

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 24th day of July, 2018 at 9:00 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. In addition, notice is hereby given that this July 24, 2018 meeting may be **recessed and reconvened on Wednesday, the 25th day of July, 2018 at 1:30 p.m.** at the same location, to complete discussion and action on the agenda items set forth below, including the Budget Work Session, unless the meeting of July 24, 2018 is adjourned by decision of the Commissioners Court.

AGENDA

- A. Proof of Posting of Notice**
- B. Moment of Silence / Invocation and Pledge**
- C. Public Comments**
- D. Bids, RFP's, RFQ's, Quotations for Goods and Services:**
 - 1. Authorization of Phone Equipment Quotes: A&A Technology Group, Inc. and shi Government Solutions (re: Road & Bridge, Precinct 1 and Justice of the Peace, Precinct 4)
- E. Contracts, Interlocal Agreements, and Memorandums of Understanding; Purchase, Lease, or Acquisition of Goods, Equipment or Services, including any Financing Thereof:**
 - 1. Consideration and Action on Professional Geotechnical Services Agreement with Langerman Foster Engineering Company (re: McLennan County Venue Project—Part/Area A)
 - 2. Authorization of Interlocal Cooperative Agreement with the City of Moody (re: Road Work)
 - 3. Consideration and Approval of Joint First Addendum to Architectural and Construction Management Agreements (re: McLennan County/Heart of Texas Fair Area Venue Project)
- F. Budget, Budget Amendments/Transfers/Changes, Additional Revenue Certifications, Expenditure Requests:**
 - 1. Discussion and/or Action regarding Matter Relative to the FY 19 Budget / 2018 Tax Rate, including, but not limited to, Budget Policies, Priorities, Timelines, Updates from County Auditor and/or Budget Work Sessions, as needed
- G. 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; Tradinghouse Park; Venue Project Property
 - 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
- H. Adjourn**

Signed this 19th day of July, 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 19th day of July, 2018.

Witness my hand and seal of office at Waco, McLennan County, Texas the 19th day of July, 2018 at 2:30 o'clock p.m.

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

BY:  (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: JUL 24 2018

By Myrcetez Gowari DEPUTY

AGENDA: JULY 24, 2018

B. Moment of Silence / Invocation and Pledge

CD-485, 9:01

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: JULY 24, 2018

C. Public Comments

CD-485, 9:02

County Judge Felton opened the floor to anyone present who wished to address the Court on County business matters. Not hearing anyone speak, County Judge Felton closed the hearing.

AGENDA: JULY 24, 2018

D. Bids, RFP's, RFQ's Quotations for Goods and Services:

1. Authorization of Phone Equipment Quotes: A&A Technology Group, Inc. and shi Government Solutions (re: Road & Bridge, Precinct 1 and Justice of the Peace, Precinct 4)

Approved

CD-485, 9:02

ORDER APPROVING:

AUTHORIZATION OF PHONE EQUIPMENT QUOTES: A&A TECHNOLOGY GROUP, INC. AND SHI GOVERNMENT SOLUTIONS (RE: ROAD & BRIDGE, PRECINCT 1 AND JUSTICE OF THE PEACE, PRECINCT 4)

On this the 24 day of July, 2018, came on for consideration the matter of Authorization of Phone Equipment Quotes: A&A Technology Group, Inc. and shi Government Solutions (re: Road & Bridge, Precinct 1 and Justice of the Peace, Precinct 4). 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.

LISA FETSCH
DIRECTOR
INFORMATION TECHNOLOGY
MCLENNAN COUNTY



INFORMATION TECHNOLOGY DEPARTMENT
500 COLUMBUS
AVENUE
WACO, TEXAS 76701-1388

July 16, 2018

Re: VoIP Phone equipment purchases for Justice of the Peace, Precinct 4 and Road & Bridge, Precinct 1

To the Honorable Commissioners Court:

Information Technology is ready to purchase the equipment needed for the transition to our Mitel phone network in the Road and Bridge, Precinct 1 and Justice of the Peace, Precinct 4 offices. We have funds budgeted for this project under OTHER SERVICES in the Phone Department. However, the request for JP4 includes 4 additional phones not included in the original allocation, due to needs at the new JP4 location. We are able to absorb this expense in the project funding due to Justice of the Peace, Precinct 5 declining the offer to join the Mitel phone network. Phone switches will additionally need to be purchased for both locations using REPAIR & MAINTENANCE in the Phone Department. Quotes are attached from A&A Technology and SHI Government Solutions.

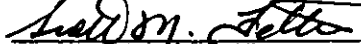
Road & Bridge, Precinct 1	
Phone & licensing	\$1,922 (A&A)
24-port PoE switch	\$ 537 (SHI)
Total	\$2,459

Justice of the Peace, Precinct 4	
Phone & licensing	\$3,844 (A&A)
48-port PoE switch	\$ 763 (SHI)
Total	\$4,607

NJPA pricing has been applied by A&A for a combined savings of \$3534 (\$235.60 ea). I am requesting Commissioner Court approval to spend \$1300 from REPAIR AND MAINTENANCE and \$5766 from OTHER SERVICES within the Telephone Department funds for these purchases.

Respectfully,


Lisa Fetsch

APPROVED BY COMMISSIONERS COURT
THIS 24 DAY OF JULY 20 18

COUNTY JUDGE

A & A Technology Group, Inc.

Phone: 512-327-3277
Fax: 512-452-5088
PO Box 82345
Austin, TX 78708-2345



A & A TECHNOLOGY
GROUP

Quote

No.: **9880**
Date: **7/16/2018**

Prepared for:
Marcella Shelton 254.757.5164
McLennan County Road & Bridge Pct. 1
1239 Enterprise
(I35 Service Road West)
Hewitt, TX 76643 U.S.A.

Prepared by: Kelly Miles
Account No.: 14911
Phone: 254.857.3138
Job: Add-On

Quantity	Item ID	Description	UOM	Sell	Total
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Customer Pricing per NJPA contract number 040314-MBS

This annotation MUST appear on the signed document returned to A & A Telecom Group be it Quote or McLennan County Purchase Order

Prices are an estimate, to be approved by Mitel subject to change per NJPA pricing.

5	50006767	Mitel 6920 IP Phone	EA	\$182.90	\$914.50
5	54004975	MiVoice Bus License - Enterprise User	EA	\$108.50	\$542.50
5	54004572	MBG Teleworker Service User x1	EA	\$93.00	\$465.00
JP4 415 N. Johnson Dr. MC Gregor Texas 76657					
10	50006767	Mitel 6920 IP Phone	EA	\$182.90	\$1,829.00
10	54004975	MiVoice Bus License - Enterprise User	EA	\$108.50	\$1,085.00
10	54004572	MBG Teleworker Service User x1	EA	\$93.00	\$930.00

Labor to be billed on time and materials if needed

Your Price:	\$5,766.00
Total:	\$5,766.00

Prices are firm until 8/15/2018 Terms: Due Upon Receipt

Prepared by: Kelly Miles, kmiles@aatg.net

Date: 7/16/2018

Accepted by: _____ **Date:** _____

Disclaimer

PURCHASE ORDER NUMBER _____

Upon acceptance of this quote, our Standard terms are Due Upon Receipt of invoice unless otherwise annotated in the terms field. Monies may be required with amounts or percentages due upon delivery of hardware and software and payment of the professional services upon cut-over.

I/we agree individually or corporately to be liable and pay all bills when rendered. I/we agree that if this account is not paid within terms of the invoice date, a 1.5 percent (1.5%) per month late charge will be computed and assessed on the unpaid balance of this account. If the balance of this account is not paid and A & A Telecom Group, Inc. deems it necessary to turn this account over to a collection agency,

Quote

No.: **9880**

Date: 7/16/2018

I/we agree to pay the fees charged by the collection agency for collecting these monies.

Warranty periods are 1 year from the date of invoice for all new equipment and 90 days from the date of invoice for used equipment.

Hi,

Below is the quote for the products you have requested. Please send all new requests to texas@shi.com.

If you have any questions regarding this quote, feel free to contact me at Jeff_Rosen@SHI.com.

Regards,
Jeff



Pricing Proposal

Quotation #:	15668546
Description:	Ubiquiti
Created On:	Jul-19-2018
Valid Until:	Jul-31-2018

County of MCLENNAN

Marcella Shelton
501 Washington Street
P.O. BOX 1728
Waco, TX 76703-1728
United States
Phone: 254-757-5153
Fax:
Email: Marcella.Shelton@co.mclennan.tx.us

Inside Account Manager

Jeff Rosen
1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Send PO to: Texas@shi.com
Phone: 800-870-6079 ext 8686150
Fax: (512)732-0232
Email: Jeff_Rosen@shi.com

[Click here to order this quote](#)

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Ubiquiti UniFi Switch US-24-500W - Switch - managed - 24 x 10/100/1000 (PoE+) + 2 x Gigabit SFP - rack-mountable - PoE+ Ubiquiti Networks - Part#: US-24-500W Contract Name: BuyBoard Contract #: 498-15	1	\$537.00	\$537.00
		Subtotal	\$537.00
		Shipping	\$0.00
		Total	\$537.00

Additional Comments

Ubiquiti has a no returns policy on any open products.

The Products offered under this proposal are subject to the [SHI Return Policy](#), unless there is an existing agreement between SHI and the Customer.



Pricing Proposal
Quotation #: 15576729
Created On: 6/28/2018
Valid Until: 7/27/2018

MCLENNAN COUNTY

Inside Account Manager

Robert Brown
214 N.FOURTH STREET
STE 100
WACO, TX 76701
United States
Phone: 2547575156
Fax:
Email: robert.brown@co.mclennan.tx.us

Jeff Rosen
1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Send PO to: Texas@shi.com
Phone: 800-870-6079 ext 8686150
Fax: (512)732-0232
Email: Jeff_Rosen@shi.com

[Click here to order this quote](#)

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Ubiquiti UniFi Switch US-48-500W - Switch - managed - 48 x 10/100/1000 (PoE+) + 2 x 10 Gigabit SFP+ + 2 x Gigabit SFP - rack-mountable - PoE+ Ubiquiti Networks - Part#: US-48-500W Contract Name: BuyBoard Contract #: 498-15	1	\$763.00	\$763.00
Subtotal			\$763.00
Shipping			\$0.00
Total			\$763.00

Additional Comments

Ubiquiti has a no returns policy on any open products.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/retumpolicy, unless there is an existing agreement between SHI and the Customer.

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

FILED: JUL 24 2018

By Myrcetez Gowan DEPUTY

AGENDA: JULY 24, 2017

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

1. Consideration and Action on Professional Geotechnical Services Agreement with Langerman Foster Engineering Company (re: McLennan County Venue Project—Part/Area A) **Approved**
2. Authorization of Interlocal Cooperative Agreement with the City of Moody (re: Road Work) **Approved
(See after
Item E. 3.)**
3. Consideration and Approval of Joint First Addendum to Architectural and Construction Management Agreements (re: McLennan County/Heart of Texas Fair Area Venue Project) **Approved
(See after
Item E. 1.)**

CD-485, 9:05

ORDER APPROVING:

**CONSIDERATION AND ACTION ON PROFESSIONAL GEOTECHNICAL SERVICES
AGREEMENT WITH LANGERMAN FOSTER ENGINEERING COMPANY (RE:
MCLENNAN COUNTY VENUE PROJECT—PART/AREA A)**

On this the 24 day of July, 2018, came on for consideration the matter of Consideration and Action on Professional Geotechnical Services Agreement with Langerman Foster Engineering Company (re: McLennan County Venue Project—Part/Area A). After discussion, Commissioner Perry made a motion to approve E. 1. 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.



**LANGERMAN FOSTER
ENGINEERING COMPANY**

July 18, 2018

McLennan County
501 Washington Avenue
Waco, Texas 76701

Attention: Mr. Dustin Chapman

Reference: Geotechnical Investigation Proposal
HOT Expo Venue
Waco, Texas
LFE Proposal No. GEO18-088R2

Dear Mr. Chapman:

I am pleased to present this proposal for geotechnical services for a new Expo Venue at the Heart of Texas Fairgrounds. The scope of services and costs summarized in this proposal are based on information supplied by Mr. Jacob Bell, P.E. with Walker Partners and Mr. Randy Braun, P.E. and Mr. Brian Lewis, P.E. with Walter P. Moore.

Project Details

The project consists of a new Expo Venue. The Venue will be a tall one-story structure with a foundation area of roughly 90,000 square feet. It will have a steel frame. We understand that about 10 feet of fill will be required to raise the grade under the northeast end of the building. A basement level is not planned. Preliminary column and wall loads are listed below, and were provided by Walter P. Moore.

- Preliminary Column Loads: 100 to 200 kips
- Preliminary Bearing Walls: 5 to 10 klf
- Floor loads were not provided, but we understand that forklifts and possibly trucks will access the floors.

Associated parking lots and driveways will also be constructed. There is a patchwork of existing pavement, but we understand that all of the new pavement will be complete rebuilds. A new entry road will also be constructed.

We expect the site geology will consist of clay soils to a depth of about 10 to 15 feet, followed by limestone bedrock. With the above in mind, a total of sixteen borings will be drilled for subsurface exploration, as shown in Table 1.

TABLE 1: BORING DEPTH	
Structure	Boring
Expo Venue	9@30-ft
Pavement	7@5-ft

The borings for the Expo Center will extend to a depth of about 30 feet. We anticipate that limestone bedrock will be encountered at roughly 10 to 15 feet, and the intent is drill at least 10 feet below the deepest pier foundation, which may be around 20 feet. We will core the limestone with an NX-size core barrel, and will perform strength testing on the retrieved limestone samples.

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
 - L-Pile values for laterally loaded piers
 - Recommendations for settlement monitoring during fill placement
 - Geotechnical seismic criteria
 - Modulus of subgrade reaction for the select fill
5. Lateral Earth Pressures for the Loading Dock and Site Retaining Walls;
6. Pavement thickness designs;
7. 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 \$19,100**. 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



Scott M. Langerman, P.E.
Principal / Geotechnical Engineer

Attachments: Professional Services Agreement
Exhibit A- McLennan County Supplemental Terms and Conditions

Professional Services Agreement

This agreement is between Langerman Foster Engineering Company, LLC (hereafter termed CONSULTANT) and the undersigned Company, or individual person if not a company (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:

HOT Expo Venue as described in LFE Proposal No. GEO 18-088R2 Dated July 18, 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. 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 CLIENT shall be responsible for locating buried utilities and other man-made objects, furnishing CONSULTANT with this information, approving the subsurface penetration locations with respect to such information, and for the consequences of such being damaged during CONSULTANT's subsurface investigations whenever the location of the damaged structures was not identified with sufficient accuracy for the CONSULTANT. Further, CLIENT agrees to protect and defend CONSULTANT from any claim or liability arising from such damage, including compensating CONSULTANT for time and expenses incurred in defense of such claim. Although CONSULTANT shall notify authorities as required by law before penetrating the ground to reduce the chance of encountering manmade objects below ground, and shall penetrate the ground only at locations indicated by others as free of man-made objects, subsurface objects may still be encountered and even damaged.
- 4.4 CLIENT understands that the education, experience, expertise, and capabilities of those who provide geotechnical engineering services and those who provide geo-environmental services differ significantly. Those involved with a geotechnical engineering project may not notice indications of environmental concerns, and if they do, they may not report them. Accordingly, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from CONSULTANT'S alleged failure to report or report fully on environmental issues in instruments of geotechnical services. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT'S prevailing fee schedule and expense reimbursement procedures. The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.

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 are and shall remain the property of 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.
- 7.4 CLIENT agrees to pay CONSULTANT for costs incurred by CONSULTANT related to encountering unanticipated hazardous materials and conditions.

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
PROJECT: HOT EXPO VENUE, LFE PROPOSAL NO. GEO18-088R2

Client Representative Name and Phone: Honorable Scott M. Felton Ph: 254/757-5049	
Signature: <i>Scott M. Felton</i>	Date: 7/24/18
Title: McLennan County Judge	
Client Company Name (full legal name): McLennan County, Texas	
Email Address for Receiving Reports, Invoices, and other Communications: dustin.chapman@co.mclennan.tx.us with copy to mdixon@haleytolson.com	
Physical Address: 501 Washington Avenue, Room 214, Waco, Texas 76701	

CONSULTANT: LANGERMAN FOSTER ENGINEERING COMPANY, LLC

Printed Name: Scott Langerman, P.E.	
Signature: <i>Scott Langerman</i>	Date: 18 July 2018
Title: Principal	

EXHIBIT A: MCLENNAN COUNTY SUPPLEMENTAL TERMS AND CONDITIONS

These Supplemental Terms and Conditions supplement, supersede, replace and amend the Terms and Conditions of the Agreement to the extent of any conflict or where the matter is not addressed.

1. Any purported indemnification by the Client is deleted and rejected. Client does not agree to indemnify and hold harmless CONSULTANT from liability or damages regardless of the underlying cause. Client *will be responsible* for the actual costs incurred by the CONSULTANT if it encounters unanticipated hazardous materials.
2. Any provision of the Agreement purporting to set a time bar, contractual limitations period, or accrual date for claims is deleted and not accepted.
3. Any provision purporting to limit damages payable by CONSULTANT to Client to what CONSULTANT has been paid or to insurance proceeds are not accepted and shall not apply.
4. Any insurance requirements of Owner are deleted.
5. All policies of insurance maintained by CONSULTANT shall contain a waiver of subrogation endorsement in favor of the Client.
6. Client shall be included as an additional insured on CONSULTANT's GCL and Auto policies.

Scott Langerman CONSULTANT

Scott M. Felton Client
SCOTT M. FELTON, COUNTY JUDGE

Date: July 18, 2018

Date: 7/24/18

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

FILED: JUL 24 2018

By Myrcetez Gowan DEPUTY

The Court went to Item E. 3. Consideration and Approval of Joint First Addendum to Architectural and Construction Management Agreements (re: McLennan County/Heart of Texas Fair Area Venue Project).

ORDER APPROVING:

**CONSIDERATION AND APPROVAL OF JOINT FIRST ADDENDUM TO
ARCHITECTURAL AND CONSTRUCTION MANAGEMENT AGREEMENTS
(RE: MCLENNAN COUNTY/HEART OF TEXAS FAIR AREA
VENUE PROJECT)**

On this the 24 day of July, 2018, came on for consideration the matter of Consideration and Approval of Joint First Addendum to Architectural and Construction Management Agreements (re: McLennan County/Heart of Texas Fair Area Venue Project). After discussion, Commissioner Jones made a motion to approve E. 3. and it was seconded by Commissioner Perry. 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.

JOINT FIRST ADDENDUM TO ARCHITECTURAL AND ENGINEERING AGREEMENT AND CONSTRUCTION MANAGEMENT-AT-RISK AGREEMENT FOR THE MCLENNAN COUNTY/HEART OF TEXAS FAIR AREA VENUE PROJECT

This Joint First Addendum to Architectural and Engineering Agreement and Construction Management-at-Risk Agreement for the McLennan County/Heart of Texas Fair Area Venue Project (hereinafter "First Addendum") is entered into by and between McLennan County, Texas ("Owner"), POPULOUS, Inc. ("Project Architect"), and John W. Erwin, General Contractor, Inc. ("CMR"), and is effective on the date signed by the County Judge.

WHEREAS, the Owner entered into that Agreement for Architectural and Engineering Services (for Phase 1) with the Project Architect for the Project; and

WHEREAS, the Owner entered into that Construction Manager-at-Risk Agreement (for Phase 1) with the CMR for the Project; and

WHEREAS, the two agreements mirror one-another as to the processes to be followed and the establishment of Phase 1 and Phase 2 services; and

WHEREAS, the dynamics of the Project require an addendum to the agreements to create more flexibility to move forward on Project Subcomponents that can begin, essentially creating Project Subcomponent-specific phasing where necessary; and

WHEREAS, these changes are necessary to move the Project forward, get long lead-time materials ordered, and lock in pricing on certain market-sensitive materials.

NOW, THEREFORE, this First Addendum is entered into, and shall amend both the Architectural and CMR Agreements ("the Agreements").

1. Area/Part A and the Exposition Center. The Exposition Center is to be located within Area/Part A as shown on Exhibit "A" attached hereto and incorporated herein. The overall Project site has been divided into three areas: A, B, and C. Due to uncertainty as to the ability to obtain certain land in Areas B and C, the Project Subcomponents for those areas cannot proceed at this time. However, Area A is owned by the Owner, and therefore the Exposition Center Project Subcomponent may proceed. It is important for the Project to begin, and therefore the Owner desires to separately proceed with Phase 1 for the Exposition Center Project Subcomponent.

2. Flexibility. To accomplish the foregoing and obtain other benefits, the Agreements need to be amended to allow more flexibility in how the Exposition Center Subcomponent is pursued. Specifically:

- a) The Exposition Center shall proceed with its own Project Subcomponent-specific phasing. The Phase 1 and Phase 2 procedures in the Agreements shall still apply, but the Exposition Center Project Subcomponent shall be allowed to proceed with the phases ahead of, and separately from the other Project Subcomponents;
- b) Phase 1 will proceed immediately as to the Exposition Center;
- c) When Phase 2 is reached (after 50% Design Development Document completion, the Full Project Concept Estimate specific to the Exposition Center, and any adjustments to the Exposition Center scope) an Exposition Center-specific GMP will be proposed by the CMR as part of Phase 2 services, and the processes as set out in the Agreements shall take place but shall be specific as to the Exposition Center. If an agreement for a Phase 2 Addendum is reached between the Owner and the CMR, it shall be specific as to the Exposition Center. If an agreed GMP for the Exposition Center cannot be reached between the CMR and Owner, the Phase 2 Addendum shall terminate;
- d) Certain matters that would normally be part of Phase 2 will be allowed to take place as part of Phase 1 to assure timely delivery of long lead-time materials and to lock in advantageous pricing on certain market-sensitive materials. For example, where the Project Architect concurs that such would be beneficial the CMR may seek bids for certain materials based on unit pricing or otherwise, seek as part thereof price/delivery guarantees, and with the approval of the Owner and Project Architect may order materials based on advantageous bids received. Any such accelerated activities shall not create a right or expectation that the CMR and the Owner will reach an agreement as to the Phase 2 Addendum for the Exposition Center. If the Owner and the CMR are unable to reach a Phase 2 Addendum as provided for in the CMR Agreement (but specific as to the Exposition Center), the CMR shall assign the material contracts/bids to the Owner, and the Owner shall reimburse the CMR for any initial payments or deposits that the CMR was required to make to the supplier(s) to secure delivery or price guarantees. CMR shall assure that all such contracts/bids provide that they are assignable to the Owner. CMR shall provide all shop drawings or testing results received with regard to the materials to the Owner and Project Architect. Compensation to the CMR for this work will be at a price approved by the Owner and Project Architect.
- e) If before an agreement for the Phase 2 Addendum is reached between the CMR and the Owner for the Exposition Center, the Project Architect and CMR determine and agree that it is necessary to conduct demolition, existing utility relocations, utility work, or other preparatory work to assure that the envisioned schedule for the Exposition Center can be met, and subject to any and all required design/direction from the Project Architect (and Civil Engineer), the Owner *may* separately contract with the CMR for that specific work at a guaranteed maximum price evaluated and approved by the Project Architect. **Any such accelerated activities shall not**

price evaluated and approved by the Project Architect. Any such accelerated activities shall not create a right or expectation that the Owner will reach an agreed Phase 2 Addendum with either the CMR or the Project Architect. Any additional Project Architect fees required for this work will be at a price agreed to by the Owner and the Project Architect.

Ⓣ The schedule for the Exposition Center will be Project Subcomponent-specific. The proposed schedule will be determined by the Project Architect and CMR working in coordination with each other and shall be submitted to the Owner for approval.

3. No Modifications Except as set forth herein. The Agreements remain in full force and effect and remain unchanged except to the extent of the Project Subcomponent-specific modifications set forth above.

4. Areas B and C. As more clarity develops as to Areas B and C, additional addendums may be necessary.

5. Multiple Counterparts, Electronic or Scanned Signatures. This Addendum may be executed in multiple counterparts which when combined form a single binding Agreement. Electronic or scanned pdf signatures shall be considered as being of equal status to an original signature and shall be binding.

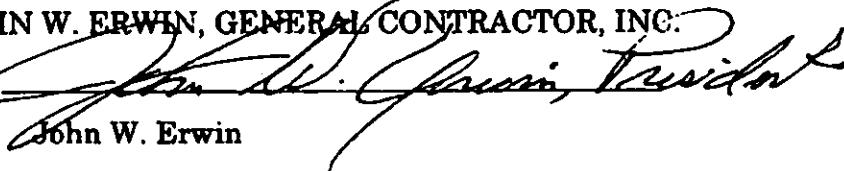
Nothing herein is intended to nor shall create contractual obligations between the Project Architect and the CMR. Rather, this Addendum is to establish a specific change in procedures that are identical in the Agreements of both the Project Architect and the CMR with the Owner.

AGREED:

CONSTRUCTION MANAGER -AT-RISK

JOHN W. ERWIN, GENERAL CONTRACTOR, INC.

BY:


John W. Erwin

TITLE: President

DATE: 7-19-18

WITNESSED:


CORPORATE SECRETARY OR OTHER OFFICER


DATE: 7-19-18

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

FILED: JUL 24 2018

By Myrcetez Gowan DEPUTY

MCLENNAN COUNTY, TEXAS

BY: 

SCOTT M. FELTON, COUNTY JUDGE

DATE: 7/24/18

ATTEST:

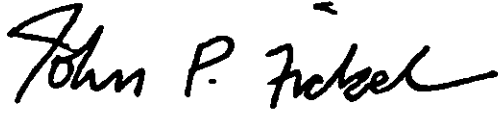


COUNTY CLERK OR DEPUTY CLERK

DATE: 7/24/18

PROJECT ARCHITECT
POPULOUS, INC.

BY:

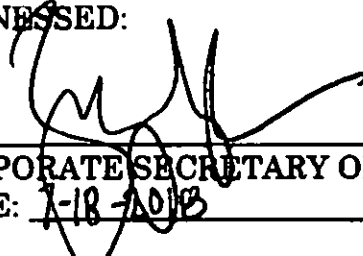


John P. Fickel, AIA LEED BD+C
PRINTED NAME

TITLE: Principal

DATE: July 18th, 2018

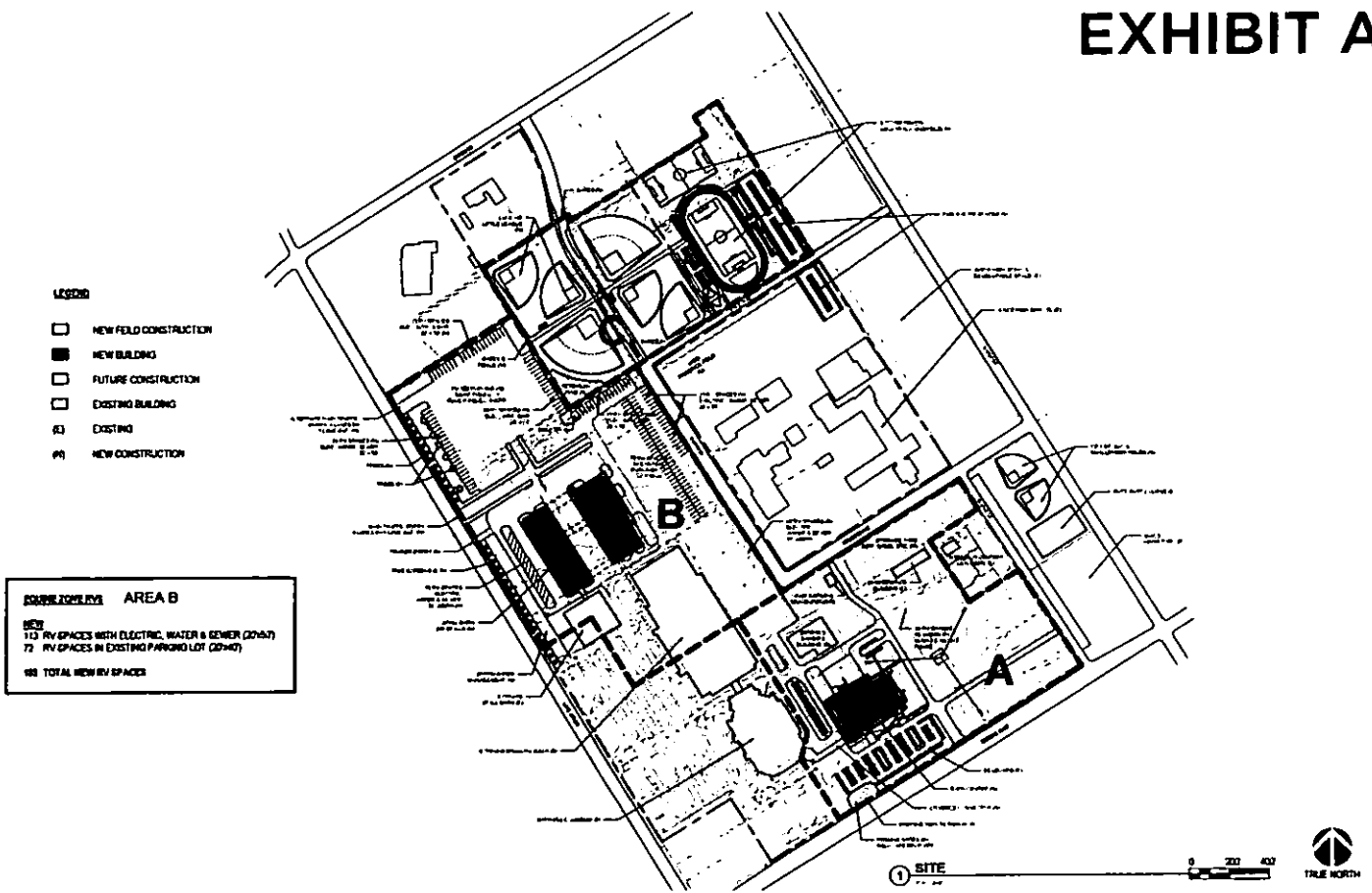
WITNESSED:



CORPORATE SECRETARY OR OTHER OFFICER

DATE: 7-18-2018

EXHIBIT A



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

FILED: JUL 24 2018

By Myrcetez Gowan DEPUTY

The Court went back to item E. 2. Authorization of Interlocal Cooperative Agreement with the City of Moody (re: Road Work).

ORDER APPROVING:

**AUTHORIZATION OF INTERLOCAL COOPERATIVE AGREEMENT WITH THE
CITY OF MOODY (RE: ROAD WORK)**

On this the 24 day of July, 2018, came on for consideration the matter of Authorization of Interlocal Cooperative Agreement with the City of Moody (re: Road Work). 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: JULY 24, 2018

F. Budget, Budget Amendments/ Transfers/Changes, Additional Revenue Certifications, Expenditure Requests:

1. Regarding the FY 19 Budget:

- a. Discussion and/or Action regarding Matter Relative to the FY 19 Budget / 2018 Tax Rate, including, but not limited to, Budget Policies, Priorities, Timelines, Updates from County Auditor and/or Budget Work Sessions, as needed

Discussion Only

CD-485, 9:14

DISCUSSION ONLY:

**DISCUSSION AND/OR ACTION RE: MATTER RELATIVE TO THE FY 19 BUDGET /
2018 TAX RATE, INCLUDING, BUT NOT LIMITED TO, BUDGET POLICIES,
PRIORITIES, TIMELINES, UPDATES FROM COUNTY AUDITOR
AND/OR BUDGET WORK SESSIONS, AS NEEDED**

RE: THE FY 19 BUDGET

On this the 24 day of July, 2018, came on for consideration the matter Regarding the FY 19 Budget: Discussion and/or Action regarding Matter Relative to the FY 19 Budget / 2018 Tax Rate, including, but not limited to, Budget Policies, Priorities, Timelines, Updates from County Auditor and/or Budget Work Sessions, as needed. County Auditor Stan Chambers updated the Court regarding the following matters relative to the FY 19 Budget: McLennan County Group Health Insurance Increases; General Fund: Retirement Benefits; Property Tax Rate; Projected Fund Balance; Proposed Tax Rate; Debt Service Fund; Filing of Proposed FY 19 Budget; Elected Official Salaries; Public Hearing for Salary Grievance Committee; Public Hearing for Budget and Tax Rate.

Proposed Rate (.485293)
2018 Tax Rate/2019 Budget

Taxable Values		16,369,727,214
I&S Portion		
Debt Service Fund	0.024310	3,899,891
M&O Portion		
General Fund	0.447643	71,812,379
Permanent Improvement Fund	0.013340	2,140,047
	0.460983	
Total Rate	0.485293	77,852,317

McLennan County, Texas
General Fund Budget Worksheet
Fiscal Year 2019

001-General Fund

	Dropping Total Tax Rate by 2 Cents	
Estimated Beginning Fund Balance	\$	43,396,651
Revenues		
Estimated Current Tax Revenues	71,812,379	
Estimated Other Revenues	32,964,763	
Total Revenues		104,777,142
Expenditures Other than Personnel Increases		
Department Expenditures	(113,497,566)	
Total Expenditures		(113,497,566)
Total Ending Fund Balance	\$	34,676,227
 TARGET FUND BALANCE-31%	 \$	 33,882,246

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

FILED: **JUL 24 2018**

By Myrcetez Gowan DEPUTY

ORDER RECESSING TO EXECUTIVE SESSION

On this the 24 day of July, 2018, at 9:22 o'clock a.m. the County Judge announced that at this time we will go into Executive Session in accordance with Section 551.072 of the Local Government Code (V.C.T.A.)

ORDER RECONVENING SPECIAL SESSION

On this the 24 day of July, 2018, at 10:24 o'clock a.m. the Court reconvened in Special Session with County Judge Felton presiding and Commissioners Kelly Snell, Will Jones, Ben Perry and the Clerk thereof being in attendance, the following proceedings were had and done to-wit:

ORDER ADJOURNING SPECIAL SESSION

On this the 24 day of July, 2018, at 10:24 o'clock a.m. Judge Felton announced that the meeting of July 24, 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