

**AGENDA ITEM 32**

**Comments from Commissioners.**

**Commissioner Heiligenstein** advised that he would be attending a legislative hearing this afternoon regarding the role of a county in enforcing designated "no parking" areas.

**Commissioner Limmer** discussed the need for a flood plain policy, stating that the taxpayers should not have to pay for engineering fees for residents who want to build in the flood plain.

**COMMISSIONERS' COURT RECESSED AT 11:38 A.M. ON TUESDAY, MARCH 20, 2001.**

**COMMISSIONERS' COURT RECONVENED AT 1:30 P.M. ON TUESDAY, MARCH 20, 2001.**

**AGENDA ITEM 33**

Discuss and take any appropriate action on road bond programs.

The following individuals addressed the court:

**Dan Wegmiller** of First Southwest Company

< Attachment >

FIRST SOUTHWEST COMPANY

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**Presentation to:**

**WILLIAMSON  
COUNTY  
TEXAS**

*Williamson County, Texas*

Series 2001 Financing Options

3/20/2001

March 20, 2001

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3/20/2001

# Preliminary Timetable of Events

March						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

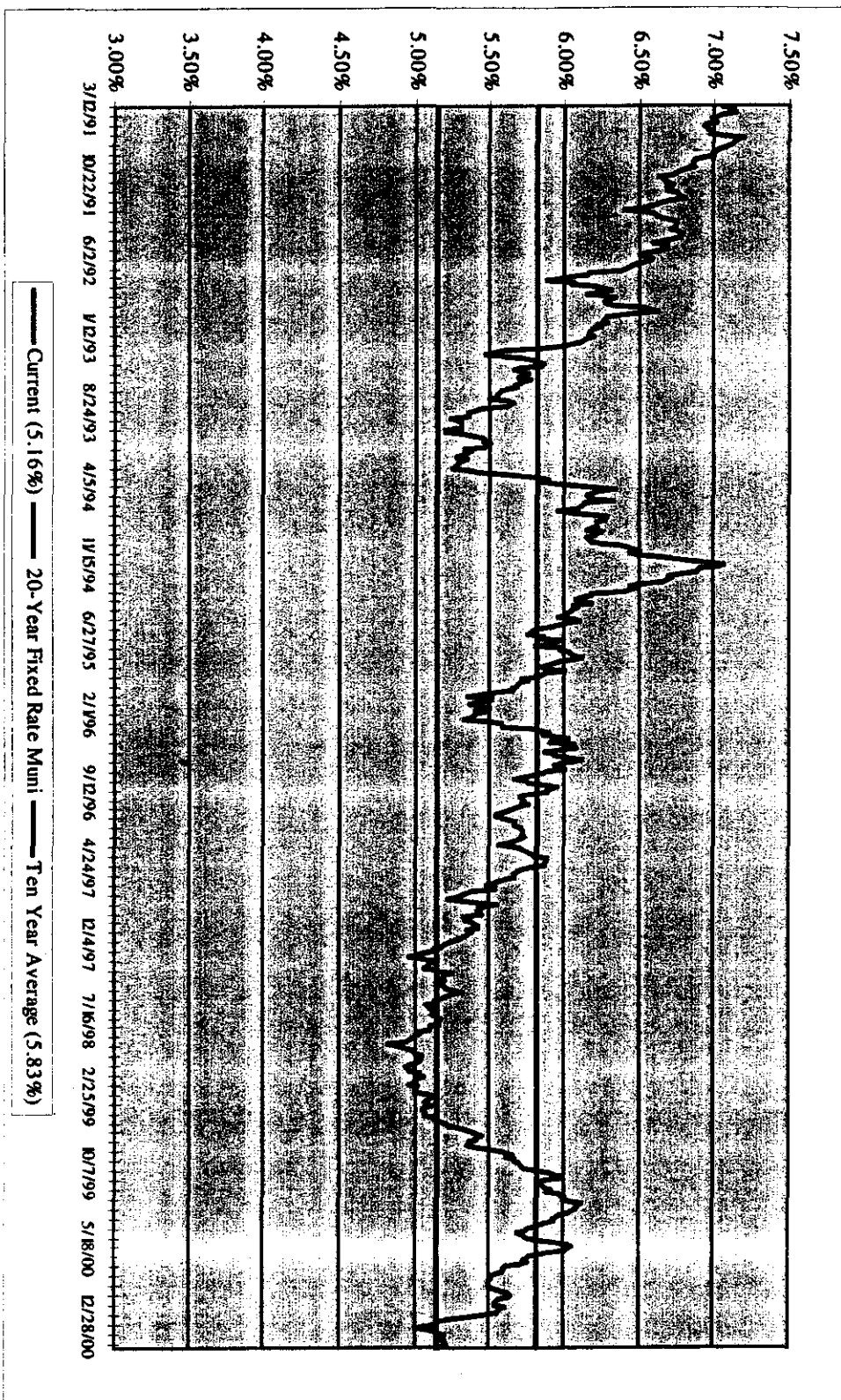
April						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Date	Day	Event
April 3	Tuesday	Commissioners' Court considers a Resolution approving the Preliminary Official Statement.
April 17	Tuesday	Preliminary Official Statements are delivered to prospective bidders by First Southwest Company.
April 19-20	Thurs.-Fri.	Proposed meetings with Bond Rating Agencies.
April 26	Thursday	Bond Ratings are received and published by First Southwest Company.
May 1	Tuesday	Sale. Bids on the Bonds are received and awarded by Commissioners Court.
May 29	Tuesday	Closing. Bonds are delivered and proceeds received.

**BOLD** indicates formal action by the County.

# 10-Year History of Tax-Exempt G.O. Interest Rates



## Financing Goal

### *GOAL = Maximum project funds assuming a 2¢ tax impact*

- The structure of the new money deal, and therefore the maximum amount the County can issue subject to the 2¢ tax impact constraint, will vary according to the following factors:
  - Market interest rates at the time of the bond sale/pricing,
  - Whether or not the County opts to refund/restructure existing debt and
  - The timing and amount of the next bond issue.

3/20/2001

## Summary of Assumptions

- Fiscal Year 2001 Taxable Assessed Valuation = \$13,587,301,412 (provided by the County).
- Taxable Assessed Valuation assumed to grow at the following rates:
  - 2002 - 2004: 8.0% / year
  - 2005 - 2007: 5.0% / year
  - 2008 - 2026: 2.5% / year
- Fiscal Year 2001 interest & sinking fund tax rate is 9.153¢ (provided by the County).
- Tax collections are estimated at 99.0% for purposes of illustration.
- Interest is calculated at current non-QTEO, insured market rates as of March 16, 2001.
- Fiscal Year 2002 debt service on the new money bonds is interest only and shown net of accrued interest.
- The new money bonds are shown as level debt service for purposes of illustration only.

3/20/2001

# Scenario 1 - New Money Only

## 2c Tax Increase = \$80,555,000

FYE 9/30	Assessed Valuation	Total Existing Debt	Series 2001			Est. Total Debt Service	Est. I&S Tax Rate	Change
			Principal	Interest	Total			
2001	\$ 13,587,301,412	\$ 12,434,322	\$ -	\$ 4,713,573	\$ 4,713,573	\$ 12,434,322	\$ 0.09153	\$ -
2002	14,674,285,525	11,489,665	-	3,909,877	5,864,877	16,203,238	0.11153	0.0200
2003	15,848,228,367	11,491,475	1,955,000	3,838,519	5,863,519	17,356,352	0.11062	
2004	17,116,086,636	11,438,475	2,025,000	3,763,594	5,863,594	17,301,994	0.10211	
2005	17,971,890,968	11,473,225	2,100,000	3,683,794	5,863,794	17,336,819	0.09744	
2006	18,870,485,517	11,466,575	2,180,000	3,597,902	5,862,902	17,320,477	0.09277	
2007	19,814,009,792	11,457,575	2,265,000	3,506,437	5,861,170	16,841,912	0.08830	
2008	20,309,360,037	11,015,975	2,355,000	3,408,437	5,863,437	16,877,145	0.08394	
2009	20,817,094,038	10,978,475	2,455,000	3,304,100	5,864,100	15,887,375	0.08172	
2010	21,337,521,389	10,023,275	2,560,000	3,192,740	5,862,740	15,365,959	0.07521	
2011	21,870,959,424	9,403,375	2,670,000	2,947,514	5,862,514	15,331,193	0.07051	
2012	22,417,733,409	9,501,500	2,790,000	2,811,383	5,861,383	15,294,083	0.06743	
2013	22,978,176,745	9,476,100	2,915,000	2,665,593	5,860,593	15,348,177	0.06265	
2014	23,552,631,163	9,432,700	3,050,000	2,509,677	5,862,598	15,330,798	0.06105	
2015	24,141,446,942	9,470,600	3,195,000	2,164,134	5,864,134	15,385,134	0.05978	
2016	24,744,983,116	9,483,500	3,355,000	1,974,324	5,864,324	15,308,324	0.05803	
2017	25,363,607,694	9,468,200	3,520,000	1,773,211	5,863,211	15,403,211	0.05696	
2018	25,997,697,886	9,521,000	3,700,000	1,560,122	5,865,122	15,403,211	0.05696	
2019	26,647,640,333	9,444,000	3,890,000	1,334,540	5,864,540	15,403,211	0.05696	
2020	27,313,831,342	9,540,000	4,090,000	1,094,450	5,864,450	15,403,211	0.05696	
2021	27,996,677,125	-	4,305,000	841,640	5,861,640	15,403,211	0.05696	
2022	28,696,594,053	-	4,530,000	575,580	5,865,580	15,403,211	0.05696	
2023	29,414,008,905	-	4,770,000	295,210	5,865,210	15,403,211	0.05696	
2024	30,149,359,127	-	5,020,000	-	-	15,403,211	0.05696	
2025	30,903,093,105	-	5,290,000	-	-	15,403,211	0.05696	
2026	31,675,670,433	-	5,570,000	-	-	15,403,211	0.05696	
			\$ 208,010,012	\$ 80,555,000	\$ 64,883,138	\$ 145,438,138	\$ 333,448,150	\$ 0.020

3/20/2001

**WILLIAMSON**  
COUNTY  
TEXAS

**FS**  
FIRST SOUTHWEST COMPANY

3/20/2001

**Williamson County, Texas**  
**New Money Only, Series 2001**  
**Rates are as of 3/16/01**  
**(Competitive Sale)**  
**SOURCES & USES**

Dated 05/01/2001

Delivered 06/01/2001

**SOURCES OF FUNDS**

Par Amount of Bonds..... \$80,555,000.00

Accrued Interest from 05/01/2001 to 06/01/2001..... 325,823.04

TOTAL SOURCES..... \$80,880,823.04

**USES OF FUNDS**

Costs of Issuance..... 185,000.00

Deposit to Debt Service Fund..... 325,823.04

Deposit to Project Construction Fund..... 80,370,000.00

TOTAL USES..... \$80,880,823.04

First Southwest Company  
Public FinanceFile = WILLIAMSON CO Mar 20, SF-01 2 cent increase 3/16  
3/19/2001 10:55 AM

3/20/2001

**Williamson County, Texas**  
**New Money Only, Series 2001**  
*Rates are as of 3/16/01*  
*(Competitive Sale)*  
**PRICING SUMMARY**

Maturity	Type	of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
8/15/2003	Serial	Coupon	3.650%	3.650%	1,955,000.00	100.000%	1,955,000.00
8/15/2004	Serial	Coupon	3.700%	3.700%	2,025,000.00	100.000%	2,025,000.00
8/15/2005	Serial	Coupon	3.800%	3.800%	2,100,000.00	100.000%	2,100,000.00
8/15/2006	Serial	Coupon	3.940%	3.940%	2,180,000.00	100.000%	2,180,000.00
8/15/2007	Serial	Coupon	4.050%	4.050%	2,265,000.00	100.000%	2,265,000.00
8/15/2008	Serial	Coupon	4.150%	4.150%	2,355,000.00	100.000%	2,355,000.00
8/15/2009	Serial	Coupon	4.250%	4.250%	2,455,000.00	100.000%	2,455,000.00
8/15/2010	Serial	Coupon	4.350%	4.350%	2,560,000.00	100.000%	2,560,000.00
8/15/2011	Serial	Coupon	4.430%	4.430%	2,670,000.00	100.000%	2,670,000.00
8/15/2012	Serial	Coupon	4.550%	4.550%	2,790,000.00	100.000%	2,790,000.00
8/15/2013	Serial	Coupon	4.670%	4.670%	2,915,000.00	100.000%	2,915,000.00
8/15/2014	Serial	Coupon	4.780%	4.780%	3,050,000.00	100.000%	3,050,000.00
8/15/2015	Serial	Coupon	4.880%	4.880%	3,195,000.00	100.000%	3,195,000.00
8/15/2016	Serial	Coupon	4.980%	4.980%	3,355,000.00	100.000%	3,355,000.00
8/15/2017	Serial	Coupon	5.070%	5.070%	3,520,000.00	100.000%	3,520,000.00
8/15/2018	Serial	Coupon	5.130%	5.130%	3,700,000.00	100.000%	3,700,000.00
8/15/2019	Serial	Coupon	5.170%	5.170%	3,890,000.00	100.000%	3,890,000.00
8/15/2020	Serial	Coupon	5.210%	5.210%	4,090,000.00	100.000%	4,090,000.00
8/15/2021	Serial	Coupon	5.240%	5.240%	4,305,000.00	100.000%	4,305,000.00
8/15/2022	Serial	Coupon	5.300%	5.300%	4,530,000.00	100.000%	4,530,000.00
8/15/2023	Serial	Coupon	5.300%	5.300%	4,770,000.00	100.000%	4,770,000.00
8/15/2024	Serial	Coupon	5.300%	5.300%	5,020,000.00	100.000%	5,020,000.00
8/15/2025	Serial	Coupon	5.300%	5.300%	5,290,000.00	100.000%	5,290,000.00
8/15/2026	Serial	Coupon	5.300%	5.300%	5,570,000.00	100.000%	5,570,000.00
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>80,555,000.00</b>	<b>-</b>	<b>80,555,000.00</b>

First Southwest Company  
Public Finance

File = WILLAMSON CO Mar 20 SF-01 2 cent Increase 3/16  
3/19/2001 10:55 AM

# Scenario 2 - New Money & Refunding

## 2c Tax Increase = \$98,465,000

FYE	Assessed Valuation	Total Existing Debt	Status 2001		Est. Total Debt Service	Est. Tax Rate 1&S	Change
			Refunded Debt	PLUS Refunding Debt New Money			
2001	\$ 13,587,301,412	\$ 12,434,322	\$ 1,305,788	\$ 1,305,787	\$ 12,434,321	\$ 0.09153	\$ -
2002	14,614,285,525	11,489,665	3,386,575	2,291,482	16,203,286	0.11153	0.0200
2003	15,848,228,367	11,491,475	2,570,200	2,566,482	17,283,943	0.11016	
2004	17,116,086,636	11,438,475	2,570,200	2,566,445	18,704,405	0.11038	
2005	17,971,890,968	11,473,225	2,570,200	2,565,900	18,740,740	0.10533	
2006	18,870,485,517	11,466,575	2,570,200	2,569,690	18,738,890	0.10031	
2007	19,814,009,792	11,457,575	2,570,200	2,567,476	18,726,099	0.09546	
2008	20,309,360,037	11,015,975	2,570,200	2,569,516	18,287,734	0.09096	
2009	20,817,094,038	10,978,475	2,570,200	2,565,613	18,244,944	0.08853	
2010	21,337,521,389	10,023,275	2,570,200	2,565,951	17,290,669	0.08185	
2011	21,870,959,424	9,403,375	6,370,200	6,365,291	16,666,997	0.07698	
2012	22,417,733,409	9,501,500	6,445,200	6,440,338	16,768,536	0.07556	
2013	22,978,176,745	9,476,100	6,402,200	6,398,546	16,741,914	0.07360	
2014	23,552,631,163	9,432,700	6,347,200	6,343,959	16,700,107	0.07162	
2015	24,141,446,942	9,470,600	6,479,600	6,476,670	16,737,395	0.07003	
2016	24,744,983,116	9,483,500	7,387,000	7,382,058	16,749,791	0.06837	
2017	25,363,607,694	9,468,200	8,424,200	8,419,812	16,732,877	0.06664	
2018	25,997,697,886	9,521,000	8,477,000	8,473,478	16,785,237	0.06522	
2019	26,647,640,333	9,444,000	-	-	16,716,549	0.06337	
2020	27,313,831,342	9,540,000	-	-	16,808,096	0.06216	
2021	27,996,677,125	-	-	-	7,268,949	0.02623	
2022	28,696,594,053	-	-	-	7,269,395	0.02559	
2023	29,414,008,905	-	-	-	7,271,800	0.02497	
2024	30,149,359,127	-	-	-	7,268,305	0.02435	
2025	30,903,093,105	-	-	-	7,268,380	0.02376	
2026	31,675,670,433	-	-	-	7,270,965	0.02319	
		\$ 208,010,012	\$ 81,586,563	\$ 80,434,490	\$ 178,822,381	\$ 385,680,320	\$ 0.020

## Debt Refunding Considerations

### Benefits

- By concentrating debt service savings in FY 2002, the County can increase its capacity for new money issuance.
- A combined new money and refunding transaction gives the County the ability to pay all of the issuance costs out of the refunding portion, thereby maximizing construction proceeds.

### Costs

- The County loses the flexibility to refund these bonds in the future. This is especially important when considering whether or not to include the Series 2000 and Series 2000-A issues in a potential refunding. Both issues have over nine years until the first call date.
- Current reinvestment rates can make refunding escrows inefficient, creating negative arbitrage and less than optimal refundings (subject to day-to-day rate movements and investment types).

3/20/2001

3/20/2001

**Williamson County, Texas**  
**New Money + Refunding Issue**  
**Series 2001**

**TOTAL ISSUE SOURCES AND USES**

Dated 05/01/2001

Delivered 05/29/2001

**SOURCES OF FUNDS**

	new money	refunding	Issue Summary
Par Amount of Bonds.....	\$98,465,000.00	\$47,550,000.00	\$146,015,000.00
Accrued Interest from 05/01/2001 to 05/29/2001.....	373,036.65	178,226.38	551,263.03
Transfers from Prior Issue Debt Service Funds.....	-	822,030.19	822,030.19

<b>TOTAL SOURCES.....</b>	<b>\$98,838,036.65</b>	<b>\$48,550,256.57</b>	<b>\$147,388,293.22</b>
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**USES OF FUNDS**

Total Underwriter's Discount (0.550%).....	541,557.50	261,525.00	803,082.50
Costs of Issuance.....	182,000.00	93,000.00	275,000.00
Gross Bond Insurance Premium.....	304,632.21	135,644.17	440,276.38
Deposit to Debt Service Fund.....	373,036.65	178,226.38	551,263.03
Deposit to Project Construction Fund.....	97,435,000.00	-	97,435,000.00
Deposit to Net Cash Escrow Fund.....	-	47,880,456.84	47,880,456.84
Rounding Amount.....	1,810.29	1,404.18	3,214.47

<b>TOTAL USES.....</b>	<b>\$98,838,036.65</b>	<b>\$48,550,256.57</b>	<b>\$147,388,293.22</b>
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3/20/2001

**Williamson County, Texas**  
**New Money + Refunding Issue**  
**Series 2001**  
**New Money Portion**  
**PRICING SUMMARY**

Maturity	Type	of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
8/15/2003	Serial	Coupon	3.650%	3.650%	1,000,000.00	100.000%	1,000,000.00
8/15/2004	Serial	Coupon	3.700%	3.700%	2,510,000.00	100.000%	2,510,000.00
8/15/2005	Serial	Coupon	3.800%	3.800%	2,605,000.00	100.000%	2,605,000.00
8/15/2006	Serial	Coupon	3.940%	3.940%	2,705,000.00	100.000%	2,705,000.00
8/15/2007	Serial	Coupon	4.050%	4.050%	2,810,000.00	100.000%	2,810,000.00
8/15/2008	Serial	Coupon	4.150%	4.150%	2,925,000.00	100.000%	2,925,000.00
8/15/2009	Serial	Coupon	4.250%	4.250%	3,045,000.00	100.000%	3,045,000.00
8/15/2010	Serial	Coupon	4.350%	4.350%	3,175,000.00	100.000%	3,175,000.00
8/15/2011	Serial	Coupon	4.430%	4.430%	3,310,000.00	100.000%	3,310,000.00
8/15/2012	Serial	Coupon	4.550%	4.550%	3,460,000.00	100.000%	3,460,000.00
8/15/2013	Serial	Coupon	4.670%	4.670%	3,615,000.00	100.000%	3,615,000.00
8/15/2014	Serial	Coupon	4.780%	4.780%	3,785,000.00	100.000%	3,785,000.00
8/15/2015	Serial	Coupon	4.880%	4.880%	3,965,000.00	100.000%	3,965,000.00
8/15/2016	Serial	Coupon	4.980%	4.980%	4,160,000.00	100.000%	4,160,000.00
8/15/2017	Serial	Coupon	5.070%	5.070%	4,365,000.00	100.000%	4,365,000.00
8/15/2018	Serial	Coupon	5.130%	5.130%	4,585,000.00	100.000%	4,585,000.00
8/15/2019	Serial	Coupon	5.170%	5.170%	4,825,000.00	100.000%	4,825,000.00
8/15/2020	Serial	Coupon	5.210%	5.210%	5,070,000.00	100.000%	5,070,000.00
8/15/2021	Serial	Coupon	5.240%	5.240%	5,335,000.00	100.000%	5,335,000.00
8/15/2022	Serial	Coupon	5.300%	5.300%	5,615,000.00	100.000%	5,615,000.00
8/15/2023	Serial	Coupon	5.300%	5.300%	5,915,000.00	100.000%	5,915,000.00
8/15/2024	Serial	Coupon	5.300%	5.300%	6,225,000.00	100.000%	6,225,000.00
8/15/2025	Serial	Coupon	5.300%	5.300%	6,555,000.00	100.000%	6,555,000.00
8/15/2026	Serial	Coupon	5.300%	5.300%	6,905,000.00	100.000%	6,905,000.00
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>98,465,000.00</b>	<b>-</b>	<b>98,465,000.00</b>

First Southwest Company  
Public Finance

File = WILLIAMSON CO Mar 20 A.SF-01 2 cent + ref 3/16 e  
3/19/2001 11:01 AM

**Williamson County, Texas**  
**New Money + Refunding Issue**  
**Series 2001**  
**Refunding Portion**  
**PRICING SUMMARY**

Maturity	Type	of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
8/15/2003	Serial	Coupon	3.650%	3.650%	275,000.00	100.000%	275,000.00
8/15/2004	Serial	Coupon	3.700%	3.700%	285,000.00	100.000%	285,000.00
8/15/2005	Serial	Coupon	3.800%	3.800%	295,000.00	100.000%	295,000.00
8/15/2006	Serial	Coupon	3.940%	3.940%	310,000.00	100.000%	310,000.00
8/15/2007	Serial	Coupon	4.050%	4.050%	320,000.00	100.000%	320,000.00
8/15/2008	Serial	Coupon	4.150%	4.150%	335,000.00	100.000%	335,000.00
8/15/2009	Serial	Coupon	4.250%	4.250%	345,000.00	100.000%	345,000.00
8/15/2010	Serial	Coupon	4.350%	4.350%	360,000.00	100.000%	360,000.00
8/15/2011	Serial	Coupon	4.430%	4.430%	4,175,000.00	100.000%	4,175,000.00
8/15/2012	Serial	Coupon	4.550%	4.550%	4,435,000.00	100.000%	4,435,000.00
8/15/2013	Serial	Coupon	4.670%	4.670%	4,595,000.00	100.000%	4,595,000.00
8/15/2014	Serial	Coupon	4.780%	4.780%	4,755,000.00	100.000%	4,755,000.00
8/15/2015	Serial	Coupon	4.880%	4.880%	5,115,000.00	100.000%	5,115,000.00
8/15/2016	Serial	Coupon	4.980%	4.980%	6,270,000.00	100.000%	6,270,000.00
8/15/2017	Serial	Coupon	5.070%	5.070%	7,620,000.00	100.000%	7,620,000.00
8/15/2018	Serial	Coupon	5.130%	5.130%	8,060,000.00	100.000%	8,060,000.00
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>47,550,000.00</b>	<b>-</b>	<b>47,550,000.00</b>

First Southwest Company  
Public Finance

File = WILLIAMSON CO Mar 20 A.SF-01 2 cent + ref 3/16 e  
3/19/2001 11:02 AM

3/20/2001

**Williamson County, Texas**  
**New Money + Refunding Issue**  
**Series 2001**  
**Refunding Portion**  
**DEBT SERVICE COMPARISON**

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
9/30/2001	661,983.69	574,437.50	1,058,194.81	1,058,194.81	-
9/30/2002	2,291,482.00	3,223,875.00	5,515,357.00	6,510,450.00	1,095,093.00
9/30/2003	2,566,482.00	1,044,000.00	3,610,482.00	3,614,200.00	3,718.00
9/30/2004	2,566,444.50	1,044,000.00	3,610,444.50	3,614,200.00	3,755.50
9/30/2005	2,565,899.50	1,044,000.00	3,609,899.50	3,614,200.00	4,300.50
9/30/2006	2,569,689.50	1,044,000.00	3,613,689.50	3,614,200.00	510.50
9/30/2007	2,567,475.50	1,044,000.00	3,611,475.50	3,614,200.00	2,724.50
9/30/2008	2,569,515.50	1,044,000.00	3,613,515.50	3,614,200.00	684.50
9/30/2009	2,565,613.00	1,044,000.00	3,609,613.00	3,614,200.00	4,587.00
9/30/2010	2,565,950.50	1,044,000.00	3,609,950.50	3,614,200.00	4,249.50
9/30/2011	6,365,290.50	1,044,000.00	7,409,290.50	7,414,200.00	4,909.50
9/30/2012	6,440,338.00	1,044,000.00	7,484,338.00	7,489,200.00	4,862.00
9/30/2013	6,398,545.50	1,044,000.00	7,442,545.50	7,446,200.00	3,654.50
9/30/2014	6,343,959.00	1,044,000.00	7,387,959.00	7,391,200.00	3,241.00
9/30/2015	6,476,670.00	1,044,000.00	7,520,670.00	7,523,600.00	2,930.00
9/30/2016	7,382,058.00	1,044,000.00	8,426,058.00	8,431,000.00	4,942.00
9/30/2017	8,419,812.00	1,044,000.00	9,463,812.00	9,468,200.00	4,388.00
9/30/2018	8,473,478.00	1,044,000.00	9,517,478.00	9,521,000.00	3,522.00
9/30/2019	-	9,444,000.00	9,444,000.00	9,444,000.00	-
9/30/2020	-	9,540,000.00	9,540,000.00	9,540,000.00	-
<b>Total</b>	<b>79,790,686.69</b>	<b>39,486,312.50</b>	<b>119,098,772.81</b>	<b>120,250,844.81</b>	<b>1,152,072.00</b>

First Southwest Company  
Public Finance

File = WILLIAMSON CO Mar 20 A.SF-01 2 cent + ref 3/16 e  
3/19/2001 11:02 AM

**Williamson County, Texas**  
*New Money + Refunding Issue*  
*Series 2001*  
*Refunding Portion*  
**DEBT SERVICE COMPARISON**

**PRESENT VALUE ANALYSIS SUMMARY (NET TO NET)**

Gross PV Debt Service Savings.....	1,746,327.98
Net PV Cashflow Savings @ 4.946%(AIC).....	1,746,327.98
Accrued Interest Credit to Debt Service Fund.....	178,226.38.
Transfers from Prior Issue Debt Service Fund.....	(822,030.19)
NET PRESENT VALUE BENEFIT.....	\$1,102,524.17
NET PV BENEFIT / \$43,975,000 REFUNDED PRINCIPAL.....	2.507%
NET PV BENEFIT / \$47,550,000 REFUNDING PRINCIPAL.....	2.319%

First Southwest Company  
Public Finance

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3/19/2001 11:02 AM

3/20/2001

**Williamson County, Texas**  
**New Money + Refunding Issue**  
**Series 2001**  
**Refunding Portion**  
**SUMMARY OF BONDS REFUNDED**

ISSUE	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
88 go to ref	7/01/2002	Serial	Coupon	5.000%	250,000	7/01/2001	100.000%
Subtotal	-	-	-	-	250,000	-	-
00 \$22.5mm co	8/15/2011	Serial	Coupon	5.400%	500,000	8/15/2010	100.000%
00 \$22.5mm co	8/15/2012	Serial	Coupon	5.400%	500,000	8/15/2010	100.000%
00 \$22.5mm co	8/15/2013	Serial	Coupon	5.500%	600,000	8/15/2010	100.000%
00 \$22.5mm co	8/15/2014	Serial	Coupon	5.600%	600,000	8/15/2010	100.000%
00 \$22.5mm co	8/15/2015	Serial	Coupon	5.800%	700,000	8/15/2010	100.000%
00 \$22.5mm co	8/15/2016	Serial	Coupon	5.800%	1,800,000	8/15/2010	100.000%
00 \$22.5mm co	8/15/2017	Serial	Coupon	5.900%	2,800,000	8/15/2010	100.000%
00 \$22.5mm co	8/15/2018	Serial	Coupon	5.900%	3,000,000	8/15/2010	100.000%
Subtotal	-	-	-	-	10,300,000	-	-
00A \$60mm	8/15/2002	Serial	Coupon	5.500%	525,000	-	-
00A \$60mm	8/15/2011	Serial	Coupon	6.000%	3,300,000	8/15/2010	100.000%
00A \$60mm	8/15/2012	Serial	Coupon	6.000%	3,600,000	8/15/2010	100.000%
00A \$60mm	8/15/2013	Serial	Coupon	6.000%	3,700,000	8/15/2010	100.000%
00A \$60mm	8/15/2014	Serial	Coupon	6.000%	3,900,000	8/15/2010	100.000%
00A \$60mm	8/15/2015	Serial	Coupon	6.000%	4,200,000	8/15/2010	100.000%
00A \$60mm	8/15/2016	Serial	Coupon	6.000%	4,500,000	8/15/2010	100.000%
00A \$60mm	8/15/2017	Serial	Coupon	6.000%	4,700,000	8/15/2010	100.000%
00A \$60mm	8/15/2018	Serial	Coupon	6.000%	5,000,000	8/15/2010	100.000%
Subtotal	-	-	-	-	33,425,000	-	-
Total	-	-	-	-	43,975,000	-	-

First Southwest Company  
Public Finance

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3/19/2001 11:02 AM

**Williamson County, Texas**  
**New Money + Refunding Issue**  
**Series 2001**  
**Refunding Portion**  
**ESCROW FUND CASHFLOW**

Date	Net P+I	+Transfers	Receipts	Disbursements	Cash Balance
5/28/2001	(1,375.00)	584.87	0.56	-	0.56
6/30/2001	(1,284.00)	256,158.75	254,874.75	-	254,875.31
7/01/2001	1,375.00	-	1,375.00	256,250.00	0.31
7/15/2001	-	-	-	-	0.31
8/15/2001	731,737.13	568,000.00	1,299,737.13	1,299,537.50	199.94
1/15/2002	(189.00)	-	(189.00)	-	0.94
2/15/2002	1,289,652.13	-	1,299,652.13	1,299,537.50	115.57
7/15/2002	(115.00)	-	(115.00)	-	0.57
8/15/2002	1,824,585.63	-	1,824,585.63	1,824,537.50	48.70
1/15/2003	(48.00)	-	(48.00)	-	0.70
2/15/2003	1,285,518.63	-	1,285,518.63	1,285,100.00	418.33
7/15/2003	(419.00)	-	(419.00)	-	0.33
8/15/2003	1,285,889.63	-	1,285,889.63	1,285,100.00	789.98
1/15/2004	(789.00)	-	(789.00)	-	0.96
2/15/2004	1,285,527.13	-	1,285,527.13	1,285,100.00	428.09
7/15/2004	(428.00)	-	(428.00)	-	0.09
8/15/2004	1,285,166.13	-	1,285,166.13	1,285,100.00	66.22
1/15/2005	(66.00)	-	(66.00)	-	0.22
2/15/2005	1,286,054.13	-	1,286,054.13	1,285,100.00	954.35
7/15/2005	(954.00)	-	(954.00)	-	0.35
8/15/2005	1,285,942.13	-	1,285,942.13	1,285,100.00	842.48
1/15/2006	(842.00)	-	(842.00)	-	0.48
2/15/2006	1,285,830.13	-	1,285,830.13	1,285,100.00	730.61
7/15/2006	(730.00)	-	(730.00)	-	0.61
8/15/2006	1,285,718.13	-	1,285,718.13	1,285,100.00	618.74
2/15/2007	1,284,573.13	-	1,284,573.13	1,285,100.00	91.87
8/15/2007	1,285,010.63	-	1,285,010.63	1,285,100.00	2.50
2/15/2008	1,286,067.50	-	1,286,067.50	1,285,100.00	970.00

First Southwest Company  
Public Finance

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**Williamson County, Texas**  
**New Money + Refunding Issue**  
**Series 2001**  
**Refunding Portion**  
**ESCROW FUND CASHFLOW**

Date	Net P+I	+Transfers	Receipts	Disbursements	Cash Balance
8/15/2008	1,284,700.00	-	1,284,700.00	1,285,100.00	570.00
2/15/2009	1,284,700.00	-	1,284,700.00	1,285,100.00	170.00
8/15/2009	1,285,700.00	-	1,285,700.00	1,285,100.00	770.00
2/15/2010	1,284,430.00	-	1,284,430.00	1,285,100.00	100.00
8/15/2010	44,485,000.00	-	44,485,000.00	44,485,100.00	-
<b>Total</b>	<b>67,615,928.19</b>	<b>824,743.62</b>	<b>68,441,462.50</b>	<b>68,441,462.50</b>	<b>-</b>

**INVESTMENT PARAMETERS**

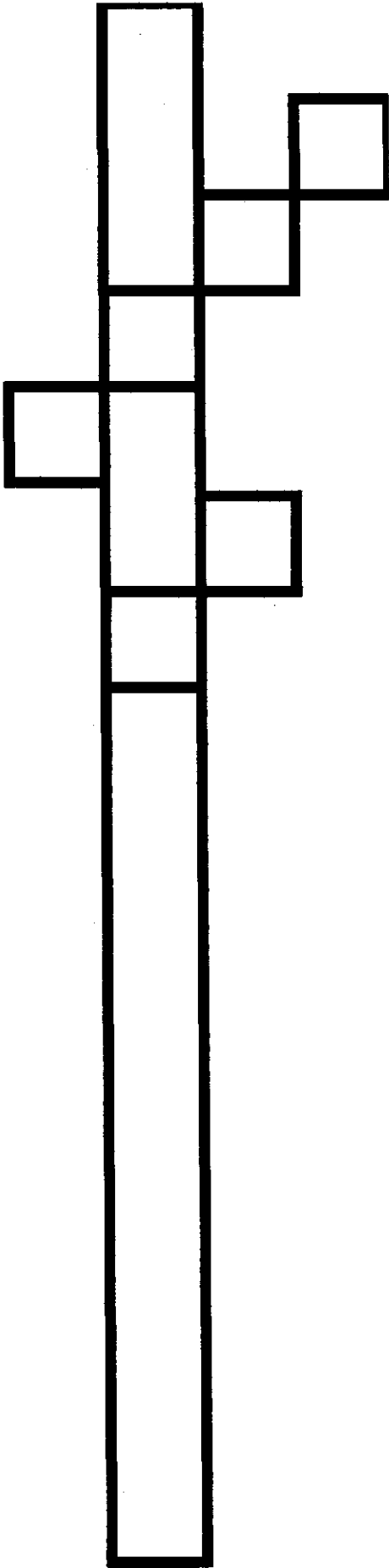
Investment Model [PV, GIC, or Securities].....	Securities
Default Investment yield target.....	Bond Yield
Cost of Investments Purchased with Fund Transfers.....	818,447.10
Cash Deposit.....	790.69
Cost of Investments Purchased with Bond Proceeds.....	47,061,219.05
Total Cost of Investments.....	\$47,880,456.84
Target Cost of Investments at bond yield.....	\$46,892,090.33
Actual positive or (negative) arbitrage.....	(169,919.41)
Yield to Receipt.....	4.9542484%
Yield for Arbitrage Purposes.....	5.0056693%

First Southwest Company  
Public Finance

File = WILLIAMSON CO Mar 20 A.SF-01 2 cent + ref 3/16 e  
3/19/2001 11:02 AM

Mike Swayze of Pena, Swayze & Company

< Attachment >



# Williamson County Road Bond Program

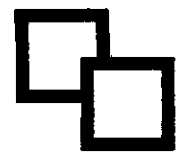


Policy Issues  
Presented March 20, 2001

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



Project budgets will need to be updated for changes in budget allocation.

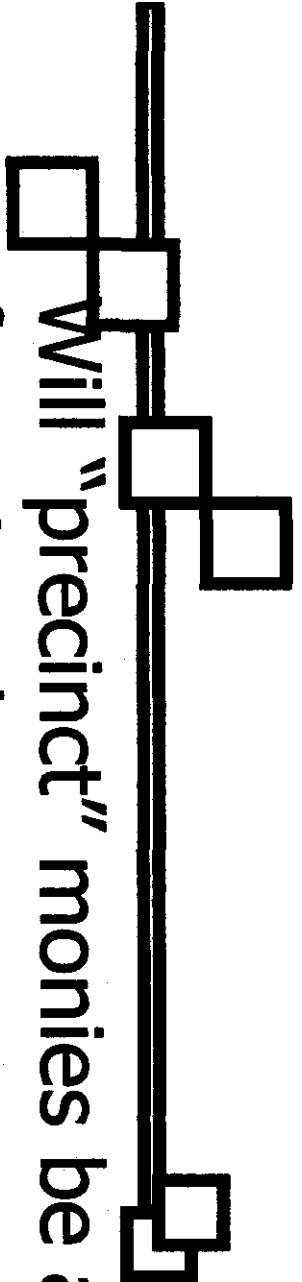
- We recommend that the project accounting system be updated semiannually . A contingency line item amount will be established initially, with transfers of budget detail (eg. engineering vs. construction) for contract award amounts as they occur.
- 



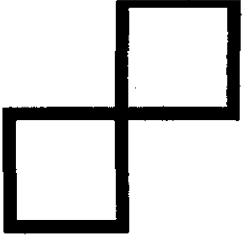
Will 2000 Certificates of Obligation monies be handled in the same manner as the road bond monies?

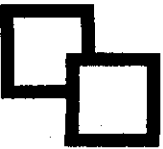


- We recommend that the applicable projects included in the 2000 CO monies utilize the same budgeting and payment process as the Road bond monies.



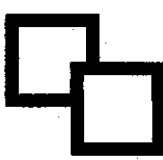
Will "precinct" monies be accounted for using the same approval and payment process as road bond projects?

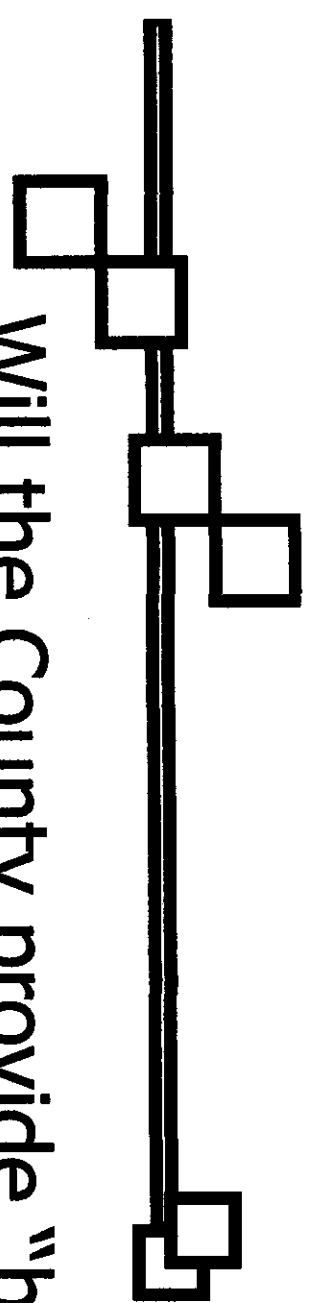


- We recommend that monies be transferred from "precinct" budget line items to project-descriptive line items as projects are determined to provide better comparative information.
  - Precinct invoices will be processed in the same manner as project-specific invoices.
- 

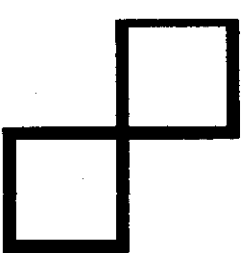


☐ Under what circumstances will the  
☐ County offer the option to engineers &  
construction contractors of payment by  
wire transfer?

- We recommend that payment by wire transfer be offered as an option for all contractors.
  - Wire transfer payments will be paid within the same approvals process as other payments.
  - We recommend that the cost of the wire transfers be paid by the recipient.
- 



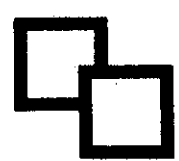
Will the County provide "bulk" wire transfers to title companies for ROW purchases; allowing the title company to disburse during multiple closings.

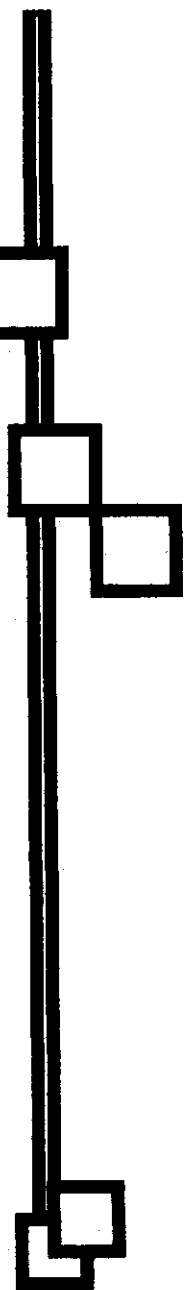


- After discussions with the parties involved, the current process is adequate and the improvements expected from adopting a policy would not be significant at this time.



What accounting information is the County interested in presenting on its website?

- We recommend presenting summary reports that contain expenditure information by project with a project-to-date comparison to the total project budget.
  - Pie charts can be used to demonstrate monies spent vs. project budgets.
- 



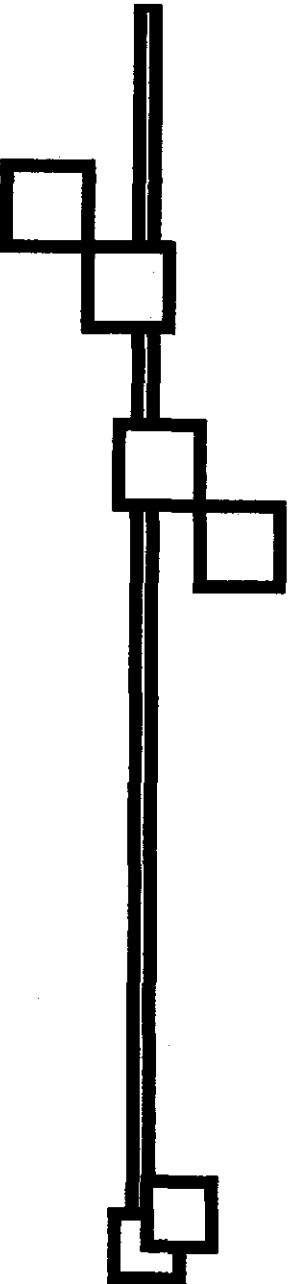
Does the Court intend to approve each change order, or allow some flexibility for the County Judge?



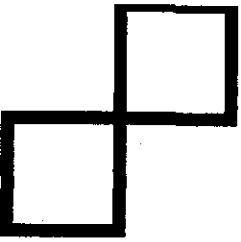
■ We recommend that the County allow the Judge flexibility for change orders as follows:

- Professional Service contracts – up to \$25,000.
- Construction Contracts – up to \$50,000; however, not to exceed 25% of the original contract.
- Change orders greater than \$50,000 require Court approval per the Texas Local Government Code.
- Combined Change orders over 25% not permitted unless necessitated by a change in regulations.

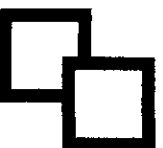




Will the County provide large  
contractors with advance payment for  
startup costs?



■ Based upon discussions with County  
personnel, it appears that advance  
payments are not feasible at this time.



**Alan Glen** of Smith, Robertson, Elliott & Glen, L.L.P. and **Steve Paulson** of Athabasca Consulting, Inc.

< Attachment >

# **Status Report Environmental Compliance Services Williamson County Road Program**

**Smith, Robertson, Elliott & Glen, L.L.P.  
Athabasca Consulting, Inc.  
March 20, 2001**

# **Review of Opportunities and Constraints**

- Federal endangered and threatened species identified
- Identification of karst and hydrological features, and species' habitats
- Cave invertebrate protection protocols
- Compliance with Texas Antiquities Code
- Secondary impacts—NEPA?
- Mitigation

## **Establishment of Coordinated Compliance Program with Key Agencies**

- February 14<sup>th</sup>—Meeting with U.S. Fish and Wildlife Service (“USFWS”)—Briefing on overall County road program and methods to streamline project approval on a regional basis
- March 19<sup>th</sup>—Meeting with USFWS
- Letter of Understanding from USFWS being sought

# **Preparation of Environmental Review and Compliance Protocol**

- Initial draft of Environmental Review and Compliance Protocol completed by SREG and under review by project team

# Options for Project-Specific ESA Approvals

- **Avoid Impacts** (possibility of differing views)
- **Section 7 Consultations**
  - Other federal action
  - Informal (not likely to adversely affect)
  - Formal (no jeopardy; 135 days)
- **Section 10(a) Habitat Conservation Plans**
  - Does not require another federal permit
  - No timeframes
  - Minimize and mitigate impacts to the maximum extent practicable
- **SB 1272 Issues**
  - Difference between HCP for County's own activities and "regional" HCP
  - Effect on mitigation banking alternatives

## **ESA Mitigation Through Conservation Banks**

- Contract between “banker” and USFWS
- Establishes biological values in advance of impacts; establishes “Service Area”
- Banks do not authorize impacts (See ESA Sections 7 and 10); provide methodology to mitigate impacts
- Typically, requires commitment for permanent maintenance and monitoring of biological values
- Bank credits can be used or sold to third parties in Service Area. Third parties must still get their own approvals under ESA Section 7 or 10 (See 1272 discussion)
- Williamson County may qualify for federal habitat grants

## **Recommendations**

- Complete Opportunities and Constraints Analysis
- Complete Project Protocols
- Continue effort to get Letter of Understanding with USFWS
- Begin coordinated Project-Specific Compliance work on priority projects
- Prepare and process appropriate grant applications

Moved: **Judge Doerfler**

Second: **Commissioner Hays**

Motion: To authorize Alan Glen and Steve Paulson to continue efforts to secure a letter of understanding from U. S. Fish & Wildlife and to authorize them to prepare and process grant applications.

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

**Richard Ridings** with HNTB Corporation

< Attachment >

# ***Engineering Management Services for***

## **WILLIAMSON COUNTY BOND PROGRAM**

March 20th, 2001



## **HOW WILL WE MANAGE THE ENGINEERING?**

- Dedicate the right resources.
- Apply leadership in the design and review process.
- Streamline the design standards.
- Develop consistent bid documents → lower construction costs.
- Expedite the review process.
- Deliver on budget.

## **HOW WILL WE COMMUNICATE?**

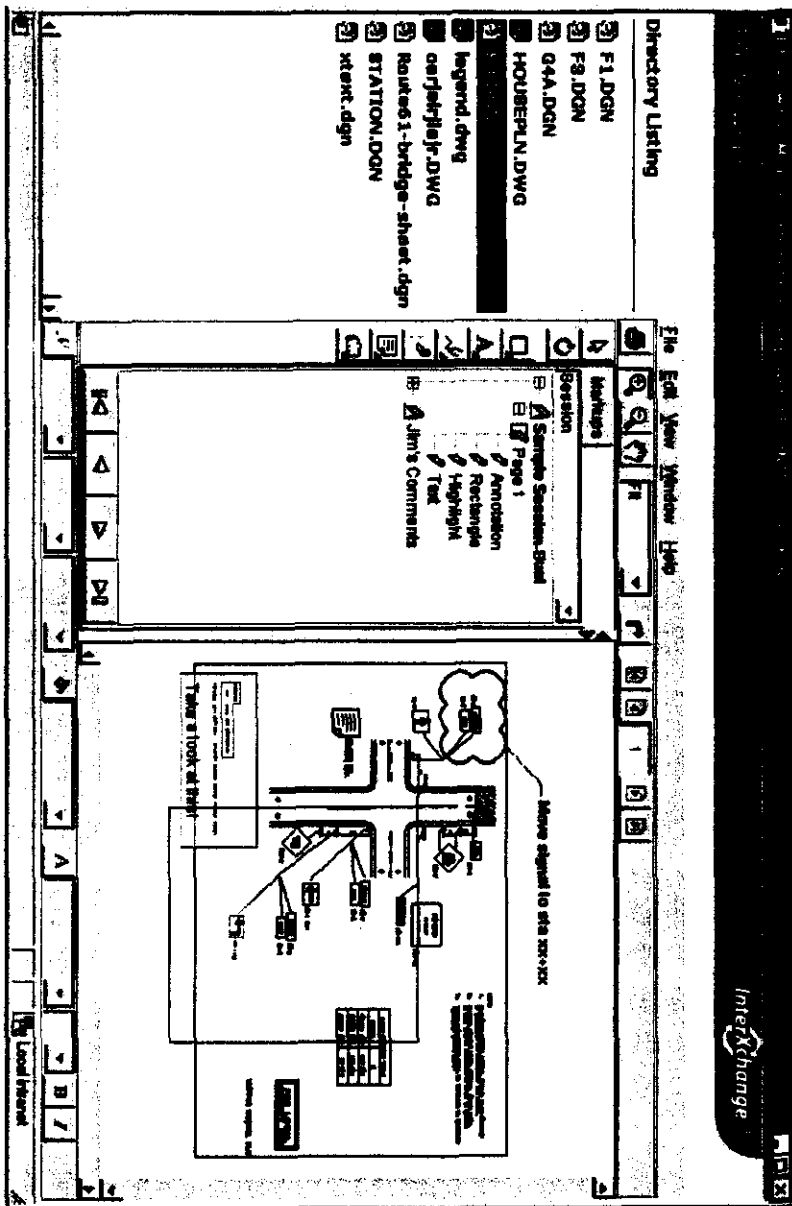
- Be proactive and consistent.
- Integrate the communication process.
- Use the right tools.

# **THE RIGHT TOOLS**

- **Cutting-Edge Project Management Tools**
  - InterXchange
  - Project Expert System (PES)

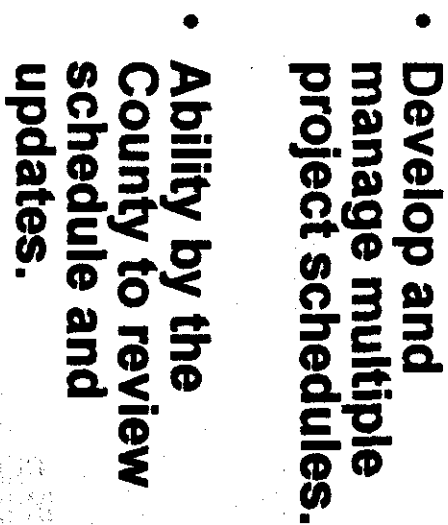
# THE RIGHT TOOLS

## InterXchange



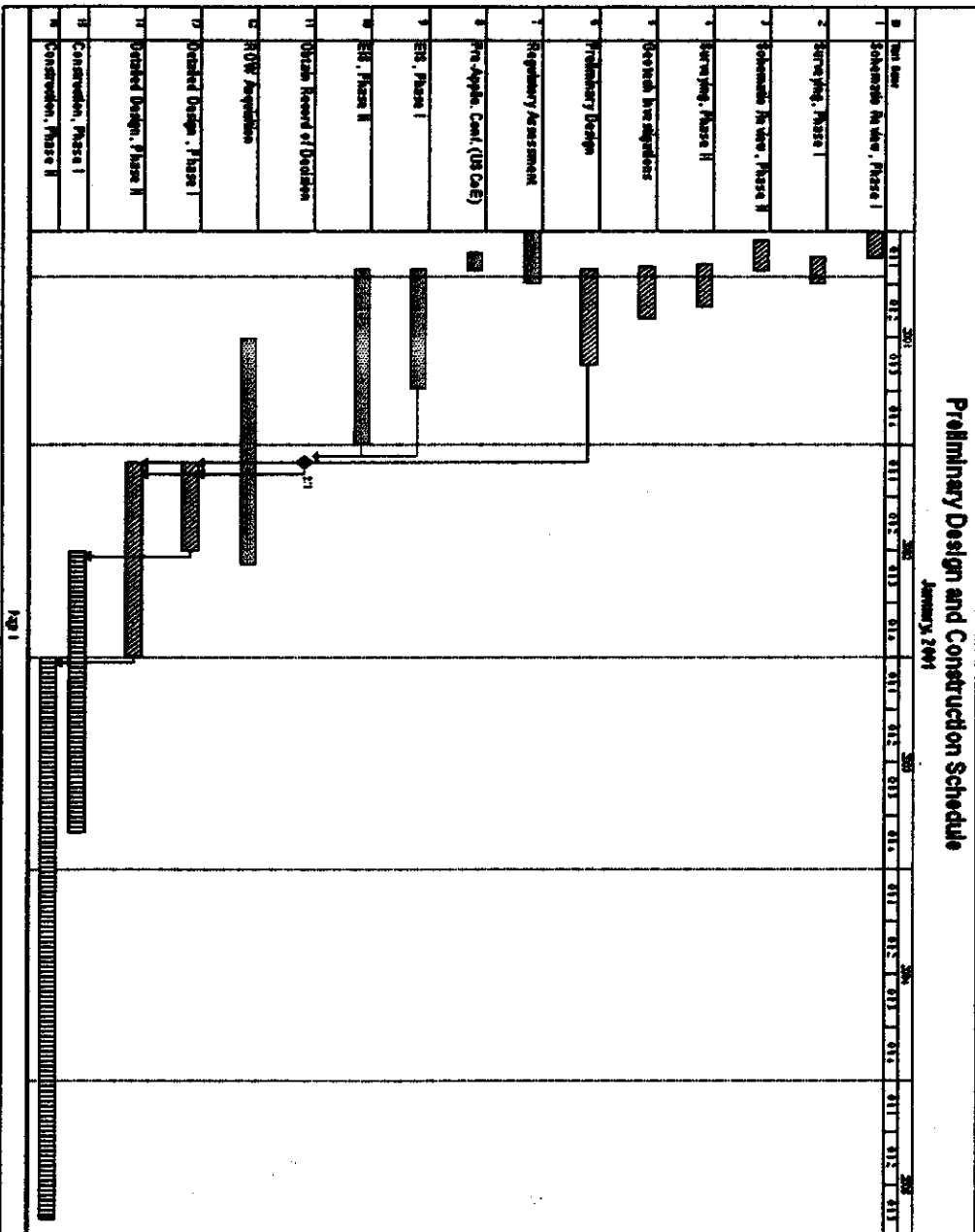
- Web-based and secure.
- Shared by Williamson County, Road Bond team and project engineers.
- Tracks project schedules and correspondence.
- Manages project deliverables.

# Design Schedules



# THE RIGHT TOOLS

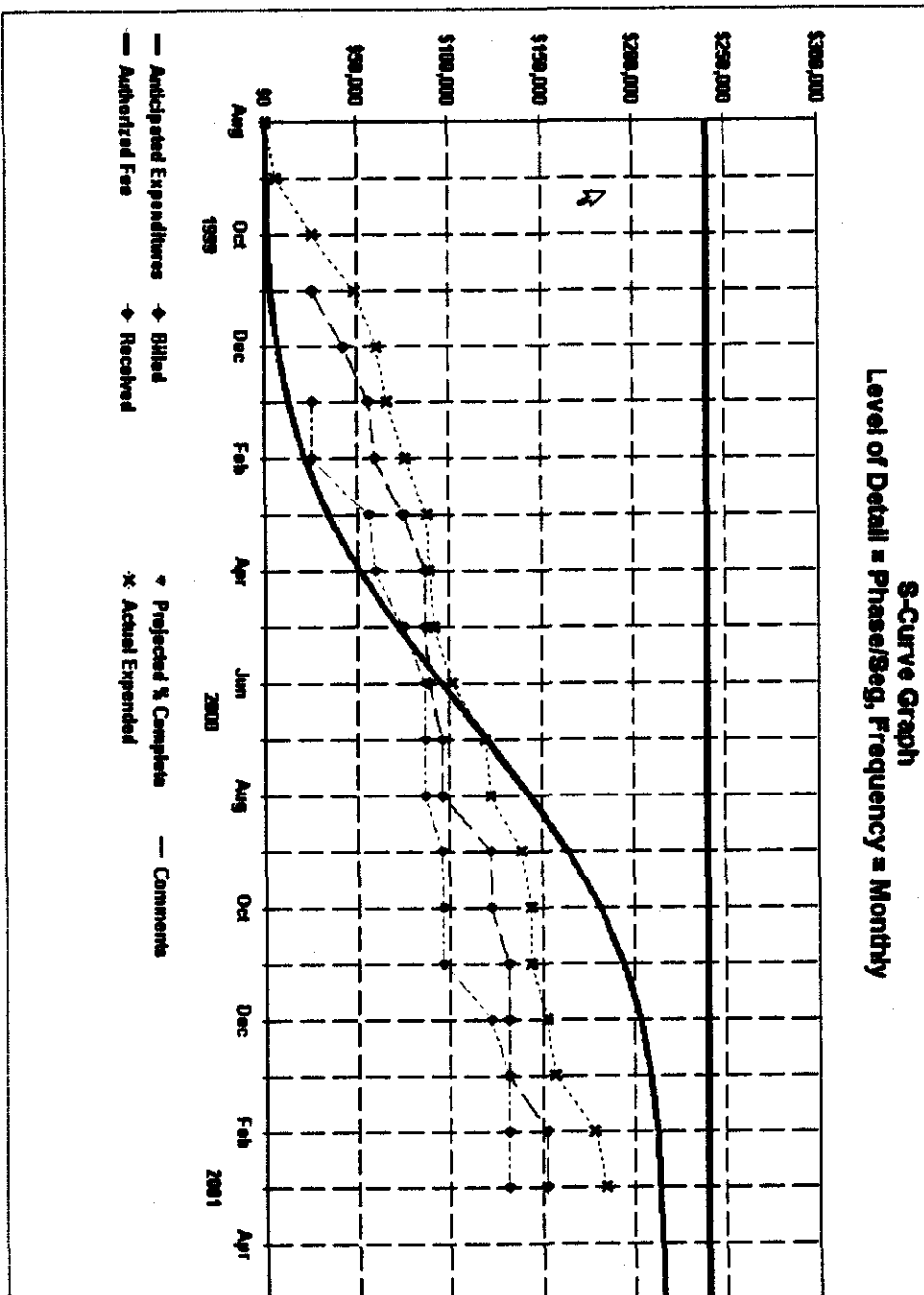
## Design/Construction Schedules



- Track and manage design and construction schedules.

# THE RIGHT TOOLS

## Project Budgets

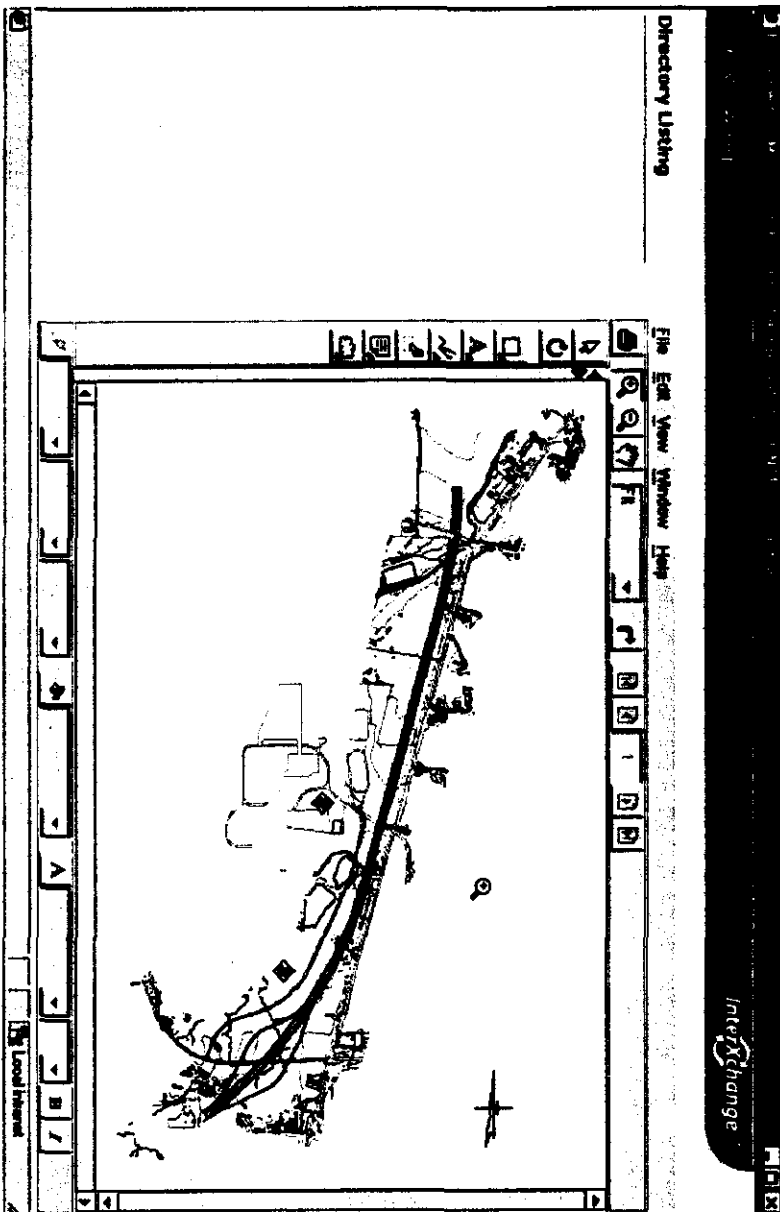


- Up-to-Date tracking of project budgets.
- S-Curves allow visual verification of actual vs. budgeted project progress

# THE RIGHT TOOLS

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## File Viewer/Markup Tool

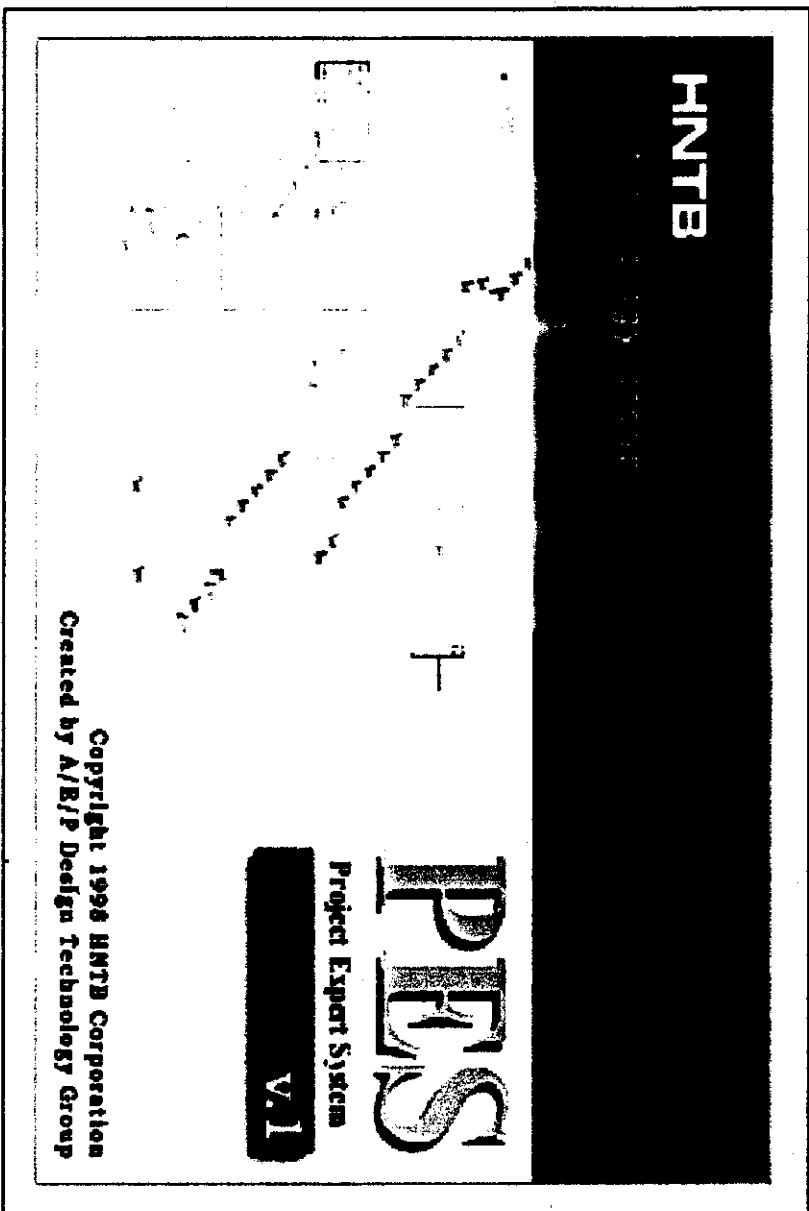


- Williamson County can view files on-line.
- Project team members can markup files on-line.
- Expedites drawing plan review process.
- Saves design time.

# **THE RIGHT TOOLS**

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## **Project Expert System**

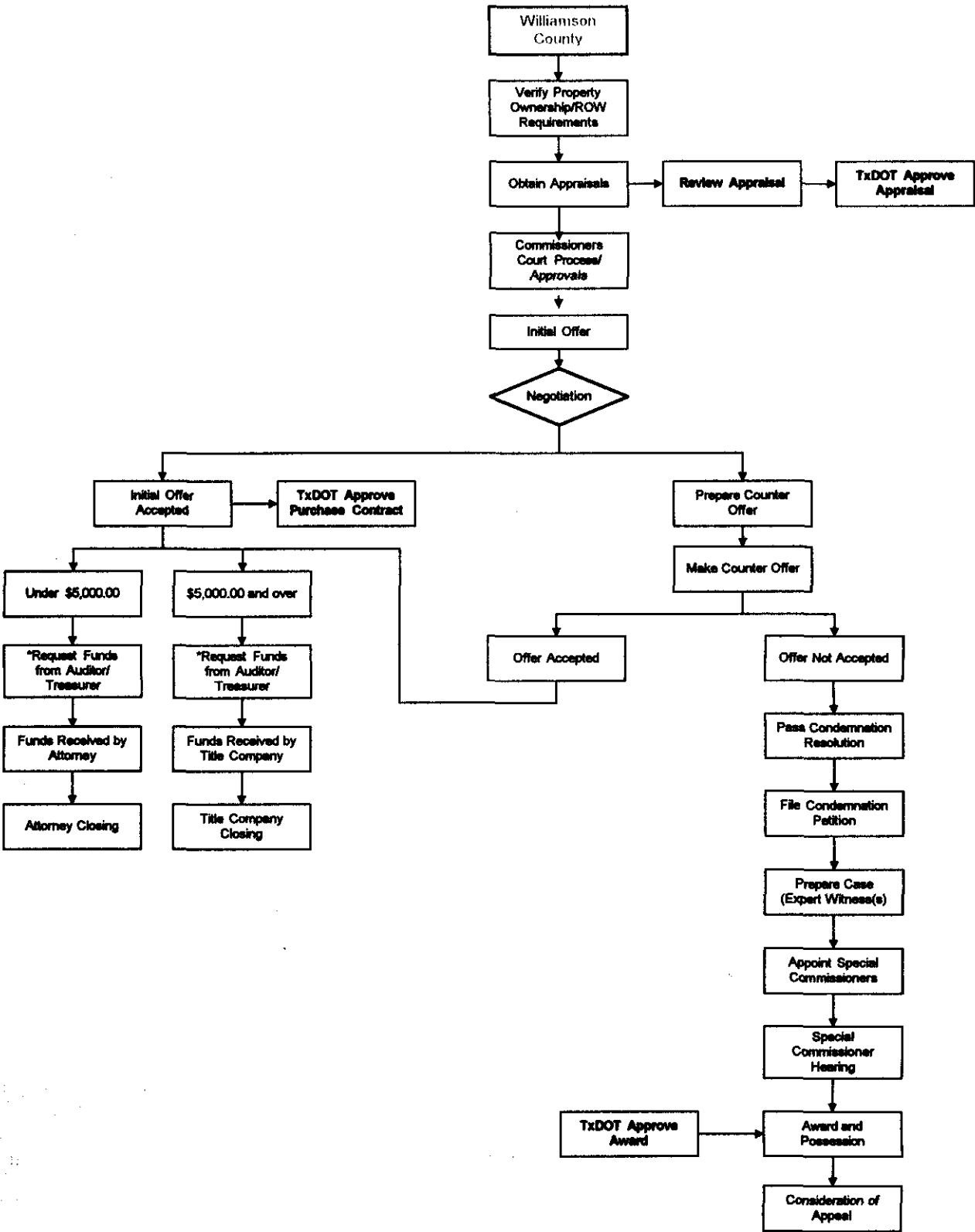


- **Develop Project Procedure Manuals For Williamson County**
- **Work with County Staff to develop customized product.**
- **County will have formal procedures for all future projects.**

Mike Weaver of Prime Strategies, Incorporated

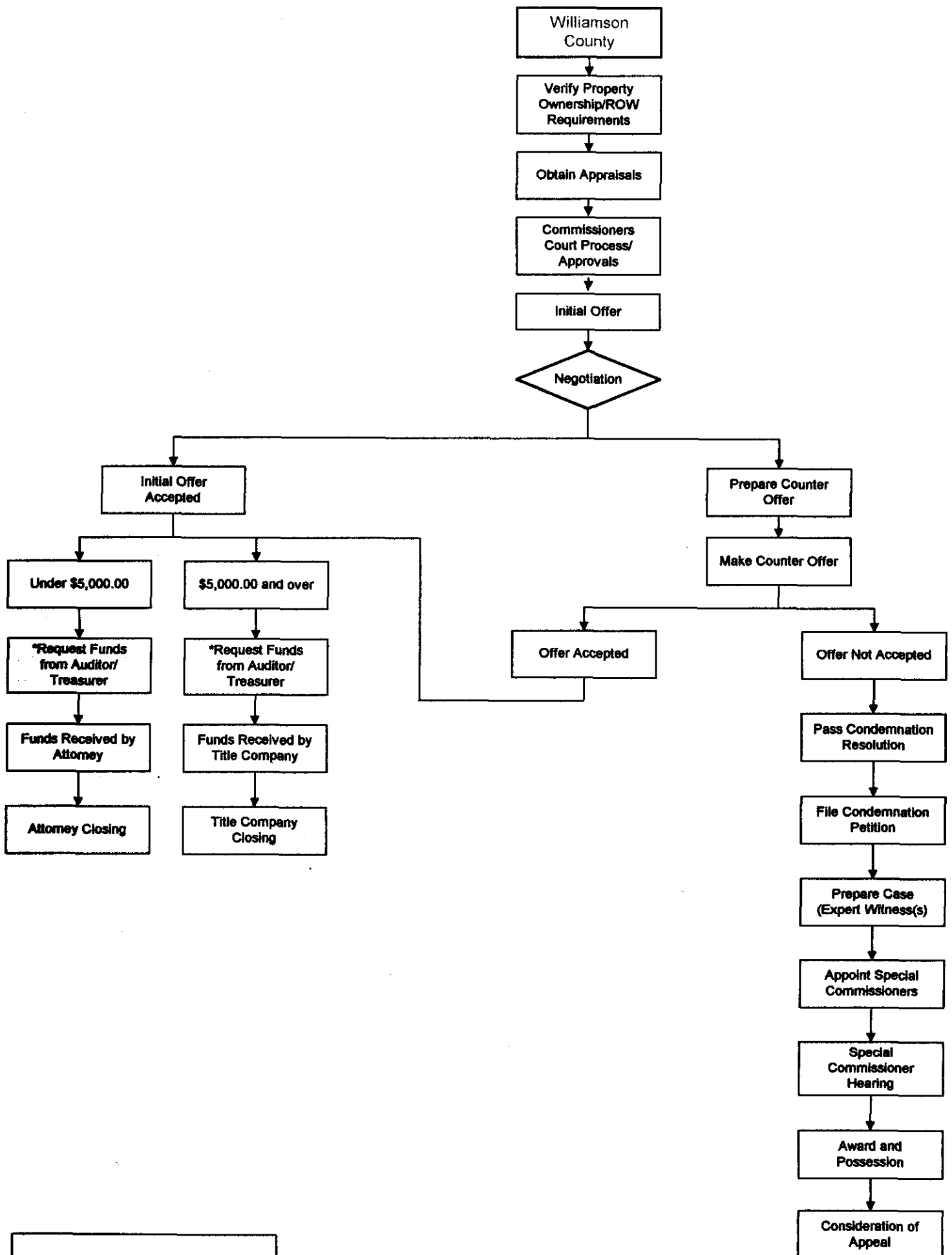
< Attachments >

Williamson County Road Bond Program  
Right-of-Way Acquisition Process  
(TxDOT Right-of-Way Participation)



\*Includes Payment for Land and All Closing Costs  
12/13/00  
WC-0155ROW Acq. Flowchart3.vsd

**Williamson County Road Bond Program  
Right-of-Way Acquisition Process  
(100% County Right-of-Way Participation)**



\*Includes Payment for Land and All Closing Costs

12/13/00

WC-0155ROW Acq. Flowchart-County.vsd

3/20/2001

**Williamson County, Road Bond Program  
Engineers Roster**

Updated: 03/13/01

<b>Company</b>	<b>Address</b>	<b>Project Manager</b>	<b>Phone</b>	<b>Fax</b>	<b>Email</b>
Alliance Texas Engineering <i>Safety/Mobility Projects</i>	100 East Anderson Lane, Ste. 300 Austin, Texas 78752	Brian Van De Walle, P.E.	347-1126	347-1072	<a href="mailto:Brian_vandewalle@alliance-texas.com">Brian_vandewalle@alliance-texas.com</a>
Baker-Aiklen CR268-CR 272	203 E. Main St., Ste. 201 Round Rock, Texas 78664	Don Kirby, R.P.L.S.	244-9620	244-9623	<a href="mailto:dkirby@b-a-inc.com">dkirby@b-a-inc.com</a>
Carter & Burgess <i>Lakeline Blvd.</i> US 79 CR 214	Barton Oaks Plaza V 901 South Mopac, Ste. 200 Austin, Texas 78746	Bill Caffey, P.E. David Krizan, P.E.	314-3100	314-3135	<a href="mailto:caffeyb@c-b.com">caffeyb@c-b.com</a> <a href="mailto:krizandw@c-b.com">krizandw@c-b.com</a> <a href="mailto:daviscf@c-b.com">daviscf@c-b.com</a>
Deenmon Engineering <i>Chandler Road</i>	1101 S. Capital of Texas Hwy. E-230 Austin, Texas 78746	Scott Dukette, P.E.	328-7303	328-9791	<a href="mailto:sdukette@worldnet.att.net">sdukette@worldnet.att.net</a>
Diamond Surveying CR 268/CR 272	1915 S. Austin Ave., Ste. 111 Georgetown, Texas 78626	Shane Shafer, R.P.L.S.	931-3100	930-5391	<a href="mailto:shane@thegateway.net">shane@thegateway.net</a>
Fugro South <i>Geotechnical</i>	8613 Cross Park Dr. Austin, Texas 78754	Peter H. Bush, P.E.	977-1800	973-9966	<a href="mailto:pbush@fugro.com">pbush@fugro.com</a>
Garcia Design <i>Landscape</i>	5316 Hwy. 290 West, Ste. 150 Austin, Texas 78735	Roberto Garcia	892-0353	899-0655	<a href="mailto:Gar-design@swbell.net">Gar-design@swbell.net</a>
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	<a href="mailto:jjansing@ria.net">jjansing@ria.net</a>
Hall Bargainer <i>Landscape</i>	400 Main St., Ste. 220 Austin, Texas 78744	Tim Bargainer	Mobile 796-5737	238-8912	<a href="mailto:hbi@hallbargainerinc.net">hbi@hallbargainerinc.net</a>
Haynie Consulting <i>SH 29 at Cedar Hollow</i> <i>Wyoming Springs</i>	1010 Provident Lane Round Rock, Texas 78664	Timothy Haynie, P.E., R.P.L.S.	837-2446 ext. 208	837-9463	<a href="mailto:telhaynie@swbell.net">telhaynie@swbell.net</a>
Heil & Associates CR 137	601 Farley Drive Austin, Texas 78753	Dan Heil	836-1848	836-6499	<a href="mailto:heil@omr.com">heil@omr.com</a>
HDR Engineering <i>Georgetown Inner Loop</i>	2211 South IH-35, Ste. 300 Austin, Texas 78741	George Tillet, P.E.	912-5100	912-5158	<a href="mailto:gtillet@hdrinc.com">gtillet@hdrinc.com</a>

Company	Address	Project Manager	Phone	Fax	Email
<i>South</i>					
Huggins/Seiler & Associates LP SH 29 at FM 1869; US 183 at Oak Grove	600 Round Rock West Dr., Ste. 602 Round Rock, Texas 78681	Bill Huggins, P.E.	828-0406 ext. 103	828-0429	bhuggins@hsaengineering.com
Inland Civil Associates CR 412	308 West Main St. Round Rock, Texas 78664	Jerry Holligan, P.E. Melinda Luna	238-1200	238-1251	Inland98@aol.com
K.C. Engineering CR 200	1801 S. Mopac, Ste. 150 Austin, Texas 78746	Curtis Wilson Charlie Fowler, P.E.	306-8385	330-0737	cdw@kceengineering.com
Kohutck Engineering Geotechnical	4809 Williams Dr. Georgetown, Texas 78628-2006	Gordon Kohutck, P.E.	930-5832	930-5852	gkohutck@aol.com
Malone/Wheeler River Run Road	5316 Highway 290 West, Suite 150 Austin, Texas 78735	Richard J. Wheeler, P.E.	899-0601	899-0655	rickw@malonewheeler.net
PBS&J Parmer Lane North	206 Wild Basin Rd., Ste 300 Austin, Texas 78746-3343	Amy Smith, P.E.	327-6840	327-2453	assmith@pbsi.com
PBS&J Georgetown Inner Loop North	206 Wild Basin Rd., Ste 300 Austin, Texas 78746-3343	Darin Willer, P.E.	327-6840 Mobile 632-2017	327-2453	dwiller@pbsi.com
Sieger & Bizzell Engineering, Inc. Georgetown Inner Loop Middle	1978 Austin Ave. Georgetown, Texas 78626	Don Bizzell, P.E.	930-9412	930-9416	Siegerbizzell@thegateway.net
Terra-Mar, Inc. Geotechnical	4150 Friedrich Lane, Ste. D Austin, Texas 78744	Emmett Itby	441-5186	441-5713	emmetti@terra-mar-inc.com
Turner Collie & Braden Parmer Lane South	400 West 15 <sup>th</sup> St., Ste. 500 Austin, Texas 78701	Bob Sutton, P.E.	472-4519	472-7519	iceb@icebaus.com
WHM Safety/Mobility Projects	2717 Rio Grande Austin, Texas 78705	Mike McInturff, P.E.	473-8343	473-8237	mcinturff.mike@whmeng.com

Williamson County Road Bond Program - FY 2001 Projects Financing

Project	Design Engineer	Limits	Project Element	Financing Method
1	PBS&J	FM 2338 to SH 29		
		Cedar Breaks	Design	Precinct 3 CO
		DB Woods Road	*	Precinct 3 CO
		Shell Road Realignment	*	Precinct 3 GO (reimbursed by PID)
		Cedar Breaks	ROW	None - Easement from Corps of Engineers
		DB Woods Road	*	Precinct 3 CO
		Shell Road Realignment	*	Donated by PID
		Cedar Breaks	Construction	GO
		DB Woods Road	*	GO
		Shell Road Realignment	*	GO (reimbursed by PID)
2	Sieger & Bizzell	US 29 to FM 2234	Design	Precinct 3 CO
			ROW	Precinct 3 CO and GO (Wier property)
			Construction	GO
3	HDR Engineering	FM 2234 to IH-35	Feasibility Study	GO
4	Turner, Collier & Braden Diamond Survey / Baker-Allden	FM 1431 to US 29	Design	GO*
			Survey	Precinct 3 CO - Previous Contract
			ROW	GO
			Construction	GO*
			Environmental Mitigation	GO
			Utility Relocation	GO
			*May be multiple design/construction projects (segments)	
5	PBS&J	SH 29 to IH-35 (North)	Design*	GO
			Survey	GO
			ROW	GO
			Construction*	GO
			Environmental Mitigation	GO
			*May be multiple design/construction projects (segments)	

Williamson County Road Bond Program - FY 2001 Projects Financing

Project	Design Engineer	Limits	Project Element	Financing Method
6	McNeill Road	Gray Jansing & Associates	Travis County Line/McNeill Cutoff to IH-35	Design
			ROW	GO
			Construction	GO
			Environmental	GO
			Utility Relocation	GO
7	Chandler Road	Denmon Engineering	FM 1460 to US 95	
			Route Study	GO
			ROW	GO
			Design	
			FM 1460 to CR 110	GO
			CR 110 to FM 1660	GO
			Construction	
			FM 1460 to CR 110	GO
			CR 110 to FM 1660	GO
			Utility Relocation	GO
8	US 79	Carter & Burgess, Inc.	CR 110 to Millam County Line	
			Environmental Studies	GO
			ROW (cash participate w/TxDOT)	GO
			Design	
			CR 110 to Hutto	GO
			Hutto to Taylor	GO
			Utility (cost participate w/TxDOT)	GO
9	Precinct 1 GO Program			
a.	Lake Creek Parking Lot	Cumhingham Allen		Design
			Construction	
b	Wyoming Springs	HNTB Work Authorization	FM 620 to McNeil Road	Route Study
		TBD		Design
				ROW
				Construction
				Environmental Mitigation
				Utilities

Williamson County Road Bond Program - FY 2001 Projects Financing

Project		Design Engineer	Limits	Project Element		Financing Method
10	Precinct 2 GO Program			Feasibility		
a	CR 276	Malone-Wheeler	Parmer Lane to Bagdad Road	ROW		
b	Oak Grove at US 183	Huggins/Seiler & Associates		Design		
				ROW		
				Construction		
				Utilities		
c	SH 29 at FM 1869	Huggins/Seiler & Associates		Design		
				ROW		
				Construction		
				Utilities		
d	Cedar Hollow at SH 29	Haynie Consulting		Design		
				ROW		
				Construction		
				Utilities		
e	Brushy Creek Road at Cypress Creek Road	City Consultant		Contribution to City of Cedar Park		
f	FM 2243 Realignment	City Consultant	US 183-A to US 183	Contribution to City of Leander		
g	Bagdad Road at FM 2243	City Consultant		Contribution to City of Leander		
11	Precinct 3 GO Program					
a	Lakehine Blvd.	Carter & Burgess, Inc.	Lyndhurst to Parmer Lane	Design		
				ROW		
				Construction		
				Utilities		
				Environmental Mitigation		

Williamson County Road Bond Program - FY 2001 Projects Financing

Project		Design Engineer	Limits	Project Element	Financing Method
b	Wyoming Springs	Haynie Consulting	FM 1431 to Sam Bass Road (Brushy Creek Road)	Design Phase I	Precinct 3 CO - Previous Contract
				ROW	Precinct 3 CO
				Construction	GO
				Utility Relocation	GO
				Environmental Mitigation	GO
c	Georgetown Loop (East)	Sieger & Bizzell	FM 971 to IH-35	Design	
				ROW	
				Construction	
				Utilities	
				Environmental Mitigation	
12	Precinct 4 GO Program				
	a	CR 412	Inland Civil	Design	
			FM 619 to CR 421	ROW	
				Construction	
				Utilities	
b	CR 368/CR 369	Haynie Consulting	CR 101 to CR 366	Design	
				ROW	
				Construction	
				Utilities	
13	Countywide CO Program				
	a	Brushy Creek Road	Complete	Under Construction	
			Parmer Lane to US 183-A		
	b	CR 404	Complete	Under Construction	
			FM 973 to FM 3349		
c	CR 132/136	Complete	FM 3349 to FM 1660	Under Construction	
	d	Anderson Mill Road	Complete	Under Construction	
			Pond Springs Road to Osborne Drive		
	e	CR 122 at US 79	Complete	Under Construction	
f	CR 137	Heff Lee & Associates	Travis County Line to FM 1660	Design	
				ROW	
				Construction	

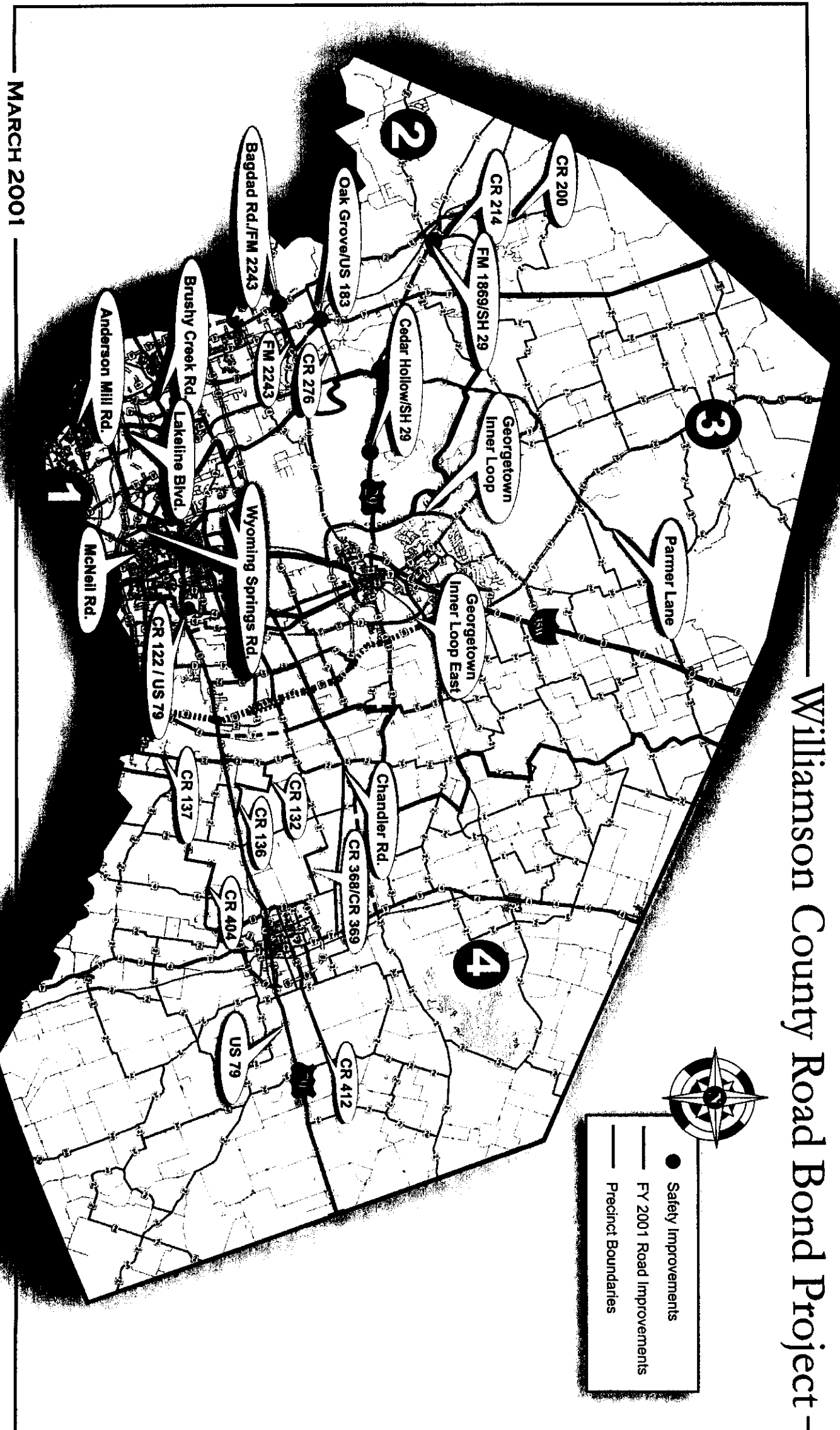
Williamson County Road Bond Program - FY 2001 Projects Financing

Project		Design Engineer	Limits	Project Element		Financing Method
g	CR 200	K.C. Engineering	CR 201 to Lackey Creek	Design ROW		
				Construction		
h	CR 268/CR 272 - See Parmer Lane	Diamond Surveying / Baker Alkden				
i	CR 214	Carter & Burgess	SH 29 to Rolling Hills Road	Design ROW		
				Construction		
				Utilities		
14	Countywide Contracts - Work Authorizations Per Project					
a	Environmental Consultation	Athabasca Consulting, Inc. (ACI)	Countywide	Work Authorization Per Project		
b	Environmental/Legal Consultation	Smith, Robertson, Elliott & Glen, LLP	Countywide	Work Authorization Per Project		
c	Geotechnical	Kohutek Engineering Terra-Mar, Inc. Fugro South	Countywide	Work Authorization Per Project Work Authorization Per Project Work Authorization Per Project		
d	Landscape Architectural	Garcia Design Hall Bargainer		Work Authorization Per Project Work Authorization Per Project		
15	Right of Way					
		Brown, McCarroll, Sheets and Crossfield	Countywide, Project Specific			
			Project Specific	Appraisers		
			Project Specific	Lawyers		
			Project Specific	Expert Witnesses		
			Project Specific	Process Saving		
			Project Specific	Filing Fees		
16	Financial	Pena, Swayze & Company			GO (overhead)	

Williamson County Road Bond Program - FY 2001 Projects Financing

Project		Design Engineer	Limits	Project Element		Financing Method
17 Safety & Mobility		WHM Transportation Engineering Consultants	Countywide		Study Phase	\$10.0 million GO Program
		Alliance-Texas Engineering Company, Inc.	Countywide			
			Project Specific		Design	
					ROW	
					Construction	
					Utilities	

# Williamson County Road Bond Project





3/12/01

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
  - o Supporting Documentation
  - o Report of Completion Percentage
- ☐ Invoice for Reimbursables
  - o 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, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

**Section II**  
**Basic Services of the Engineer**

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

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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 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.

Contract No. \_\_\_\_\_

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

### Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within \_\_\_\_\_ 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~~ will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written

Contract No. \_\_\_\_\_

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Notice of Reinstatement from **County Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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

#### Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and

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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 as applicable to the professional services to be rendered pursuant to this Agreement, provided that **Engineer** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. **Engineer** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Engineer's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Engineer** shall cooperate and coordinate with **County's** staff, and other engineers and contractors as reasonable and necessary and as required by the **County Judge**.

#### Section VI Review of Work Product

- A. **Engineer's** engineering work product will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by **Engineer** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Engineer** in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, **County** shall notify **Engineer** and **County's** technical review process will begin.
- D. If the submission is incomplete, **County** shall notify **Engineer**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
- E. **County** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to **Engineer**, who shall perform any required work and resubmit it to **County**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County Judge's** opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, **Engineer** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the **County**

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**Judge.** "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

- G. After approval of final engineering work products, **Engineer** shall without additional compensation perform any work required as a result of **Engineer's** development of the products which is found to be in error or omission due to **Engineer's** negligence. However, any work required or occasioned for the convenience of **County** after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Engineer's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

### Section VII Revision to Work Product

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

### Section VIII Engineer's Responsibility and Liability

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

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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, reasonable attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising 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 professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, ~~as determined~~who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel ~~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*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

### Section X Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of ~~five~~ three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Engineer*

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reasonable advance notice of intended audits.

- 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.

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- (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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Exhibit VII, which is attached hereto and made a part hereof.

- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the *County*, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the *County* a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.
- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements,

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either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

- N. ***Captions Not a Part Hereof.*** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- 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 authorized to transact and do business in the State of Texas.
- Q. ***Acknowledgement.*** As a duly authorized representative of *Engineer*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Engineer* has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. ***Definition of Engineer.*** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

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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

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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** negligent 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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18 of ~~28~~ 29 Pages**ATTACHMENT A (con't.)****Part 6.** This Work Authorization is hereby accepted and acknowledged below.**ENGINEER:**

\_\_\_\_\_

**COUNTY:**

Williamson County, Texas

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Title\_\_\_\_\_  
Date

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Title\_\_\_\_\_  
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 without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

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

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

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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 without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

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**EXHIBIT VI****EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will

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be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

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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 statements~~ as reasonably 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, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

**APPENDIX A**

**SCOPE OF SERVICES**

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

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

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

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**APPENDIX B**

**CONTRACTOR'S QUALIFICATIONS STATEMENT**

**COMMISSIONERS' COURT ADJOURNED AT 3:50 P.M. ON TUESDAY, MARCH 20, 2001.**

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 444, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 27th day of March, 2001.

John C. Doerfler  
John C. Doerfler, County Judge

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

By: Marilyn Cavender  
Deputy Clerk

