

**AGENDA ITEM 20**

Consider adopting an order prohibiting or regulating the keeping of wild animals, pursuant to Chapter 240, Local Government Code.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To adopt an order prohibiting the keeping of wild animals, pursuant to Chapter 240, Local Government Code.

Vote: **5 - 0**

< Attachment >

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Judge, McLennan County  
P. O. Box 1728  
Waco, Texas 76703-1728  
(254) 757-5049  
(254) 757-5196 - Fax

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Ballinger, Texas 76821  
(915) 365-5204  
(915) 365-3408 - Fax

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Judge, Guadalupe County  
307 W. Court  
Seguin, Texas 78155  
(830) 303-4188  
(830) 303-4064 - Fax

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Commissioner, Brazos County  
300 E. 26<sup>th</sup> Street, Ste. 116  
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(979) 823-6993 - Fax

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**GENERAL COUNSEL:**

JAMES P. ALLISON  
Allison, Bass & Associates, L.L.P.  
208 W. 14th Street  
Austin, Texas 78701  
(1-800-733-0699  
(512) 482-0701  
(512) 480-0902 - Fax

**EDUCATION COMMITTEE:**

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Judge, Webb County  
P. O. Box 29  
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(956) 721-2500  
(956) 726-6906 - Fax



To: Commissioners Court Members  
From: Jim Allison  
RE: H.B. 1362 – Dangerous Wild Animals  
Date: August 23, 2001

H.B. 1362 revises the statutes concerning dangerous wild animals.

Under this bill, counties may either prohibit the keeping of dangerous wild animals in the unincorporated areas or regulate them. If the county does not adopt an order prohibiting dangerous wild animals by December 1, 2001, the county must adopt an order to permit and regulate them.

Attached is a model order to prohibit the keeping of wild animals.

Upon adoption of the order, the caption of the order should be published once in a newspaper of general circulation in the county. If your county decides to permit and regulate these animals, please contact my office for sample applications, permits, and orders.

STATE OF TEXAS           §  
                                     §  
COUNTY OF WILLIAMSON §

Order Prohibiting the Keeping of  
Wild Animals. Pursuant to Chapter 240.  
Local Government Code and Creating a Criminal Penalty

The Commissioners Court of WILLIAMSON County hereby adopts the following order,  
pursuant to Chapter 240, Local Government Code:

1. The Commissioners Court hereby determines that wild animals, as defined in this order, are dangerous and in need of control in this county.
2. Wild animal means a lion, a tiger, an ocelot, a cougar, a leopard, a cheetah, a jaguar, a bobcat, a lynx, a serval, a caracal, a hyena, a bear, a coyote, a jackal, a baboon, a chimpanzee, an orangutan, a gorilla, a lesser panda, a binturong, a wolf, an ape, an elephant, a rhinoceros, or any hybrid of an animal listed in this definition.
3. The keeping of a wild animal in the unincorporated area of this county is hereby prohibited, except as otherwise specifically permitted by state or federal law.
4. A violation of this order is an offense punishable as a Class C misdemeanor.
5. A violation or threatened violation of this order may be enjoined by an action in district court.

Read and adopted this 18<sup>TH</sup> day of SEPTEMBER, 2001.

John C. Drifler 9-18-01  
County Judge

Nancy E. Rister  
County Clerk

**AGENDA ITEM 21**

Consider adopting an order to join TCAP (Texas CUC Aggregation Project) to aggregate purchasing power for electricity.

Moved: **Commissioner Heiligenstein**

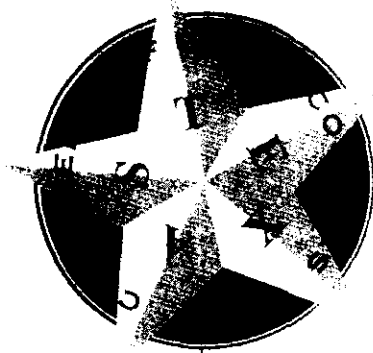
Seconded: **Judge Doerfler**

Motion: To show an interest in joining TCAP (Texas CUC Aggregation Project) to aggregate purchasing power for electricity, and to ask Don Lee to work up a schedule of prices for the county.

Vote: **5 - 0**

< Attachment >

September 11, 2001



#### OFFICERS

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*Judge Lee Jackson  
Dallas County*

##### *Vice-Chair*

*Commissioner  
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Smith • Tarrant  
Travis • Webb  
Williamson*

Honorable John Doerfler

County Judge

Williamson County

Williamson County Courthouse, 2nd Floor

Georgetown, TX 78626

**Re: Opportunity for CUC Members To Join TCAP To Aggregate Their Purchasing Power For Electricity**

Dear Judge Doerfler:

As I am sure you are aware, in less than four months the purchasing of electricity will change for all local governments in Texas if your investor owned utility or current electric provider will no longer be a regulated monopoly. We will all have choices on from whom to purchase electric power and it will be incumbent on us to negotiate the best price for that electricity.

The Texas Conference of Urban Counties researched the best ways for local governments to prepare for the open electric power market. We found that load aggregation, or purchasing pools, are widely considered the best approach to obtaining the best power contracts. With this technique, multiple customers join together, or aggregate, their electric load. Together, the group has the purchasing power to enhance competition and obtain significantly better rates than any one member of the group could get alone.

Dallas, Harris, Tarrant and Jefferson Counties, in conjunction with approximately 50 other local governments and political subdivisions, have formed an aggregation group called Texas CUC Aggregation Project, Inc ("TCAP"). The project is organized under chapter 303, Local Government Code, and currently has an aggregated electric load of over \$140 million. TCAP has retained consultants who are experts in competitive power markets, and is busy preparing for the coming changes. We expect approximately 10-12% savings on our costs versus not joining TCAP. Your county can enjoy these savings also.

You will have many options in the new open market. TCAP is designed to maximize savings at the lowest cost available. As other options are developing, we are convinced that TCAP will be the best and least expensive aggregator available to local governments.

TCAP is uniquely qualified to secure the best possible price for electricity in the deregulated market for two principal reasons. First, TCAP was the only political subdivision corporation to participate in the pilot project. Current estimates are that members of TCAP in the pilot project will save 10% or more on their electric bill during the last 4 months of 2001. Once full competition starts, TCAP

estimates that its members will save between 9-12% on their electric bill due to the contract TCAP will negotiate on their behalf. This experience with deregulation places TCAP in a class by itself. Second, TCAP's connection to the CUC means that the organization is familiar with the unique needs and requirements of county governments.

For your information, enclosed is a sheet which discusses some of the basics of deregulation and how TCAP can benefit your county. Also included is a list of current TCAP members and their annual purchases of electricity.

If you are interested in joining TCAP or need additional information, please contact Donald Lee at 512/476-6174 or via e-mail at [Donlee@cuc.org](mailto:Donlee@cuc.org). We believe that TCAP will help you save money on your electric bills through aggregated purchasing.

Sincerely,



Carl Griffith, County Judge, Jefferson County  
TCAP Chairman



Jerry Eversole, County Commissioner, Harris County  
TCAP Vice-Chairman



Jim Jackson, County Commissioner, Dallas County  
TCAP Treasurer/Secretary



Glen Whitley, County Commissioner, Tarrant County  
TCAP Board Member

cc: Williamson County Commissioner's Court

Enclosures:

1. Electric Power Deregulation: What Should Texas Counties Do?
  2. List of TCAP Members
  3. Articles of Incorporation for TCAP, Inc.
  4. Bylaws of TCAP, Inc.
  5. Sample Minute Order
-

**AGENDA ITEM 22**

Consider adopting a temporary part-time early voting location for the November 6, 2001 election.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To adopt a temporary part-time early voting location in Bartlett for precinct 425 at the Bartlett Electrical Cooperative at 104 E. Pietzch for the November 6, 2001 election.

Vote: **5 - 0**

**AGENDA ITEM 23**

Consider adopting one or more new Election Day voting locations for Nov. 6, 2001 election.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To adopt new Election Day voting locations for the November 6, 2001 election as follows:

Precinct 332 Georgetown Fire Station No. 4, 4200 Airport Road, Georgetown

Temporary part-time early voting location at the Williamson County Central Maintenance Facility,  
3151 S. E. Inner Loop, Georgetown, Texas

Vote: **5 - 0**

< Attachment >

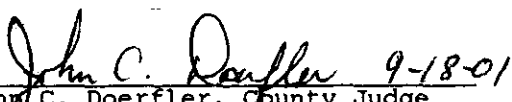
**ORDER APPROVING NEW EARLY VOTING LOCATIONS  
AND NEW POLLING PLACES IN WILLIAMSON COUNTY, TEXAS**

On this the 18<sup>th</sup> day of September, the Commissioners' Court of Williamson County, Texas, does hereby order the following action, effective October 22, 2001:

(1) that the new polling place for precinct 425 (Bartlett) be the Bartlett Electrical Cooperative, Inc., 104 E. Pietzsch, Bartlett.

(2) that the new polling location for precinct 332 be the Georgetown Fire Station No. 4, 4200 Airport Road, Georgetown.

(3) that a temporary part-time early voting location be the Williamson County Central Maintenance Facility, 3151 S.E. Inner Loop, Georgetown, Texas.

  
John C. Doerfler, County Judge

**AGENDA ITEM 24**

Consider setting hearing date and time for consideration of petition to create Emergency Service District No. 5 (Jarrell).

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To set hearing date and time for consideration of petition to create Emergency Service District No. 5 in Jarrell for October 9, 2001 at 10:15 a.m. in the Commissioners' Courtroom.

Vote: 5 – 0

< Attachment >

**FILED FOR RECORD**

*11:30 A.M.*

SEP 17 2001

*Nancy E. Rater*

County Clerk, Williamson Co. TX

*K*

On this the 17<sup>th</sup> day of September, 2001, I, John Doerfler, County Judge of Williamson County, Texas, do hereby find that the petition requesting the creation of Emergency District Number 5 in the Jarrell area of the county contains the requisite number of signatures from qualified voters and I hereby file this certification with the County Clerk so that a Notice of Public Hearing on the creation of the proposed district may be held.

*John C. Doerfler 9-17-01*  
John Doerfler, County Judge

## NOTICE OF HEARING

Notice is hereby given that a hearing on a proposal to create Emergency Services District No. 5 will be held on October 9, 2001, at 10:15 a.m. in the Commissioners Courtroom, 710 Main Street, Second Floor, Georgetown, Texas.

The district is to be created and is to operate under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70<sup>th</sup> Legislature, Regular Session, 1987, and adopted by the voters at an election held November 3, 1987.

Each person having an interest in the creation of the district may attend the hearing and present grounds for or against creation of the district.

The boundaries of the district as stated in the petition for its creation are as follows:

*approved 9-18-01*  
*John C. Dwyer*

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**Petition Requesting Creation of the Williamson County Emergency Services District No. 5**

**Exhibit A**

**Proposed Emergency Services District No. 5 Boundary Description**

Being comprised of one distinct area lying entirely within North Williamson County, State of Texas.

Beginning at the intersection of the median of North Interstate Highway 35 & the Williamson/Bell County line, State of Texas.

Thence, Easterly along Williamson/Bell County Line State of Texas to its intersection with Farm-to-Market Road 487 East.

Thence, Easterly along Williamson/Bell County Line, State of Texas, to its second intersection with Farm-to-Market Road 487 East.

Thence, Southeasterly & Easterly along the centerline of Farm-to-Market Road 487 to its intersection with Farm-to-Market Road 487 to its intersection with Farm-to-Market Road 1105 & County Road 392.

Thence, Southwesterly & Southerly along the centerline of Farm-to-Market Road 1105 to its intersection with County Road 302.

Thence, Easterly, Southeasterly, & Easterly along the centerline of County Road 302 to its intersection with County Road 382.

Thence, Southeasterly along the centerline of Farm-to-Market Road 382 to its intersection with County Road 319.

Thence, Westerly, Southerly, along the centerline of County Road 319 to its intersection with County Road 318.

Thence, Westerly, Southerly, Southwesterly & Southerly along the centerline of County Road 318 to its intersection with Farm-to-Market Road 972.

Thence, West along the centerline of Farm-to-Market 972 to its intersection with County Road 316.

Thence, Northwesterly along the centerline of County Road 316 to its intersection with County Road 317.

Thence, Westerly, Southerly & Westerly along the centerline of County Road 317 to its intersection with Farm-to-Market Road 1105.

Thence, Southerly along the centerline of Farm-to-Market Road 1105 to its intersection with Farm-to-Market Road 972.

Thence, Westerly along the centerline of Farm-to-Market Road 972 to its intersection with County Road 142.

Thence, Northwesterly & Westerly along the centerline of County Road 142 to its intersection with the West easement of North Interstate Highway 35.

Thence, Northerly along the West easement of North Interstate Highway 35 to where to its intersection with County Road 146.

Thence, Westerly along the centerline of County Road 146 to its intersection with County Road 234.



**Petition Requesting Creation of the Williamson County Emergency Services District No. 5**

Thence, Westerly along the Southern property line and Northerly along the Western property line to the Northwesterly corner of property owned by Eldon Kilgore as described in document 199979361 of the official record of Williamson County, Texas.

Thence, Westerly along the Southern property line and then Northerly along the Western property line to the Northwest corner of property known as Live Oak Park Subdivision as recorded in the Platt Record of Williamson County, Texas.

Thence, Northerly along the Western property line to the Northwest corner of property owned by Richard Burson as described in volume 783/223 of the official record of Williamson County, Texas.

Thence Northerly then Easterly along the property line of property owned by Marvin Andres as described in volume 428, page 396 of the official record of Williamson County, Texas to its intersection with the Southwest corner of property owned by Zona Thompson as described in volume 1833/355 of the official record of Williamson County, Texas.

Thence, Northerly, Westerly and Northerly along the Western property line to the most Northwest corner of property owned by Zona Thompson as described in volume 1833/355 of the official record of Williamson County, Texas.

Thence, Northerly along the Western property line of property owned by William Thompson as described in volume 2273/084 of the official record of Williamson County, Texas to its intersection with County Road 239.

Thence, Westerly along the center line of County Road 239 to its intersection with the Westerly property line of property owned by Cynthia Reid as described in document 9927081 of the official record of Williamson County, Texas.

Thence, Northerly along the Westerly property line of property owned by Cynthia Reid as described in document 9927081 of the official record of Williamson County, Texas to its Northwest corner.

Thence, Northerly along the Western property line of property owned by Jackson T. Stiles Tr. As described in document 199973466 of the official record of Williamson County, Texas to its Northwest corner.

Thence, Northerly, Westerly, and Northerly along the Western property line of property owned by Cobb Springs Ranch, Ltd. As described in document 9838600 (Tract R012075) of the official record of Williamson County, Texas to the Northwest corner of same property.

Thence, Westerly along the Southern property line of properties owned by Cobb Spring Ranch, Ltd. As described in document 9838600 (Tracts R0114489 and R010029) to its intersection with the Southeast corner of property owned by Lydia Family Trust as described in document 9630493 (Tract R010028) of the official record of Williamson County, Texas.

Thence, Westerly, Northerly, & Easterly along the Southern, Western, and Northern property line of property owned by Lydia Family Trust as described in document 9630493 of the official record of Williamson County, Texas to its Northeast corner.

Thence, Northerly and Easterly along the Western and Northern property line of property owned by Cobb Springs Ranch as described in document 9838600 of the official record of Williamson County, Texas to its Northeast corner.

**Petition Requesting Creation of the Williamson County Emergency Services District No. 5**

Thence, Easterly along the Northern property line of property owned by Joyce D. Syme as described in volume 298/649 (Tract R103223) of the official record of Williamson County, Texas to its Northeast corner.

Thence, Northerly along the Western property line of property owned by Lawrence Davol as described in volume 520/460 of the official record of Williamson County, Texas to its Northwest corner.

Thence, Easterly along the Northern property line of property owned by Lawrence Davol as described in volume 520/460 of the official record of Williamson County, Texas to the Western property line of property owned by Lawrence Davol, et. al. as described in volume 520/466 and 366/96 (R330862) second and third tract of the official record of Williamson County, Texas.

Thence, Northerly and Easterly along the Western and Northern property line of property owned by Lawrence Davol, et. al. as described in volume 366/96 of the official record of Williamson County, Texas to its intersection with Farm-to-Market Road 487 West.

Thence, East along the centerline of Farm-to-Market Road 487 West to its intersection with County Road 232.

Thence, North along centerline of County Road 232 to its intersection with the Southern property line of property owned by Carl Brooking, et. al. as described in document 2000027709 of the official record of Williamson County, Texas.

Thence, East along the Southern property line of property owned by Carl Brooking, et. al. as described in document 2000027709 of the official record of Williamson County, Texas to its Southeast corner.

Thence, Northerly along the Eastern property line of property owned by Carl Brooking, et. al. as described in document 2000027709 in the official record of Williamson County, Texas to its Northeast corner.

Thence, following an imaginary straight line from the Northeast corner of property owned by Carl Brooking, et. al. as described in document 2000027709 in the official record of Williamson County, Texas Northeasterly to the Westernmost limits of South Rumsey Creek.

Thence, from the Westernmost limits of South Rumsey Creek, along the centerline of South Rumsey Creek until its intersection with the Williamson/Bell County line of the State of Texas.

Thence, Easterly along the Williamson/Bell County line of the State of Texas until it intersects with the center median of North Interstate Highway 35.

FILED FOR RECORD

11:30 A.M.

SEP 17 2001

Nancy E. Rater

County Clerk, Williamson Co TX

K

On this the 17<sup>th</sup> day of September, 2001, I, John Doerfler, County Judge of Williamson County, Texas, do hereby find that the petition requesting the creation of Emergency District Number 5 in the Jarrell area of the county contains the requisite number of signatures from qualified voters and I hereby file this certification with the County Clerk so that a Notice of Public Hearing on the creation of the proposed district may be held.

John C. Doerfler 9-17-01  
John Doerfler, County Judge

**AGENDA ITEM 25**

Consider setting date to receive bids for sale of bond forfeited lot county owns at 13<sup>th</sup> & Myrtle in Georgetown.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To set date to receive bids for the sale of bond forfeited lot that the county owns at 13<sup>th</sup> & Myrtle in Georgetown for 10:00 a.m. on October 23, 2001 in the County Auditor's office.

Vote: **5 - 0**

**AGENDA ITEM 26**

Discuss and take any appropriate action regarding issuance of certificates of obligation.

No action was taken on this agenda item.

Judge Doerfler discussed proposed projects for Certificates of Obligation, and provided a chart from Dan Wegmiller regarding the updated Capital Improvement Program.

< Attachment >

WILLIAMSON COUNTY, TEXAS  
Updated Capital Improvement Program  
As of September 12, 2001

FYE 9/30	Assessed Valuation	Existing Debt	11/15/01 \$20,000,000 Notes, Ser 2001	11/15/02 \$125,000,000 Series 2002-A	11/15/02 \$137,000,000 Series 2002-B	Projected Total Debt Service	Est. IAS Tax Rate	Change
2001	\$ 13,687,301,412	\$ 12,647,357	\$ -	-	-	\$ 12,647,357	\$ 0.09153	\$ -
2002	16,600,000,000	17,029,174	.00824	-	-	17,029,174	0.10362	0.012
2003	17,800,000,000	17,507,719	1,450,000	9,843,750	-	28,831,469	0.16530	0.062
2004	19,008,000,000	17,454,719	870,000	6,562,500	13,129,167	38,016,385	0.20202	0.037
2005	19,958,400,000	19,678,344	.02225,555,000	6,562,500	8,117,500	39,913,344	0.20200	
2006	20,956,320,000	19,647,519	5,556,203	6,562,500	9,938,700	41,904,921	0.20188	
2007	22,004,136,000	20,171,556	5,553,488	6,562,500	11,209,388	43,496,931	0.19967	
2008	22,554,239,400	20,178,069	5,556,638	6,562,500	11,210,150	43,507,356	0.19485	
2009	23,118,095,385	20,171,531	-	10,902,500	11,209,413	42,283,444	0.18475	
2010	23,893,047,770	18,958,394	-	10,904,650	11,206,800	41,069,644	0.17507	
2011	24,283,448,984	17,958,429	-	10,904,725	11,211,138	40,074,291	0.16866	
2012	24,865,660,188	17,950,526	-	10,902,200	11,206,875	40,059,601	0.16254	
2013	25,518,051,693	17,957,929	-	10,901,550	11,208,525	40,068,004	0.15860	
2014	26,158,002,985	17,958,569	-	10,901,988	11,209,938	40,070,494	0.15475	
2015	26,809,903,080	17,952,806	-	10,902,725	11,210,250	40,065,781	0.15095	
2016	27,480,150,636	17,955,284	-	10,902,975	11,208,600	40,066,859	0.14728	
2017	28,167,154,402	17,950,675	-	10,901,950	11,209,125	40,061,750	0.14367	
2018	28,671,333,262	17,850,488	-	10,903,863	11,210,675	40,065,025	0.14017	
2019	29,589,116,594	17,954,222	-	10,902,663	11,207,100	40,063,984	0.13675	
2020	30,332,944,508	17,955,091	-	10,902,563	11,207,538	40,065,191	0.13342	
2021	31,091,268,121	9,898,200	-	10,902,513	11,210,550	32,012,263	0.10400	
2022	31,860,549,824	9,906,591	-	10,906,463	11,209,700	32,022,753	0.10150	
2023	32,665,263,570	9,903,109	-	10,903,100	11,208,838	32,015,047	0.09900	
2024	33,481,895,159	9,899,131	-	10,901,638	11,211,525	32,012,294	0.09658	
2025	34,318,942,538	9,906,725	-	10,905,763	11,211,038	32,023,525	0.09425	
2026	35,176,916,101	9,899,719	-	10,903,900	11,210,938	32,014,558	0.09193	
2027	36,055,339,004	-	-	-	11,209,500	11,209,500	0.03140	
		\$ 422,602,875	\$ 24,541,328	\$ 238,913,975	\$ 266,582,767	\$ 952,840,944		\$ 0.110

Assumptions:  
Assessed Valuation assumed to be \$1 billion in 2002, 8% in 2004, 5% / year from 2005-2007 and 2.5% / year thereafter.  
FY 2001 tax rate provided by County.  
Estimated Tax Collection Rate: 99.00%  
Estimated interest rates for purposes of illustration only: Series 2001 = 4.35% / Series 2002 = 5.25% / Series 2002-A = 5.75%  
First Southwest Company

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

AGENDA ITEM 27

Discuss and take any appropriate action on road bond program.

Mike Weaver discussed road bond issues and passed out a copy of the final version of the road bond newsletter, which will be distributed by mail, newspapers and local chambers of commerce. It will also be on the web site, for anyone who does not receive a copy.

< Attachment >

# Williamson County Road Bond Program Map and Construction Schedule as of May 2001

**CONTACT INFORMATION**

1. call Nancy Leebetter at 248-2273 for timely information
2. you may visit [www.roadbonds.org](http://www.roadbonds.org) for up to the minute road plans, maps, construction updates and accurate schedules
3. you can email the road bond managers at [managers@roadbonds.com](mailto:managers@roadbonds.com) or individual commissioners or the Williamson County Judge at [jboettger@roadbonds.org](mailto:jboettger@roadbonds.org), [mhallgren@roadbonds.org](mailto:mhallgren@roadbonds.org), [gboettger@roadbonds.org](mailto:gboettger@roadbonds.org), [dwyer@roadbonds.org](mailto:dwyer@roadbonds.org) or [linner@roadbonds.org](mailto:linner@roadbonds.org)

**Call Nancy Leebetter at 248-2273 for further information or visit [roadbonds.org](http://roadbonds.org)**

My goal and the goal of the county to deliver the initial phase of Farmer Lane a full year earlier than we thought possible. We have kept contacts at the Commissioner's Court, and a great team of professionals running our bond program. The engineers, environmental specialists and planners that we have chosen are the best in the state and are well versed of most schedules on those projects where we are the sole authority. We have also just received some good news regarding the environmental clearance of the desired routes for the US 153A bypass and SH 130 which will allow the final planning stages of those roads to begin. - Scaled Commissioner Greg Beatty of the Cedar Park/Lawler/183 area.

Highway deaths and serious injuries in my precinct and in the county have risen at an alarming rate. Unfortunately, on one stretch of state road, on one day, we had two separate fatalities. The citizens want to address these traffic challenges in the bond election by overhauling numbers. The increased bond dollars will give us the ability to immediately correct a large number of the identified safety hazards in the county. As elected representatives, we are working to make the changes to make travel in our county safe and convenient again. - Scaled Commissioner Frankie Linnier.

"Our roads such as US 79, our citizens are put in dangerous traffic congestion situations everyday. These situations can be fixed with the addition of divided travel lanes or the completion of certain parallel alternatives. For instance, the Chandler Road parallel alternative to US 79 between IH 35 and Taylor, as well as Farmer Lane from FM 1431 to IH 35 above Georgetown, could take traffic off existing congested roads. The citizens of Williamson County should know that we are moving quickly on all our road projects." - Scaled Commissioner Linnier.

"The planning that this court has done through the years has enabled us to deal with our transportation challenges. Our road bond funds can now leverage our local dollars and address the major mobility problems with the addition of the Loop 1 connection to SH 45 and IH 35 near La Prerres and DAI Computer Corporation. We are in contact with some officials on ways to realize the effect of our local funds to allow us to complete these and other projects such as the improvement of McNeil Road and Anderson Mill Road and do it quickly," said Commissioner Haze Hollister.

"The extension of Farmer Lane, Wyoming Springs Drive, Lakeview Boulevard to Farmer and the Inner Loop are projects that I initiated several years ago. The first round of construction funds that we approved means that we can move forward on these important roadways," said Commissioner David Hays of Georgetown.

Preliminary engineering, environmental, right-of-way and utility relocation contracts have been in motion since the passage of the road bonds in early November. The delivery of the construction funding was accelerated for the spring to maximize the preferred summer building times for roads. The increased initial funding will mean that several additional projects will begin during the building cycle instead of having to wait for the second bond sale in mid 2002. The total \$350 million bond package was proposed to be sold in three sales over the five years of construction to keep the preferred tax rate low and not a burden to others.

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

Information about the program is available from the County Office, 1000 Main Street, Room 100, Williamsport, PA 17740. Phone: 717/326-1000. Fax: 717/326-1001. Website: www.williamsoncountypa.gov

**Important Project Information**

Part development and land use acquisition are also necessary. The map below shows the initial plan of the project. The project is a partnership between the County and the private sector. The project is a partnership between the County and the private sector. The project is a partnership between the County and the private sector.

**A successful Williamson County Road Bond Program Thanks to you!**

The Partner Lane extension is being designed by two local engineering firms that are working closely with the County. The project is a partnership between the County and the private sector. The project is a partnership between the County and the private sector. The project is a partnership between the County and the private sector.

**McNeil Road/Wyoming Springs/SH 45/Loop 1 area study**

The fact that we can shrink our construction time and build more roads quickly is great news for our mobility-minded county. The citizens put Williamson County in the driver's seat for construction of major arterials within the county with the passage of the November road bond proposal. Now we have the first year's findings, laid bare, at hand. We have assembled a group of professionals under Mike Weaver (Prime Strategist) to direct the County road program. We are building

©2000 Williamson County, PA

**AGENDA ITEM 28**

Consider approving a contract for preparation of construction plan and right-of-way maps for Dannenbaum Engineering Corp. relating to Rd. Bond Program.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve a contract for preparation of construction plan and right-of-way maps for Dannenbaum Engineering Corporation relating to the road bond program.

Vote: **5 - 0**

< Attachment >

Contract No. Dannenbaum Engineering - County Roads

**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
- NA ☐ Work Authorization - Attachment A to Exhibit I
  - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Engineer by County
  - ☐ Plans
  - ☐ Maps
  - ☐ Studies
  - ☐ Reports
  - ☐ Field Notes
  - ☐ Statistics
  - ☐ Computations
  - ☐ Other: \_\_\_\_\_
- ☒ Contractors Qualification Statement – Appendix B
- ☒ Insurance
  - ☒ Worker's Compensation
  - ☒ Commercial General Liability Insurance
  - ☒ Automobile Liability Insurance
  - ☒ Professional Liability Errors and Omissions Insurance
  - ☐ Self Insurance Documentation
  - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
  - ☐ Approval of Insurance by County

**Course of Work**

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

**Notices (as applicable)**



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

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

**Documentation for Payment**

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

## **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 Dannenbaum Engineering Corporation (*the "Engineer"*).

WHEREAS, *County* proposes to construct and expand County roads \_\_\_\_\_;

WHEREAS, *County* desires to obtain professional services for preparation of construction plans and right-of way maps *(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
      - ii) The September 31, 1998, Federal Highway Administration (FHWA)
    - b. Texas Department of Transportation Construction Manual
    - c. Texas Department of Transportation's Standard Specifications for
    - d. National Environmental Policy Act (NEPA)
    - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
    - f. Americans with Disabilities Act (ADA) Regulations
    - g. U.S. Army Corps Regulations
    - h. Southern Building Code
    - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
    - j. National Electrical Code (most current version)
    - k. Williamson County Bond Program Standard Procedures Manual
    - l. TxDOT Bridge Division Foundation Manual
  3. As part of the Scope of Services, *Engineer* shall submit its work products to *County* for review at regular intervals.
  4. The detailed Scope of Services for the *Project* is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.
-

**Section III**  
**Fee schedule**

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

**Section IV**  
**Period of Service**

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design within the calendar days in the written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension
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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.

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

#### Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Engineer** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the **County Judge** in substantially the form of Attachment A to Exhibit I.
- C. **Engineer** shall furnish all available data and reasonable assistance necessary for the
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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 Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
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- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

#### Section VII Revision to Work Product

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

#### Section VIII Engineer's Responsibility and Liability

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



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

**Section IX  
Ownership of Documents**

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

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

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

- D. *Engineer* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *Engineer* for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

#### Section XI Miscellaneous

- A. ***Severability.*** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. ***Venue.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. ***Equal Opportunity in Employment.*** *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. ***Certificate of Engineer.*** *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
  - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
  - (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the
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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: Dannenbaum Engineering Corporation  
3409 Executive Center Drive, Suite 129  
Austin, Texas 78731  
Attn: F. Paul Celauro, P.E.

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:

- F. **Insurance Requirements.** **Engineer** agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent **County** becomes aware that **Engineer** is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, **Engineer** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above,

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*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, 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.

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- 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 \_\_\_\_\_ Corporation, duly authorized to transact and do business in the State of Texas.
- Q. ***Acknowledgement.*** As a duly authorized representative of *Engineer*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Engineer* has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. ***Definition of Engineer.*** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
-

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EXECUTED this 18 day of Sept, 2001.

THE ENGINEER:

BY:

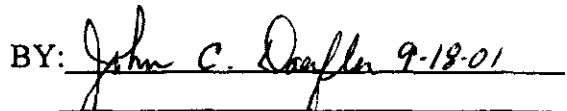


Printed Name: F. Paul Celauro, P.E.

Title: Principal

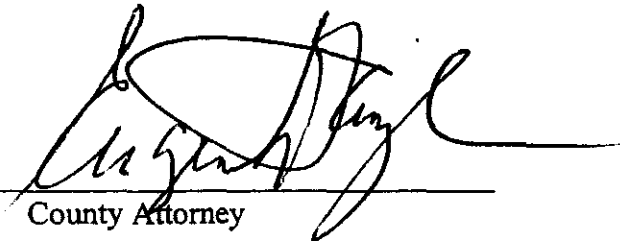
WILLIAMSON COUNTY:

BY:




Williamson County Judge

Reviewed as to Form By:

  
County Attorney

Funds Verified By:

  
County Auditor

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

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

**SECTION 1 - BASIS FOR COMPENSATION**

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 500,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

**SECTION 2 - NOT-TO-BE-EXCEEDED FEE**

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

**SECTION 3 - WORK AUTHORIZATIONS**

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
  - 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in
-



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completion of 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 \$ 500,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

#### **SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION**

- 5.1 Upon submittal of the initial invoice for service, *Engineer* shall provide *County Judge* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
  - 5.2 All invoices submitted to *County Judge* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
  - 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
  - 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Engineer*.
-

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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 Dannenbaum Engineering Corporation (*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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Contract No. \_\_\_\_\_

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ATTACHMENT A (con't.)

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

ENGINEER:  
Dannenbaum Engineering Corporation

COUNTY:  
Williamson County, Texas

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

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

F. Paul Celauro, P.E.  
Printed Name

\_\_\_\_\_  
Printed Name

Principal  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

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

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**EXHIBIT II**  
**HOURLY RATES**

1. Project Manager.....	\$ <u>159.00</u>
2. Senior Engineer.....	\$ <u>168.00</u>
3. Project Engineer.....	\$ <u>125.00</u>
4. Design Engineer.....	\$ <u>105.00</u>
5. Senior Designer.....	\$ <u>95.00</u>
6. CAD Technician.....	\$ <u>88.00</u>
7. Secretary/Clerical.....	\$ <u>51.00</u>
8. Expert Witness Testimony.....	\$ <u>300.00</u>
9. Principal.....	\$ <u>200.00</u>

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**MACIAS & ASSOCIATES, Inc.**  
LAND SURVEYORS

**Professional Surveying Services Rotation List  
Surveyor Rate Schedule  
August 29, 2001 – August 29, 2003**

**Office Professional/Technical Services**

---

<b>Principle</b>	<b><u>\$135.00 per hour</u></b>
<b>Registered Surveyor</b>	<b><u>\$107.00 per hour</u></b>
<b>Senior Technician</b>	<b><u>\$68.00 per hour</u></b>
<b>Technician</b>	<b><u>\$59.00 per hour</u></b>

**Field Crew Services**

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<b>2-Man Crew</b>	<b><u>\$121.00 per hour</u></b>
<b>3-Man Crew</b>	<b><u>\$131.00 per hour</u></b>
<b>4-Man Crew</b>	<b><u>\$145.00 per hour</u></b>

**Global Positioning Services**

---

<b>GPS Services</b>	<b>1-10 Points</b>	<b><u>\$700.00 each</u></b>
	<b>10 + Points</b>	<b><u>Negotiated fee</u></b>

**Photogrammetric Services**

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<b>Flight – Photography – Mapping – Digital Orthos</b>	<b><u>Negotiated fee</u></b>
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DEC Rates 01-03.doc

5410 South 1st Street • Austin, Texas 78745 • (512) 442-7875 • Fax (512) 442-7876 • e-mail: maciasurvey@earthlink.net

**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.
-

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

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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.
-

EXHIBIT VIEQUAL 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 \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$5,000,000.00 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 \$2,000,000.00/claim, \$4,000,000.00/aggregate.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

*Engineer* shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by *County*. *Engineer* shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by *County* shall not relieve or decrease the liability of *Engineer* hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. *Engineer* shall furnish *County* with a certification of coverage issued by the insurer. *Engineer* shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the *Engineer*, that no provision of this Professional Services Agreement shall be construed to require the *County* or the *County Judge* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which

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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**

Dannenbaum Engineering Corporation was pre-qualified by the Commissioners Court to provide engineering services for the bond program.

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Form **W-9**  
(Rev. December 1996)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

Please print or type

Name (if a joint account or you changed your name, see **Specific Instructions** on page 2.)

DANNENBAUM ENGINEERING CORPORATION

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

3100 W ALABAMA

City, state, and ZIP code

HOUSTON TX 77098

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

| | | + | | |

OR

Employer identification number

7 4 1 5 5 4 6 4 4

List account number(s) here (optional)

## Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

## Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign  
Here

Signature

Date

8/21/01

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure To Furnish TIN.**—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil Penalty for False Information With Respect to Withholding.**—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal Penalty for Falsifying Information.**—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.**—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



<b>ACORD. CERTIFICATE OF LIABILITY INSURANCE</b>		EP ID JV DANNE-1	DATE (MM/DD/YY) 08/23/01
<b>PRODUCER</b>  Barmore Insurance Agency, Inc. P.O. Box 34796 Houston TX 77234 Phone: 281-484-6633 Fax: 281-484-5044		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b>  Dannenbaum Engineering Corp. P O Box 22292 Houston TX 77027		<b>INSURERS AFFORDING COVERAGE</b>  INSURER A: Continental Casualty Ins. Co. INSURER B: Transcontinental INSURER C: INSURER D: INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	<b>GENERAL LIABILITY</b>	1 63083627	06/01/01	06/01/02	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 700,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000	
	<input checked="" type="checkbox"/> EMPL BENEFITS LIA				PERSONAL & ADV INJURY	\$ 1,000,000	
	<input checked="" type="checkbox"/> STOP GAP LIAB				GENERAL AGGREGATE	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	<b>AUTOMOBILE LIABILITY</b>	C 1015348305	06/01/01	06/01/02	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	BODILY INJURY (Per person)				\$		
	BODILY INJURY (Per accident)				\$		
	PROPERTY DAMAGE (Per accident)				\$		
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$	
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC AGG	\$	
A	<b>EXCESS LIABILITY</b>	1 63083627	06/01/01	06/01/02	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC 1 22022126	06/01/01	06/01/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
	E.L. EACH ACCIDENT				\$ 1,000,000		
	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000		
	<b>OTHER</b>				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: GL/Auto-Blanket Additional Insured in favor of certificate holder when required by written contract. Re: GL/Auto/WC-Blanket Waiver of Subrogation in favor of cert holder when required by written contract.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
WILLI14  WILLIAMSON COUNTY % DANNENBAUM ENGINEERING CORP 3409 EXECUTIVE CTR DR, STE 129 AUSTIN TX 78731-1619		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  <i>Jon Barmore</i>

Client#: 15938

DANNEENG

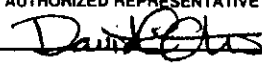
<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 08/23/01
<b>PRODUCER</b> USI Insurance Services of TX P.O. Box 218060 Houston, TX 77218-8060 281 496-3400		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>
<b>INSURED</b> Dannenbaum Engineering Corporation 3100 West Alabama Houston, TX 77098		
		<b>INSURERS AFFORDING COVERAGE</b>
		INSURER A: Design Professionals Ins. Co.
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS -COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE	\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Professional Liability	PL704347DEX704347	04/01/01	04/01/02	\$2,000,000 per claim \$4,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

\*Except in the event of non-payment of premium

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
Williamson County c/o Dannenbaum Eng. Corp. 3409 Executive Ctr. Dr., Suite 129 Austin, TX 78731-1619		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 * DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE 

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**AGENDA ITEM 29**

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

Gilbert Gallegos of Broaddus & Associates discussed the neighborhood mitigation study for the Jail/Courthouse expansion project.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve the plan for the Neighborhood Mitigation Study and allocate a budget of \$10,000.00 to complete and compile the study.

Vote: 3 - 1 with Commissioner Limmer voting against the motion and with Commissioner Boatright absent from the dais.

< Attachment >

## BROADDUS & ASSOCIATES

**Date:** September 18, 2001

**Issue:** Approval of a plan for neighborhood mitigation study for Jail/Courthouse expansion project

**Background:** Williamson County Commissioners Court previously approved the initiation of a study to determine how the Jail/Courthouse project affects the surrounding neighborhood, and what mitigating actions are recommended for implementation. The study was to address the following areas: 1) traffic, 2) safety, 3) environmental, and 4) economic. Broaddus & Associates was requested to coordinate and compile the study and report the findings to Commissioners Court.

The initial effort was to hold a focus group session with neighborhood representatives. The concerns were raised at the meeting on the part of the neighborhood, which are in large part addressed in this study. The project, while substantial in size, is an extension to and an expansion of current functions already performed on this site and in the vicinity of the current neighborhood. As such, the project can only logically proceed in its current location.

Commissioners Court has expressed interest in continuing with the study, even on a unilateral basis, in order to ensure all reasonable mitigating actions are implemented to minimize impact and even enhance the presence of the facility within the neighborhood.

**Discussion:** Broaddus and Associates has assembled the following consultants to perform the various aspects of the study:

<u>Subject Area</u>	<u>Consultant</u>
Traffic & Safety	WHM Transportation Engineering Consultants, Inc.
Environmental	Baker-Aicklen
Economic	Capitol Market Research

The study will consider construction period impacts, as well as long-term impacts of the expanded facilities. Review of the project design to date reveals that substantial resources have already been expended in adapting the new facilities to the neighborhood environs. These considerations will be highlighted, and any additional recommendations for mitigation will be recommended. The budget for this study will not exceed \$10,000.00 for WHM and Capitol Market Research. The environmental work by Baker-Aicklen will be accomplished through the existing project design contract. The study will be completed within 3 weeks.

**Action Requested:** Approve the plan for the Neighborhood Mitigation Study and allocate a budget of \$10,000.00 to complete and compile the study.

*approved 9-18-01*  
*John C. Doerfler*

**COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 11:16 A.M. ON TUESDAY, SEPTEMBER 18, 2001.**

**AGENDA ITEM 30**

Discuss SH45: (Executive Session Requested as per VTCA Loc Govt Code sec. 551.072 relating to matters of real property)

No action was taken in Executive Session.

**COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 11:52 A.M. ON TUESDAY, SEPTEMBER 18, 2001.**

**AGENDA ITEM 31**

Discuss and consider action on any issues related to SH 45.

No action was taken on this agenda item.

**AGENDA ITEM 32**

Comments from commissioners.

There were no comments from commissioners.

County Engineer Joe England announced that the funeral for Jennifer Bergeron, daughter of Road & Bridge Superintendent Greg Bergeron, is to be held at The Gabriels Funeral Chapel on Wednesday, September 19, 2001 at 4:30 p.m.

**COMMISSIONERS' COURT ADJOURNED AT 11:54 A.M. ON TUESDAY, SEPTEMBER 18, 2001.**

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 172, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 25th day of September, 2001.



John C. Doerfler, County Judge

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

By:

  
Deputy Clerk