liability shall apply to any and all claims, no matter how pleaded, including but not limited to, claims for errors and omissions, breach of contract, negligence, or breach of fiduciary duty and applies to all phases of services performed under this Agreement. Greater amounts of coverage can be provided at additional cost to be negotiated with the CLIENT and agreed to in writing. CLIENT agrees this limitation of liability extends to those individuals and organizations CONSULTANT retains for execution of its services, including CONSULTANT's officers, employees, their heirs and assigns, agents, subconsultants, and subcontractors.
- 5.3 CLIENT agrees that any claim for damages filed against CONSULTANT will be filed solely against CONSULTANT or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part.
- 5.4 Neither party shall be responsible to the other for any special, incidental, indirect, exemplary, punitive, penal, nor consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party.

6.0 CONFIDENTIALITY:

- 6.1 All reports and/or information derived as part of CONSULTANT's services shall be the joint property of the CLIENT and the CONSULTANT.
- 6.2 The CONSULTANT agrees to consider all reports confidential, and will distribute reports only to those persons or entities so directed by the CLIENT with the exceptions noted in Article 6.3 and 6.4.

- 6.3 Any information derived as part of CONSULTANT's services may be released to government authorities when a public safety hazard is perceived to exist, when required by law, and to the necessary parties when CONSULTANT must protect itself from civil claims.
- 6.4 Information obtained from CONSULTANT's services may be used by CONSULTANT for technical studies and presentations intended to advance the art and science of engineering, while preserving CLIENT confidentiality.
- 6.5 The CONSULTANT's reports, findings, and recommendations are for the CLIENT'S sole use and shall not be transferred or sold to others without the knowledge and consent of the CONSULTANT.

7.0 UNANTICIPATED HAZARDOUS MATERIALS AND CONDITIONS:

- 7.1 The CLIENT understands that hazardous materials or conditions on or beneath the surface of a site create extraordinary risks for CONSULTANT including the need for precautions to protect the health and safety of its personnel and to comply with applicable laws and regulations.
- 7.2 CLIENT agrees that the notification to CONSULTANT of known or the discovery by CONSULTANT of unanticipated, hazardous materials or conditions constitutes a changed condition mandating a renegotiation of the scope of work for THE PROJECT or termination of services.
- 7.3 The discovery of unanticipated hazardous materials or conditions may result in a significant reduction of the CLIENT's property value or the OWNER's value if THE PROJECT site is owned by others. Since the CONSULTANT is in no way responsible for the presence of these unanticipated materials or conditions, CLIENT agrees to waive any claim against CONSULTANT and agrees to defend, indemnify, and hold harmless CONSULTANT from any claim or liability for injury, loss, or damages arising from the referenced discovery.

8.0 PAYMENT:

- 8.1 Invoices will be provided in electronic format based on the proposal and/or attached fee schedule. Invoices will be presented at the project completion or monthly and are due in full upon receipt. Invoices are past due net 15 days. CONSULTANT shall be notified within 15 days of receiving an invoice if CLIENT disputes the invoice, but CLIENT shall pay the portion of the invoice that is not in dispute within the usual time frame. CLIENT agrees to pay CONSULTANT late charges of one and one-half (1½) percent per month, or up to the legal limit if less, on the unpaid balance.
- 8.2 CLIENT agrees that invoices will be paid without requiring any other signings, documents, or representations except for the reports stated in Article 1.3, unless agreed to in writing prior to CONSULTANT providing services.
- 8.3 CLIENT agrees to pay CONSULTANT regardless of whether CLIENT is expecting, has received, or has not received payment from others for the Project.

9.0 EXTENT OF AGREEMENT AND APPLICABLE LAW:

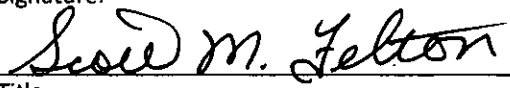
- 9.1 The Agreement, including these terms and conditions, represents the entire agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations, or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and CONSULTANT.
- 9.2 The Agreement shall be governed by the laws of the State of Texas. Any disputes arising from this agreement shall be performed in McLennan County, Texas and the CLIENT agrees to waive the right to sue elsewhere.
- 9.3 If any part of this Agreement is deemed invalid in a court of law or otherwise, all remaining parts shall remain in force.
- 9.4 Unless previously accepted in writing, this Agreement is withdrawn automatically on the 30th day after issue, but may be accepted thereafter by CONSULTANT at its discretion.




This agreement is entered into by the undersigned on behalf of the company noted, or in the case of a CLIENT who is an individual, then by the signature of that individual. When signing for a company, the person signing below attests that they are authorized to act on behalf of that Company.

CLIENT: MCLENNAN COUNTY, TEXAS

PROJECT: MCGREGOR JP OFFICE ADDITION, LFE PROPOSAL NO. GEO18-035R2

Client Representative Name and Phone: Honorable Scott M. Felton Ph: 254/757-5049	
Signature: 	Date: 4/10/18
Title: McLennan County Judge	
Client Company Name (full legal name): McLennan County, Texas	
Email Address for Receiving Reports, Invoices, and other Communications: BThacker@CPYI.com (Architect Bruce Thacker, AIA at CP&Y)	
Physical Address: 501 Washington Avenue, Room 214, Waco, Texas 76701	

CONSULTANT: LANGERMAN FOSTER ENGINEERING COMPANY, LLC

Printed Name: Joe L. Dickinson, E.I.T.	
Signature: 	Date: 5 April 2018
Title: Graduate Engineer	

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: APR 10 2018

By Myrcetez Gowan DEPI

ORDER APPROVING:

**AUTHORIZATION OF AGREEMENT AND RELATED PROPOSAL FOR
PROFESSIONAL SURVEYING AND CIVIL ENGINEERING SERVICES
WITH WALKER PARTNERS, LLC (RE: CHAPEL ROAD
IMPROVEMENTS / PROJECT NO. 1-02750.01)**

On this the 10 day of April, 2018, came on for consideration the matter of Authorization of Agreement and related Proposal for Professional Surveying and Civil Engineering Services with Walker Partners, LLC (re: Chapel Road Improvements / Project No. 1-02750.01). After discussion, Commissioner Perry made a motion to approve E. 2. and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

The Court went to the Supplemental Agenda.

SUPPLEMENTAL AGENDA: APRIL 10, 2018

A. Proof of posting of notice in accordance with the provisions of Chapter 551.041, Government Code, as amended, known as the Open Meetings Act

B. Human Resources / Salary Matters (Payroll Status Forms or Changes):

- | | |
|--|-----------------------------------|
| 1. Road and Bridge, Precinct 2: Authorize Purchases of Diesel Fuel to not Exceed \$10,000 Per Purchase | Pulled—No
Action Taken |
|--|-----------------------------------|

CD-471, 10:41

PULLED AND NO ACTION TAKEN:

**AUTHORIZE PURCHASES OF DIESEL FUEL TO NOT
EXCEED \$10,000 PER PURCHASE:**

ROAD AND BRIDGE, PRECINCT 2

On this the 10 day of April, 2018, came on for consideration the matter Road and Bridge, Precinct 2: Authorize Purchases of Diesel Fuel to not Exceed \$10,000 Per Purchase. Judge Felton directed the Clerk to show item as pulled and no action taken. No Action Taken.

ORDER ADJOURNING SPECIAL SESSION

On this the 10 day of April, 2018, at 10:45 o'clock a.m. County Judge Scott Felton announced that the meeting of April 10, 2018 is adjourned.

APPROVAL OF MINUTES

The above and foregoing minutes having been read in open Court and found to be correct, the same are hereby, approved this the _____ day of _____, 2018.

**Kelly Snell,
Commissioner Precinct 1**

**Lester Gibson,
Commissioner Precinct 2**

**Will Jones,
Commissioner Precinct 3**

**Ben Perry,
Commissioner Precinct 4**

**Scott M. Felton,
County Judge**

**ATTEST: J. A. "Andy" Harwell,
McLennan County Clerk**

By _____ **Deputy County Clerk**
Myrce'tez Gowan