

COMMISSIONERS' COURT RECESSED AT 10:50 A.M. ON TUESDAY, FEBRUARY 13, 2001.

COMMISSIONERS' COURT RECONVENED AT 2:10 P.M. ON TUESDAY, FEBRUARY 13, 2001.

AGENDA ITEM 35

Hold work session and take any appropriate action on road bond projects.

The following persons addressed the court:

Dan Wegmiller
Mike Weaver
Charlie Crossfield
Michael Swayze
Pix Howell

No action was taken during the work session.

< Attachments >

TAB 3

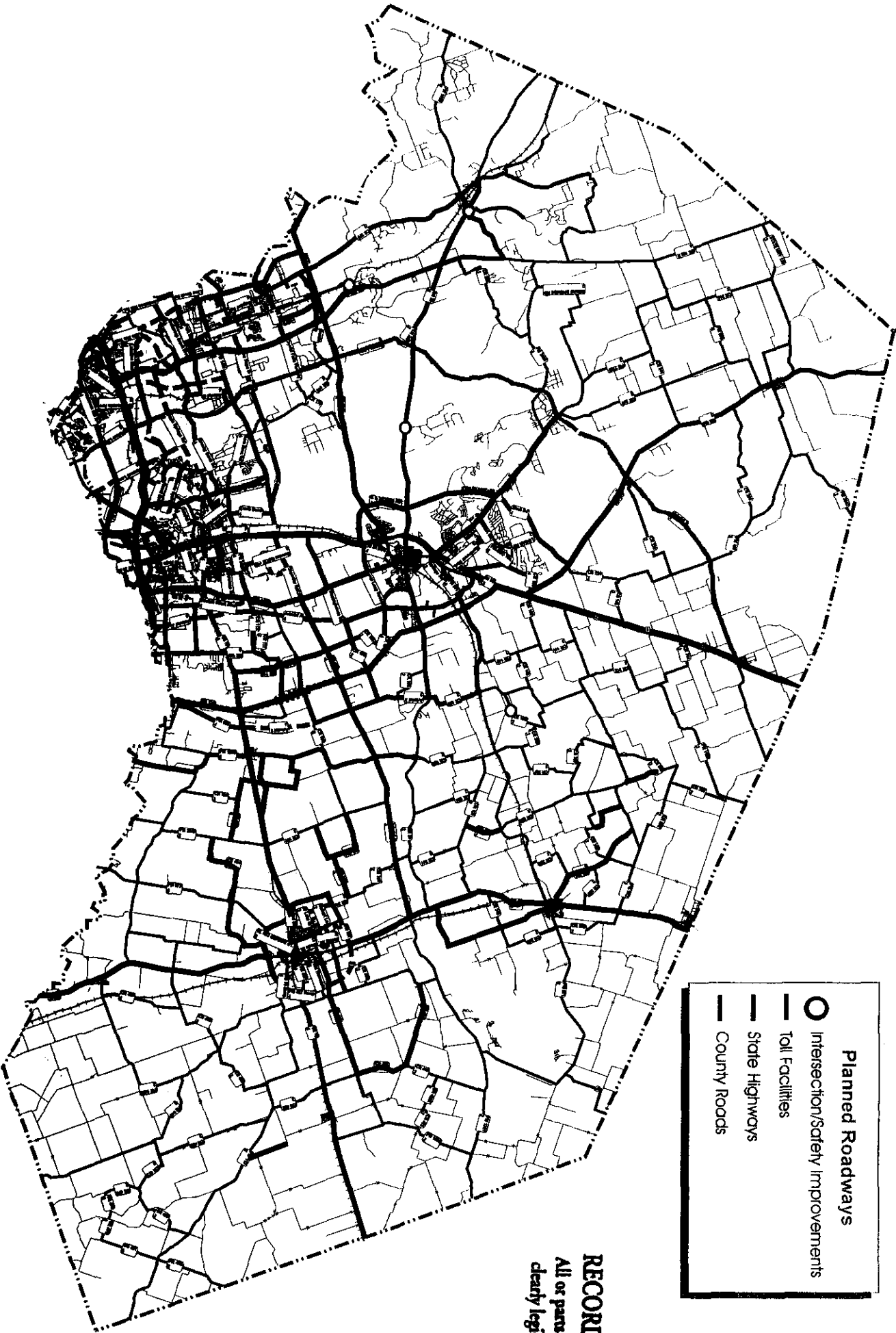
Williamson County Road Bond Program

Commissioners Court Briefing Notebook

February 13, 2001

- a. Williamson County Road Bond Program Roadway Map
- b. Final Professional Services Agreement
- c. Engineers Roster
- d. Road Bond Manager Team Roster
- e. Program Organization Charts, Project Lists
 - Road Bond Program Organization Chart
 - Road Bond Manager Team Organization Chart
 - Road Bond Program Projects / Engineers
- f. Response from Pete Winstead/Texas Turnpike Authority regarding SH 130 Right-of-Way and SH 45 Access Roads/US 183-A Access Roads
- g. Letter to William C. Garbade/Texas Department of Transportation regarding Williamson County Priority State Highway Program
- h. First Southwest Company Bond Materials
 - CIP \$0.2 I&S Tax Increase for FY 2002 Worksheet
 - Tentative Timetable for Issuance

Williamson County Road Bond Program



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

Contract No. _____

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

Notices (as applicable)

Contract No. _____

- ☐ 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
-

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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 _____ (*the "Engineer"*).

WHEREAS, *County* proposes to construct a _____;

WHEREAS, *County* desires to obtain professional services for _____
(*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.

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*. *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.
-

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- 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.
-

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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.
- 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 _____ 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, may 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
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made a part hereof.

- 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, through no 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 _____ and No/100 Dollars (\$ _____) 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 during which a Notice of Suspension is in effect or during which a submitted and complete engineering work product is in technical review, as described in Section VI, 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.
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- 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, 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 have been included in the engineering work products in compliance with the requirements of this Agreement.
 - 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.
 - 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.
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- 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. 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*.

Section VII Revision to Work Product

Engineer shall make without expense to *County* such revisions to the work product as may be required to meet 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 error or omission as a result of the *Engineer's* development of the work product, at any time, without additional compensation. In addition, if it is necessary 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*.

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*.

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- 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, defend, 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, attorney's fees, costs, and expenses of any kind whatsoever, arising in whole or in part 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* best 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, as determined 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 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* personnel and that the *Engineer* shall submit written notification of all staffing changes monthly for *County's* and/or *County Judge's* approval prior to the implementation of such changes.
 - 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*.

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 five 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 bonafide 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.
 - (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

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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: _____

COUNTY: _____

Williamson County (or successor)

with copy to: _____

Honorable Gene Taylor (or successor)
Williamson County Attorney_____

Attn: File No.

and to: _____

Prime Strategies, Inc.
1598 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: _____

Pena Swayze & Co., LLP
303 East Main Street
Round Rock, Texas 78664
Attn: Mike Swayze

and to: _____

- 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.

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- 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.
- 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 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
-

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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.
 - 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 Texas corporation, duly incorporated under Texas law and doing 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.
-

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EXECUTED this _____ day of _____, 2001.

THE ENGINEER:

WILLIAMSON COUNTY:

BY: _____

BY: _____

Printed Name: _____

Williamson County Judge

Title: _____

Reviewed as to Form By:

County Attorney

Funds Verified By:

County Auditor

Contract No. _____

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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 \$ _____.
- 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** errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$_____, 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**.
-

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ATTACHMENT A

WORK AUTHORIZATION NO. _____

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 _____ (*the "Engineer"*).

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

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

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

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ATTACHMENT A (con't.)

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

ENGINEER:

COUNTY:

Williamson County, Texas

By: _____

Signature

By: _____

Signature

Printed Name

Printed Name

Title

Title

Date

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

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EXHIBIT II
HOURLY RATES

- 1. Senior Engineer.....\$ _____
 - 2. Graduate Engineer.....\$ _____
 - 3. Technician.....\$ _____
 - 4. Secretary/Clerical.....\$ _____
 - 5. Expert Witness Testimony.....\$ _____
-

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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.

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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 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.
-

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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 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 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.

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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 \$ _____ per occurrence and \$ _____ 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 \$ _____ per occurrence and \$ _____ 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 \$ _____.
- 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 documentation and financial information as required by the **County** in order to determine the acceptability of such self-insurance, in the sole determination of the **County**.

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. The insurance company shall be subject to the approval of **County**. **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

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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.

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.

APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

**Williamson County Road Bond Program
Engineers Roster**

Updated: 02/09/01

2/13/2001

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Company	Address	Project Manager	Phone	Fax	Email
Alliance Texas Engineering <i>Safety/Mobility Projects</i>	100 East Anderson Lane, Ste. 300 Austin, Texas 78752	Brian Van De Walle	347-1126	347-1072	Brian_vandewalle@alliance-texas.com
Carter & Burgess <i>Lakeline Blvd. US 79</i>	Barton Oaks Plaza V 901 South Mopac, Ste. 200 Austin, Texas 78746	Bill Caffey, P.E. David Krizan, P.E.	314-3100	314-3135	caffeybg@c-b.com krizandw@c-b.com daviscf@c-b.com
Denmon Engineering <i>Chandler Road</i>	1101 S. Capital of Texas Hwy. E-230 Austin, Texas 78746	Scott Dukette, P.E.	328-7303	328-9791	sdukette@worldnet.att.net
Fugro South <i>Geotechnical</i>	8613 Cross Park Dr. Austin, Texas 78754	Peter H. Bush, P.E.	977-1800	973-9966	pbush@fugro.com
Garcia Design <i>Landscape</i>	5316 Hwy. 290 West, Ste. 150 Austin, Texas 78735	Roberto Garcia	892-0353	899-0655	Gar-design@swbell.net
Gray Jansing & Associates <i>McNeil Road</i>	8217 Shoal Creek Blvd., Ste.200 Austin, Texas 78757-7592	John Jansing, P.E.	452-0371	454-9933	jjansing@gja.net
Hall Bargainer <i>Landscape</i>	400 Main St., Ste. 220 Austin, Texas 78744	Tim Bargainer	238-8912	238-8913	hbi@hallbargainerinc.net
HDR Engineering <i>Georgetown Inner Loop South</i>	2211 South IH-35, Ste. 300 Austin, Texas 78741	George Tillett, P.E.	912-5100	912-5158	gillett@hdrinc.com
Huggins/Seiler & Associates LP <i>SH 29 at FM 1869; US 183 at Oak Grove</i>	600 Round Rock West Dr., Ste. 602 Round Rock, Texas 78681	Bill Huggins, P.E.	828-0406	828-0429	bhuggins@hsaengineering.com
Kohutek Engineering <i>Geotechnical</i>	4809 Williams Dr. Georgetown, Texas 78628-2006	Gordon Kohutek, P.E.	930-5832	930-5852	gkohutek@aol.com

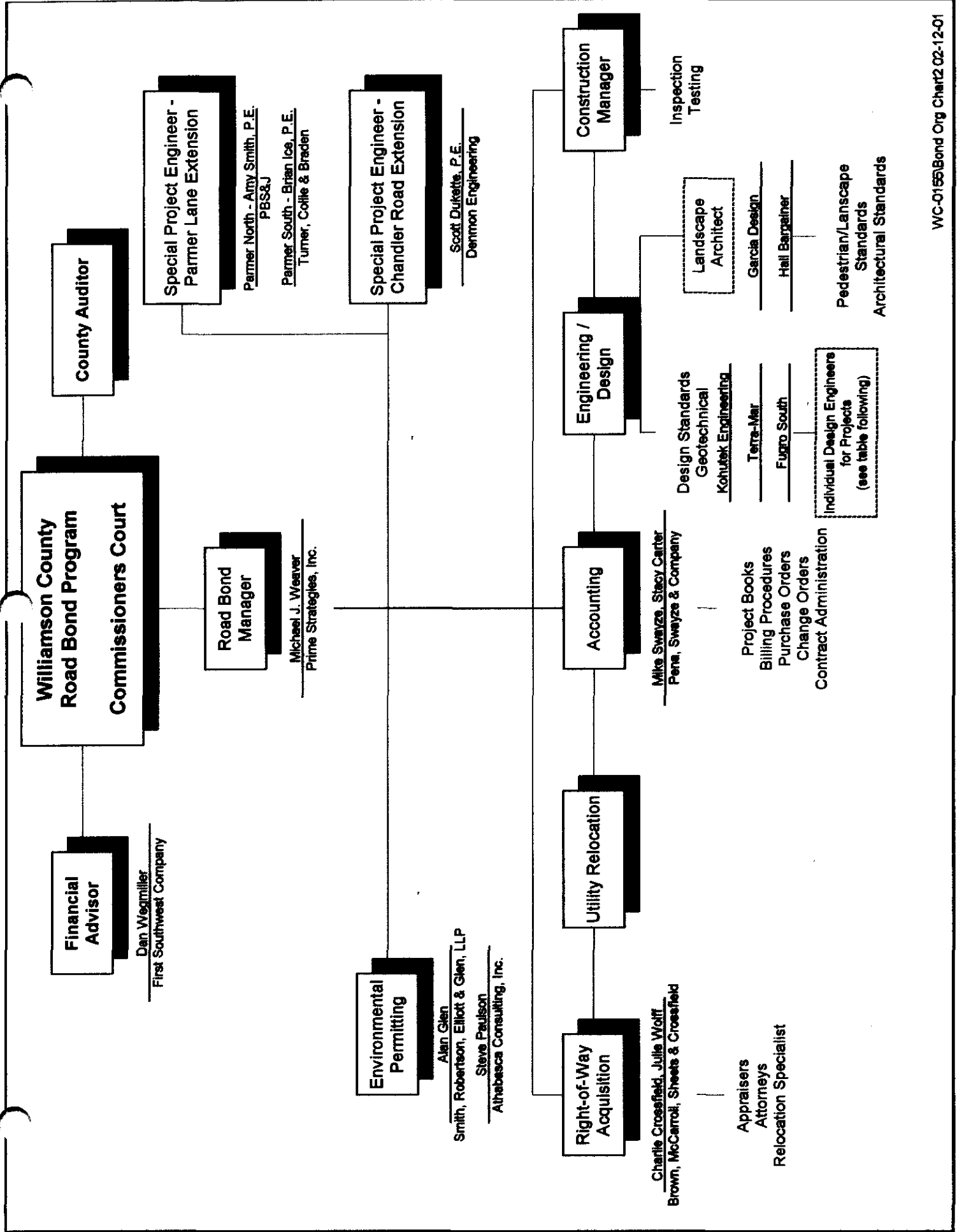
Company	Address	Project Manager	Phone	Fax	Email
Malone/Wheeler <i>River Run Road</i>	5316 Highway 290 West, Suite 150 Austin, Texas 78735	Richard J. Wheeler, P.E.	899-0601	899-0655	rickw@malonewheeler.net
PBS&J <i>Parmer Lane North</i>	206 Wild Basin Rd., Ste 300 Austin, Texas 78746-3343	Amy Smith, P.E.	327-6840	327-2453	assmith@pbsj.com
PBS&J <i>Georgetown Inner Loop North</i>	206 Wild Basin Rd., Ste 300 Austin, Texas 78746-3343	Darrin Willer, P.E.	327-6840	327-2453	djwiller@pbsj.com
Steger & Bizzell Engineering, Inc. <i>Georgetown Inner Loop Middle</i>	1978 Austin Ave. Georgetown, Texas 78626	Don Bizzell, P.E.	930-9412	930-9416	Stegerbizzell@thegateway.net
Terra-Mar, Inc. <i>Geotechnical</i>	4150 Friedrich Lane, Ste. D Austin, Texas 78744	Emmett Irby	441-5186	441-5713	emmetti@terra-mar-inc.com
Turner Collie & Braden <i>Parmer Lane South</i>	400 West 15 th St., Ste. 500 Austin, Texas 78701	Bryan Ice, P.E.	472-4519	472-7519	iceb@tcbaus.com
WHM <i>Safety/Mobility Projects</i>	2717 Rio Grande Austin, Texas 78705	Mike McInturff, P.E.	473-8343	473-8237	mcminturff.mike@whmeng.com
Haynie Consulting <i>SH 29 at Cedar Hollow</i>	1010 Provident Lane Round Rock, Texas 78664	Timothy Haynie, P.E., R.P.L.S.	837-2446	837-9463	tehaynie@swbell.com

**Williamson County Road Bond Program
Road Bond Manager Team Roster**

Updated: February 9, 2001

Name	Address	Phone	Fax	Mobile	E-mail
Michael J. Weaver	Prime Strategies, Inc. 1508 S. Lamar Blvd. Austin, Texas 78704	445-7074 ext. 206	445-7064	751-1114	mjweaver@austin.rr.com
Paula Gruber	Prime Strategies, Inc. 1508 S. Lamar Blvd. Austin, Texas 78704	445-7074 ext. 201	445-7064		prime@austin.rr.com
Pix Howell	Austin: 1508 S. Lamar Blvd. Austin, Texas 78704 Buda: 320 N. Main, Suite 102 Buda, Texas 78610	442-4688 312-5089	445-7064 312-5073	422-5880	xblink@mindspring.com
Pete Peters	The Communicators 400 W. Main St., Suite 105 Round Rock, Texas 78664	218-0899	218-0758	415-6037	ppeters@thecommunicators.com
David Arthur	Cybervision 1508 S. Lamar Blvd. Austin, Texas 78704	445-5017	445-7064	656-1289	david@cyberaustin.com
Daniel Arthur	Cybervision 1508 S. Lamar Blvd. Austin, Texas 78704	445-5017	445-7064	694-7582	dan@cyberaustin.com
Michael R. Swayze	Pena, Swayze & Company 303 E. Main Street Round Rock, Texas 78664	255-2165	255-2466	750-7848	mswayze@psco-cpa.com
Tom Nielson	Tom Nielson & Associates, LLP 902 Palm Valley Blvd. Round Rock, Texas	255-5859	255-5872		tnielson@texas.net

Charlie Crossfield	Brown, McCarroll, Sheets & Crossfield 309 E. Main Street Round Rock, Texas 78664	255-8877	255-8986		ccrossfield@bmssc-llp.com
Richard L. Ridings, P.E.	HNTB Corporation 1701 Directors Boulevard, Suite 280 Austin, Texas 78744	447-5590 ext. 23	447-5329	751-1552	rridings@hntb.com
Paul R. Petrich, P.E.	HNTB Corporation 1701 Directors Boulevard, Suite 280 Austin, Texas 78744	447-5590 ext. 32	447-5329	826-5424	ppetrich@HNTB.com
Alan M. Glen	Smith, Robertson, Elliott & Glen, L.L.P. 1717 W. 6th Street, Suite 350 Austin, Texas 78703	225-5801	225-5821	517-7279	aglen@sreglaw.com
Steve Paulson	Athabasca Consulting, Inc. 1001 Mopac Circle, Suite 100 Austin, Texas 78746	347-9000	306-0974	633-6200	spaulson@athabasca.net
Peggy Smith Croslin	Peggy Smith Croslin Legislative Consultant 5905 Tumbling Circle Austin, Texas 78731	338-1777	338-1655	626-0871 (792-2486 pager)	pegcro@mail.eden.com



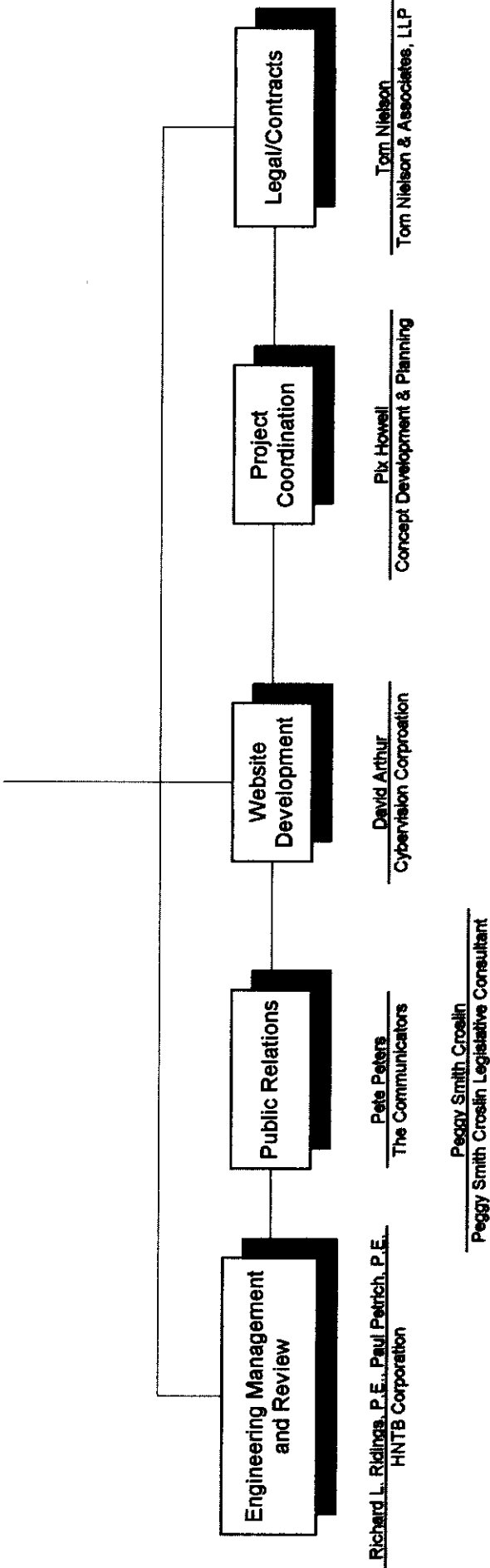
Road Bond Program Design Projects / Engineers

<i>Project</i>	<i>Engineering Firm</i>	<i>Project Manager</i>
Georgetown Inner Loop (North)	PBS&J	Darrin Willer, P.E.
Georgetown Inner Loop (Middle)	Steger & Bizzell	Don Bizzell, P.E.
Georgetown Inner Loop (South)	HDR Engineering	George Tillett, P.E.
McNeil Road	Gray Jansing & Associates	John Jansing, P.E.
Parmer Lane (North)	PBS&J	Amy Smith, P.E.
Parmer Lane (South)	Turner, Collie & Braden	Brian Ice, P.E.
Chandler Road	Denmon Engineering	Scott Dukette, P.E.
U.S. 79	Carter & Burgess	Bill Caffey, P.E.
Lakeline Blvd.	Carter & Burgess	Bill Caffey, P.E.
Wyoming Springs Drive	Haynie Consulting	Tim Haynie, P.E.
River Run Road	Malone-Wheeler	Rick Wheeler, P.E.
SH 29 at Cedar Hollow Road	Haynie Consulting	Tim Haynie, P.E.
US183 at Oak Grove Blvd.	Huggins/Seiler & Associates	Bill Huggins, P.E.
SH 29 at FM 1869	Huggins/Seiler & Associates	Bill Huggins, P.E.

Williamson County Road Bond Program Road Bond Manager Team

Road Bond Manager

Michael J. Weaver
Prime Strategies, Inc.



Richard L. Ridings, P.E., Paul Petrich, P.E.
HNTB Corporation

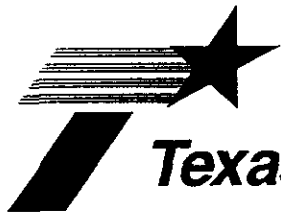
Pete Peters
The Communicators

David Arthur
Cybervision Corporation

Pix Howell
Concept Development & Planning

Tom Nielson
Tom Nielson & Associates, LLP

Peggy Smith Croslin
Peggy Smith Croslin Legislative Consultant

**Texas Department of Transportation**

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

January 22, 2001

The Honorable John C. Doerfler
Williamson County Judge
Williamson County Courthouse
701 Main Street, 2nd Floor
Georgetown, TX 78626

Re: State Highway 130 – TxDOT Minute Order No. 83157

Dear Judge Doerfler:

I have received your correspondence dated January 10, 2001, in which you request that the Texas Turnpike Authority (TTA) and the Texas Transportation Commission (Commission) amend TxDOT Minute Order No. 83157 (Minute Order). That Minute Order relates to Williamson County's obligation to contribute the right-of-way necessary for the development of that portion of SH 130 located in the County. Your letter suggests that the County believes that SH 130 is considerably different from the project which was contemplated by that Minute Order, and that the obligations in the Minute Order are therefore no longer valid.

Please note that TTA has no authority to amend a previously entered minute order of the Commission. That action can only be taken by the Commission, itself. I will forward your correspondence to the Commission with a request that they respond to your inquiry.

Notwithstanding the Commission's authority to address the Minute Order, I feel compelled to note that TTA respectfully disagrees with your interpretation of the obligations reflected therein. It is not unusual for projects to develop in a way that may not have been specifically contemplated or identified at the time a minute order was executed, and it is also not unusual for major infrastructure projects to take many years to develop. TTA has relied on the County's commitment as reflected in the Minute Order in developing its financial plan and in its successful application for financial assistance under the TIFIA program, and it does not believe that significant modification to that commitment is warranted.

The Honorable John C. Doerfler

-2-

January 22, 2001

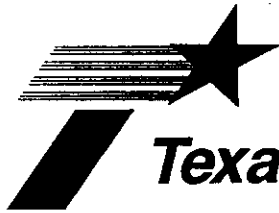
Notwithstanding our apparent differences on this issue, I am confident that we can work together and find solutions which will not inhibit or delay the continued development of SH 130. Please call if you would like to further discuss these issues.

Sincerely,



Pete Winstead
Chairman, Board of Directors
Texas Turnpike Authority

cc: Mike Heiligenstein, Williamson County Commissioner, Precinct 1
Greg Boatright, Williamson County Commissioner, Precinct 2
David Hays, Williamson County Commissioner, Precinct 3
Frankie Limmer, Williamson County Commissioner, Precinct 4
Michael J. Weaver, Prime Strategies, Inc.
Phillip E. Russell, P.E., TTA
Robert B. Daigh, P.E., TTA

**Texas Department of Transportation**

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

January 22, 2001

The Honorable John C. Doerfler
Williamson County Judge
Williamson County Courthouse
701 Main Street, 2nd Floor
Georgetown, TX 78626

Re: SH 45 and US 183-A – Access Roads

Dear Judge Doerfler:

Thank you for your letter of January 10, 2001, concerning the development of SH 45 and US 183-A by the Texas Turnpike Authority (TTA). TTA appreciates the strong support that the County has given to SH 45 and US 183-A. It is essential as we progress with the development of these projects to have the support of our local partners, and Williamson County's unwavering support has been of great importance to TTA.

You suggest that TTA and Williamson County enter into an agreement concerning the phased development of access roads for US 183-A and SH 45. I am told by TTA staff that access roads will likely be incorporated to some degree in the development of SH 45. However, US 183-A may be more problematic due to the extensive development, which has already occurred in that corridor. Furthermore, TTA has to be cognizant of the impact that access roads will have on financial viability. Not only do such roads increase development costs, they also provide a "free" alternative to the tolled facility, which may have a negative impact on toll revenues and may be viewed unfavorably by the investment community. Therefore, while we are certainly willing to discuss the development of access roads with the County, please understand that we labor under constraints which may make development of those roads more problematic than would first appear.

The Honorable John C. Doerfler

-2-

January 22, 2001

As suggested in your letter, TTA will contact Commissioner Mike Heiligenstein to further discuss this issue. Again, thank you for your continued support of these projects.

Sincerely,



Pete Winstead
Chairman, Board of Directors
Texas Turnpike Authority

cc: Mike Heiligenstein, Williamson County Commissioner, Precinct 1
Greg Boatright, Williamson County Commissioner, Precinct 2
David Hays, Williamson County Commissioner, Precinct 3
Frankie Limmer, Williamson County Commissioner, Precinct 4
Michael J. Weaver, Prime Strategies, Inc.
Phillip E. Russell, P.E., TTA
Robert B. Daigh, P.E., TTA

February 7, 2001

Mr. William Garbade, P.E.
Texas Department of Transportation
7901 North Interregional Hwy., P.O. Drawer 15426
Austin, Texas 78761-5426

Re: Williamson County Priority State Highway Program

Dear Mr. Garbade:

As requested, in our meeting with Judge John Doerfler and Commissioner Boatright, I am providing you a list of priority highway projects that Williamson County proposes to partner with TxDOT in order to expedite their completion. As Judge Doerfler indicated, the County is prepared to participate in whatever format, from project development to right-of-way acquisition and sharing construction cost, to expedite these priority projects. The following non-toll road projects are listed in order of priority:

1. US 79 - 4 lane divided - CR 110 to Taylor Loop;
2. FM 1460 - 4 lane with continuous left turn lane - US 79 to Georgetown Inner Loop;
3. FM 2338 - Expansion - Georgetown Inner Loop to FM 3405;
4. SH 195 - Expansion - IH-35 to proposed Parmer Lane;
5. FM 2243 - Expansion and safety improvements - US 183 to IH-35;
6. SH 195 - Expansion - Proposed Parmer Lane to Bell County Line;
7. IH-35 - Additional lanes and HOV improvements - Travis County line to Bell County line;
8. SH 95 - ROW preservation - Travis/Bastrop County line to Bell County line.

In addition, there are a number of safety and mobility projects involving state highways that the County proposes to implement as part of the road bond program. While several of these are proposed to be funded 100% by Williamson County, the Commissioners Court would like to pursue every opportunity to not only expedite these projects but cost participate with TxDOT. The following priority projects have been identified by the Williamson County Sheriff, EMS, the Commissioners, and the County engineer's office:

1. SH 29 at Loop 332
2. SH 29 at FM 1869
3. FM 619 at Loop 427
4. US 183 at Oak Grove Road
5. SH 95 at FM 1331

PRIME
STRATEGIES
INC.

1508 S. Lamar Blvd.

Austin, Texas 78704

voice 512.445.7074

fax 445.7064

mail@primestrategies.net



6. SH 29 at Cedar Hollow Road
7. FM 1460 at Georgetown Inner Loop
8. US 79 AT CR122
9. US 79 at CR 110
10. Wyoming Springs at RM 620
11. FM 1460 at FM 3406
12. FM 1460 at Chandler Road
13. Georgetown Inner Loop at US 29 (east)
14. FM 2338 at Shell Road
15. SH 29 at D.B. Wood Road

As you are aware, discussions are already underway with your staff about several of these projects. The County has retained consultants to begin work on US 79 and the safety projects, as well as a number of county road projects. As these projects move forward over the next several years, we want to insure the appropriate coordination between your staff and the County. Your assistance in reviewing these priority projects and identifying the appropriate role for Williamson County in funding and implementation is greatly appreciated. Please let us know when we should meet again to review your list of projects and the County's priorities in order that we may develop the necessary agreements and begin to allocate specific monies for key projects.

Sincerely,
PRIME STRATEGIES, INC.



Michael Weaver
Principal

cc: Judge John Doerfler
Hon. Mike Heiligenstein
Hon. Greg Boatright
Hon. David Hays
Hon. Frankie Limmer
Robert Stuard, P.E., TxDOT Austin District

WILLIAMSON COUNTY, TEXAS**Capital Improvement Program - \$.02 I&S Tax Increase for FY 2002**
As of January 31, 2001

FYE 9/30	Assessed Valuation	Total Existing Debt	Est. I&S Tax Rate	5/1/01 \$80,630,000 Series 2001	Est. Total Debt Service	Est. I&S Tax Rate	Change
				Debt Service			
2001	\$ 13,587,301,412	\$ 12,434,322	\$ 0.092	\$ -	\$ 12,434,322	\$ 0.092	\$ -
2002	14,674,285,525	11,489,665	0.079	4,778,036	16,267,701	0.112	0.020
2003	15,848,228,367	11,491,475	0.073	5,903,348	17,394,823	0.111	
2004	17,116,086,636	11,438,475	0.068	5,905,598	17,344,073	0.102	
2005	17,971,890,968	11,473,225	0.064	5,904,028	17,377,253	0.098	
2006	18,870,485,517	11,466,575	0.061	5,902,518	17,369,093	0.093	
2007	19,814,009,792	11,457,575	0.058	5,905,718	17,363,293	0.089	
2008	20,309,360,037	11,015,975	0.055	5,904,188	16,920,163	0.084	
2009	20,817,094,038	10,978,475	0.053	5,906,663	16,885,138	0.082	
2010	21,337,521,389	10,023,275	0.047	5,902,538	15,925,813	0.075	
2011	21,870,959,424	9,403,375	0.043	5,906,613	15,309,988	0.071	
2012	22,417,733,409	9,501,500	0.043	5,906,688	15,408,188	0.069	
2013	22,978,176,745	9,476,100	0.042	5,902,185	15,378,285	0.068	
2014	23,552,631,163	9,432,700	0.040	5,903,960	15,336,660	0.066	
2015	24,141,446,942	9,470,600	0.040	5,906,035	15,376,635	0.064	
2016	24,744,983,116	9,483,500	0.039	5,902,635	15,386,135	0.063	
2017	25,363,607,694	9,468,200	0.038	5,903,208	15,371,408	0.061	
2018	25,997,697,886	9,521,000	0.037	5,903,433	15,424,433	0.060	
2019	26,647,640,333	9,444,000	0.036	5,902,625	15,346,625	0.058	
2020	27,313,831,342	9,540,000	0.035	5,905,085	15,445,085	0.057	
2021	27,996,677,125	-	-	5,904,835	5,904,835	0.021	
2022	28,696,594,053	-	-	5,906,140	5,906,140	0.021	
2023	29,414,008,905	-	-	5,906,619	5,906,619	0.020	
2024	30,149,359,127	-	-	5,903,917	5,903,917	0.020	
2025	30,903,093,105	-	-	5,902,496	5,902,496	0.019	
2026	31,675,670,433	-	-	5,906,549	5,906,549	0.019	
		<u>\$ 208,010,012</u>		<u>\$ 146,485,652</u>	<u>\$ 354,495,663</u>		<u>\$ 0.020</u>

Assumptions:

Assessed Valuation assumed to grow 8% / year from (2002-2004); 5% / year from (2005-2007) and 2.5% / year thereafter.

FY 2001 tax rate provided by County.

Estimated Tax Collection Rate: 99.00%

Interest calculated at a rate of 5.08% for purposes of illustration only (current market rates as of 1/31/01).

Fiscal Year 2002 debt service shown net of accrued interest.

January 30, 2001

**WILLIAMSON COUNTY, TEXAS
TENTATIVE TIMETABLE FOR ISSUANCE
\$___MM GENERAL OBLIGATION BONDS, SERIES 2001**

- | | |
|---------------------------------------|--|
| *Tuesday, April 3, 2001* | <ul style="list-style-type: none">• Commissioners' Court considers a Resolution approving the Preliminary Official Statement. |
| Thursday-Friday,
April 19-20, 2001 | <ul style="list-style-type: none">• Proposed meetings with Bond Rating Agencies. |
| Tuesday, April 17, 2001 | <ul style="list-style-type: none">• Preliminary Official Statements are delivered to prospective bidders by First Southwest Company. |
| Thursday, April 26, 2001 | <ul style="list-style-type: none">• Bond Ratings are received and published by First Southwest Company. |
| *Tuesday, May 1, 2001* | <ul style="list-style-type: none">• Sale. Bids on the Bonds are received and awarded by Commissioners' Court. |
| Tuesday, May 29, 2001 | <ul style="list-style-type: none">• Closing. Bonds are delivered and proceeds received. |

*Requires Official Commissioners' Court Meeting.

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Williamson County Road Bond Program

Project Accounting
Peña Swayze & Co., LLP
Certified Public Accountants

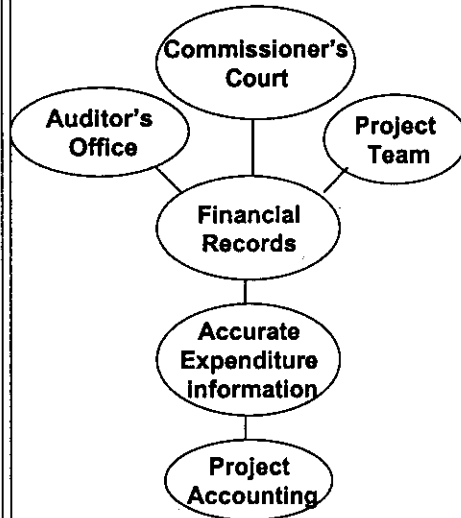
Presented February 13, 2001

Objectives (Capture, Process, Report)

- To provide a comprehensive project accounting system for tracking all expenditures of Road Bond monies.
- To communicate financial information in the manner most useful to the County.

Project Accounting by
Peña Swayze & Co., LLP
Certified Public Accountants

County Requirements



- Comprehensive review of payment documents.
- Coordination with County Auditor's office.
- Accurate, timely reporting.

Meeting the Requirements

- Establish a project expenditure tracking system to provide line item expenditure information that satisfies the needs of both the County staff and Project Team members.
 - Accounting codes will coincide with those currently used by the County.
 - Comprehensive account coding will be used for Project Team members
- Update project budgets monthly for changes approved by Commissioner's Court.

Project Accounting by
Peña Swayze & Co., LLP
Certified Public Accountants

Our Obligation

- Maintain documentation of all bond money disbursement transactions.
- Retain contract and invoice documentation to include:
 - Copies of contracts awarded, change orders, and budget amendments to reference during invoice review.
 - Copies of invoices and their supporting documentation.
- Complete Accounting system.
- All records will be accessible to the County Auditor throughout the term of the project and will be forwarded to the County upon project completion.
- Fully report to Commissioner's Court.

Project Accounting by
Peña Swayze & Co., LLP
Certified Public Accountants

Accounting and Reporting Functions

- Provide weekly pay request packets to the County Judge.
 - Before submittal, Peña Swayze will:
 - Review the accuracy of the invoice presented
 - Assign appropriate County accounting codes
 - Review compliance with not-to-exceed provisions of agreements
 - Not approve invoices without project manager authorization
 - Pay request packets to include invoices, supporting documentation, and a summary of the amount paid to date versus the contract authorization for each invoice presented.

Project Accounting by
Peña Swayze & Co., LLP
Certified Public Accountants

Accounting and Reporting Functions

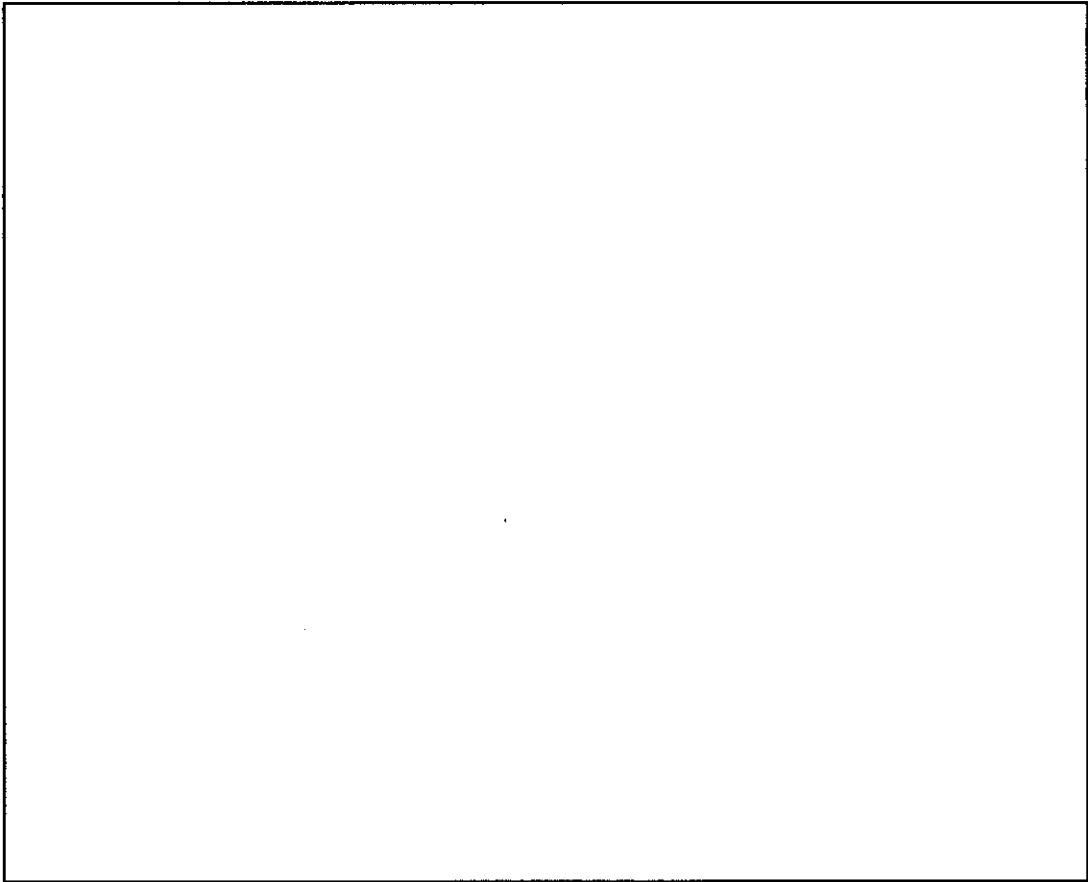
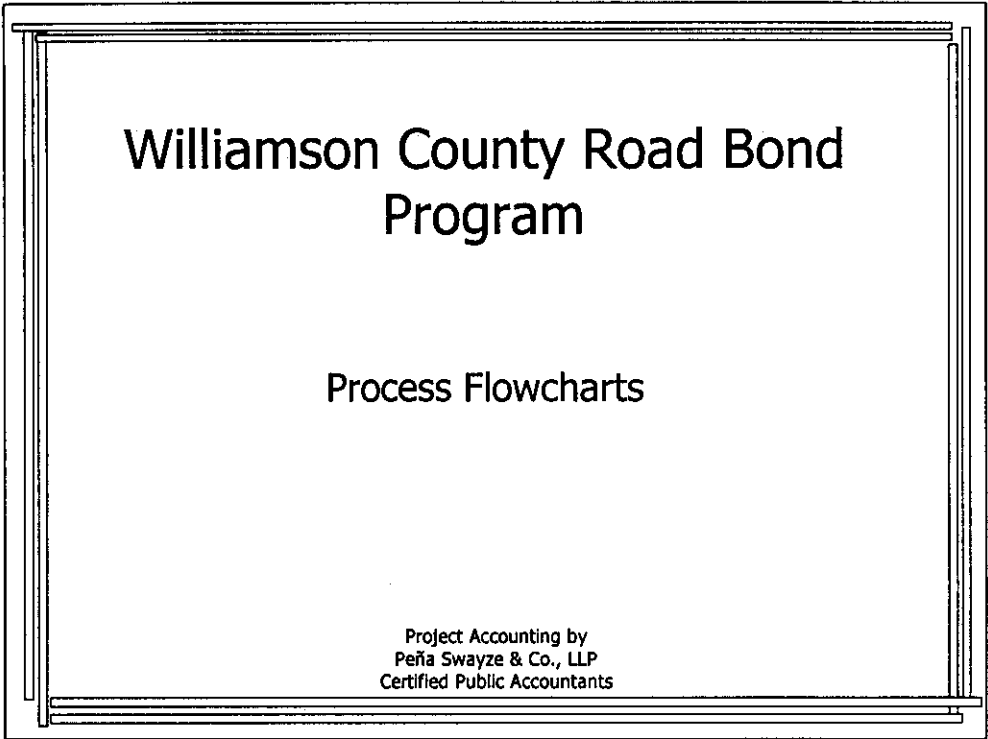
- Provide a monthly Project Status Report.
 - Report will summarize the project expenditures during the previous month, project to date, and include a comparison of inception-to-date expenditures to the project budget for each contract.
- Provide the County Auditor with information relative to projected cash needs to allow investing of bond proceeds until they are needed.
- Attend project meetings with the other Team Members to monitor project developments and upcoming cash flow needs.

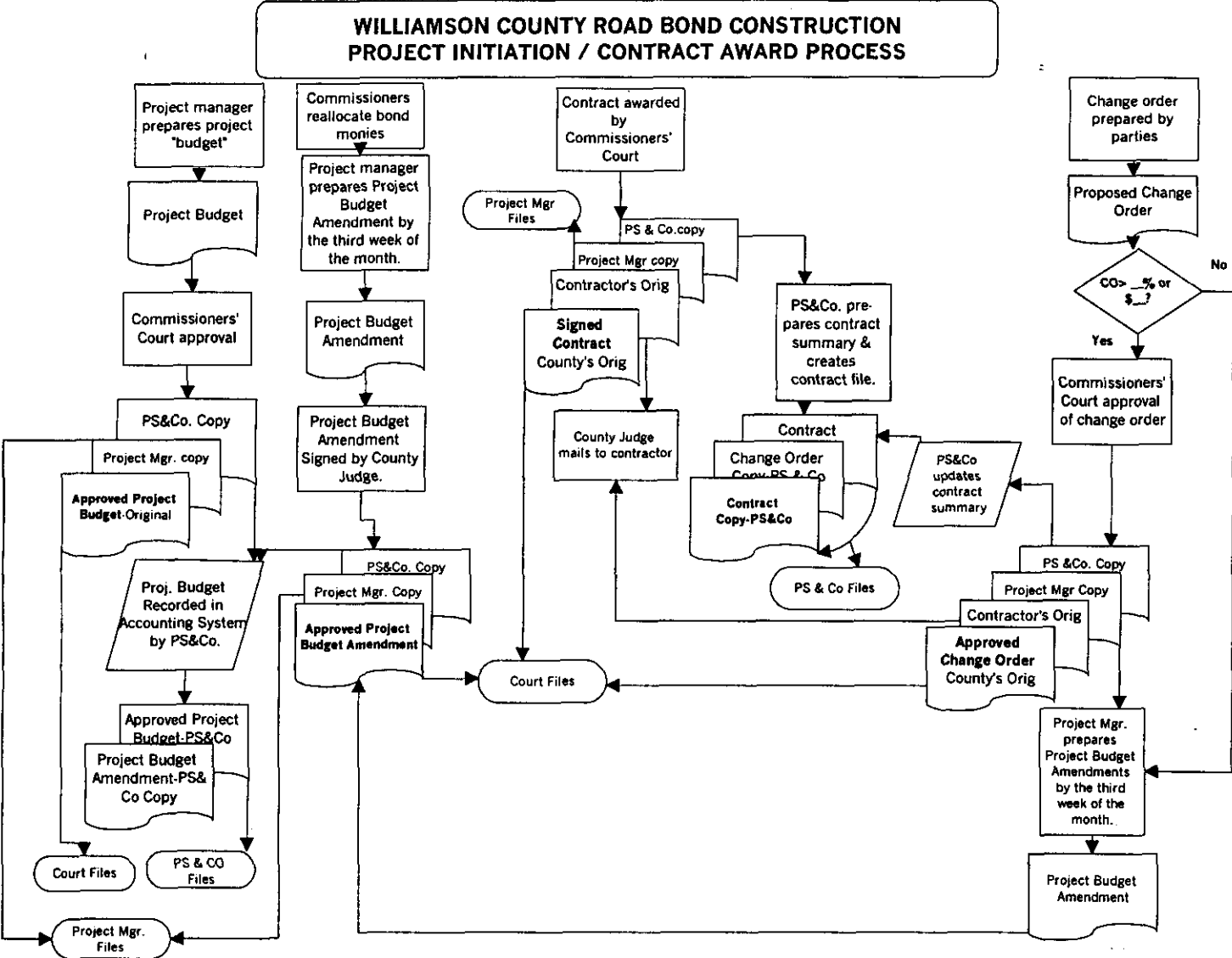
Project Accounting by
Peña Swayze & Co., LLP
Certified Public Accountants

Accounting and Reporting Functions

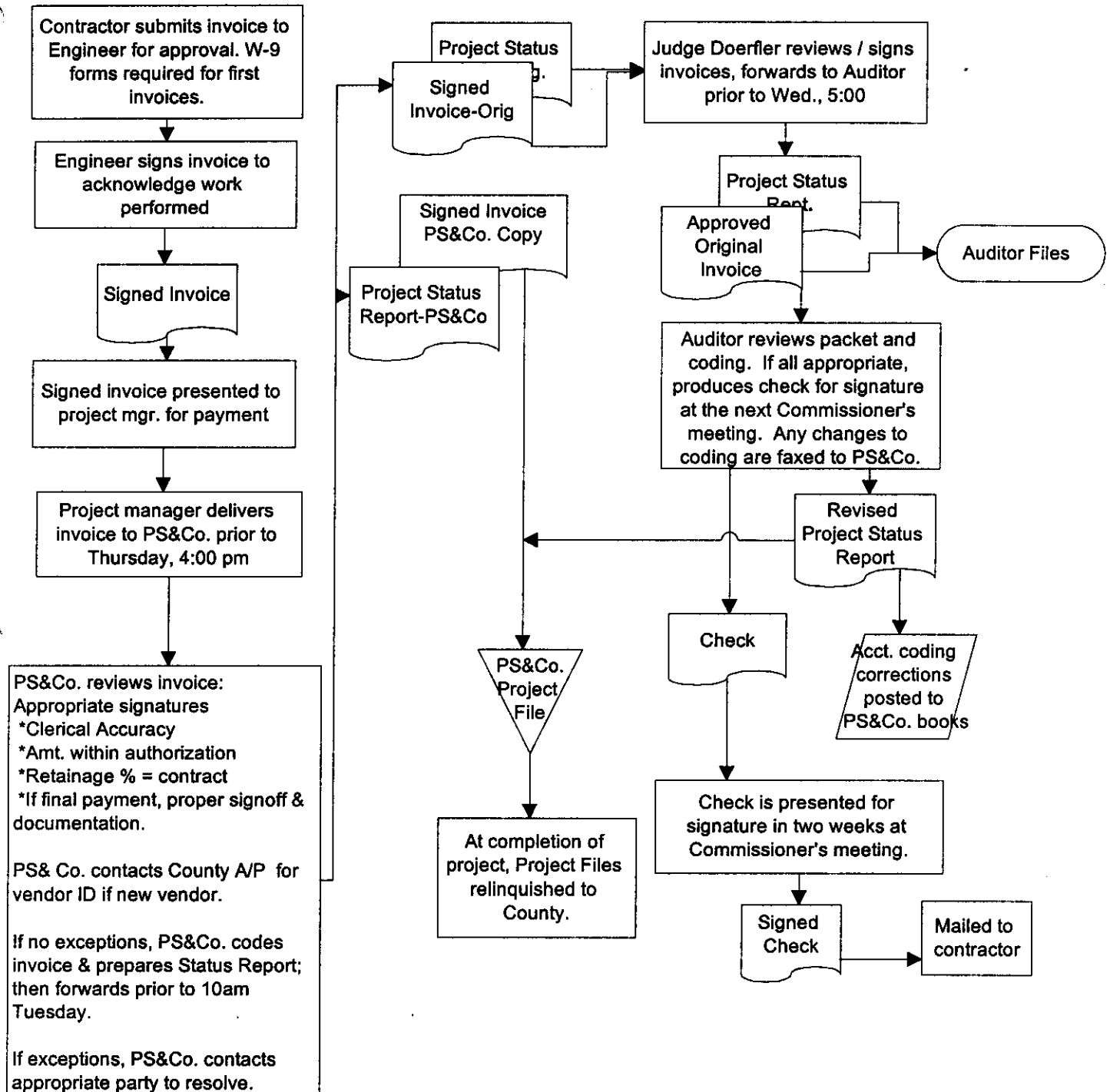
- Respond to County officials' inquiries relative to the bond program.
- Obtain read-only access to the County's financial system to reconcile differences between the County's system and the project accounting system.
- Coordinate any desired website reporting with the County auditor's office.

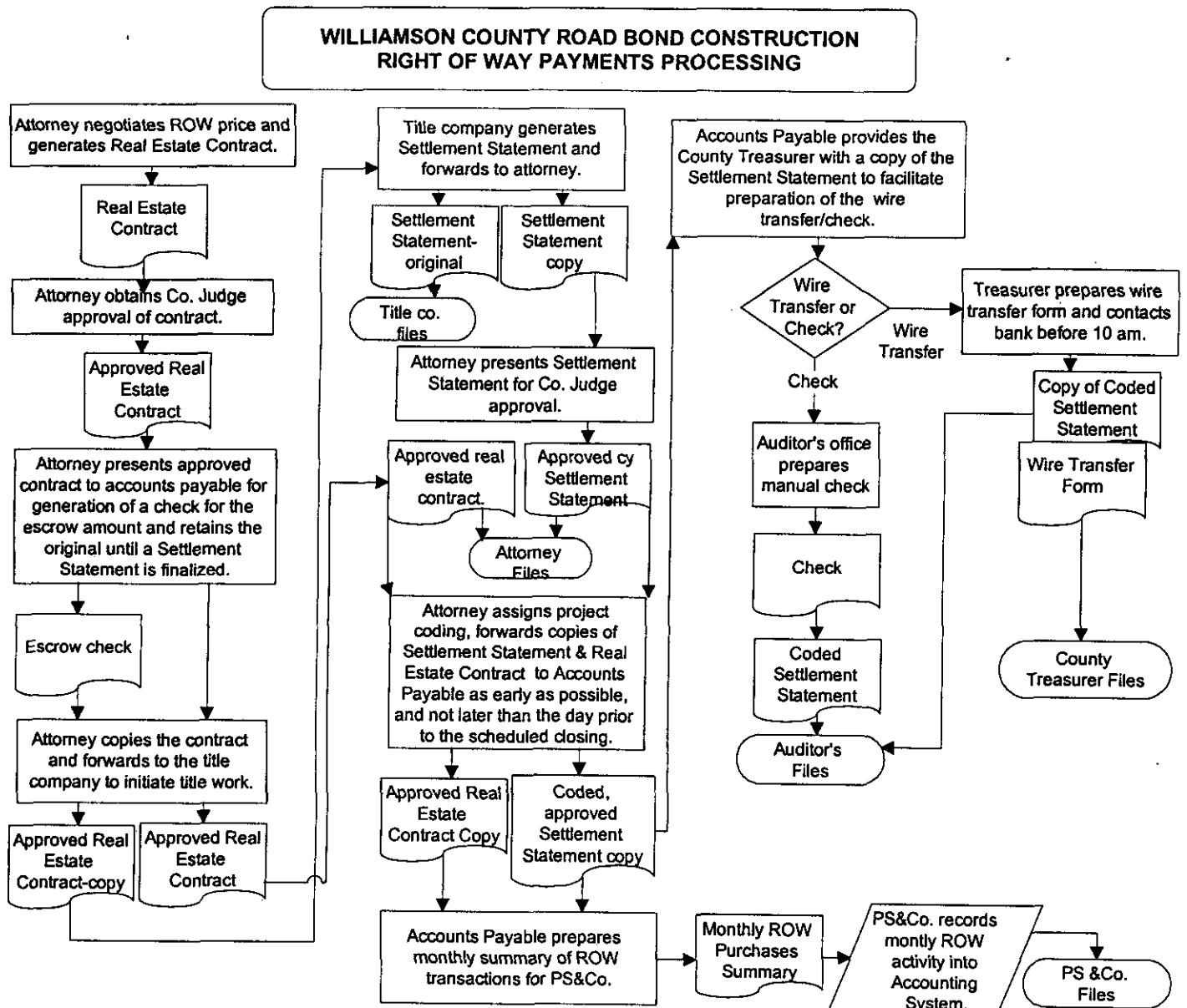
Project Accounting by
Peña Swayze & Co., LLP
Certified Public Accountants



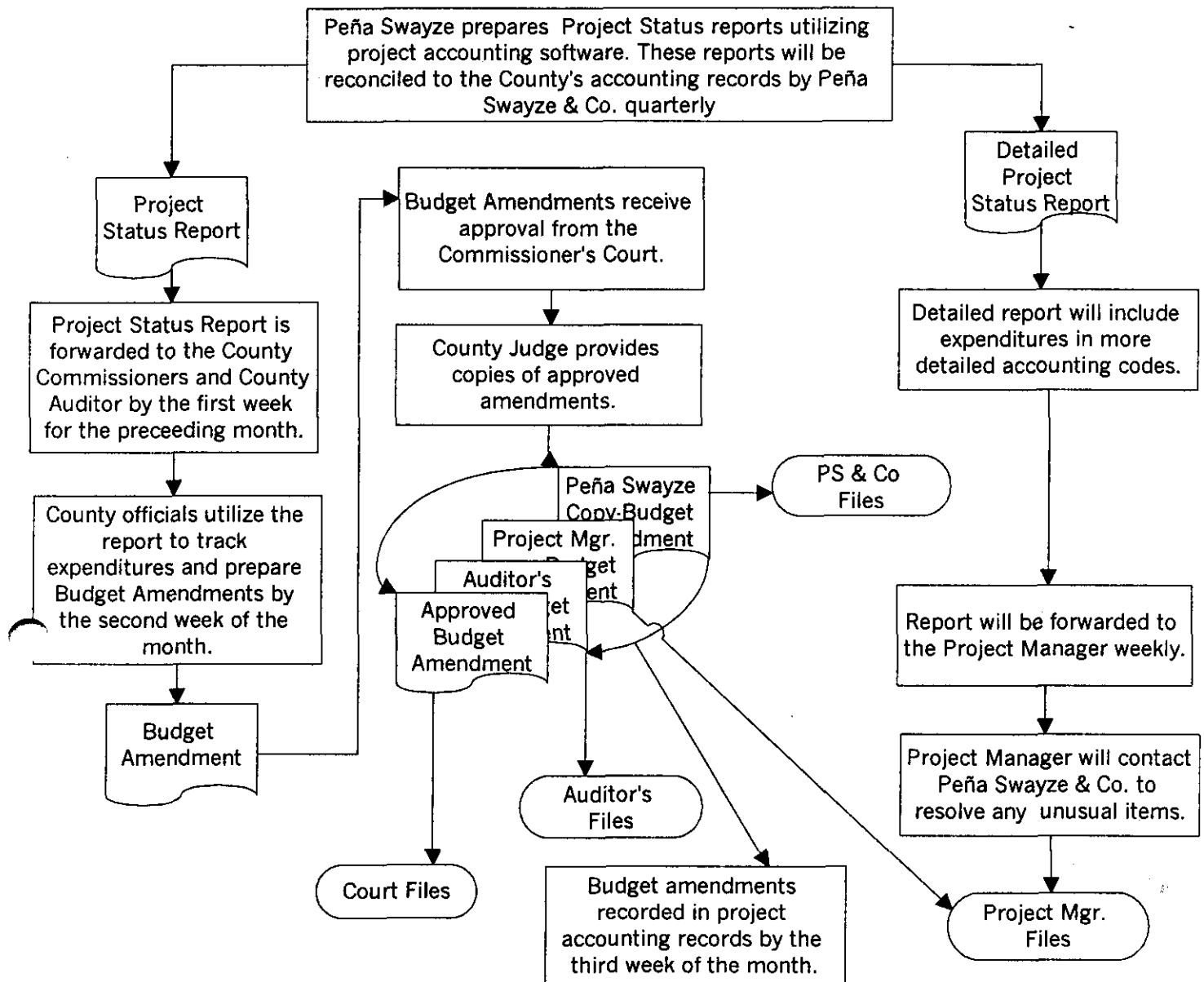


WILLIAMSON COUNTY ROAD BOND CONSTRUCTION INVOICE REVIEW AND PAYMENT ADMINISTRATION





WILLIAMSON COUNTY ROAD BOND CONSTRUCTION PROJECT REPORTING/BUDGET TRACKING



**Williamson County Road Bond Program
Task Assignment Worksheet
County Judge**

<u>Frequency/Timing</u>	<u>Task Description</u>
Project Initiation / Contract Award	
Annually	Approve project budgets
Weekly/Tuesdays	Approve award of contracts
Ongoing	Sign contracts & change orders
Monthly/by 3rd Friday	Approve budget amendments
Weekly	Forward copies of contracts, change orders, budget amendments to Peña Swayze & Co., LLP and Prime Strategies, Inc.
Invoice Review / Payment Administration	
Weekly/by Wed 5:00	Review and authorize payments (packets will be received from Peña Swayze & Co., LLP by Tuesday at 10:00 am) and forward to County Auditor for payment.
Ongoing	Monitor expenditures vs. budget.
Right of Way Payments Processing	
Ongoing	Approve real estate contract
Ongoing	Approve Settlement Statement
Ongoing	Monitor expenditures vs. budget.
Project Reporting / Budget Tracking	
Monthly	Monitor monthly project status reports.
Monthly	Prepare budget amendments by the second week of the month.
Monthly	Approve budget amendments by the third week of the month.
Ongoing	Forward copies of monthly budget amendments to Peña Swayze & Co., LLP and Prime Strategies, Inc.

**Williamson County Road Bond Program
Task Assignment Worksheet
Commissioners' Court**

Frequency/Timing Task Description

Project Initiation / Contract Award

Annually	Approve project budgets.
Weekly/Tuesdays	Approve award of contracts.
Monthly	Approve budget amendments.

Invoice Review / Payment Administration

Weekly	Approve payments to contractors.
Ongoing	Monitor expenditures vs. budgets.

Right of Way Payments Processing

Ongoing	Approve real estate transactions.
Ongoing	Monitor expenditures vs. budget.

Project Reporting / Budget Tracking

Monthly	Monitor monthly project status reports.
Monthly	Approve budget amendments by the third week of the month.

**Williamson County Road Bond Program
Task Assignment Worksheet
County Auditor**

Frequency/TimingTask Description**Project Initiation / Contract Award**

As needed Obtain copies of contracts on an as-needed basis from the Clerk.

Invoice Review / Payment Administration

Weekly/Wednesday Receive payment packets from the County Judge
Weekly Review payment packets for coding and fax any changes to
 Peña Swayze & Co., LLP.
Ongoing Maintain County financial payment information.
Weekly/Tuesdays Prepare checks for approval by Commissioner's Court.
Ongoing Maintain original invoices/payment documentation.

Right of Way Payments Processing

Ongoing Print escrow checks upon presentation of an approved real
 estate contract by attorney.
Ongoing Print settlement checks for closings within one day of notice from
 the attorney.
Ongoing If a wire transfer is utilized, verify accuracy of account coding vs.
 what was prescribed by the attorney.
Monthly/1st week Prepare monthly summary of ROW transactions for the past
 month for Peña Swayze & Co., LLP.
Ongoing Maintain Real Estate Contracts and Settlement Statements for
 ROW purchases-copies will not be kept in Peña Swayze & Co.
 files.

Project Reporting / Budget Tracking

Monthly Monitor monthly project status reports.
Quarterly Address with Peña Swayze & Co., any reconciling items that it identifies
 after quarterly comparison of project status repts. to County records.
Ongoing Post budget amendments to the County's accounting system.

**Williamson County Road Bond Program
Task Assignment Worksheet
Project Manager-Prime Strategies, Inc.**

<u>Frequency/Timing</u>	<u>Task Description</u>
Project Initiation / Contract Award	
Annually	Prepare project budget.
Ongoing	Receive copies of contracts & change orders awarded from the County Judge and administer contract compliance.
Ongoing	Maintain project construction files.
Ongoing	Master contracts and subcontracts negotiated will be submitted directly to the County Judge for inclusion on the Court agenda. Funding source should be delineated on the documentation.
Invoice Review / Payment Administration	
Ongoing	Project construction monitoring and invoice substantiation.
Weekly/by Thurs. 4:00	Provide payment request packets with signatures indicating OK-to-pay to Peña Swayze & Co.,LLP for review and coding prior to submittal to the County. Funding source should be delineated on the documentation. Provide W-9 forms for first invoices for each contractor. Advise contractors about County payment requirements/terms.
Right of Way Payments Processing	
Ongoing	Monitor Right of Way costs versus budget.
Project Reporting / Budget Tracking	
Weekly	Monitor project status reports.
Ongoing	Address with Peña Swayze & Co. any unusual items in project status reports.

**Williamson County Road Bond Program
Task Assignment Worksheet
Project Accounting-Peña Swayze & Co., LLP**

<u>Frequency/Timing</u>	<u>Task Description</u>
Project Initiation / Contract Award	
Monthly/3rd Friday	Receive project budget and amendments and record in project accounting system.
Ongoing	Maintain budget / budget amendments in project accounting records.
Ongoing	Receive contract copies from County Judge and setup vendor files by project.
Ongoing	Receive change orders from County Judge, file and record in project accounting system.
Invoice Review / Payment Administration	
Weekly/Tuesday 10 am	Review payment request packets, code and submit to County Judge prior to 10:00 am Tuesday.
Ongoing	Maintain copies of submittals to County Judge for project accounting records.
Ongoing	Ensure the receipt of a W-9 form for all initial payments.
Weekly	Obtain existing County vendor codes for new vendors.
Ongoing	Enter payments into project accounting system.
Ongoing	Receive faxed changes from County on account coding and correct project accounting system to reflect.
Right of Way Payments Processing	
Monthly	Receive report from County Auditor summarizing ROW purchases by budget line item and post to project accounting system.
Project Reporting / Budget Tracking	
Weekly	Prepare detailed project status reports for project manager.
Monthly	Prepare project status reports for County Court and Auditor.
Quarterly	Reconcile project status report to County accounting system.
Ongoing	Address unusual items discovered by project manager.

Williamson County Road Bond Program

Commissioner's Court Reports

Project Accounting by
Pefia Swayze & Co., LLP
Certified Public Accountants

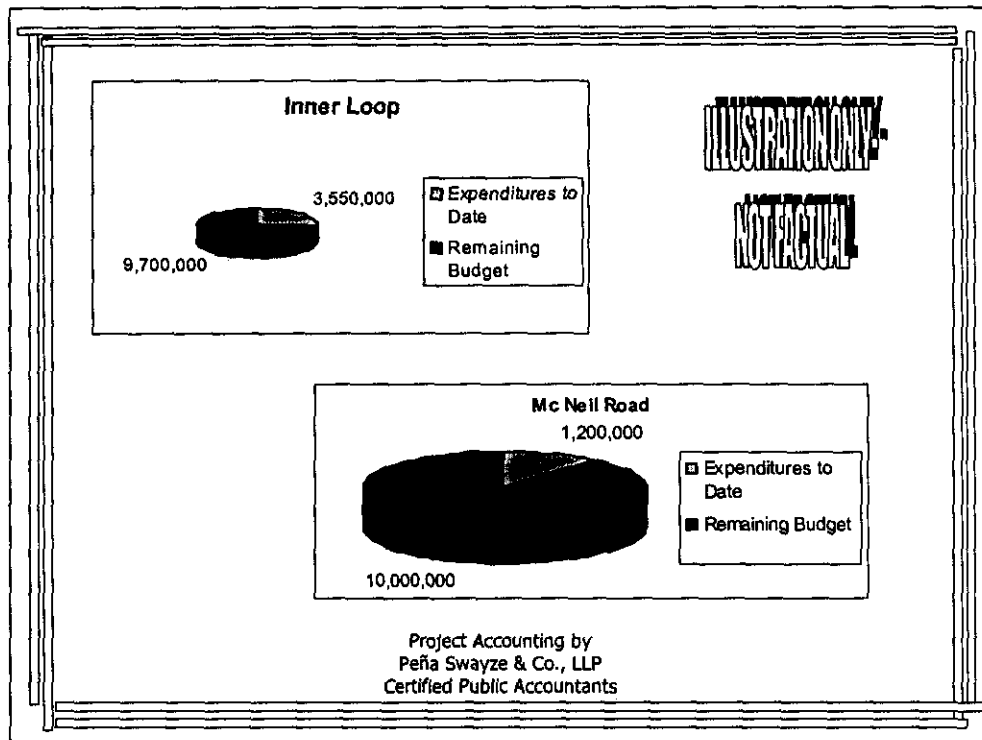
**WILLIAMSON COUNTY ROAD BOND PROJECTS
PROJECT STATUS - 2001 BOND ISSUE
AS OF _____**

	Project Total Budget	Original Cumulative Budget	(Revised) Cumulative Budget	Expenditures Project to Date	Remaining Budget
County Projects					
Non Departmental - County	\$ -	\$ -	\$ -	\$ -	\$ -
Inner Loop FM2338-US29					
Inner Loop FM2338-US29-ROW	200,000.00	200,000.00	200,000.00	-	200,000.00
Inner Loop FM2338-US29-Construction	7,500,000.00	3,000,000.00	3,000,000.00	-	7,500,000.00
Inner Loop US29-FM2243					
Inner Loop US29-FM2243-Design	500,000.00	500,000.00	500,000.00	-	500,000.00
Inner Loop US29-FM2243-ROW	250,000.00	250,000.00	250,000.00	-	250,000.00
Inner Loop US29-FM2243-Construction	4,800,000.00	800,000.00	800,000.00	-	4,800,000.00
Subtotal-Inner Loop	13,250,000.00	4,750,000.00	4,750,000.00	-	13,250,000.00
McNeil Road					
McNeil Road-Design	1,000,000.00	750,000.00	750,000.00	-	1,000,000.00
McNeil Road-ROW	1,200,000.00	200,000.00	200,000.00	-	1,200,000.00
McNeil Road-Construction	9,000,000.00	-	-	-	9,000,000.00
Subtotal-Mc Neil Road	11,200,000.00	950,000.00	950,000.00	-	11,200,000.00
Parmer-FM1431-IH35					
Parmer-FM1431-IH35-Route/Alignment	1,000,000.00	800,000.00	800,000.00	-	1,000,000.00
Parmer-FM1431-IH35-ROW	16,000,000.00	2,000,000.00	2,000,000.00	-	16,000,000.00
Parmer-FM1431-FM2243					
Parmer-FM1431-FM2243-Design	580,000.00	480,000.00	480,000.00	-	580,000.00
Parmer-FM1431-FM2243-Construction	7,300,000.00	1,100,000.00	1,100,000.00	-	7,300,000.00
Parmer-FM2243-US29					
Parmer-FM2243-US29-Design	600,000.00	400,000.00	400,000.00	-	600,000.00
Parmer-FM2243-US29-Construction	6,000,000.00	1,000,000.00	1,000,000.00	-	6,000,000.00
Parmer-US29-FM3405					
Parmer-US29-FM3405-Design	880,000.00	600,000.00	600,000.00	-	880,000.00
Parmer-US29-FM3405-Construction	12,000,000.00	-	-	-	12,000,000.00
Subtotal-Parmer Lane	44,360,000.00	6,380,000.00	6,380,000.00	-	44,360,000.00
Chandler-FM1460-US95					
Chandler-FM 1460-US95-Route/Alignment	390,000.00	400,000.00	400,000.00	-	390,000.00
Chandler-FM1460-US95-ROW	3,000,000.00	1,000,000.00	1,000,000.00	-	3,000,000.00
Chandler-FM1460-CR110					
Chandler-FM1460-CR110-Design	300,000.00	350,000.00	350,000.00	-	300,000.00
Chandler-FM1460-CR110-Construction	4,600,000.00	1,000,000.00	1,000,000.00	-	4,600,000.00
Chandler-CR110-FM1660					
Chandler-CR110-FM1660-Design	450,000.00	170,000.00	170,000.00	-	450,000.00
Chandler-CR110-FM1660-Construction	6,500,000.00	-	-	-	6,500,000.00
Subtotal-Chandler Road	15,240,000.00	2,920,000.00	2,920,000.00	-	15,240,000.00
Congestion/Safety Projects	10,000,000.00	5,000,000.00	5,000,000.00	-	10,000,000.00
Precinct Wide Projects					
Precinct 1	6,000,000.00	2,000,000.00	2,000,000.00	-	6,000,000.00
Precinct 2	6,000,000.00	2,000,000.00	2,000,000.00	-	6,000,000.00
Precinct 3	10,000,000.00	2,500,000.00	2,500,000.00	-	10,000,000.00
Precinct 4	10,000,000.00	3,000,000.00	3,000,000.00	-	10,000,000.00
Subtotal-Precinct Wide Projects	32,000,000.00	9,500,000.00	9,500,000.00	-	32,000,000.00
Subtotal County Projects	126,050,000.00	29,500,000.00	29,500,000.00	-	126,050,000.00

WILLIAMSON COUNTY ROAD BOND PROJECTS
PROJECT STATUS - 2001 BOND ISSUE
AS OF _____

	Project Total Budget	Original Cumulative Budget	(Revised) Cumulative Budget	Expenditures Project to Date	Remaining Budget
State Projects					
Non-Departmental	-	-	-	-	-
FM 1460					
FM 1460-Environmental/Schematic/ROW	-	-	-	-	-
FM 1460-ROW (10% participation)	2,500,000.00	-	-	-	2,500,000.00
Subtotal-FM 1460	2,500,000.00	-	-	-	2,500,000.00
SH 79					
SH79-Environmental/Schematic/ROW	1,600,000.00	500,000.00	500,000.00	-	1,600,000.00
SH79-ROW (100% participation)	1,000,000.00	-	-	-	1,000,000.00
Subtotal - SH 79	2,600,000.00	500,000.00	500,000.00	-	2,600,000.00
Subtotal State Projects	5,100,000.00	500,000.00	500,000.00		5,100,000.00
Turnpike Authority Projects					
Nondepartmental		-	-	-	-
Loop 1 North					
Loop 1 North-ROW/Utilities (50% participation)	4,000,000.00	6,000,000.00	6,000,000.00	-	4,000,000.00
SH 45					
SH45-ROW (100% participation)	12,000,000.00	20,000,000.00	20,000,000.00	-	12,000,000.00
Subtotal Turnpike Authority Projects	16,000,000.00	26,000,000.00	26,000,000.00	-	16,000,000.00
Environmental Mitigation-County Wide	10,000,000.00	4,000,000.00	4,000,000.00		10,000,000.00
Grand Total	\$ 157,150,000.00	\$ 60,000,000.00	\$ 60,000,000.00	\$ -	\$ 157,150,000.00

DRAFT
FOR DISCUSSION
PURPOSES ONLY



RECORDERS MEMORANDUM

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

Work session Issues

- Project budgets will need to be updated for changes in budget allocation approved by the Commissioner's Court. At what interval do these need to be aggregated for updating the project accounting system and the Auditor's records?

Project Accounting by
Peña Swayze & Co., LLP
Certified Public Accountants

Work session Issues

- Does the Court intend to approve each change order or allow some flexibility for the project engineer (eg. percentage of contract or a set dollar amount)? County policy needed.
- Will the County provide large contractors with advance payment for startup costs? County policy needed.

Project Accounting by
Peña Swayze & Co., LLP
Certified Public Accountants

Work session Issues

- Under what circumstances will the County offer the option to contractors of payment by wire transfer?
- Will the County provide "bulk" wire transfers to title companies for Right of Way purchases; allowing the title company to disburse during multiple closings.

Project Accounting by
Peña Swayze & Co., LLP
Certified Public Accountants

Work session Issues

- What accounting information is the County interested in presenting on its website?
- Will "Precinct" monies be accounted for using the same approvals and payments processes as the road bond projects? (Budget transfers are recommended for projects as they develop.)

Project Accounting by
Peña Swayze & Co., LLP
Certified Public Accountants

Work session Issues

- Will 2000 Certificates of Obligation monies be handled in the same manner as the road bond monies?
- Does the proposed reporting address all of the Court's needs? If not, what additional information is necessary?

Project Accounting by
Peña Swayze & Co., LLP
Certified Public Accountants

MINUTES

Of The

WILLIAMSON COUNTY ROAD DISTRICT MEETINGFebruary 13, 2001STATE OF TEXAS)(

COUNTY OF WILLIAMSON)(

BE IT REMEMBERED that at 10:51 a.m. on February 13, 2001, a REGULAR SESSION of the Commissioners' Court of Williamson County, Texas, was held pursuant to V.A.C.S. art. 6702, acting as ex-officio road commissioners of their respective precincts, the following members being present, to-wit:

JOHN C. DOERFLER, County Judge
MICHAEL L. HEILIGENSTEIN, Commissioner, Precinct 1
GREGORY W. BOATRIGHT, Commissioner, Precinct 2
DAVID HAYS, Commissioner, Precinct 3
FRANKIE LIMMER, Commissioner, Precinct 4
NANCY E. RISTER, County Clerk

I.Read and approve the minutes of the last meeting.Moved: **Judge Doerfler**Seconded: **Commissioner Hays**

Motion: To approve the minutes of the January 9, 2001 meeting.

Vote: **4- 0** with Commissioner Heiligenstein absent from the dais.II.Discuss and take appropriate action on the Southeast Williamson County Road District #1, including, but not limited to payment of bills.Moved: **Commissioner Hays**Seconded: **Judge Doerfler**

Motion: To approve payment of bills as follows:

\$99.73 to McCreary, Veselka, Bragg & Allen, P.C.

\$200.00 to Nickey Lawrence

\$221.21 to Williamson County Auditor

Vote: **4 - 0** with Commissioner Heiligenstein absent from the dais.

< Attachments >