

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**April 21, 2020**  
**9:30 A.M.**

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

**Virtual Meeting Notice:** Pursuant to the suspension of various provisions of the Texas Open Meetings Act implemented by Governor Greg Abbott on March 16, 2020 due to the Coronavirus Disease (COVID-19), the Williamson County Commissioners Court will be conducting its meeting virtually by video/audio conferencing. Members of the public may watch the virtual meeting live by going to <http://www.wilco.org/livemeetings>. Members of the public who wish to address the Commissioners Court during the Public Comment Period or on a particular agenda item may do so, in person, at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, pursuant to the Rules of Procedure, Conduct, and Decorum at Meetings of the Williamson County Commissioners Court and pursuant to the Social Distancing Requirements of the Stay Home Stay Safe Order (as may be amended) issued by Williamson County Judge Bill Gravell, Jr. on March 24, 2020.

1. Review and approval of minutes.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

**CONSENT AGENDA**

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.  
( Items 4 – 39 )

4. Discuss, consider and take appropriate action on a line item transfer for Pre-Trial Services.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0591-003005	PreTrial/Furniture	\$900
From	0100-0591-004350	PreTrial/Printed Materials	\$900
To	0100-0591-004998	PreTrial/Contingencies	\$1,800

5. Discuss, consider, and take appropriate action on a line item transfer for Facilities.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0509.003002	Vehicle Equipment	\$5,000.00
To	0100.0509.005700	Vehicles >\$5,000.00	\$5,000.00
From	0100.0509.003011	Computer Software	\$15,000.00
To	0100.0509.004541	Vehicle Repairs & Maint	\$15,000.00

6. Discuss, consider and take appropriate action on a line item transfer for the 26th District Court.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0409-004998	Non Dept/Contingencies	\$880.74
To	0100-0436-003010	26th Dist Ct/Computer Equip	\$880.74

7. Discuss, consider and take appropriate action on a line item transfer for the Public Assistance Department.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0409-004998	Non Dept/Contingencies	\$4,500
To	0100-0640-004951	Public Asst/Pauper Burials	\$4,500

8. Discuss consider and take appropriate action acknowledging line item transfer of \$500 or less completed by the County Auditor during January - March 2020 (FY20 - 2nd quarter).
9. Discuss, consider and take appropriate action on approving property tax collections for the month of March 2020 for the Williamson County Tax Assessor/Collector.
10. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.



11. Discuss, consider and take appropriate action regarding request of Constable Precinct One for approval of Mike Carlson to a reserve deputy constable position in precinct one pursuant to Tex. Loc. Gov't Code 86.011.
12. Discuss, consider, and take appropriate action approving and ratifying a certification for the Coronavirus Aid, Relief and Economic Security (CARES) Act.
13. Discuss, consider, and take appropriate action on ratifying the purchase of 120 gallons of hand sanitizer from Fire Oak Distillery in the amount of \$5,400 to support the operations of the Williamson County Emergency Services Operations Center, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).
14. Discuss, consider and take appropriate action on approving the cancellation of three (3) refrigerated trailer rentals from Thermal Trek, Inc. effective April 16, 2020 and authorizing execution of the termination notice.
15. Discuss, consider and take appropriate action on approving the County Addendum for Cherco for construction and installation of custom-built racks in the amount of \$11,300.00, to support COVID-19 operations, and exempting this purchase/lease from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(2) and authorizing execution of the addendum.
16. Discuss, consider, and take appropriate action on approving the cancellation of eight (8) RV rentals from Woody RV, LLC effective May 02, 2020 and authorizing execution of cancellation notice.
17. Discuss, consider, and take appropriate action on ratifying the purchase of Tyvek Coveralls between Williamson County and Envirosafety in the amount of \$31,182.00 to support the operations of Williamson County Emergency Services, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).
18. Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's habitat conservation plan (HCP) for a signal installation project related to O'Connor Drive.
19. Discuss, consider and take appropriate action on approving Supplemental Agreement No. 4 for landscape architectural services between Williamson County and Design Workshop Inc., for Additional Construction Observation Services at the River Ranch Park, in the not-to-exceed amount of \$33,895.00, and authorizing execution of the agreement. Funding Source is P315 and P465.
20. Discuss, consider and take appropriate action on approving the agreement between TMC Shooting Range Specialists and Williamson County for range lead remediation services in the amount of \$15,900, and authorizing execution of the agreement.

- 21.** Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Exposition Center Pavilion Project (P-474); Change Order #02 for Prime Construction in the amount of \$12,821.89 to approve funding from within the existing contract for 5 yard hydrants.
- 22.** Discuss, consider, and take appropriate action on accepting and approving a report on the Williamson County Exposition Center Pavilion Project (P-474); Prime Change Order #04 in the amount of \$0.00 (Time Extension Only)
- 23.** Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Brushy Creek Regional Trail – Phase V Project (P-419); Change Order #04 in the amount of \$23,583.56 to approve funding from within the existing contract for Civil Sitework changes, which was executed by Tom Stanfield, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order results in an overall credit to Project.
- 24.** Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Brushy Creek Regional Trail – Phase V Project (P-419); Change Order #03 in the amount of \$18,135.00 to approve funding from within the existing contract for Civil Sitework changes, which was executed by Tom Stanfield, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order results in an overall credit to Project.
- 25.** Discuss, consider and take appropriate action on Work Authorization No. 1 in the amount of \$4,995.00 under Williamson County Contract between Fugro Land USA and Williamson County dated February 25<sup>th</sup>, 2020 for materials testing at Medic 11 EMS Addition (P512)
- 26.** Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of \$2,803.82 for the San Gabriel Ranch Road Bridge (A Greater Austin Development), a Road Bond project in Commissioner Pct. 2.  
P: 439 Funding Source: Road & Bridge
- 27.** Discuss, consider and take appropriate action on awarding RFQ #2451-18 Planning and Design of Road Bond Projects - CR 129 from South of Brushy Creek to North of the South Williamson County Line, Road Bond Project #4.9, to the overall most qualified firm Garver, LLC. and authorizing execution of the agreement. Funding source P375.
- 28.** Discuss, consider and take appropriate action on awarding RFQ #2451-13-14-15 Planning and Design of Road Bond Projects - CR 314 at IH-35, CR 314 (IH35 to East of CR 332) and CR 332 (FM 487 - CR 313), Road Bond Project #3.10, 3.11 & 3.12, to the overall most qualified firm Seiler Lankes Group, LLC. and authorizing execution of the agreement. Funding source P364 and P366.
- 29.** Discuss, consider and take appropriate action on awarding RFQ #3412 Asphalt Sampling, Testing and Inspection to the overall most qualified firms PaveTex Engineering, LLC. & Rodriguez Engineering Laboratories, LLC. and authorizing execution of the agreements.

30. Discuss, consider and take appropriate action on awarding IFB #3624 Spring 2020 Cul-de-sac Fog Seal (Anderson Mill) to the lowest responsive bidder Alpha Paving Industries, LLC. and authorizing execution of the agreement.
31. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$50,000.00 to expire on March 31, 2022 under Williamson County Contract for Engineering Services between K.C. Engineering, Inc. and Williamson County dated March 24, 2020 for On Call Professional Engineering Services for Small Maintenance Projects. Funding source: 01.0200.0210.004100.
32. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$50,000.00 to expire March 23, 2022 under Williamson County Contract for Engineering Services between M&S Engineering and Williamson County dated March 24, 2020 for On Call Professional Engineering Services for Small Maintenance Projects. Funding source: 01.0200.0210.004100.
33. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$183,845.00 to expire on March 24, 2023 under Williamson County Contract for Engineering Services between K.C. Engineering, Inc. and Williamson County dated March 24, 2020 for Engineering Design Services for Reconstruction of San Gabriel Ranch Road and Remuda Dr. Funding source: Capital Projects.
34. Discuss, consider and take appropriate action on approval of the final plat for the Moss Farms subdivision – Precinct 4.
35. Discuss, consider and take appropriate action on approval of the preliminary plat for the Cielo Gardens subdivision – Precinct 3.
36. Discuss, consider and take appropriate action on approval of the preliminary plat for the Tract 19, San Gabriel Oaks subdivision – Precinct 2.
37. Discuss, consider and take appropriate action on approval of the final plat for the Corely Estates subdivision – Precinct 2.
38. Discuss, consider and take appropriate action on approval of the replat for Lot 10, Leff's Acres subdivision – Precinct 3.
39. Discuss, consider and take appropriate action on approval of the preliminary plat for the JSWSC CR 303 subdivision – Precinct 3.

## **REGULAR AGENDA**

40. Discuss, consider and take appropriate action on approving a reimbursement in the amount of \$8,263.24 to Judge Bill Gravell, Jr. and Jill Gravell relating to their purchase of supplies to make masks to be used during the Coronavirus Disease (COVID-19) pandemic in Williamson County, Texas; and find that such reimbursement provides an overall public benefit and public purpose by attempting to aid in the protection of the public's health and safety during the current pandemic and that such expenditure and reimbursement is not for the private and personal benefit of Judge Bill Gravell, Jr. and Jill Gravell.
41. Discuss, consider and take appropriate action regarding the Williamson County Regional Animal Shelter Board of Directors' recommendation of Misty Valenta to serve as the next Director of the Williamson County Regional Animal Shelter following the retirement of Cheryl Schneider and authorize the tender of an offer of employment, hiring and appointment of Misty Valenta for such position to commence effective May 8, 2020.
42. Discuss and consider a small business plan for restarting small businesses in Williamson County.
43. Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health related matters, issues, business and concerns pertaining to the Coronavirus Disease 2019 (COVID-19).
44. Discuss, consider and take appropriate action to provide Williamson County Emergency Management guidance on providing supplies to various organizations involved with COVID-19 activities.
45. Discuss, consider and take appropriate action on approving addendum for Holiday Inn Express Cedar Park to support operations of the Williamson County Emergency Services Operations Center, exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2) and authorizing execution of the addendum.
46. Receive and discuss the 2019 Comprehensive Annual Financial Report (CAFR) and the Popular Annual Financial Report (PAFR). Only if necessary, take action regarding the same.
47. 9:30 AM - Hold Public Hearing regarding setting the rate associated with the mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2020 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

48. Discuss, consider and take appropriate action on setting the rate associated with the mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2020 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.
49. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$19,769.13
	0546.0000.367440	Jane's Fund Donations	\$17,813.98
	0546.0000.367442	Play Yard Donations	\$504.40
	0546.0000.367443	Heart Worm Donations	\$3,471.23
	0546.0000.367445	SIT Team Donations	\$504.00
	0546.0000.367446	Capital Expansion Donations	\$300.00
	0546.0000.367447	Animal Transport Donations	\$6,477.78
	0546.0000.370150	Sales of Pet Care Products	\$1,069.25

50. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$1,069.25
	0546.0546.003670	Use of Donations	\$19,769.13
	0546.0546.004100	Professional Services	\$17,813.98
	0546.0546.004509	Facility Enhancements	\$504.40
	0546.0546.004231	Travel	\$6,477.78
	0546.0546.004232	Training	\$504.00
	0546.0546.004975	Animal Medical Care	\$3,471.23
	0546.0546.004999	Miscellaneous Expense	\$300.00

51. Receive updates on the Department of Infrastructure projects and issues.

52. Receive and acknowledge the April 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.
53. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$125,000 from 2013 Road Non-Departmental (P290) to Greenfield/Oak Bluff Drainage(P506).
54. Discuss, consider and take appropriate action on a Contract Amendment No. 6 to the SH 29 at D.B. Wood Road Improvements contract between Williamson County and Unintech Consulting Engineers, Inc relating to the 2013 Road Bond Program. Project: P237. Funding Source: 2013 Road Bonds.
55. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the RM 2243 (183A to SW Bypass) contract between Williamson County and Brown & Gay Engineers, Inc. (BGE) relating to the 2013 Road Bond Program. Project: P326. Funding Source: Road Bonds.
56. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$750,000 from Corridor C (P459) to Southwest Bypass Segment 2 (P243).
57. Discuss, consider and take appropriate action on a Real Estate Contract with David Allen Huff and Carolyn Bussie Huff for Right of Way needed on The Sam Bass Road project. (Parcel 27) Funding Source: Road Bonds P249
58. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 41.194 acres; 29.534 acres and 1.223 acres required for the construction of Corridor C, and take appropriate action. (J.A. Davidson Holdings, L.P., a Texas limited partnership, Pamela G. Martin, Dennis L. Davidson and James A. Davidson, Jr.) Parcel 11, parts 1,2 and 3.
59. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.306 acres required for the construction of Corridor C, and take appropriate action. (Thomas Dee Langston) Parcel 7
60. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 1.952 acres required for the construction of County Road 111, and take appropriate action. (Myra L. Valenta also known as Myra Valenta Now Known as Myyra L. Page) Parcel 19.
61. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.150 acres) required for the construction of County Road 200, and take appropriate action. (Ashley and Noelle Vaughan)

## EXECUTIVE SESSION

***"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."***

62. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties
- Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
  - b) Discuss the acquisition of real property for CR 176 at RM 2243
  - c) Discuss the acquisition of real property: O'Connor Signal Project
  - d) Discuss the acquisition of real property: CR 200
  - e) Discuss the acquisition of real property for County Facilities.
  - f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
  - g) Discuss the acquisition of real property for SH 29 @ DB Wood.
  - h) Discuss the acquisition of real property for Hairy Man Rd.
  - i) Discuss the acquisition of real property for N. Mays.
  - j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
  - k) Discuss the acquisition of real property for CR 111.
  - l) Discuss the acquisition of real property for Corridor H
  - m) Discuss the acquisition of real property for future SH 29 corridor.
  - n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
  - o) Discuss the acquisition of right-of-way for Corridor C.
  - p) Discuss the acquisition of right-of-way for Corridor F.
  - q) Discuss the acquisition of right-of-way for Corridor D.
  - r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
  - s) Discuss the acquisition of right-of-way for Reagan extension.
  - t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
  - u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
  - v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
  - x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
  - y) Discuss the acquisition of the MKT Right of Way
- B. Property or Real Estate owned by Williamson County
- Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
  - b) Discuss possible sale of +/- 10 acres located on Chandler Road near the

County Sheriff's Office Training Facility

- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard
- i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

**63.** Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Reese

**64.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Employee/personnel related matters
- d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- f) Case No. 1:17-cv-00290, Rodney A. Hurdsmen v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
- g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
- h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.



- i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
- j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- k) Valerie Adams - EEOC Charge No. 450-2018-03807
- l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
- n) BANGL Pipeline Project
- o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
- p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
- q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
- r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
- s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
- t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- u) Claim of Regina Wright.
- v) Law on use of County facilities.
- w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
- x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.

- 65.** Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

#### REGULAR AGENDA (continued)

- 66.** Discuss and take appropriate action concerning economic development.
- 67.** Discuss and take appropriate action concerning real estate.

**68.** Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Employee/personnel related matters
- d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
- g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
- h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
- i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
- j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- k) Valerie Adams - EEOC Charge No. 450-2018-03807
- l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
- n) BANGL Pipeline Project
- o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
- p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
- q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
- r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
- s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
- t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- u) Claim of Regina Wright.
- v) Law on use of County facilities.
- w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson

County, Texas.

x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.

- 69.** Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
- 70.** Comments from Commissioners.

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Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 17th day of April, 2020 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****4.****Meeting Date:** 04/21/2020

Line Item Transfer

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Pre-Trial Services.

**Background**

Two line item transfers totaling \$1800 were approved for Pre-Trial with monies coming out of 4998 or Contingencies and going into Computer Equipment. What was not realized at the time is that these monies budgeted in 4998 were for salaries, to include merit increases after 90 days. This transfer will put the funds back into contingencies so that they may be used for this purpose.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0591-003005	PreTrial/Furniture	\$900
From	0100-0591-004350	PreTrial/Printed Materials	\$900
To	0100-0591-004998	PreTrial/Contingencies	\$1,800

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**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 04/06/2020

**Reviewed By**

Andrea Schiele

**Date**

04/06/2020 12:32 PM

Started On: 04/06/2020 12:18 PM

**Commissioners Court - Regular Session****5.****Meeting Date:** 04/21/2020

Line Item Transfer

**Submitted For:** Dale Butler**Submitted By:** Gina Wrehnsig, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Facilities.

**Background**

Need additional funds for the rest of the fiscal year for Vehicle Maintenance and Vehicle accessories.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0509.003002	Vehicle Equipment	\$5,000.00
To	0100.0509.005700	Vehicles >\$5,000.00	\$5,000.00
From	0100.0509.003011	Computer Software	\$15,000.00
To	0100.0509.004541	Vehicle Repairs & Maint	\$15,000.00

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**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehnsig

Final Approval Date: 04/13/2020

**Reviewed By**

Andrea Schiele

Ashlie Koenig

**Date**

04/13/2020 09:44 AM

04/13/2020 10:26 AM

Started On: 04/13/2020 07:40 AM

**Commissioners Court - Regular Session****6.****Meeting Date:** 04/21/2020

Line Item Transfer

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the 26th District Court.

**Background**

Per the office of the 26th District Court...

"We purchased equipment to use at home after checking with IT to see if any equipment was available through them. After we had already purchased this equipment, we were instructed to take our equipment home from the office. This was not an option as we continue to bounce back and forth working in both places. In addition, our printers are not compact enough to move back and forth."

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$880.74
To	0100-0436-003010	26th Dist Ct/Computer Equip	\$880.74

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 04/13/2020

**Reviewed By**

Andrea Schiele

**Date**

04/13/2020 10:12 AM

Started On: 04/13/2020 10:06 AM

**Commissioners Court - Regular Session****7.****Meeting Date:** 04/21/2020

Line Item Transfer

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Public Assistance Department.

**Background**

We are averaging a higher than usual number of pauper burials. Based on an average of one per month at a maximum rate of \$750, we would need \$4,500 for the remainder of the year. Currently, funds have been depleted.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$4,500
To	0100-0640-004951	Public Asst/Pauper Burials	\$4,500

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 04/13/2020

**Reviewed By**

Andrea Schiele

**Date**

04/13/2020 01:48 PM

Started On: 04/13/2020 01:43 PM

**Commissioners Court - Regular Session****8.****Meeting Date:** 04/21/2020

Line Item Transfer of \$500 of Less January-March 2020 FY20 04-03-2020

**Submitted For:** Melanie Denny**Submitted By:** Anabel Macias, County Auditor**Department:** County Auditor**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss consider and take appropriate action acknowledging line item transfer of \$500 or less completed by the County Auditor during January - March 2020 (FY20 - 2nd quarter).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

LIT FY 20 - 2nd Qtr

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**Form Review****Inbox**

County Judge Exec Asst.

County Auditor (Originator)

County Judge Exec Asst.

Form Started By: Anabel Macias

Final Approval Date: 04/13/2020

**Reviewed By**

Andrea Schiele

Melanie Denny

Andrea Schiele

**Date**

04/03/2020 05:23 PM

04/13/2020 02:07 PM

04/13/2020 04:25 PM

Started On: 04/03/2020 01:59 PM



# **FY20 LIT's Equal to or Less Than \$500**

<b>Dept</b>	<b>From/To</b>		<b>Line #</b>		<b>Amount</b>	
Justice of the Peace Pct. 3	From	01	0100	0453	004212	\$ 400.00
	To	01	0100	0453	004999	\$ 400.00
County Attorney	From	01	0100	0475	004902	\$ 40.00
	To	01	0100	0475	003601	\$ 40.00
EMS	From	01	0100	0540	003101	\$ 8.00
	To	01	0100	0540	004216	\$ 8.00
EMS	From	01	0100	0540	003001	\$ 36.00
	To	01	0100	0540	004410	\$ 36.00
Tax Office	From	01	0100	0499	003011	\$ 450.00
	To	01	0100	0499	003005	\$ 450.00
Justice of the Peace Pct. 3	From	01	0100	0453	003010	\$ 50.00
	To	01	0100	0453	004999	\$ 50.00
Justice of the Peace Pct. 3	From	01	0100	0453	004999	\$ 275.00
	To	01	0100	0453	003006	\$ 275.00
Information Technology	From	01	0100	0503	003011	\$ 36.86
	To	01	0100	0503	004350	\$ 36.86
On-Site Sewage Facilities	From	01	0100	0661	004621	\$ 100.00
	To	01	0100	0661	003101	\$ 100.00
Justice of the Peace Pct. 3	From	01	0100	0453	004002	\$ 300.00
	To	01	0100	0453	003006	\$ 300.00
Auditor's Office	From	01	0100	0495	003010	\$ 108.84
	To	01	0100	0495	003011	\$ 108.84
Commissioners Court	From	01	0100	0401	004100	\$ 212.95
	To	01	0100	0401	004505	\$ 212.95
County Clerk	From	01	0100	0403	004999	\$ 27.30
	To	01	0100	0403	004212	\$ 27.30
277th District Court	From	01	0100	0437	003005	\$ 500.00
	To	01	0100	0437	003010	\$ 500.00
County Attorney	From	01	0100	0475	004902	\$ 49.99
	To	01	0100	0475	003006	\$ 49.99

District Clerk	From	01	0100	0450	004350	\$ 205.00
	To	01	0100	0450	004544	\$ 205.00
County Court 3	From	01	0100	0428	004010	\$ 300.00
	To	01	0100	0428	003100	\$ 300.00
Juvenile Services	From	01	0100	0576	003006	\$ 500.00
	To	01	0100	0576	003001	\$ 500.00
Justice of the Peace Pct. 1	From	01	0100	0451	004100	\$ 200.00
	To	01	0100	0451	004621	\$ 200.00
On-Site Sewage Facilities	From	01	0100	0661	004208	\$ 500.00
	To	01	0100	0661	004621	\$ 500.00
Pretrial Discretionary Fding.	From	01	0100	0591	004998	\$ 300.00
	To	01	0100	0591	003010	\$ 300.00
Haz-Mat	From	01	0100	0542	004231	\$ 480.00
	To	01	0100	0542	004718	\$ 480.00
911 Communication	From	01	0100	0581	003100	\$ 430.00
	To	01	0100	0581	003318	\$ 430.00
CO Tax Assessor Collector	From	01	0100	0499	003011	\$ 500.00
	To	01	0100	0499	003006	\$ 500.00
277th District Court	From	01	0100	0437	004010	\$ 500.00
	To	01	0100	0437	003010	\$ 500.00
County Attorney	From	01	0100	0475	004902	\$ 120.00
	To	01	0100	0475	003601	\$ 120.00
RCDS MGMT and PRSRV - CO Wide	From	01	0390	0390	005700	\$ 100.00
	To	01	0390	0390	003311	\$ 100.00
Wireless Communications	From	01	0100	0587	004509	\$ 500.00
	To	01	0100	0587	003311	\$ 500.00
On-Site Sewage Facilities	From	01	0100	0661	004208	\$ 300.00
	To	01	0100	0661	003311	\$ 300.00
26th Judicial District Court	From	01	0100	0409	004998	\$ 328.49
	To	01	0100	0436	003010	\$ 328.49
Emergency Management	From	01	0100	0541	003100	\$ 90.17

	To	01	0100	0541	004111	\$	90.17
911 Communications	From	01	0100	0581	003100	\$	85.90
	To	01	0100	0581	003001	\$	85.90
Commissioner Pct. 4	From	01	0100	0214	004999	\$	165.55
	To	01	0100	0214	003901	\$	165.55

**Commissioners Court - Regular Session****9.****Meeting Date:** 04/21/2020

Property Tax Collections – March 2020

**Submitted For:** Larry Gaddes**Submitted By:** Renee Clark, County Tax  
Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving property tax collections for the month of March 2020 for the Williamson County Tax Assessor/Collector.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

030120-033120 GWI-RFM

030120-033120 GWI-RFM Graph

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 04/16/2020

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 10:08 AM

Started On: 04/15/2020 01:56 PM

**YEAR TO DATE - COLLECTION REPORT**  
**Williamson County - GWI/RFM Property Taxes**  
**March 1-31, 2020**

<b>Williamson County General Fund</b>	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	\$288,080,730.50	\$107,827.63	\$288,188,558.13	\$2,035,187.35	\$93,442.10	\$1,130.99	\$5,541,614.74	\$282,646,943.39	98.08%	98.19%	98.52%
2018 & Prior	\$2,372,220.70	(\$645,298.63)	\$1,726,922.07	\$46,294.82	\$21,108.73	\$133.57	\$1,804,452.90	(\$77,530.83)	-4.49%	3.92%	
Rollbacks	\$365,097.69	\$714,874.64	\$1,079,972.33	\$38,500.86	\$849.91	\$0.00	\$205,178.94	\$874,793.39	81.00%	81.82%	
<b>Total All</b>	<b>\$290,818,048.89</b>	<b>\$177,403.64</b>	<b>\$290,995,452.53</b>	<b>\$2,119,983.03</b>	<b>\$115,400.74</b>	<b>\$1,264.56</b>	<b>\$7,551,246.58</b>	<b>\$283,444,205.95</b>	<b>97.41%</b>	<b>97.57%</b>	

<b>Williamson County RFM</b>	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	\$27,355,408.62	\$14,858.07	\$27,370,266.69	\$191,531.73	\$8,901.83	\$108.10	\$519,402.05	\$26,850,864.64	98.10%	98.21%	98.53%
2018 & Prior	\$208,455.77	(\$60,145.52)	\$148,310.25	\$4,258.83	\$1,902.55	\$12.75	\$155,834.63	(\$7,524.38)	-5.07%	4.10%	
Rollbacks	\$33,250.27	\$66,229.87	\$99,480.14	\$3,571.62	\$78.48	\$0.00	\$19,043.16	\$80,436.98	80.86%	81.67%	
<b>Total All</b>	<b>\$27,597,114.66</b>	<b>\$20,942.42</b>	<b>\$27,618,057.08</b>	<b>\$199,362.18</b>	<b>\$10,882.86</b>	<b>\$120.85</b>	<b>\$694,279.84</b>	<b>\$26,923,777.24</b>	<b>97.49%</b>	<b>97.65%</b>	

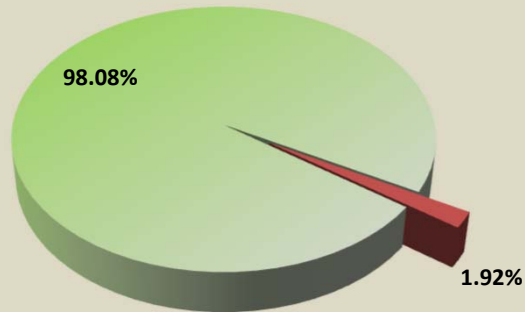
2019 COMBINED MONTHLY BREAKDOWN

Oct-19	\$318,415,163.55	\$69,338.91	\$318,484,502.46	\$7,496,527.39	\$48,223.83	\$1,321.80	\$310,986,653.27	\$7,497,849.19			
Nov-19	\$318,484,502.46	\$694,814.30	\$319,179,316.76	\$16,104,942.86	\$10,400.61	\$590.80	\$295,575,933.91	\$23,603,382.85			
Dec-19	\$319,179,316.76	(\$484,593.07)	\$318,694,723.69	\$169,824,788.05	\$25,118.81	\$3,263.02	\$125,263,289.77	\$193,431,433.92			
Jan-20	\$318,694,723.69	(\$56,846.87)	\$318,637,876.82	\$109,780,093.26	\$20,000.98	(\$112,301.44)	\$15,538,651.08	\$303,099,225.74			
Feb-20	\$318,637,876.82	\$29,340.37	\$318,667,217.19	\$4,922,830.80	\$288,359.87	\$25,196.03	\$10,619,964.62	\$308,047,252.57			
Mar-20	\$318,667,217.19	(\$53,707.58)	\$318,613,509.61	\$2,319,345.21	\$126,283.60	\$1,385.41	\$8,245,526.42	\$310,367,983.19			

### Year to Date Collection Report October 1, 2019 - March 31, 2020

YTD Collected YTD Uncollected

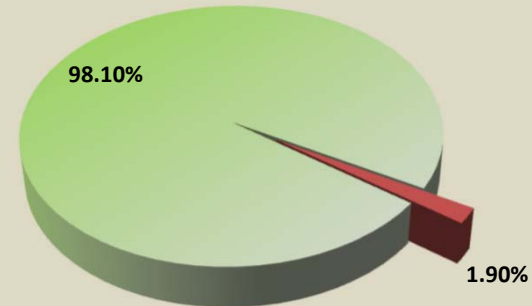
**GWI**



### Year to Date Collection Report October 1, 2019 - March 31, 2020

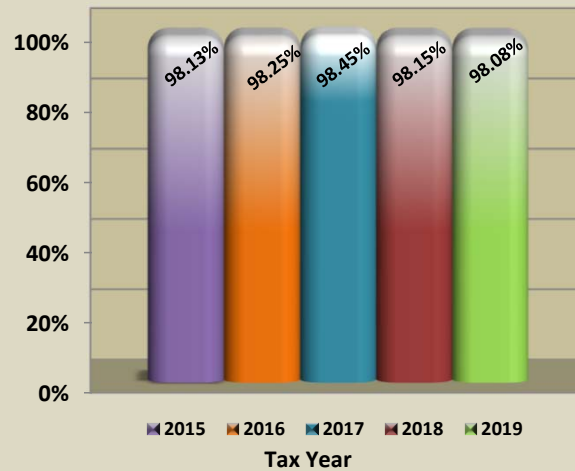
YTD Collected YTD Uncollected

**RFM**



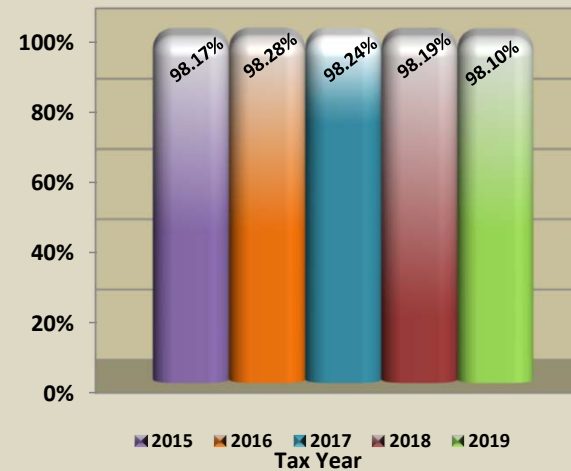
### Percent of Roll Collected Comparison 2015-2019

**GWI**



### Percent of Roll Collected Comparison 2015-2019

**RFM**



**Commissioners Court - Regular Session****10.****Meeting Date:** 04/21/2020

Compensation Items

**Submitted By:** Kayla Marek, Human Resources**Department:** Human Resources**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

**Background**

See attached documentation for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Merit Report

Merit LIT

Position Changes

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**Form Review****Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 04/16/2020

**Reviewed By**

Rebecca Clemons

Andrea Schiele

**Date**

04/16/2020 08:07 AM

04/16/2020 09:31 AM

Started On: 04/15/2020 05:04 PM

Organization	Position	Emp Num	Current Annual Salary	Annual Merit Amount	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Emergency Medical Services	EMS Paramedic.0839.001100.	14964	\$ 35,841.79	\$ 1,433.68	4.00	\$ 37,275.47		MERIT	1-May-20
Emergency Medical Services	EMS Paramedic.0890.001100.	14966	\$ 35,841.79	\$ 1,218.63	3.40	\$ 37,060.42		MERIT	1-May-20
Emergency Medical Services	Demand Paramedic.0881.001100.	14963	\$ 48,838.40	\$ 1,953.54	4.00	\$ 50,791.94		MERIT	1-May-20
Emergency Medical Services	EMS Paramedic.0870.001100.	14962	\$ 35,841.79	\$ 1,433.68	4.00	\$ 37,275.47		MERIT	1-May-20
Juvenile Grant	Juv Prob Ofcr 2 Grant.1034.001100.	15003	\$ 45,468.80	\$ 1,818.75	4.00	\$ 47,287.55		MERIT	1-May-20
Juvenile Grant	Juv Therapist LSOTP Grant.1047.001100.	12692	\$ 69,929.86	\$ 2,797.08	4.00	\$ 72,726.94		MERIT	17-Apr-20
Juvenile Services	Juv Prob Ofcr 1.1152.001100.	15004	\$ 40,499.99	\$ 1,620.01	4.00	\$ 42,120.00		MERIT	17-Apr-20
Juvenile Services	Juv Prob Ofcr 1.1032.001100.	15002	\$ 40,499.99	\$ 1,620.01	4.00	\$ 42,120.00		MERIT	17-Apr-20
Juvenile Services	LVN Juvenile.1169.001100.	14934	\$ 45,010.14	\$ 1,350.29	3.00	\$ 46,360.43		MERIT	17-Apr-20
Juvenile Services	Juv Supervision Offcr I.1066.001100.	14199	\$ 37,440.00	\$ 1,497.60	4.00	\$ 38,937.60		MERIT	1-May-20
Parks	Parks Asst Dir.1203.001100.	12548	\$ 80,762.50	\$ 1,616.16	2.00	\$ 82,378.66		MERIT	1-May-20
Parks	General Manager - Expo.1726.001100.	13539	\$ 79,035.06	\$ 1,541.28	1.95	\$ 80,576.34		MERIT	1-May-20
Wilco Pretrial Services	Dir of Pre-Trial Court Svc.1942.001100.	15260	\$ 90,680.98	\$ 5,409.04	5.96	\$ 96,090.02		MERIT	17-Apr-20



				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0540	001100	6039.53	
01	0100	0540	002010	462.02	
01	0100	0540	002020	877.54	
01	0100	8004	001130		6039.53
01	0100	8004	002010		462.02
01	0100	8004	002020		877.54
01	0100	0576	001100	10,703.74	
01	0100	0576	001130		10,703.74
01	0100	0510	001100	3,157.44	
01	0100	0510	001130		3,157.44
01	0100	0591	001100	5,409.04	
01	0100	0591	002010	413.79	
01	0100	0591	002020	785.93	
01	0100	0591	004998		6,608.76

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes
570: Corrections	0371	n/a	n/a	n/a	\$44,735.02	\$40,255.22	\$4,479.80		Reallocation of surplus position budget to accommodate increase position to budgets for PCNs: 0561 and 0350
570: Corrections	0561	15325	\$43,686.81	\$47,676.00	\$45,436.10	\$47,676.00		\$2,239.90	Reclass: Title/Step Change from Commissioned Corrections Officer (C2.1) to Bailiff (Ca.1). Surplus funds from PCN 0371
570: Corrections	0350	15338	\$43,686.81	\$47,676.00	\$45,436.10	\$47,676.00		\$2,239.90	Reclass: Title/Step Change from Commissioned Corrections Officer (C2.1) to Bailiff (Ca.1). Surplus funds from PCN 0371

\*Amount may vary slightly due to Oracle rounding

**Earliest  
Oracle  
Effective Date**

4/17/2020

4/17/2020

4/17/2020

**Commissioners Court - Regular Session****11.****Meeting Date:** 04/21/2020

Request of Constable Precinct One for approval of Mike Carlson to a reserve deputy constable position.

**Submitted By:** Michael Pendley, Constable Pct. #1**Department:** Constable Pct. #1**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action regarding request of Constable Precinct One for approval of Mike Carlson to a reserve deputy constable position in precinct one pursuant to Tex. Loc. Gov't Code 86.011.

**Background**

Mike Carlson has accepted a position of Reserve Deputy Constable currently open at the Williamson County Constable Precinct One office. Carlson brings over 9 years of Williamson County Law Enforcement experience and 42 years of overall service experience to this position and meets all qualifications set forth for this position.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 10:00 AM

Form Started By: Michael Pendley

Started On: 04/16/2020 08:48 AM

Final Approval Date: 04/16/2020

**Commissioners Court - Regular Session****12.****Meeting Date:** 04/21/2020

Ratify Certification of Coronavirus Aid, Relief and Economic Security Act

**Submitted By:** Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action approving and ratifying a certification for the Coronavirus Aid, Relief and Economic Security (CARES) Act.

**Background**

The certification for the CARES Act was due by Friday, April 17th at midnight. We received notification on Tuesday, April 14th. The CARES Act provides an opportunity for the County to apply for funds available for necessary expenditures incurred due to the public health response with respect to COVID-19. Once the guidelines for reimbursement become available, the Auditor's Department will work with Commissioner's Court to identify the qualified expenditures.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

CARES Act Certification

CARES Act Eligibility of LG

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 04/16/2020

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 11:11 AM

Started On: 04/16/2020 07:52 AM



BILL GRAVELL JR.  
County Judge  
WILLIAMSON COUNTY TEXAS

### CERTIFICATION

I, Bill Gravel, am the chief executive of Williamson County, and I certify that:

1. I have the authority on behalf of Williamson County to request direct payment from the Department of the Treasury ('Treasury') pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that Treasury will rely on this certification as a material representation in making a direct payment to Williamson County.
3. Williamson County's proposed uses of the funds provided as direct payment under section 601(b) of the Social Security Act will be used only to cover those costs that:
  - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. were not accounted for in the budget most recently approved as of March 27, 2020, for Williamson County; and
  - c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

By: Bill Gravel

Signature: Bill Gravel

Title: Williamson County Judge

Date: 4-15-2020

### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is two hour per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

## Eligibility of Local Governments

A unit of local government eligible for receipt of direct payment includes a county, municipality, town, township, village, parish, borough, or other unit of general government below the State level with a population that exceeds 500,000. Accordingly, a local government must have a population in excess of 500,000 to provide a certification for payment.

### *Overlapping Jurisdictions.*

Some local governments (for example, a city) may be entirely within the boundaries of a larger local government (for example, a county or parish). The larger local government may include, for purposes of determining whether it meets the 500,000 threshold for *eligibility*, the population of the smaller, constituent local government.

The population used to calculate the larger local government's *payment amount* will depend on whether any smaller, constituent local government that is eligible to receive a payment provides a certification for payment:

- If the smaller, constituent local government does not provide a certification for payment, the entire population of the larger local government (including the population of the smaller local government) will be used for purposes of calculating its payment amount.
- If the smaller, constituent local government provides a certification for payment, the population of the smaller local government will be subtracted from the population of the larger local government for purposes of calculating its payment amount.

The following examples illustrate these points.

- County A has a total population of 550,000, comprised of 75,000 in City B (the incorporated part of the county within the borders of County A) and 475,000 in the unincorporated part of the county.
  - County A is eligible to receive a payment, because its total population (including both the incorporated City B and the unincorporated part of the county) is greater than 500,000.
  - County A's payment amount will be calculated based on a population of 550,000.
  - City B is not eligible to receive a payment because its population is less than 500,000.
- County C has a total population of 900,000, comprised of 750,000 in City D (the incorporated part of the county) and 150,000 in the unincorporated part of the county.
  - Both County C and City D are eligible to provide a certification, because their total respective populations exceed 500,000.
  - If County C provides a certification but City D does not, County C's payment amount will be based on a population of 900,000.
  - If both County C and City D provide certifications, County C's payment amount will be calculated based on a population of 150,000 (total population less the population of City C). City D's payment amount will be calculated based on its population of 750,000.

## Census Data

The CARES Act directs Treasury to use U.S. Census Bureau data for the most recent year for which data are available for population calculations under the CARES Act.

### *States and Local Governments*

Treasury will use data from the U.S. Census Bureau's Population Estimates Program for determining the populations of States and local governments:

- Treasury will use 2019 data from the 2019 Vintage for States and county-level units of local governments. The 2019 Vintage data are available at <https://www.census.gov/data/tables/time-series/demo/popest/2010s-state-total.html> and <https://www.census.gov/data/tables/time-series/demo/popest/2010s-counties-total.html>.
- Treasury will use 2019 data from the 2019 Vintage provided by the U.S. Census Bureau for units of local government below the county level. This data was provided to Treasury in advance of publication to implement this title of the CARES Act.

The table below includes the population for each state in 2019, the state's share of the total population of the 50 states, and the state's allocation.

State	State Population, 2019	State Share of Total Population	Maximum State Allocation
Alabama	4,903,185	0.0150	\$1,901,262,159.90
Alaska	731,545	0.0022	\$1,250,000,000.00
Arizona	7,278,717	0.0222	\$2,822,399,971.50
Arkansas	3,017,804	0.0092	\$1,250,000,000.00
California	39,512,223	0.1206	\$15,321,284,928.40
Colorado	5,758,736	0.0176	\$2,233,011,164.20
Connecticut	3,565,287	0.0109	\$1,382,477,973.40
Delaware	973,764	0.0030	\$1,250,000,000.00
Florida	21,477,737	0.0656	\$8,328,221,072.10
Georgia	10,617,423	0.0324	\$4,117,018,751.10
Hawaii	1,415,872	0.0043	\$1,250,000,000.00
Idaho	1,787,065	0.0055	\$1,250,000,000.00
Illinois	12,671,821	0.0387	\$4,913,633,437.00
Indiana	6,732,219	0.0206	\$2,610,489,556.60
Iowa	3,155,070	0.0096	\$1,250,000,000.00
Kansas	2,913,314	0.0089	\$1,250,000,000.00
Kentucky	4,467,673	0.0136	\$1,732,387,747.50
Louisiana	4,648,794	0.0142	\$1,802,619,342.60
Maine	1,344,212	0.0041	\$1,250,000,000.00
Maryland	6,045,680	0.0185	\$2,344,276,753.70
Massachusetts	6,892,503	0.0210	\$2,672,641,383.20
Michigan	9,986,857	0.0305	\$3,872,510,074.60
Minnesota	5,639,632	0.0172	\$2,186,827,320.80
Mississippi	2,976,149	0.0091	\$1,250,000,000.00



Missouri	6,137,428	0.0187	\$2,379,853,017.00
Montana	1,068,778	0.0033	\$1,250,000,000.00
Nebraska	1,934,408	0.0059	\$1,250,000,000.00
Nevada	3,080,156	0.0094	\$1,250,000,000.00
New Hampshire	1,359,711	0.0042	\$1,250,000,000.00
New Jersey	8,882,190	0.0271	\$3,444,163,690.30
New Mexico	2,096,829	0.0064	\$1,250,000,000.00
New York	19,453,561	0.0594	\$7,543,325,288.30
North Carolina	10,488,084	0.0320	\$4,066,866,177.50
North Dakota	762,062	0.0023	\$1,250,000,000.00
Ohio	11,689,100	0.0357	\$4,532,572,911.90
Oklahoma	3,956,971	0.0121	\$1,534,357,612.40
Oregon	4,217,737	0.0129	\$1,635,472,403.80
Pennsylvania	12,801,989	0.0391	\$4,964,107,464.10
Rhode Island	1,059,361	0.0032	\$1,250,000,000.00
South Carolina	5,148,714	0.0157	\$1,996,468,642.30
South Dakota	884,659	0.0027	\$1,250,000,000.00
Tennessee	6,829,174	0.0209	\$2,648,084,889.60
Texas	28,995,881	0.0885	\$11,243,461,410.70
Utah	3,205,958	0.0098	\$1,250,000,000.00
Vermont	623,989	0.0019	\$1,250,000,000.00
Virginia	8,535,519	0.0261	\$3,309,738,321.00
Washington	7,614,893	0.0232	\$2,952,755,792.90
West Virginia	1,792,147	0.0055	\$1,250,000,000.00
Wisconsin	5,822,434	0.0178	\$2,257,710,741.60
Wyoming	578,759	0.0018	\$1,250,000,000.00
Total	327,533,774	1.0000	\$139,000,000,000.00

#### *District of Columbia and U.S. Territories*

Treasury will use 2019 data from the 2019 Vintage from the U.S. Census Bureau's Population Estimates Program for determining the populations of DC and Puerto Rico. The 2019 Vintage data are available at <https://www.census.gov/data/tables/time-series/demo/popest/2010s-state-total.html>.

Treasury will use data from the U.S. Census Bureau's International Programs for determining the populations of USVI, Guam, CNMI, and American Samoa. The International Programs updated its population estimates and future population projections for these U.S. Territories in August 2017. Treasury will use the 2019 population projections from International Programs' August 2017 population estimates and projections for USVI, Guam, CNMI, and American Samoa. These data are available at [https://www.census.gov/data-tools/demo/idb/region.php?T=6&RT=0&A=separate&Y=2019&C=AQ,GQ,CQ,VQ&R=\)](https://www.census.gov/data-tools/demo/idb/region.php?T=6&RT=0&A=separate&Y=2019&C=AQ,GQ,CQ,VQ&R=)).

The table below includes the population of the District of Columbia and each territory, the share of the total population of the District of Columbia and the territories, and the allocation for the District of Columbia and each territory.

	Population, 2019	Share of Total Population	Allocation
District of Columbia	705,749	0.1650	\$495,138,063.60
Puerto Rico	3,193,694	0.7469	\$2,240,625,863.80
American Samoa	50,135	0.0117	\$35,173,619.50
Guam	168,147	0.0393	\$117,968,257.80
Northern Mariana Islands	51,718	0.0121	\$36,284,217.70
Virgin Islands	106,631	0.0249	\$74,809,977.60
Total	4,276,074	1.0000	\$3,000,000,000.00

### **Eligible Units of Local Government**

The 171 counties and cities/towns listed below had a population of more than 500,000 people in 2019 according to the Census Bureau. Consolidated cities and counties and city-counties may be twice listed. Note, while the Census Bureau considers the boroughs of New York City counties and the District of Columbia a county and a city, these entries are excluded from the list below.

Jefferson County	Alabama
Maricopa County	Arizona
Mesa city	Arizona
Phoenix city	Arizona
Pima County	Arizona
Tucson city	Arizona
Alameda County	California
Contra Costa County	California
Fresno County	California
Fresno city	California
Kern County	California
Los Angeles County	California
Los Angeles city	California
Orange County	California
Riverside County	California
Sacramento County	California
Sacramento city	California
San Bernardino County	California
San Diego County	California
San Diego city	California
San Francisco County	California
San Francisco city	California
San Joaquin County	California
San Jose city	California
San Mateo County	California
Santa Clara County	California
Stanislaus County	California
Ventura County	California
Adams County	Colorado
Arapahoe County	Colorado
Denver County	Colorado
Denver city	Colorado
El Paso County	Colorado
Jefferson County	Colorado
Fairfield County	Connecticut

Hartford County	Connecticut
New Haven County	Connecticut
New Castle County	Delaware
Brevard County	Florida
Broward County	Florida
Duval County	Florida
Hillsborough County	Florida
Jacksonville city	Florida
Lee County	Florida
Miami-Dade County	Florida
Orange County	Florida
Palm Beach County	Florida
Pasco County	Florida
Pinellas County	Florida
Polk County	Florida
Volusia County	Florida
Atlanta city	Georgia
Cobb County	Georgia
DeKalb County	Georgia
Fulton County	Georgia
Gwinnett County	Georgia
Honolulu County	Hawaii
Chicago city	Illinois
Cook County	Illinois
DuPage County	Illinois
Kane County	Illinois
Lake County	Illinois
Will County	Illinois
Indianapolis city	Indiana
Marion County	Indiana
Johnson County	Kansas
Sedgwick County	Kansas
Jefferson County	Kentucky
Louisville/Jefferson County metro government	Kentucky
Anne Arundel County	Maryland
Baltimore County	Maryland
Baltimore city	Maryland
Montgomery County	Maryland
Prince George's County	Maryland
Boston city	Massachusetts
Bristol County	Massachusetts

Essex County	Massachusetts
Middlesex County	Massachusetts
Norfolk County	Massachusetts
Plymouth County	Massachusetts
Suffolk County	Massachusetts
Worcester County	Massachusetts
Detroit city	Michigan
Kent County	Michigan
Macomb County	Michigan
Oakland County	Michigan
Wayne County	Michigan
Hennepin County	Minnesota
Ramsey County	Minnesota
Jackson County	Missouri
St. Louis County	Missouri
Douglas County	Nebraska
Clark County	Nevada
Las Vegas city	Nevada
Bergen County	New Jersey
Camden County	New Jersey
Essex County	New Jersey
Hudson County	New Jersey
Middlesex County	New Jersey
Monmouth County	New Jersey
Ocean County	New Jersey
Passaic County	New Jersey
Union County	New Jersey
Albuquerque city	New Mexico
Bernalillo County	New Mexico
Erie County	New York
Hempstead town	New York
Monroe County	New York
Nassau County	New York
New York city	New York
Suffolk County	New York
Westchester County	New York
Charlotte city	North Carolina
Guilford County	North Carolina
Mecklenburg County	North Carolina
Wake County	North Carolina
Columbus city	Ohio

Cuyahoga County	Ohio
Franklin County	Ohio
Hamilton County	Ohio
Montgomery County	Ohio
Summit County	Ohio
Oklahoma City city	Oklahoma
Oklahoma County	Oklahoma
Tulsa County	Oklahoma
Multnomah County	Oregon
Portland city	Oregon
Washington County	Oregon
Allegheny County	Pennsylvania
Bucks County	Pennsylvania
Chester County	Pennsylvania
Delaware County	Pennsylvania
Lancaster County	Pennsylvania
Montgomery County	Pennsylvania
Philadelphia County	Pennsylvania
Philadelphia city	Pennsylvania
Providence County	Rhode Island
Greenville County	South Carolina
Davidson County	Tennessee
Memphis city	Tennessee
Nashville-Davidson metropolitan government	Tennessee
Shelby County	Tennessee
Austin city	Texas
Bexar County	Texas
Collin County	Texas
Dallas County	Texas
Dallas city	Texas
Denton County	Texas
El Paso County	Texas
El Paso city	Texas
Fort Bend County	Texas
Fort Worth city	Texas
Harris County	Texas
Hidalgo County	Texas
Houston city	Texas
Montgomery County	Texas
San Antonio city	Texas
Tarrant County	Texas

Travis County  
Williamson County  
Salt Lake County  
Utah County  
Fairfax County  
King County  
Pierce County  
Seattle city  
Snohomish County  
Spokane County  
Dane County  
Milwaukee County  
Milwaukee city

Texas  
Texas  
Utah  
Utah  
Virginia  
Washington  
Washington  
Washington  
Washington  
Washington  
Wisconsin  
Wisconsin  
Wisconsin

## U.S. DEPARTMENT OF THE TREASURY



Assistance for  
American Workers  
and Families



Assistance for  
Small Businesses



Assistance to  
State and Local  
Governments



Preserving Jobs  
for American  
Industry

### The CARES Act provides Assistance for State and Local Governments

Through the Coronavirus Relief Fund, the CARES Act provides for payments to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak.

The CARES Act established the \$150 billion Coronavirus Relief Fund.

Treasury will make payments from the Fund to States and eligible units of local government; the District of Columbia and U.S.

Territories (the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments (collectively “governments”).

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

(1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

**BEWARE COVID-19  
SCAMS**

**RECENT REMARKS  
AND STATEMENTS**

**PERSONAL  
FINANCE  
RESOURCES**



(2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and

(3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Additional information on eligible uses of Fund disbursements by governments will be posted as it becomes available.

Amounts paid to States, the District of Columbia, U.S. Territories, and eligible units of local government are based on population as provided in the CARES Act. The CARES Act directs Treasury to use U.S. Census Bureau data for the most recent year for which data is available. The amount of payments made to each State will be reduced by the aggregate amount of payments that will be disbursed to eligible local governments within such State that have provided the required certifications to Treasury. Additional information on these points can be accessed below.

A unit of local government eligible for receipt of direct payment includes a county, municipality, town, township, village, parish, borough, or other unit of general government below the State level with a population that exceeds 500,000. Eligible local governments must submit the certification required by the CARES Act to Treasury by the deadline set forth below in order to receive payment.

Payments to Tribal Governments are to be determined by the Secretary of the Treasury in consultation with the Secretary of the Interior and Indian Tribes. Although that consultation has not yet concluded, certain data is requested of Tribal governments at this time to assist in this determination. Additional information on payments to Tribal governments will be posted as it becomes available.

Governments eligible for payments must provide payment information and required supporting documentation through the electronic form accessible below. To ensure payments are made within the 30 day period specified by the CARES Act, governments must submit completed payment materials not later than 11:59 p.m. EDT on April 17, 2020. Eligible local and Tribal governments that do not provide required information—and in the case of a local government, the required certification—by 11:59 p.m. EDT on April 17, 2020, may not receive any payment from the Fund.

- [Data sources and the distribution methodology for units of local government.](#)
- [Listing of eligible units of local government.](#)
- [Eligible Units: Submission Required for Receipt of Coronavirus Relief Fund Payments.](#)

Please Note: the online application form is compatible with the following Web browsers:

Internet Explorer 10+, Chrome 80.0+, Safari 13.1+. Firefox 74.0+.

**Commissioners Court - Regular Session****13.****Meeting Date:** 04/21/2020

Ratification PO for hand sanitizer from Fire Oaks Distillery

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on ratifying the purchase of 120 gallons of hand sanitizer from Fire Oak Distillery in the amount of \$5,400 to support the operations of the Williamson County Emergency Services Operations Center, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).

**Background**

This item is pertaining to the Coronavirus Disease 2019 (COVID-19). Due to supplies going out of stock quickly, this order had to be placed immediately so shipment of the product could be guaranteed. This purchase was made on March 25, before it was ordered that all COVID-19 related purchases be approved in Commissioners Court before the orders could be placed. Funding source: 01.0100.0409.004987.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

invoice

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 04/16/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

04/16/2020 09:53 AM

04/16/2020 10:36 AM

Started On: 04/15/2020 04:31 PM

Fire Oak Distillery

4600 County Road 207  
Liberty Hill, TX 78642

# Invoice

Date	Invoice #
3/25/2020	1114

Bill To
Williamson County Auditor's Office ATTN: Accounts Payable 710 Main Street, Suite 301 Georgetown, TX 78626

Ship To

P.O. Number	Terms	Rep	F.O.B.	Ship
032320	Due on receipt	GE	FOD	3/25/2020

Quantity	Item Code	Description	Price Each	Amount
120	Sanitizer	Sanitizer, quantity in wine gallons, 80abv denatured ethanol	45.00	5,400.00

We sure do appreciate you!  
Cheers!

**Total**

\$5,400.00

**Commissioners Court - Regular Session****14.****Meeting Date:** 04/21/2020

Cancellation of Refrigerated Trailers

**Submitted For:** Randy Barker**Submitted By:** Thomas Skiles,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the cancellation of three (3) refrigerated trailer rentals from Thermal Trek, Inc. effective April 16, 2020 and authorizing execution of the termination notice.

**Background**

This rental agreement was for five (5) refrigerated trailers located at the COR site to support ESOC operations during the COVID-19 crisis. Two (2) refrigerated trailers are being retained at this time.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Termination Notice

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 04/16/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

04/16/2020 09:34 AM

04/16/2020 10:09 AM

Started On: 04/15/2020 07:38 AM



**OFFICE OF WILLIAMSON  
COUNTY JUDGE**

710 MAIN STREET, SUITE 200  
GEORGETOWN, TEXAS 78626  
(512) 943-1550 PHONE ♦ (512) 943-1662 FAX

**April 14, 2020**

**Via electronic mail: [waynef@fmtaustin.com](mailto:waynef@fmtaustin.com)**

Thermal Trek, Inc.  
1806 Hydro Drive  
Austin, Texas 78728

***In re: Notice of Rental Contract Fulfillment & Cancellation for Future  
Rentals by Williamson County on 3 of 5 Refrigerated Trailers***

To Whom It May Concern:

As you are aware, Williamson County is currently in a rental contract for five (5) refrigerated trailers with your company as referenced above. The Williamson County Commissioners Court has approved cancelling future rental of three (3) of the five (5) units ***effective April 16, 2020*** (note: all three (3) units are electric power and include unit numbers

RCU50-5437;  
RCU51-3954; and  
RCU54-4069)

Please also note that the units are being returned to original area for transport pickup by the end of the business on April 16th.

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties as to three (3) units, and such termination will be effective on April 16, 2020.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

---

**Hon. Bill Gravell**  
**Williamson County Judge**

cc: Williamson County Auditor's Office

BG/me



**Commissioners Court - Regular Session****15.****Meeting Date:** 04/21/2020

Approving County Addendum for Trailer Racks - Cherco

**Submitted For:** Randy Barker**Submitted By:** Thomas Skiles,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the County Addendum for Cherco for construction and installation of custom-built racks in the amount of \$11,300.00, to support COVID-19 operations, and exempting this purchase/lease from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(2) and authorizing execution of the addendum.

**Background**

This addendum is for the purchase of custom-built racks for the refrigerated trailers located at the COR site to support ESOC operations. Funding source 01.0100.0409.004987.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Addendum

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 04/16/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

04/16/2020 10:01 AM

04/16/2020 10:39 AM

Started On: 04/15/2020 08:21 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM  
FOR PURCHASE OF  
GOODS AND SERVICES  
DURING COVID-19 OPERATIONS  
(Federal Emergency Management  
Agency "FEMA" Requirements)**

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**Important Notice:** County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Cherco (hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Incorporated Documents:** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Vendor Quotes dated 4/10/2020;
- B. Williamson County Agreement Addendum; and
- C. Any necessary insurance certificates (if applicable).

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

## II.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

## III.

**Compliance with All Laws:** Vendor agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

## IV.

**Good Faith:** Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

## V.

**Relationship of the Parties:** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

## VI.

**Texas Law Applicable to Indemnification and Limitation of Liability:** All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

## VII.

**Payment:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

## VIII.

**Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.**

## IX.

**Right to Audit:** Vendor agrees that Customer 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 Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

## X.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

## XI.

**Venue and Governing Law:** Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

## XII.

**No Assignment:** This agreement may not be assigned by either party without prior written consent.

**ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:**

**XIII.**

**Clean Air Act and The Federal Water Pollution Control Act Compliance:**

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**XIV.**

**Suspension and Debarment:** (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**XV.**

**Recovered Materials:** (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## XVI.

**Access to Records:** The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## XVII.

**Use of DHS Seals and Related Items:** The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## XVIII.

**Compliance with Federal Law and FEMA Rules:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement.

The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**XIX.**

**Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended):**

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**XX.**

**No Federal Government Obligations:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

**XXI.**

**False Claims Act Compliance and Program Fraud Prevention:** The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

**XXII.**


**County Judge or Presiding Officer Authorized to Sign Agreement:** The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Vendor:

\_\_\_\_\_  
Authorized Signature  
Date: \_\_\_\_\_, 2020

  
\_\_\_\_\_  
Authorized Signature  
Date: Apr 9, 2020, 2020

# Cherco

15609 Ranch Rd 620  
Austin, Texas 78717  
Phone 512-567-5321

DATE:

4/10/2020

Willaimson County

	AMOUNT
20 Metal Rack Fabrication and Paint	\$7,000.00
4 inch feet installed	\$500.00
60 Shelves Constructed	\$3,400.00
2 days install	\$400.00
Let me know when the check will be made so I can come recieve the check to pay my vendors	
Total Due	\$11,300.00

Make all checks payable to Cherco  
If you have any questions concerning this invoice, please contact us.



**Commissioners Court - Regular Session****16.****Meeting Date:** 04/21/2020

Cancellation of RV Rental

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the cancellation of eight (8) RV rentals from Woody RV, LLC effective May 02, 2020 and authorizing execution of cancellation notice.

**Background**

This rental agreement was for the housing of ESOC staff during the COVID-19 crisis. The original agreement term was for 60 days with the option to cancel after 30 days.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

cancellation letter

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 04/16/2020

**Reviewed By**

Randy Barker

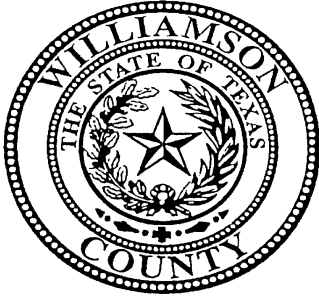
Andrea Schiele

**Date**

04/16/2020 09:32 AM

04/16/2020 10:01 AM

Started On: 04/14/2020 01:47 PM



**OFFICE OF WILLIAMSON  
COUNTY JUDGE**

710 MAIN STREET, SUITE 200  
GEORGETOWN, TEXAS 78626  
(512) 943-1550 PHONE ♦ (512) 943-1662 FAX

**April 14, 2020**

**Via electronic mail: [accounting@woodyrvrentals.com](mailto:accounting@woodyrvrentals.com)**

Woody RV Rentals  
1751 County Road 107  
Hutto, TX 78634

***In re: Notice of Rental Contract Fulfillment & Cancellation for Future  
Rentals by Williamson County (Invoice 2792)***

To Whom It May Concern:

As you are aware, Williamson County is currently in a rental contract for eight (8) RV trailers with your company as referenced above. The Williamson County Commissioners Court has approved fulfilling the initial one (1) month term and cancelling future rentals ***effective May 2, 2020.***

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective on May 2, 2020 upon fulfilment of the initial 30-day term. We ask that the deposit of \$2,500.00 be made out to "Williamson County" and returned as soon as possible to the following address:

Williamson County Auditor's Office  
Attn: Julie Kiley, First Assistant Auditor  
710 Main St.  
Georgetown, TX 78626

Thank you for your prompt attention and assistance in this regard.

Sincerely,

---

**Hon. Bill Gravell**  
**Williamson County Judge**

cc: Williamson County Auditor's Office

BG/me

**Commissioners Court - Regular Session****17.****Meeting Date:** 04/21/2020

Enviro Safe ratification

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on ratifying the purchase of Tyvek Coveralls between Williamson County and Envirosafety in the amount of \$31,182.00 to support the operations of Williamson County Emergency Services, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).

**Background**

This item is pertaining to the Coronavirus Disease 2019 (COVID-19). Due to supplies going out of stock quickly, a signature was required prior to Commissioners Court approval for this to be purchased immediately. This purchase was made on March 25, prior to direction that all COVID-19 related purchases be approved in Commissioners Court before orders are placed. Terri King is the point of contact and Funding Source is 01.0100.0409.004987 COVID -19.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

executed quote

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 04/16/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

04/16/2020 09:27 AM

04/16/2020 09:28 AM

Started On: 04/14/2020 10:34 AM



8248 West Doe Avenue  
Visalia, California 93291

## QUOTE 10157

Customer No: 544710  
Prepared For: William County EMS  
Prepared By: James Guerrero  
Prepared By Email:  
jguerrero@guardiansafetyholdings.com  
Customer PO:

**Bill To:**

William County EMS  
3189 SE Inner Loop  
Georgetown, TX 78626

**Ship To:**

William County EMS  
3189 SE Inner Loop  
Georgetown, TX 78626

Item	Description	Quantity	UOM	Price	Ext Price
DUPTY120SWHMD00	Tyvek Coverall w/Zipper, Plain-Medium	500	EA	\$3.94	\$1,970.00
DUPTY120SWH2X00	Tyvek Coverall w/Zipper, Plain-2X	1,200	EA	\$4.18	\$5,016.00
DUPTY120SWHLG00	Tyvek Coverall w/Zipper, Plain-Large	3,000	EA	\$3.94	\$11,820.00
DUPTY120SWH3X00	Tyvek Coverall w/Zipper, Plain-3X	2,800	EA	\$4.42	\$12,376.00

Subtotal: \$31,182.00

Tax: \$0.00

Shipping: \$0.00

Total: \$31,182.00

*This quote is valid until 04/24/2020 and was provided to you by James Guerrero. Credit Card Only are the agreed upon terms for this quote. If paying by check, please make sure that your check has been made out to Enviro Safety Products. In the event that your account becomes overdue, your account will be subject to a service charge of 1.5% per month. To accept this quotation, this form must be signed and returned by an authorized purchaser to James Guerrero.*

Printed Name: Judge Bill Gravell

Signature: Judge Bill Gravell  
Signature: Judge Bill Gravell (Mar 25, 2020)

We take pride in offering a wide variety of high quality safety products at the lowest possible price. Our product selection is rigorously expanding, promoting the latest in protection technology for all your safety needs. Regardless of the type of environment you intend to secure, have it be OSHA, ANSI, DOT, or HFWA regulated, we have the products and product knowledge for you.

# RESOURCE REQUEST MESSAGE (ICS 213 RR)

1. Incident Name: <b>COVID-19</b>		2. Date/Time <b>3/25/2020</b>		3. Resource Request Number:																																																																							
4. Order (Use additional forms when requesting different resource sources of supply.): <table border="1"> <thead> <tr> <th>Qty.</th> <th>Kind</th> <th>Type</th> <th>Detailed Item Description: (Vital characteristics, brand, specs, experience, size, etc.)</th> <th>Arrival Date and Time Requested</th> <th>Estimated</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>6500</td> <td></td> <td></td> <td>Tyvek Coveralls</td> <td>3/25/2020</td> <td>3/31/2020</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>Medium 500 c @ \$ 3.94 each</td> <td></td> <td></td> <td>1970.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Large 3000 c @ \$ 3.94 each</td> <td></td> <td></td> <td>11820.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td>2XL 1200 c @ \$ 4.18 each</td> <td></td> <td></td> <td>5016.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td>3XL 2800 c @ \$ 4.42</td> <td></td> <td></td> <td>12376.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>31182.00</td> </tr> </tbody> </table>						Qty.	Kind	Type	Detailed Item Description: (Vital characteristics, brand, specs, experience, size, etc.)	Arrival Date and Time Requested	Estimated	Cost	6500			Tyvek Coveralls	3/25/2020	3/31/2020					Medium 500 c @ \$ 3.94 each			1970.00				Large 3000 c @ \$ 3.94 each			11820.00				2XL 1200 c @ \$ 4.18 each			5016.00				3XL 2800 c @ \$ 4.42			12376.00																												31182.00
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			3XL 2800 c @ \$ 4.42			12376.00																																																																					
						31182.00																																																																					
5. Requested Delivery/Reporting Location: <b>EMS Warehouse 3189 SE Inner Loop Georgetown, TX 78626</b>																																																																											
6. Suitable Substitutes and/or Suggested Sources: <b>None</b>																																																																											
7. Requested by Name/Position: <b>Terri King Division Commander</b>		8. Priority: <input checked="" type="checkbox"/> Urgent <input type="checkbox"/> Routine <input type="checkbox"/> Low		9. Section Chief Approval: <b>Plans</b>																																																																							
10. Logistics Order Number:		11. Supplier Phone/Fax/Email: <b>661-600-9384</b>																																																																									
12. Name of Supplier/POC: <b>Guardian Safety and Supply / James Guerrero</b>																																																																											
13. Notes:																																																																											
14. Approval Signature of Auth Logistics Rep:				15. Date/Time:																																																																							
16. Order placed by (check box): <input type="checkbox"/> SPUL <input type="checkbox"/> PROC																																																																											
17. Reply/Comments from Finance:																																																																											
18. Finance Section Signature:				19. Date/Time:																																																																							









# Guardian Quote EMS Order

Final Audit Report

2020-03-25

Created:	2020-03-25
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdmWX-IJ8Nux9u4T7ZNI-L7oitvcnb7cg

## "Guardian Quote EMS Order" History

-  Document created by Thomas Skiles (blake.skiles@wilco.org)  
2020-03-25 - 9:23:57 PM GMT- IP address: 66.76.4.65
-  Document emailed to aschiele@wilco.org for delegation  
2020-03-25 - 9:24:31 PM GMT
-  Email viewed by aschiele@wilco.org  
2020-03-25 - 9:29:01 PM GMT- IP address: 173.219.39.210
-  Document signing delegated to Judge Bill Gravell (bgravell@wilco.org) by aschiele@wilco.org  
2020-03-25 - 9:30:09 PM GMT- IP address: 173.219.39.210
-  Document emailed to Judge Bill Gravell (bgravell@wilco.org) for signature  
2020-03-25 - 9:30:09 PM GMT
-  Email viewed by Judge Bill Gravell (bgravell@wilco.org)  
2020-03-25 - 9:30:25 PM GMT- IP address: 173.219.39.210
-  Document e-signed by Judge Bill Gravell (bgravell@wilco.org)  
Signature Date: 2020-03-25 - 9:31:00 PM GMT - Time Source: server- IP address: 173.219.39.210
-  Signed document emailed to Judge Bill Gravell (bgravell@wilco.org), aschiele@wilco.org, Johnny Grimaldo (johnny.grimaldo@wilco.org), and Thomas Skiles (blake.skiles@wilco.org)  
2020-03-25 - 9:31:00 PM GMT



Adobe Sign

**Commissioners Court - Regular Session****18.****Meeting Date:** 04/21/2020

Participation in regional habitat conservation plan for a WCRBP project - O'Connor signals

**Submitted For:** Gary Boyd**Submitted By:** Gary Boyd, Parks**Department:** Parks**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's habitat conservation plan (HCP) for a signal installation project related to O'Connor Drive.

**Background**

This project encompasses traffic signal installations affecting approximately 280 feet of excavation disturbance covering an area of approximately 0.9 acre. Signals will be installed at the following locations: O'Connor at Morgan Hill Trail; O'Connor at Great Oaks Drive; and O'Connor at Liberty Walk.

Staff recommends the following action: Authorize County Judge (or designee) to acknowledge/sign the Determination Letter to enroll the project under the Williamson County Regional Habitat Conservation Plan, and to execute, when presented, the Participation Agreement for this project, WCCF File 20200128, and to sign any related documents as may be required.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Determination Letter - SIGNED - O'Connor signals

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 04/08/2020

**Reviewed By**

Andrea Schiele

**Date**

04/08/2020 09:29 AM

Started On: 04/06/2020 03:48 PM





Also by electronic mail to Christen Eschberger at [ceschberger@hntb.com](mailto:ceschberger@hntb.com)

Board of Directors  
As of October, 2018

Pct. 3 Commissioner  
Valerie Covey,  
Board President  
Williamson County, TX

Pct. 2 Commissioner  
Cynthia Long  
Board Vice-president  
Williamson County, TX

Brent A. Baker  
Studio/16:19  
Round Rock, TX

Paul Barron  
Cedar Park, TX

John Copelan  
Georgetown, TX

Doug Fell  
Hutto, TX

Lyle Grimes  
Cedar Park, TX

Gary Boyd  
Director, Environ. Prog.  
Sec. to the Board

Williamson County  
Conservation Foundation  
c/o Parks and Recreation  
219 Perry Mayfield  
Leander, TX 78641  
512/943-1921

April 7, 2020

Williamson County Road Bond Program  
c/o Honorable Bill Gravel, Jr., County Judge  
710 Main Street, Suite 101  
Georgetown, TX 78626

**Re:** A project area encompassing traffic signal installations at intersections of O'Connor and Liberty Walk, O'Connor at Great Oaks Drive, and O'Connor at Morgan Hill Trail, with disturbance area/excavation totaling approximately 280 feet and a total disturbance area of approximately 0.9 acre; file number is WCCF 20200406.

Dear Judge Gravel:

The following determination of fees relates to the referenced project as a condition of participation under the Williamson County Regional Habitat Conservation Plan (RHCP). A review of the proposed project has been conducted in accordance with the RHCP and is based on supporting documents from the application Environmental Due Diligence Documentation. Accordingly, the Williamson County Conservation Foundation makes the following determination as to this application:

1. The enrollment fee for participation for the referenced project will be \$100.00 (One Hundred and No Hundredths Dollars). This fee is calculated using the acreage in the Edwards Limestone geological karst zone, which totals approximately 0.9 acre (0.9 acres x \$100/acre rounded up to the nearest acre= \$100.00).
2. Please notify this office as soon as possible – by email to [wccf@wilco.org](mailto:wccf@wilco.org) or by fax to 512-943-1931 – of agreement to these participation terms.
3. A Participation Agreement based on the terms outlined in this Letter will be delivered to the Williamson County Commissioners Court for execution upon receipt of the participation fee.
4. A portion of the Participation Agreement (“Memorandum of Participation”) is to be filed in the deed records of Williamson County. Please return a signed copy of the Participation Agreement to us. If you wish the WCCF to handle filing and to bill you for the associated fee, please indicate in the space at the bottom of this letter. Otherwise, please contact this office for filing instructions.

Subsequent to WCCF's receipt of the original recorded copy, this office will 1) provide a copy for your file, and, upon request, 2) prepare and mail a participation certificate. Although the certificate is not an official document, it may be posted at the project site as notification to interested parties of participation in the Williamson County RHCP.

**Should you have any questions about this letter, please contact WCCF.**

**Sincerely,**



**Gary D. Boyd**

**Director, Environmental Programs**

**Williamson County Conservation Foundation**

~~~~~

**Agreed as to both form and substance:**

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

~~~~~

**Note:**

**If you wish the WCCF to handle document filing with the Williamson County Clerk and bill you for the filing fee, please initial and date here:** \_\_\_\_\_

**Commissioners Court - Regular Session****19.****Meeting Date:** 04/21/2020

Approving Supplemental No 4 to Design Workshop Agreement RRCP

**Submitted For:** Randy Barker**Submitted By:** Thomas Skiles,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Supplemental Agreement No. 4 for landscape architectural services between Williamson County and Design Workshop Inc., for Additional Construction Observation Services at the River Ranch Park, in the not-to-exceed amount of \$33,895.00, and authorizing execution of the agreement. Funding Source is P315 and P465.

**Background**

This supplemental agreement is for additional construction observation services to be performed by Design Workshop's sub-consultants as a result of the extended construction schedule on the River Ranch County Park Project. Specific services are outlined in the attached agreement. Department point of contact is Russell Fishbeck. This expenditure will be charged to P315 River Ranch County Park and P465 River Ranch Interpretive Center.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Agreement

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 04/16/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

04/16/2020 09:50 AM

04/16/2020 10:35 AM

Started On: 04/15/2020 08:17 AM

**SUPPLEMENTAL AGREEMENT NO. 4**  
**TO**  
**AGREEMENT FOR**  
**LANDSCAPE ARCHITECTURAL**  
**PHASE II SERVICES**

**WILLIAMSON COUNTY RIVER RANCH COUNTY PARK PROJECT**  
**(“Project”)**

This Supplemental Agreement No. 4 to Agreement for Landscape Architectural Phase II Services (“Supplemental Agreement No. 4”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Design Workshop, Inc. (the “LA”).

**RECITALS**

**WHEREAS**, County intends to improve the Williamson County River Ranch County Park, hereinafter called the “Project;”

**WHEREAS**, County and LA previously executed an Agreement for Landscape Architectural Services dated effective July 16, 2015 (the “Phase I Services Agreement”); and under the Phase I Services Agreement, LA performed and has completed Programming and Master Plan refinement, and Schematic Design services (collectively referred to as “Phase I Services”);

**WHEREAS**, County and LA thereafter executed Agreement for Landscape Architectural Phase II Services, being dated effective August 3, 2016, (the “Phase II Services Agreement”) whereby LA agreed to provide Design Development Services, Construction Document Services, Bidding or Negotiation Services and Construction Observation Services, Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services for the Project (collectively referred to herein as “Phase II Services”);

**WHEREAS**, pursuant to Article 4 of the Phase II Services Agreement, County and LA thereafter executed Supplemental Agreement Nos. 1, 2 and 3 in order to add Additional Services that were outside of the LA’s Phase II Services, as described in the Phase II Services Agreement;

**WHEREAS**, pursuant to Article 4 of the Phase II Services Agreement, the County now wishes to extend the Construction Observations services to be provided by LA due to the duration of construction by the construction contractor being longer than originally expected and anticipated by LA; and due to the additional time associated with underground electrical design and construction modifications;

**WHEREAS**, pursuant to Article 4 of the Phase II Services Agreement, this Supplemental

Agreement No. 4 provides a description of the scope of Additional Services that have become necessary, as well as the Additional Services compensation for LA's Additional Services;

**WHEREAS**, this Supplemental Agreement No. 4 shall serve as a written agreement and authorization for LA to proceed with the Additional Services described herein; and

**WHEREAS**, it has become necessary to supplement, modify and amend the Phase II Services Agreement in accordance with terms and conditions thereof.

## **AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and the LA agree that the Phase II Services Agreement is supplemented, amended and modified as follows:

### **I. Scope of Additional Services**

The following additional services includes an extension of construction observation services to be performed by LA's subconsultants, which is only primarily for architecture services with extended CO services for civil and structural, and does not include any necessary additional services for LA at this time (the "Additional Services"):

#### **A. River Ranch County Park (RRCP) Construction Schedule Extension**

Extended construction observation and architect services for RRCP due to extension of construction schedule. This item expands the contracted scope of services to include additional Construction Observation services. According to the prime agreement Exhibit C, signed August 03, 2016, the construction observation duration was to be completed in a maximum of 40 weeks with construction related activities lasting no more than 12 months. The construction contract began on November 09, 2018 with a substantial completion date of November 09, 2019. The current contractual substantial completion date has extended from November 09, 2019 to July 08, 2020 with a final completion date of August 08, 2020.

LA shall provide additional construction observation and architect services as defined in Agreement for Landscape Architectural Phase II Services, signed August 3, 2016, in relation to the RRCP through the anticipated construction final completion date of August 08, 2020. During such time, LA shall provide up to 10 additional site visits for construction observation, excluding multiple or partial substantial completion reviews, or any combination thereof.

#### **B. River Ranch Interpretative Center (RRIC) Construction Observation Services for Duration Not Within Contract**

Extended construction observation and architect services for RRIC due to construction of

RRIC not overlapping with RRCP in its entirety per general conditions and the RRIC additional services agreement. Current RRIC schedule: anticipated substantial completion date is September 3, 2020 and final completion is October 3, 2020 per the construction contractor's provided schedule and contract.

LA shall provide additional construction observation and architect services in relation to the RRIC through the anticipated construction final completion date of September 03, 2020. This item extends the LA services through September 03, 2020, but do not increase the contracted scope of services.

#### **C. RRCP Substantial and Final Reviews, Additional Site visits, and Field Reports**

LA shall provide additional site visits, field reports, multiple or partial substantial completion reviews, or any combination thereof, and final completion acceptance walks such that the total number of visits shall not exceed eight (8) additional visits and field reports. One (1) site visit shall consist of no more than 2-persons for four (4) hours.

### **II. Additional Services Fee**

In accordance with Article 11 of the Phase II Services Agreement, LA will provide the Additional Services described herein for the additional lump sum fee of **\$33,895.00**, which is allocated as follows:

<b>Additional Construction Observation for RRCP:</b>	<b>\$ 24,685.00</b>
<b>Additional Construction Observation for RRIC:</b>	<b>\$ 1,210.00</b>
<b>Substantial and Final Reviews:</b>	<b>\$ 8,000.00</b>

### **III. Schedule**

LA will perform the Additional Services while providing the Phase II Services and the parties will mutually agree to a minor adjustment of the LA's schedule, as necessary.

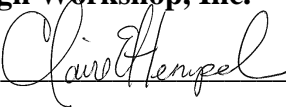
### **IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 4**

All Additional Services described herein will be performed in accordance with the terms and conditions of the Phase II Services Agreement. All other terms of the Phase II Services Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

V. **IN WITNESS WHEREOF**, the County and the LA have executed this Supplemental Agreement No. 4, in duplicate, to be effective as of the date of the last party's execution below.

**LA:**

**Design Workshop, Inc.**

By: 

Printed Name: Claire Hempel

Title: Principal

Date: April 14, 2020

**COUNTY:**

**Williamson County, Texas**

By: \_\_\_\_\_  
Bill Gravell, Jr.,  
County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**Commissioners Court - Regular Session****20.****Meeting Date:** 04/21/2020

Sheriff's Office Range Lead Remediation

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the agreement between TMC Shooting Range Specialists and Williamson County for range lead remediation services in the amount of \$15,900, and authorizing execution of the agreement.

**Background**

This agreement will support the operations of the Williamson County Sheriff's Office Firing Range. The Sheriff's Office obtained 3 quotes for the service. TMC Shooting Range Specialists will provide lead remediation services of spent ammunition from two rubber media containment areas from the outdoor shooting-range. TMC personnel will be in compliance with EPA, DPHS and OSHA regulations. The attached agreement provides a more detailed explanation of the remediation service. This is a budgeted expense as it is part of regular range maintenance. This expenditure will be charged to 01.0100.0560.4511. Department contact is Chief Tim Ryle.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Agreement

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 04/16/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

04/16/2020 09:29 AM

04/16/2020 09:33 AM

Started On: 04/13/2020 01:16 PM





## **AGREEMENT/PROPOSAL**

### **Lead remediation of bullet containment areas**

This Agreement/Proposal is made and entered into this 8th, day of April 2020 by TMC Shooting Range Specialists Inc. 27008 Cerro Verde Ave, Valencia, CA 91355-4977 ("TMC"), and Williamson County Sheriff's Department, collectively the "Parties," For the remediation of spent ammunition from Two rubber media containment areas from outdoor shooting ranges, located at 3901 CR130, Hutto, TX.

The Parties agree as follows:

1. Firing range(s) will need to be shut down for a minimum of (3) Three days each range for the completion of the below described work, at no time will any employee, agent, officer, or County official will be permitted to enter work site or be present unless cleared by a designated official employed by TMC Shooting Range Specialist Inc.
2. TMC employees will be "Lead Awareness" trained and equipped with all necessary personal protective equipment (i.e. P-100 HEPA filtered respirators half face/full face, "Tyvek" coveralls or similar, back support braces, gloves, eye protection, etc.)
3. The Williamson County Sheriff's Department will provide access for all equipment, a designated area for repairs and 110v power source, water access and an area to store all barrels / containers that will be filled with lead projectiles (spent ammunition) removed from backstop, they will be stored until completion of job. All lead projectiles (spent bullets) will be retained TMC.
4. TMC will remediate spent ammunition (lead projectiles) from outdoor shooting ranges and will clean target system areas of any debris at the Williamson County Sheriff's Department outdoor Range. TMC personnel will be in compliance and in accordance with EPA, DPHS, OSHA, Title 8 1532.1/Title 8 5198 regulations; lead will be remediated from bullet containment area using our (TTU) equipment. Transportable Treatment Unit. Approved by (DTSAC) Department of Toxic Substance and Control. From indoor and outdoor shooting ranges. This equipment separates the lead bullets from rubber media. The clean rubber media will be placed back on containment area leveled to range specifications and if

applicable we will fill the hopper baffles.

5. TMC will clean all hard surfaces, upon completion of workday, as well as work area, as needed using proper equipment (i.e. - HEPA Vacuum, mops, water and cleansing agents.)
6. All spent ammunition recovered from bullet containment area will be placed in containers provided by TMC and shipped from your facility by trucking company or a truck from TMC .in a timely manner. Upon total weight of all material removed a “Bill of lading” will be available to your department for your records.
7. Upon completion of all work, TMC will decontaminate tools and equipment used on the job site to prevent any possible “cross contamination.”
8. Contacts for this project TMC Jose Torres Sr (661) 510-3360 cell (661) 510-5894 Jr Job Supervisor (661) 257-0179 Fax e-mail [tmcranges@yahoo.com](mailto:tmcranges@yahoo.com) web site [www.tmcranges.com](http://www.tmcranges.com)
9. The cost to complete the above described work is \$15,900.00 Fifteen Thousand Nine Hundred dollars and no/100 all lead recovered will be retained by TMC.

Additional conditions: All work is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices and in accordance with all applicable federal, state and local laws, regulations and ordinances. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders by a Williamson County Sheriff’s Department authorized agent and will become an extra charge over and above the above scope of work subject to budgeted and appropriated funds. Any substantial defect in workmanship will be remedied without cost to The Williamson County Sheriff’s Department. TMC will not be held liable for pre-existing conditions at the Williamson County Sheriff’s Department facility, including but not limited to existing contamination on surrounding areas, migration of contaminated dust from windy conditions during normal use, bounce backs, flood, wind, negligent use of bullet containment area, or lack of routine maintenance. TMC shall be responsible for such material, workmanship and equipment only as are under TMC’s direct control.

10. Any party hereto may cancel this contract upon deliverance of at least thirty (30) days in advance written notice. In addition, at least fifteen (15) days in advance of any notice by The Williamson County Sheriffs Department of its intent to cancel, the contractor must be given a written list of any and all specific job deficiencies which contractor must be allowed to correct within a reasonable specified time before cancellation of this contract. In the event of a properly executed contract cancellation as above prescribed, all unpaid monies for services rendered become immediately due and payable to contractor.

11. Additional Provisions:

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
- No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal

year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday

12. This Agreement shall be effective on the date written below.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

By:   
Jose C. Torres, Owner/President  
TMC Shooting Range Specialists Inc.

Date: 04/09/2020

By: \_\_\_\_\_  
The Williamson County Sheriff's Department  
Designated Officials Signature

Date: \_\_\_\_\_

**Commissioners Court - Regular Session****21.****Meeting Date:** 04/21/2020

Expo Pavilion P474 - Prime Construction Change Order No. 2

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Exposition Center Pavilion Project (P-474); Change Order #02 for Prime Construction in the amount of \$12,821.89 to approve funding from within the existing contract for 5 yard hydrants.

**Background**

This change order is to provide taps and service line to supply five (5) yard hydrants. There is no time extension expected. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Prime Construction Change Order #2

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 04/13/2020

**Reviewed By**

Andrea Schiele

**Date**

04/13/2020 09:46 AM

Started On: 04/09/2020 11:33 AM



# PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM

20907 Martin Ln Pflugerville, TX 78660

(office) 512.244.7799 (fax) 512.990.9886

## CHANGE ORDER NO. 2

### Project: Williamson County Exposition Center Pavilion

This Change Order includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) and Williamson County (Owner):

#### SCOPE:

Furnish and install all materials, tools, and labor required for the following scopes of work:

1. Provide taps and service line to supply five (5) yard hydrants. (Change Event #19) \$12,821.89
  - a. Includes separate taps and backflow preventers for each yard hydrant
  - b. Includes trench excavation and backfill, service lines and associated fittings.

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated. This change order will become effective, in whole, with signatures from parties noted below.

Change Order : \$ 12,821.89

#### Williamson County

Dale Butler 4.9.2020

Signature / Date

Dale Butler

Printed Name

#### Prime Construction Company Inc.

Gregg Matucha 4/8/2020

Signature / Date

GREGG MATUCHA

Printed Name

#### Populous

John P. Fickel 4.09.2020

Signature / Date

John P. Fickel

Printed Name

**Commissioners Court - Regular Session****22.****Meeting Date:** 04/21/2020

Expo Pavilion P474 - Prime Construction Change Order No. 3

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on accepting and approving a report on the Williamson County Exposition Center Pavilion Project (P-474); Prime Change Order #04 in the amount of \$0.00 (Time Extension Only)

**Background**

This change order is to provide project completion time extension related to Weather Delays of 39 days.. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with general authority to approve change orders in relation to any Williamson County construction project pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Prime Change Order #3

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 04/15/2020

**Reviewed By**

Andrea Schiele

**Date**

04/15/2020 08:34 AM

Started On: 04/14/2020 02:31 PM



## PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM

20907 Martin Ln Pflugerville, TX 78660

(office) 512.244.7799 (fax) 512.990.9886

### CHANGE ORDER NO. 3

#### Project: Williamson County Exposition Center Pavilion

This Change Order includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) and Williamson County (Owner):

#### SCOPE:

Furnish and install all materials, tools, and labor required for the following scopes of work:

1. Fire Suppression System – change from Wet \$27,234.07  
to Dry System (Change Event #18)
  - a. Includes re-design, Engineering and Shop Drawings, pump and supply lines
  - b. Add air compressor, accelerator & 2 outlets

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated. This change order will become effective, in whole, with signatures from parties noted below.

Change Order : \$ 27,234.07

#### Williamson County

Dale Butler 4.9.2020  
Signature / Date

Dale Butler  
Printed Name

#### Prime Construction Company Inc.

Gregg Matocina 4/8/2020  
Signature / Date

GREGG MATOCINA  
Printed Name

#### Populous

John P. Fickel 4.9.2020  
Signature / Date

John P. Fickel  
Printed Name



**Commissioners Court - Regular Session****23.****Meeting Date:** 04/21/2020

Brushy Creek Regional Trail - Phase V (P419) Chasco Change Order No. 4

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Brushy Creek Regional Trail – Phase V Project (P-419); Change Order #04 in the amount of \$23,583.56 to approve funding from within the existing contract for Civil Sitework changes, which was executed by Tom Stanfield, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order results in an overall credit to Project.

**Background**

This change order was to provide quantity adjustments to Reinforced Concrete Drill Shaft (Bridge Piers) Unit Price Pay Application to match actual installed amounts. On October 30, 2018, the Williamson County Commissioners Court granted Tom Stanfield, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Chasco Construction, Ltd, LLP in relation to the Williamson County Brushy Creek Regional Trail – Phase V Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Chasco Change Order No. 4

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 04/16/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

04/15/2020 11:06 AM

04/16/2020 09:21 AM

Started On: 04/15/2020 10:09 AM

**CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 004**

1. CONTRACTOR: Chasco Constructors
2. Change Order Work Limits: Sta. STA 222+00 to Sta. STA 251+44
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

18IN Drill Shaft depths required to be deeper than indicated on bid and construction documents. Additional LF required verified by LG representative at unit price cost. See reference log attached, CP03.

CCSJ: 0914-05-191  
Project: Brushy Creek Trail  
Highway: n/a  
County: Williamson  
District: Georgetown Office  
Contract Number: \_\_\_\_\_

5. New or revised plan sheet(s) are attached and numbered: n/a

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.	The following information must be provided	
	Time Ext. #: <u>n/a</u>	Days added on this C.O.: <u>0</u>
	Amt. added by this change order: <u>\$23,583.56</u>	
	<b>For TxDOT use only:</b>	
	Days participating: _____	
	Amount participating: _____	
	Signature _____	Date _____
	Name/Title _____	

**RECOMMENDED FOR EXECUTION:**

Drew Carman, Project Manager

Name/Title \_\_\_\_\_ Date \_\_\_\_\_

CHARLES J. GLACE, PRESIDENT

Name/Title \_\_\_\_\_ Date \_\_\_\_\_

Heather McNeal, Project Engineer

Name/Title \_\_\_\_\_ Date \_\_\_\_\_

Name/Title \_\_\_\_\_ Date \_\_\_\_\_

Engineer's Seal:

DREW CARMAN 4/14/2020

Name/Title \_\_\_\_\_ Date \_\_\_\_\_

☒ APPROVED ☐ REQUEST APPROVAL

Charles J. Glace 4/14/2020

Name/Title \_\_\_\_\_ Date \_\_\_\_\_

☐ APPROVED ☐ REQUEST APPROVAL

Heather McNeal 4/4/20

Name/Title \_\_\_\_\_ Date \_\_\_\_\_

☒ APPROVED ☐ REQUEST APPROVAL

Name/Title \_\_\_\_\_ Date \_\_\_\_\_

☐ APPROVED

**APPROVED**

By Tom Stanfield at 9:10 am, Apr 15, 2020



BRUSHY CREEK REGIONAL TRAIL PH 5

CP 03 - PIER DEPTHS

4/8/2020

ITEM	SPEC	DESCRIPTION - ORIGINAL BID ITEMS	UNIT	UNIT PRICE	QTY	
416	6001	DRILL SHAFT (18 IN)	LF	\$91.00	259.16	\$23,583.56
						\$23,583.56

ADDITIONAL DAYS REQUESTED \*

THIS ESTIMATE IS BASED ON: ACTUAL PIER DEPTHS. REFERENCE ATTACHED LOG.

\*CO 2

# BCRT PH 5 - BOARDWALK PIER LOG

	WORKING POINT	PIER DEPTHS (FT)
BW 1	1	11
BW 1	2	10
BW 1	3	10
BW 1	4	10.2
BW 1	5	10.1
BW 1	6	10.1
BW 1	7	10
BW 1	8	9.75
BW 1	9	10
BW 1	10	10.2
BW 1	11	10.3
BW 1	12	10
BW 1	13	9.6
BW 1	14	10.3
BW 1	15	10
BW 1	16	10
BW 1	17	10.6
BW 1	18	9.1
BW 1	19	10.40
BW 1	20	9.6
BW 1	21	10.2
BW 1	22	10
BW 1	23	9.7
BW 1	24	9.6
BW 1	25	9.1
BW 1	26	9.8
BW 1	27	10
BW 1	28	10
BW 1	29	10
BW 1	30	9.9
BW 1	31	10.2
BW 1	32	10
BW 1	33	9.9
BW 1	34	9.5
BW 1	35	9.6
BW 1	36	10
BW 1	37	10
BW 1	38	10.3
BW 1	39	9
BW 1	40	9.6
BW 1	41	9.6
BW 1	42	9.5
BW 1	43	9.5
BW 1	44	7.2
BW 1	45	9

# BCRT PH 5 - BOARDWALK PIER LOG

	WORKING POINT	PIER DEPTHS (FT)
BW 1	46	—
BW 1	47	7
BW 1 Totals		449.45

BW 2	48	7.00
BW 2	49	—
BW 2	50	7.08
BW 2	51	7.00
BW 2	52	9.7
BW 2	53	7.4
BW 2	54	7.5
BW 2	55	7.83
BW 2	56	7.92
BW 2	57	7.4
BW 2	58	7.4
BW 2	59	7.8
BW 2	60	8
BW 2	61	7.5
BW 2	62	7.5
BW 2	63	8.16
BW 2	64	7.25
BW 2	65	9.5
BW 2	66	7.33
BW 2	67	7.5
BW 2	68	8.4
BW 2	69	7.33
BW 2	70	7.4
BW 2	71	7.33
BW 2	72	7.3
BW 2	73	7.3
BW 2	74	7.6
BW 2	75	7.1
BW 2	76	7.5
BW 2	77	9.42
BW 2	78	8.16
BW 2	79	9.58
BW 2	80	7.5
BW 2	81	9.42
BW 2	82	8.9
BW 2	83	9
BW 2	84	8.6
BW 2	85	8.1
BW 2	86	9.6
BW 2	87	9.3
BW 2	88	9.8

# BCRT PH 5 - BOARDWALK PIER LOG

	WORKING POINT	PIER DEPTHS (FT)
BW 2	89	9.6
BW 2	90	10
BW 2	91	10.3
BW 2	92	9.5
BW 2	93	10.3
BW 2	94	10
BW 2	95	9.7
BW 2	96	9.8
BW 2	97	9.8
BW 2	98	10.5
BW 2	99	10.3
BW 2	100	10
BW 2	101	9.8
BW 2	102	10.1
BW 2	103	9.7
<b>BW 2 Totals</b>		<b>470.81</b>

BW 3	104	9.6
BW 3	105	9.7
BW 3	106	10
BW 3	107	10
BW 3	108	10
BW 3	109	7.8
BW 3	110	7
BW 3	111	7
BW 3	112	7
BW 3	113	7
BW 3	114	7
BW 3	115	7
BW 3	116	7
BW 3	117	12
BW 3	118	11.4
BW 3	119	11.6
BW 3	120	11.4
BW 3	121	11.6
BW 3	122	11.5
BW 3	123	12
BW 3	124	10.6
BW 3	125	12
BW 3	126	7
BW 3	127	12.5
BW 3	128	7.7
BW 3	129	8.3
BW 3	130	8.1
BW 3	131	8.1

# BCRT PH 5 - BOARDWALK PIER LOG

	WORKING POINT	PIER DEPTHS (FT)
BW 3	132	8
BW 3	133	8.4
BW 3	134	8.5
BW 3	135	8.2
BW 3	136	7.6
BW 3	137	7
BW 3	138	7
BW 3	139	7
BW 3	140	7
BW 3	141	7
BW 3	142	7
BW 3	143	7
BW 3	144	10.7
BW 3	145	7.3
BW 3	146	11
BW 3	147	10.8
BW 3	148	10.7
BW 3	149	7
BW 3	150	11.6
BW 3	151	8.5
BW 3	152	9.6
BW 3	153	10.5
BW 3	154	10.6
BW 3	155	11
BW 3	156	9.3
BW 3	157	11.5
BW 3	158	11.6
BW 3	159	7
BW 3	160	11
BW 3	161	7
BW 3	162	7.6
BW 3 Totals		535.9

## SUMMARY

BOARDWALK 1	449.45
BOARDWALK 2	470.81
BOARDWALK 3	535.90
INSTALLED	1,456.16
INSTALLED	1,456.16
BID QTY	1,197.00
OVER/UNDER	259.16

**Commissioners Court - Regular Session****24.****Meeting Date:** 04/21/2020

Brushy Creek Regional Trail - Phase V (P419) Chasco Change Order No. 3

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Brushy Creek Regional Trail – Phase V Project (P-419); Change Order #03 in the amount of \$18,135.00 to approve funding from within the existing contract for Civil Sitework changes, which was executed by Tom Stanfield, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order results in an overall credit to Project.

**Background**

This change order was to provide quantity adjustments to Reinforced Concrete Slab (Bridge Deck) Unit Price Pay Application to match actual installed amounts. On October 30, 2018, the Williamson County Commissioners Court granted Tom Stanfield, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Chasco Construction, Ltd, LLP in relation to the Williamson County Brushy Creek Regional Trail – Phase V Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

BCRT Ph V Chasco Change Order No. 3

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 04/16/2020

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 09:27 AM

Started On: 04/15/2020 10:38 AM



**CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 003**

1. CONTRACTOR: Chasco Constructors

2. Change Order Work Limits: Sta. STA 225+10 to Sta. STA 226+30

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

Concrete decking quantity needed for bridge greater than QTY on bid form and construction documents. Field verified onsite conditions, adding 1,209.00 square feet at bid unit cost. Approved by LG. See attached CP02.

CCSJ: 0914-05-191  
Project: Brushy Creek Trail  
Highway: n/a  
County: Williamson  
District: Georgetown Office  
Contract Number: \_\_\_\_\_

5. New or revised plan sheet(s) are attached and numbered: n/a

Each signatory hereby warrants that each has the authority to execute this Change Order.

<small>By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.</small>		<b>The following information must be provided</b> Time Ext. #: <u>n/a</u> Days added on this C.O.: <u>0</u> Amt. added by this change order: <u>\$18,135.00</u>	
<b>THE CONTRACTOR</b> By _____ Typed/Printed Name _____ Typed/Printed Title _____		<b>For TxDOT use only:</b> Days participating: _____ Amount participating: _____ Signature _____ Date _____ Name/Title _____	

**RECOMMENDED FOR EXECUTION:**

Drew Carman, Project Manager

Name/Title \_\_\_\_\_ Date \_\_\_\_\_

DREW CARMAN 4/14/2020  
Name/Title \_\_\_\_\_ Date \_\_\_\_\_

☒ APPROVED ☐ REQUEST APPROVAL

CHARLES J. GLAKE, PRESIDENT

Name/Title \_\_\_\_\_ Date \_\_\_\_\_

Charles J. Glake President 4/14/2020  
Name/Title \_\_\_\_\_ Date \_\_\_\_\_

☐ APPROVED ☐ REQUEST APPROVAL

Heather McNeal, Project Engineer

Name/Title \_\_\_\_\_ Date \_\_\_\_\_

Heather McNeal 4/4/20  
Name/Title \_\_\_\_\_ Date \_\_\_\_\_

☒ APPROVED ☐ REQUEST APPROVAL

Name/Title \_\_\_\_\_ Date \_\_\_\_\_

Name/Title \_\_\_\_\_ Date \_\_\_\_\_

☐ APPROVED

Engineer's Seal:

**APPROVED**

By Tom Stanfield at 9:07 am, Apr 15, 2020



BRUSHY CREEK REGIONAL TRAIL PH 5

CP 02 BRIDGE DECK QTY

ITEM	SPEC	DESCRIPTION - ORIGINAL BID ITEMS	UNIT	UNIT PRICE	QTY	
422	6001	REINF CONC SLAB (SLAB)	SF	\$15.00	1,209.00	\$18,135.00
						\$18,135.00

THIS ESTIMATE IS BASED ON: RFI RESPONSE

**Commissioners Court - Regular Session****25.****Meeting Date:** 04/21/2020

Medic 11 Fugro Work Authorization #1

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No. 1 in the amount of \$4,995.00 under Williamson County Contract between Fugro Land USA and Williamson County dated February 25<sup>th</sup>, 2020 for materials testing at Medic 11 EMS Addition (P512)

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Fugro Work Authorization #1

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 04/16/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

04/16/2020 09:27 AM

04/16/2020 10:05 AM

Started On: 04/15/2020 05:22 PM

## **WORK AUTHORIZATION NO. 1**

### **PROJECT: Medic 11 EMS Addition**

This Work Authorization is made pursuant to the terms and conditions of the Agreement for Architectural and Engineering Services, being dated February 25, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Fugro USA Land, Inc.

Part 1. The A/E will provide the following Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$4,995.00

Part 3. Payment to the A/E for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on August 31<sup>st</sup>, 2020. The Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by A/E that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to A/E.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

A/E:

COUNTY:

Fugro USA Land, Inc.

Williamson County, Texas

By:



By:

Signature

Signature

Peter H. Bush, P.E.

Printed Name

Printed Name

Senior Vice President

Title

Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by A/E

Attachment C - Work Schedule

Attachment D - Fee Schedule

**Attachment A - Services to be Provided by County**

Williamson County will provide a Project Manager and any requested data that is in the County's control.

## **Attachment B - Services to be Provided by A/E**

### **Scope of Services**

Based upon the plans and specifications of the project, we present our proposed scope of services in the following paragraphs, consisting of providing Quality Control testing services. Our services will consist of:

- Earthwork Testing;
- Concrete Reinforcing Steel Observation;
- Concrete Testing; and
- Hot Mix Asphaltic Concrete Testing.

For placement and compaction of fill or backfill, we will provide a soil technician when requested to perform required field density tests. Laboratory tests will consist of Atterberg limit determinations, gradation analyses, and moisture density relationships.



### **Attachment C - Work Schedule**

A work schedule will be determined in the course of the project when sufficient information is available.

## Attachment D - Fee Schedule

### ATTACHMENT 1

Cost Estimate Construction Materials Testing Services

Williamson County Medic 11 EMS Addition 1801 E. Old Settlers Boulevard

Round Rock, Texas

Field Testing - Earthwork		Quantity	Unit	Unit Price	Extension	Subtotal
1.1	Technician	8	hour	\$48.00	\$384.00	
2.1	Transportation	3	each	\$65.00	\$195.00	
2.2	Nuclear Density Tests	10	each	\$19.00	\$190.00	
Subtotal						\$769.00
Laboratory Testing for Earthwork & Pavement Base		Quantity	Unit	Rate	Extension	Subtotal
3.2	Atterberg Limit Determinations	2	each	\$75.00	\$150.00	
3.3	Sieve Analysis	2	each	\$75.00	\$150.00	
3.6	Moisture Density Relationship	2	each	\$235.00	\$470.00	
Subtotal						\$770.00
Reinforcing Steel Verification		Quantity	Unit	Rate	Extension	Subtotal
1.1	Technician	10	hour	\$48.00	\$480.00	
2.1	Transportation	3	each	\$65.00	\$195.00	
Subtotal						\$675.00
Concrete Placement - Structural		Quantity	Unit	Rate	Extension	Subtotal
1.1	Technician	10	hour	\$48.00	\$480.00	
2.1	Transportation	3	each	\$65.00	\$195.00	
2.10	Air Content of Fresh Concrete	3	each	\$25.00	\$75.00	
4.6	Compressive Strength of Concrete	12	each	\$19.00	\$228.00	
Subtotal						\$978.00
Hot Mixed Asphaltic Concrete (HMAC)		Quantity	Unit	Rate	Extension	Subtotal
1.1	Technician (Bag Retrieval & Coring)	3	hour	\$48.00	\$144.00	
2.1	Transportation	1	each	\$65.00	\$65.00	
2.6	Asphalt Coring Equipment	2	hour	\$30.00	\$60.00	
Subtotal						\$269.00
Laboratory Testing for HMAC		Quantity	Unit	Rate	Extension	Subtotal
5.2	Molding Test Specimens, 3 per Set, Bulk Density & Stability	1	each	\$135.00	\$135.00	
5.3	Determine Maximum Theoretical Density, Bag	1	each	\$78.00	\$78.00	
5.6	Asphalt Content and Gradation, Extraction	1	each	\$420.00	\$420.00	
5.7	Bulk Specific Gravity of Asphalt Core	3	each	\$47.00	\$141.00	
Subtotal						\$774.00
Project Management and Supervision		Quantity	Unit	Rate	Extension	Subtotal
7.1	Word Processing/Report Preparation & Distribution	3	hours	\$65.00	\$195.00	
8.2	Project Manager	3	hour	\$175.00	\$525.00	
Subtotal						\$720.00
Total Estimated Cost						\$4,955.00

**Commissioners Court - Regular Session****26.****Meeting Date:** 04/21/2020

1807-252 - San Gabriel Ranch Road Bridge Change Order No. 3

**Submitted By:** Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of \$2,803.82 for the San Gabriel Ranch Road Bridge (A Greater Austin Development), a Road Bond project in Commissioner Pct. 2.

P: 439 Funding Source: Road & Bridge

**Background**

This Change Order adds a double service to the new water line and upgrades the guardrail end treatment to the most current TxDOT standard. Two water services were discovered off the existing water line during water line construction that were not called out in the plans. In field discussions, the Aqua inspector requested adding a double service to the new water line to replace the two existing services. This Change Order also compensates the Contractor for the additional material cost to upgrade guardrail end treatment to TxDOT 2018 standard for crash worthiness per the TxDOT memo included with the Change Order.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

1807-252 San Gabriel Ranch Road CO No. 3

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 04/16/2020

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 11:02 AM

Started On: 04/15/2020 08:41 AM

Received

FEB 10 2020

## WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

HNTB Corporation

Round Rock

1. CONTRACTOR: A Greater Austin Development
2. Change Order Work Limits: Sta. 1+82 to Sta. 5+91
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E & 3G (3 Max. - In order of importance - Primary first)

Project:	<u>1807-252</u>
Roadway:	<u>San Gabriel Ranch Road</u>
CSJ Number:	

5. Describe the work being revised:

**2E: Differing Site Conditions (unforeseeable).** Miscellaneous difference in site conditions (unforeseeable) (item 9). Two water services were discovered on the existing water line during construction that the not called out in the plans. This change order adds a double service to the new water line. **3G: County Convenience. Compliance requirements of new laws and/or policies.** This change order upgrades the guard rail end treatments to the most current TxDOT standard.

6. Work to be performed in accordance with Items: See attached list of items
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A, No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit, or loss of compensation as a result of this change.

## The following information must be provided

Time Ext. #: N/A Days added on this CO: 0Amount added by this change order: \$2,803.82

THE CONTRACTOR

Date 2/7/2020

By

Typed/Printed Name

Lana Shockley

Typed/Printed Title

Controller

## RECOMMENDED FOR EXECUTION:

James D. P.E. 2/11/20  
Project Manager Date

N/A  
Design Engineer Date

4/6/20  
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date  
☐ APPROVED

# WILLIAMSON COUNTY, TEXAS

**CHANGE ORDER NUMBER:** 3

**Project #** 1807-252

**TABLE A: Force Account Work and Materials Placed into Stock**[illegible]

**TABLE B: Contract Items:**

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-WC05	UPGRADE SGT TO TxDOT 2018 STANDARD FOR CRASH WORTHINESS - MATERIAL COST DIFFERENCE	EA	\$213.15	0	\$0.00	2.00	2.00	\$426.30	\$426.30
RB011	DOUBLE SERVICE FOR NEW WATERLINE	LS	\$2,377.52	0	\$0.00	1.00	1.00	\$2,377.52	\$2,377.52
TOTALS					\$0.00			\$2,803.82	\$2,803.82

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

**Williamson County Road Bond Program**

**San Gabriel Ranch Road Bridge  
Williamson County Project No. 1807-252**

**Change Order No. 3**

**Reason for Change**

This Change Order adds a double service to the new water line and upgrades the guardrail end treatment to the most current TxDOT standard. Two water services were discovered on the existing water line during water line construction that were not called out in the plan. In field discussion, Aqua inspector requested adding a double service to the new water line to replace the two existing services.

This Change Order also compensates the Contractor for the additional material cost to upgrade guardrail end treatment to TxDOT 2018 standard for crash worthiness per the attached TxDOT memo.

Following is a summary of the new item required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC05	UPGRADE SGT TO TxDOT 2018 STANDARD FOR CRASH WORTHINESS – MATERIAL COST DIFFERENCE	2	EA
RB011	DOUBLE SERVICE FOR NEW WATERLINE	1	LS

This Change Order results in an increase of \$2,803.82 to the Contract amount, for an adjusted Contract total of \$1,450,082.81. The original Contract amount was \$1,425,301.90. Because of this Change Order, \$24,780.91 has been added to the Contract, resulting in a 1.74% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**  
James Klotz, P.E.



12/12/19

# PRICE BREAKDOWN SHEET

Add Double Service to Waterline + Change Guardrail End Treatment

LABOR		Hours				EQUIPMENT				
Description/Name	Regular	Over Time	Days	Hourly Rate	Total	Description	Hours	Days	FHWA Rate	Total
SUPERVISOR										
LABORER										
		Labor Burden		55.0%						
		Markup		25.0%			Markup		15.0%	
		Sub-Total			Sub-Total					
SUBCONTRACT						MATERIALS				
Description	Quantity	Unit	Unit Price	Total		Description	Quantity	Unit	Unit Price	Total
TY-I GUARDRAIL END TREATMENT - RSI	-2.00	EA	\$2,527.00	-\$5,054.00						
MSKT GUARDRAIL END TREATMENT - RSI	2.00	EA	\$2,730.00	\$5,460.00						
ADD DOUBLE SERVICE TO WATERLINE - SMITH	1.00	LS	\$2,264.30	\$2,264.30						
		Markup		5.0%	\$133.52		Markup		25.0%	
		Sub-Total			\$2,803.82		Sub-Total			

SUMMARY	Labor	Equipment	Subcontract	Material	Bond @ 1%	Total	Quantity	Unit	Unit Price
			\$2,803.82			\$2,803.82			

NOTES : THIS CHANGE ORDER IS FOR:

- 1) CHANGING THE SAFETY END TREATMENT TO THE MSKT SGT(125)31-18
- 2) ADDING DOUBLE SERVICE WATERLINE TIE-INS AT THE HOME AT SOUTHEAST END OF PROJECT NEAR STATION 5+00

Cost to upgrade guard rail end treatment:  
difference in material cost = \$1730 - \$1527 = \$203 / EA  
contractor mark-up = 5% x \$203 = \$10.15 / EA  
cost to upgrade guard rail end treatment = \$203 + \$10.15 = \$213.15 / EA

Cost to add double service to waterline  
subcontractor quote = \$2264.30 / LS, see attached cost break down.  
contractor mark-up = 5% x \$2264.30 = \$113.22 / LS  
cost to add double service to waterline = \$2264.30 + \$113.22 = \$2377.52 / LS



# ROADWAY SPECIALTIES, INC.

P.O. BOX 90309, AUSTIN, TEXAS 78709  
512-280-6666 PHONE 512-280-6066 FAX  
CERTIFIED DBE/HUB

## CHANGE ORDER PROPOSAL

Project: SAN GABRIEL RIVER RANCH BRIDGE

Date: December 11, 2019  
RSI Job #: 5678

For: A GREATER AUSTIN DEVELOPMENT  
DERRICK WARD

Proposal No.: 121909P

We propose to furnish all labor, materials, equipment and supervision to perform the following scope of work that we have been requested to perform at the above referenced project.

Item	Change Order Item Description	Unit	C. O. Quantity	Unit Price	Amount
5446001	GUARDRAIL END TREATMENT (TY I) (INSTALL)	EA	2.00	-2,527.00	-5,054.00
5446001	GUARDRAIL END TREATMENT (MSKT) (INSTALL)	EA	2.00	2,730.00	5,460.00
Total Amount of Change Order:					\$406.00

If any additional information is required, please feel free to contact us at (512) 280-6666.

Sincerely,

Lenny Bobrowski

PLEASE NOTE: ALL NOTES AND EXCLUSIONS OF SUBCONTRACT APPLY.

Respectfully submitted by: Danette Shelton, President

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

## Feng Chen

---

**From:** James Klotz  
**Sent:** Wednesday, December 18, 2019 9:10 AM  
**To:** Derrick Ward; Eddie R. Church; Clayton Weber; Feng Chen; Kyle LeBlanc  
**Cc:** 62811\_1807-252\_SanGabrielRiverRanch  
**Subject:** RE: Change Order - 1807-252 San Gabriel River Ranch Bridge - Guardrail End Treatment + Waterline Tie-Ins - 99-541

This CO is being processed, but you have been approved to continue with this work.

**James Klotz, P.E.**  
Sr. Project Manager  
Tel (512)527-6721 Cell (512)745-3670 E-mail [jklotz@hntb.com](mailto:jklotz@hntb.com)

**HNTB CORPORATION**  
101 E. Old Settlers Blvd.; Round Rock, Texas 78664

 **100+ YEARS OF INFRASTRUCTURE SOLUTIONS**



---

**From:** Derrick Ward <[dward@gad.co](mailto:dward@gad.co)>  
**Sent:** Wednesday, December 18, 2019 7:17 AM  
**To:** Eddie R. Church <[erchurch@HNTB.com](mailto:erchurch@HNTB.com)>; Clayton Weber <[cweber@HNTB.com](mailto:cweber@HNTB.com)>; Feng Chen <[fechen@HNTB.com](mailto:fechen@HNTB.com)>; Kyle LeBlanc <[KLeBlanc@HNTB.com](mailto:KLeBlanc@HNTB.com)>  
**Cc:** 62811\_1807-252\_SanGabrielRiverRanch <[SanGabrielBridge@hntb.com](mailto:SanGabrielBridge@hntb.com)>; James Klotz <[jklotz@HNTB.com](mailto:jklotz@HNTB.com)>  
**Subject:** RE: Change Order - 1807-252 San Gabriel River Ranch Bridge - Guardrail End Treatment + Waterline Tie-Ins - 99-541

Has this C.O. been approved? Subcontractor is needing to know ASAP.

Thanks,

-Derrick

---

**From:** Derrick Ward <[dward@gad.co](mailto:dward@gad.co)>  
**Sent:** Thursday, December 12, 2019 8:37 AM  
**To:** 'Eddie R. Church' <[erchurch@HNTB.com](mailto:erchurch@HNTB.com)>; 'Clayton Weber' <[cweber@HNTB.com](mailto:cweber@HNTB.com)>; 'Feng Chen' <[fechen@HNTB.com](mailto:fechen@HNTB.com)>; 'Kyle LeBlanc' <[KLeBlanc@HNTB.com](mailto:KLeBlanc@HNTB.com)>  
**Cc:** '62811\_1807-252\_SanGabrielRiverRanch' <[SanGabrielBridge@hntb.com](mailto:SanGabrielBridge@hntb.com)>; Mark Braun <[mbraun@gad.co](mailto:mbraun@gad.co)>; David Contreras <[dcontreras@gad.co](mailto:dcontreras@gad.co)>  
**Subject:** Change Order - 1807-252 San Gabriel River Ranch Bridge - Guardrail End Treatment + Waterline Tie-Ins - 99-541

Eddie,

Please see the attached change order for the items listed below. I will need approval on the waterline tie-in by early on Monday to keep that crew moving. Let me know if you have any questions.

1. Changing the guardrail end treatments from SGT to the MSKT per the 4/28/18 TxDOT memo
2. Adding double service waterline tie-in near station 5+00

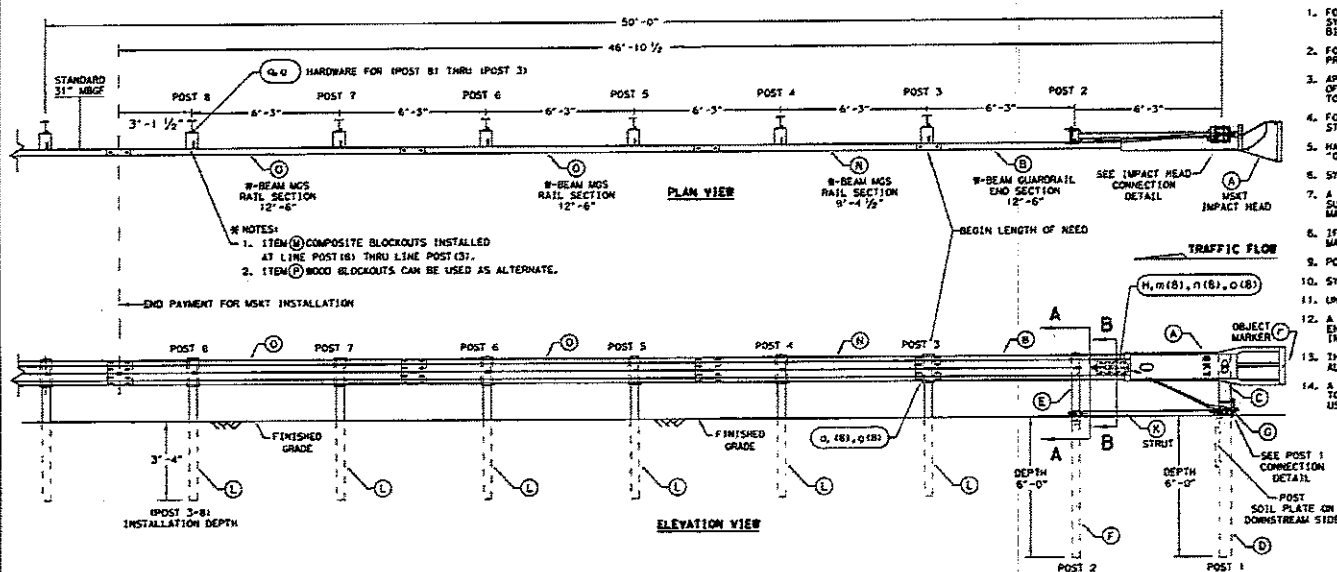
Thanks,



*Derrick Ward / Sr Project Manager  
6500 River Place Blvd.  
Building 1, Suite 201  
Austin, TX 78730  
-(512) 310-9300 (o)  
-(512) 483-4867 (c)  
-(512) 310-9333 (f)*

DISCLAIMER: THIS STANDARD IS GOVERNED BY THE "TEXAS ENGINEERING PRACTICE ACT". NO WARRANTY OF ANY KIND IS MADE BY TxDOT FOR ANY PURPOSE WHATSOEVER. THE USE OF THIS STANDARD IS SOLELY FOR THE CONVENIENCE OF THE USER AND DOES NOT CONSTITUTE AN ENDORSEMENT OR A GUARANTEE OF THE QUALITY OF THE DESIGN OR THE RESULTS OF THE CONSTRUCTION. THE USER ASSUMES ALL RESPONSIBILITY FOR THE DESIGN AND THE RESULTS OF THE CONSTRUCTION. THIS STANDARD IS NOT TO BE USED FOR ANY OTHER PURPOSE.

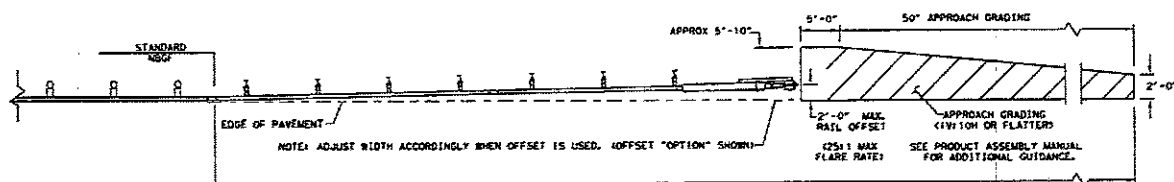
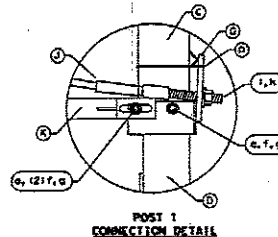
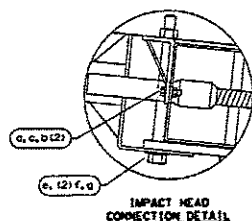
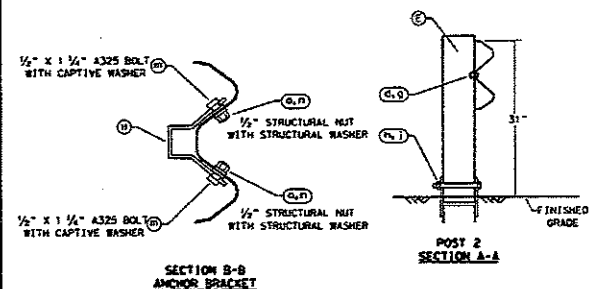
DATE: FILE:



NOTE: SEE (GENERAL NOTE 14) FOR DRIVING CAP INFORMATION.

SEE NOTES #

ALTERNATIVE ITEMS NOT SHOWN: # M ITEM (P) 8" WOOD-BLOCKOUT # N ITEM (Q) 25" GUARD FENCE PANEL



NOTE: TxDOT GENERIC APPROACH GRADING LAYOUT USED FOR ALL TANGENT TYPE END TREATMENTS.

APPROACH GRADING AT GUARDRAIL END TREATMENTS

NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE MSKT END TERMINAL. IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.

# GENERAL NOTES

- FOR SPECIFIC INFORMATION REGARDING INSTALLATION AND TECHNICAL GUIDANCE OF THE SYSTEM, CONTACT: ROAD SYSTEMS, INC. 14321263-5435, 3816 OLD HOWARD COUNTY AIRPORT, BIG SPRING, TX 79720
- FOR INSTALLATION, REPAIR AND MAINTENANCE REFER TO THE MSKT END TERMINAL, PRODUCT DESCRIPTION ASSEMBLY MANUAL (PUBLICATION 0627177).
- APPLY HIGH INTENSITY REFLECTIVE SHEETING, "OBJECT MARKER" ON THE FRONT FACE OF THE DIVIDE PER MANUFACTURER'S RECOMMENDATIONS. OBJECT MARKER SHALL CONFORM TO THE STANDARDS REQUIRED IN TEXAS MUTCD.
- FOR POST (LEAVE-OUT) INSTALLATION AND GUIDANCE SEE TxDOT'S LATEST ROADWAY NOW STRIP STANDARD.
- HARDWARE (BOLTS, NUTS, & WASHERS) SHALL BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING". FITTINGS SHALL BE SUBSIDIARY TO THE BID ITEM.
- SYSTEM SHOWN USING STEEL WIDE FLANGE POSTS WITH COMPOSITE BLOCKOUTS.
- A COMPOSITE MATERIAL BLOCKOUTS THAT MEETS THE REQUIREMENTS OF DMS-7210, MAY BE SUBSTITUTED FOR BLOCKOUTS OF SIMILAR DIMENSIONS. SEE CONSTRUCTION DIVISION MATERIAL PRODUCER LIST (MPL) FOR CERTIFIED PRODUCERS.
- IF SOLID ROCK IS ENCOUNTERED IN THE AREA OF (POST 1) AND / OR (POST 2) CONTACT THE MANUFACTURER, & REFER TO THE LATEST ROADWAY MASH STANDARD FOR INSTALLATION GUIDANCE.
- POSTS SHALL NOT BE SET IN CONCRETE.
- SYSTEM MUST BE ATTACHED TO STANDARD 31" MASH.
- UNDER NO CIRCUMSTANCES SHALL THE GUARDRAIL WITHIN THE MSKT SYSTEM BE CURVED.
- A FLARE RATE OF UP TO 25:1 MAY BE USED TO PREVENT THE TERMINAL HEAD FROM ENCRUSTING ON THE SHOULDER. THE FLARE MAY BE DECREASED OR ELIMINATED FOR SPECIFIC INSTALLATIONS, IF DIRECTED BY THE ENGINEER.
- THE SYSTEM IS SHOWN WITH TWO 12'-6" MASH PANELS. ONE 25'-0" MASH PANEL IS ALSO ALLOWED IN THEIR PLACE.
- A DRIVING CAP WITH A TIMBER OR PLASTIC INSERT SHALL BE USED WHEN DRIVING POSTS 3-8 TO PREVENT DAMAGE TO THE GALVANIZING ON TOP OF THE POST. SPECIAL DRIVING CAP TO BE USED ON LOWER POSTS 1 & 2 TO PREVENT DAMAGE TO THE WELDED PLATES.

ITEM	QTY	MAIN SYSTEM COMPONENTS	ITEM NUMBERS
A	1	MSKT IMPACT HEAD	MS3000
B	1	W-BEAM GUARDRAIL END SECTION, 12' 6"	SF1303
C	1	POST 1 - TOP 16" X 6" X 1/4" TUBE	MTPHP1A
D	1	POST 1 - BOTTOM 16" X 6" X 1/4" TUBE	MTPHP1B
E	1	POST 2 - ASSEMBLY TOP	UNP2A
F	1	POST 2 - ASSEMBLY BOTTOM (6" X 6" X 1/4")	MP2B
G	1	BEARING PLATE	ET50
H	1	CABLE ANCHOR BOX	S260
I	1	POST CABLE ANCHOR ASSEMBLY	E270
J	1	GROUND STRUT	MS285
K	1	W-BEAM OR W-BEAM 5 STEEL POST	PS21
L	1	COMPOSITE BLOCKOUTS	CRSP-14
M	1	W-BEAM MGS RAIL SECTION (9'-4 1/2")	GI2025
N	1	W-BEAM MGS RAIL SECTION (12'-6")	GI203A
O	1	WOOD BLOCKOUT 6" X 8" X 14"	P675
P	1	W-BEAM MGS RAIL SECTION (25'-0")	GI209
SMALL HARDWARE			
Q	2	3/4" x 1" HEX BOLT (ORD 51)	BS160104A
R	4	3/4" WASHER	W0516
S	2	3/4" HEX NUT	N0516
T	25	3/4" DIA. x 1 1/2" SPLICE BOLT (POST 2)	B380122
U	2	1/2" DIA. x 8" HEX BOLT (ORD 3449)	B380904A
V	3	3/4" WASHER	W050
W	33	3/4" DIA. H.C.R. NUT	N050
X	1	3/4" DIA. x 8 1/2" HEX BOLT (ORD 3449)	B340854A
Y	1	3/4" DIA. HEX NUT	N030
Z	2	ANCHOR CABLE HEX NUT	N100
AA	1	ANCHOR CABLE WASHER	N100
AB	8	1/2" x 1 1/2" A325 BOLT WITH CAPTIVE WASHER	B812A
AC	8	1/2" STRUCTURAL NUTS	N012A
AD	8	1 1/2" O.D. x 3/4" I.D. STRUCTURAL WASHERS	W012A
AE	1	BEARING PLATE RETAINER TIE	CT-1005T
AF	8	3/4" x 10" H.C.R. BOLT	B581002
AG	1	OBJECT MARKER 18" x 18"	E3151

Texas Department of Transportation		Design Division Standard	
<b>SINGLE GUARDRAIL TERMINAL</b>			
<b>MSKT-MASH-TL-3</b>			
<b>SGT (12S) 31-18</b>			
FILE: 621263118.dgn	DWG: 12007	CAL: 11	DWG: 11
DATE: 0001 APRIL 2018	CONT: 1007	JOB	RIGHTWAY
REVISIONS			
0157	COUNTY	SHEET NO.	

# TEXAS CORRUGATORS Quotation

P.O. Box 938  
Round Rock, TX 78680  
(512)388-0588  
(512)388-0417 Fax  
www.txcorr.com

Grates  
Sign Posts  
Geotextiles  
Bridge Railing  
Metal Fabrication  
Safety Pipe Runners  
Corrugated Steel Pipe  
Cast Iron Rings & Covers  
Metal Beam Guard Fence

ROADWAY SPECIALTIES

ATTN: LENNY

PROJECT

SAN GABRIEL RANCH ROAD BRIDGE  
WILLIAMSON COUNTY – CHANGE ORDER

QUANTITY	DESCRIPTION	UNIT PRICE
2 EA	GUARDRAIL END TREATMENT (MSKT)	1,730.00 EA

TERMS OF PAYMENT: NET 30 DAYS  
PRICES VALID FOR 30 DAYS  
SALES TAX NOT INCLUDED

Subject to being awarded the contract, we accept your proposal  
to furnish the job requirements at the unit prices quoted above

Company Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

DELIVERY: 1-2 WEEKS  
F.O.B. POINT: TRUCKS-JOBSITE  
W/COMPLETE ORDER

**PRICES INCLUDE FREIGHT FOR 0 LOAD  
DELIVERED TO JOBSITE. ADDITIONAL  
LOADS DUE TO CUSTOMER REQUESTING  
LESS THAN TRUCKLOAD QUANTITIES WILL  
BE CHARGED AT \$.00 PER LOAD.**

Respectfully submitted,  
TEXAS CORRUGATORS-AUSTIN DIVISION, INC

BY RYAN COLE

Date: 12/11/19



P.O. Box 938  
Round Rock, TX 78680  
(512)388-0588  
(512)388-0417 Fax  
www.txcorr.com

## Quotation

Grates  
Sign Posts  
Geotextiles  
Bridge Railing  
Metal Fabrication  
Safety Pipe Runners  
Corrugated Steel Pipe  
Cast Iron Rings & Covers  
Metal Beam Guard Fence

ROADWAY SPECIALTIES, INC.

ATTN: TERESA

PROJECT

SAN GABRIEL RANCH ROAD BRIDGE  
WILLIAMSON COUNTY

QUANTITY	DESCRIPTION	UNIT PRICE
<b>HANDRAIL ONLY</b>		
162 LF	RAIL (TY C221)	14.69 LF ✓
95 LF	METAL BEAM GUARD FENCE	12.22 LF ✓
	(12 GA)(TIMBER POST)(BLOCK OUT)	
4 EA	MTL BEAM GD FEN TRANS (TL2)	505.00 EA ✓
2 EA	DOWNSTREAM ANCHOR TERMINAL	575.00 EA ✓
2 EA	GUARDRAIL END TREATMENT (TY I)	1,527.00 EA ✓
31 LF	SHORT RADIUS	28.35 LF ✓
4 EA	TERMINAL ANCHOR SECTION	378.00 EA ✓
1 EA	10BWG(1)SA(P)	138.00 EA ✓

NOTE: PRICES ARE FOR SIGN POSTS WHICH INCLUDE: POSTS, T & U BRACKETS, WINGED CHANNEL POSTS, S3 STIFFENERS FOR (EXAL), CASTINGS W/3 SET SCREWS, STUBS, KEEPER PLATES, FRICTION CAPS, BOLTS, NUTS, & WASHERS. **SIGN CLAMPS & EXTRUDED ALUMINUM ARE NOT INCLUDED.** POSTS, WINGED CHANNEL POSTS AND T & U BRACKETS WILL BE SHIPPED IN STOCK LENGTHS TO BE FIELD CUT & ASSEMBLED BY INSTALLER. REFLECTIVE SHEETING NOT INCLUDED.

AS REQ'D	2 3/8" U-BOLT ASSEM	1.88 EA
AS REQ'D	2 7/8" U-BOLT ASSEM	1.93 EA

TERMS OF PAYMENT: NET 30 DAYS  
PRICES VALID FOR 30 DAYS  
SALES TAX NOT INCLUDED

Subject to being awarded the contract, we accept your proposal  
to furnish the job requirements at the unit prices quoted above

Company Name

Print Name

Signature

Date

10-8-18

DELIVERY: 4-5 WEEKS  
F.O.B. POINT: JOBSITE - OUR TRUCKS

**PRICES INCLUDE FREIGHT FOR 2 LOADS  
DELIVERED TO JOBSITE. ADDITIONAL  
LOADS DUE TO CUSTOMER REQUESTING  
LESS THAN TRUCKLOAD QUANTITIES WILL  
BE CHARGED AT \$75.00 PER LOAD.**

Respectfully submitted,  
TEXAS CORRUGATORS-AUSTIN DIVISION, INC

BY COURTNEY YOUNG

Date: 08/24/18





EXCAVATING \* PAVING \* CONCRETE \* UTILITIES

Smith Contracting Co., Inc.  
CHANGE ORDER PROPOSAL #2  
San Gabriel Ranch Road Bridge  
12/12/2019

**DESCRIPTION:**

Add double service to serve customers that were not known to be on the existing line.

**LABOR:**

	Quantity	Hours	Rate	Total
Superintendent	1	1	\$50.00	\$50.00
Foreman/Layout/Coordinator	1	1	\$35.00	\$35.00
Pipe layer	2	5	\$20.00	\$200.00
Operator	1	5	\$22.00	\$110.00
				\$0.00
				\$0.00
<b>TOTAL</b>				<b>\$395.00</b>

**Materials:**

	Quantity	Unit	Price	
Pipe, fittings, etc	1	LS	\$970.54	\$970.54
Bedding	1	LS	\$75.00	\$75.00
Delivery	1	LS	\$125.00	\$125.00
<b>TOTAL</b>				<b>\$1,170.54</b>

**Subcontractors:**

	Quantity	Unit	Price	
				\$0.00
<b>TOTAL</b>				<b>\$0.00</b>

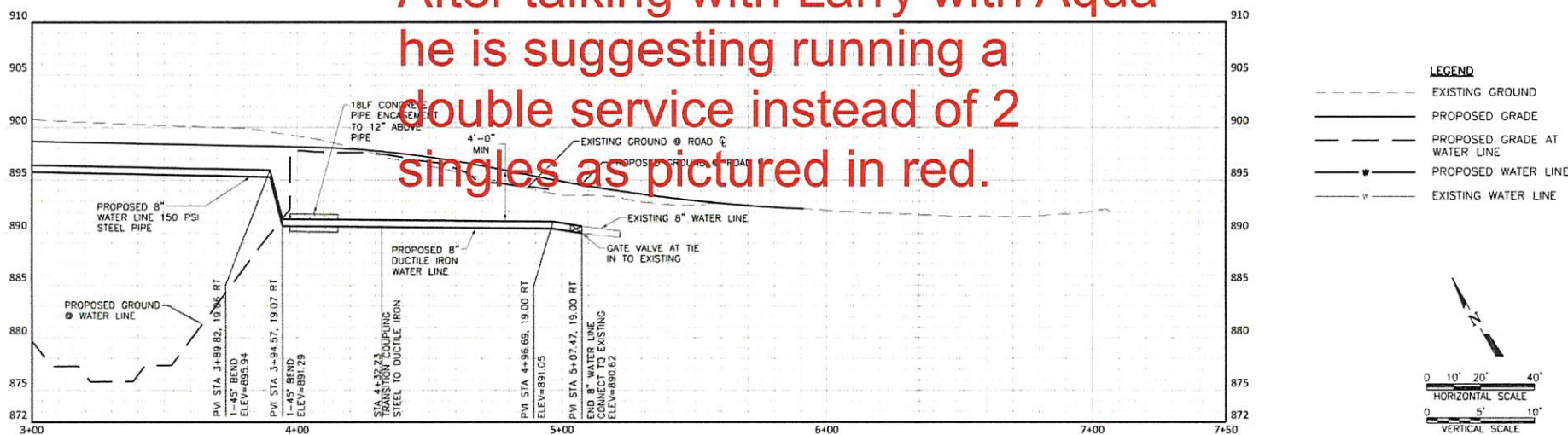
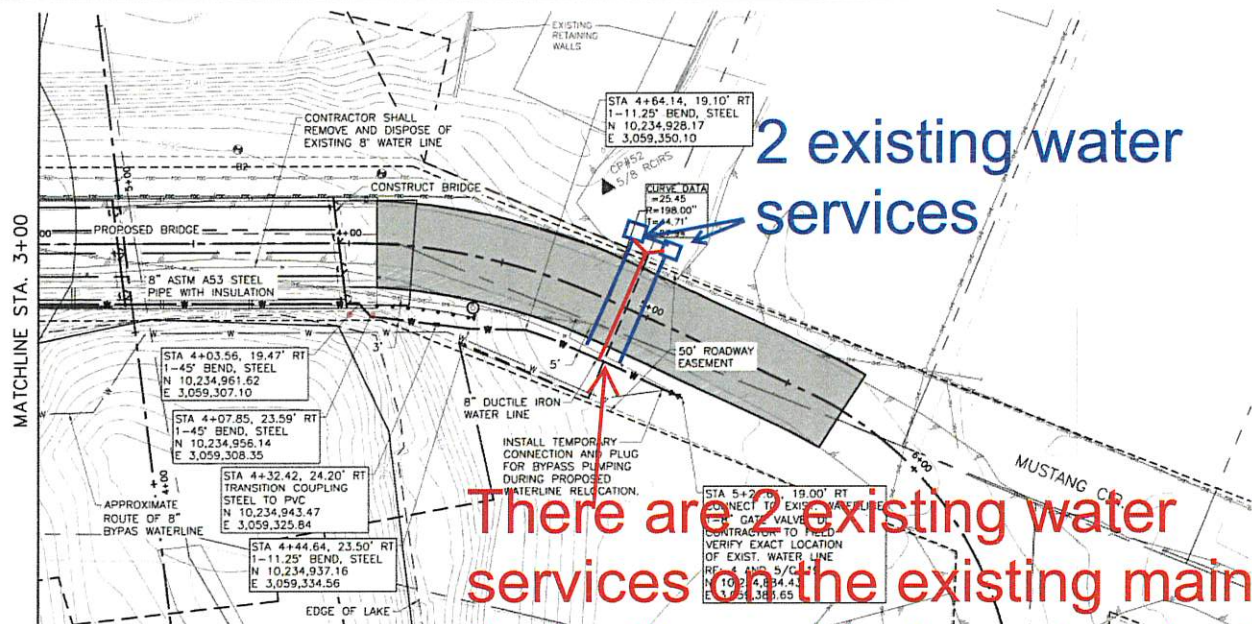
**Unit Pricing:**

	Quantity	Unit	Price	
				\$0.00
				\$0.00
<b>TOTAL</b>				<b>\$0.00</b>

**Equipment:**

	Quantity	Unit	Price	
Backhoe	5	Hrs	\$42.90	\$214.50
				\$0.00
				\$0.00
<b>TOTAL</b>				<b>\$214.50</b>

Labor		\$395.00
Labor Burden	55%	\$217.25
Labor P & O	15%	\$59.25
Material		\$1,170.54
Material P & O	15%	\$175.58
Subcontractor		\$0.00
Subcontractor P & O	15%	\$0.00
Bid Item		\$0.00
Equipment		\$214.50
Equipment OH & P	15%	\$32.18
<b>SUBTOTAL</b>		<b>\$2,264.30</b>
<b>TOTAL</b>		<b>\$2,264.30</b>







FERGUSON ENTERPRISES, LLC  
FERGUSON WATERWORKS #1254  
200 PARK CENTRAL BLVD  
GEORGETOWN, TX 78626  
Phone: 512-930-2262  
Fax: 512-930-2388

Deliver To:  
From: Brad Ellis  
Comments:

08:36:44 DEC 12 2019

Page 1 of 1

FERGUSON WATERWORKS #1106

Price Quotation  
Phone: 512-930-2262  
Fax: 512-930-2388

Bid No: B438044  
Bid Date: 12/12/19  
Quoted By: BDE

Cust Phone: 512-990-7640  
Terms: NET 10TH PROX

Customer: SMITH CONTRACTING COMPANY  
1817 SAN GABRIEL RANCH RD  
15309 MARSHA STREET  
AUSTIN, TX 78728

Ship To: SMITH CONTRACTING COMPANY  
1817 SAN GABRIEL RANCH RD  
15309 MARSHA STREET  
AUSTIN, TX 78728

Cust PO#:

Job Name: 1817 SAN GABRIEL RANCH RD

Item	Description	Quantity	Net Price	UM	Total
S31700101014000	8X2 IP DBL SDL 8.54-10.10	1	83.030	EA	83.03
FFB11007GNL	LF 2 MIP X CTS GRIP BALL CORP ST	1	286.510	EA	286.51
AX42250100B	2X100 CTS 250 PSI NSF BLK	100	1.570	FT	157.00
FY44274GNL	LF 2X1 CTS COMP GRIP Y BRCH	1	128.340	EA	128.34
AX41250100B	1X100 CTS 250 PSI NSF BLK	100	0.410	FT	41.00
FKV43342WGNL	LF 1 CTS GRIP X 3/4 MTR ANG KEY VLV	1	53.480	EA	53.48
FU4843GNL	LF 1X3/4 CTS GJ X MIP U BRCH	1	54.720	EA	54.72
FKV13332WNL	LF 3/4 FIP X MTR ANG KEY VLV	2	37.820	EA	75.64
FINSERT55	2 CTS PET INS STFNR	2	2.970	EA	5.94
FINSERT52	1 CTS PET / HDPE DR9 INS STFNR	4	2.150	EA	8.60
P40BEPP20	4X20 FT PVC S40 BE PIPE	40	190.700	C	76.28

Net Total: \$970.54  
Tax: \$0.00  
Freight: \$0.00  
Total: \$970.54

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1108&on=45597>

**Rental Rate Blue Book®**

April 18, 2019

**Deere 310SJ (disc. 2012)**

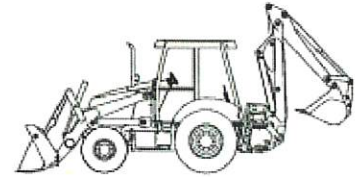
Tractor-Loader-Backhoes

Size Class:

14' to Under 15'

Weight:

15122 feet


**Configuration for 310SJ (disc. 2012)**

Drive	<b>4WD</b>	Loader Bucket Capacity--Heaped	<b>1.25</b>
Net Horsepower	<b>93.0</b>	Operator Protection	<b>ROPS</b>
Power Mode	<b>Diesel</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,415.00	\$955.00	\$240.00	\$36.00	\$23.50	\$42.90
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2012: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$3,415.00</b>	<b>\$955.00</b>	<b>\$240.00</b>	<b>\$36.00</b>	<b>\$23.50</b>	<b>\$42.90</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$10.28
Idling Rate	\$31.23

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	33%	\$1,126.95/mo
Overhaul (ownership)	47%	\$1,605.05/mo
CFC (ownership)	11%	\$375.65/mo
Indirect (ownership)	9%	\$307.35/mo
Fuel (operating) @ 3.27	50%	\$11.83/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for KAREN COURTRIGHT (karen.courtright@austintexas.gov)



# MEMO

April 25, 2018

**To:** District Engineers

**From:** Camille Thomason, P.E.  
Director, Design Division

**Subject:** Revised Roadway Standards

The following changes have been made to the roadway standards sheets.

The standard sheets will be applicable to all new construction projects beginning with the July 2018 letting. The use of these sheets prior to that date is at the option of the district. The new standards are available from the Roadway Standards web page in Microstation® "dgn" and Adobe "pdf" format. See <http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/standard/rdwylse.htm>.

Please distribute this information to the appropriate district staff and area offices, as well as consulting engineers working on TxDOT projects.

The following represents the standard sheets changed.

**SGT(12S)31-18** The MSKT end terminal is a new standard sheet which depicts a steel post MBGF end terminal system which can be attached to wood or steel post MBGF systems. The system is a re-directive, gating, end terminal system that is proprietary. The system is extruding; meaning the rail panels extrude or spool outwards on the field side upon impact.

This end terminal system is MASH TL-3 compliant, meaning it is available for use for high-speed roadway conditions.

**SGT(13S)31-18** This new standard is a **retrofit** system that retrofits an existing SKT 31" standard steel post system to MASH TL-3 compliance. The existing SKT 31" standard steel post system must be NCHRP 350 compliant and free of any damage or defects before retrofitting.

**SGT(14W)31-18** This new standard is a **retrofit** system that retrofits an existing SKT 31" standard wood post system to MASH TL-3 compliance. The existing SKT 31" standard wood post system must be NCHRP 350 compliant and free of any damage or defects before retrofitting.

The following non-MASH compliant standards are removed from the list of available standards:

**SGT(8)31-17** This 31" end terminal system is **removed** from the list of available standards.

**SGT(8S)31-17** This 31" end terminal system is removed from the list of available standards.

**SGT(8)-17** This 28" end terminal system is removed from the list of available standards.

**SGT(8S)-17** This 28" end terminal system is removed from the list of available standards.

**SGT(9S)28-14** This 28" end terminal system is removed from the list of available standards.

## OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

*An Equal Opportunity Employer*

If you have questions or need additional information concerning these standard details, please contact Kenneth Mora, P.E., Roadway Design Section Director, at (512) 416-2678.

**CC:** William L. Hale, P.E., ADM  
Randy C. Hopmann, P.E., ADM  
Brian R. Barth, P.E., ADM  
C. Michael Lee, P.E., ADM  
Gregg A. Freeby, P.E., BRG  
Gina Gallegos, P.E., CST  
Daniel I. Stacks, P.E., MNT  
Peter Smith, P.E., TPP  
Michael A. Chacon, P.E., TRF  
James Stevenson, P.E., MNT  
George Villareal, P.E., TRF  
Ujval Patel, FHWA  
Steve Ratke, FHWA  
Procurement Division  
Thomas Bohuslav, P.E., AGC

**Commissioners Court - Regular Session****27.****Meeting Date:** 04/21/2020

Awarding RFQ #2451-18 CR 129

**Submitted For:** Randy Barker**Submitted By:** Thomas Skiles,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding RFQ #2451-18 Planning and Design of Road Bond Projects - CR 129 from South of Brushy Creek to North of the South Williamson County Line, Road Bond Project #4.9, to the overall most qualified firm Garver, LLC. and authorizing execution of the agreement. Funding source P375.

**Background**

Purchasing solicited sealed statements of qualifications for Planning and Design of Road Bond Projects. 68 firms participated in the solicitations of which 31 firms submitted for the projects specified in the RFQ. Evaluations were held for the design projects. After the evaluation phase, it was determined that Garver, LLC was the most qualified firm to provide the services required by the County for CR 129 Road Bond Project #4.9. Total contract amount will be \$500,000.00. Department point of contact is Terron Evertson.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Award Letter

Contract

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 04/16/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

04/16/2020 09:37 AM

04/16/2020 10:11 AM

Started On: 04/15/2020 07:42 AM



March 13, 2020

Mr. Randy Barker  
Williamson County Purchasing Department  
100 Wilco Way, P101  
Georgetown, TX 78626

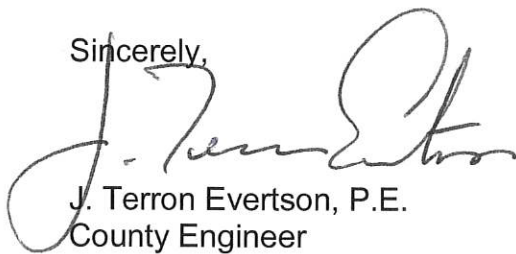
Subject: Recommendation for RFQ 2451 Planning and Design of Road Bond  
Projects: 4.9 CR 129

Based on the attached supporting documentation, the Planning and Design of Road Bond Projects Selection Committee recommends the selection of Garver which was the top ranked firm from the evaluation process.

Thirty one firms were evaluated on March 9, 2020 by the following Selection Committee:

Please feel free to contact me if you have any questions.

Sincerely,



J. Terron Evertson, P.E.  
County Engineer

Cc: Commissioner Russ Boles, Pct 4

Williamson County  
3151 S.E. Inner Loop  
Georgetown, TX 78626  
512.943.3330

EVALUATION - Planning & Design of Road Bond Projects - 4.9 CR 129 DESIGN PROJECT  
RFQ 2451

DATE: March 9, 2020

Mandatory Criteria	Maximum Score Points	Aguirre & Fields	Alliance Transportation Group	American Structuralpoint	Atkins North America	BGE	Binkley & Burfield	Bridgeman & Associates	CONSOR Engineers	CP&Y	Dannenbaum	Dunaway Associates	Garver	Haff Associates	HDR Engineering	Hull-Zollars	Johnson, Minnihan & Thompson	Jones Carter	K Friesse + Associates	KC Engineering	Kinney-Horn & Associates	LJA Engineering	LNV	M&S	Pope-Dawson Engineers	PGAL	Rodriguez Transportation Group	RPS	RS&H	Soller Lankes Group	Wantman Group	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	
PM	50	35	45	45	45	45	45	45	45	45	45	45	45	45	45	45	40	45	45	45	45	45	45	45	40	45	45	45	45	45	45	
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	45	45	45	45	45	45	45	45	45	45	40	40	40	40	45	40	45	45	40	45	45	45	45	40	45	45	45	45	40	40	45
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	40	45	45	45	45	45	45	40	45	40	35	40	45	45	45	35	40	40	45	40	40	45	40	40	40	45	45	40	40	45	40
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	40	40	40	40	45	40	40	40	40	45	35	45	40	45	40	40	40	40	40	35	45	40	40	40	40	40	40	40	40	40	40
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	45	30	10	10	10	10	10	10	10	10	30	45	10	10	10	10	20	10	20	30	10	45	20	45	45	10	30	45	10	10	10
Understanding of Corridor: I from US 183 to SH 29 (end to Burnet County line) project ONLY	50	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
TOTAL	350	285	285	265	265	270	265	265	260	265	265	265	295	260	265	265	245	270	260	275	270	285	295	275	295	265	265	285	295	260	260	260



**WILLIAMSON COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** Garver, LLC (“Engineer”)  
**ADDRESS:** 285 S.E. Inner Loop, Suite 110, Georgetown, TX 78626  
**PROJECT:** County Road 129 (“Project”)

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

**THIS CONTRACT FOR ENGINEERING SERVICES** (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:



**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

**ARTICLE 2**  
**NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST**  
**PROHIBITED**

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

### **ARTICLE 3** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. \_\_\_\_\_”, to authorize the Engineer to perform one or more tasks of the Engineering Services. 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, definite review times by County and Engineer of all Engineering Services 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 Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

### **ARTICLE 4** **CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **five hundred thousand Dollars (\$500,000.00)** (the "Compensation Cap"), 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. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor 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.

## **ARTICLE 7**

### **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A.** There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D.** The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## **ARTICLE 8**

### **COMMENCEMENT OF ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager  
Attn: Michael Weaver  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78664\_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Glenn G. Gregory, Jr., P.E.  
285 S.E. Inner Loop  
Suite 110  
Georgetown, TX 78626

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## **ARTICLE 10**

### **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## **ARTICLE 11**

### **SUSPENSION**

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12**

### **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13**

### **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed



Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

#### **ARTICLE 14** **CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

#### **ARTICLE 15** **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 16**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. 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 reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## **ARTICLE 17**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## **ARTICLE 18**

### **REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work 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 Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County 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.

**F. County's Reliance on Engineer.** ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

**ARTICLE 24**  
**ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 25**  
**INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. 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.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

**E. Insurance Company Rating.** 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.

**F. Certification of Coverage.** 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. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.



**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing Department  
100 Wilco Way  
Suite P101  
Georgetown, TX. 78626

With copy to:

Williamson County Auditor's Office  
Attn: Contracts Auditor  
901 South Austin Avenue  
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## **ARTICLE 26** **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## **ARTICLE 27** **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 28**  
**SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, 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 Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further 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.

**ARTICLE 31**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager  
Attn: Michael Weaver  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78664

and to: Office of General Counsel  
Williamson County  
710 Main Street, Suite 102  
Georgetown, Texas 78626

**Engineer:** Glenn G. Gregory, Jr., P.E.  
285 S.E. Inner Loop  
Suite 110  
Georgetown, TX 78626

## **ARTICLE 32**

### **GENERAL PROVISIONS**

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. 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 Contract, 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 Contract.

**H. Gender, Number and Headings.** Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United

States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

### **ARTICLE 33** **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a

condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

## **ARTICLE 34**

### **EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

### **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

### **COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell Jr., County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

  
04/13/2020

**ENGINEER**

**Garver, LLC**

By  \_\_\_\_\_

Printed Name: Glenn G. Gregory, Jr.

Title: Vice President

Date: March 23, 2020\_



## **LIST OF EXHIBITS ATTACHED**

- |                      |   |
|----------------------|---|
| (1) <b>Exhibit A</b> | Debarment Certification                       |
| (2) <b>Exhibit B</b> | Engineering Services                          |
| (3) <b>Exhibit C</b> | Work Authorization                            |
| (4) <b>Exhibit D</b> | Rate Schedule                                 |
| (5) <b>Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| (6) <b>Exhibit F</b> | Certificates of Insurance                     |

**EXHIBIT A**  
**DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§

§

**COUNTY OF WILLIAMSON**

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Garver, LLC

Name of Firm

  
\_\_\_\_\_  
Signature of Certifying Official

Glenn G. Gregory, Jr., P.E.

Printed Name of Certifying Official

Vice President

Title of Certifying Official

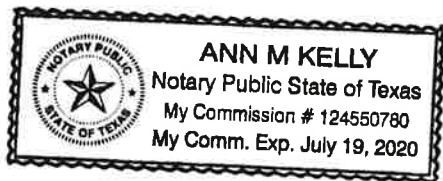
March 23, 2020

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Glenn G. Gregory, Jr., P.E.  
the Vice President of Garver, LLC, on behalf of said firm.



Ann M Kelly  
Notary Public in and for the  
State of Texas

My commission expires: 7/19/2020

## **EXHIBIT B**

### **ENGINEERING SERVICES**

**General Work Description:** Provide engineering services and planning to develop **CR 129 from South of Brushy Creek to North of South County Line** Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 - SURVEYING

TASK 5 - ROW MAPPING

TASK 6 - ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 7 - GEOTECHNICAL SERVICES

TASK 8 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 9 - CONSTRUCTION PHASE SERVICES

## **EXHIBIT C**

### **WORK AUTHORIZATION**

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO. \_\_\_\_\_**

**PROJECT: \_\_\_\_\_**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 20\_\_\_\_ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and \_\_\_\_\_ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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 Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

COUNTY:

[Insert Company Name HERE]

Williamson County, Texas

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

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

Signature

Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

#### LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## EXHIBIT D

### RATE SCHEDULE



**ATTACHMENT D**  
**County Road 129**  
**Garver Hourly Rate Schedule**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
E-1: EIT.....	\$ 110.00
E-2: Engineer.....	\$ 130.00
E-3: Design Engineer.....	\$ 155.00
E-4: Project Engineer.....	\$ 180.00
E-5: Senior Project Engineer.....	\$ 220.00
E-6: Engineering Specialist/Project Manager.....	\$ 260.00
E-7: Senior Project Manager.....	\$ 325.00
<b>Planners / Environmental Specialist</b>	
P-1: Planner/Env Specialist I.....	\$ 110.00
P-2: Planner/Env Specialist II.....	\$ 140.00
P-3: Planner/Env Specialist III.....	\$ 165.00
P-4: Planner/ Env Specialist IV.....	\$ 235.00
P-6: Senior Planner/Env Specialist.....	\$ 325.00
<b>Designers</b>	
D-1: Designer/Env Scientist I.....	\$ 105.00
D-2: Designer/Env Scientist II.....	\$ 120.00
D-3: Senior Designer/Senior Env Scientist.....	\$ 145.00
<b>Technicians</b>	
T-1: Intern.....	\$ 85.00
T-2: Technician.....	\$ 105.00
T-3: Senior Technician.....	\$ 125.00
<b>Management/Administration</b>	
M-1 Principal.....	\$ 350.00
X-1: Administrative Asst/Intern.....	\$ 65.00
X-2: Administrative Assistant II.....	\$ 85.00
X-6 Senior Scheduler.....	\$ 225.00

**ATTACHMENT D**  
**County Road 129**  
**EDGE Engineering Hourly Rate Schedule**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
E-1: EIT.....	\$ 100.00
E-2: Engineer.....	\$ 115.00
E-3: Design Engineer.....	\$ 135.00
E-4: Project Engineer.....	\$ 165.00
E-5: Senior Project Engineer.....	\$ 185.00
E-6: Engineering Specialist/Project Manager.....	\$ 225.00
E-7: Senior Project Manager.....	\$ 250.00
<b>Designers</b>	
D-1: Designer/Env Scientist I.....	\$ 90.00
D-2: Designer/Env Scientist II.....	\$ 105.00
D-3: Senior Designer/Senior Env Scientist.....	\$ 115.00
<b>Technicians</b>	
T-1: Intern.....	\$ 60.00
T-2: Technician.....	\$ 85.00
T-3: Senior Technician.....	\$ 115.00
<b>Management/Administration</b>	
M-1 Principal.....	\$ 250.00
X-1: Administrative Asst/Intern.....	\$ 60.00
X-2: Administrative Assistant II.....	\$ 90.00

Agreement for Professional Services  
Williamson County Road 129

Garver Project No.20T47003



**ATTACHMENT D**  
**County Road 129**  
**K Friese + Associates Hourly Rate Schedule**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
E-1: Senior Project Manager	\$ 250.00
E-2: Quality Manager	\$ 240.00
E-3: Senior Engineer	\$ 225.00
E-4: Project Engineer	\$ 185.00
E-5: Design Engineer	\$ 150.00
E-6: Engineer-In-Training	\$ 125.00
E-7: Senior CAD Operator	\$ 120.00
E-8: CADD Operator	\$ 100.00
E-9: Senior Engineer Tech	\$ 130.00
E-10: Engineer Tech	\$ 125.00
E-11: Admin/Clerical	\$ 90.00
E-12: Senior GIS Operator	\$ 130.00
E-13: GIS Operator	\$ 125.00
E-14: GIS Technician	\$ 110.00

Agreement for Professional Services  
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**ATTACHMENT D**  
**County Road 129**  
**MCGray & McGray Land Surveyors, Inc.**  
**Hourly Rate Schedule**

<b>Classification</b>	<b>Rates</b>
<b>Surveyors</b>	
1 man survey reconnaissance or field gathering.....	\$120.00/hr
2 man survey crew, with vehicle and data collection.....	\$165.00/hr
3 man survey crew, with vehicle and data collection.....	\$200.00/hr
GPS/RTK 1 man survey crew, with vehicle and data collection..	\$170.00/hr
GPS/RTK 2 man survey crew, with vehicle and data collection..	\$215.00/hr
GPS/RTK 3 man survey crew, with vehicle and data collection..	\$250.00/hr
Additional Crew/Rodman.....	\$ 45.00/hr
Flagger.....	\$ 45.00 /hr
Researcher.....	\$ 80.00/hr
Secretarial/Administrative.....	\$ 70.00/hr
AutoCAD / Survey Technician.....	\$ 90.00/hr
Senior Technician.....	\$ 96.00/hr
LIDAR Technician.....	\$ 98.00/hr
GPS Processing.....	\$108.00/hr
Field Coordinator.....	\$ 98.00/hr
Project Manager.....	\$165.00/hr
RPLS.....	\$145.00/hr
ATV (All Terrain Vehicle).....	\$ 65.00/day
Additional Survey Vehicle.....	\$ 70.00/day
LiDAR Terrestrial Scanner.....	\$100.00/day
UAV (Drone) Aerial Mapper.....	\$5,000.00/day
Mobile Mapper.....	\$9,000.00/day

Field crew rate include all equipment and overhead necessary to perform any survey related task. Office rates include all equipment and overhead necessary to do drafting, office computations, and other related office tasks. Fees and charges include complete insurance coverage, taxes, and benefits.

Agreement for Professional Services  
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**ATTACHMENT D**  
**County Road 129**  
**SWCA Hourly Rate Schedule**

<b>Classification</b>	<b>Rates</b>
<b>Planners / Environmental Specialist</b>	
Specialist I.....	\$ 67.00
Specialist II.....	\$ 79.00
Specialist III.....	\$ 89.00
Specialist IV.....	\$ 99.00
Specialist V.....	\$ 109.00
Specialist VI.....	\$ 119.00
Specialist VII.....	\$ 131.00
Specialist VIII.....	\$ 142.00
Specialist IX.....	\$ 153.00
Specialist X.....	\$ 171.00
Specialist XI.....	\$ 187.00
Specialist XII.....	\$ 205.00
<b>Management/Administration</b>	
M-1 Principal.....	\$ 285.00
M-1: Subject Matter Expert.....	\$ 210.00
X-2: Administrative Assistant V.....	\$ 89.00
X-5 Scheduler.....	\$ 67.00

Agreement for Professional Services  
Williamson County Road 129

Garver Project No.20T47003

**ATTACHMENT D**  
**County Road 129**  
**Terracon Consultants, Inc. Hourly Rate Schedule**

<b>Classification</b>	<b>Rates</b>
<b>Engineers/Geologists</b>	
E-1: Field Geologist, G.I.T.....	\$ 100.00
E-2: Field Engineer, E.I.T.....	\$ 105.00
E-3: Staff Engineer, E.I.T.....	\$ 115.00
E-4: Senior Staff Engineer, P.E.....	\$ 125.00
E-5: Project Engineer, P.E. / Project Manager.....	\$ 140.00
E-6: Senior Engineer, P.E. / Senior Project Manager.....	\$ 160.00
E-7: Senior Geologist, P.G.....	\$ 180.00
E-8: Principal Engineer, P.E.....	\$ 200.00
<b>Laboratory / Field Personnel</b>	
L-1: Laboratory Manager.....	\$ 145.00
L-2: Laboratory Coordinator / Draftsman.....	\$ 90.00
F-1: Field / Drilling Services Coordinator.....	\$ 80.00
<b>Management/Administration</b>	
M-1: Senior Principal / Officer / Consultant.....	\$ 255.00
X-1: Administrative Staff.....	\$ 55.00

Agreement for Professional Services  
Williamson County Road 129

Garver Project No.20T47003

ATTACHMENT D			
County Road 129			
Terracon Consultants, Inc. Hourly Rate Schedule			
1. Drilling			
1.1	Rig Mobilization	Per ea	\$545.00
1.2	Minimum Daily Rig Charge (only if drill depth rates below not used)	Per day	\$865.00
1.3	Soil Drilling (includes backfilling of boring)		
1.3.1	Soil Drilling 0' to 25' depth	Per ft	\$17.00
1.3.2	Soil Drilling 25' to 35' depth	Per ft	\$19.00
1.3.3	Soil Drilling 35' to 50' depth	Per ft	\$22.00
1.3.4	Standard Penetration Tests (SPT) (ASTM D 1586)	Per ea	\$26.00
1.3.5	Shelby Tube (Thin Wall/3") (ASTM D 1587)	Per ea	\$26.00
1.3.6	TxDOT Cone Penetrometer (TEX-132-E)	Per ea	\$35.00
1.4	Rock Drilling / Augering Surcharge		
1.4.1	Rock Augering Surcharge (to be added to soil drilling depth rates above only when rock is augered, but not cored)	Per ft	\$7.00
1.5	Rock Coring (includes backfilling of boring)		
1.5.1	Rock Coring 0' to 25' depth	Per ft	\$26.50
1.5.2	Rock Coring 25' to 35' depth	Per ft	\$28.00
1.5.3	Rock coring 35' to 50' depth	Per ft	\$31.50
1.5.4	Rock coring 50' to 65' depth	Per ft	\$35.50
1.5.5	Rock coring 65' to 80' depth	Per ft	\$40.50
1.6	Concrete Coring		
1.6.1	Trip Charges (round-trip)	Per ea	\$130.00
1.6.2	Equipment Charge	Per hr	\$52.50
1.6.3	Core Bit Surcharge (in addition to base equipment charge)		
1.6.3.1	3 - 3-inch diameter core	Per inch	\$10.50
1.6.3.2	4 - 4-inch diameter core	Per inch	\$12.50
1.6.3.3	6 - 6-inch diameter core	Per inch	\$15.50
1.6.4	Repair Core hole	Per ea	\$78.50
1.7	HMAC Coring		
1.7.1	Trip Charge (round-trip)	Per ea	\$130.00
1.7.2	Equipment Charge	Per hr	\$78.50
1.7.3	Repair Core hole with Cold Mix	Per ea	\$42.00
1.8	Support Truck	Per day	\$130.00
1.9	Water Truck	Per day	\$130.00
1.10	Hollow Stem Auger Surcharge (to be added to soil drilling depth rates above only when hollow stem augers are required)	Per ft	\$10.50
1.11	Groundwater Observation Well - 20' deep - Materials Only (other depths quoted upon request)	Per ea	\$630.00
1.12	Groundwater Observation Well - 20' deep - Completed Well with Concrete Pad and Lockable Cap (other depths quoted upon request)	Per ea	\$2,300.00
1.13	Steam Cleaner	Per day	\$315.00
1.14	Air Compressor	Per day	\$115.50
2. Laboratory Testing			
2.1	Moisture Content (ASTM D 2216)	Per ea	\$21.00
2.2	Moisture Content + Dry Density (ASTM D 2937)	Per ea	\$28.50
2.3	Atterberg Limits (ASTM D-4318; TEX-104-E, TEX 105-E and TEX-106-E)	Per ea	\$105.00
2.4	Hydrometer Analysis (ASTM D 422)	Per ea	\$210.00
2.5	No. 200 Sieve (ASTM D-1140; TEX-111-E)	Per ea	\$105.00
2.6	Particle Gradation: Including No. 200 sieve (ASTM D-422, TEX 110E)	Per ea	\$157.50
2.7	Particle Gradation: Including Hydrometer (ASTM D-422)	Per ea	\$230.00
2.8	Moisture Density Relationship: Standard Effort: 4" Mold (ASTM D 698 A & B)	Per ea	\$345.00
2.9	Moisture Density Relationship: Standard Effort: 6" Mold (ASTM D 698 C & D)	Per ea	\$345.00
2.10	Moisture Density Relationship: Modified Effort; 4" Mold (ASTM D 1557)	Per ea	\$345.00
2.11	Moisture Density Relationship: Modified Effort; 6" Mold (ASTM D 1557)	Per ea	\$345.00
2.12	Moisture Density Relationship: Base & Cohesionless Sand (TEX-113-E)	Per ea	\$455.00
2.13	Moisture Density Relationship: Subgrade & Embankment Soils (TEX 114 E) Part II	Per ea	\$383.00
2.14	Unconfined Compression Test - Cohesive Soils (ASTM D 2166)	Per ea	\$57.50
2.15	Unconfined Compression Test - Rock (ASTM D 7012-C)	Per ea	\$63.00
2.16	Consolidation		
2.16.1	Consolidation Test (ASTM D 2435) (up to 6 load increments)	Per ea	\$472.50
2.16.2	Each additional load increment in excess of 6	Per ea	\$52.50
2.17	Triaxial Unconsolidated-Undrained (UU) (ASTM D 2850) (per point)	Per ea	\$125.00
2.18	Triaxial Consolidated-Undrained (CU) with pore pressures (ASTM D 4767) (3 pts.)	Per ea	\$1,000.00
2.19	Triaxial Consolidated-Undrained (CU) with pore pressures (ASTM D 4767) multi-stage (3 pts)	Per stage	\$840.00
2.20	Direct Simple Shear CU, per point (ASTM D 6528)	Per ea	\$267.50
2.21	Direct Shear CD, per point (ASTM D 3080), includes extrusion, unit wt., and moisture	Per ea	\$267.50
2.22	Direct Shear CD with residual strength, per point, includes ext., unit wt., and moisture	Per ea	\$267.50
2.23	Shrinkage (Volumetric) (ASTM D 427, ASTM D 4943)	Per ea	\$267.50
2.24	Shrinkage (Bar Linear) (TEX-107-E)	Per ea	\$99.00
2.25	Swell Pressure (ASTM D 4546) Single Load	Per ea	\$155.00
2.26	Swell Pressure (ASTM D 4546) Multi-Load Increments	Per ea	\$420.00
2.27	Free Swell	Per ea	\$105.00
2.28	Controlled Pressure Swell	Per ea	\$420.00
2.29	PVR (TEX 124-E)	Per ea	\$155.00
Agreement for Professional Services		Garver Project No.20T47003	
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ATTACHMENT D			
County Road 129			
Terracon Consultants, Inc. Hourly Rate Schedule			
<b>2.30</b>	Texas Triaxial Compression Test (TEX-117E)		
2.30.1	Molding, Curing, and Testing 9 Specimens	Per ea	\$1,890.00
2.30.2	Sample Preparation (TEX-101-E)	Per ea	\$105.00
2.30.3	Sieve Analysis (TEX-110-E)	Per ea	\$157.00
2.30.4	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-10-E)	Per ea	\$105.00
2.30.5	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	\$105.00
2.30.6	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	\$99.00
2.30.7	Wet Ball Mill (TEX-116-E)	Per ea	\$420.00
2.31	Soil-Lime Relationship: PI Method (TEX-112-E, ASTM D 3551)	Per ea	\$400.00
2.32	Soil-Lime Relationship: PH Method (ASTM D 6276, ASTM D 3551)	Per ea	\$185.00
2.33	Soil Lime Compression Test (TEX-121-E, Part I; ASTM D 3551) (test includes 4 lime contents - each lime content involves 3 test specimens)	Per ea	\$1,300.00
2.34	Soil-Lime Compaction Testing (TEX-121-E, Part II)	Per ea	\$420.00
2.35	Atterberg Limits of Lime Treated (ASTM D 4318, ASTM D 3551)	Per ea	\$99.00
2.36	Sample Remolding	Per ea	\$78.00
2.37	Expansion, Shrinkage, and Uplift Pressure of Soil-Lime Mixtures (ASTM D-3877)	Per ea	\$315.00
2.38	California Bearing Ratio (CBR)		
2.38.1	CBR of Laboratory-Compacted Soils (ASTM D 1883)	Per ea	\$400.00
2.38.2	Each Additional Point	Per ea	\$78.50
<b>3. Miscellaneous Testing</b>			
3.1	Soluble Sulfate		
3.1.1	Soluble Sulfate (ASTM C88)	Per ea	\$84.00
3.1.2	Soluble Sulfate (Tex-145-E)	Per ea	\$115.00
3.2	Specific Gravity of Soils (TEX-108-E)	Per ea	\$78.00
3.3	Soil pH (TEX-128-E)	Per ea	\$52.00
3.4	Laboratory Resistivity (ASTM G-58, TEX 129-E)	Per ea	\$152.00
3.5	PH, Sulfate, Chloride & Resistivity	Per ea	\$197.50
3.6	Crumb Test of Clayey Soils (ASTM 6572)	Per ea	\$52.50
3.7	Organic Content		
3.7.1	Organic Content (ASTM D2974)	Per ea	\$63.00
3.7.2	Organic Content (Tex-148-E)	Per ea	\$89.00
3.8	Permeability		
3.8.1	Falling Head (ASTM D 5084)	Per ea	\$456.00
3.8.2	Constant Head (ASTM D 2434)	Per ea	\$472.50
Agreement for Professional Services			
Williamson County Road 129		Garver Project No.20T47003	

Attachment D  
County Road 129  
Contract Direct Expenses

Photocopies B/W (8 1/2" x 11")	each	\$	0.12
Photocopies B/W (11" x 17")	each	\$	0.20
Photocopies Color (8 1/2" x 11")	each	\$	0.75
Photocopies Color (11" x 17")	each	\$	1.50
Digital Ortho Plotting	sheet	\$	1.50
Blueline Prints (24" x 36")	each	\$	2.50
Bond Paper Plot (Blueline/Blackline)	linear foot	\$	9.00
Color Graphics on Foam Board	square foot	\$	20.00
Plots (B/W on Bond)	square foot	\$	6.00
Plots (Color on Bond)	square foot	\$	8.00
Plots (Color on Photographic Paper)	square foot	\$	5.00
Mylar Plot	square foot	\$	12.00
Mylar Plot (8 1/2" x 11")	sheet	\$	2.00
Mylar Plot (11" x 17")	sheet	\$	4.18
Mylar Plot (22" x 34")	sheet	\$	12.00

Agreement for Professional Services  
Williamson County Road 129

Garver Project No. 20T47003

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

## **EXHIBIT E**

### **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

#### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.



## **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

## **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**EXHIBIT F**

**CERTIFICATES OF INSURANCE**

**ATTACHED BEHIND THIS PAGE**

**Commissioners Court - Regular Session****28.****Meeting Date:** 04/21/2020

Awarding RFQ #2451-13-14-15 CR 314/CR 332

**Submitted For:** Randy Barker**Submitted By:** Thomas Skiles,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding RFQ #2451-13-14-15 Planning and Design of Road Bond Projects - CR 314 at IH-35, CR 314 (IH35 to East of CR 332) and CR 332 (FM 487 - CR 313), Road Bond Project #3.10, 3.11 & 3.12, to the overall most qualified firm Seiler Lankes Group, LLC. and authorizing execution of the agreement. Funding source P364 and P366.

**Background**

Purchasing solicited sealed statements of qualifications for Planning and Design of Road Bond Projects. 68 firms participated in the solicitations of which 31 firms submitted for the projects specified in the RFQ. Evaluations were held for the design projects. After the evaluation phase, it was determined that SLG is the most qualified firm to provide the services required by the County for CR 314/CR 332 Road Bond Project #3.10, 3.11 and 3.12. Total contract amount will be \$1,500,000.00. Department point of contact is Terron Evertson.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Award Letter

Contract

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 04/16/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

04/16/2020 09:39 AM

04/16/2020 10:20 AM

Started On: 04/15/2020 07:48 AM



March 13, 2020

Mr. Randy Barker  
Williamson County Purchasing Department  
100 Wilco Way, P101  
Georgetown, TX 78626


Subject: Recommendation for RFQ 2451 Planning and Design of Road Bond  
Projects: 3.10 CR 314 Safety Improvements, 3.11 CR 314 Widening & 3.12 CR  
332 Realignment

Based on the attached supporting documentation, the Planning and Design of  
Road Bond Projects Selection Committee recommends the selection of Seiler  
Lankes Group which was the top ranked firm from the evaluation process.

Thirty one firms were evaluated on March 9, 2020 by the following Selection  
Committee:

Please feel free to contact me if you have any questions.

Sincerely,



J. Terron Evertson, P.E.  
County Engineer

Cc: Commissioner Valerie Covey, Pct 3

Williamson County  
3151 S.E. Inner Loop  
Georgetown, TX 78626  
512.943.3330



EVALUATION - Planning & Design of Road Bond Projects - 3.10, 3.11 & 3.12 DESIGN PROJECT  
RFC 2451

DATE: March 9, 2020

Mandatory Criteria	Maximum Score Points	Aguirre & Fields	Alliance Transportation Group	American Structuralpoint	Alkins North	BGE	Binkley & Burfield	Bridgeman & Associates	CONSON Engineers	CP&Y	Dannenbaum	Dunaway Associates	Garver	Hoff Associates	HDR Engineering	Hull-Zollers	Johnson, Minton & Thompson	Jones Carter	K Friess + Associates	KC Engineering	Kimley-Horn & Associates	LJA Engineering	LMV	M&S	Pape-Dawson Engineers	PG&L	Redington Transportation Group	RPS	RS&H	Seiler Larkins Group	Wadman Group	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail																															
PM	50	35	45	45	45	45	45	45	45	45	45	45	45	45	45	45	40	45	45	45	45	45	45	45	45	45	45	45	45	45	45	
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	45	45	45	45	45	45	45	45	45	45	40	40	40	40	45	40	45	45	40	45	45	45	45	45	45	45	45	45	45	45	
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	40	45	45	45	45	45	45	40	45	40	35	40	45	45	45	35	40	45	45	40	40	40	45	40	45	45	45	40	45	40	
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	40	40	40	40	45	40	40	30	40	45	35	40	40	45	40	40	40	40	40	35	45	40	40	40	40	40	40	40	40	40	
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	45	30	10	10	10	10	10	45	10	10	30	45	10	10	10	10	20	10	20	30	10	45	20	45	45	10	30	45	45	10	10
Understanding of Corridor, I from US 183 to SH 29 (and to Burnet County line) project ONLY	50	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	
TOTAL	350	283	235	255	255	273	255	265	285	265	280	265	290	260	265	260	245	270	260	275	270	260	295	275	290	285	280	280	280	280	280	280

**WILLIAMSON COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**FIRM:**       **Seiler Lankes Group, LLC** (“Engineer”)

**ADDRESS:**   **345 Cypress Creek Rd, Suite 101, Cedar Park Tx 78613**

**PROJECT:**   Planning and design of Road Bond Projects 3.10, 3.11 CR 314 – IH 35 to 0.96 miles  
East of CR 332 and 3.12 CR 332 Realignment from FM 487 to CR 313 (“Project”)

**THE STATE OF TEXAS**                               §

§

**COUNTY OF WILLIAMSON**                       §

**THIS CONTRACT FOR ENGINEERING SERVICES** (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

**ARTICLE 2**  
**NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST**  
**PROHIBITED**

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.



**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

### **ARTICLE 3** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. \_\_\_\_", to authorize the Engineer to perform one or more tasks of the Engineering Services. 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, definite review times by County and Engineer of all Engineering Services 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 Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

### **ARTICLE 4** **CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one-million five hundred thousand Dollars (\$1,500,000.00)** (the "Compensation Cap"), 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. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.



Upon submittal of the initial invoice, Engineer shall provide the County Auditor 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.

## **ARTICLE 7**

### **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## **ARTICLE 8**

### **COMMENCEMENT OF ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager  
Attn: Michael Weaver  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78664\_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Gerald Lankes, PE  
345 Cypress Creek Road, suite 101  
Suite 101  
Cedar Park, Texas 78613

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which



case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## **ARTICLE 10**

### **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## **ARTICLE 11**

### **SUSPENSION**

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12**

### **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13**

### **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

#### **ARTICLE 14**

#### **CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

#### **ARTICLE 15**

#### **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 16**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. 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 reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## **ARTICLE 17**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## **ARTICLE 18**

### **REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work 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 Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County 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.

**F. County's Reliance on Engineer.** ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

- A. By mutual agreement and consent, in writing, of both parties.
- B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.



**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

**ARTICLE 24**  
**ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 25**  
**INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. 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.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

**E. Insurance Company Rating.** 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.

**F. Certification of Coverage.** 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. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing Department  
100 Wilco Way  
Suite P101  
Georgetown, TX. 78626

With copy to:

Williamson County Auditor's Office  
Attn: Contracts Auditor  
901 South Austin Avenue  
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## **ARTICLE 26**

### **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## **ARTICLE 27**

### **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 28**  
**SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, 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 Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further 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.

**ARTICLE 31**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager  
Attn: Michael Weaver  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78664

and to: Office of General Counsel  
Williamson County  
710 Main Street, Suite 102  
Georgetown, Texas 78626

**Engineer:** Seiler Lankes Group, LLC  
Gerald Lankes, PE  
345 Cypress Creek Rd. Suite 101  
Cedar Park, Texas 78613

## **ARTICLE 32**

### **GENERAL PROVISIONS**

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing



under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. 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 Contract, 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 Contract.

**H. Gender, Number and Headings.** Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

### **ARTICLE 33** **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

#### **ARTICLE 34**

#### **EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract



sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

### **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

### **COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell Jr., County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

 04/10/2020

**ENGINEER**

Seiler Lankes Group, LLC

By  \_\_\_\_\_

Printed Name: Gerald Lankes

Title: CEO

Date: April \_6, 2020

### **LIST OF EXHIBITS ATTACHED**

- |                      |   |
|----------------------|---|
| (1) <b>Exhibit A</b> | Debarment Certification                       |
| (2) <b>Exhibit B</b> | Engineering Services                          |
| (3) <b>Exhibit C</b> | Work Authorization                            |
| (4) <b>Exhibit D</b> | Rate Schedule                                 |
| (5) <b>Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| (6) <b>Exhibit F</b> | Certificates of Insurance                     |

**EXHIBIT A  
DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and
- (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Seiler Lankes Group, LLC

Name of Firm

  
Signature of Certifying Official

Gerald Lankes

Printed Name of Certifying Official

CEO

Title of Certifying Official

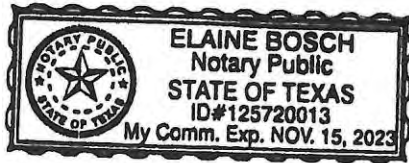
April 6, 2020

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Gerald Lankes  
the 6<sup>th</sup> of March 2020, on behalf of  
said firm.



A handwritten signature in blue ink, appearing to read "Elaine Bosch", written over a horizontal line.

Notary Public in and for the  
State of Texas

My commission expires: 11/15/2023



## EXHIBIT B

### ENGINEERING SERVICES

**General Work Description:** Provide engineering services and planning to develop CR 314 at IH-35, CR 314 (IH35 to East of CR 332), and CR 332 (FM 486 to CR 313) Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 - SURVEYING

TASK 5 - ROW MAPPING

TASK 6 - ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 7 - GEOTECHNICAL SERVICES

TASK 8 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 9 - CONSTRUCTION PHASE SERVICES



## **EXHIBIT C**

### **WORK AUTHORIZATION**

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO.** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 20\_\_\_\_ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and \_\_\_\_\_ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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 Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

[Insert Company Name HERE]

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

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

COUNTY:

Williamson County, Texas

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

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

#### LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule



**Exhibit D  
Rate Schedule**

**Seller Lankes Group, LLC**

LABOR CLASSIFICATION		CONTRACT RATE	
Project Principal		\$248.84	
Senior Project Manager		\$235.01	
Project Manager		\$207.36	
Senior Engineer		\$193.54	
Project Engineer		\$152.07	
Engineering Specialist		\$132.71	
Design Engineer		\$124.42	
Engineer in Training		\$96.77	
Senior Engineering Technician		\$110.59	
Engineering Technician		\$88.47	
Junior Technician		\$77.42	
Senior CADD Operator		\$91.24	
CADD Operator		\$71.89	
Senior Administrator		\$69.12	
Clerical		\$55.30	

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Consultant Firm Name:  
Prime or Sub:

Cox McLain Envl. Cons.  
Sub

Discipline	Proposal - Initial Year
	Loaded Rate (\$/HR)
Principal-in-Charge	\$ 165.00
Project Manager	\$ 150.00
Senior GIS Operator	\$ 95.00
GIS Operator	\$ 85.00
GIS Technician	\$ 75.00
Senior Geologist	\$ 110.00
Geologist	\$ 90.00
Senior Environmental Planner	\$ 130.00
Environmental Planner IV	\$ 110.00
Environmental Planner III	\$ 95.00
Environmental Planner I/II	\$ 85.00
Senior Environmental Scientist	\$ 110.00
Environmental Scientist IV	\$ 95.00
Environmental Scientist III	\$ 85.00
Environmental Scientist I/II	\$ 75.00
Senior Biologist	\$ 110.00
Biologist IV	\$ 95.00
Biologist III	\$ 85.00
Biologist I/II	\$ 75.00
Senior Archeologist-Principal Investigator	\$ 110.00
Archeologist IV	\$ 95.00
Archeologist III	\$ 85.00
Archeologist I/II	\$ 75.00
Senior Field Tech (Envrionmental, Biological, Archeological)	\$ 55.00
Field Tech (Envrionmental, Biological, Archeological)	\$ 45.00
Senior Architectural Historian	\$ 115.00
Architectural Historian	\$ 90.00
Environmental Inspector	\$ 85.00
Admin/Clerical	\$ 65.00

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**SUB-PROVIDER NAME:** CP&Y, Inc

Labor/Staff Classification	Contract Rate
Quality Manager	\$ 174.00
Senior Engineer	\$ 224.00
Project Engineer	\$ 191.00
Design Engineer	\$ 158.00
Engineer-in-Training	\$ 121.00
Senior Engineer Tech	\$ 154.00
Engineer Tech	\$ 111.00
Senior Environmental Planner	\$ 245.00
Environmental Planner IV	\$ 174.00
Environmental Planner I/II	\$ 111.00
Senior Environmental Scientist	\$ 174.00
Environmental Scientist IV	\$ 154.00
Environmental Scientist III	\$ 121.00
Environmental Scientist I/II	\$ 111.00
Senior Architectural Historian	\$ 148.00
Architectural Historian	\$ 107.00
Admin/Clerical	\$ 121.00
Senior GIS Operator	\$ 111.00
GIS Operator	\$ 101.00
Contract Rates include labor, overhead, and profit.	

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”.

Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.



## **Exhibit D - Rate Schedule CL Gann**

<b>Drainage Engineering</b>	<b>Billing Rate (Per Hour)</b>
Project Manager	\$250.00
Quality Manager	\$240.00
Senior Engineer	\$225.00
Project Engineer	\$180.00
Design Engineer	\$150.00
Engineer-in-Training (EIT)	\$125.00
Senior Engineering Technician	\$135.00
Engineering Technician	\$125.00
Admin/Clerical	\$90.00

<b>Direct Expenses</b>	<b>Billing Rate (Per Unit)</b>
Photocopies B/W (8 1/2" X 11") (per page)	\$0.10
Photocopies Color (8 1/2" X 11") (per page)	\$0.75
Photocopies B/W (11" X 17") (per page)	\$0.32
Photocopies Color (11" X 17") (per page)	\$1.50

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates".

Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.



## INLAND GEODETICS, LLC

### SURVEY HOURLY RATE SCHEDULE

#### Field Crew Services

Two (2) Person Field Crew	\$150.00 per hour
Three (3) Person Field Crew	\$170.00 per hour
Four (4) Person Field Crew	\$190.00 per hour
Additional Crewmember	\$ 54.00 per hour
GPS Field Operator & Vehicle & GPS Receiver	\$120.00 per hour
All Terrain Vehicle	\$ 55.00 per day
Additional Vehicle	\$ 60.00 per day

Crew Rates include one four wheel drive vehicle. There is no mileage charge for fully equipped field vehicles when the job site is within 50 miles of the office from which the survey crew originates. Field crew stand by time will be charged at stated rates. Field party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

#### Office Personnel Services

Office personnel are available at fixed hourly rates

Project Manager	\$140.00 per hour
Licensed State Land Surveyor	\$150.00 per hour
Registered Professional Land Surveyor	\$135.00 per hour
Survey Technician	\$ 102.00 per hour
Clerical Support	\$ 58.00 per hour

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

GEOTECHNICAL ENGINEERING SERVICES - 2020 RATES FOR WILLIAMSON COUNTY			
Consultant Name: Terracon Consultants, Inc.		Unit	Rate
<b>0. Personnel</b>			
0.1	Senior Principal / Officer / Consultant, P.E.	Per hr	\$255.00
0.2	Principal Engineer, P.E.	Per hr	\$200.00
0.3	Senior Geologist, P.G.	Per hr	\$180.00
0.4	Senior Engineer, P.E. / Senior Project Manager	Per hr	\$160.00
0.5	Project Engineer, P.E. / Project Manager	Per hr	\$140.00
0.6	Senior Staff Engineer, P.E.	Per hr	\$125.00
0.7	Staff Engineer, E.I.T.	Per hr	\$115.00
0.8	Field Engineer, E.I.T.	Per hr	\$105.00
0.9	Field Geologist, G.I.T	Per hr	\$100.00
0.10	Laboratory Manager	Per hr	\$145.00
0.11	Laboratory Coordinator / Draftsman	Per hr	\$90.00
0.12	Field / Drilling Services Coordinator	Per hr	\$80.00
0.13	Administrative Staff	Per hr	\$55.00
<b>1. Drilling</b>			
1.1	Rig Mobilization	Per ea	\$545.00
1.2	Minimum Daily Rig Charge (only if drill depth rates below not used)	Per day	\$865.00
1.3	<b>Soil Drilling (includes backfilling of boring)</b>		
1.3.1	Soil Drilling 0' to 25' depth	Per ft	\$17.00
1.3.2	Soil Drilling 25' to 35' depth	Per ft	\$19.00
1.3.3	Soil Drilling 35' to 50' depth	Per ft	\$22.00
1.3.4	Standard Penetration Tests (SPT) (ASTM D 1586)	Per ea	\$26.00
1.3.5	Shelby Tube (Thin Wall/3") (ASTM D 1587)	Per ea	\$26.00
1.3.6	TxDOT Cone Penetrometer (TEX-132-E)	Per ea	\$35.00
1.4	<b>Rock Drilling / Augering Surcharge</b>		
1.4.1	Rock Augering Surcharge (to be added to soil drilling depth rates above only when rock is augered, but not cored)	Per ft	\$7.00
1.5	<b>Rock Coring (includes backfilling of boring)</b>		
1.5.1	Rock Coring 0' to 25' depth	Per ft	\$26.50
1.5.2	Rock Coring 25' to 35' depth	Per ft	\$28.00
1.5.3	Rock coring 35' to 50' depth	Per ft	\$31.50
1.5.4	Rock coring 50' to 65' depth	Per ft	\$35.50
1.5.5	Rock coring 65' to 80' depth	Per ft	\$40.50
1.6	<b>Concrete Coring</b>		
1.6.1	Trip Charges (round-trip)	Per ea	\$130.00
1.6.2	Equipment Charge	Per hr	\$52.50
1.6.3	<b>Core Bit Surcharge (in addition to base equipment charge)</b>		
1.6.3.1	3-inch diameter core	Per inch	\$10.50
1.6.3.2	4-inch diameter core	Per inch	\$12.50
1.6.3.3	6-inch diameter core	Per inch	\$15.50
1.6.4	Repair Core hole	Per ea	\$78.50
1.7	<b>HMAC Coring</b>		
1.7.1	Trip Charge (round-trip)	Per ea	\$130.00
1.7.2	Equipment Charge	Per hr	\$78.50
1.7.3	Repair Core hole with Cold Mix	Per ea	\$42.00
1.8	Support Truck	Per day	\$130.00
1.9	Water Truck	Per day	\$130.00
1.10	Hollow Stem Auger Surcharge (to be added to soil drilling depth rates above only when hollow stem augers are required)	Per ft	\$10.50
1.11	Groundwater Observation Well - 20' deep - Materials Only (other depths quoted upon request)	Per ea	\$630.00
1.12	Groundwater Observation Well - 20' deep - Completed Well with Concrete Pad and Lockable Cap (other depths quoted upon request)	Per ea	\$2,300.00
1.13	Steam Cleaner	Per day	\$315.00
1.14	Air Compressor	Per day	\$115.50

GEOTECHNICAL ENGINEERING SERVICES - 2020 RATES FOR WILLIAMSON COUNTY			
Consultant Name: Terracon Consultants, Inc.		Unit	Rate
<b>2. Laboratory Testing</b>			
2.1	Moisture Content (ASTM D 2216)	Per ea	\$21.00
2.2	Moisture Content + Dry Density (ASTM D 2937)	Per ea	\$28.50
2.3	Atterberg Limits (ASTM D-4318; TEX-104-E, TEX 105-E and TEX-106-E)	Per ea	\$105.00
2.4	Hydrometer Analysis (ASTM D 422)	Per ea	\$210.00
2.5	No. 200 Sieve (ASTM D-1140; TEX-111-E)	Per ea	\$105.00
2.6	Particle Gradation: Including No. 200 sieve (ASTM D-422, TEX 110E)	Per ea	\$157.50
2.7	Particle Gradation: Including Hydrometer (ASTM D-422)	Per ea	\$230.00
2.8	Moisture Density Relationship: Standard Effort: 4" Mold (ASTM D 698 A & B)	Per ea	\$345.00
2.9	Moisture Density Relationship: Standard Effort: 6" Mold (ASTM D 698 C & D)	Per ea	\$345.00
2.10	Moisture Density Relationship: Modified Effort; 4" Mold (ASTM D 1557)	Per ea	\$345.00
2.11	Moisture Density Relationship: Modified Effort; 6" Mold (ASTM D 1557)	Per ea	\$345.00
2.12	Moisture Density Relationship: Base & Cohesionless Sand (TEX-113-E)	Per ea	\$455.00
2.13	Moisture Density Relationship: Subgrade & Embankment Soils (TEX 114 E) Part II	Per ea	\$383.00
2.14	Unconfined Compression Test - Cohesive Soils (ASTM D 2166)	Per ea	\$57.50
2.15	Unconfined Compression Test - Rock (ASTM D 7012-C)	Per ea	\$63.00
2.16	Consolidation		
2.16.1	Consolidation Test (ASTM D 2435) (up to 6 load increments)	Per ea	\$472.50
2.16.2	Each additional load increment in excess of 6	Per ea	\$52.50
2.17	Triaxial Unconsolidated-Undrained (UU) (ASTM D 2850) (per point)	Per ea	\$125.00
2.18	Triaxial Consolidated-Undrained (CU) with pore pressures (ASTM D 4767) (3 pts.)	Per ea	\$1,000.00
2.19	Triaxial Consolidated-Undrained (CU) with pore pressures (ASTM D 4767) multi-stage (3 pts)	Per stage	\$840.00
2.20	Direct Simple Shear CU, per point (ASTM D 6528)	Per ea	\$267.50
2.21	Direct Shear CD, per point (ASTM D 3080), includes extrusion, unit wt., and moisture	Per ea	\$267.50
2.22	Direct Shear CD with residual strength, per point, includes ext., unit wt., and moisture	Per ea	\$267.50
2.23	Shrinkage (Volumetric) (ASTM D 427, ASTM D 4943)	Per ea	\$267.50
2.24	Shrinkage (Bar Linear) (TEX-107-E)	Per ea	\$99.00
2.25	Swell Pressure (ASTM D 4546) Single Load	Per ea	\$155.00
2.26	Swell Pressure (ASTM D 4546) Multi-Load Increments	Per ea	\$420.00
2.27	Free Swell	Per ea	\$105.00
2.28	Controlled Pressure Swell	Per ea	\$420.00
2.29	PVR (TEX 124-E)	Per ea	\$155.00
2.30	Texas Triaxial Compression Test (TEX-117E)		
2.30.1	Molding, Curing, and Testing 9 Specimens	Per ea	\$1,890.00
2.30.2	Sample Preparation (TEX-101-E)	Per ea	\$105.00
2.30.3	Sieve Analysis (TEX-110-E)	Per ea	\$157.00
2.30.4	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-10-E)	Per ea	\$105.00
2.30.5	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	\$105.00
2.30.6	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	\$99.00
2.30.7	Wet Ball Mill (TEX-116-E)	Per ea	\$420.00
2.31	Soil-Lime Relationship: PI Method (TEX-112-E, ASTM D 3551)	Per ea	\$400.00
2.32	Soil-Lime Relationship: PH Method (ASTM D 6276, ASTM D 3551)	Per ea	\$185.00
2.33	Soil Lime Compression Test (TEX-121-E, Part I; ASTM D 3551) (test includes 4 lime contents - each lime content involves 3 test specimens)	Per ea	\$1,300.00
2.34	Soil-Lime Compaction Testing (TEX-121-E, Part II)	Per ea	\$420.00
2.35	Atterberg Limits of Lime Treated (ASTM D 4318, ASTM D 3551)	Per ea	\$99.00
2.36	Sample Remolding	Per ea	\$78.00
2.37	Expansion, Shrinkage, and Uplift Pressure of Soil-Lime Mixtures (ASTM D-3877)	Per ea	\$315.00
2.38	California Bearing Ratio (CBR)		
2.38.1	CBR of Laboratory-Compacted Soils (ASTM D 1883)	Per ea	\$400.00
2.38.2	Each Additional Point	Per ea	\$78.50
<b>3. Miscellaneous Testing</b>			
3.1	Soluble Sulfate		
3.1.1	Soluble Sulfate (ASTM C88)	Per ea	\$84.00

GEOTECHNICAL ENGINEERING SERVICES - 2020 RATES FOR WILLIAMSON COUNTY				
Consultant Name: Terracon Consultants, Inc.			Unit	Rate
	3.1.2	Soluble Sulfate (Tex-145-E)	Per ea	\$115.00
3.2		Specific Gravity of Soils (TEX-108-E)	Per ea	\$78.00
3.3		Soil pH (TEX-128-E)	Per ea	\$52.00
3.4		Laboratory Resistivity (ASTM G-58, TEX 129-E)	Per ea	\$152.00
3.5		PH, Sulfate, Chloride & Resistivity	Per ea	\$197.50
3.6		Crumb Test of Clayey Soils (ASTM 6572)	Per ea	\$52.50
3.7		Organic Content		
	3.7.1	Organic Content (ASTM D2974)	Per ea	\$63.00
	3.7.2	Organic Content (Tex-148-E)	Per ea	\$89.00
3.8		Permeability		
	3.8.1	Falling Head (ASTM D 5084)	Per ea	\$456.00
	3.8.2	Constant Head (ASTM D 2434)	Per ea	\$472.50



## **EXHIBIT D**

### **RATE SCHEDULE**

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

## **EXHIBIT E**

### **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

#### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

## **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

## **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.



- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**Commissioners Court - Regular Session****29.****Meeting Date:** 04/21/2020

Awarding RFQ #3412 Asphalt Sampling, Testing and Inspection

**Submitted For:** Randy Barker**Submitted By:** Thomas Skiles,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding RFQ #3412 Asphalt Sampling, Testing and Inspection to the overall most qualified firms PaveTex Engineering, LLC. & Rodriguez Engineering Laboratories, LLC. and authorizing execution of the agreements.

**Background**

Purchasing solicited sealed statements of qualifications for Asphalt Sampling, Testing and Inspection. 31 firms participated in the solicitation of which 5 firms responded. The 5 firms were determined to be responsive and were evaluated. After a thorough evaluation, it was determined that PaveTex Engineering and REL are the most qualified firms to provide the services required by the county. Contract amounts will be \$400,000.00 for Road and Bridge Services and \$300,000.00 for Road Bond Services for each of the firms which will be deployed depending on availability at the time the need arises. Department point of contact is Bob Daigh. Funding source will be 01.0200.0210.004100 and 2019 Road Bond.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Award Letter

PaveTex Road Bond Contract

PaveTex R&amp;B Contract

REL Road Bond Contract

REL R&amp;B Contract

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 04/16/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

04/16/2020 09:45 AM

04/16/2020 10:27 AM

Started On: 04/15/2020 07:56 AM





March 6, 2020

Mr. Randy Barker  
Williamson County Purchasing Department  
100 Wilco Way, P101  
Georgetown, TX 78626

Subject: Recommendation for RFQ 3412 Asphalt Sampling, Testing and Inspection

Based on the attached supporting documentation, the Asphalt Sampling, Testing and Inspection Selection Committee recommends the selection of PaveTex Engineering LLC and Rodriguez Engineering Laboratories LLC which were the top ranked firms from the evaluation process.

Five firms were evaluated on March 3, 2020 by the following Selection Committee:

Please feel free to contact me if you have any questions.

Sincerely,

Robert B. Daigh, P.E.  
Sr. Director of Infrastructure

Cc: Commissioner Terry Cook, Pct 1

Williamson County  
3151 S.E. Inner Loop  
Georgetown, TX 78626  
512.943.3330

# EVALUATION - Asphalt Sampling, Testing and Inspection

RFQ 3412

DATE: March 3, 2020

Evaluation Criteria	Maximum Score Points	ETTL Engineers & Consultants, Inc.	Fugro USA Land, Inc.	Pavetex Engineering, LLC	Raba Kistner, Inc.	Rodriguez Engineering Laboratories LLC
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	P	P	P	P	P
Experience of the Firm in Providing Liquid Asphalt Testing Services in Central Texas	40	10	10	40	10	40
Experience of the Firm Staff in Providing Asphalt Pavement Inspection and Testing in Central Texas	40	25	30	30	30	30
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	20	15	15	15	15	15
<b>TOTAL</b>	<b>100</b>	<b>50</b>	<b>55</b>	<b>85</b>	<b>55</b>	<b>85</b>


**WILLIAMSON COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** PavTex Engineering, LLC (“Engineer”)  
**ADDRESS:** 3989 Hwy 290 East, Dripping Springs, TX 78620  
**PROJECT:** 2019 Road Bond Program “On-Call” Materials Testing & Geotechnical Engineering Services (“Project”)

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

**THIS CONTRACT FOR ENGINEERING SERVICES** (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

**ARTICLE 2**  
**NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST**  
**PROHIBITED**

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

### **ARTICLE 3** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. \_\_\_\_\_", to authorize the Engineer to perform one or more tasks of the Engineering Services. 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, definite review times by County and Engineer of all Engineering Services 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 Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

### **ARTICLE 4** **CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **three-hundred thousand Dollars (\$300,000.00)** (the "Compensation Cap"), 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. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.



Upon submittal of the initial invoice, Engineer shall provide the County Auditor 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.

## **ARTICLE 7**

### **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## **ARTICLE 8**

### **COMMENCEMENT OF ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.



**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager  
Attn: Michael Weaver  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78664\_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Dale A. Rand, PE  
3989 Hwy 290 East  
Dripping Springs, TX 78620

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## **ARTICLE 10**

### **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## **ARTICLE 11**

### **SUSPENSION**

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12**

### **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13**

### **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

#### **ARTICLE 14** **CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

#### **ARTICLE 15** **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 16**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. 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 reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## **ARTICLE 17**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## **ARTICLE 18**

### **REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work 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 Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County 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.

**F. County's Reliance on Engineer.** ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED



TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

**ARTICLE 24**  
**ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 25**  
**INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. 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.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

**E. Insurance Company Rating.** 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.

**F. Certification of Coverage.** 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. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing Department  
100 Wilco Way  
Suite P101  
Georgetown, TX. 78626

With copy to:

Williamson County Auditor's Office  
Attn: Contracts Auditor  
901 South Austin Avenue  
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## **ARTICLE 26**

### **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## **ARTICLE 27**

### **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 28**  
**SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, 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 Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further 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.

**ARTICLE 31**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager  
Attn: Michael Weaver  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78664

and to: Office of General Counsel  
Williamson County  
710 Main Street, Suite 102  
Georgetown, Texas 78626

**Engineer:** PaveTex Engineering, LLC  
Dale A. Rand, PE  
3989 Hwy 290 East  
Dripping Springs, TX 78620

## **ARTICLE 32**

### **GENERAL PROVISIONS**

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. 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 Contract, 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 Contract.

**H. Gender, Number and Headings.** Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

### **ARTICLE 33** **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.



Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

#### **ARTICLE 34**

#### **EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

#### **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

#### **COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell Jr., County Judge

Date: \_\_\_\_\_, 20\_\_\_\_



04/10/2020

**ENGINEER**

PaveTex Engineering, LLC

By 

Printed Name: Maghsoud Tahmoressi, PE

Title: President

Date: March 12<sup>th</sup>, 2020

### **LIST OF EXHIBITS ATTACHED**

- |                      |   |
|----------------------|---|
| <b>(1) Exhibit A</b> | Debarment Certification                       |
| <b>(2) Exhibit B</b> | Engineering Services                          |
| <b>(3) Exhibit C</b> | Work Authorization                            |
| <b>(4) Exhibit D</b> | Rate Schedule                                 |
| <b>(5) Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| <b>(6) Exhibit F</b> | Certificates of Insurance                     |

**EXHIBIT A**  
**DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§

§

**COUNTY OF WILLIAMSON**

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

PaveTex Engineering, LLC

Name of Firm

  
Signature of Certifying Official

Maghsoud Tahmoressi, PE

Printed Name of Certifying Official

President

Title of Certifying Official

March 12, 2020

Date

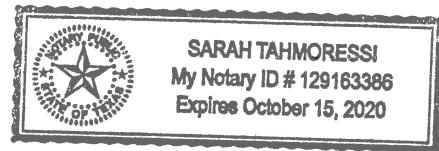
(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Maghsood Tahmouressi  
the President of FaveTex, on behalf of  
said firm.

Sarah Tahmouressi  
Notary Public in and for the  
State of Texas

My commission expires: 10/15/2020



## EXHIBIT B

### ENGINEERING SERVICES

**General Work Description:** Provide On-Call Asphalt Sampling, Testing and Inspection which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND  
CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES



## **EXHIBIT C**

### **WORK AUTHORIZATION**

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO.** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 20\_\_\_\_ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and \_\_\_\_\_ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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 Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.



EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

[Insert Company Name HERE]

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

Signature

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

\_\_\_\_\_  
Title

COUNTY:

Williamson County, Texas

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

Signature

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

\_\_\_\_\_  
Title

#### LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## **EXHIBIT D**

### **RATE SCHEDULE**

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D  
Rate Schedule  
**Williamson County 2020 Price List**

Field Technician	Unit	Unit Cost	
		Reg.	OT
1A TXAPA	hr.	\$70	\$83
1B TXAPA	hr.	\$70	\$83
Soils TXAPA SB102	hr.	\$70	\$83
Concrete	hr.	\$70	\$83
Nuclear Gauge Calibration	hr.	\$80	
Concrete Plant/ Truck Inspection	hr.	\$80	
Asphalt Distributor Calibration	hr.	\$80	
Senior Professional Engineer	hr.	\$207	
Professional Engineer	hr.	\$154	
EIT	hr.	\$90	
Project Manager	hr.	\$104	
Administrative Assistant	hr.	\$48	

Field Testing Equipment (2 Hr Min, Tech Time Not Included)	Unit	Unit Cost
<b>HMAC Coring</b>		
Coring Equipment Mobilization	trip	\$80
0"-6" Depth & 6" $\phi$ (incl. Patching & Sample Prep)	ea.	\$101
> 6"-10" Depth & 6" $\phi$ (incl. Patching & Sample Prep)	ea.	\$117
> 10"-14" Depth & 6" $\phi$ (incl. Patching & Sample Prep)	ea.	\$159
> 14" Depth & 6" $\phi$ (incl. Patching & Sample Prep)	ea.	\$4.25/ in. over 14"
<b>Concrete Coring</b>		
Mileage- State Allowable Rate (Portal to Portal)	mile	Current IRS Rate
Concrete Coring Equipment	hr.	\$58.00
Concrete Core Bit Charges		
3" Diameter Core	in.	\$6
4" Diameter Core	in.	\$7
6" Diameter Core	in.	\$9
<b>Geotechnical Drilling/Sampling</b>		
Mileage- State Allowable Rate (Portal to Portal)	mile	Current IRS Rate
PaveTex Geotechnical Rig	hr.	\$85
HQ Sample Boxes	ea.	\$15
Full Geotechnical Drilling to extended depths with	Quote	Cost
<b>Pavement Evaluation</b>		
High Speed Profile (Mobilization)	ea.	\$150
High Speed Profile portal to portal and testing (4 hr. min.)	hr.	\$150

<b>Soils &amp; Aggregates (100-E Series)</b>			
Test For	Test Method	Unit	Unit Cost
Sample Preparation	Tex-101-E	ea.	\$53
Moisture Content	Tex-103-E	ea.	\$27
Atterberg Limits	Tex-104-E, 105-E & 106-E	ea.	\$87
Linear Bar Shrinkage	Tex-107-E	ea.	\$75
Specific Gravity of Soils	Tex-108-E	ea.	\$90
Sieve Analysis	Tex-110-E, Pt. 1	ea.	\$75
Sieve Analysis	Tex-110-E, Pt. 2	ea.	\$90
Determining the amount of material in soils finer the	Tex-111-E	ea.	\$45
Moisture- Density Relationship	Tex-113-E, ASTM D1557	ea.	\$371
Moisture- Density Relationship	Tex-114-E, ASTM D698	ea.	\$265
Wet Ball Mill	Tex-116-E	ea.	\$265
Texas Triaxial Compression	Tex-117-E, Pt. 1	ea.	\$1,825
Full Triaxial Testing *	* See Note	ea.	\$2,100
Soil- Cement Testing	Tex-120-E, Pt. 1	ea.	\$1,166
Soil- Cement Testing	Tex-120-E, Pt. 2	ea.	\$318

## Williamson County 2020 Price List

Soils & Aggregates (100-E Series) - cont.			
Test For	Test Method	Unit	Unit Cost
Soil- Lime Testing	Tex-121-E, Pt. 1	ea.	\$1,166
Soil- Lime Testing	Tex-121-E, Pt. 2	ea.	\$318
Lime-Fly Ash Compression	Tex-127-E	ea.	\$1,166
Soil pH	Tex-128-E	ea.	\$53
Resistivity	Tex-129-E	ea.	\$318
Measuring Thickness of Pavement Layer	Tex-140-E	ea.	\$53
Laboratory Classification of Soils for Engineering	Tex-142-E	ea.	\$10
Tube Suction Test	Tex-144-E	ea.	\$106
Sulfate Content	Tex-145-E	ea.	\$239
Conductivity of Soils	Tex-146-E	ea.	\$27
Soil Organic Content Using UV-Vis Method	Tex-148-E	ea.	\$318
Hydrometer Analysis	AASHTO T 88	ea.	\$477
California Bearing Ratio	AASHTO T 193/ ASTM C 1883	ea. point	\$318
Dynamic Cone Penetrometer in Shallow Pavement	ASTM D6951	ea.	\$85

\* Full Triaxial Testing includes the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship,  
Wet Ball Mill & Texas Triaxial

Bituminous (200-F Series)			
Test For	Test Method	Unit	Unit Cost
Dry Sieve Analysis	Tex-200-F, Part I	ea.	\$50
Washed Sieve Analysis	Tex-200-F, Part II	ea.	\$85
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	\$85
Apparent Specific Gravity	Tex-202-F	ea.	\$85
Sand Equivalent	Tex-203-F	ea.	\$85
Mix Design	Tex-204-F	ea.	\$2,500
Mixing	Tex-205-F	set of 3	\$75
Molding (TGC)	Tex-206-F	set of 3	\$60
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	\$40
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	\$25
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	\$30
In-Place Air Voids (Core Lock)	Tex-207-F, Part VI	set of 2	\$75
Hveem Stability	Tex-208-F	set of 3	\$120
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	\$175
Asphalt Recovery from Abson Process	Tex-211-F	ea.	\$250
Moisture Content	Tex-212-F	ea.	\$25
Hydrocarbon Volatile Content	Tex-213-F	ea.	\$100
Deleterious Material	Tex-217-F	ea.	\$50
Decantation	Tex-217-F, Part II	ea.	\$100
Flakiness Index	Tex-224-F	ea.	\$100
Indirect Tensile Strength	Tex-226-F	ea.	\$50
Theoretical Maximum Specific Gravity	Tex-227-F	ea.	\$77
Drain-down Test	Tex-235-F	ea.	\$75
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	\$175
Ignition Oven Correction Factors	Tex-236-F	ea.	\$500
Compacting Specimens Using the Superpave Gyratory	Tex-241-F	set of 2	\$70
Hamburg Wheel-Tracking Test	Tex-242-F	ea.	\$500
Cantabro Loss	Tex-245-F	ea.	\$200
Overlay Test	Tex-248-F	ea.	\$750
Flat and Elongated Particles	Tex-280-F	ea.	\$100

## Williamson County 2020 Price List

<b>Concrete (400-A Series)</b>			
<b>Test For</b>	<b>Test Method</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>Sieve Analysis of Fine and Coarse Aggregate &amp; Fineness Modulus</b>	Tex-401-A & Tex-402-A	ea.	\$85
<b>Saturated Surface-Dry Specific Gravity &amp; Absorption of</b>	Tex-403-A	ea.	\$85
<b>Unit Weight</b>	Tex-404-A	ea.	\$85
<b>Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation)</b>	Tex-406-A	ea.	\$100
<b>Acid Insoluble Residue for Concrete Aggregate</b>	Tex-406-A, Part III	ea.	\$350
<b>Organic Matter Content</b>	ASTM D 5268	ea.	\$100
<b>Organic Impurities in Fine Aggregate for Concrete</b>	Tex-408-A	ea.	\$100
<b>Los Angeles Abrasion</b>	Tex-410-A	ea.	\$300
<b>Magnesium or Sodium Sulfate Soundness</b>	Tex-411-A	ea.	\$300
<b>Concrete Cylinder Compressive Strength</b>	Tex-418-A	ea.	\$24
<b>Concrete Flexural Beam Compressive Strength</b>	Tex-419-A	ea.	\$24
<b>Pressure Slake</b>	Tex-431-A	ea.	\$250
<b>Freezer Thaw</b>	Tex-432-A	ea.	\$250
<b>24 Hr Water Absorption</b>	Tex-433-A	ea.	\$85
<b>Polish Test for Coarse Aggregate</b>	AASHTO T 278 & 279/ Tex-438-A	ea.	\$1,200
<b>Flexural Strength of Concrete Using Simple Beam Third Point Loading</b>	Tex-448A	ea.	\$35
<b>Coarse Aggregate Angularity (Crushed Faces)</b>	Tex-460-A	ea.	\$30
<b>Micro-Deval Abrasion</b>	Tex-461-A	ea.	\$300
<b>Moisture Susceptibility</b>	Tex-530-C	ea.	\$50
<b>Alkali-Silica Reactivity (ASR)</b>	AASHTO T 303 (ASTM C 1260)	ea.	\$1,200
	ASTM C1567		

<b>Asphalt (500-C Series)</b>			
<b>Test For</b>	<b>Test Method</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>Boil Test</b>	Tex-530-C	ea.	\$50.00
<b>Rubber Property—Resilience by Vertical Rebound</b>	ASTM D 2632	ea.	\$50.00
<b>Settlement and Storage Stability of Emulsified Asphalts</b>	AASHTO T 59 (ASTM D 6930)	ea.	\$75.00
<b>Specific Gravity of Emulsified Asphalt</b>	ASTM D 244	ea.	\$55.00
<b>Accelerated Aging of Asphalt Binder Using a Pressurized Aging Vessel</b>	AASHTO R28	ea.	\$180.00
<b>Solubility of Bituminous Materials</b>	Tex-507-C/AASHTO T44	ea.	\$180.00
<b>Flash and Fire Points by Cleveland Open Cup</b>	Tex-504-C/AASHTO T48	ea.	\$110.00
<b>Penetration of Bituminous Materials</b>	Tex-502-C/AASHTO T49	ea.	\$110.00
<b>Float Test for Bituminous Materials</b>	Tex-519-C/AASHTO T50	ea.	\$110.00
<b>Ductility of Asphalt Materials</b>	Tex-503-C/AASHTO T51	ea.	\$120.00
<b>Softening Point of Bitumen (Ring and Ball Apparatus)</b>	Tex-505-C/AASHTO T53	ea.	\$120.00
<b>Distillation of Cutback Asphalt Products</b>	Tex-515-C/AASHTO T78	ea.	\$200.00
<b>Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)</b>	Tex-510-C/AASHTO T179	ea.	\$100.00
<b>Kinematic Viscosity of Asphalts (Bitumens)</b>	Tex-529-C/AASHTO T201	ea.	\$120.00
<b>Viscosity of Asphalts by Vacuum Capillary Viscometer</b>	Tex-528-C/AASHTO T202	ea.	\$125.00
<b>Specific Gravity</b>	Tex-508-C/AASHTO T228	ea.	\$120.00
<b>Rolling Thin-Film Oven Testing</b>	AASHTO T240	ea.	\$100.00
<b>Specific Gravity of Liquid Asphalts by Hydrometer</b>	AASHTO T295	ea.	\$120.00
<b>Elastic Recovery Test of Bituminous Materials by Means of a Ductilometer</b>	Tex-539-C/AASHTO T301	ea.	\$120.00
<b>Determining the Flexural Creep Stiffness of Asphalt Binder Using the Bending Beam Rheometer (BBR)</b>	AASHTO T313	ea.	\$160.00
<b>Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)</b>	AASHTO T315	ea.	\$140.00

## Williamson County 2020 Price List

<b>Asphalt (500-C Series) - cont.</b>			
<b>Test For</b>	<b>Test Method</b>	<b>Unit</b>	<b>Unit Cost</b>
Viscosity Determination of Asphalt Binder Using Rotational Viscometer	AASHTO T316	ea.	\$105.00
Multiple Stress Creep and Recovery (MSCR) at 64° C, 25mm plate, 1mm gap	AASHTO T350	ea.	\$50.00
Cement Mixing	AASHTO T59	ea.	\$105.00
Demulsibility	AASHTO T59	ea.	\$120.00
Density	AASHTO T59	ea.	\$120.00
Particle Charge	AASHTO T59	ea.	\$105.00
Residue by Distillation	AASHTO T59	ea.	\$250.00
Residue by Evaporation	AASHTO T59	ea.	\$105.00
Saybolt Viscosity at 50° C (122°F)	AASHTO T59	ea.	\$130.00
Sieve Test	AASHTO T59	ea.	\$105.00
Spot Test of Asphaltic Materials	Tex-509-C/AASHTO T102	ea.	\$105.00
Water in Petroleum Products and Bituminous Materials by Distillation	ASTM D95	ea.	\$95.00
Polymer Separation, 48 hr.	Tex-540-C	ea.	\$105.00
Asphalt Binder Water in Petroleum	Tex-501-C/AASHTO T55	ea.	\$65.00
Flash Point with Tag Open-Cup Apparatus for Use with Material Having a Flash Point Less Than 93°C (200°F)	Tex-512-C/AASHTO T79	ea.	\$100.00
Saybolt Viscosity	Tex-513-C/AASHTO T72	ea.	\$95.00

## **EXHIBIT E**

### **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

#### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

## **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.



### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

## **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.



**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

**ARTICLE 2**  
**NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST**  
**PROHIBITED**

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

### **ARTICLE 3** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. \_\_\_\_\_”, to authorize the Engineer to perform one or more tasks of the Engineering Services. 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, definite review times by County and Engineer of all Engineering Services 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 Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

### **ARTICLE 4** **CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **four-hundred thousand Dollars (\$400,000.00)** (the "Compensation Cap"), 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. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.



Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.<sup>a</sup> Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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<sup>a</sup> See also, Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor 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.

## **ARTICLE 7**

### **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not submitted to Williamson County<sup>b</sup> in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## **ARTICLE 8**

### **COMMENCEMENT OF ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

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<sup>b</sup> See Art. 6, *supra*.

**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Dale A. Rand, PE  
3989 Hwy 290 East  
Dripping Springs, TX 78620

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## **ARTICLE 10**

### **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## **ARTICLE 11**

### **SUSPENSION**

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12**

### **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13**

### **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

#### **ARTICLE 14** **CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

#### **ARTICLE 15** **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 16**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. 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 reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## **ARTICLE 17**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## **ARTICLE 18**

### **REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work 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 Final Approval shall be paid for as Additional Engineering Services.



**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County 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.

**F. County's Reliance on Engineer.** ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## **ARTICLE 23**

## **ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

## **ARTICLE 24** **ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## **ARTICLE 25** **INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. 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.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

**E. Insurance Company Rating.** 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.

**F. Certification of Coverage.** 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. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor  
c/o: Pam Navarrette  
710 Main Street, Suite 301  
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## **ARTICLE 26**

### **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## **ARTICLE 27**

### **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 28**  
**SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, 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 Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further 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.

**ARTICLE 31**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With copy to:

Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

and to:

Office of General Counsel  
Williamson County  
710 Main Street, Suite 102  
Georgetown, Texas 78626

**Engineer:** **PaveTex Engineering, LLC**  
Att: Dale A. Rand, PE  
3989 Hwy 290 East  
Dripping Springs, TX 78620

## **ARTICLE 32**

### **GENERAL PROVISIONS**

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this



Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. 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 Contract, 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 Contract.

**H. Gender, Number and Headings.** Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

**P. Termination of Work Authorization.** Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

### **ARTICLE 33**

#### **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

### **ARTICLE 34**

#### **EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

### **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF,** County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**ENGINEER**

PaveTex Engineering, LLC

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

Printed Name: Maghsoud Tahmoressi, PE

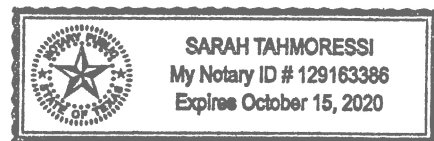
Title: President

Date: March 12, 2020

SUBSCRIBED and sworn to before me the undersigned authority by Maghsoud Tahmoressi,  
President of the PaveTex Engineering of **ENGINEER**, on behalf of said firm.

Sarah Tahmoressi  
Notary Public in and for the  
State of Texas

My commission expires: 10/15/2020



**LIST OF EXHIBITS ATTACHED**

- |                      |   |
|----------------------|---|
| (1) <b>Exhibit A</b> | Debarment Certification                       |
| (2) <b>Exhibit B</b> | Engineering Services                          |
| (3) <b>Exhibit C</b> | Work Authorization                            |
| (4) <b>Exhibit D</b> | Rate Schedule                                 |
| (5) <b>Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| (6) <b>Exhibit F</b> | Certificates of Insurance                     |

**EXHIBIT A  
DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

PaveTex Engineering, LLC

Name of Firm



Signature of Certifying Official

Maghsoud Tahmoressi, PE

Printed Name of Certifying Official

President

Title of Certifying Official

Marth 12, 2020

Date

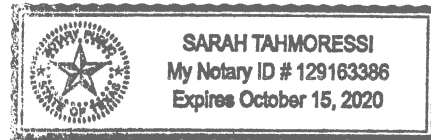
(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Maghsoud Tahmouressi  
the President of Paverex, on behalf of  
said firm.

Sarah Tahmouressi  
Notary Public in and for the  
State of Texas

My commission expires: 10/15/2020





## **EXHIBIT B**

### **ENGINEERING SERVICES**

**General Work Description:** Provide On-Call Asphalt Sampling, Testing and Inspection which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND  
CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES



## **EXHIBIT C**

### **WORK AUTHORIZATION**

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO.** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 20\_\_\_\_ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and \_\_\_\_\_ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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 Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

[Insert Company Name HERE]

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

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

\_\_\_\_\_  
Title

COUNTY:

Williamson County, Texas

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

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

\_\_\_\_\_  
Title

#### LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## **EXHIBIT D**

### **RATE SCHEDULE**

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D  
Rate Schedule

**Williamson County 2020 Price List**

Field Technician	Unit	Unit Cost	
		Reg.	OT
1A TXAPA	hr.	\$70	\$83
1B TXAPA	hr.	\$70	\$83
Soils TXAPA SB102	hr.	\$70	\$83
Concrete	hr.	\$70	\$83
Nuclear Gauge Calibration	hr.	\$80	
Concrete Plant/ Truck Inspection	hr.	\$80	
Asphalt Distributor Calibration	hr.	\$80	
Senior Professional Engineer	hr.	\$207	
Professional Engineer	hr.	\$154	
EIT	hr.	\$90	
Project Manager	hr.	\$104	
Administrative Assistant	hr.	\$48	

Field Testing Equipment (2 Hr Min, Tech Time Not Included)	Unit	Unit Cost
<b>HMAC Coring</b>		
Coring Equipment Mobilization	trip	\$80
0"-6" Depth & 6" $\phi$ (incl. Patching & Sample Prep)	ea.	\$101
> 6"-10" Depth & 6" $\phi$ (incl. Patching & Sample Prep)	ea.	\$117
> 10"-14" Depth & 6" $\phi$ (incl. Patching & Sample Prep)	ea.	\$159
> 14" Depth & 6" $\phi$ (incl. Patching & Sample Prep)	ea.	\$4.25/ in. over 14"
<b>Concrete Coring</b>		
Mileage- State Allowable Rate (Portal to Portal)	mile	Current IRS Rate
Concrete Coring Equipment	hr.	\$58.00
Concrete Core Bit Charges		
3" Diameter Core	in.	\$6
4" Diameter Core	in.	\$7
6" Diameter Core	in.	\$9
<b>Geotechnical Drilling/Sampling</b>		
Mileage- State Allowable Rate (Portal to Portal)	mile	Current IRS Rate
PaveTex Geotechnical Rig	hr.	\$85
HQ Sample Boxes	ea.	\$15
Full Geotechnical Drilling to extended depths with	Quote	Cost
<b>Pavement Evaluation</b>		
High Speed Profile (Mobilization)	ea.	\$150
High Speed Profile portal to portal and testing (4 hr. min.)	hr.	\$150

<b>Soils &amp; Aggregates (100-E Series)</b>			
Test For	Test Method	Unit	Unit Cost
Sample Preparation	Tex-101-E	ea.	\$53
Moisture Content	Tex-103-E	ea.	\$27
Atterberg Limits	Tex-104-E, 105-E & 106-E	ea.	\$87
Linear Bar Shrinkage	Tex-107-E	ea.	\$75
Specific Gravity of Soils	Tex-108-E	ea.	\$90
Sieve Analysis	Tex-110-E, Pt. 1	ea.	\$75
Sieve Analysis	Tex-110-E, Pt. 2	ea.	\$90
Determining the amount of material in soils finer the	Tex-111-E	ea.	\$45
Moisture- Density Relationship	Tex-113-E, ASTM D1557	ea.	\$371
Moisture- Density Relationship	Tex-114-E, ASTM D698	ea.	\$265
Wet Ball Mill	Tex-116-E	ea.	\$265
Texas Triaxial Compression	Tex-117-E, Pt. 1	ea.	\$1,825
Full Triaxial Testing *	* See Note	ea.	\$2,100
Soil- Cement Testing	Tex-120-E, Pt. 1	ea.	\$1,166
Soil- Cement Testing	Tex-120-E, Pt. 2	ea.	\$318

## Williamson County 2020 Price List

Soils & Aggregates (100-E Series) - cont.			
Test For	Test Method	Unit	Unit Cost
Soil- Lime Testing	Tex-121-E, Pt. 1	ea.	\$1,166
Soil- Lime Testing	Tex-121-E, Pt. 2	ea.	\$318
Lime-Fly Ash Compression	Tex-127-E	ea.	\$1,166
Soil pH	Tex-128-E	ea.	\$53
Resistivity	Tex-129-E	ea.	\$318
Measuring Thickness of Pavement Layer	Tex-140-E	ea.	\$53
Laboratory Classification of Soils for Engineering	Tex-142-E	ea.	\$10
Tube Suction Test	Tex-144-E	ea.	\$106
Sulfate Content	Tex-145-E	ea.	\$239
Conductivity of Soils	Tex-146-E	ea.	\$27
Soil Organic Content Using UV-Vis Method	Tex-148-E	ea.	\$318
Hydrometer Analysis	AASHTO T 88	ea.	\$477
California Bearing Ratio	AASHTO T 193/ ASTM C 1883	ea. point	\$318
Dynamic Cone Penetrometer in Shallow Pavement	ASTM D6951	ea.	\$85

\* Full Triaxial Testing includes the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship,  
Wet Ball Mill & Texas Triaxial

Bituminous (200-F Series)			
Test For	Test Method	Unit	Unit Cost
Dry Sieve Analysis	Tex-200-F, Part I	ea.	\$50
Washed Sieve Analysis	Tex-200-F, Part II	ea.	\$85
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	\$85
Apparent Specific Gravity	Tex-202-F	ea.	\$85
Sand Equivalent	Tex-203-F	ea.	\$85
Mix Design	Tex-204-F	ea.	\$2,500
Mixing	Tex-205-F	set of 3	\$75
Molding (TGC)	Tex-206-F	set of 3	\$60
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	\$40
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	\$25
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	\$30
In-Place Air Voids (Core Lock)	Tex-207-F, Part VI	set of 2	\$75
Hveem Stability	Tex-208-F	set of 3	\$120
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	\$175
Asphalt Recovery from Abson Process	Tex-211-F	ea.	\$250
Moisture Content	Tex-212-F	ea.	\$25
Hydrocarbon Volatile Content	Tex-213-F	ea.	\$100
Deleterious Material	Tex-217-F	ea.	\$50
Decantation	Tex-217-F, Part II	ea.	\$100
Flakiness Index	Tex-224-F	ea.	\$100
Indirect Tensile Strength	Tex-226-F	ea.	\$50
Theoretical Maximum Specific Gravity	Tex-227-F	ea.	\$77
Drain-down Test	Tex-235-F	ea.	\$75
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	\$175
Ignition Oven Correction Factors	Tex-236-F	ea.	\$500
Compacting Specimens Using the Superpave Gyratory	Tex-241-F	set of 2	\$70
Hamburg Wheel-Tracking Test	Tex-242-F	ea.	\$500
Cantabro Loss	Tex-245-F	ea.	\$200
Overlay Test	Tex-248-F	ea.	\$750
Flat and Elongated Particles	Tex-280-F	ea.	\$100

## Williamson County 2020 Price List

<b>Concrete (400-A Series)</b>			
<b>Test For</b>	<b>Test Method</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>Sieve Analysis of Fine and Coarse Aggregate &amp; Fineness Modulus</b>	Tex-401-A & Tex-402-A	ea.	\$85
<b>Saturated Surface-Dry Specific Gravity &amp; Absorption of</b>	Tex-403-A	ea.	\$85
<b>Unit Weight</b>	Tex-404-A	ea.	\$85
<b>Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation)</b>	Tex-406-A	ea.	\$100
<b>Acid Insoluble Residue for Concrete Aggregate</b>	Tex-406-A, Part III	ea.	\$350
<b>Organic Matter Content</b>	ASTM D 5268	ea.	\$100
<b>Organic Impurities in Fine Aggregate for Concrete</b>	Tex-408-A	ea.	\$100
<b>Los Angeles Abrasion</b>	Tex-410-A	ea.	\$300
<b>Magnesium or Sodium Sulfate Soundness</b>	Tex-411-A	ea.	\$300
<b>Concrete Cylinder Compressive Strength</b>	Tex-418-A	ea.	\$24
<b>Concrete Flexural Beam Compressive Strength</b>	Tex-419-A	ea.	\$24
<b>Pressure Slake</b>	Tex-431-A	ea.	\$250
<b>Freezer Thaw</b>	Tex-432-A	ea.	\$250
<b>24 Hr Water Absorption</b>	Tex-433-A	ea.	\$85
<b>Polish Test for Coarse Aggregate</b>	AASHTO T 278 & 279/ Tex-438-A	ea.	\$1,200
<b>Flexural Strength of Concrete Using Simple Beam Third Point Loading</b>	Tex-448A	ea.	\$35
<b>Coarse Aggregate Angularity (Crushed Faces)</b>	Tex-460-A	ea.	\$30
<b>Micro-Deval Abrasion</b>	Tex-461-A	ea.	\$300
<b>Moisture Susceptibility</b>	Tex-530-C	ea.	\$50
<b>Alkali-Silica Reactivity (ASR)</b>	AASHTO T 303 (ASTM C 1260)	ea.	\$1,200
	ASTM C1567		

<b>Asphalt (500-C Series)</b>			
<b>Test For</b>	<b>Test Method</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>Boil Test</b>	Tex-530-C	ea.	\$50.00
<b>Rubber Property—Resilience by Vertical Rebound</b>	ASTM D 2632	ea.	\$50.00
<b>Settlement and Storage Stability of Emulsified Asphalts</b>	AASHTO T 59 (ASTM D 6930)	ea.	\$75.00
<b>Specific Gravity of Emulsified Asphalt</b>	ASTM D 244	ea.	\$55.00
<b>Accelerated Aging of Asphalt Binder Using a Pressurized Aging Vessel</b>	AASHTO R28	ea.	\$180.00
<b>Solubility of Bituminous Materials</b>	Tex-507-C/AASHTO T44	ea.	\$180.00
<b>Flash and Fire Points by Cleveland Open Cup</b>	Tex-504-C/AASHTO T48	ea.	\$110.00
<b>Penetration of Bituminous Materials</b>	Tex-502-C/AASHTO T49	ea.	\$110.00
<b>Float Test for Bituminous Materials</b>	Tex-519-C/AASHTO T50	ea.	\$110.00
<b>Ductility of Asphalt Materials</b>	Tex-503-C/AASHTO T51	ea.	\$120.00
<b>Softening Point of Bitumen (Ring and Ball Apparatus)</b>	Tex-505-C/AASHTO T53	ea.	\$120.00
<b>Distillation of Cutback Asphalt Products</b>	Tex-515-C/AASHTO T78	ea.	\$200.00
<b>Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)</b>	Tex-510-C/AASHTO T179	ea.	\$100.00
<b>Kinematic Viscosity of Asphalts (Bitumens)</b>	Tex-529-C/AASHTO T201	ea.	\$120.00
<b>Viscosity of Asphalts by Vacuum Capillary Viscometer</b>	Tex-528-C/AASHTO T202	ea.	\$125.00
<b>Specific Gravity</b>	Tex-508-C/AASHTO T228	ea.	\$120.00
<b>Rolling Thin-Film Oven Testing</b>	AASHTO T240	ea.	\$100.00
<b>Specific Gravity of Liquid Asphalts by Hydrometer</b>	AASHTO T295	ea.	\$120.00
<b>Elastic Recovery Test of Bituminous Materials by Means of a Ductilometer</b>	Tex-539-C/AASHTO T301	ea.	\$120.00
<b>Determining the Flexural Creep Stiffness of Asphalt Binder Using the Bending Beam Rheometer (BBR)</b>	AASHTO T313	ea.	\$160.00
<b>Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)</b>	AASHTO T315	ea.	\$140.00

## Williamson County 2020 Price List

<b>Asphalt (500-C Series) - cont.</b>			
<b>Test For</b>	<b>Test Method</b>	<b>Unit</b>	<b>Unit Cost</b>
Viscosity Determination of Asphalt Binder Using Rotational Viscometer	AASHTO T316	ea.	\$105.00
Multiple Stress Creep and Recovery (MSCR) at 64° C, 25mm plate, 1mm gap	AASHTO T350	ea.	\$50.00
Cement Mixing	AASHTO T59	ea.	\$105.00
Demulsibility	AASHTO T59	ea.	\$120.00
Density	AASHTO T59	ea.	\$120.00
Particle Charge	AASHTO T59	ea.	\$105.00
Residue by Distillation	AASHTO T59	ea.	\$250.00
Residue by Evaporation	AASHTO T59	ea.	\$105.00
Saybolt Viscosity at 50° C (122°F)	AASHTO T59	ea.	\$130.00
Sieve Test	AASHTO T59	ea.	\$105.00
Spot Test of Asphaltic Materials	Tex-509-C/AASHTO T102	ea.	\$105.00
Water in Petroleum Products and Bituminous Materials by Distillation	ASTM D95	ea.	\$95.00
Polymer Separation, 48 hr.	Tex-540-C	ea.	\$105.00
Asphalt Binder Water in Petroleum	Tex-501-C/AASHTO T55	ea.	\$65.00
Flash Point with Tag Open-Cup Apparatus for Use with Material Having a Flash Point Less Than 93°C (200°F)	Tex-512-C/AASHTO T79	ea.	\$100.00
Saybolt Viscosity	Tex-513-C/AASHTO T72	ea.	\$95.00





## **EXHIBIT E**

### **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

#### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

## **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

## **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**WILLIAMSON COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** Rodriguez Engineering Laboratories LLC (“Engineer”)  
**ADDRESS:** 13809 Turbine Drive Austin, Texas 78728  
**PROJECT:** 2019 Road Bond Program “On-Call” Materials Testing & Geotechnical Engineering Services (“Project”)

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

**THIS CONTRACT FOR ENGINEERING SERVICES** (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:



**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

**ARTICLE 2**  
**NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST**  
**PROHIBITED**

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification



enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

### **ARTICLE 3** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. \_\_\_\_", to authorize the Engineer to perform one or more tasks of the Engineering Services. 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, definite review times by County and Engineer of all Engineering Services 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 Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

### **ARTICLE 4** **CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Three-Hundred Thousand Dollars (\$300,000.00)** (the "Compensation Cap"), 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. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.



Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor 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.

## **ARTICLE 7**

### **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A.** There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D.** The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## **ARTICLE 8**

### **COMMENCEMENT OF ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.



**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager  
Attn: Michael Weaver  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78664\_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Jose Melendez, P.E.  
Rodriguez Engineering Laboratories LLC  
13809 Turbine Drive,  
Austin, Texas 78728

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## **ARTICLE 10**

### **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.



## **ARTICLE 11**

### **SUSPENSION**

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12**

### **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13**

### **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed



Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

#### **ARTICLE 14**

#### **CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

#### **ARTICLE 15**

#### **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's



subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 16**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. 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 reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## **ARTICLE 17**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## **ARTICLE 18**

### **REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work 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 Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County 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.

**F. County's Reliance on Engineer.** ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED



TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

**ARTICLE 24**  
**ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 25**  
**INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. 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.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees



that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000.00 in the Engineer's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

**E. Insurance Company Rating.** 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.

**F. Certification of Coverage.** 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. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing Department  
100 Wilco Way  
Suite P101  
Georgetown, TX. 78626

With copy to:

Williamson County Auditor's Office  
Attn: Contracts Auditor  
901 South Austin Avenue  
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## **ARTICLE 26**

### **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## **ARTICLE 27**

### **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.



**ARTICLE 28**  
**SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, 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 Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further 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.

**ARTICLE 31**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager  
Attn: Michael Weaver  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78664

and to: Office of General Counsel  
Williamson County  
710 Main Street, Suite 102  
Georgetown, Texas 78626

**Engineer:** Jose Melendez, P.E.  
Rodriguez Engineering Laboratories LLC  
13809 Turbine Drive,  
Austin, Texas 78728

## **ARTICLE 32**

### **GENERAL PROVISIONS**

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing



under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. 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 Contract, 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 Contract.

**H. Gender, Number and Headings.** Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of



any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

### **ARTICLE 33** **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.



Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

#### **ARTICLE 34**

#### **EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

#### **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

#### **COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell Jr., County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

  
04/09/2020

**ENGINEER**

Rodriguez Engineering Laboratories LLC

By  \_\_\_\_\_

Printed Name: Jose Melendez, P.E.

Title: Laboratory Engineer

Date: April 3, 2020



### **LIST OF EXHIBITS ATTACHED**

- |                      |   |
|----------------------|---|
| (1) <b>Exhibit A</b> | Debarment Certification                       |
| (2) <b>Exhibit B</b> | Engineering Services                          |
| (3) <b>Exhibit C</b> | Work Authorization                            |
| (4) <b>Exhibit D</b> | Rate Schedule                                 |
| (5) <b>Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| (6) <b>Exhibit F</b> | Certificates of Insurance                     |



**EXHIBIT A**  
**DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§

§

**COUNTY OF WILLIAMSON**

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and
- (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Rodriguez Engineering Laboratories LLC

Name of Firm



\_\_\_\_\_  
Signature of Certifying Official

Jose Melendez, P.E.

\_\_\_\_\_  
Printed Name of Certifying Official

Laboratory Engineer

\_\_\_\_\_  
Title of Certifying Official

April  
Date

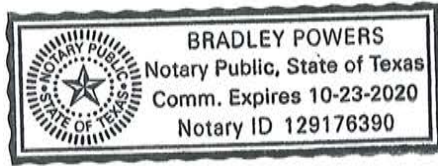
3

, 2020

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Jace Meknderz  
the 3rd of April, 2020, on behalf of  
said firm.



Bradley Powers  
Notary Public in and for the  
State of Texas

My commission expires: 10/23/2020

## **EXHIBIT B**

### **ENGINEERING SERVICES**

The professional engineering services to be provided by the Engineer include, but are not limited to, On-Call Asphalt Sampling, Testing and Inspection of construction materials incorporated into the projects assigned to the Engineer. The testing frequency will be based on the current TxDOT minimum Guide Schedule of Sampling and Testing or as directed by the County's representative. The Engineer will work at the direction and supervision of the County's representative to provide the services. The Engineer will provide calibrated equipment and qualified personnel that are knowledgeable of the materials testing procedures. The Engineer will prepare reports for material tests, stating whether the material meets project specifications, includes information required by the test method, and are signed by a registered Professional Engineer licensed in the State of Texas. The engineering reports of test results will be provided by the Engineer in a timely manner to the County's representative.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - MATERIALS TESTING AND CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES

A red handwritten signature, possibly reading "M. J.", is written over a faint rectangular stamp.

## **EXHIBIT C**

### **WORK AUTHORIZATION**

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO. \_\_\_\_\_**

**PROJECT: \_\_\_\_\_**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Engineering Laboratories LLC (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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 Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, 2020. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.



EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

COUNTY:

[Rodriguez Engineering Laboratories LLC]

Williamson County, Texas

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

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

\_\_\_\_\_  
Jose Melendez, P.E.  
Printed Name

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

\_\_\_\_\_  
Laboratory Engineer  
Title

\_\_\_\_\_  
Title

#### LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## **EXHIBIT D**

### **RATE SCHEDULE**

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

**EXHIBIT D****RATE SCHEDULE**

<b>CONSTRUCTION MATERIALS TESTING SERVICES</b>				
<b>Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC</b>			<b>Unit</b>	<b>RATES</b>
<b>1. Testing of Soils and Base Materials</b>				
<b>1.1</b>	<b>Field Soil Density</b>			
1.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)		Per hr	\$60.00
1.1.2	Field Tech Time (on-site only, 2-hour minimum)		Per hr	\$60.00
1.1.3	Field Nuclear Density Test		Per ea	\$41.00
1.1.4	Field Density by Sand Cone Method (ASTM D1556)		Per ea	\$55.00
<b>1.2</b>	<b>Bulk Sample Pick-Up</b>			
1.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)		Per hr	\$60.00
<b>1.3</b>	<b>Laboratory Moisture Density Relationship</b>			
1.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)		Per hr	\$60.00
1.3.2	Field Tech Time (on-site only, 2-hour minimum)		Per hr	\$60.00
1.3.3	Moisture Density Relationship of Soil-Cement (ASTM D 558)		Per ea	\$275.00
1.3.4	Moisture Density Relationship (ASTM D 698) Standard Proctor Compaction Test		Per ea	\$275.00
1.3.5	Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)		Per ea	\$275.00
1.3.6	Moisture Density Relationship (TEX-113-E) Compaction Test		Per ea	\$275.00
1.3.7	Moisture Density Relationship (TEX-114-E, Part I) Compaction Test		Per ea	\$275.00
1.3.8	Moisture Density Relationship (TEX-114-E, Part II) Compaction Test		Per ea	\$308.00
<b>1.4</b>	<b>Laboratory Testing of Soils</b>			
1.4.1	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)		Per ea	\$78.00
1.4.2	Bar Linear Shrinkage of Soils (TEX-107-E)		Per ea	\$66.00
1.4.3	CBR of Laboratory-Compacted Soils (ASTM D1883)		Per ea	\$495.00
	1.4.3.1 Each Additional Point		Per ea	\$165.00
1.4.4	Depth Check (Tex-140-E)		Per ea	\$20.00
1.4.5	Dry Unit Weight Test of Soils		Per ea	\$38.00
1.4.6	Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve) (in addition to hourly charge)		Per point	\$22.00
1.4.7	Hydrometer Analysis (ASTM D422), (mechanical sieve analysis is not included)		Per ea	\$116.00
1.4.8	Lime Series Curve (ASTM D 4318)		Per point	\$102.00
1.4.9	Natural Moisture Content		Per ea	\$22.50
1.4.10	Organic Content of Soils (Tex-148-E)		Per ea	\$185.00
1.4.11	Percent Passing No. 200 Sieve (TEX-111-E)		Per ea	\$51.00
1.4.12	PVR (Tex-124-E), testing is not included		Per ea	\$114.00
1.4.13	Resistivity of Soils (TEX-129-E)		Per ea	\$109.00
1.4.14	Sample Preparation (TEX-101-E)		Per ea	\$75.00
1.4.15	Sample Remolding		Per hr	\$60.00
1.4.16	Sieve Analysis (TEX-110-E)		Per ea	\$78.00
1.4.17	Shrinkage (Volumetric) (ASTM D427, ASTM D4943)		Per ea	\$81.00
1.4.18	Soil Cement or Lime Compression Test (TEX-120-E, TEX-121-E)		Per ea	\$82.00
1.4.19	Soil pH (Tex-128-E)		Per ea	\$65.00
1.4.20	Soil Specific Gravity (TEX-108-E)		Per ea	\$74.00
1.4.21	Stabilization Ability of Lime by Soil PH (TEX-121-E Part III) up to 6 points		Per ea	\$278.00
1.4.22	Sulfate Content (Tex-145-E)		Per ea	\$105.00
1.4.23	Texture Depth by Sand Patch (Tex-436-A)		Per ea	\$65.00
1.4.24	Unconfined Compression Test - Cohesive Soils (ASTM D2166)		Per ea	\$58.00
1.4.25	Unconfined Compression Test - Rock (ASTM D2938)		Per ea	\$81.00
<b>1.5</b>	<b>Texas Triaxial Compression Test on Base Material TEX-117E, Part II, including the following:</b>			
1.5.1	Molding, Curing, and Testing 9 Specimens		Per ea	\$1,395.00
1.5.2	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)		Per ea	\$78.00
1.5.3	Bar Linear Shrinkage of Soils (TEX-107-E)		Per ea	\$66.00
1.5.4	Percent Passing No. 200 Sieve (TEX-111-E)		Per ea	\$51.00



**EXHIBIT D****RATE SCHEDULE**

<b>CONSTRUCTION MATERIALS TESTING SERVICES</b>				
<b>Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC</b>			<b>Unit</b>	<b>RATES</b>
	1.5.5	Sample Preparation (TEX-101-E)	Per ea	\$75.00
	1.5.6	Sieve Analysis (TEX-110-E)	Per ea	\$78.00
	1.5.7	Wet Ball Mill (TEX-116-E)	Per ea	\$242.00
	1.6	Report of Soil Test Results (includes clerical, engineering review/seal, etc.)	Per ea	\$83.00
<b>2. Testing of Concrete and Aggregates</b>				
<b>2.1 Concrete Cylinder</b>				
	2.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	\$60.00
	2.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	\$60.00
	2.1.3	Cylinder Charge (per each)	Per ea	\$29.00
<b>2.2 Concrete Coring</b>				
	2.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	\$60.00
	2.2.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	\$60.00
	2.2.3	Concrete Coring Equipment Charge	Per hr	\$42.00
	2.2.4	Core Bit Surcharge (in addition to base equipment charge)		
		2.2.4.1 - 3-inch diameter core	Per inch	\$5.00
		2.2.4.2 - 4-inch diameter core	Per inch	\$6.50
		2.2.4.3 - 6-inch diameter core	Per inch	\$8.55
	2.2.5	Concrete Core Strength Testing, Includes Core Curing and Preparation	Per ea	\$72.00
<b>2.3 Laboratory Testing of Concrete and Aggregates</b>				
	2.3.1	Abrasion Test (TEX-410-A)	Per ea	\$265.00
	2.3.2	Absorption of Aggregate	Per ea	\$40.00
	2.3.3	Aggregate Gradation Analysis (TEX-200-F)	Per ea	\$78.00
	2.3.4	Beam Flexural Strength (TEX 448-A)	Per ea	\$43.00
	2.3.5	Coarse Aggregate Angularity	Per ea	\$82.00
	2.3.6	Crushed Face Count (TEX-460-A)	Per ea	\$83.00
	2.3.7	Decantation (Tex-406-E)	Per ea	\$37.00
	2.3.8	Deleterious Materials (Clay Lumps/Friable Part I) Mineral Aggregate (Tex-413-A)	Per ea	\$73.00
	2.3.9	Fine Aggregate Angularity	Per ea	\$82.00
	2.3.10	Fineness Modulus of Fine Aggregate (Tex-402-A)	Per ea	\$45.00
	2.3.11	Flat, Elongated Particles (ASTM D4791)	Per ea	\$82.00
	2.3.12	Micro Deval Abrasion (TEX-461-A)	Per ea	\$245.00
	2.3.13	Organic Impurities in Fine Aggregate (Tex-408-A)	Per ea	\$56.00
	2.3.14	Pavement Thickness by Direct Measurement (Tex-423-A)	Per ea	\$30.00
	2.3.15	Sand Equivalent (Clay Content) (Tex-203-F)	Per ea	\$95.00
	2.3.16	Sieve Analysis of Fine and Coarse Aggregate (Tex-401-A)	Per ea	\$78.00
	2.3.17	Soundness, Sodium, or Magnesium (ASTM C88, Tex-411-A)	Per ea	\$390.00
	2.3.18	Specific Gravity of Aggregate	Per ea	\$60.00
	2.3.19	Splitting Tensile Strength of Cylindrical Concrete Specimen (ASTM C496)	Per ea	\$43.00
	2.3.20	Thickness of Concrete Cylinders or CTB Cores (ASTM C174)	Per ea	\$20.00
	2.3.21	Unit Weight of Aggregate	Per ea	\$40.00
	2.3.22	Unit weight of Concrete Specimens by Measurements	Per ea	\$15.00
	2.4	Report of Concrete Test Results (includes clerical, engineering review/seal, etc.)	Per ea	\$83.00
<b>3. Testing of HMAc and Liquid Asphalt</b>				
<b>3.1 HMAc Field Testing and Sample Pick-up</b>				
	3.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	\$60.00
	3.1.2	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	\$60.00
	3.1.3	Field Tech Time (on-site only, 2-hour minimum)	Per hr	\$60.00
	3.1.4	Longitudinal Joint Density with Density Gauge (Tex-207-F, VII) (Plus Tech time)	Per ea	\$78.00



**EXHIBIT D****RATE SCHEDULE**

<b>CONSTRUCTION MATERIALS TESTING SERVICES</b>			
<b>Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC</b>			<b>Unit</b>
			<b>RATES</b>
3.1.5	Mat Segregation with Density Gauge (Tex-207-F, Part V) (Plus Tech time)	Per ea	\$78.00
3.1.6	Pavement Thickness Determination (Tex-140-E)(Plus Tech time)	Per ea	\$20.00
3.1.7	Thermal Profile (Tex-244-F)(Plus Tech time)	Per ea	\$175.00
<b>3.2 Laboratory Testing of HMAC</b>			
3.2.1	Asphalt Content by Extraction (TEX-210-F, T164)	Per ea	\$168.00
3.2.2	Asphalt Content by Ignition Method (Tex-236-F)	Per ea	\$180.00
3.2.3	Boiling Stripping Test (TEX-530-C)	Per ea	\$110.00
3.2.4	Bulk Density of Compacted Specimens (TEX-207-F, Part I) (2 or 3 per set)	Per ea	\$62.00
3.2.5	Cantabro Loss (TEX-245-F) (Molding is not included)	Per ea	\$112.00
3.2.6	Extraction (Gradation & Asphalt Content) (Tex-200-F, Tex-210-F, D2172, T164)	Per ea	\$146.00
3.2.7	Gradation of Aggregate from Extraction or Ignition (TEX-200-F)	Per ea	\$78.00
3.2.8	Hamburg Wheel Tracker (TEX-242-F) (Includes Molding)	Per ea	\$566.00
3.2.9	Hamburg Wheel Tracker (TEX-242-F) (Molded by Client)	Per ea	\$395.00
3.2.10	Hveem Stability (TEX-208-F) (3 per set)	Per ea	\$62.00
3.2.11	Indirect Tensile Strength (TEX-226-F) (Molding is not included)	Per ea	\$73.00
3.2.12	Maximum Theoretical Specific Gravity, Rice Method (Tex 227-F)		
	3.2.12.1 - Bag Sample	Per ea	\$56.00
	3.2.12.2 - Core Sample	Per ea	\$66.00
3.2.13	Sand Equivalent (Clay Content) (Tex-203-F)	Per ea	\$95.00
3.2.14	Specific Gravity, Bulk Core	Per ea	\$27.00
3.2.15	Specific Gravity, Bulk Core (Vacuum Method)	Per ea	\$62.00
3.2.16	Specimen Molding, Bulk Density, and Stability (3 per set) (Tex-206-F, 207-F, 208-F)	Per ea	\$186.00
3.2.17	Specimen Molding by SGC (TEX-241-F) (2 per set)	Per ea	\$85.00
3.2.18	Specimen Molding by TGC (TEX-206-F) (3 per set)	Per ea	\$62.00
3.2.19	Thickness of HMAC cores by Direct Measurement	Per ea	\$13.00
<b>3.3 HMAC Coring</b>			
3.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	\$60.00
3.3.2	Field Tech time (on-site only, 2-hour minimum)	Per hr	\$60.00
3.3.3	Core, per inch thickness		
	3.3.3.1 - 0"-6" depth @ 6"Ø (includes patching and sample prep.)	Per ea	\$98.00
	3.3.3.2 - > 6"-10" depth @ 6"Ø (includes patching and sample prep.)	Per ea	\$108.50
	3.3.3.3 - > 10"-14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	\$140.00
	3.3.3.4 - >14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	\$140.00
	3.3.3.5 - Per inch beyond 14" depth @ 6"Ø (includes patching and sample prep.)	Per inch	\$6.00
<b>3.4 Laboratory Testing of Liquid Asphalt and Emulsions</b>			
3.4.1	Abson Recovery (Extraction using Solvent is not Included)	Per ea	\$240.00
3.4.2	Breaking Index (Asphalt Emulsions)	Per ea	\$94.00
3.4.3	Cement Mix	Per ea	\$71.00
3.4.4	Demulsibility (Anionic or Cationic Emulsions)	Per ea	\$71.00
3.4.5	Density of Emulsified Asphalt	Per ea	\$71.00
3.4.6	Ductility of Bituminous Materials	Per ea	\$101.00
3.4.7	Elastic Recovery Test	Per ea	\$82.00
3.4.8	Float Test For Bituminous Materials	Per ea	\$82.00
3.4.9	Kinematic Viscosity of Cut-Back Asphalt	Per ea	\$101.00
3.4.10	Penetration of Bituminous Materials	Per ea	\$63.00
3.4.11	Residue by Distillation (Cutback or Emulsified Asphalts)	Per ea	\$148.00
3.4.12	Residue by Evaporation	Per ea	\$148.00
3.4.13	Saybolt Viscosity of Emulsified Asphalt at 25°C (77°F)	Per ea	\$63.00
3.4.14	Saybolt Viscosity of Emulsified Asphalt at 50°C (122°F)	Per ea	\$63.00
3.4.15	Sieve Test of Emulsified Asphalt	Per ea	\$44.00
3.4.16	Softening Point of Bitumen (Ring-and-Ball)	Per ea	\$101.00

**EXHIBIT D****RATE SCHEDULE**

<b>CONSTRUCTION MATERIALS TESTING SERVICES</b>				
<b>Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC</b>			<b>Unit</b>	<b>RATES</b>
	3.4.17	Storage Stability (24 Hrs)	Per ea	\$110.00
	3.4.18	Specific Gravity of Emulsified Asphalt	Per ea	\$68.00
	3.5	Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)	Per ea	\$83.00
<b>4. Vehicle</b>				
	4.1	Vehicle		
	4.1.1	Within City of Austin ETJ, within 50 miles (one-way) from REL	Per trip	\$57.00
<b>5. Engineering Consultation</b>				
	5.1	Principal	Per hr	\$231.00
	5.2	Project Manager/Professional Engineer	Per hr	\$148.00
	5.3	Project Engineer	Per hr	\$115.00
	5.4	Graduate Engineer	Per hr	\$86.00
	5.5	Senior Engineering Technician	Per hr	\$75.00
	5.6	Engineering Technician (Asphalt, Concrete, Soils, etc.)	Per hr	\$60.00
	5.7	Clerical	Per hr	\$48.00

**NOTES:**

1. Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
2. The density test unit rate is based on a minimum of 3 tests per trip.
3. Transportation charges are applicable for all field testing assignments including sample pick up. But, if the technician is already at the job site, there is no sample pick up charges.
4. Subconsultants' fees shall be approved previous to work beginning.
5. Trip charge refers to the labor for the Engineering Technician to drive to site. This is charged hourly. Vehicle charges refer to cost of vehicle associated with the trip.



## **EXHIBIT E**

### **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

#### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

## **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.



### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

## **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.



- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental



- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**FIRM:** Rodriguez Engineering Laboratories LLC (“Engineer”)  
**ADDRESS:** 13809 Turbine Drive, Austin, Texas 78728  
**PROJECT:** Road & Bridge Department “On-Call” Materials Testing & Geotechnical Engineering Services (“Project”)

**THIS CONTRACT FOR ENGINEERING SERVICES** (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

**ARTICLE 2**  
**NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST**  
**PROHIBITED**

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.



**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

### **ARTICLE 3** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. \_\_\_\_", to authorize the Engineer to perform one or more tasks of the Engineering Services. 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, definite review times by County and Engineer of all Engineering Services 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 Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

### **ARTICLE 4** **CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Four-Hundred Thousand Dollars (\$400,000.00)** (the "Compensation Cap"), 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. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.



Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.<sup>a</sup> Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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<sup>a</sup> See also, Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor 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.

## **ARTICLE 7**

### **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not submitted to Williamson County<sup>b</sup> in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## **ARTICLE 8**

### **COMMENCEMENT OF ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

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<sup>b</sup> See Art. 6, *supra*.



**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Jose Melendez, P.E.  
Rodriguez Engineering Laboratories LLC  
13809 Turbine Drive,  
Austin, Texas 78728

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

**ARTICLE 10**  
**PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.



## **ARTICLE 11**

### **SUSPENSION**

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12**

### **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13**

### **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed



Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

#### **ARTICLE 14** **CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

#### **ARTICLE 15** **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's



subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 16**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. 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 reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## **ARTICLE 17**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## **ARTICLE 18**

### **REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work 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 Final Approval shall be paid for as Additional Engineering Services.



**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County 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.

**F. County's Reliance on Engineer.** ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.



If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## **ARTICLE 23**



## **ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

### **ARTICLE 24** **ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

### **ARTICLE 25** **INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. 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.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000.00 in the Engineer's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

**E. Insurance Company Rating.** 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.

**F. Certification of Coverage.** 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. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.



**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor  
c/o: Pam Navarrette  
710 Main Street, Suite 301  
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## **ARTICLE 26** **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## **ARTICLE 27** **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 28**  
**SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, 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 Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further 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.

**ARTICLE 31**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626



With copy to: Williamson County Dept. of Infrastructure  
Attn: Director of Road & Bridge  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626

and to: Office of General Counsel  
Williamson County  
710 Main Street, Suite 102  
Georgetown, Texas 78626

**Engineer:** Jose Melendez, P.E.  
Rodriguez Engineering Laboratories LLC  
13809 Turbine Drive,  
Austin, Texas 78728

## **ARTICLE 32**

### **GENERAL PROVISIONS**

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. 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 Contract, 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 Contract.

**H. Gender, Number and Headings.** Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present



officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

**P. Termination of Work Authorization.** Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.



### **ARTICLE 33**

#### **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

### **ARTICLE 34**

#### **EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.



**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

### **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**ENGINEER**

Rodriguez Engineering Laboratories LLC

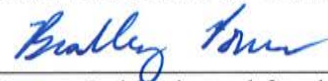
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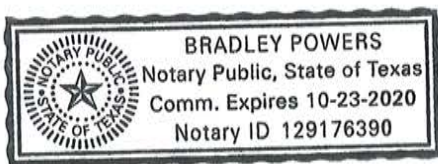
Printed Name: Jose Melendez, P.E.

Title: Laboratory Engineer

Date: April 3, 2020

SUBSCRIBED and sworn to before me the undersigned authority by Jose Melendez  
the 3rd of April, 2020 of **ENGINEER**, on behalf of said firm.

  
Notary Public in and for the  
State of Texas



My commission expires: 10/23/2020



**LIST OF EXHIBITS ATTACHED**

- |                      |   |
|----------------------|---|
| (1) <b>Exhibit A</b> | Debarment Certification                       |
| (2) <b>Exhibit B</b> | Engineering Services                          |
| (3) <b>Exhibit C</b> | Work Authorization                            |
| (4) <b>Exhibit D</b> | Rate Schedule                                 |
| (5) <b>Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| (6) <b>Exhibit F</b> | Certificates of Insurance                     |

**EXHIBIT A**  
**DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§

§

**COUNTY OF WILLIAMSON**

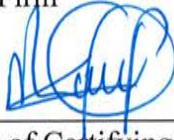
§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and
- (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Rodriguez Engineering Laboratories LLC

Name of Firm



\_\_\_\_\_  
Signature of Certifying Official

Jose Melendez, P.E.

\_\_\_\_\_  
Printed Name of Certifying Official

Laboratory Engineer

\_\_\_\_\_  
Title of Certifying Official

April

3

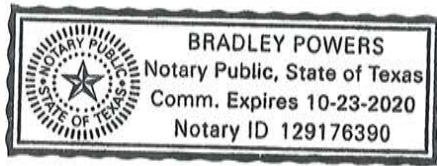
, 2020

\_\_\_\_\_  
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Jose Melendez  
the 3rd of April, 2020, on behalf of  
said firm.



Bradley Powers  
Notary Public in and for the  
State of Texas

My commission expires: 10/23/2020

## **EXHIBIT B**

### **ENGINEERING SERVICES**

The professional engineering services to be provided by the Engineer include, but are not limited to, On-Call Asphalt Sampling, Testing and Inspection of construction materials incorporated into the projects assigned to the Engineer. The testing frequency will be based on the current TxDOT minimum Guide Schedule of Sampling and Testing or as directed by the County. The Engineer will work at the direction and supervision of the County to provide the services. The Engineer will provide calibrated equipment and qualified personnel that are knowledgeable of the materials testing procedures. The Engineer will prepare reports for material tests, stating whether the material meets project specifications, includes information required by the test method, and are signed by a registered Professional Engineer licensed in the State of Texas. The engineering reports of test results will be provided by the Engineer in a timely manner to the County.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

**TASK 1 - PROJECT MANAGEMENT**

**TASK 2 - MATERIALS TESTING AND CONSULTATION**

**TASK 3 - CONSTRUCTION PHASE SERVICES**

A red handwritten signature, possibly reading "M. J.", is written over a faint, light-colored rectangular stamp or watermark.



## **EXHIBIT C**

### **WORK AUTHORIZATION**

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO. \_\_\_\_\_**

**PROJECT: \_\_\_\_\_**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated \_\_\_\_\_, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Engineering Laboratories LLC (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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 Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on \_\_\_\_\_, 2020. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

Rodriguez Engineering Laboratories LLC

COUNTY:

Williamson County, Texas

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

\_\_\_\_\_  
Jose Melendez, P.E.  
Printed Name

\_\_\_\_\_  
Laboratory Engineer  
Title

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

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

\_\_\_\_\_  
Title

#### LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule



## **EXHIBIT D**

### **RATE SCHEDULE**

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

**EXHIBIT D****RATE SCHEDULE**

<b>CONSTRUCTION MATERIALS TESTING SERVICES</b>				
<b>Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC</b>			<b>Unit</b>	<b>RATES</b>
<b>1. Testing of Soils and Base Materials</b>				
<b>1.1</b>	<b>Field Soil Density</b>			
1.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)		Per hr	\$60.00
1.1.2	Field Tech Time (on-site only, 2-hour minimum)		Per hr	\$60.00
1.1.3	Field Nuclear Density Test		Per ea	\$41.00
1.1.4	Field Density by Sand Cone Method (ASTM D1556)		Per ea	\$55.00
<b>1.2</b>	<b>Bulk Sample Pick-Up</b>			
1.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)		Per hr	\$60.00
<b>1.3</b>	<b>Laboratory Moisture Density Relationship</b>			
1.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)		Per hr	\$60.00
1.3.2	Field Tech Time (on-site only, 2-hour minimum)		Per hr	\$60.00
1.3.3	Moisture Density Relationship of Soil-Cement (ASTM D 558)		Per ea	\$275.00
1.3.4	Moisture Density Relationship (ASTM D 698) Standard Proctor Compaction Test)		Per ea	\$275.00
1.3.5	Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)		Per ea	\$275.00
1.3.6	Moisture Density Relationship (TEX-113-E) Compaction Test		Per ea	\$275.00
1.3.7	Moisture Density Relationship (TEX-114-E, Part I) Compaction Test		Per ea	\$275.00
1.3.8	Moisture Density Relationship (TEX-114-E, Part II) Compaction Test		Per ea	\$308.00
<b>1.4</b>	<b>Laboratory Testing of Soils</b>			
1.4.1	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)		Per ea	\$78.00
1.4.2	Bar Linear Shrinkage of Soils (TEX-107-E)		Per ea	\$66.00
1.4.3	CBR of Laboratory-Compacted Soils (ASTM D1883)		Per ea	\$495.00
	1.4.3.1 Each Additional Point		Per ea	\$165.00
1.4.4	Depth Check (Tex-140-E)		Per ea	\$20.00
1.4.5	Dry Unit Weight Test of Soils		Per ea	\$38.00
1.4.6	Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve) (in addition to hourly charge)		Per point	\$22.00
1.4.7	Hydrometer Analysis (ASTM D422), (mechanical sieve analysis is not included)		Per ea	\$116.00
1.4.8	Lime Series Curve (ASTM D 4318)		Per point	\$102.00
1.4.9	Natural Moisture Content		Per ea	\$22.50
1.4.10	Organic Content of Soils (Tex-148-E)		Per ea	\$185.00
1.4.11	Percent Passing No. 200 Sieve (TEX-111-E)		Per ea	\$51.00
1.4.12	PVR (Tex-124-E), testing is not included		Per ea	\$114.00
1.4.13	Resistivity of Soils (TEX-129-E)		Per ea	\$109.00
1.4.14	Sample Preparation (TEX-101-E)		Per ea	\$75.00
1.4.15	Sample Remolding		Per hr	\$60.00
1.4.16	Sieve Analysis (TEX-110-E)		Per ea	\$78.00
1.4.17	Shrinkage (Volumetric) (ASTM D427, ASTM D4943)		Per ea	\$81.00
1.4.18	Soil Cement or Lime Compression Test (TEX-120-E, TEX-121-E)		Per ea	\$82.00
1.4.19	Soil pH (Tex-128-E)		Per ea	\$65.00
1.4.20	Soil Specific Gravity (TEX-108-E)		Per ea	\$74.00
1.4.21	Stabilization Ability of Lime by Soil PH (TEX-121-E Part III) up to 6 points		Per ea	\$278.00
1.4.22	Sulfate Content (Tex-145-E)		Per ea	\$105.00
1.4.23	Texture Depth by Sand Patch (Tex-436-A)		Per ea	\$65.00
1.4.24	Unconfined Compression Test - Cohesive Soils (ASTM D2166)		Per ea	\$58.00
1.4.25	Unconfined Compression Test - Rock (ASTM D2938)		Per ea	\$81.00
<b>1.5</b>	<b>Texas Triaxial Compression Test on Base Material TEX-117E, Part II, including the following:</b>			
1.5.1	Molding, Curing, and Testing 9 Specimens		Per ea	\$1,395.00
1.5.2	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)		Per ea	\$78.00
1.5.3	Bar Linear Shrinkage of Soils (TEX-107-E)		Per ea	\$66.00
1.5.4	Percent Passing No. 200 Sieve (TEX-111-E)		Per ea	\$51.00



**EXHIBIT D****RATE SCHEDULE**

<b>CONSTRUCTION MATERIALS TESTING SERVICES</b>				
<b>Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC</b>			<b>Unit</b>	<b>RATES</b>
1.5.5	Sample Preparation (TEX-101-E)		Per ea	\$75.00
1.5.6	Sieve Analysis (TEX-110-E)		Per ea	\$78.00
1.5.7	Wet Ball Mill (TEX-116-E)		Per ea	\$242.00
1.6	Report of Soil Test Results (includes clerical, engineering review/seal, etc.)		Per ea	\$83.00
<b>2. Testing of Concrete and Aggregates</b>				
<b>2.1 Concrete Cylinder</b>				
2.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)		Per hr	\$60.00
2.1.2	Field Tech Time (on-site only, 2-hour minimum)		Per hr	\$60.00
2.1.3	Cylinder Charge (per each)		Per ea	\$29.00
<b>2.2 Concrete Coring</b>				
2.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)		Per hr	\$60.00
2.2.2	Field Tech Time (on-site only, 2-hour minimum)		Per hr	\$60.00
2.2.3	Concrete Coring Equipment Charge		Per hr	\$42.00
2.2.4	Core Bit Surcharge (in addition to base equipment charge)			
	2.2.4.1 - 3-inch diameter core		Per inch	\$5.00
	2.2.4.2 - 4-inch diameter core		Per inch	\$6.50
	2.2.4.3 - 6-inch diameter core		Per inch	\$8.55
2.2.5	Concrete Core Strength Testing, Includes Core Curing and Preparation		Per ea	\$72.00
<b>2.3 Laboratory Testing of Concrete and Aggregates</b>				
2.3.1	Abrasion Test (TEX-410-A)		Per ea	\$265.00
2.3.2	Absorption of Aggregate		Per ea	\$40.00
2.3.3	Aggregate Gradation Analysis (TEX-200-F)		Per ea	\$78.00
2.3.4	Beam Flexural Strength (TEX 448-A)		Per ea	\$43.00
2.3.5	Coarse Aggregate Angularity		Per ea	\$82.00
2.3.6	Crushed Face Count (TEX-460-A)		Per ea	\$83.00
2.3.7	Decantation (Tex-406-E)		Per ea	\$37.00
2.3.8	Deleterious Materials (Clay Lumps/Friable Part I) Mineral Aggregate (Tex-413-A)		Per ea	\$73.00
2.3.9	Fine Aggregate Angularity		Per ea	\$82.00
2.3.10	Fineness Modulus of Fine Aggregate (Tex-402-A)		Per ea	\$45.00
2.3.11	Flat, Elongated Particles (ASTM D4791)		Per ea	\$82.00
2.3.12	Micro Deval Abrasion (TEX-461-A)		Per ea	\$245.00
2.3.13	Organic Impurities in Fine Aggregate (Tex-408-A)		Per ea	\$56.00
2.3.14	Pavement Thickness by Direct Measurement (Tex-423-A)		Per ea	\$30.00
2.3.15	Sand Equivalent (Clay Content) (Tex-203-F)		Per ea	\$95.00
2.3.16	Sieve Analysis of Fine and Coarse Aggregate (Tex-401-A)		Per ea	\$78.00
2.3.17	Soundness, Sodium, or Magnesium (ASTM C88, Tex-411-A)		Per ea	\$390.00
2.3.18	Specific Gravity of Aggregate		Per ea	\$60.00
2.3.19	Splitting Tensile Strength of Cylindrical Concrete Specimen (ASTM C496)		Per ea	\$43.00
2.3.20	Thickness of Concrete Cylinders or CTB Cores (ASTM C174)		Per ea	\$20.00
2.3.21	Unit Weight of Aggregate		Per ea	\$40.00
2.3.22	Unit weight of Concrete Specimens by Measurements		Per ea	\$15.00
2.4	Report of Concrete Test Results (includes clerical, engineering review/seal, etc.)		Per ea	\$83.00
<b>3. Testing of HMAc and Liquid Asphalt</b>				
<b>3.1 HMAc Field Testing and Sample Pick-up</b>				
3.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)		Per hr	\$60.00
3.1.2	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)		Per hr	\$60.00
3.1.3	Field Tech Time (on-site only, 2-hour minimum)		Per hr	\$60.00
3.1.4	Longitudinal Joint Density with Density Gauge (Tex-207-F, VII) (Plus Tech time)		Per ea	\$78.00



**EXHIBIT D****RATE SCHEDULE**

<b>CONSTRUCTION MATERIALS TESTING SERVICES</b>				
<b>Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC</b>			<b>Unit</b>	<b>RATES</b>
	3.1.5	Mat Segregation with Density Gauge (Tex-207-F, Part V) (Plus Tech time)	Per ea	\$78.00
	3.1.6	Pavement Thickness Determination (Tex-140-E)(Plus Tech time)	Per ea	\$20.00
	3.1.7	Thermal Profile (Tex-244-F)(Plus Tech time)	Per ea	\$175.00
	<b>3.2</b>	<b>Laboratory Testing of HMA</b>		
	3.2.1	Asphalt Content by Extraction (TEX-210-F, T164)	Per ea	\$168.00
	3.2.2	Asphalt Content by Ignition Method (Tex-236-F)	Per ea	\$180.00
	3.2.3	Boiling Stripping Test (TEX-530-C)	Per ea	\$110.00
	3.2.4	Bulk Density of Compacted Specimens (TEX-207-F, Part I) (2 or 3 per set)	Per ea	\$62.00
	3.2.5	Cantabro Loss (TEX-245-F) (Molding is not included)	Per ea	\$112.00
	3.2.6	Extraction (Gradation & Asphalt Content) (Tex-200-F, Tex-210-F, D2172, T164)	Per ea	\$146.00
	3.2.7	Gradation of Aggregate from Extraction or Ignition (TEX-200-F)	Per ea	\$78.00
	3.2.8	Hamburg Wheel Tracker (TEX-242-F) (Includes Molding)	Per ea	\$566.00
	3.2.9	Hamburg Wheel Tracker (TEX-242-F) (Molded by Client)	Per ea	\$395.00
	3.2.10	Hveem Stability (TEX-208-F) (3 per set)	Per ea	\$62.00
	3.2.11	Indirect Tensile Strength (TEX-226-F) (Molding is not included)	Per ea	\$73.00
	3.2.12	Maximum Theoretical Specific Gravity, Rice Method (Tex 227-F)		
		3.2.12.1 - Bag Sample	Per ea	\$56.00
		3.2.12.2 - Core Sample	Per ea	\$66.00
	3.2.13	Sand Equivalent (Clay Content) (Tex-203-F)	Per ea	\$95.00
	3.2.14	Specific Gravity, Bulk Core	Per ea	\$27.00
	3.2.15	Specific Gravity, Bulk Core (Vacuum Method)	Per ea	\$62.00
	3.2.16	Specimen Molding, Bulk Density, and Stability (3 per set) (Tex-206-F, 207-F, 208-F)	Per ea	\$186.00
	3.2.17	Specimen Molding by SGC (TEX-241-F) (2 per set)	Per ea	\$85.00
	3.2.18	Specimen Molding by TGC (TEX-206-F) (3 per set)	Per ea	\$62.00
	3.2.19	Thickness of HMA cores by Direct Measurement	Per ea	\$13.00
	<b>3.3</b>	<b>HMA Coring</b>		
	3.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	\$60.00
	3.3.2	Field Tech time (on-site only, 2-hour minimum)	Per hr	\$60.00
	3.3.3	Core, per inch thickness		
		3.3.3.1 - 0"-6" depth @ 6"Ø (includes patching and sample prep.)	Per ea	\$98.00
		3.3.3.2 - > 6"-10" depth @ 6"Ø (includes patching and sample prep.)	Per ea	\$108.50
		3.3.3.3 - > 10"-14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	\$140.00
		3.3.3.4 - > 14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	\$140.00
		3.3.3.5 - Per inch beyond 14" depth @ 6"Ø (includes patching and sample prep.)	Per inch	\$6.00
	<b>3.4</b>	<b>Laboratory Testing of Liquid Asphalt and Emulsions</b>		
	3.4.1	Abson Recovery (Extraction using Solvent is not Included)	Per ea	\$240.00
	3.4.2	Breaking Index (Asphalt Emulsions)	Per ea	\$94.00
	3.4.3	Cement Mix	Per ea	\$71.00
	3.4.4	Demulsibility (Anionic or Cationic Emulsions)	Per ea	\$71.00
	3.4.5	Density of Emulsified Asphalt	Per ea	\$71.00
	3.4.6	Ductility of Bituminous Materials	Per ea	\$101.00
	3.4.7	Elastic Recovery Test	Per ea	\$82.00
	3.4.8	Float Test For Bituminous Materials	Per ea	\$82.00
	3.4.9	Kinematic Viscosity of Cut-Back Asphalt	Per ea	\$101.00
	3.4.10	Penetration of Bituminous Materials	Per ea	\$63.00
	3.4.11	Residue by Distillation (Cutback or Emulsified Asphalts)	Per ea	\$148.00
	3.4.12	Residue by Evaporation	Per ea	\$148.00
	3.4.13	Saybolt Viscosity of Emulsified Asphalt at 25°C (77°F)	Per ea	\$63.00
	3.4.14	Saybolt Viscosity of Emulsified Asphalt at 50°C (122°F)	Per ea	\$63.00
	3.4.15	Sieve Test of Emulsified Asphalt	Per ea	\$44.00
	3.4.16	Softening Point of Bitumen (Ring-and-Ball)	Per ea	\$101.00



**EXHIBIT D****RATE SCHEDULE**

<b>CONSTRUCTION MATERIALS TESTING SERVICES</b>				
<b>Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC</b>			<b>Unit</b>	<b>RATES</b>
	3.4.17	Storage Stability (24 Hrs)	Per ea	\$110.00
	3.4.18	Specific Gravity of Emulsified Asphalt	Per ea	\$68.00
	3.5	Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)	Per ea	\$83.00
<b>4. Vehicle</b>				
	4.1	Vehicle		
	4.1.1	Within City of Austin ETJ, within 50 miles (one-way) from REL	Per trip	\$57.00
<b>5. Engineering Consultation</b>				
	5.1	Principal	Per hr	\$231.00
	5.2	Project Manager/Professional Engineer	Per hr	\$148.00
	5.3	Project Engineer	Per hr	\$115.00
	5.4	Graduate Engineer	Per hr	\$86.00
	5.5	Senior Engineering Technician	Per hr	\$75.00
	5.6	Engineering Technician (Asphalt, Concrete, Soils, etc.)	Per hr	\$60.00
	5.7	Clerical	Per hr	\$48.00

**NOTES:**

1. Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
2. The density test unit rate is based on a minimum of 3 tests per trip.
3. Transportation charges are applicable for all field testing assignments including sample pick up. But, if the technician is already at the job site, there is no sample pick up charges.
4. Subconsultants' fees shall be approved previous to work beginning.
5. Trip charge refers to the labor for the Engineering Technician to drive to site. This is charged hourly. Vehicle charges refer to cost of vehicle associated with the trip.

## **EXHIBIT E**

### **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

#### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.



## **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.



- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

## **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**Commissioners Court - Regular Session****30.****Meeting Date:** 04/21/2020

Awarding IFB #3624 Spring 2020 Cul-de-sac Fog Seal

**Submitted For:** Randy Barker**Submitted By:** Thomas Skiles,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding IFB #3624 Spring 2020 Cul-de-sac Fog Seal (Anderson Mill) to the lowest responsive bidder Alpha Paving Industries, LLC. and authorizing execution of the agreement.

**Background**

Purchasing solicited bids for Cul-de-sac fog seal. 3 suppliers participated in the IFB of which 1 supplier submitted a response. After a review of the 1 bid received by Road & Bridge it was determined that Alpha Paving did submit the lowest responsive bid. Total contract amount will be \$152,600.00. Department point of contact is Kon Kwan. Funding source 01.0200.0210.003599. This expense was budgeted for FY20.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Award Letter

Contract

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 04/16/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

04/16/2020 09:56 AM

04/16/2020 10:41 AM

Started On: 04/16/2020 08:38 AM





March 16, 2020

Mr. Randy Barker  
Director/Purchasing Agent  
100 Wilco Way  
Georgetown, Texas 78626

Subject: Recommendation for IFB #3624 – Spring 2020 Fog Seal (Anderson Mill West)

Below is the bid tabulation for the subject-referenced project. The bid has been reviewed and the apparent overall best value for the IFB #3624 – Spring 2020 Fog Seal (Anderson Mill West). The bid (Alpha Paving Industries LLC) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid total:

1. Alpha Paving Industries LLC - \$152,600.00

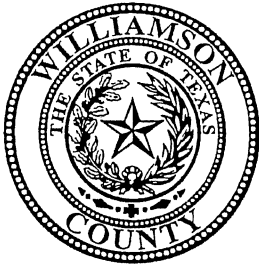
The Contractor's base bid is \$749.00 below the Engineer's Estimate, a cost decrease of 0.49%.

In addition to meeting the bid qualifications subject to being overall best value bidder, Alpha Paving Industries LLC has performed similar work on other projects and received positive references from those contacted. Based on the bid of \$152,600.00 and the passed favorable experience with the bidder, I recommend to the Williamson County Commissioners' Court that they award Alpha Paving Industries LLC the contract for the Spring 2020 Fog Seal (Anderson Mill West) project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.  
County Engineer  
Williamson County



## Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Alpha Paving Industries, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 3624, Spring 2020 Fog Seal (Anderson Mill West); including the specifications set forth therein, which is incorporated herein as if copied in full.

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of One Hundred Fifty Two Thousand Six Hundred Dollars and Zero Cents (\$ 152,600.00) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 3624, including the specifications set forth therein, which is incorporated herein as if copied in full.

**Additional Work:** Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

### ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

**4.1 Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

**4.2 Substantial Completion.** "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: 15 days from the Notice to Proceed

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

**4.3 Final Completion.** The Work shall be fully and finally completed 20 days from the notice to proceed; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

**4.4 Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of Two Hundred dollars per day (\$ 200 /day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

## **ARTICLE 5 PAYMENT:**

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

## **ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

**6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.4** Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**6.5** As part of Contractor obligation to coordinate the Work, Contract shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

**6.6** Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

**6.7** Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

**6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.**

**6.9** Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

**6.10** Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

#### **COMMISSIONING AND WARRANTY RESPONSIBILITIES**

**6.11** Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

**6.12** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

**6.13** Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

#### **ARTICLE 7 OWNER'S RESPONSIBILITIES**

**7.1** The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;



- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

## ARTICLE 8 INSURANCE AND INDEMNITY

**8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

**8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage		Limits of Liability
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	
	COVERAGE	PER PERSON PER OCCURRENCE
	Comprehensive General Liability (including premises, completed operations and contractual)	\$ 1,000,000 \$ 1,000,000
	Aggregate policy limits:	\$1,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- e. Builder's Risk Insurance  
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- f. Umbrella coverage in the amount of not less than \$1,000,000.

**8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

**8.1.3** Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

**8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
  - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
  - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.5** The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

**8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**8.1.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

**8.1.10** The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## **8.2 INDEMNITY.**

**8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

**8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 9 BONDS**

**9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.



**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## **ARTICLE 10 TERMINATION**

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21<sup>st</sup>) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

**11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**11.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

**11.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

**11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

**11.9 Audits.** Contractor agrees that Owner 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 Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

**11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**11.11 No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor 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, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Sales and Use Tax Exemption.** Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

**11.15 Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**11.16 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**11.17 Equal Opportunity in Employment.** The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement 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.

**11.18 Reports of Accidents.** Within 24 hours after Contractor 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 Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor 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 Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, 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 Contractor's performance of work under this Agreement.

**11.19 Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**11.20 Appropriation of Funds by Owner.** Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**11.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**11.22 Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Party Representatives**

Owner's Designated Representative ("ODR"):

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

**CONTRACTOR:**

Alpha Paving Industries, LLC

By: Andrew Kim  
Andrew Kim (Mar 27, 2020)

Printed Name: Andrew Kim

Title: PRESIDENT

Date: Mar 27, 2020

Contractor's Designated Representative:

Andrew Kim 512.801.5552  
\_\_\_\_\_  
\_\_\_\_\_

**Commissioners Court - Regular Session****31.****Meeting Date:** 04/21/2020

KC Engineering Inc WA 1 On Call Small Maintenance Projects 2965

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$50,000.00 to expire on March 31, 2022 under Williamson County Contract for Engineering Services between K.C. Engineering, Inc. and Williamson County dated March 24, 2020 for On Call Professional Engineering Services for Small Maintenance Projects. Funding source: 01.0200.0210.004100.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

KC Engineering Inc WA 1 On Call Small Maintenance Projects 2965

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/16/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

04/16/2020 10:18 AM

04/16/2020 10:38 AM

Started On: 04/16/2020 09:31 AM



**WORK AUTHORIZATION NO. 1**

**PROJECT: On Call Professional Engineering Services for Small Maintenance Projects**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 24, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **K.C. Engineering, Inc.** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$50,000.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 31, 2022.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

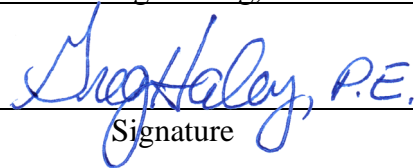
Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

\_\_\_\_\_  
K.C. Engineering, Inc.

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

 P.E.  
Signature

\_\_\_\_\_  
Greg Haley, P.E.

Printed Name

\_\_\_\_\_  
President

Title

COUNTY:

\_\_\_\_\_  
Williamson County, Texas

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

Signature

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

\_\_\_\_\_  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## **Attachment A - Services to be Provided by County**

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.

## **Attachment B - Services to be Provided by Engineer**

### General Description of Project:

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within Williamson County.

The Engineer shall prepare a Memorandum of Understanding (MOU) prior to the start of each on-call service for review and approval by the County.

The MOU can contain one or more of the following tasks, as more fully described in Exhibit B of the Professional Services Agreement:

- TASK 1: PROJECT MANAGEMENT
- TASK 2: TOPOGRAPHIC AND R.O.W. SURVEYS
- TASK 3: PRELIMINARY ENGINEERING
- TASK 4: GEOTECHNICAL INVESTIGATION
- TASK 5: ENVIRONMENTAL STUDIES
- TASK 6: UTILITY COORDINATION
- TASK 7: FEMA COORDINATION
- TASK 8: FINAL ENGINEERING
- TASK 9: BIDDING PHASE SERVICES
- TASK 10: CONSTRUCTION PHASE SERVICES

## **Attachment C - Work Schedule**

### General Description of Project:

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within unincorporated areas of Williamson County.

### Work Schedule

Engineering services will be provided on an on-call basis, with work schedules to be developed as work is dispatched and directed by Williamson County staff.



## **ATTACHMENT D - FEE SCHEDULE**

### **SMALL MAINTENANCE PROJECTS**

#### **K.C. ENGINEERING, INC.**

Principal Engineer	\$ 250.00	per hour
Senior Project Manager	\$ 215.00	per hour
Project Manager	\$ 200.00	per hour
Senior Project Engineer	\$ 195.00	per hour
Project Engineer	\$ 165.00	per hour
Engineer-in-Training	\$ 125.00	per hour
Engineering Assistant	\$ 110.00	per hour
CAD Technician	\$ 95.00	per hour
Clerical	\$ 80.00	per hour

#### Other Expenses:

##### Photocopies (per page):

8-1/2" x 11" (B&W)	\$ 0.15 each
8-1/2" x 11" (Color)	\$ 0.75 each
11" x 17" (B&W)	\$ 0.30 each
11" x 17" (Color)	\$ 1.50 each
24" x 36"	\$ 4.50 each
Other Sizes	\$ 1.50 per square foot

**Attachment D - Rate Schedule**  
**Small Maintenance Projects**

P.E. Structural Consultants, Inc.	
<b>CATEGORY</b>	<b>RATE</b>
Principal Engineer	\$265.00
Sr. Project Manager/VP	\$220.00
Senior Structural Engineer	\$210.00
Senior Struct'l QAQC Manager	\$200.00
Structural Engineer/Project Manager	\$182.00
Structural Project Engineer	\$150.00
Structural Design Engineer	\$125.00
EIT II	\$112.00
EIT I	\$105.00
Graduate Engineer	\$75.00
Undergraduate Engineer	\$60.00
CADD/Production Manager	\$160.00
Senior CADD Technician	\$115.00
CADD Technician	\$90.00
Admin/Clerical	\$75.00
<b>DIRECT EXPENSES</b>	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Photocopies B/W (8 1/2" X 11") (per page)	\$0.15
Photocopies Color (8 1/2" X 11") (per page)	\$1.00
Photocopies B/W (11" X 17") (per page)	\$0.25
Photocopies Color (11" X 17") (per page)	\$2.00

## Attachment D - Rate Schedule



### AmaTerra Environmental, Inc.

Labor/Staff Classification	Hourly Rate
Principal	\$232.00
Program Director	\$164.00
Project Manager	\$142.00
Env. Specialist/Planner IV	\$136.00
Env. Specialist/Planner III	\$114.00
Env. Specialist/Planner II	\$79.00
Env. Specialist/Planner I	\$76.00
Sr. Historical Architect	\$137.00
Historical Architect/Historian IV	\$147.00
Architectural Historian/Historian III	\$118.00
Architectural Historian/Historian II	\$89.00
Architectural Historian/Historian I	\$73.00
Archeologist VI/ Sr. Principal Investigator	\$136.00
Archeologist V/ Principal Investigator	\$101.00
Archeologist IV/Project Archeologist/Lab Director	\$91.00
Archeologist III/Field Director	\$86.00
Archeologist II/Crew Chief	\$77.00
Archeologist I/Technician	\$67.00
GIS Specialist	\$109.00
GIS Technician/Illustrator/Drafter	\$70.00
Admin./Document Production Spvr	\$88.00
Editor	\$74.00
Clerical	\$61.00

Reimbursable Expenses	
Photocopies B/W	\$0.10
Photocopies Color	\$1.00
GPS Rental	\$25 / day

## Attachment D - Rate Schedule

### PERSONNEL

Principal	\$150.00/hour
Registered Land Surveyor	\$135.00/hour
Project Manager	\$105.00/hour
GIS Specialist	\$90.00/hour
Survey Technician	\$75.00/hour
Survey Technician II	\$85.00/hour
Senior Survey Technician	\$95.00/hour
2 Person Survey Crew	\$135.00/hour
3 Person Survey Crew	\$155.00/hour
Project Support/Data Processor	\$50.00/hour

### NON-LABOR EXPENSES

18" x 24" Copies (Paper)	\$5.00 per sheet
24" x 36" Copies (Paper)	\$8.00 per sheet
18" x 24" Copies (Mylar)	\$15.00 per sheet
24" x 36" Copies (Mylar)	\$20.00 per sheet

**Commissioners Court - Regular Session****32.****Meeting Date:** 04/21/2020

M&amp;S Engineering WA1 On Call Sm Maint 2965

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$50,000.00 to expire March 23, 2022 under Williamson County Contract for Engineering Services between M&S Engineering and Williamson County dated March 24, 2020 for On Call Professional Engineering Services for Small Maintenance Projects. Funding source: 01.0200.0210.004100.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

M&amp;S Engineering WA1 On Call Sm Maint 2965

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/16/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

04/16/2020 11:11 AM

04/16/2020 11:22 AM

Started On: 04/16/2020 10:58 AM

**WORK AUTHORIZATION NO. 1**

**PROJECT: On Call Professional Engineering Services for Small Maintenance Projects**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 24, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **M&S Engineering** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$50,000.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 23, 2022.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.



EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

M&S Engineering, LLC

By:   
Signature

Jerod Mott  
Printed Name

Municipal Dept Manager  
Title

COUNTY:

Williamson County, Texas

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

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

\_\_\_\_\_  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## **Attachment A - Services to be Provided by County**

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.

## **Attachment B - Services to be Provided by Engineer**

### General Description of Project:

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within Williamson County.

The Engineer shall prepare a Memorandum of Understanding (MOU) prior to the start of each on-call service for review and approval by the County.

The MOU can contain one or more of the following tasks, as more fully described in Exhibit B of the Professional Services Agreement:

- TASK 1: PROJECT MANAGEMENT
- TASK 2: TOPOGRAPHIC AND R.O.W. SURVEYS
- TASK 3: PRELIMINARY ENGINEERING
- TASK 4: GEOTECHNICAL INVESTIGATION
- TASK 5: ENVIRONMENTAL STUDIES
- TASK 6: UTILITY COORDINATION
- TASK 7: FEMA COORDINATION
- TASK 8: FINAL ENGINEERING
- TASK 9: BIDDING PHASE SERVICES
- TASK 10: CONSTRUCTION PHASE SERVICES

## **Attachment C - Work Schedule**

### General Description of Project:

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within unincorporated areas of Williamson County.

### Work Schedule

Engineering services will be provided on an on-call basis, with work schedules to be developed as work is dispatched and directed by Williamson County staff.

## **Attachment D - Fee Schedule**

The following pages are the Exhibit D Rate Schedules included in the Professional Services Agreement and are applicable to this Work Authorization.



## EXHIBIT D – RATE SCHEDULE



### M&S ENGINEERING

CIVIL | ELECTRICAL | STRUCTURAL | MEP

Labor Classification	Base Rate
Technician I	\$ 60.00
Technician II	\$ 65.00
Technician III	\$ 70.00
Technician IV	\$ 75.00
Project Technician I	\$ 80.00
Project Technician II	\$ 85.00
Project Technician III	\$ 90.00
Project Technician IV	\$ 95.00
Project Technician V	\$ 100.00
Senior Technician I	\$ 105.00
Senior Technician II	\$ 110.00
Senior Technician III	\$ 115.00
Senior Technician IV	\$ 120.00
Project Manager I	\$ 150.00
Project Manager II	\$ 160.00
Project Manager III	\$ 170.00
Project Manager IV	\$ 180.00
Project Engineer I	\$ 135.00
Project Engineer II	\$ 145.00
Project Engineer III	\$ 150.00
Project Engineer IV	\$ 155.00
Project Engineer V	\$ 160.00
Administrative I	\$ 65.00
Administrative II	\$ 75.00
Administrative III	\$ 80.00

Labor Classification	Base Rate
Technical Specialist I	\$ 125.00
Technical Specialist II	\$ 135.00
Technical Specialist III	\$ 145.00
Technical Specialist IV	\$ 155.00
Graduate Engineer/SIT I	\$ 100.00
Graduate Engineer/SIT II	\$ 110.00
Graduate Engineer/SIT III	\$ 120.00
Graduate Engineer/SIT IV	\$ 130.00
CAD Operator I	\$ 70.00
CAD Operator II	\$ 75.00
Senior CAD Operator I	\$ 80.00
Senior CAD Operator II	\$ 85.00
Senior Engineer I/RPLS I	\$ 165.00
Senior Engineer II/RPLS II	\$ 170.00
Senior Engineer III/RPLS III	\$ 175.00
Senior Engineer IV/RPLS IV	\$ 180.00
Principal Engineer I	\$ 190.00
Principal Engineer II	\$ 200.00
Principal Engineer III	\$ 210.00
1 Man Survey Crew	\$ 110.00
2 Man Survey Crew	\$ 155.00
3 Man Survey Crew	\$ 175.00

Rates are inclusive of all surveying equipment, including stakes, marking paints, and other consumable items required.

Updated 12/05/2019

Revised per Williamson County comments 03/02/2020

## EXHIBIT D – RATE SCHEDULE



### M&S ENGINEERING

CIVIL | ELECTRICAL | STRUCTURAL | MEP

#### Deliverable/Printing Pricing Schedule

DESCRIPTION	COST
Small job books (1" to 1 1/2" binder)	\$25.00
Medium job books (2" to 2 1/2" binder)	\$45.00
Large job books (3" and above binder)	\$65.00
Plots - "C" size (18x 24) Black & White	\$1.50
Plots - "C" size (18x 24) Color	\$2.50
Plots - "D" size (22X34) Black & White	\$2.50
Plots - "D" size (22X34) Color	\$3.50

#### Additional Equipment

For site specific requirements that do not allow for access via 4x4 trucks, M&S will provide use of various all-terrain vehicles to facilitate field work. Reimbursement for usage of such equipment will be billed at the following rates:

Equipment	Rate
4 Wheeler	\$100/day
Utility Vehicle (Mule)	\$150/day

Updated 12/05/2019

Revised per Williamson County comments 03/02/2020

**EXHIBIT D – RATE SCHEDULE  
WILLIAMSON COUNTY - SMALL MAINTENANCE PROJECTS  
M&S ENGINEERING**

**Raba Kistner Consultants, Inc.**

Principal.....	\$ 220.00
Senior Geotechnical Engineer.....	\$ 195.00
Project Manager .....	\$ 185.00
Geotechnical Engineer.....	\$ 165.00
Engineer in Training.....	\$ 135.00
Geologist .....	\$ 120.00
Geotechnical Logger.....	\$ 110.00
CADD Technician.....	\$ 95.00
Senior Geotechnical Engineering Technician.....	\$ 80.00
Geotechnical Laboratory Technician.....	\$ 75.00
Geotechnical Engineering Technician.....	\$ 70.00
Admin/Clerical.....	\$ 60.00

**Direct Expenses**

8 ½” x 11” b/w Paper Copies.....	\$ 0.21 per page
11” x 17” b/w Paper Copies.....	\$ 0.31 per page
8 ½” x 11” color Paper Copies.....	\$ 0.38 per page
11” x 17” color Paper Copies.....	\$ 0.45 per page
Drill Rig Mobilization (min charge).....	\$ 495.00 each
Drill Rig Mobilization.....	\$ 6.50 per mile
Logger Truck .....	\$ 0.85 per mile
Drilling & Sampling (Cohesive/Granular Soils)....	\$ 19.50 per ft
Hollow Stem Drilling (Granular Soils)....	\$ 28.00 per ft
Drilling & Sampling (Soft Rock - Limestone).....	\$ 35.00 per ft
Drilling & Sampling (Hard Rock - Limestone).....	\$ 42.00 per ft
Texas Cone Penetrometer.....	\$ 25.00 per test
Standard Penetration Testing.....	\$ 20.00 per test
Bentonite Backfill.....	\$ 3.50 per ft
Driller Standby .....	\$ 195.00 per hour
Traffic Control .....	\$ 3,000.00 per day
Lab Testing (Moisture Content).....	\$ 15.00 per test
Lab Testing (Atterberg Limit).....	\$ 105.00 per test
Lab Testing (Percent Passing No. 200 Sieve) ...	\$ 58.00 per test
Lab Testing (Sieve Analysis) .....	\$ 85.00 per test
Lab Testing (Hydrometer) .....	\$ 355.00 per test
Lab Testing (Corrosivity: Chloride,pH,Resisitivity)	\$ 175.00 per test
Lab Testing (Unconfined Compression –Soil).....	\$ 32.00 per test
Lab Testing (Unconfined Compression – Rock)...	\$ 38.00 per test
Lab Testing (Sulfate Testing).....	\$ 98.00 per test
Lab Testing (Lime Series Curve) .....	\$ 410.00 per test

**EXHIBIT D – RATE SCHEDULE**  
**WILLIAMSON COUNTY - SMALL MAINTENANCE PROJECTS**  
**M&S ENGINEERING**

Lab Testing (Moisture/Density Test).....	\$ 295.00 per test
Lab Testing (Resilient Modulus) .....	\$ 1,800.00 per test
Lab Testing (California Bearing Ratio Test).....	\$ 185.00 per test

## EXHIBIT D – RATE SCHEDULE

Consultant Firm Name:

Prime or Sub:

Cox McLain Envl. Cons.
Sub

Discipline	Proposal - Initial Year
	Base Rate (\$/HR)
Principal-in-Charge	\$ 165.00
Project Manager	\$ 150.00
Senior GIS Operator	\$ 95.00
GIS Operator	\$ 85.00
GIS Technician	\$ 75.00
Senior Geologist	\$ 110.00
Geologist	\$ 90.00
Senior Environmental Planner	\$ 130.00
Environmental Planner IV	\$ 110.00
Environmental Planner III	\$ 95.00
Environmental Planner I/II	\$ 85.00
Senior Environmental Scientist	\$ 110.00
Environmental Scientist IV	\$ 95.00
Environmental Scientist III	\$ 85.00
Environmental Scientist I/II	\$ 75.00
Senior Biologist	\$ 110.00
Biologist IV	\$ 95.00
Biologist III	\$ 85.00
Biologist I/II	\$ 75.00
Senior Archeologist-Principal Investigator	\$ 110.00
Archeologist IV	\$ 95.00
Archeologist III	\$ 85.00
Archeologist I/II	\$ 75.00
Senior Field Tech (Envrionmental, Biological, Archeological)	\$ 55.00
Field Tech (Envrionmental, Biological, Archeological)	\$ 45.00
Senior Architectural Historian	\$ 115.00
Architectural Historian	\$ 90.00
Environmental Inspector	\$ 85.00
Admin/Clerical	\$ 65.00

## EXHIBIT D – RATE SCHEDULE



### Hourly Rates

Title	Hourly Rate
Project Manager	\$162.25
Project Professional	\$83.64
Administration Specialist	\$55.42



# EXHIBIT D – RATE SCHEDULE

Williamson County

Kimley-Horn & Associates, Inc.	
Direct Labor	
CATEGORY	RATE
Senior Engineer I / Senior Professional I	\$210.00
Senior Engineer II / Senior Professional II	\$255.00
Professional	\$165.00
Analyst	\$145.00
Senior Designer	\$150.00
CAD Technician	\$115.00
Senior Support Staff	\$110.00
Support Staff	\$95.00
DIRECT EXPENSES	
Postage & shipping (metered/bulk) / month	at cost
Materials and Shipping / per package	at cost
Overnight Mail - oversized box / each	at cost
Courier Services / each	\$40.00
Photocopies B/W (8 1/2" X 11") / each	\$0.10
Photocopies B/W (11" X 17") / each	\$0.20
Photocopies Color (8 1/2" X 11") / each	\$0.75
Photocopies Color (11" X 17") / each	\$1.25
Digital Ortho Plotting / sheet	\$2.50
Plots (B/W on Bond) / square foot	\$1.00
Plots (Color on Bond) / square foot	\$2.00
Plots (Color on Photographic Paper) / square foot	\$5.50
Color Graphics on Foam Board / square foot	\$5.50
Presentation Boards up to 48" X 60" Color Mounted / each	\$75.00
Outside Printing - Reports (Includes labor and supplies) / each report	\$50.00
Report Binding and Tabbing (Includes labor and supplies) / each	\$10.00
Reproduction of CD/DVD / each	\$30.00
CDs/DVDs / each	\$2.00
Cardstock Color (8 1/2" x 11") / each	\$2.00
4" X 6" Digital Color Print / picture	\$0.50

**Commissioners Court - Regular Session****33.****Meeting Date:** 04/21/2020

KC Engineering Inc WA 2 Design San Gabriel Ranch Rd and Remuda Dr

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$183,845.00 to expire on March 24, 2023 under Williamson County Contract for Engineering Services between K.C. Engineering, Inc. and Williamson County dated March 24, 2020 for Engineering Design Services for Reconstruction of San Gabriel Ranch Road and Remuda Dr. Funding source: Capital Projects.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

KC Engineering Inc WA 2 Design San Gabriel Ranch Rd and Remuda Dr

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/16/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

04/16/2020 12:05 PM

04/16/2020 12:08 PM

Started On: 04/16/2020 11:37 AM

**WORK AUTHORIZATION NO. 2**

**PROJECT: Engineering Design Services for Reconstruction of San Gabriel Ranch Rd  
and Remuda Dr**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 24, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **K.C. Engineering, Inc.** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$183,845.00.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 24, 2023.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ENGINEER:

K.C. Engineering, Inc.

By:

 P.E.

Signature

Greg Haley, P.E.

Printed Name

President

Title

COUNTY:

Williamson County, Texas

By:

Signature

Printed Name

Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## **Attachment A - Services to be Provided by County**

### **Services to be Provided by County**

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight.
- Topographic and R.O.W Surveys.
- Geotechnical Investigations; data and reports.
- ROW Documents and Drainage Reports.
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration and management.



**Attachment B - Services to be Provided by Engineer**  
**Services to be Provided by the Engineer**

Project Locations:

1. Name of Roadways - Temini

Task 1: Project Management

Attend Progress Review Meetings with County Road & Bridge department at 50%, 90% and Final.  
Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC.

Task 2: Topographic and R.O.W Surveys

To be provided by the County

Task 3: Preliminary Engineering

Conduct Site Visit and Field Reconnaissance to document existing conditions. Data collection including available as-builts. Develop a conceptual geometric layout on scroll plot (1"=20' H, 1"=2' V) showing roadway horizontal and vertical geometry and proposed typical section. Prepare preliminary cross sections (50' interval and Driveways). Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 10-yr, 25-yr and 100-yr.

Task 4: Geotechnical Investigations

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

To be provided by the County

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Prepare final detailed design and PS&E for proposed improvements. Calculate ditch capacity and size driveway and cross culvert pipes.

Plan Sheets:

- Title Sheet
- Estimate & Quantity Sheet
- Typical Sections

- Horizontal Alignment Data Sheet
- Drainage Area Map
- Erosion Control Plan
- Traffic Control Plan
- Driveway Details
- Driveway Summary
- Roadway Plan & Profile Sheets
- Miscellaneous Roadway Details
- Cross Sections (50' Interval and Driveways)
- Standards

Specifications

Cost Estimate

General Notes

#### Task 9: Bidding Phase Services

Prepare Bid-Tabs for processing by Purchasing Department.

#### Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-built final drawings for the County based on construction red-lines provided by the County.

#### **Deliverables:**

50% Submittal:

- 2 paper copies of 11"x17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's Internal QA/QC marked up set

90% Submittal:

- 2 paper copies of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set

Final Submittal:

- 2 paper copies of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set

- Electronic copy of submittal documents in PDF format on CD

**Attachment C**

<b>Task No.</b>	<b>Task Name</b>	<b>Duration</b>	<b>Time</b>	<b>Start</b>	<b>Finish</b>
1	WA #1 - Notice to Proceed	0	Days	4/22/2020	4/22/2020
2	Survey (by others)	5	Days	4/22/2020	4/27/2020
3	Design	15	Days	4/27/2020	5/12/2020
4	50% PS&E	15	Days	5/12/2020	5/27/2020
5	QA/QC	2	Days	5/27/2020	5/29/2020
6	Submit 50% PS&E	0	Days	5/29/2020	5/29/2020
7	County Review	5	Days	5/29/2020	6/3/2020
8	90% PS&E	10	Days	6/3/2020	6/13/2020
9	QA/QC	3	Days	6/13/2020	6/16/2020
10	Submit 90% PS&E	0	Days	6/16/2020	6/16/2020
11	County Review	5	Days	6/16/2020	6/21/2020
12	Final PS&E	10	Days	6/21/2020	7/1/2020
13	Adress 90% comments	3	Days	7/1/2020	7/4/2020
14	Final Qtys	2	Days	7/4/2020	7/6/2020
15	Final Estimate	3	Days	7/6/2020	7/9/2020
16	Assemble Final PS&E	3	Days	7/9/2020	7/12/2020
17	Submit Final PS&E	0	Days	7/12/2020	7/12/2020
18	Bid Advertisement	25	Days	7/21/2021	8/15/2021
19	Letting	1	Days	8/15/2021	8/16/2021
20	Construction Management	120	Days	8/16/2021	12/14/2021
21	Construction	120	Days	12/14/2021	4/13/2022
22	Complete Project	0	Days	4/13/2022	4/13/2022

**ATTACHMENT D - FEE SCHEDULE**  
**WORK AUTHORIZATION #2**  
**SAN GABRIEL RIVER RANCH ROAD AND REMUDA DRIVE**

K.C. ENGINEERING, INC.											
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
<b>1</b>	<b>PS&amp;E Development</b>										
<b>1.1</b>	<b>Roadway Design</b>										
1.1.1	Establish Horizontal Alignment				8	2					\$ 1,890.00
1.1.2	Establish Vertical Alignment				8	2					\$ 1,890.00
1.1.3	Superelevation Table				1		2				\$ 445.00
1.1.4	Roadway Cross Sections	1			4	6	2				\$ 2,270.00
1.1.5	Earthwork Calculations				2	4	4				\$ 1,550.00
1.1.6	Roadway Plan Profile Sheets	2			16	40	20				\$ 12,720.00
1.1.7	Driveway Profiles / Details / Summaries	1			2	12	12				\$ 4,120.00
1.1.8	Side Road Profiles / Details / Summaries	1			2	2	6				\$ 1,720.00
1.1.9	Miscellaneous Roadway Details				1	2	6				\$ 1,275.00
1.1.10	Prepare Alignment Data				1	4	4				\$ 1,355.00
1.1.11	Prepare Sequence of Construction				8	8	8				\$ 3,880.00
1.1.12	Prepare Intersection Layouts				2	8	8				\$ 2,710.00
1.1.13	Prepare Project Layout				2	8	4				\$ 2,210.00
1.1.14	Prepare Title Sheet				1	2	2				\$ 775.00
1.1.15	Prepare Survey Data				2	4	4				\$ 1,550.00
1.1.16	Prepare Roadway Typical Sections				2	4	2				\$ 1,300.00
1.1.17	Prepare Index of Sheets				1	2					\$ 525.00
1.1.18	Summary of Roadway Quantities	2			4	8	16				\$ 4,600.00
1.1.19	Construction Estimate	2			8	8	8				\$ 4,380.00
1.1.20	Assemble Applicable Standards				2	2	2				\$ 970.00
	<b>Task 2.1 Total</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>77</b>	<b>128</b>	<b>110</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 52,135.00</b>
<b>1.2</b>	<b>Hydrology &amp; Hydraulics</b>										
1.2.1	Drainage Area Mapping (Roadway & Driveway)				4	4	12				\$ 2,940.00
1.2.2	Roadway Hydrology				6	4	6				\$ 2,580.00
1.2.3	Roadway Hydraulics				8	4	8				\$ 3,220.00
1.2.4	Roadway Culvert Sizing	1			8	4	4				\$ 2,970.00
1.2.5	Roadway H&H Summary Sheet & Tables	1			2	2	2				\$ 1,220.00
1.2.6	Driveway Hydrology				16	12	8				\$ 6,100.00
1.2.7	Driveway Hydraulics				16	8	8				\$ 5,440.00
1.2.8	Driveway Culvert Sizing	1			8	4	8				\$ 3,470.00
1.2.9	Driveway H&H Summary Sheet & Tables	1			2	2	6				\$ 1,720.00
1.2.10	Culvert Layouts & Culvert Details	2			12	12	36				\$ 9,320.00
1.2.11	Miscellaneous Drainage Details	1			2	2	2				\$ 1,220.00
1.2.12	Summary of Drainage Quantities	1			2	4	6				\$ 2,050.00
1.2.13	Assemble Applicable Standards				2	2	2				\$ 970.00
	<b>Task 2.2 Total</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>64</b>	<b>108</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 43,220.00</b>
<b>1.3</b>	<b>Signing &amp; Pavement Marking</b>										
1.3.1	Sign Layouts	1			1	4					\$ 1,105.00
1.3.2	Pavement Marking Layouts	1			2	12					\$ 2,620.00
1.3.3	Pavement Marking Details				2	6					\$ 1,380.00
1.3.4	Summary of Pavement Markings	1			4	8					\$ 2,350.00
1.3.5	Small Sign Summary	1			1	6					\$ 1,435.00
1.3.6	Assemble Applicable Standards				2	4					\$ 1,050.00
	<b>Task 2.3 Total</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 9,940.00</b>
<b>1.4</b>	<b>Traffic Control Plans / SW3P</b>										
1.4.1	Traffic Control Layouts	2			16	8					\$ 4,940.00
1.4.2	Traffic Control Typical Sections	1			4	8					\$ 2,350.00
1.4.3	Intersection Design	1			4	12	4				\$ 3,510.00
1.4.4	Driveway Design	1			16	24	24				\$ 10,330.00
1.4.5	Storm Water Pollution Prevention Plan (SW3P)	1			2	2	6				\$ 1,720.00

**ATTACHMENT D - FEE SCHEDULE**  
**WORK AUTHORIZATION #2**  
**SAN GABRIEL RIVER RANCH ROAD AND REMUDA DRIVE**

K.C. ENGINEERING, INC.											
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
1.4.6	Prepare Env. Permits, Issues & Commitments	1			2	2	2				\$ 1,220.00
1.4.7	Erosion Control Plan	1			4	4	36				\$ 6,190.00
1.4.8	Miscellaneous TCP and Erosion Details	1			2	2	2				\$ 1,220.00
1.4.9	Assemble Applicable Standards				2	2	2				\$ 970.00
	Task 2.4 Total	9	0	0	52	64	76	0	0	0	\$ 32,450.00
1.5	PS&E Documents										
1.5.1	Summary of Quantities	1			8	8	16				\$ 5,130.00
1.5.2	Basis of Estimate	1			4	8	8				\$ 3,350.00
1.5.3	Construction Cost Estimate	1			4	8	4				\$ 2,850.00
1.5.4	Construction Duration Estimate	1			2	2	2				\$ 1,220.00
1.5.5	General Notes & Specifications	1			4	8	4				\$ 2,850.00
1.5.6	Supporting Contract Documentation	1			2	2	2				\$ 1,220.00
	Task 2.5 Total	6	0	0	24	36	36	0	0	0	\$ 16,620.00
1.6	Project Management										
1.6.1	Project Administration	24								24	\$ 7,920.00
1.6.2	Maintain Project Records	2			4					12	\$ 2,240.00
1.6.3	Periodic Progress Meetings (County)	3			6						\$ 1,920.00
1.6.4	Periodic Progress Meetings (Subconsultants)	2			4						\$ 1,280.00
1.6.5	QA/QC	12			8	12	4				\$ 7,040.00
1.6.6	Invoice Preparation	4								16	\$ 2,280.00
1.6.7	Progress Reports	4								8	\$ 1,640.00
1.6.8	Plans Preparation for Submittal	1			2	8				8	\$ 2,600.00
	Task 2.6 Total	52	0	0	24	20	4	0	0	68	\$ 26,920.00
	Task 1 - PS&E Total	88	0		277	352	334	0	0	68	\$ 181,285.00
2	Project Bidding										
2.1	Project Bidding										
2.1.1	Prepare Addenda				2						\$ 390.00
2.1.2	Contractor Questions (RFI)				2						\$ 390.00
2.1.3	Attend Pre-Bid Conference	2			2						\$ 890.00
2.1.4	Tabulate Bids										\$ -
2.1.5	Prepare Recommendation Letter										\$ -
	Task 2 Project Bidding Total	2	0	0	6	0	0	0	0	0	\$ 1,670.00
3	Construction Support										
3.1	Construction Support (If Required)										
3.1.1	Preconstruction Meeting	2			2						\$ 890.00
3.1.2	Review Shop Drawings										\$ -
3.1.3	General Construction Support										\$ -
3.1.4	Prepare Change Orders as Necessary										\$ -
	Task 3 Construction Support Total	2	0	0	2	0	0			0	\$ 890.00
	Total Tasks 1, 2, & 3	92	0		285	352	334	0	0	68	\$ 183,845.00



**Commissioners Court - Regular Session****34.****Meeting Date:** 04/21/2020

Discuss consider and take appropriate action on approval of the final plat for the Moss Farms subdivision – Pct 4

**Submitted For:** Terron Evertson

**Submitted By:** Adam  
Boatright,  
Infrastructure  
**Division:** Road & Bridge

**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Moss Farms subdivision – Precinct 4.

**Background**

This subdivision consists of 5 lots and no new public roads.

**Timeline**

2020-01-20 – initial submittal of final plat

2020-02-12 – 1st review complete with comments

2020-02-13 – 2nd submittal of final plat

2020-02-28 – 2nd review complete with comments clear

2020-04-02 – final plat received with all signatures

2020-04-09 – final plat placed on April 21, 2020 Commissioners Court agenda for consideration

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

final plat - Moss Farms

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 04/16/2020

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 11:55 AM

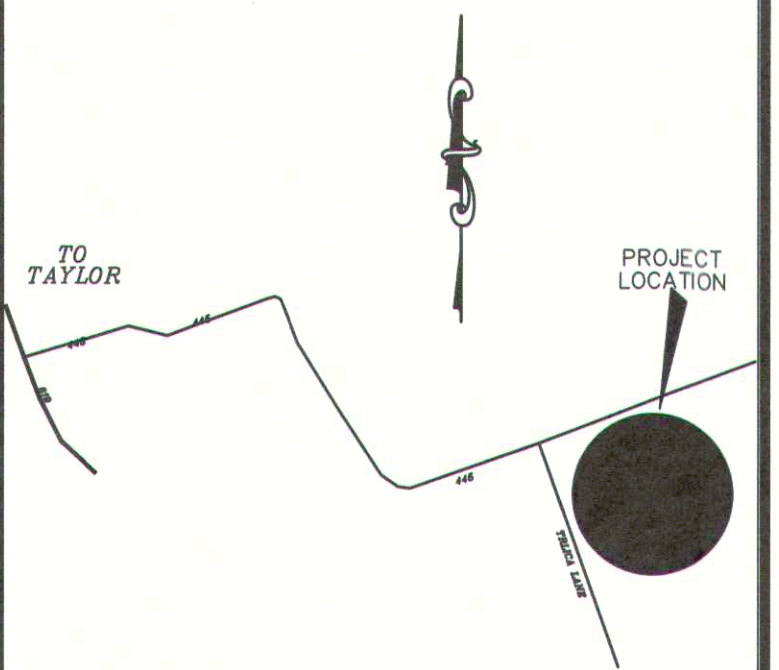
Started On: 04/16/2020 10:25 AM



# MOSS FARMS

## FINAL PLAT

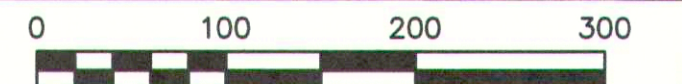
### VICINITY MAP



SCALE: NONE

MOSS FARMS

FINAL PLAT



### LEGEND

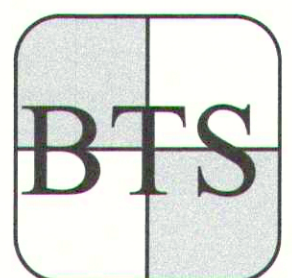
- 1/2" IRON ROD SET WITH PLASTIC CAP (Marked "BTS")
- 1/2 INCH IRON ROD FOUND (Unless Noted)
- ⊙ 1" RECTANGLE BAR FOUND

P.O.B. POINT OF BEGINNING  
OPRWC OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY  
DRWCT DEED RECORDS OF WILLIAMSON COUNTY

OWNER JAMES P. BRISCOE, TRUSTEE OF THE ELLEN URBANEK FAMILY TRUST

SUBMITTAL DATE: JANUARY 21, 2020

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN  
TAYLOR, TX 76574

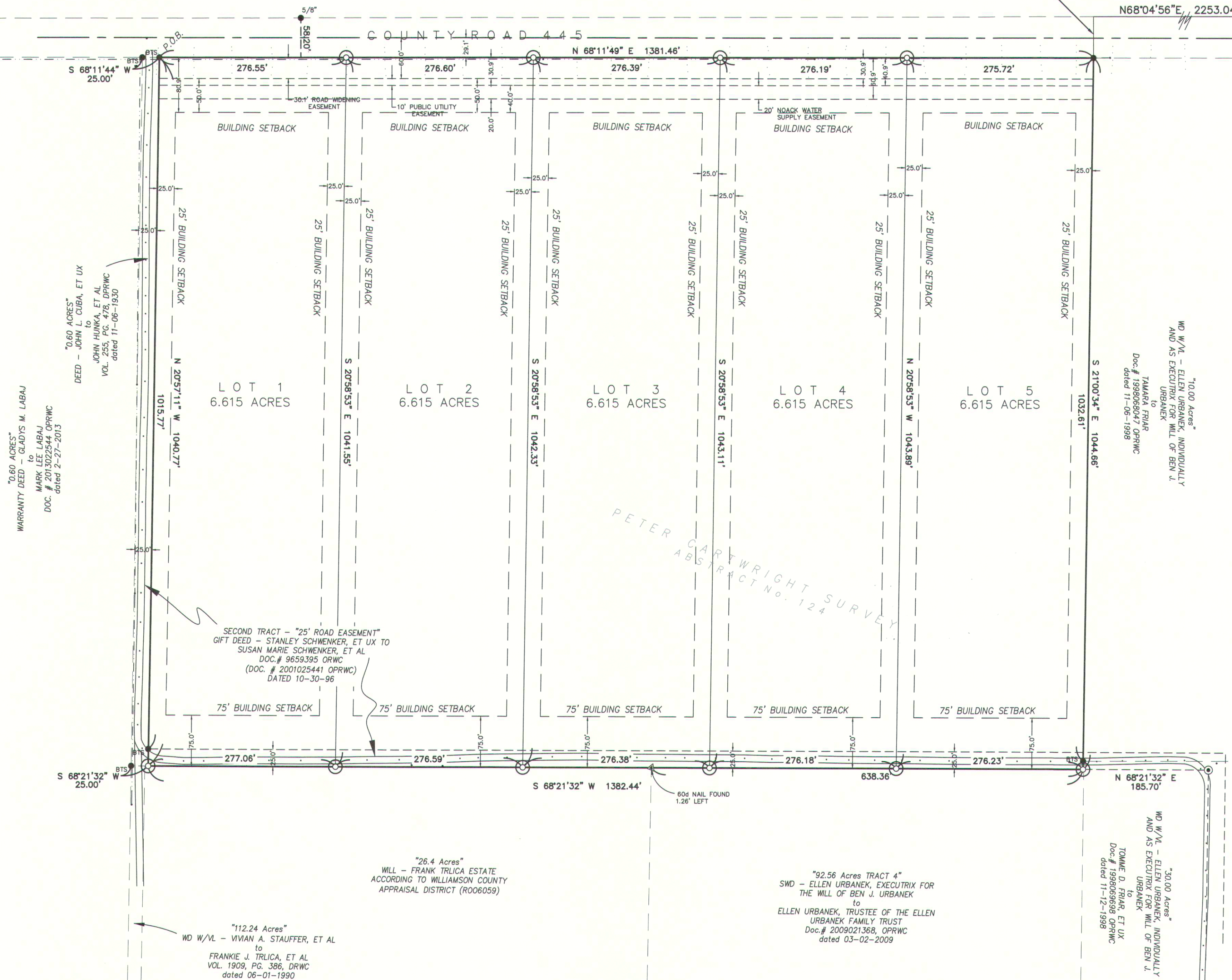
PHONE: (512) 352-9090

FIRM No. 10128500

www.bryantechnicalservices.com

DATE	REVISIONS	BY
02-13-20	ADDRESSED COMMENTS	BLB
03-03-20	ADDRESSED COMMENTS	BLB
DRAWN BY: RWJ		
CHECKED BY: BLB		
SCALE: 1" = 100'		
APPROVED BY: BLB		
PROJECT NO. 18-168		DATE: JULY 09, 2018

SHEET 1 OF 2





MOSS FARMS  
FINAL PLAT

33.077 ACRES

These notes describe that certain tract of land situated in the **PETER CARTWRIGHT SURVEY A-647**, located in Williamson County, Texas; subject tract being part of a called "92.56 acre, Tract 4" conveyed in a Deed from Ellen Urbanek, Execrix for the will of Ben J. Urbanek, deceased, to Ellen Urbanek, Trustee of the Ellen Urbanek Family Trust, dated 03-02-2009 and recorded in Document No. 2009021368, Official records of Williamson County (ORWC), subject tract being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 06, 2018, and being more fully described as follows:

**BEGINNING** at a set 1/2" iron rod found (capped 4249) (N =10,174,528.8449, E =3,235,963.3214) in the South right-of-way line of Williamson County Road No. 445 (60' ROW width), at the Northwest corner of said "92.56 Acres", same being the Northeast corner of a called "0.6 Acre" tract, conveyed in a Deed from John L. Cuba, et ux, to John Hunka, et al, dated 11-06-1930, recorded in Volume 255, page 478, Deed Records of Williamson County (DRWC), for the northwest corner of subject tract; from which a 1/2" iron rod found at the Northwest corner of said "0.6 Acre", bears South 68° 11' 49" West, a distance of 25.00 feet;

**THENCE North 68° 11' 49" East** with the North line of said "92.59 Acres", same being the South right-of-way line of Williamson County Road No. 445, a distance of **1381.46 feet** to a 1/2" iron rod found at the Northwest corner of a called "10.00 Acres" tract, conveyed in a Warranty Deed, with Venders Lien, from Ellen Urbanek, Individually, and as Execrix for the will of Ben J. Urbanek, to Tamara Friar, dated 11-06-1998, as recorded in Document No. 1998068047, ORWC, for the Northeast corner of subject tract;

**THENCE South 21° 00' 34" East** over and across said "92.56 Acres", with the West line of said "10.00 Acres", passing at a distance of 1032.61 feet, a 1/2" iron rod found at the Southwest corner of said "10.00 Acres", same being the most westerly Northwest corner of a called "30.00 Acres" tract, conveyed in a Warranty Deed, with Venders Lien, from Ellen Urbanek, Individually, and as Execrix for the will of Ben J. Urbanek, to Tommie D. Friar, et ux, dated 11-12-1998, as recorded in Document No. 1998069698, ORWC, and continuing for a total distance of **1044.66 feet** to a 1/2" iron rod set (capped 4249) in the South line of a "25 foot road easement" conveyed in a Gift Deed from Stanley R. Schwenker, et ux to Susan Marie Schwenker, et al, dated 10-30-1996 and recorded in Document No. 1996059395, ORWC, for the southeast corner of subject tract; from which a 1" steel bar found at an interior corner of said "25 foot road easement" bears North 68° 21' 32" East, a distance of 185.70 feet;

**THENCE South 68° 21' 32" West**, over and across said "92.56 Acres", with the South line of said "25 foot road easement", passing at a distance of 638.36 feet, a calculated point at an interior corner of said "92.59 Acres", same being the Northeast corner of a called "26.4 Acres" tract Conveyed by will to the Frank Trlica Estate, according to the Williamson County Appraisal District (R006059), from which a 60d nail found, 1.26 feet to the left, and continuing with the upper South line of said "92.59 Acres", same being the North line of said "24.6 Acres", for a total distance of **1382.44 feet** to a 1/2" iron rod set (capped 4249), at the most westerly Southwest corner of said "92.56 Acres", same being the Southeast corner of said "0.6 Acre"; for the Southwest corner of the subject tract; from which a 1/2" iron rod found (capped 4249) in the East line of a called "65 Acres" tract, conveyed in a Warranty Deed, with Living Estate, from Gladys M. Labaj, to Mark Lee Labaj, dated 02-27-2013, as recorded in Document No. 2013022544, ORWC, at the southwest corner of said "0.6 Acre", same being the most northerly northwest corner of a called "112.24 Acres" tract, conveyed in a Warranty Deed, with Venders Lien, from Vivian A. Stauffer, et al, to Frankie J. Trlica, et al, dated 06-11-1990, as recorded in Volume 1909, Page 386, DRWC, bears South 68° 21' 32" West, a distance of 25.00 feet;

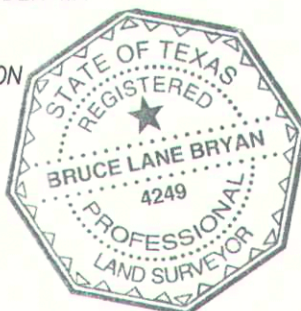
**THENCE North 20° 57' 11" West** with the upper West line of said "92.56 Acres", same being for the East line of said "0.6 Acre", being also the upper East line of said "25 foot road easement", passing at a distance of 25.00 feet, a 1/2" iron rod found (capped 4249), at an interior corner of said "25 foot road easement", and continuing for a total distance of **1040.70 feet** to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated an area of 33.077 Acres of Land.

SURVEYOR'S CERTIFICATE

I, **BRUCE LANE BRYAN**, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS PLACE, EXCEPT SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020  
THIS TRACT IS NOT LOCATED IN THE EDWARD AQUIFER RECHARGE ZONE

**BRUCE LANE BRYAN**  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 4249 STATE OF TEXAS



GENERAL NOTES

- EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- NO LOT IN THIS SUBDIVISION IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U. S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0575F, EFFECTIVE DATE 12-20-2019, FOR WILLIAMSON COUNTY.
- A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

- THE BEARINGS SHOWN HEREON ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, 93 ADJUSTMENT.
- ALL SET IRON RODS HAVE ORANGE PLASTIC CAPS STAMPED "BRYAN TECH SERVICES".
- STRAIGHT TIE-IN DRIVEWAYS WILL BE USED FOR THIS SUBDIVISION DUE TO INSUFFICIENT SLOPE ALONG LOT FRONTAGES.
- ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED

- RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY; THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

- WATER SERVICE WILL BE PROVIDED BY NOACK WATER SUPPLY COMPANY.

- SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

- THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 1 DAY OF April, 2020 A.D.

**Cindy Bridges**  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

**J. Terron Evertson**  
J. TERRON EVERTSON, PE, DR, CFM  
COUNTY ENGINEER

Date

4/2/20

STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §

I, **BILL GRAVEL, JR.**, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

**BILL GRAVEL, JR.**, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS  
KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON

I, **NANCY RISTER**, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018, A.D., AT \_\_\_\_ O'CLOCK, \_\_\_\_ M., AND DULY RECORDED THIS THE DAY OF \_\_\_\_\_, 2018, A.D., AT \_\_\_\_ O'CLOCK, \_\_\_\_ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT No. \_\_\_\_\_

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

**NANCY RISTER**, CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS BY:

BY: \_\_\_\_\_ DEPUTY

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN  
TAYLOR, TX 76754

PHONE: (512) 352-9090

FIRM No. 10128500

www.bryantechnicalservices.com

DATE	REVISIONS	BY
02-13-20	ADDRESSED COMMENTS	BLB
03-03-20	ADDRESSED COMMENTS	BLB

DRAWN BY: RWJ	CHECKED BY: BLB
SCALE: 1" = N/A	APPROVED BY: BLB
PROJECT NO. 18-168	DATE: JULY 09, 2018

STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, **JAMES R. BRISCOE**, TRUSTEE of that certain tract of land shown hereon and described in a deed recorded in Document No. 1999051065 of the Official Records of Williamson County, Texas, do hereby state that there are no lien holders of the tract and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **MOSS FARMS**.

TO CERTIFY WHICH, WITNESS my hand this 13TH day of March, 2020.

**James Paul Briscoe**  
OWNER'S SIGNATURE

**JAMES PAUL BRISCOE**  
PRINTED NAME

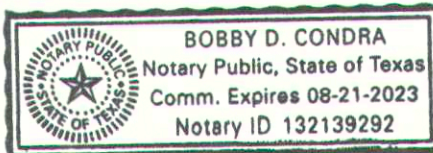
THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 13TH DAY OF March, 2018.

NOTARY PUBLIC, STATE OF TEXAS

**Bobby D. Condra**

PRINTED NAME  
MY COMMISSION EXPIRES: 08-21-2023



PARCEL IS NOT ENCLOSED BY A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0575E, EFFECTIVE DATE SEPTEMBER 26, 2008,

ENGINEER'S CERTIFICATE

I, **TERRY R. HAGOOD**, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN COMPLIANCE WITH THE REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS 10 DAY OF March, 2020

**Terry R. Hagood**  
TERRY R. HAGOOD, P.E., LICENSED PROFESSIONAL ENGINEER  
STATE OF TEXAS  
HAGOOD ENGINEERING ASSOCIATES, INC.  
900 EAST MAIN STREET, ROUND ROCK, TX 78664  
512.244.1546





**Commissioners Court - Regular Session****35.****Meeting Date:** 04/21/2020

Discuss consider and take appropriate action on approval of the preliminary plat for the Cielo Gardens subdivision – Pct 3

**Submitted For:** Terron Evertson

**Submitted By:** Adam  
Boatright,  
Infrastructure  
**Division:** Road & Bridge

**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Cielo Gardens subdivision – Precinct 3.

**Background**

This proposed subdivision consists of 224 single family lots, 2 drainage/open space lots, 3 right-of-way lots, 3 landscape lots and 6,079 feet of new public roads.

**Timeline**

2019-11-15 – initial submittal of preliminary plat  
2019-12-13 – 1<sup>st</sup> review complete with comments  
2020-03-27 – 2<sup>nd</sup> submittal of preliminary plat  
2020-04-08 – 2<sup>nd</sup> review complete with comments clear  
2020-04-09 – preliminary plat placed on April 21, 2020 Commissioners Court agenda for consideration

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

preliminary plat - Cielo Gardens

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 04/16/2020

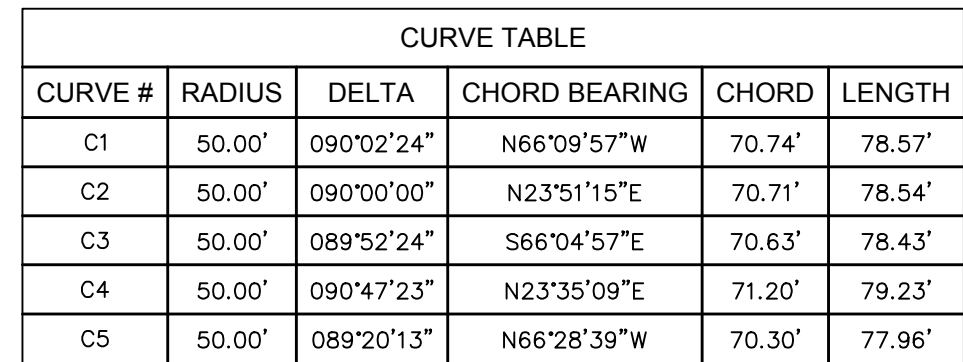
**Reviewed By**

Andrea Schiele

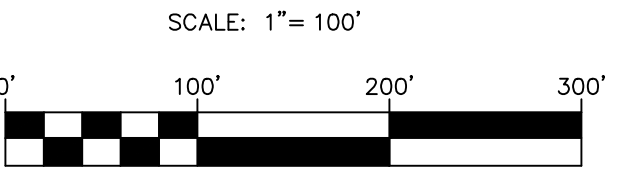
**Date**

04/16/2020 11:56 AM

Started On: 04/16/2020 10:25 AM



CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	50.00'	090°02'24"	N66°09'57"W	70.74'	78.57'
C2	50.00'	090°00'00"	N23°51'15"E	70.71'	78.54'
C3	50.00'	089°52'24"	S66°04'57"E	70.63'	78.43'
C4	50.00'	090°47'23"	N23°35'09"E	71.20'	79.23'
C5	50.00'	086°20'13"	N66°28'39"W	70.30'	77.96'



**LEGEND:**

— . — . — . — EDWARDS AQUIFER BOUNDARY  
 — — — — — APPROXIMATE LOCATION OF JARREL  
 CITY LIMITS

## LEGAL DESCRIPTION:

**LEGAL DESCRIPTION:**  
39.351 ACRES OUT OF THE ISAAC BUNKER  
SURVEY, ABSTRACT NO. 54, WILLIAMSON  
COUNTY, TEXAS

## OWNER / SUBDIVIDER:

**OWNER / SUBDIVIDER:**  
**CIELO GARDENS, LP**  
 3939 BEE CAVES ROAD, SUITE C-100  
 AUSTIN, TEXAS 78746  
 PHONE: (512) 328-1184  
 EMAIL: ATRI@CIELOOLD.COM

## ENGINEER:

PAPE-DAWSON ENGINEERS, INC.  
10801 N. MOPAC EXPY  
BUILDING 3, SUITE 200  
AUSTIN, TEXAS 78759  
PHONE: (512) 454-8711  
FAX: (512) 459-8867  
EMAIL: MEISHER@PAPE-DAWSON.COM

# SURVEYOR

TIMOTHY A. LENZ, R.P.L.S.  
LENZ & ASSOCIATES, INC.  
FIRM NO. 100290-00  
4150 FRIEDRICH LANE, SUITE A1  
AUSTIN, TEXAS 78744  
PHONE: (512) 443-1174  
EMAIL: TIM@LENZANDASSOCIATESINC.COM

LAND USE SUMMARY	LOTS	ACRES
SINGLE FAMILY LOTS	224 LOTS	24.19 AC
RIGHT-OF-WAY	-	7.24 AC
DRAINAGE/OPEN SPACE	2 LOTS	6.78 AC
R.O.W. DEDICATION	3 LOTS	1.01 AC
LANDSCAPE	3 LOTS	0.13 AC

STREET NAME	CLASSIFICATION	TYPE OF USE	DESIGN SPEED	R.O.W. WIDTH	PAVEMENT WIDTH (LOG-LOG)	LENGTH
MARTY ALLEN LOOP	LOCAL	PUBLIC	25 MPH	50 FT	30 FT	3310 LF
ANDY MCCANE TRAIL	LOCAL	PUBLIC	25 MPH	50 FT	30 FT	176 LF
COMMANDER ABBOTT DRIVE	LOCAL	PUBLIC	25 MPH	50 FT	30 FT	1923 LF
HAL NORTON WAY	LOCAL	PUBLIC	25 MPH	50 FT	30 FT	670 LF



**PAPE-DAWSON  
ENGINEERS**

**CIELO GARDENS**  
**WILLIAMSON COUNTY, TEXAS**

**PRELIMINARY PLAT**

[illegible]

THIS DOCUMENT IS RELEASED  
FOR INTERIM REVIEW PURPOSES  
ONLY UNDER THE AUTHORITY OF:  
MICHAEL S. FISHER, P.E. 87704  
DATE: March 25, 2020  
IT IS NOT TO BE USED FOR  
BIDDING, CONSTRUCTION OR  
PERMITTING PURPOSES, PER  
T.E.P.A. 137.33(c)

CITY NO. \_\_\_\_\_  
JOB NO. 51125-00  
DATE MARCH 2020  
DESIGNER EG  
CHECKED JF DRAWN EG  
SHEET 1 OF 1

**Commissioners Court - Regular Session****36.****Meeting Date:** 04/21/2020

Discuss consider and take appropriate action on approval of the preliminary plat for the Tract 19 San Gabriel Oaks subdivision – Pct 2

**Submitted For:** Terron Evertson

**Submitted By:** Adam Boatright,  
Infrastructure  
**Division:** Road & Bridge

**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Tract 19, San Gabriel Oaks subdivision – Precinct 2.

**Background**

This proposed subdivision consists of 9 new lots and no new public roads.

**Timeline**

2020-02-24 – initial submittal of preliminary plat  
2019-03-10 – 1st review complete with comments  
2020-04-03 – 2nd submittal of preliminary plat  
2020-04-15 – 2nd review complete with comments clear  
2020-04-16 – preliminary plat placed on April 21, 2020 Commissioners Court agenda for consideration

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

preliminary plat - Tract 19 San Gabriel Oaks

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 04/16/2020

**Reviewed By**

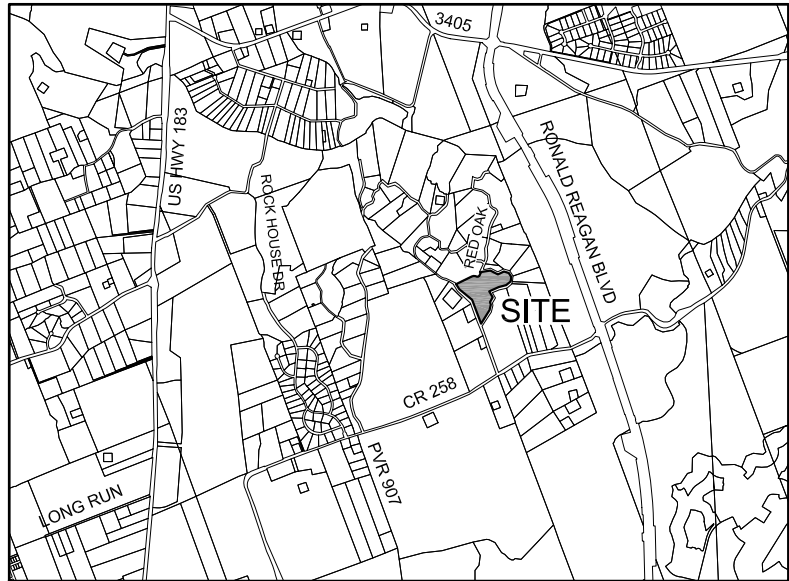
Andrea Schiele

**Date**

04/16/2020 11:57 AM

Started On: 04/16/2020 10:26 AM





VICINITY MAP  
NOT TO SCALE

SUBMITTAL DATE: NOVEMBER, 2019

ADDRESS: 300 SAN GABRIEL OAKS, LIBERTY HILL, TEXAS

PLANNING COMMISSION REVIEW DATE: \_\_\_\_\_, 2019

OWNER: CARLOS ROMAN  
303 CREEKSIDE COVE  
CEDAR PARK, TEXAS 78613  
PHONE: (512) 468-5185  
EMAIL: matt.trammell@yahoo.com

LIEN HOLDER: PRODIGY, INC.  
1220 FALL CREEK LOOP  
CEDAR PARK, TEXAS 78613

SURVEYOR: HAYNIE CONSULTING, INC.  
1010 PROVIDENT LANE  
ROUND ROCK, TEXAS 78664  
PHONE: 512-837-2446  
EMAIL: pyglesias@haynieconsulting.com

ENGINEER: HAYNIE CONSULTING, INC.  
1010 PROVIDENT LANE  
ROUND ROCK, TEXAS 78664  
PHONE: 512-837-2446  
EMAIL: thayne@haynieconsulting.com

SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417  
TOTAL ACRES: 17.47 ACRES  
NUMBER OF LOTS: 9 LOTS  
NUMBER OF BLOCKS: 1  
AREA OF SMALLEST LOT: 1.012 ACRES  
PROPOSED USE: SINGLE FAMILY RESIDENTIAL.

NOTES:

- WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN WESTERN DISTRICT FOR LOTS 7 AND 9 ONLY. ALL OTHER LOTS SHALL HAVE PRIVATE ON-SITE WATER WELLS. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES. ELECTRICITY PROVIDER: PEDERNALES ELECTRIC COOP
- NO LOT IN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0275E EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
- ALL MINIMUM YARD (BUILDING) SETBACKS SHALL BE IN ACCORDANCE WITH VOLUME 675, PAGE 644, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
- STORM WATER DETENTION IS REQUIRED IF TOTAL IMPERVIOUS COVER EXCEEDS 20%.
- ALL DWELLINGS PLACED ON THESE SUBDIVISION LOTS MUST BE CONNECTED TO SEPTIC TANKS OR DISPOSAL FACILITIES MEETING THE SPECIFICATIONS AND CONDITIONS OF THE STATE DEPARTMENT OF HEALTH AND THE PRIVATE SEWAGE FACILITY REGULATIONS APPLICABLE TO WILLIAMSON COUNTY AS OF THE DATE OF APPLICATION.
- ALL ONSITE SANITARY SEWER FACILITIES SHALL BE PLACED GREATER THAN 100 FEET FROM ANY EXISTING PRIVATE WATER WELL PER COUNTY AND TCEQ REGULATIONS.
- THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH AND RECORDED IN VOLUME 675, PAGE 644 AND IN VOLUME 714, PAGE 309 IN THE DEED RECORDS OF WILLIAMSON COUNTY.

SURVEY NOTES:

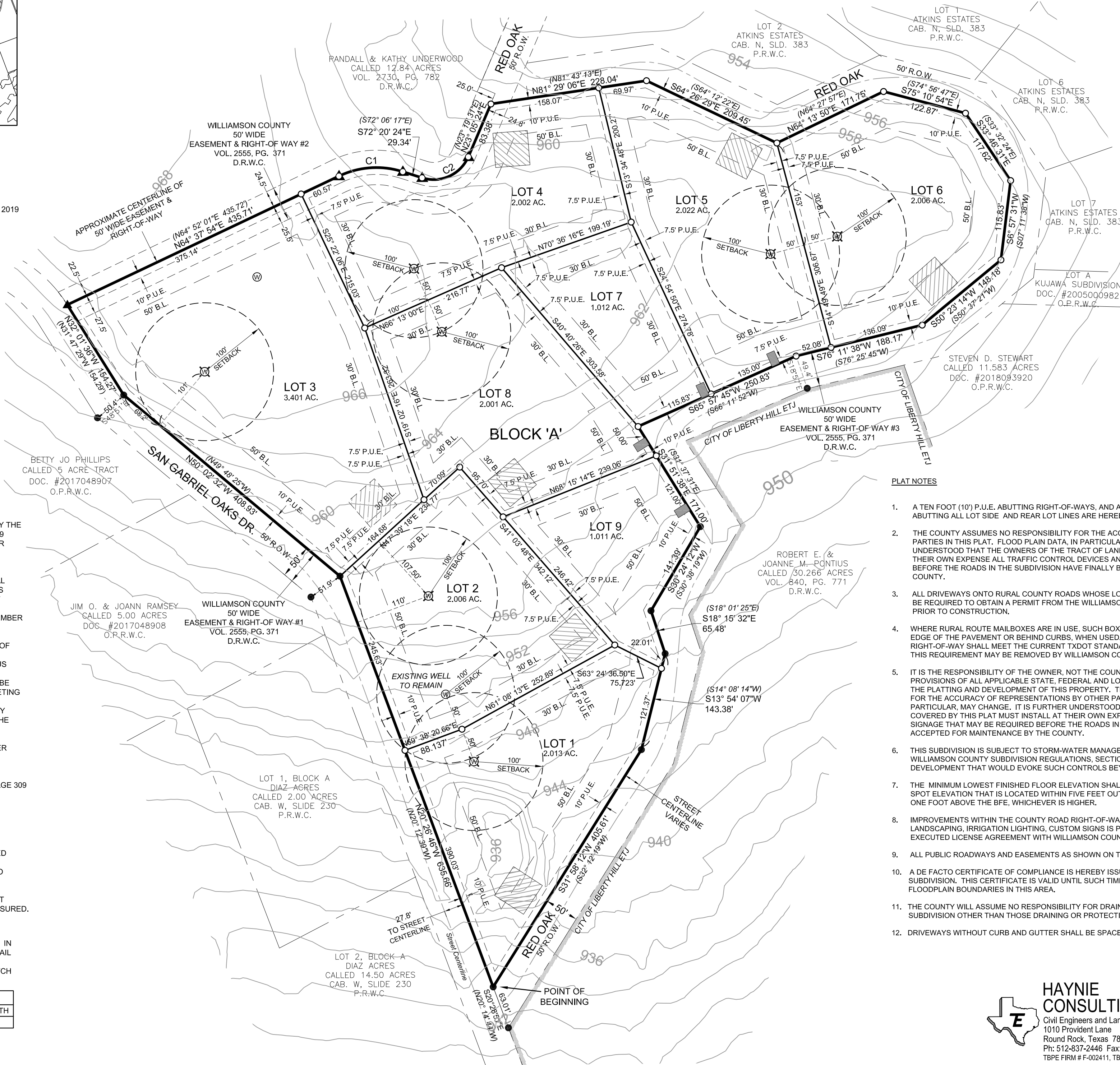
- BEARINGS OF LINES REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS.
- DISTANCES ARE EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99985687.
- PARENTHEICAL BEARINGS AND DISTANCES INDICATE PARENT TRACT RECORD INFORMATION WHERE IT DIFFERS FROM MEASURED.

CULVERT NOTES:

- CULVERTS SHALL INCLUDE A SAFETY END TREATMENT IN ACCORDANCE WITH CITY OF GEORGETOWN STANDARD DETAIL SD17 AND SD19.
- PROPOSED CULVERT INVERT ELEVATIONS SHALL MATCH BOTTOM OF CHANNEL.

REQUIRED DRIVEWAY CULVERTS		
LOCATION	CULVERT DIA.	MIN. CULVERT LENGTH
LOTS 1 THRU 9	18"	22'

PRELIMINARY PLAT OF  
**TRACT 19, SAN GABRIEL OAKS**  
A 17.47 ACRE SINGLE-FAMILY RESIDENTIAL TRACT,  
OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS



PLAT NOTES

- A TEN FOOT (10') P.U.E. ABUTTING RIGHT-OF-WAYS, AND A A SEVEN AND A HALF FOOT (7.5') P.U.E. ABUTTING ALL LOT SIDE AND REAR LOT LINES ARE HEREBY DEDICATED.
- THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY ENGINEER'S OFFICE PRIOR TO CONSTRUCTION.
- WHERE RURAL ROUTE MAILBOXES ARE IN USE, SUCH BOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1 (B10.1 2000 RULES), ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY, INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
- DRIVEWAYS WITHOUT CURB AND GUTTER SHALL BE SPACED A MINIMUM OF 100 FEET APART.

- LEGEND**
- ▲ 60D NAIL FOUND
  - ▲ NAIL FOUND IN CONC. POST
  - 1/2" IRON ROD FOUND (IRF)
  - 1/2" IRON ROD SET
  - ⊗ EXISTING WATER WELL TO BE PLUGGED UNLESS OTHERWISE NOTED.
  - ⊗ NEW WATER WELL
  - 50' B.L. BUILDING SETBACK LINE VOL. 675, PG. 644, D.R.W.C.
  - 30' B.L. BUILDING SETBACK LINE VOL. 675, PG. 644, D.R.W.C.
  - P.U.E. PUBLIC UTILITY EASEMENT
  - R.O.W. RIGHT-OF-WAY
  - O.P.R.W.C. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
  - D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
  - ( ) RECORD INFORMATION
  - ⊗ 100' RADIUS SANITARY EASEMENT AROUND WELL
  - PROBABLE 50'x50' OSSF LOCATION
  - EXISTING OSSF LOCATION
  - DRIVEWAY LOCATIONS AT MINIMUM 100 FT APART. SEE NOTE 12 BELOW.

0 100 200  
SCALE: 1" = 100'

**HAYNIE CONSULTING, INC.**  
Civil Engineers and Land Surveyors  
1010 Provident Lane  
Round Rock, Texas 78664-3276  
Ph: 512-837-2446 Fax: 512-837-9463  
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

SHEET NO.  
1 OF 2

DRAWN BY: KY  
CHECKED BY: PY  
PROJ. #: 816-1901

PRELIMINARY PLAT OF  
**TRACT 19, SAN GABRIEL OAKS**  
A 17.47 ACRE SINGLE-FAMILY RESIDENTIAL TRACT,  
OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS

**OWNER**

STATE OF TEXAS           §  
COUNTY OF WILLIAMSON   §    KNOW ALL MEN BY THESE PRESENTS

I, CARLOS R. ROMAN, AS OWNER OF THE CERTAIN 17.47 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019059889 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY SUBDIVIDE SAID 17.47 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PLACES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "REPLAT OF **TRACT 19, SAN GABRIEL OAKS**".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CARLOS R. ROMAN  
303 CREEKSIDE COVE  
CEDAR PARK, TEXAS 78613

THE STATE OF TEXAS           §  
COUNTY OF WILLIAMSON   §    KNOW ALL MEN BY THESE PRESENTS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_AD,  
BY \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**LIENHOLDER**

STATE OF TEXAS           {  
COUNTY OF WILLIAMSON   {    KNOW ALL MEN BY THESE PRESENTS

I, \_\_\_\_\_ OF PRODIGY, INC., LIENHOLDER OF THAT CERTAIN 17.47 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED OF TRUST RECORDED IN DOCUMENT NO. 2019059890, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID 17.475 ACRE TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "REPLAT OF **TRACT 19, SAN GABRIEL OAKS**".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(LIENHOLDER'S SIGNATURE)

\_\_\_\_\_  
PRINTED NAME                   TITLE  
1220 FALL CREEK LOOP  
CEDAR PARK, TEXAS 78613

STATE OF TEXAS           {  
COUNTY OF WILLIAMSON   {    KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: \_\_\_\_\_

**WILLIAMSON COUNTY ONSITE SEWAGE FACILITIES (OSSF) NOTES:**

- ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
- PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE BLUE LINE (SURVEY) AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
- PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OR MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
- WATER SERVICE WILL BE PROVIDED BY THE CITY OF GEORGETOWN WESTERN DISTRICT.
- ALL RESIDENTIAL LOTS ARE 1 ACRE OR GREATER IN SIZE.
- ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY THE WCCHD.
- THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLUTION ABATEMENT PLAN (WPAP) IS NOT REQUIRED.
- SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

**WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF) APPROVAL**

STATE OF TEXAS           §  
COUNTY OF WILLIAMSON   §    KNOW ALL MEN BY THESE PRESENTS

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

\_\_\_\_\_  
J. TERRON EVERTSON, PE, DR, CFM  
COUNTY ENGINEER

\_\_\_\_\_  
DATE

**LEGAL DESCRIPTION**

BEING 17.47 ACRES (761,203 SQ. FT.) OF LAND, OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, CONVEYED TO CARLOS ROMAN AS A CALLED 17.475 ACRE TRACT IN DOCUMENT NO. 2019059889, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.), SAID 17.47 ACRES OF LAND BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS; (BEARINGS OF LINES REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS; DISTANCES EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99985687; PARENTHETICAL BEARINGS AND DISTANCES REFER TO PARENT TRACT RECORD INFORMATION WHERE IT DIFFERS FROM MEASURED);

**BEGINNING** at an iron rod found at the intersection of the right-of-way line of San Gabriel Oaks Drive (50' R.O.W.), a 50' wide easement and right-of-way #1 as described in Volume 2555, Page 371 of the Deed Records of Williamson County, Texas (D.R.W.C.), with the Northwest right-of-way line of Red Oak (50' R.O.W.), a 50' wide easement and right-of-way #3 as described in Volume 2555, Page 371, D.R.W.C., for the South corner and **POINT OF BEGINNING** of this tract, from which an iron rod found in the Easterly right-of-way line of said San Gabriel Oaks Drive and in the Southeast right-of-way line of said Red Oak bears S 20°28'51" E, (N 20°14'44" W) a distance of 63.01 feet;

**THENCE**, with the Easterly right-of-way line of said San Gabriel Oaks Drive, and with the Westerly boundary line of this tract, the following three (3) courses and distances:

- N 20°26'46" W, (N 20°12'39" W), a distance of 635.66 feet to an iron rod found;
- N 50°02'32" W, (N 49°48'25" W), a distance of 408.93 feet to an iron rod found;
- N 32°01'36" W, (N 31°47'29" W), a distance of 154.27, (154.29'), feet to 60D nail found at the Southernmost corner of a called 12.84 acre tract conveyed to Randall and Kathy Underwood in Volume 2730, Page 782, D.R.W.C., for the Westernmost corner of this tract;

**THENCE**, with the common boundary lines of said 12.84 acre tract and said 17.475 acre tract, the following five (5) courses and distances:

- N 64°37'54" E, (N 64°52'01" E), a distance of 435.71, (435.72'), feet to a nail in a concrete post found for the beginning of a curve to the right;
- C1**, Along said curve to the right, having a radius of 124.74 feet, an arc length of 95.05 feet, and a chord bearing and distance of N 86°01'39" E, (N 86°15'46" E), 92.77 feet to a nail in a concrete post found for the point of tangency;
- S 72°20'24" E, (S 72°06'17" E), a distance of 29.34 feet to a nail in a concrete post found for the beginning of a curve to the left;
- C2**, Along said curve to the left, having a radius of 54.66 feet, an arc length of 80.78 feet, and a chord bearing and distance of N 65°38'57" E, (N 65°53'04" E), 73.63 feet to a nail in a concrete post found for the point of tangency;
- N 23°05'24" E, (N 23°19'31" E), a distance of 83.38 feet to a 1/2 inch iron rod with a cap stamped "HAYNIE CONSULTING" set for a corner of this tract

**THENCE**, N 81°29'06" E, (N 81°43'13" E), a distance of 228.04 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set in a Southerly right-of-way line of said Red Oak for a corner of this tract;

**THENCE**, with the southerly and westerly right-of-way lines of said Red Oak, the following thirteen (13) courses and distances:

- S 64°26'29" E, (S 64°12'22" E), a distance of 209.45 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
- N 64°13'50" E, (N 64°27'57" E), a distance of 171.75 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
- S 75°10'54" E, (S 74°56'47" E), a distance of 122.87 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
- S 33°46'31" E, (S 33°32'24" E), a distance of 117.62 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
- S 06°57'31" W, (S 07°11'38" W), a distance of 115.83 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
- S 50°23'14" W, (S 50°37'21" W), a distance of 148.18 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
- S 76°11'38" W, (S 76°25'45" W), a distance of 188.17 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
- S 65°57'45" W, (S 66°11'52" W), a distance of 250.83 feet to a 1/2 inch iron rod with cap stamped "HAYNIE CONSULTING" set for a corner of this tract;
- S 31°51'38" E, (S 31°37'31" E), a distance of 171.00 feet to an iron rod found for a corner of this tract;
- S 30°24'12" W, (S 30°38'19" W), a distance of 141.39 feet to an iron rod found for a corner of this tract;
- S 18°15'32" E, (S 18°01'25" E), a distance of 65.48 feet to an iron rod found for a corner of this tract;
- S 13°54'07" W, (S 14°08'14" W), a distance of 143.38 feet to an iron rod found for a corner of this tract;
- S 31°58'12" W, (S 32°12'19" W), a distance of 405.61 feet to the **POINT OF BEGINNING** and containing a computed area of 17.47 acres, (761,203 sq. ft.), of land.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	95.05'	124.74'	43°39'36"	N86° 01' 39"E	92.77'
C2	80.78'	54.66'	84°40'47"	N65° 38' 57"E	73.63'
(C1)				(N86° 15' 46"E)	
(C2)				(N65° 53' 04"E)	

STATE OF TEXAS           §  
COUNTY OF WILLIAMSON   §    KNOW ALL MEN BY THESE PRESENTS

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION SPECIFICATIONS, AND FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EVIDENCE FOUND ON THE GROUND AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

\_\_\_\_\_  
PATRICK J. YGLESIAS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
No. 5813 - STATE OF TEXAS  
HAYNIE CONSULTING INC.  
1010 PROVIDENT LANE  
ROUND ROCK, TEXAS, 78664

\_\_\_\_\_  
DATE

STATE OF TEXAS           §  
COUNTY OF WILLIAMSON   §    KNOW ALL MEN BY THESE PRESENTS

I, TIM HAYNIE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED WITHIN ZONE 'A' OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE OF SEPTEMBER 26, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHT-OF-WAY AND /OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

\_\_\_\_\_  
TIM HAYNIE  
LICENSED PROFESSIONAL ENGINEER  
No. 91819 - STATE OF TEXAS  
HAYNIE CONSULTING INC.  
1010 PROVIDENT LANE  
ROUND ROCK, TEXAS, 78664

\_\_\_\_\_  
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_A.D.

\_\_\_\_\_  
PRINTED NAME:  
AUTHORIZED ADDRESS COORDINATOR  
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS           §  
COUNTY OF WILLIAMSON   §    KNOW ALL MEN BY THESE PRESENTS   §

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

\_\_\_\_\_  
BILL GRAVELL, JR., COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

\_\_\_\_\_  
DATE

STATE OF TEXAS           §  
COUNTY OF WILLIAMSON   §    KNOW ALL MEN BY THESE PRESENTS

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., AND DULY RECORDED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_, DEPUTY



**HAYNIE CONSULTING, INC.**  
Civil Engineers and Land Surveyors  
1010 Provident Lane  
Round Rock, Texas 78664-3276  
Ph: 512-837-2446 Fax: 512-837-9463  
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

SHEET NO.

2 OF 2

DRAWN BY: KS  
CHECKED BY: PY  
PROJ. #: 816-1901

**Commissioners Court - Regular Session****37.****Meeting Date:** 04/21/2020

Approval of the final plat for the Corely Estates subdivision – Pct 2

**Submitted For:** Terron Evertson**Submitted By:** Adam Boatright,  
Infrastructure  
**Division:** Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Corely Estates subdivision – Precinct 2.

**Background**

This subdivision consists of 2 lots and no new public roads.

**Timeline**

2020-02-28 – initial submittal of final plat

2020-03-23 – 1st review complete with comments

2020-03-24 – 2nd submittal of final plat

2020-04-01 – 2nd review complete with comments clear

2020-04-08 – final plat received with all signatures

2020-04-09 – final plat placed on April 21, 2020 Commissioners Court agenda for consideration

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

final plat - Corely Estates

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 04/16/2020

**Reviewed By**

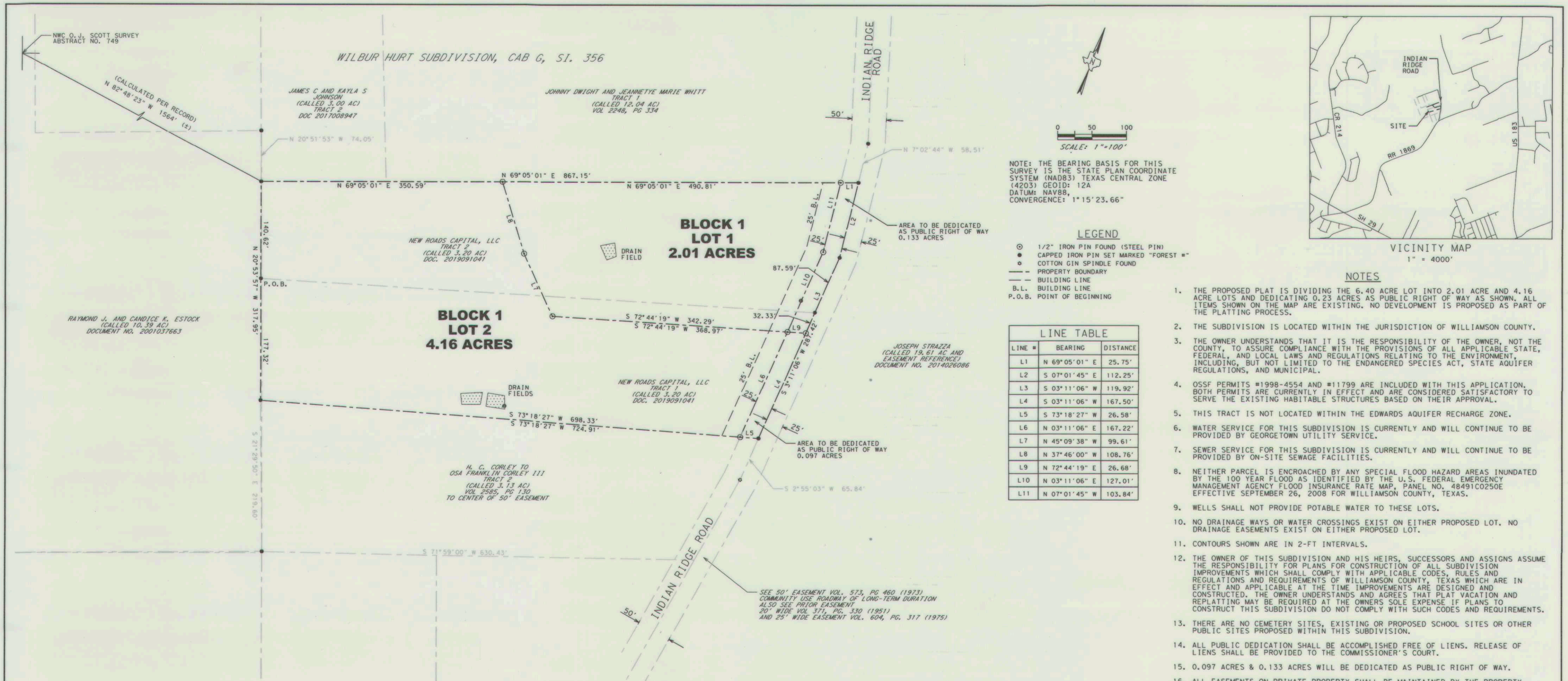
Andrea Schiele

**Date**

04/16/2020 11:58 AM

Started On: 04/16/2020 10:26 AM





## FINAL PLAT OF CORELY ESTATES

STANDARD SURVEY NOTE:  
THIS SURVEY HAS BEEN COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACTED TITLE. A CURRENT TITLE COMMITMENT HAS NOT BEEN PROVIDED TO IDENTIFY ADDITIONAL RECORD EASEMENTS WHICH MAY BE APPLICABLE. RESTRICTIVE COVENANTS AND OTHER MATTERS HAVE NOT BEEN RESEARCHED AS PART OF THIS SURVEY. SEE APPLICABLE RESTRICTIVE COVENANTS AND LOCAL CODES FOR APPLICABLE DEVELOPMENT LIMITATIONS. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE. THIS SURVEY HAS NOT PROVIDED FOR SUBDIVISION APPROVAL OF ANY LOCAL JURISDICTION.

OWNER:  
NEW ROADS CAPITAL, LLC  
978 INDIAN RIDGE  
LIBERTY HILL, TX 78642  
SEAN@NEWROADSCAPITAL.COM  
512.578.6332

SURVEYOR:  
WILLIAM F. FOREST, JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847  
FOREST SURVEYING & MAPPING COMPANY  
FIRM NO. 1000200  
1002 ASH ST.  
GEORGETOWN, TX 78626  
512.930.5927

PROFESSIONAL ENGINEER:  
CHAD M. CORMACK  
REGISTERED PROFESSIONAL ENGINEERING NO. 114227  
EDGE ENGINEERING, PLLC  
FIRM NO. 20690  
4404 E HOVE LOOP  
AUSTIN, TX 78749  
512-350-1387

LEGAL DESCRIPTION:  
6.04 ACRES OUT OF THE O. J. SCOTT SURVEY, ABSTRACT NO. 749, WILLIAMSON COUNTY, TX

FIELD NOTE DESCRIPTION:  
PLAT OF CORELY ESTATES  
O. J. SCOTT SURVEY, A-749, WILLIAMSON COUNTY, TX

BEING 6.40 acres of land, situated in the O. J. Scott Survey, Abstract No. 749, in Williamson County, Texas; the same property that was conveyed by Bonnie Sue Corley to New Roads Capital, LLC (Tract 1 called 3.20 ac. and Tract 2 called 3.20 ac.) as described in the deed that is filed in Doc. 2019091041, of the Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in November of 2019 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" capped iron pin (steel pin) that was found at the Northwest fence corner of said Tract 2 that was called 3.20 ac. and at the Northwest corner of the 15.184 ac. tract that was conveyed to O.F. Corley Jr. as described in Vol. 573, Pg. 460 (Contract of Sale and Purchase from the Texas Veterans Land Board). This corner exists in the East boundary of the property that was conveyed to Raymond J. and Candice K. Estock (called 10.39 ac. Doc. 2001037663), and at the Southwest corner of Tract 2 (called 3 acres) of the Wilbur Hurt Subdivision (Cabiner G, Slide 356). From this corner an iron pin that was found stands N 20°51'53" W 74.05 feet and the Northwest corner of the said O. J. Scott Survey stands N 82°48'23" W 1564 feet, more or less, according to record information.

THENCE along or near the general line of an existing fence, with the North boundary of the property of New Road Capital LLC and the South boundary of the said Wilbur Hurt Subdivision; N 69°05'01" E at 350.59 feet passing a 1/2 inch capped iron pin set in the fence line, marked "FOREST RPLS 1847", continuing along a line that is partially fenced, in all 867.15 feet to a 1/2 inch capped iron pin found in the existing gravel roadway, at the Northeast corner of said Tract 2, for the Northeast corner of this subdivision. From this corner an iron pin found stands N 07°02'44" W 58.51 feet.

THENCE with the center of an existing easement roadway (gravel community use roadway of long-term duration that is known as Indian Ridge Road), finding 1/2 inch iron pins as follows; (L2) S 07°01'45" E 112.25 feet; S 03°11'06" W 287.42 feet to a 1/2 inch iron pin that was found at the Southwest corner of said Tract 1 of New Road Capital, LLC, for the Southeast corner of this subdivision. This corner exists at the Northeast corner of the property that is described in a deed to Osa Franklin Corley III (Tract 2 called 3.13 ac. Vol. 2585, Pg. 130, Deed Records.

THENCE with the North line of Osa Corley and the South boundary of the property of New Road Capital LLC; S 73°18'27" W 724.91 feet to a 1/2 inch capped iron pin that was found at the Southwest fence corner of said Tract 1 of New Road Capital, in the East line of the said Raymond Estock property called 10.39 acres.

THENCE along or near the general line of the existing fence, with the East boundary of Estock and the West boundary of New Road Capital; N 20°53' 57" W, at 177.32 feet passing an iron pin that was found at the common West corner of the two tracts of New Road Capital, continuing in all 317.95 feet to the POINT OF BEGINNING.

PLAT OF  
CORELY ESTATES

SUBMITTAL DATE: FEBRUARY 27, 2020

EDGE  
ENGINEERING

TBPE Firm Number 20890  
4404 E Hove Loop  
Austin, TX 78748  
P-612-000-8454  
www.civil-edge.com

SHEET 1 OF 2

3/25/2020

9:38:14 AM



3/24/2020 10:36:28 AM



**Commissioners Court - Regular Session****38.****Meeting Date:** 04/21/2020

Approval of the replat for Lot 10 Leffs Acres subdivision – Pct 3

**Submitted For:** Terron Evertson**Submitted By:** Adam Boatright,  
Infrastructure  
**Division:** Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the replat for Lot 10, Leff's Acres subdivision – Precinct 3.

**Background**

This is a replat for Lot 10 of the existing Leff's Acres subdivision. This subdivision will divide the existing Lot 10 into 2 newly configured lots and no new public roads.

**Timeline**

2020-03-02 – initial submittal of replat

2020-03-30 – 1st review complete with comments

2020-03-31 – 2nd submittal of replat

2019-04-14 – 2nd review complete with comments clear

2020-04-15 – replat received with all signatures

2020-04-16 – replat placed on April 21, 2020 Commissioners Court agenda for consideration

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

replat - Lot 10 Leffs Acres

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 04/16/2020

**Reviewed By**

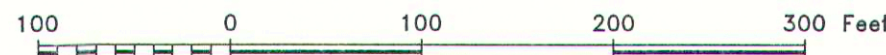
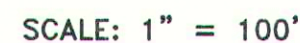
Andrea Schiele

**Date**

04/16/2020 11:59 AM

Started On: 04/16/2020 10:27 AM





**REPLAT OF LOT 10  
LEFF'S ACRES  
BEING 5.00 ACRES OUT OF THE  
JAMES WARE SURVEY NO. 16, ABSTRACT NO. 645  
WILLIAMSON COUNTY, TEXAS**

LOT 12  
MANUEL A. DURAN MALDONADO  
DOC. NO. 2016077690, W.C.O.P.R.

LOT 11  
MANUEL A. DURAN MALDONADO  
DOC. NO. 2016077690, W.C.O.P.R.  
1189.6')

LOT 9  
TEBO REAL ESTATE LLC  
DOC. NO. 2017024091, W.C.O.P.R.

LOT 8  
TEBO REAL ESTATE LLC  
DOC. NO. 2017024090, W.C.O.P.R.

LOT 7  
JOSEPHINE GALINDO CABELLERO, TRUSTEE OF  
THE GALINDO FAMILY REVOCABLE TRUST  
DOC. NO. 2015000600, W.C.O.P.R.

NOTES:

1. A TEN FOOT (10') P.U.E. IS HEREBY DEDICATED  
ADJACENT TO ALL STREET R.O.W. LINES ON ALL LOTS.

2. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.

OWNER: RACHEL LEE MASON  
P.O. BOX 1113  
LEANDER, TX 78646

OVERALL ACREAGE: 5.00 ACRES (217,833 SQ. FT.)

LOT 10A ACREAGE: 2.50 ACRES (108,903 SQ. FT.)

LOT 10B ACREAGE: 2.50 ACRES (108,930 SQ. FT.)

SURVEY: JAMES WARE SURVEY NO. 16, ABSTRACT NO. 645

NUMBER OF LOTS: 2

LINE	BEARING	DISTANCE
L1	N 68°57'39" E	215.68'
L2	S 21°02'21" E	10.00'
L3	N 68°57'39" E	150.00'
L4	N 21°02'21" W	10.00'
L5	N 68°57'39" E	35.00'
L6	N 21°02'21" W	10.00'
L7	N 68°57'39" E	150.00'
L8	S 21°02'21" E	10.00'

SHEET 1 OF 2

FIELD BY: NG 01/20/2020  
DRAWN BY: JC 01/23/2020  
CHECKED BY: RW 01/23/2020  
REVISED BY: JC 03/30/2020

JOB NO. 37257

**Windrose Land Services - Austin**

4120 Commercial Center Dr.  
Suite 300  
Austin, Texas 78744  
Firm Registration No. 10110400

Telephone: (512) 326-2100  
Fax: (512) 326-2770  
©COPYRIGHT 2020 WINDROSE LAND  
SERVICES AUSTIN, ALL RIGHTS RESERVED

VICINITY MAP  
NOT TO SCALE

COLT HAMILTON AND  
BAILEA HAMILTON  
REMAINDER OF CALLED 10.0001 ACRES  
DOC. NO. 2018032461, W.C.O.P.R. -  
DANO AND  
ANO

REMAINDER OF 201  
DOC. NO. 2018024888, W.C.O.P.R.  
LIDIA L. SERRANO AND  
AMPELIO E. SERRANO  
CALLED 10.0001 ACRES  
DOC. NO. 2018024888, W.C.O.P.R.

CARL J. HAMILTON AND  
TRACY HAMILTON  
CALLED 5.00 ACRES  
DOC. NO. 2019034775, W.C.O.P.R.

VAN NGUYEN, TINH T. NGUYEN, NGUYEN  
DUNG NGUYEN AND NGUYET S. N.  
VOL. 799, PG. 574, 30.856  
CALLED W.C.D.R.



STATE OF TEXAS §  
KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §

I, Rachel Lee Mason, sole owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2019117152 of the Official Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby resubdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **REPLAT OF LOT 10 LEFF'S ACRES.**

TO CERTIFY WHICH, WITNESS by my hand this 14th day of April, 2020.

Rachel Lee Mason  
Rachel Lee Mason  
P.O. Box 1113  
Leander, TX 78646

THE STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

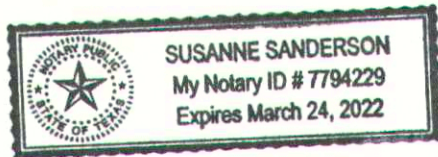
Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Rachel Lee Mason, known to me to be the person whose name is subscribed to the forgoing instrument.

GIVEN under my hand and seal of office on this the 14th day of April, 2020.

Susanne Sanderson  
Notary Public, State of Texas

Printed Name: Susanne Sanderson

My Commission Expires: 3/24/2022



Based upon the representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

J. Terron Everston  
J. Terron Everston, PE., DR., CFM  
County Engineer

Date 4/15/20

STATE OF TEXAS §  
KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §

I, Ronnie Willis, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this replat is true and correctly made from an actual survey made on the ground under my direct supervision of the property legally described hereon, and that the corner monuments shown thereon were properly placed under my direct supervision, in accordance with Chapter 5, Subdivisions, Public Improvements, City of Liberty Hill Unified Development Code.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE, HOWEVER IT IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

Ronnie Willis  
RONNIE WILLIS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 5462  
WINDROSE LAND SERVICES-AUSTIN LTD.  
4120 COMMERCIAL CENTER DRIVE, SUITE 300  
AUSTIN, TEXAS 78744  
PHONE: 512-326-2100  
FAX: 512-326-2770



Road name and address assignments verified this the 15 day of April, 2020 D.

Cindy Bridges  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

Cindy Bridges

# REPLAT OF LOT 10 LEFF'S ACRES BEING 5.00 ACRES OUT OF THE JAMES WARE SURVEY NO. 16, ABSTRACT NO. 645 WILLIAMSON COUNTY, TEXAS

## GENERAL NOTES:

1) MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

2) WATER SERVICE IS PROVIDED BY ON-SITE PRIVATE WELL. WASTEWATER SERVICE IS PROVIDED BY ON-SITE SEWAGE FACILITY.

3) RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

4) EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF LEFF ACRES, AS RECORDED IN CABINET B, SLIDE 163, IN THE PLAT RECORDS OF WILLIAMSON COUNTY.

5) EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

6) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48491C0075F, COMMUNITY PANEL NO. 481079 0075 F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS. ZONE DETERMINATION WAS DONE BY GRAPHIC PLOTTING FROM THE FEMA MAP. SURVEYOR DOES NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

7) A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

8) THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3.

9) IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

10) ALL BEARINGS ARE BASED ON THE TEXAS LAMBERT STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83. A SCALE FACTOR OF 1.00016701 HAS BEEN APPLIED TO OBTAIN SURFACE DISTANCES.

11) SUBJECT TO ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE EASEMENT (BLANKET IN NATURE) TO PEDERNALES ELECTRIC COOPERATIVE, INC. BY VOL. 557, PG. 638, AND VOL. 784, PG. 141, W.C.O.P.R., ACCORDING TO INFORMATION CONTAINED IN TITLE COMMITMENT GF NO. 1937062-TOH OF INDEPENDENCE TITLE, EFFECTIVE DATE OF OCTOBER 29, 2019. SAID EASEMENTS ARE NOT PLOTTABLE DUE TO BEING BLANKET IN NATURE.

12) RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

13) IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

## METES AND BOUNDS LEGAL DESCRIPTION OF 5.00 ACRES:

BEING A TRACT OR PARCEL OF LAND CONTAINING 5.00 ACRES (217,833 SQ. FT.) SITUATED IN THE JAMES WARE SURVEY NO. 16, ABSTRACT NO. 645, IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN LOT 10, LEFF ACRES, A SUBDIVISION RECORDED IN CABINET B, SLIDE 163B, WILLIAMSON COUNTY PLAT RECORDS (W.C.P.R.), CONVEYED TO RACHEL LEE MASON BY DEED RECORDED IN DOCUMENT NO. 2019117152, WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS (W.C.O.P.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL BEARINGS ARE BASED ON THE TEXAS LAMBERT STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83. A SCALE FACTOR OF 1.00016701 HAS BEEN APPLIED TO OBTAIN SURFACE DISTANCES.

BEGINNING AT A CAPPED ½" IRON ROD STAMPED "SURVTEX LLC" FOUND IN THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY 183 (100' R.O.W.), BEING THE NORTHWEST CORNER OF THAT CERTAIN LOT 9 OF SAID LEFF ACRES CONVEYED TO TEBO REAL ESTATE LLC BY DEED RECORDED IN DOCUMENT NO. 2017024091, W.C.O.P.R., FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING HEREOF, FROM WHICH A CAPPED ½" IRON ROD (ILLEGIBLE STAMP) FOUND IN THE EASTERLY LINE OF SAID U.S. HIGHWAY 183, BEING AT THE SOUTHWEST CORNER OF SAID LOT 9, BEING THE NORTHWEST CORNER OF THAT CERTAIN LOT 8 OF SAID LEFF ACRES CONVEYED TO TEBO REAL ESTATE LLC BY DOC. NO. 2017024090, W.C.O.P.R., BEARS SOUTH 20°56'08" EAST (SOUTH 19° EAST), A DISTANCE OF 182.87' (183');

THENCE NORTH 20°56'08" WEST (NORTH 19° WEST) WITH THE EASTERLY R.O.W. LINE OF SAID U.S. HIGHWAY NO. 183, SAME BEING THE WESTERLY LINE HEREOF, A DISTANCE OF 183.16' (183') TO A ½" IRON ROD FOUND AT THE SOUTHWEST CORNER OF THAT CERTAIN LOT 11 OF SAID LEFF ACRES CONVEYED TO MANUEL A. DURAN MALDONADO BY DEED RECORDED IN DOCUMENT NO. 2016077690, W.C.O.P.R., FOR THE NORTHWEST CORNER HEREOF, FROM WHICH A ½" IRON ROD FOUND IN THE EASTERLY LINE OF SAID U.S. HIGHWAY NO. 183, BEING AT THE NORTHWEST CORNER OF SAID LOT 11, BEING THE SOUTHWEST CORNER OF THAT CERTAIN LOT 12 OF SAID LEFF ACRES CONVEYED TO MANUEL A. DURAN MALDONADO BY DEED RECORDED IN DOCUMENT NO. 2016077690, W.C.O.P.R., BEARS NORTH 20°56'08" WEST (NORTH 19° WEST), A DISTANCE OF 182.93' (183');

THENCE NORTH 68°57'30" EAST (NORTH 70°55' EAST) WITH THE SOUTHERLY LINE OF SAID LOT 11, SAME BEING THE NORTHERLY LINE HEREOF, A DISTANCE OF 1189.28' (1189.6') TO A ½" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT 11, BEING IN THE WESTERLY LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 70.00 ACRES CONVEYED TO RAMAMOHANA AREKOOTY AND MALLIKHARJUNA REDDY AVULA BY DEED RECORDED IN DOCUMENT NO. 2018009678, W.C.O.P.R., FOR THE NORTHEAST CORNER HEREOF;

THENCE SOUTH 20°45'20" EAST (SOUTH 18°52' EAST) WITH THE WESTERLY LINE OF SAID 70.00 ACRE TRACT, SAME BEING THE EASTERLY LINE HEREOF, A DISTANCE OF 183.26' (183') TO A ½" IRON ROD FOUND IN THE WESTERLY LINE OF SAID 70.00 ACRE TRACT, BEING THE NORTHEAST CORNER OF SAID LOT 9, FOR THE SOUTHEAST CORNER HEREOF;

THENCE SOUTH 68°57'47" WEST (SOUTH 70°55' WEST) WITH THE NORTHERLY LINE OF SAID LOT 9, SAME BEING THE SOUTHERLY LINE HEREOF, A DISTANCE OF 1188.70' (1189.2') TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES (217,833 SQ. FT.) AS SURVEYED ON THE GROUND.

STATE OF TEXAS §  
KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §

I, Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravell, Jr.  
Bill Gravell, Jr., County Judge  
Williamson County, Texas

Date

STATE OF TEXAS §  
KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D., at \_\_\_\_ o'clock, \_\_\_\_ M., and duly recorded this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D., at \_\_\_\_ o'clock, \_\_\_\_ M., in the Official Public Records of said County in Instrument No. \_\_\_\_\_.

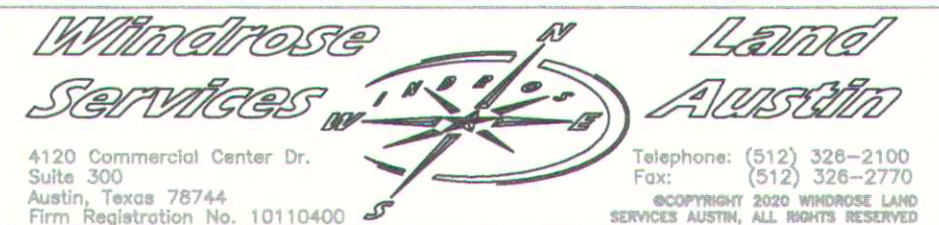
TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister  
Nancy E. Rister, Clerk County Court  
of Williamson County, Texas

By: \_\_\_\_\_, Deputy

SHEET 2 OF 2

FIELD BY: NG 01/20/2020  
DRAWN BY: JC 01/23/2020  
CHECKED BY: RW 01/23/2020  
REVISED BY: JC 03/30/2020  
JOB NO. 37257





**Commissioners Court - Regular Session****39.****Meeting Date:** 04/21/2020

Approval of the preliminary plat for the JSWSC CR 303 subdivision – Pct 3

**Submitted For:** Terron Evertson**Submitted By:** Adam Boatright,  
Infrastructure  
**Division:** Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the JSWSC CR 303 subdivision – Precinct 3.

**Background**

This proposed subdivision consists of a single lot and no new public roads. The single lot will be used for utility infrastructure by the Jarrell-Schwertner Water Supply Corporation.

**Timeline**

2020-02-10 – initial submittal of preliminary plat  
2020-03-10 – 1st review complete with comments  
2020-03-13 – 2nd submittal of preliminary plat  
2020-03-27 – 2nd review complete with comments  
2020-04-02 – 3rd submittal of preliminary plat  
2020-04-14 – 3rd review complete with comments  
2020-04-15 – 4th submittal of preliminary plat  
2020-04-16 – 4th review complete with comments clear  
2020-04-16 – preliminary plat placed on April 21, 2020 Commissioners Court agenda for consideration

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

preliminary plat - JSWSC CR 303

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 12:00 PM

Form Started By: Adam Boatright

Started On: 04/16/2020 10:28 AM

Final Approval Date: 04/16/2020

# PRELIMINARY PLAT

## JSWSC, CR 303 SUBDIVISION

BEING A 2.000 ACRE TRACT OF LAND LOCATED IN THE WILLIAM ADAMS SURVEY, ABSTRACT NO. 34, SECTION NO. 18, WILLIAMSON COUNTY, TEXAS, SAID 2.000 ACRE TRACT, BEING A PORTION OF THAT CALLED 7.30 ACRE TRACT OF LAND KNOWN AS "TRACT 3", RECORDED IN VOLUME 752, PAGE 518, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

### NOTES:

- 1) FIELD WORK PERFORMED ON: DECEMBER 2019
- 2) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
- 3) THIS SURVEY IS BASED ON A TITLE COMMITMENT ISSUED BY WFG NATIONAL TITLE INSURANCE COMPANY, G.F. NUMBER 1904954-34, ISSUED DATE OF DECEMBER 3, 2019. EFFECTIVE DATE OF NOVEMBER 19, 2019 AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN. THERE MAY BE OTHER EASEMENTS, RESTRICTIONS, OR ENCUMBRANCES NOT SHOWN. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

### SCHEDULE B EXCEPTIONS:

- 10c. RIGHT-OF-WAY EASEMENT GRANTED TO DONAHOE CREEK WATERSHED AUTHORITY, RECORDED IN VOLUME 481, PAGE 473, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (INSUFFICIENT EVIDENCE TO DETERMINE EXACT LOCATION OR PLACE ON SURVEY)
- 10d. RIGHT-OF-WAY EASEMENT GRANTED TO TEXAS UTILITIES ELECTRIC COMPANY, RECORDED IN VOLUME 2259, PAGE 881, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT APPLY, LOCATED SOUTH OF PROPERTY)
- 10e. RIGHT-OF-WAY EASEMENT GRANTED TO GTE SOUTHWEST INCORPORATED, RECORDED IN DOCUMENT NO. 1998025648, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (10' WIDE EASEMENT CENTERED ON BURIED TELEPHONE CABLE LINE)
- 10f. RIGHT-OF-WAY EASEMENT GRANTED TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN DOCUMENT NO. 2005092666, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (20' WATER LINE EASEMENT CENTERED ON INSTALLED LINES)
- 10g. UTILITY EASEMENT GRANTED TO THE CITY OF JARRELL, TEXAS, RECORDED IN DOCUMENT NO. 2014039796, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT APPLY, LOCATED SOUTH OF PROPERTY)
- 10h. WATER LINE EASEMENT GRANTED TO LONE STAR REGIONAL WATER AUTHORITY, RECORDED IN DOCUMENT NO. 2017086646, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (APPLIES, 15' WATER LINE EASEMENT, UNABLE TO DETERMINE EXACT LOCATION)
- 10i. WATER LINE EASEMENT GRANTED TO LONE STAR REGIONAL WATER AUTHORITY, RECORDED IN DOCUMENT NO. 2017086647, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT APPLY, LOCATED SOUTH OF PROPERTY)

**FEMA FLOOD PLAIN** - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0150F, EFFECTIVE DATE DECEMBER 20, 2019, THIS PROPERTY LIES IN ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

### FIELD NOTE DESCRIPTION:

FIELD NOTES FOR AN 2.000 ACRE TRACT OF LAND:

**BEING AN 2.000 ACRE TRACT OF LAND**, LOCATED IN THE WILLIAM ADAMS SURVEY, ABSTRACT NO. 34, SECTION NO. 18, WILLIAMSON COUNTY, TEXAS; SAID 2.000 ACRE TRACT, BEING A PORTION OF THAT CALLED 7.30 ACRE TRACT OF LAND KNOWN AS "TRACT 3", RECORDED IN VOLUME 752, PAGE 518, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 2.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET IN THE SOUTHWEST LINE OF SAID 7.30 ACRE TRACT, A NORTHEAST LINE OF THAT CALLED 21.516 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2015037249, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND BEARS N 21° 20' 06" W, A DISTANCE OF 28.76' FROM A MAG NAIL FOUND IN CONCRETE FOR THE COMMON CORNER OF SAID 7.30 ACRE TRACT AND SAID 21.516 ACRE TRACT;

**1. THENCE**, WITH THE SOUTHWEST LINE OF SAID 7.30 ACRE TRACT, A NORTHEAST LINE OF SAID 21.516 ACRE TRACT, **N 21° 20' 06" W**, A DISTANCE OF **375.52'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET IN THE SOUTHWEST LINE OF SAID 7.30 ACRE TRACT, A NORTHEAST LINE OF SAID 21.516 ACRE TRACT, SAID POINT BEING THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND BEARS S 21° 20' 06" E, A DISTANCE OF 966.65' FROM A 1" IRON PIPE FOUND FOR THE WESTERNMOST CORNER OF SAID 7.30 ACRE TRACT;

**2. THENCE**, ACROSS SAID 7.30 ACRE TRACT, **N 68° 39' 54" E**, A DISTANCE OF **232.00'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET IN THE SOUTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 303, BEING IN A NORTHEAST LINE OF SAID 7.30 ACRE TRACT, AND BEING THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

**3. THENCE**, WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 303, THE NORTHEAST LINE OF SAID 7.30 ACRE TRACT, **S 21° 20' 06" E**, A DISTANCE OF **375.52'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET IN THE SOUTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 303, THE NORTHEAST LINE OF SAID 7.30 ACRE TRACT, SAID POINT BEING THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND BEARS N 21° 20' 06" W, A DISTANCE OF 28.76' FROM THE EASTERNMOST CORNER OF SAID 7.30 ACRE TRACT;

**4. THENCE**, DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 303, ACROSS SAID 7.30 ACRE TRACT, **S 68° 39' 54" W**, A DISTANCE OF **232.00'**, TO THE **POINT OF BEGINNING** CONTAINING **2.000 ACRES** OF LAND.

**NOTE:** THE BASIS OF BEARING WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD (83), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID. A SURVEY PLAT WAS PREPARED BY A SEPARATE DOCUMENT.

### SURVEYORS CERTIFICATE:

STATE OF TEXAS )  
COUNTY OF WILLIAMSON )

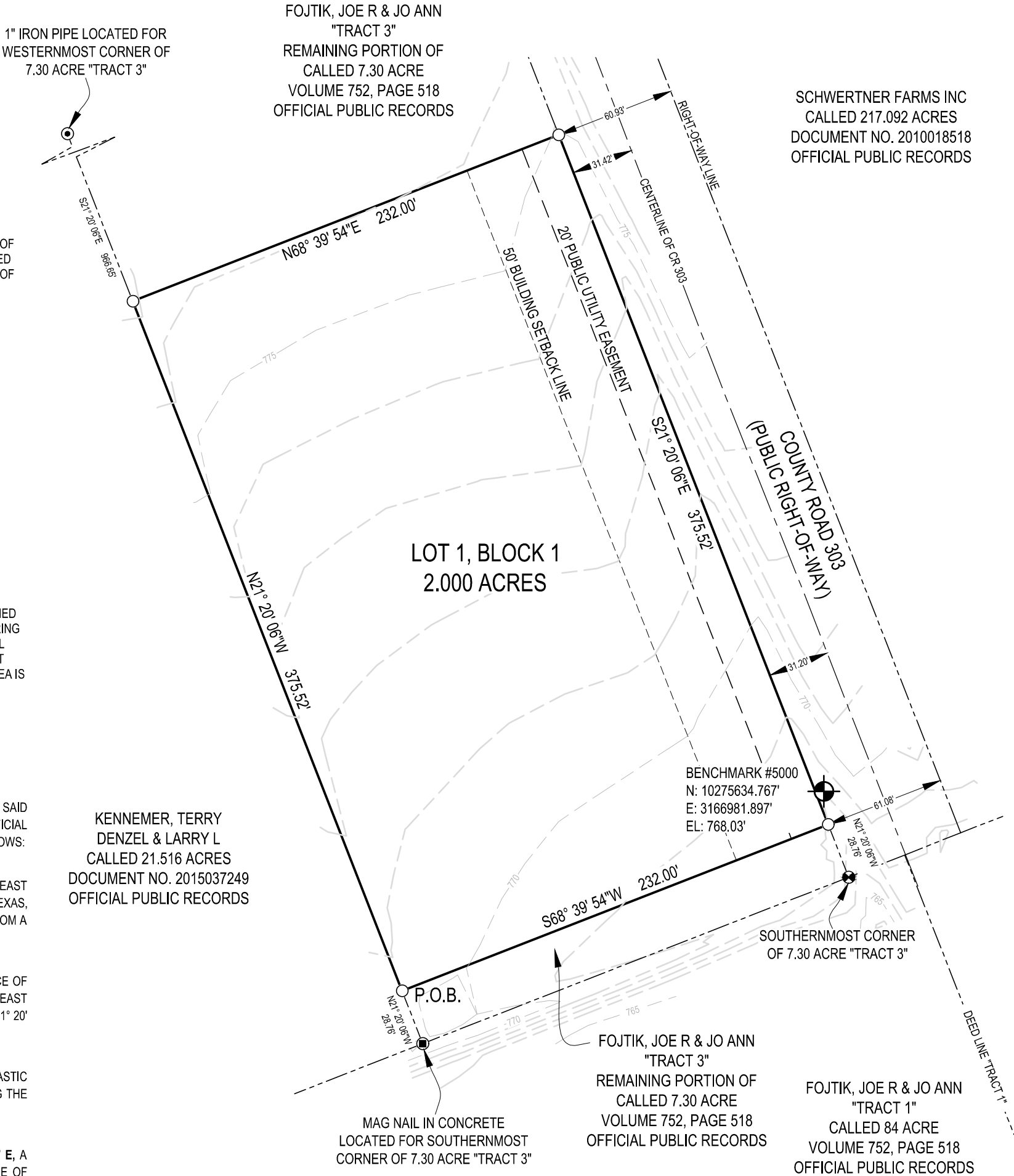
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

REGISTERED PROFESSIONAL LAND SURVEYOR  
TRAVIS QUICKSALL, R.P.L.S.

DATE:

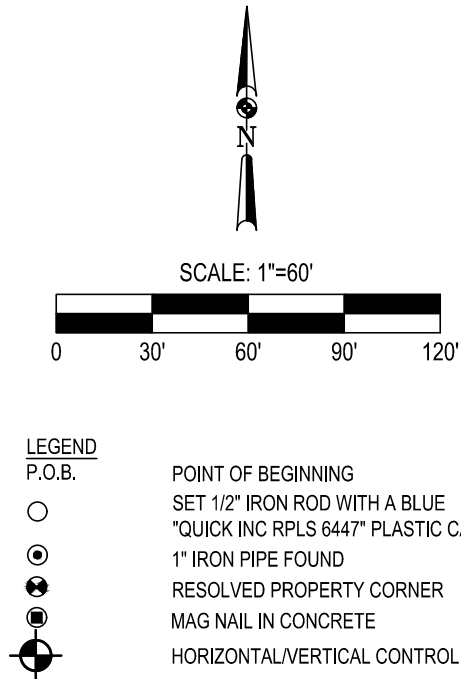
ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR



### PLAT NOTES:

1. ACREAGE OF SUBDIVISION = 2.000 ACRES.
2. NO LOT IN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0150F, DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOOD PLAIN BOUNDARIES IN THIS AREA.
3. ELECTRIC SERVICE PROVIDED BY BARTLETT ELECTRIC COOPERATIVE.
4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
5. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
6. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
7. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A BLUE PLASTIC CAP.
8. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
9. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
10. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
12. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
13. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
14. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
15. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
16. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENCE AGREEMENT WITH WILLIAMSON COUNTY.
17. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
18. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT ON MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO THE PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
19. THERE IS A 25 FOOT (25') SETBACK FROM ANY DRAINAGE WAY OR PROPOSED EXCAVATED DRAINAGE EASEMENT AND A 75 FOOT (75') SETBACK FROM ANY WATERCOURSES. NO DRAINAGE-WAY EASEMENT MAY BE CREATED WITHIN 25' OF ADJOINING PROPERTIES UNLESS A NATURAL DRAINAGE-WAY EXISTED THERE PRIOR TO DEVELOPMENT OR PERMISSION OF THE ADJOINING PROPERTY OWNER IS GIVEN.
20. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
21. NO ON-SITE SEWAGE FACILITY (OSSF) WILL BE INSTALLED ON LOT 1, BLOCK 1.
22. THERE WILL BE NO WATER SERVICE FOR LOT 1, BLOCK 1.
23. LOT 1, BLOCK 1 SHALL NOT BE FURTHER SUBDIVIDED.
24. THIS LOT IS TO BE USED FOR WATER (UTILITY) INFRASTRUCTURE.



### OWNER'S DEDICATION

STATE OF TEXAS )  
COUNTY OF WILLIAMSON )

KNOW ALL MEN BY THESE PRESENTS:

I, JOE R & JO ANN FOJTIK, OWNER'S AGENT AND GENERAL PARTNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN VOLUME 752, PAGE 518 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS CR 344 SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

OWNER: JOE R. FOJTIK

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC  
STATE OF TEXAS

I, JOE R & JO ANN FOJTIK, OWNER'S AGENT AND GENERAL PARTNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN VOLUME 752, PAGE 518 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS CR 344 SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

OWNER: JO ANN FOJTIK

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC  
STATE OF TEXAS

STATE OF TEXAS )  
COUNTY OF WILLIAMSON )

KNOW ALL MEN BY THESE PRESENTS:

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

BY: BILL GRAVELL JR., COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS )  
COUNTY OF WILLIAMSON )

KNOW ALL MEN BY THESE PRESENTS:

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_ A.D., AT \_\_\_\_ O'CLOCK \_\_\_\_ M AND DULY RECORDED THIS DAY OF \_\_\_\_\_, 20\_\_ A.D., AT \_\_\_\_ O'CLOCK \_\_\_\_ M, IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_ DEPUTY

OWNER/AGENT:  
JOE R & JO ANN FOJTIK  
1601 CR 303  
JARRELL, TEXAS 76537

**Quick Inc.**  
Land Surveying, Land Planning, Consulting.  
Firm: 10194104 512-915-4950  
1430 N. Robertson Road, Salado, Texas 76571

DATE SUBMITTAL 3: APRIL 2, 2020  
DATE SUBMITTAL 2: MARCH 13, 2020  
DATE SUBMITTAL 1: FEB. 12, 2020  
JOB NO. 19-2295  
SHEET 1 OF 1

**Commissioners Court - Regular Session****40.****Meeting Date:** 04/21/2020

Reimbursement for Supplies for Masks

**Submitted For:** Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a reimbursement in the amount of \$8,263.24 to Judge Bill Gravell, Jr. and Jill Gravell relating to their purchase of supplies to make masks to be used during the Coronavirus Disease (COVID-19) pandemic in Williamson County, Texas; and find that such reimbursement provides an overall public benefit and public purpose by attempting to aid in the protection of the public's health and safety during the current pandemic and that such expenditure and reimbursement is not for the private and personal benefit of Judge Bill Gravell, Jr. and Jill Gravell.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Expense Reimbursement

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 04/16/2020

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 04:07 PM

Started On: 04/16/2020 11:08 AM



# Travel & General Expense Reimbursement - 2020

Pay To: Bill Gravell

Department: County Judge

Emp.ID: \_\_\_\_\_

Date Submitted: 4/15/2020

Current Mileage Rate: \$ 0.575

Date	From City/State	To City/State	Purpose	Miles	
				Training x004232	Other
<b>Total Miles</b>					

## Mileage Reimbursement (ex: 01.xxxx.xxxx.004232)

Training Line Item: 01. \_\_\_\_\_ . 004232

Total Travel Miles: \_\_\_\_\_ \$ 0.00

Other Miles Line Item: 01. \_\_\_\_\_ . \_\_\_\_\_

Total Other Miles: \_\_\_\_\_ \$ 0.00

## Per Diem

Line Item: 01. \_\_\_\_\_ . \_\_\_\_\_

Days @ \$50 per day: \_\_\_\_\_ \$ 0.00

Days @ \$20 per day: \_\_\_\_\_ \$ 0.00

## Other Expenses (receipts required)

Line Item: 01. \_\_\_\_\_ . \_\_\_\_\_

## Description

Mask Brigade Project-Hobby Lobby \$ 623.50

Line Item: 01. \_\_\_\_\_ . \_\_\_\_\_

Mask Brigade Project-Hobby Lobby \$ 2,672.47

Line Item: 01. \_\_\_\_\_ . \_\_\_\_\_

Mask Brigade Project-Hobby Lobby \$ 1,987.88

Line Item: 01. \_\_\_\_\_ . \_\_\_\_\_

Mask Brigade Project-Hobby Lobby \$ 2,979.39

## Total Reimbursement

\$ 8,263.24

Comments:

Certification: "I certify the expenses as shown above are true and correct as incurred while traveling on Williamson County Business".

Signature of Person Submitting Report:

*Bill Gravell*

Certification by Official/Department Head: "I certify the above listed expenses are true and correct".

Signature of Official/Department Head:

*Bill Gravell*



HOBBY LOBBY #188  
901 SOUTH IH-35, SUITE 101  
GEORGETOWN, TX 78626  
512-864-2720

Purchased 04/10/20

13 Rotary blades	5.99 ✓
2 Rotary cutters	12.99 ✓
1 Pin catcher	5.99
4 Pin holders	11.99
20 Floral wire	4.99
50 Thread	2.99
14 Sharpie 2 pk	3.29
6 Pins	3.49
8 Bible highlighters	1.99
1 Cutting mat	22.99
1 Cutting mat	19.99
1 Cutting mat	24.99
2 Cutting mats	34.99
20 Kraft bags	4.99

Total 727.77

Less 10% = 654.99

*Total 5/B 692.78  
Less 10% 623.50*

014

000

13.00 ☒

5.99 ☒

X 77.87 ☒

2.00 ☒

12.99 ☒

X 25.98 ☒

X 5.99 ☒

4.00 ☒

11.99 ☒

X 47.96 ☒

20.00 ☒

4.99 ☒

✓ 99.80 ☒

50.00 ☒

2.99 ☒

✓ 149.50 ☒

14.00 ☒

3.29 ☒

✓ 46.06 ☒

6.00 ☒

3.49 ☒

✓ 20.94 ☒

8.00 ☒

1.99 ☒

✓ 15.92 ☒

✓ 22.99 ☒

✓ 19.99 ☒

✓ 24.99 ☒

✓ 34.99 ☒

20.00 ☒

4.99 ☒

✓ 99.80 ☒

✓ 692.78 ☒

0 00 ☒

HOBBY LOBBY #188

901 SOUTH H-35, SUITE 101

GEORGETOWN, TX 75228

512-864-2720

Purchased 04/06/20

Fabric 343 yds @ 8.99/yd 3083.57

41 yds @ 5.99/yd 245.59

Pellon 25 yds @ 3.99/yd 99.75

Pellon 25 yds @ 4.99/yd 124.75

Total \$3553.66

Less 40% = \$2132.20

Matboard 9 @ 9.99 89.91

Cutting boards 4 @ 7.99 31.96

Loom bands 10 @ 7.99 79.90

Tape 9 @ 3.99 35.91

Tape 1 @ 8.99

Pellon 2 @ 19.99 39.98

Pellon 2 @ 8.99 17.98

Scissors 23 @ 14.99 344.77

Cutters 2 @ 16.99

Cutters 5 @ 19.99

Thread 12 @ 4.49 53.88

Total supplies = 837.21

Fabric + supplies = 2969.41

Less 10 % charitable discount = 2672.42

343.00

8.99

3,083.57

41.00

5.99

245.59

25.00

25.00

124.75

5.00

10.00

24.75

004

3,553.66

3,553.66

2,132.20

0001

2,132.20

14.99

344.77

2.00

16.99

33.88

837.21

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000

12,100.00

5.49

53.88

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2,132.21

Purchased 4/6/20

Fabric

310 yards at \$8.99 per yard = \$2786.90

-40% = \$1114.76

Pellon 12 yards at \$2.99 yard = \$35.88

-40% = \$14.35

Sewing

Thread 46 x \$4.49 = \$206.54

Thread 25 x \$3.99 = \$99.75

Stabilizer 1 x \$9.99 = \$9.99

Scissors 6 x \$14.99 = \$89.94

Crafts

Chenille stems 24 x \$3.99 = \$95.76

Total = \$2208.76

Minus 10%

Final total = \$1987.88

HOBBY LOBBY #52  
130 SUNDANCE PARKWAY  
SUITE 200  
ROUND ROCK, TX. 78681

70.07 +)  
86.24 +)  
86.24 +)  
97.02 +)  
80.85 +)  
86.24 +)  
70.07 +)  
113.19 +)  
91.63 +)  
80.85 +)  
86.24 +)  
80.85 +)  
97.02 +)  
97.02 +)  
91.63 +)  
70.07 +)  
86.24 +)  
59.29 +)  
64.68 +)  
75.46 +)  
206.54 +)  
95.76 +)  
99.75 +)  
89.94 +)  
35.88 +)  
9.99 +)  
2,208.76 (L+)  
  
2,208.76 (X)  
10.00 (X)  
220.88 \*  
  
1,987.88 (L+)  
  
0.00 (L+)

HOB LOB LIMITED STORE #402  
1501 E. WHITESTONE BLVD., BLDG. D  
CEDAR PARK, TX 78613  
512-528-0144

Purchased 04-06-20

Fabric

473y at \$8.99/y \$4252.27 -

-40% = \$2551.36 ✓ - D

Pelon 18y at \$2.99/y \$53.82 ✓

-40% = \$32.29 ✓ - D

7y at \$3.99/y \$27.93 ✓

-40% = \$16.76 ✓ - D

Sewing

Thread 49x\$4.99 = \$244.51 - C

Thread 5 x \$3.99 = \$19.95 - C

Stabilizer 3 x \$9.99 = \$29.97 - C

Looms 15x \$7.99 = \$119.85 - A

Looms 2 x \$5.99 = \$11.98 - A

Cutting Board 3 x \$7.99 = \$23.97 - C

Rolling cutter 4 x \$19.99 = \$79.96 - C

Scissors 2 x \$14.99 = \$29.98 - C

Matboards 15x \$9.99 = \$149.85 - B

Total \$3310.43 ✓

Minus 10%

Final Total \$2979.39

A 7.99 ☒  
15.00 ☒  
119.85 \*

Looms 5.99 ☒  
2.00 ☒  
11.98 \*

ART  
Matboards.  
B 9.99 ☒  
15.00 ☒  
149.85 \*  
0.00 ☒

C

*Sumin*

4.99 ㊦  
49.00 ㊦  
244.51 \*  
  
3.99 ㊦  
✓ 5.00 ㊦  
✓ 19.95 \*  
  
9.99 ㊦  
3.00 ㊦  
✓ 29.97 \*  
  
7.99 ㊦  
3.00 ㊦  
✓ 23.97 \*  
  
19.99 ㊦  
4.00 ㊦  
✓ 79.96 \*  
  
14.99 ㊦  
2.00 ㊦  
✓ 29.98 \*  
  
244.51 ㊦  
19.95 ㊦  
29.97 ㊦  
23.97 ㊦  
79.96 ㊦  
29.98 ㊦  
428.34 ㊦

48.00 ㊦  
56.00 ㊦  
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15.00 ㊦  
17.00 ㊦  
473.00 ㊦

8.99 ㊦  
473.00 ㊦  
4,252.27 \*

D

4,252.27 ㊦  
0.60 ㊦  
2,551.36 \*

2.99 ㊦  
18.00 ㊦  
D ✓ 53.82 \*

53.82 ㊦  
0.60 ㊦  
D ✓ 32.29 \*

3.99 ㊦  
7.00 ㊦  
D ✓ 27.93 \*

27.93 ㊦  
0.60 ㊦  
D ✓ 16.76 \*

*FABRIC*

0. ㊦  
2,551.36 ㊦  
32.29 ㊦  
16.76 ㊦  
2,600.41 ㊦

**Commissioners Court - Regular Session****41.****Meeting Date:** 04/21/2020

Animal Shelter Director

**Submitted For:** Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the Williamson County Regional Animal Shelter Board of Directors' recommendation of Misty Valenta to serve as the next Director of the Williamson County Regional Animal Shelter following the retirement of Cheryl Schneider and authorize the tender of an offer of employment, hiring and appointment of Misty Valenta for such position to commence effective May 8, 2020.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 04/09/2020

**Reviewed By**

Andrea Schiele

**Date**

04/09/2020 05:23 PM

Started On: 04/09/2020 05:20 PM



**Commissioners Court - Regular Session****44.****Meeting Date:** 04/21/2020

Providing supplies to organizations involved with COVID-19 activities

**Submitted By:** Chris Connealy, Emergency Services Dept.**Department:** Emergency Services Dept.**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action to provide Williamson County Emergency Management guidance on providing supplies to various organizations involved with COVID-19 activities.

**Background**

Williamson County Emergency Management needs guidance from the Court on providing supplies to various public and private organizations involved with COVID-19 activities.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Chris Connealy

Final Approval Date: 04/16/2020

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 09:55 AM

Started On: 04/15/2020 05:56 PM

**Commissioners Court - Regular Session****45.****Meeting Date:** 04/21/2020

Holiday Inn agreement for housing first responders

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving addendum for Holiday Inn Express Cedar Park to support operations of the Williamson County Emergency Services Operations Center, exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2) and authorizing execution of the addendum.

**Background**

This item pertains to the Coronavirus Disease 2019 (COVID-19). The hotel rooms are to be used for Williamson County Employed First Responders only if there is an urgent need. We have received an approval letter from FEMA stating that it is eligible for reimbursement and that approval expires currently as of April 30th. Rooms will only be charged if rented for a nightly rate of \$79. Funding Source: 01.0100.0409.004987.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Addendum  
rate confirmation

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**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	04/16/2020 10:46 AM
County Judge Exec Asst.	Andrea Schiele	04/16/2020 11:04 AM
Form Started By: Kerstin Hancock		Started On: 04/16/2020 09:57 AM
Final Approval Date: 04/16/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM  
FOR PURCHASE OF  
GOODS AND SERVICES  
DURING COVID-19 OPERATIONS  
(Federal Emergency Management  
Agency "FEMA" Requirements)**

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**Important Notice:** County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Holiday Inn Express Cedar Park (hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Incorporated Documents:** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. All reservations from The County with Vendor;
- B. Williamson County Agreement Addendum; and
- C. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

## II.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

## III.

**Compliance with All Laws:** Vendor agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

## IV.

**Good Faith:** Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

## V.

**Relationship of the Parties:** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

## VI.

**Texas Law Applicable to Indemnification and Limitation of Liability:** All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

## VII.

**Payment:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

## VIII.

**Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.**

## IX.

**Right to Audit:** Vendor agrees that Customer 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 Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

## X.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

## XI.

**Venue and Governing Law:** Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

## XII.

**No Assignment:** This agreement may not be assigned by either party without prior written consent.

**ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) COMPLIANCE:**

**XIII.**

**Clean Air Act and The Federal Water Pollution Control Act Compliance:**

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**XIV.**

**Suspension and Debarment:** (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**XV.**

**Recovered Materials:** (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe



providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## **XVI.**

**Access to Records:** The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **XVII.**

**Use of DHS Seals and Related Items:** The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## **XVIII.**

**Compliance with Federal Law and FEMA Rules:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA

policies, procedures, and directives.

**XIX.**

**Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended):**

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**XX.**

**No Federal Government Obligations:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

**XXI.**

**False Claims Act Compliance and Program Fraud Prevention:** The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

**XXII.**

**County Judge or Presiding Officer Authorized to Sign Agreement:** The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Vendor:

\_\_\_\_\_  
Authorized Signature  
Date: \_\_\_\_\_, 2020

*Michael McCloskey*  
Michael McCloskey (Apr 16, 2020)

\_\_\_\_\_  
Authorized Signature  
Date: Apr 16, 2020 \_\_\_\_\_, 2020






# Standard County Addendum (Covid19 Purchasing FEMA Requirements) Hotel

Final Audit Report

2020-04-16

Created:	2020-04-16
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA88GEZbxsbvM65DecC0TMq9XCRYvfkPct

## "Standard County Addendum (Covid19 Purchasing FEMA Requirements) Hotel" History

-  Document created by Thomas Skiles (blake.skiles@wilco.org)  
2020-04-16 - 2:38:50 PM GMT- IP address: 66.76.4.65
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2020-04-16 - 2:44:08 PM GMT



**From:** Mike McCloskey <candlewoodcpsales@gmail.com>  
**Sent:** Monday, April 13, 2020 2:24 PM  
**To:** Kerstin Hancock <khancock@wilco.org>  
**Subject:** RE: RE: Wilco First Responders Room Rental

Hello Kerstin,

I confirmed that the Holiday Inn Express Cedar Park can offer the \$79 rate.

Please let us know any other way we can be of assistance.

Thank you,

Michael McCloskey  
Director of Sales  
Holiday Inn Express Cedar Park  
Candlewood Suites Cedar Park

**From:** [Kerstin Hancock](#)  
**Sent:** Monday, April 13, 2020 1:35 PM  
**To:** [Mike McCloskey](#)  
**Subject:** RE: Wilco First Responders Room Rental

Hi Mr. McCloskey,

I just received word that FEMA will only reimburse us anything up to \$79 per day. Is there any way you could match that rate?

Looking forward to hearing from you.

*Kerstin Hancock, CPPM, CPP*  
Deputy Purchasing Agent

Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, TX 78626  
Phone 512-943-1546  
Fax 512-943-1575

Williamson County Purchasing Department



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**Commissioners Court - Regular Session****46.****Meeting Date:** 04/21/2020

2019 CAFR and PAFR Presentation

**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Receive and discuss the 2019 Comprehensive Annual Financial Report (CAFR) and the Popular Annual Financial Report (PAFR). Only if necessary, take action regarding the same.

**Background**

This presentation will be made by Julie Kiley and Rebecca Goldstein of Weaver and Tidwell.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

2019 CAFR

2019 PAFR

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/13/2020

**Reviewed By**

Andrea Schiele

**Date**

04/13/2020 09:48 AM

Started On: 04/05/2020 05:22 PM



# **Williamson County, Texas**

Comprehensive Annual Financial Report  
For the Fiscal Year Ended September 30, 2019



**Williamson County, Texas**  
Comprehensive Annual Financial Report  
Fiscal Year Ended September 30, 2019  
Principal Officials

County Judge	Bill Gravell Jr.
Commissioner, Precinct 1	Terry Cook
Commissioner, Precinct 2	Cynthia Long
Commissioner, Precinct 3	Valerie Covey
Commissioner, Precinct 4	Russ Boles
County Auditor	Jerri L. Jones
Tax Assessor-Collector	Larry Gaddes
County Clerk	Nancy Rister
County Attorney	Doyle "Dee" Hobbs
County Treasurer	D. Scott Heselmeyer
District Clerk	Lisa David
District Attorney	Shawn Dick
Sheriff	Robert Chody

**Official Issuing Report**  
Jerri L. Jones  
County Auditor

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**Williamson County, Texas**  
Comprehensive Annual Financial Report  
Fiscal Year Ended September 30, 2019  
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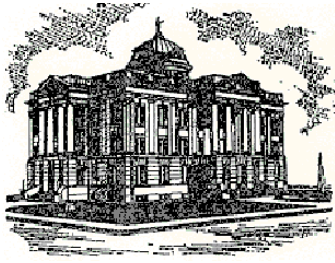
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# Introductory Section

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**AUDITOR'S OFFICE**  
**Williamson County Courthouse**  
**710 Main Street, Suite 301**  
**Georgetown, Texas 78626**  
**Phone: 512/943-1500**  
**Fax: 512/943-1567**

March 19, 2020

The Honorable District Judges  
Betsy Lambeth, 425<sup>th</sup> Judicial District  
Donna King, 26<sup>th</sup> Judicial District  
Stacey Mathews, 277<sup>th</sup> Judicial District  
Rick J. Kennon, 368<sup>th</sup> Judicial District  
Ryan D. Larson, 395<sup>th</sup> Judicial District

The Honorable Commissioners Court, Williamson County, Texas  
Bill Gravell Jr., County Judge  
Terry Cook, County Commissioner, Precinct 1  
Cynthia Long, County Commissioner, Precinct 2  
Valerie Covey, County Commissioner, Precinct 3  
Russ Boles, County Commissioner, Precinct 4

The Citizens of Williamson County

District Judges, Commissioners Court and Fellow Citizens:

State law requires that all general-purpose local governments publish within six months of the close of each fiscal year a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the comprehensive annual financial report of Williamson County for the fiscal year ended September 30, 2019.

The County Auditor has oversight of all financial records of the county. It is the County Auditor's responsibility to prescribe the systems and procedures for handling the finances of the county, certifying available funds for the county budget, and examining, auditing and approving all disbursements from county funds prior to their submission to the Commissioners Court for approval. In addition the County Auditor serves as the Chief Financial Officer for federal and state financial award programs, Juvenile Service Department and Adult Probation Department.

This report consists of management's representations concerning the finances of Williamson County. Consequently, management assumes full responsibility for the completeness and reliability of the information presented in this report. To provide a reasonable basis for making these representations, management of Williamson County has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of Williamson County's financial statements in conformity with GAAP. The County Auditor's Office audits the following: all fee collecting offices; contracts; purchasing; payroll which is prepared by the departments; and all invoices/payments requested and approved by county departments. Williamson County's comprehensive framework of internal controls has been designed to cost effectively provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As financial management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Williamson County's financial statements have been audited by Weaver and Tidwell, L.L.P., a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of Williamson County for the fiscal year ended September 30, 2019, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based on the audit, that there was a reasonable basis for rendering an unmodified opinion that Williamson County's financial statements for the fiscal year ended September 30, 2019 are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of Williamson County was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal and state grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and legal requirements involving the administration of federal and state awards. These reports are available in the last section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. Williamson County's MD&A can be found immediately following the report of the independent auditors.

## **Profile of the Government**

Williamson County, organized in 1848, is located in the central part of the state, which is considered to be the top growth area in the state, and one of the top growth areas in the country. Williamson County currently occupies a land area of 1,135 square miles and serves an estimated population of 566,719.

Williamson County is a political subdivision of the State of Texas. Williamson County is empowered to levy a property tax on both real and personal properties located within its boundaries. This levy provides 79% of the revenue for the General Fund and 96% of the revenue for the Debt Service Fund. It has no legislative powers and restrictive judicial and administrative powers. The governing body of the County is the Commissioners Court of five members. The County Judge is the chairperson of the court and the Commissioners from each of the precincts are also members. The Court has only such powers as are conferred upon it by the Constitution and the laws of the State, or as may be hereafter prescribed. None has the authority to act on their own but must act only as a whole.

Williamson County provides essential things that make our communities livable: roads and bridges, public improvements, juvenile detention and education, law enforcement and corrections, a court system to protect our legal rights, secure storage of our important public records, and protection against threats to public health, to include providing health care to the indigent. Williamson County, beyond the Texas Constitutional requirements, also provides parks and emergency medical services that add to the quality of life for local residents.

In accordance with Local Government Code Chapter 111, the County has reached a population of more than 125,000 and the Commissioners Court has appointed a Budget Officer. The Budget Officer is responsible for preparing a county budget for the fiscal year. In preparing or monitoring the budget, the budget officer may require the county auditor or other district, county, or precinct officer of the county to provide information necessary for the budget officer to properly prepare or monitor the budget. The budget must be carefully itemized to make possible a comparison of the proposed expenditures with the expenditures of the preceding year. The budget must show as definitively as possible or with reasonable accuracy the purpose of each expenditure and the amount of money to be spent.



By statute, the County Auditor is solely responsible for projecting the revenues for the County. Once these processes are complete, the Budget Officer files a copy of the proposed budget with the County Clerk. The Commissioners Court holds a public hearing on the proposed budget. Any taxpayer of the County may attend and may participate in the hearing.

At the conclusion of the public hearing, the Commissioners Court takes action on the proposed budget. The Commissioners Court may make changes in the proposed budget that it considers warranted by law and required by the interest of the taxpayers.

The Commissioners Court may levy taxes only in accordance with the budget. After final approval of the budget, the Commissioners Court shall file the budget with the County Auditor and County Clerk and may spend county funds only in strict compliance with the budget, except in an emergency.

The Commissioners Court may authorize an emergency expenditure as an amendment to the original budget only in a case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention. If the Court amends the original budget to meet an emergency, the Court files a copy of its order amending the budget with the County Clerk. The clerk attaches the copy to the original budget.

The Commissioners Court, by order, may authorize line item transfers between budgeted items within the same fund without authorizing an emergency expenditure.

State Law requires counties to adopt a budget before they adopt a tax rate. The Commissioners Court may levy taxes only in accordance with the budget. Chapter 26 of the Property Tax Code requires taxing units to comply with truth-in-taxation laws in setting their tax rates. This law has two purposes:

- to make the taxpayers more knowledgeable about tax rate proposals;
- and, in certain cases, to allow taxpayers to roll back or limit a tax increase.

### **Factors Affecting Financial Condition**

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which Williamson County operates.

**Local Economy.** Williamson County continues to be one of the fastest growing counties in the state. Since 2010, the county's population has grown by 34 percent. It is the fifth fastest growing county in Texas. Williamson County's growth has been fueled by its location on the I-35 corridor and close access to Austin, Texas. In 2019, The Capital Area Metropolitan Planning Organization (CAMPO) dedicated \$400 million to the region for improvements to I-35. The funding will be an enormous benefit to regional transportation and economic development. The County's economic base has become home to many major industries, including high tech, manufacturing, healthcare and higher education. The regional economy continues to expand. A Major League Soccer franchise will locate in North Austin. Amazon will expand office space at the Domain with plans to add 1,400 new jobs. These developments have a positive economic benefit to Williamson County.

The County has a diverse workforce. This attracts new businesses to locate to the area. Job creation has caused many of the cities in the county to be some of the fastest growing cities in the country. The U.S. Census ranks Georgetown and Round Rock as two of the fastest growing cities with populations exceeding 50,000. Georgetown ranked seventh and Round Rock ranked fifteenth. In the past year, the City of Leander population exceeded 50,000. Leander more than doubled its population since the 2010 Census. New housing, building permits and new roads also demonstrate the growth. The diversity in the economy makes the County less vulnerable to economic downturns. The unemployment rate has been lower than the national average. The County unemployment rate decreased from 3.0% in September 2018 to 2.8% in September of 2019; the rate was significantly lower than the national rate for September which decreased from 3.6% in 2018 to 3.3% in 2019.

The County has experienced major job growth and proliferation of business and residential development. Business incentives, a low tax rate and affordable housing are major factors that have contributed to the growth of the county. Williamson County population is expected to grow to more than 1.6 million by 2050. In the 2010 Census, Williamson County population was 422,679. Based on the latest projections, Williamson County population could virtually quadruple by the year 2050.

Businesses are locating to the County. Throughout the county businesses are expanding or moving to the area. In 2019, Apple broke ground on its North Campus. They will invest \$1 billion in this campus. Apple is expected to increase its footprint and has the capacity to create up to 15,000 jobs. The site will include a 50-acre nature and wildlife preserve that will be open to the public. The workspaces will run on renewable energy. James Avery is planning to build a 35,000 square foot facility in Cedar Park. The company expects to employ up to 102 people. Additive Manufacturing Technologies is also planning to move to Cedar Park. The company specializes in 3D printed parts. The company plans to lease an 18,000 square foot facility and create up to 100 jobs. Costco announced it will build a 158,000 square foot store in Georgetown. There is not another Costco between Georgetown and Dallas. The store is expected to attract shoppers as far North as Temple, Killeen and Fort Hood. It is the only Costco in the area located on I-35. It is expected to employ up to 235 people. In Round Rock, Michael Angelo's will expand their current facilities over the next three years. This will be an \$11 million investment.

Other developments are in the works throughout the County. In Northeast Round Rock, a new housing development is in the planning stages. KB Home plans to build 1,200 homes on 350 acres. Also in Round Rock, a \$200 million mixed use development, The District, has been approved by the City. The development is expected to create 5,000 jobs when fully developed. Another mixed use development in Hutto is taking shape. Several retail establishments are under construction in the 35 acre Co-Op district. Another major development in Hutto is a 1,300-home master-planned community. In North Williamson County, the City of Jarrell is a growing community, having grown 72% since the last Census. A major development, Sonterra is under construction. The development ranked ninth as one of the top-selling subdivisions in the county. Sonterra has about 2,500 homes built with another 4,500 homes planned. Two residential projects are in the works in the City of Taylor. The two subdivisions will have more than 600 homes when complete.

Access to health care expands in response to the continued growth. Austin Regional Clinic will build a 6,400 square foot facility in Liberty Hill. The facility will include family medicine and pediatrics, as well as a lab. St. David's Georgetown hospital completed a \$2.5 million project to expand inpatient rehabilitation services. The expansion will allow the rehab unit to serve about 72 additional patients each year. The second phase of the St. David's HealthCare expansion in Leander is almost complete. The 60,000 square foot medical building is expected to open this spring.

New sports and entertainment venues will be built. Kalahari Resort in Round Rock is on track to open in November 2020. The 30 acre water park resort is expected to employ up to 700. It will have over 975 guest rooms and a 200,000-person convention center. In Cedar Park, three sports facilities are scheduled to be built. ISports Training and Performance Center and Max Out Sports will be completed in 2020. U.S. Tennis Association Texas is scheduled to open in 2021. These three facilities will add 337,000 square feet of building space and will offer a variety of multisport venues such as NHL-size hockey rinks, volleyball courts, turf fields and tennis courts. Perfect Game announced plans to relocate its national headquarters to Hutto. The complex will offer 24 turf baseball fields. It will be a mixed-use development offering areas of entertainment, retail, and restaurants and is the largest development deal in Hutto history. The County broke ground on its largest park, River Ranch. The 1,354-acre park is located between Leander and Liberty Hill. The park will include 10-12 miles of trails, camping, playgrounds, horse paths, RV parking and pavilions.

Williamson County is part of the Austin-Round Rock metropolitan area. The metropolitan area continues to be a top performer in numerous national rankings. Since 2010 the County has been listed as one of the healthiest counties in Texas. In 2019 the County ranked 3<sup>rd</sup>. In 2019, US News and World Report ranked Round Rock #1 in their "Best Places to Live". Georgetown is listed as the third safest city in Texas by Safehome.org. WalletHub ranked Cedar Park as 10<sup>th</sup> in their "Best Small Cities in America".

**Long-Term Financial Planning.** In November 2013, Williamson County voters approved \$275 million in road construction and improvement bonds and \$40 million in park bonds. The \$275 million General Obligation Road Bond projects spent \$36.0 million in FY 2019 on engineering and construction for various roadways such as North Mays Extension (Paloma Drive to Oakmont Drive) (\$6.1M), SH 29 Bypass/Inner Loop (IH-35 to FM 2243) (\$5.8M), CR 110 Middle Phase 2 (Limmer Loop to CR 107) (\$3.4M), CR 119/Ed Schmidt Boulevard Extension Phase 1 (Limmer Loop to Chandler Road) (\$3.1M), CR 200 Phase I (South Bear Creek to CR 202) (\$2.6M), Seward Junction SW (SH 29 at CR 213 to US 183 at CR 259) (\$2.5M), RM 620/Rail Road Bridge (\$2.0M), CR 176 at RM 2243 (\$1.9M), and Seward Junction SE (US 183 at CR 259 to SH 29 at CR 266) (\$1.9M). Williamson County has partnered with other entities to complete some of the road bond projects. City of Georgetown partnered with Williamson County on engineering, design and construction on Southwest Bypass and Inner Loop improvements. Williamson County has also partnered with the City of Hutto on CR 119, and the City of Round Rock on North Mays Extension.

In FY 2019, the \$40 million General Obligation Park Bonds spent \$8.0 million. The major projects for the park bond during the fiscal year are River Ranch Phase 1 (\$4.5M), Park Land Acquisition (\$2.0M), Brushy Creek Trail Phase V (\$797K), and Williamson County Expo Center RV Site (\$491K).

In May 2015, Williamson County issued \$59,645,000 in Certificates of Obligation (2015 CO) to build County facilities and buildings. In FY 2019, the 2015 CO bond spent a total of \$6.8 million. The bond funds were spent towards construction of the Georgetown Annex Building (\$4.5M), Williamson County Regional Animal Shelter (\$1.3M), North Campus Buildings (\$687K), and the Inner Loop Annex Modifications (\$252K).

## **Relevant Financial Policies**

Financial Policy. The Williamson County Commissioners Court ensures financial stability within the County government by adopting proactive, responsible policies that allow the County to respond to growth and infrastructure needs while maintaining a high standard of County-provided services. The Financial Policy guides Commissioners Court members as they evaluate funding decisions for future county services. The Court will continue to identify early opportunities to reprioritize projects and investments and adjust strategies where necessary.

Debt Management Policy. This policy has been adopted to provide a conceptual framework for the issuance and management of debt. This policy recognizes the capital improvement needs of a growing county and the need to balance the taxpayer's ability to pay. The County will consider various factors before the issuance of debt and take a prudent approach.

Fund Balance Policy. The County has adopted a policy to maintain an appropriate level of fund balance. The level of the Unassigned Fund Balance for the General fund shall not be less than 35% of total General Fund budgeted expenditures.

County Investment Policy. The objectives of the County's investment policy are to match the suitability of investments to financial requirements; achieve safety of principal; maintain liquidity; diversify the portfolio by investment type, issuer and maturity sector; and to seek the highest possible yield within policy and cash flow constraints. The policy adheres to the statutory requirements of Local Government Code 116.112(a) and /or Title X, Chapter 2256, Section 2556.005 (f) and (g) of the Texas Government Code.

The conservative fiscal stewardship and county policies contributed to the affirmation of the County's bond rating of AAA by Standard & Poor's and Fitch Ratings throughout 2019. This rating enables the County to have lower interest rates when issuing bonds resulting in substantial savings to the taxpayers.

**Special Recognition and Appreciation.** Traditionally the Auditor's Office recognizes an individual who has significantly contributed to our efforts to maximize efficiencies within Williamson County. This year we would like to recognize Vicky Edwards for her hard work and dedication to the County. As Senior Administrative Assistant of the Infrastructure Department, Vicky has worked collaboratively with the Auditor's Office to improve the road and bridge contract process. She has a positive attitude, willingness to learn, and great attention to detail. She consistently reaches out to the Auditor's Office to understand the contracts and assures accuracy on tracking the balances of individual contracts as well as subsequent work authorizations. She consistently goes above and beyond which enables the County Auditor to maximize timelines on the contract review process. Her support to the County Auditor's Office is invaluable to Williamson County.

### **Awards and Acknowledgements**

**CAFR:** The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Williamson County for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2018. This was the 27th consecutive year that the County has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized CAFR. This report must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our CAFR for FY 2019 continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate. A copy of this report can be found on the County website at [www.wilco.org](http://www.wilco.org).

**PAFR:** The Government Finance Officers Association of the United States and Canada (GFOA) has given an Award for Outstanding Achievement in Popular Annual Financial Reporting to Williamson County for its Popular Annual Financial Report (PAFR) for the fiscal year ended September 30, 2018. This was the 14th consecutive year that the County has achieved this award. The Award for Outstanding Achievement in Popular Annual Financial Reporting is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government popular reports. In order to receive the Award for Outstanding Achievement in Popular Annual Financial Reporting, a government unit must publish a PAFR, whose contents conform to program standards of creativity, presentation, understandability and reader appeal. An Award for Outstanding Achievement in Popular Annual Financial Reporting is valid for a period of one year only. We believe that our PAFR for FY 2019, which will be submitted to the GFOA, continues to conform to the Popular Annual Financial Reporting requirements. A copy of this report can also be found on the County website at [www.wilco.org](http://www.wilco.org).

This financial report is possible because of the efficient and dedicated service of the audit team of Weaver and Tidwell, L.L.P. In addition, allow me to express my appreciation to the Commissioners Court and the Audit Committee for their interest and continued support and for the responsive and progressive way they support the financial position and operations of the County. Also, I am grateful to all elected officials and employees concerning all matters related to the operation of this office during the past year and for their efforts toward improving County business. Finally, a special thank you to Julie Kiley, Melanie Denny, and Pam Navarrette for their unwavering devotion to duty during the External Audit and the subsequent preparation of the CAFR and PAFR.

Respectfully submitted,

A handwritten signature in black ink that reads "Jerri L. Jones". The signature is written in a cursive, flowing style.

Jerri L. Jones  
County Auditor

## Williamson County, Texas

### Officials\*

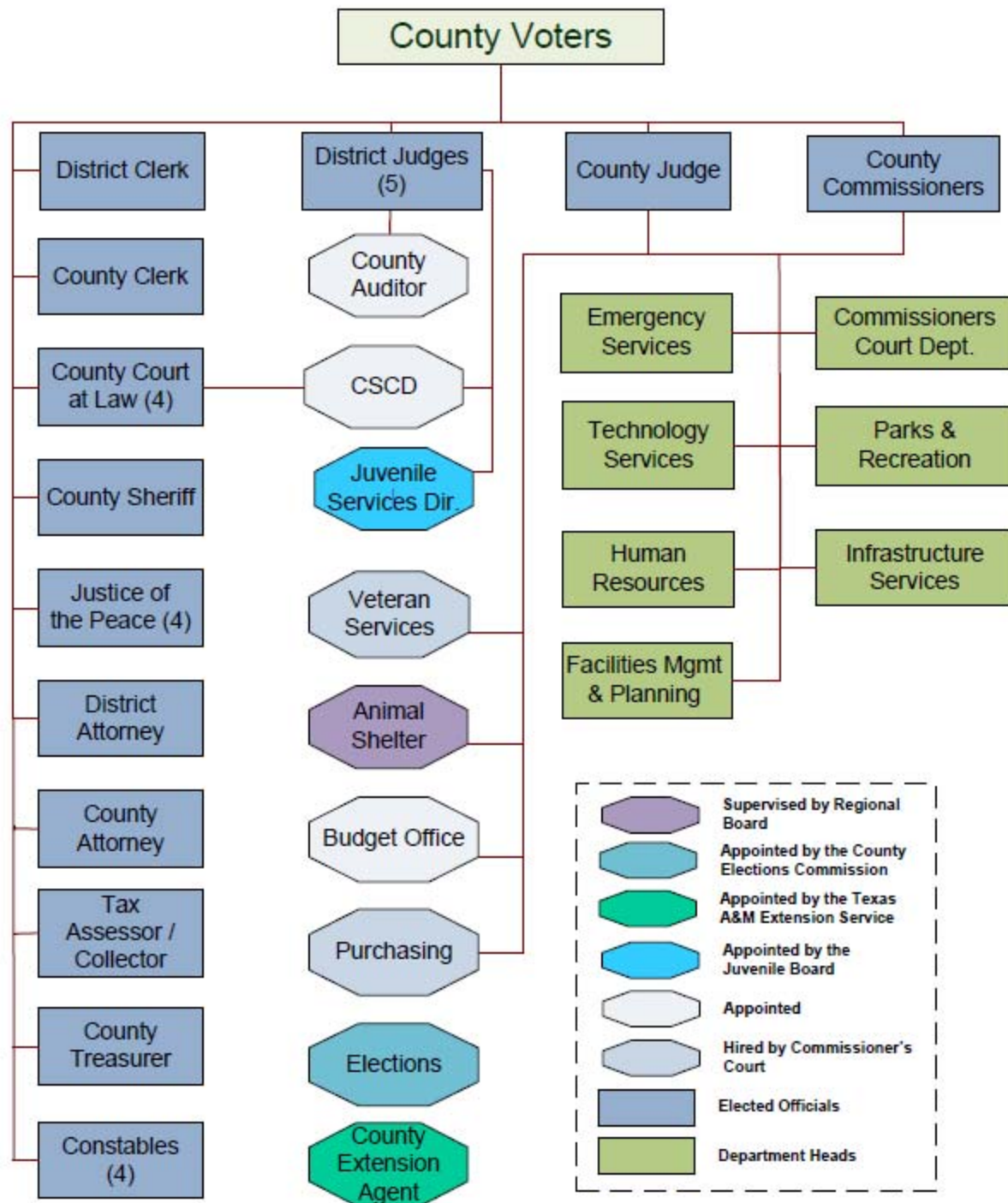
Judge, 26th Judicial District Court  
Judge, 277th Judicial District Court  
Judge, 368th Judicial District Court  
Judge, 395th Judicial District Court  
Judge, 425th Judicial District Court  
County Auditor  
County Judge  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4  
Constable, Precinct 1  
Constable, Precinct 2  
Constable, Precinct 3  
Constable, Precinct 4  
County Clerk  
Judge, County Court at Law #1  
Judge, County Court at Law #2  
Judge, County Court at Law #3  
Judge, County Court at Law #4  
District Attorney  
District Clerk  
Justice of the Peace, Precinct 1  
Justice of the Peace, Precinct 2  
Justice of the Peace, Precinct 3  
Justice of the Peace, Precinct 4  
County Attorney  
Sheriff  
Tax Assessor/Collector  
County Treasurer  
Budget Officer  
Senior Director of Emergency Services  
Elections Administrator  
Senior Director of Human Resources  
Senior Director of Technology Services  
Senior Director of Infrastructure  
Senior Director of Facilities  
Senior Director of Parks and Recreation  
Purchasing Agent  
Director of Veterans Services  
CSCD Director  
County Extension Service Agent  
Juvenile Services Director  
Animal Services Director

Donna King  
Stacey Mathews  
Rick J. Kennon  
Ryan D. Larson  
Betsy Lambeth  
Jerri L. Jones  
Bill Gravell, Jr.  
Terry Cook  
Cynthia Long  
Valerie Covey  
Russ Boles  
Vinnie Cherrone  
Rick Coffman  
Kevin Stofle  
Marty Ruble  
Nancy Rister  
Brandy Hallford  
Laura Barker  
Doug Arnold  
John B. McMaster  
Shawn Dick  
Lisa David  
KT Musselman  
Edna Staudt  
Evelyn McLean  
Stacy Hackenberg  
Doyle "Dee" Hobbs  
Robert Chody  
Larry Gaddes  
D. Scott Heselmeyer  
Ashlie Koenig  
Chris Connealy  
Christopher J. Davis  
Rebecca Clemons  
Jay Schade  
Robert Daigh  
Dale Butler  
Randy Bell  
Russell Fishbeck  
Sherry Golden  
Steve Morrison  
Katherine Whitney  
Scott Matthew  
Cheryl Schneider

\* As of September 30, 2019



# Organizational Chart



Effective: 03/08/2019



Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**Williamson County  
Texas**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**September 30, 2018**

*Christopher P. Morill*

Executive Director/CEO

## **Financial Section**

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## Independent Auditor's Report

To the Honorable County Judge,  
and County Commissioners  
Williamson County, Texas

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County, Texas (the County), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

The Honorable County Judge,  
and County Commissioners  
Williamson County, Texas

### ***Opinions***

In our opinion, the financial statements referred to previously present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the County as of September 30, 2019 and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund and Special Road and Bridge Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Required Supplementary Information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### **Other Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The Introductory Section, Combining and Individual Fund Statements and Schedules, and Statistical Information are presented for purposes of additional analysis and are not a required part of the basic financial statements. The Schedule of Expenditures of Federal and State Awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* and *Texas Uniform Grant Management Standards*, and is also not a required part of the basic financial statements.

The Combining and Individual Fund Statements and Schedules and the Schedule of Expenditures of Federal and State Awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Fund Statements and Schedules and the Schedule of Expenditures of Federal and State Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.



The Honorable County Judge,  
and County Commissioners  
Williamson County, Texas

The Introductory Section and Statistical Information have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 19, 2020, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

*Weaver and Tidwell, L.L.P.*

WEAVER AND TIDWELL, L.L.P.

Austin, Texas  
March 19, 2020

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## **Management's Discussion and Analysis**

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## Management's Discussion and Analysis

As management of Williamson County, we offer readers of the Williamson County financial statements this narrative overview and analysis of the financial activities of Williamson County for the fiscal year ended September 30, 2019. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages ix through xv of this report.

### Financial Highlights

- The assets and deferred outflows of Williamson County exceeded its liabilities and deferred inflows at the close of the fiscal year by \$447.8 million. Of this amount \$60.5 million is restricted for specific purposes such as: road and bridge, debt service, public safety and records management.
- As of the close of the current fiscal year, Williamson County's governmental funds reported combined ending fund balances of \$436 million.
- The unassigned fund balance for the General Fund was \$91.2 million, or 50% of total General Fund expenditures, down from 56% last year. The major factors for the variances in revenues and expenditures are explained later in the analysis.
- The County redeemed and defeased debt this year. In August 2019, the County redeemed the Series 2014 Limited Tax Bonds. The outstanding principal amount redeemed was \$19.5 million. Also, the County redeemed and defeased \$5.5 million of the 2013 Limited Tax Refunding bonds.

### Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to Williamson County's basic financial statements. The County's basic financial statements comprise three components: 1) government-wide financial statements; 2) fund financial statements and; 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of Williamson County's finances in a manner similar to a private-sector business.

The statement of net position presents information on all of the County's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of Williamson County is improving or deteriorating.

The statement of activities presents information showing how the County's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes, debt payments, and earned but unused vacation leave).

In the Statement of Net position and the Statement of Activities, the County presents information of the primary government (governmental activities):

Governmental Activities – Most of the County's basic services are reported here such as public safety, parks, and community services. Property taxes finance most of these activities.

The government-wide financial statements can be found on pages 23 and 24 of this report.

*Fund Financial Statements.* A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

*Governmental Funds.* Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of available resources, as well as on balances of unencumbered resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Williamson County maintains 52 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statements of revenues, expenditures, and changes in fund balances for the General Fund, Special Road and Bridge Fund, Debt Service Fund, Capital Project Fund, and Pass-through Funding Program, all of which are considered to be major funds. Data from the other 47 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Williamson County adopts an annual appropriated budget for its General Fund, certain Special Revenue Funds, and the Debt Service Fund. Budgetary comparison statements have been provided for the General Fund and Special Road and Bridge Fund to demonstrate compliance with these budgets.

The basic governmental fund financial statements can be found on pages 25 through 30 of this report.

*Proprietary Funds.* The only type of proprietary fund that Williamson County maintains is Internal Service Funds which are an accounting device used to accumulate and allocate costs internally among the County's various functions. Williamson County uses two Internal Service Funds to account for the Fleet Maintenance Fund and the Benefits Fund. Because both of these services predominantly benefit the government they have been included within governmental activities in the government-wide financial statements.

The proprietary fund financial statements provide separate information for the Fleet Maintenance Fund and the Benefits Fund. Both Internal Service Funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the Internal Service Funds is provided in the form of combining statements elsewhere in the report.

The basic proprietary fund financial statements can be found on pages 31 through 33 of this report.

*Fiduciary Funds.* Fiduciary funds are used to account for resources held for the benefit of parties outside the County. Fiduciary funds are *not* reflected in the government-wide financial statement because the resources of those funds are *not* available to support Williamson County's own programs. The accounting used for fiduciary funds is similar to that used for proprietary funds.



The basic fiduciary fund financial statements can be found on pages 34 of this report.

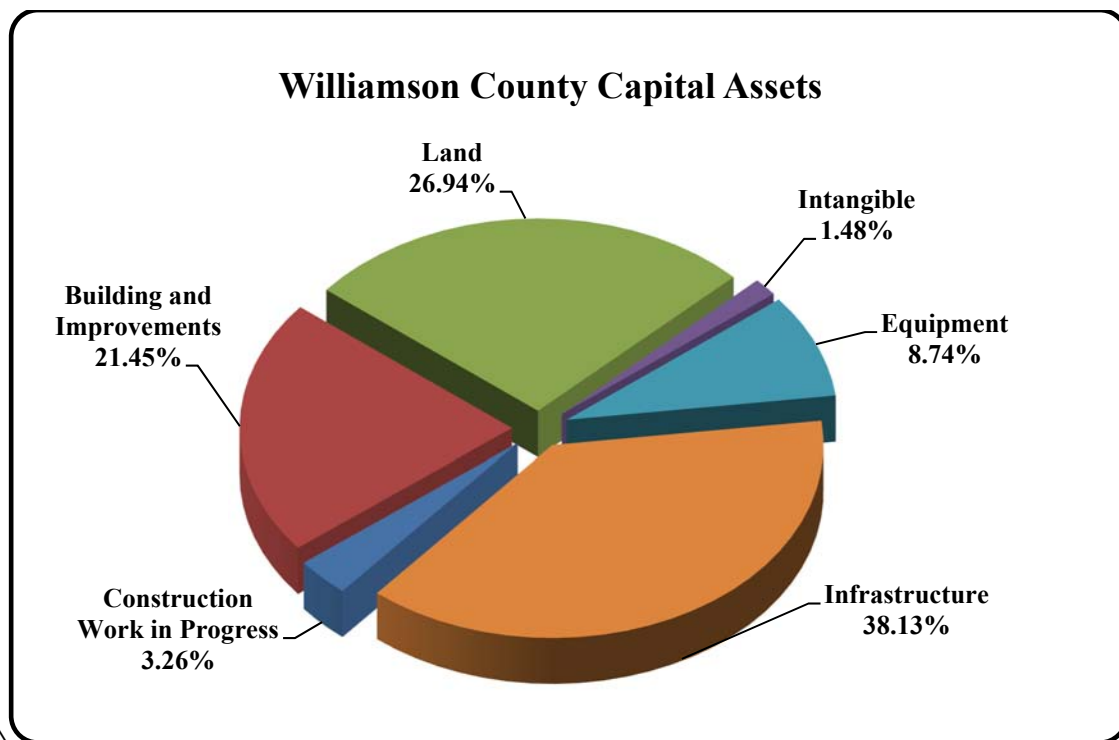
Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 35 through 64 of this report.

The combining statements referred to earlier in connection with non-major governmental funds and Internal Service Funds are presented immediately following the notes to the financial statements. Combining and individual fund statements and schedules can be found on pages 73 through 132 of this report.

#### Summary of Statement of Net Position

	Primary Government	
	Governmental	
	Activities	
	2019	2018
Current Assets and Other Assets	\$ 530,009,076	\$ 564,857,988
Capital Assets	940,622,105	848,701,165
<b>Total Assets</b>	<b>1,470,631,181</b>	<b>1,413,559,153</b>
Deferred Outflows of Resources	73,678,993	65,429,502
<b>Total Deferred Outflows of Resources</b>	<b>73,678,993</b>	<b>65,429,502</b>
Current Liabilities	41,107,742	35,232,051
Noncurrent Liabilities	1,048,429,626	1,072,408,807
<b>Total Liabilities</b>	<b>1,089,537,368</b>	<b>1,107,640,858</b>
Deferred Inflows of Resources	7,004,043	21,648,778
<b>Total Deferred Outflows of Resources</b>	<b>7,004,043</b>	<b>21,648,778</b>
Net Position:		
Net Investment in Capital Assets	637,304,132	576,802,803
Restricted	60,512,370	76,157,795
Unrestricted	(250,047,739)	(303,261,579)
<b>Total Net Position</b>	<b>\$ 447,768,763</b>	<b>\$ 349,699,019</b>

Total net position increased by \$98.1 million compared to 2018. There are significant changes in the statement of net position at September 30, 2019 from September 30, 2018. Capital assets increased by \$91.9 million as a result of ongoing county road improvements, county buildings and equipment, such as the Georgetown Annex, County Road 110 improvements, county voting machines, the Regional Animal Shelter Expansion, and the acceptance of several new subdivisions. Noncurrent Liabilities decreased by \$23.9 million. This is primarily due to the paying down of bonded debt in the amount of \$25 million. In addition, the County's net pension liability increased to \$86 million. This is primarily a result of plan changes effective in 2019 for a 1% cost of living adjustment (COLA).



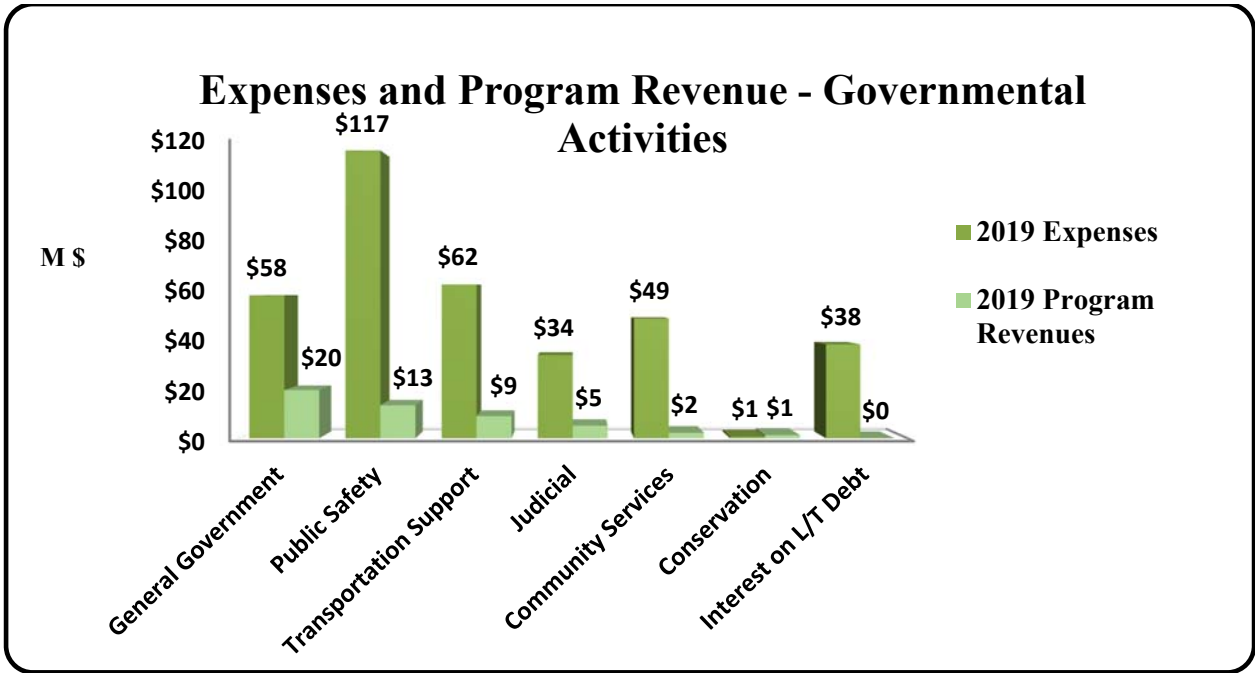
A portion of the County's net assets (\$940.6 million) reflects investment in capital assets (e.g., land, buildings, infrastructure, machinery, and equipment). Williamson County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. It should be noted that the resources needed to repay the debt associated with these capital assets must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

However, the investment in capital assets does not necessarily correlate directly with changes in capital assets as a whole. Many road projects, once completed, are contributed to the local entity involved thus removing the asset from the County's books. In 1999, County Commissioners recognized the need to address transportation needs in the County. Discussions with local and state governments and community leaders led to the development of a Multi-Corridor Plan. Since 2000, in order to facilitate economic growth and to increase the quality of life, the County started responsibly issuing road bonds to address road improvements countywide. As road projects are completed, ownership of many of the new roads is transferred to the appropriate local entity. This plan has benefited the County over the years making travel faster and safer throughout the county.

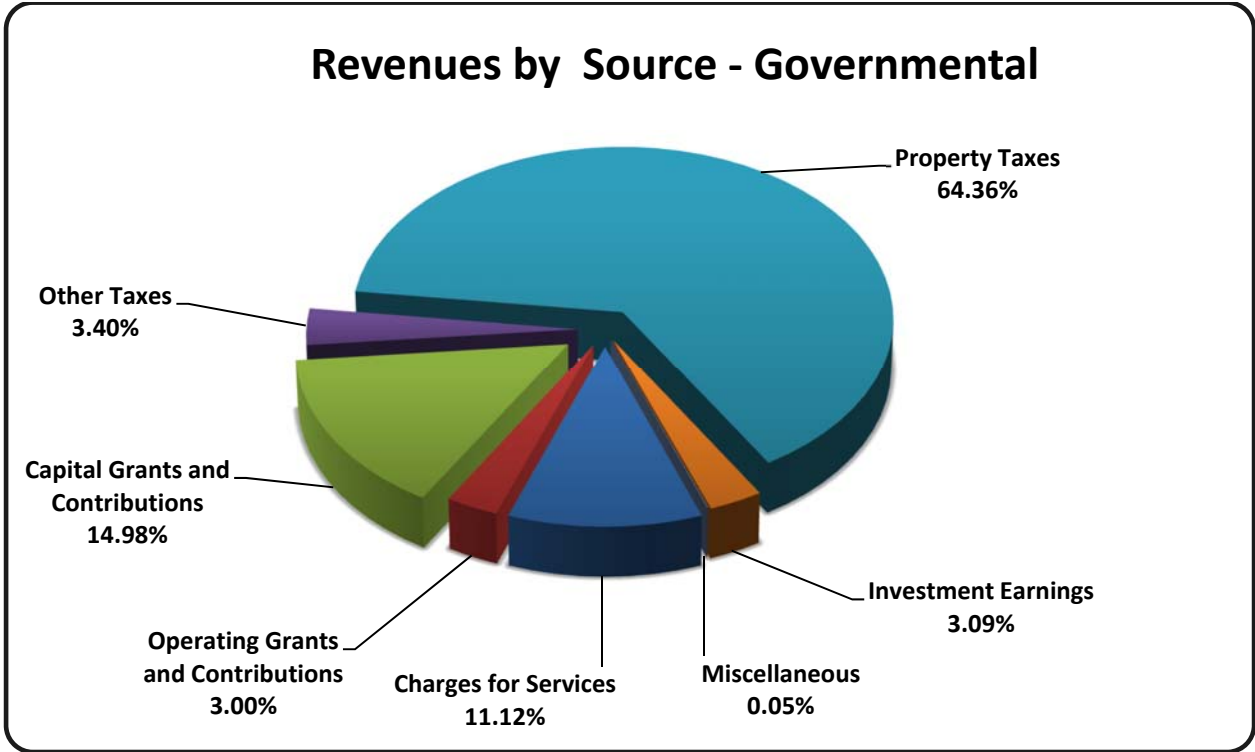
### Williamson County's Changes in Net Position

	Primary Government	
	Governmental	
	Activities	
	2019	2018
<b>Revenues</b>		
Program revenues:		
Charges for services	\$ 50,782,646	\$ 48,552,835
Operating grants and contributions	13,699,587	17,125,735
Capital grants and contributions	68,415,425	48,139,969
General revenues:		
Property taxes	293,986,916	272,300,406
Other taxes	15,533,141	31,775,438
Investment earnings	14,119,674	8,477,449
Miscellaneous	242,098	165,001
Total Revenues	456,779,487	426,536,833
<b>Expenses</b>		
General government	58,051,710	54,797,454
Public safety	116,707,999	99,809,010
Transportation support	62,487,644	72,329,109
Judicial	33,832,980	27,337,346
Community services	48,664,236	32,584,267
Interest on long-term debt	38,255,649	40,588,916
Conservation	709,525	369,119
Total Expenses	358,709,743	327,815,221
<b>Change in Net Position</b>	98,069,744	98,721,612
<b>Net Position, Beginning</b>	349,699,019	250,977,407
<b>Net Position, Ending</b>	\$ 447,768,763	\$ 349,699,019

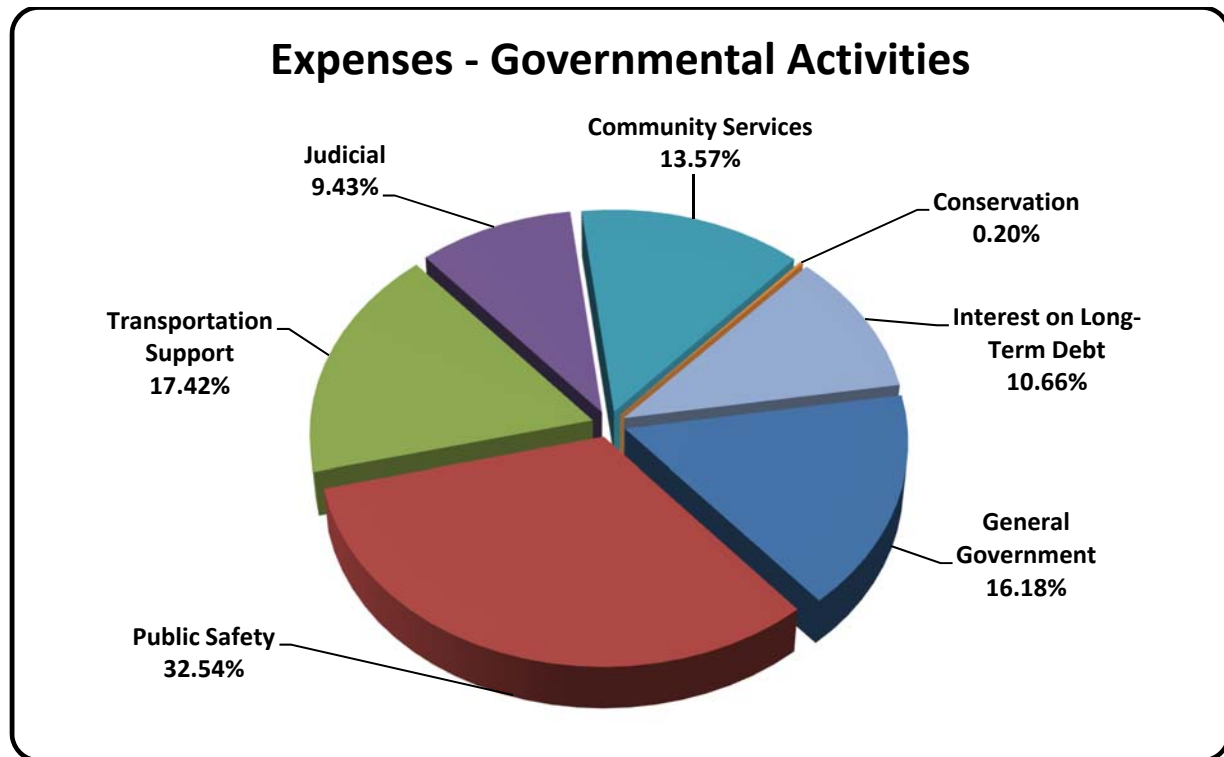
Changes in net position from year to year are a result of the net impact of the change in revenues and expenses from one year to the next. Total revenues for 2019 increased, primarily as a result of taxes. Property tax revenues increased by \$21.7 million. For 2019, tax rates slightly decreased; however, property values increased by 13%. Capital grants and contributions increased by \$20.3 million. This increase is primarily driven by the acceptance of new subdivision roads such as sections of Sonterra West, Santa Rita Ranch and Rancho Sienna for county road maintenance. Investment earnings was \$5.6 million higher due to favorable interest rates. Expenses increased in 2019 compared to 2018, as a result of an increase in public safety and judicial expenses related to the continued growth of the County. Additionally, community services expenses increased due to payments to the state from the Local Provider Participation Fund. This fund is made up of mandatory payments from hospitals to use as the non-federal portion of the Medicaid match for several federal programs. The pension expense increased from prior year which is recorded across all functions. This increase is primarily due to plan changes effective in 2019 for a 1% cost of living adjustment (COLA).



The chart above compares expenses and direct revenues associated with like county services. The pie chart below includes other revenues, i.e. tax collections that are not tied to individual services provided by the County.



The pie chart below breaks out all expenses by type of service provided by the County.



### Financial Analysis of the Governmental Funds

As noted earlier, Williamson County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental Funds.** The focus of this section is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing Williamson County's financing requirements. In particular, the unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the current fiscal year end, Williamson County's governmental funds reported combined ending fund balances of \$436 million, a decrease of \$59.8 million compared to the prior year. This decrease is primarily driven by a \$53.5 million decrease in the Capital Project fund balance. The construction and/or improvements of county roads, parks and buildings is the primary cause of the decrease. In addition, the Local Provider Participation Fund balance decreased by \$4.3 million. This decrease was due to the reduction of the mandatory payment rate for the hospitals in the current fiscal year. In addition, payments for Medicaid matching programs were higher than the previous year. \$61.5 million of the fund balance is nonspendable. The majority of the nonspendable amount is due to a receivable due from the Texas Department of Transportation for the Pass-Through Financing Program. \$283.3 million of the fund balance is restricted and committed. This means that these funds are earmarked for specific purposes that have been either imposed by state legislation or by formal action taken by Commissioners Court. The remaining balance is unassigned and can be used for any purpose.

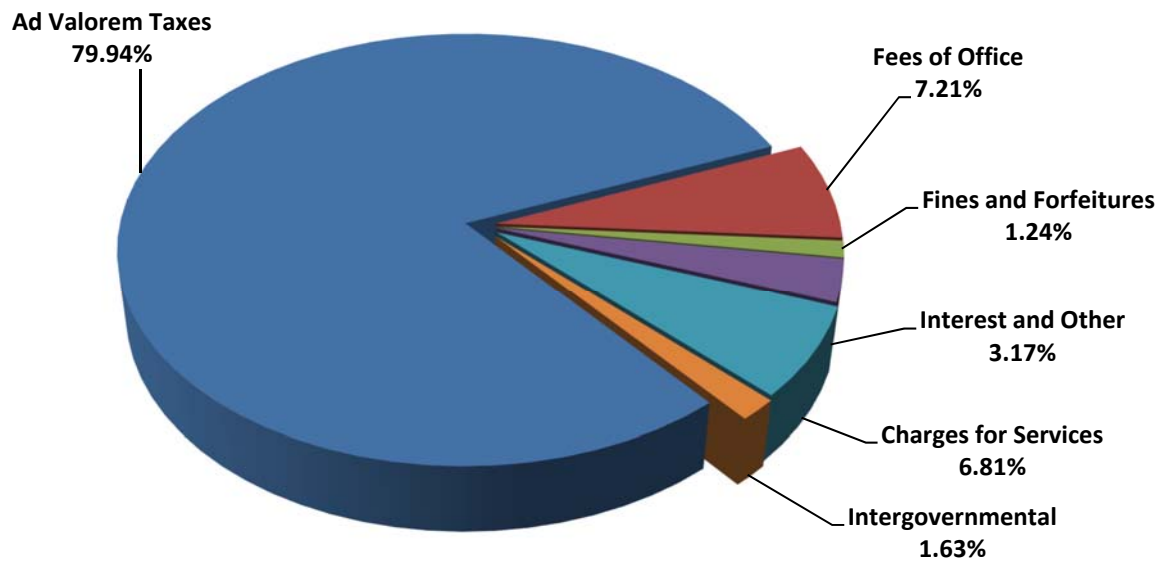
General Fund. The General Fund is the chief operating fund of the County. At the end of the current fiscal year, total fund balance of the General Fund was \$120.2 million with a \$722 thousand nonspendable fund balance for investment in capital leases and prepaid expenses. In 2013, the County established a plan to reduce excess reserves to fund various county capital projects. In 2017, the County began funding another program, the "Corridor Plan", with a portion of the general fund tax rate committed to this program. The corridor plan will focus on identifying and preserving future transportation corridors within the county. The Corridor Plan is also being funded from Road and Bridge excess reserves. \$28.2 million of the General Fund balance is committed to both plans. \$16.7 million is committed for unspent capital projects and \$11.5 million is committed for the transportation plan. As a measure of the General Fund's liquidity, it is useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance for 2019 represents 49.9% of total General Fund expenditures. This significant fund balance to total expenditure ratio indicates a healthy financial position. The County has adopted a policy to maintain an appropriate level of unassigned General Fund balance to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. A Fund Balance Policy adopted by the Commissioners Court in 2009 states that the level shall not be less than 35% of total General Fund budgeted expenditures.

The fund balance of Williamson County's General Fund has increased by 5.71% during the current fiscal year. General Fund revenues increased by \$15.7 million. Tax revenue increased by \$10.6 million. The continued growth in the county with new homes and new businesses along with the increase in property values are the factors in the increase of tax revenue. Interest revenue increased by \$2.9 million caused by favorable interest rates and investment strategies. Fees of Office increased by \$1 million. General Fund expenditures increased by \$16.6 million. Capital Outlay increased by \$3 million. One of the major increases is the purchase of new county election equipment. The County spent an additional \$1.7 million in the Uncompensated Care Program. This program provides funding to hospitals in the county to offset the cost of indigent health care. The growth of the County has created an increase in the demand for services. Judicial costs increased by \$2.8. million. This is due to an increase in court appointed attorney costs. Information Technology costs increased in 2019. Security, internet, network and software maintenance are the major costs. Enhancements to audio/visual equipment for the county and district courts were funded. Employer medical and employer retirement costs increased among all county departments. Part of the increase is attributed to personnel: thirty nine new positions were approved in the general fund, with seven positions in general government, twenty two positions in public safety, six positions in judicial, and four positions in community service.

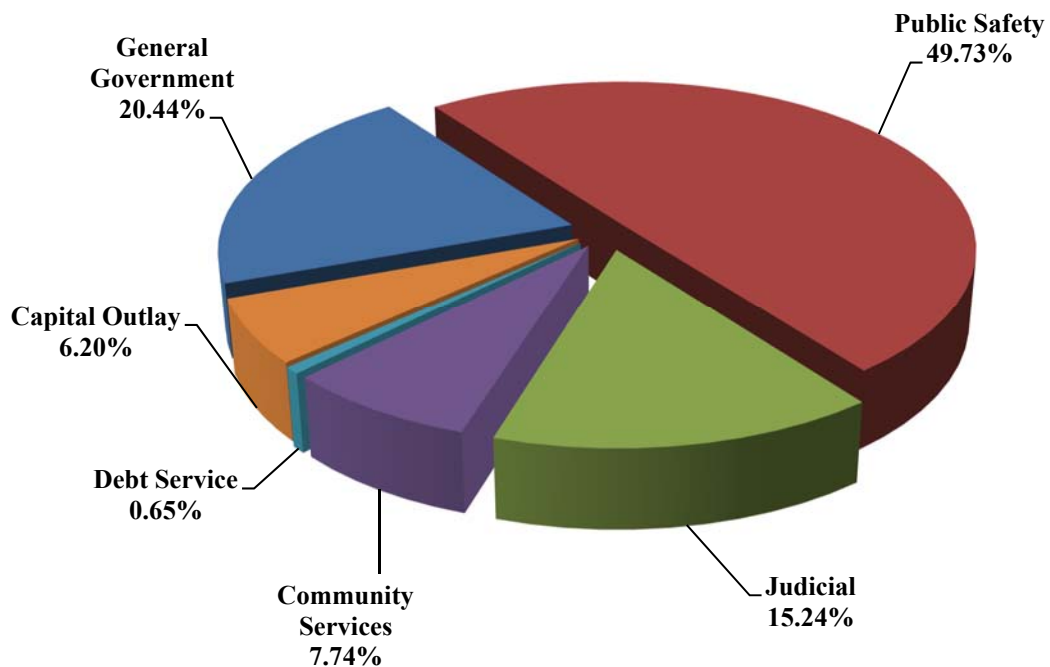


General Fund revenues and expenditures are graphically depicted below.

### General Fund Revenues



### General Fund Expenditures



General Fund Budgetary Highlights. The county budget is prepared in accordance with financial policies approved by the Commissioners Court, and in accordance with generally accepted accounting principles accepted in the United States. The Budget Officer is responsible for preparing the budget. By statute, the County Auditor is solely responsible for projecting revenues for the County. The budget is approved by the Commissioners Court. This budget is set at a line item level as a management tool during the fiscal year. Budgetary transfers more than \$500 must be approved by the Commissioners Court.

Actual revenues were \$4.8 million higher than budgeted revenues. Interest Revenues were \$2.5 million higher than expected. Interest rates were much higher than anticipated. Fees of Office were \$1.1 million higher and Charges for Services were \$778 thousand higher than expected. Due to the nature of these revenue sources, a conservative approach is used to project revenue for Fees of Office and Charges for Services. Actual expenditures were \$9.2 million less than budgeted. The major savings were in General Government and Public Safety. There were personnel savings in all functions of the general fund.

Additional information on Williamson County's General Fund Budget to Actuals can be found on page 29 and pages 73 through 75 of this report.

Long-Term Debt. At the end of the current fiscal year, the County had total bonded debt outstanding of \$899.6 million. Williamson County's debt has decreased by \$83.8 million during the current fiscal year. The key factors in this decrease were the scheduled annual payments for previously issued debt in the amount of \$53.6 million and additional debt reductions. In August 2019, the County redeemed the Series 2014 Limited Tax Bonds. The outstanding principal amount redeemed was \$19.5 million. Also, in August 2019 the County redeemed and defeased \$5.5 million of the 2013 Limited Tax Refunding bonds. The additional debt reduction cost savings for the debt reductions is \$10 million dollars over the next 15 years.

Additional information on Williamson County's long-term debt can be found in NOTE 9 on pages 51 through 54 of this report.

Debt Service Fund. The total fund balance at year end was \$6.9 million, all of which was restricted for the payment of debt service. This balance reflects a current year net increase of \$92 thousand. Interest earnings were higher than projected. Property taxes were slightly lower than projected. The net effect the County received was \$50 thousand more than projected. Paying off existing debt reduced interest payments this fiscal year. These variances are the key changes to the increase in the debt service fund.

The County's continued investment in infrastructure has resulted in substantial growth of the tax base. In 2006, County management pledged to the citizens a stabilization of the portion of the tax rate supporting debt service. The current fund balance is sufficient to maintain this goal while continuing to address the needs of the County.

Additional information on Williamson County's long-term debt can be found in NOTE 9 on pages 51 through 54 of this report.

Capital Projects Fund. The Capital Projects Fund had a total fund balance of \$134.6 million which is a decrease from FY 2018 of \$53.5 million. The decrease in fund balance is related to no bonds issued in 2019 and a reduction of contributions from other entities for various capital projects. Williamson County partnered with several entities to complete various projects. The contributions by these entities decreased by \$5.1 million as compared to last year. Contributions decreased from the previous year due primarily to the completion of the SH 195 project. In 2019 no contributions from the participating entities to the Williamson County Regional Animal Shelter were due to the county. The remaining contributions for the Regional Animal Shelter are expected in fiscal year 2020. Capital project expenditures decreased \$15.8 million. The decrease is largely due to the completion of the Georgetown Annex and the North Campus Facility in fiscal year 2018. Total expenditures from the Capital Projects Fund were \$85 million with capital outlay expenditures accounting for \$52.2 million. The major expenditures during the year include \$6.1 million for North Mays Extension (Paloma Drive to Oakmont Drive), \$5.8 million for SH 29 Bypass/Inner Loop (IH-35 to FM 2243), \$4.5 million for River Ranch Phase 1, \$4.5 million for Georgetown Annex Building,

\$3.4 million for CR 110 Middle Phase 2 (Limmer Loop to CR 107), \$3.1 million for CR 119/Ed Schmidt Boulevard Extension Phase 1 (Limmer Loop to Chandler Road), \$2.6 million for CR 200 Phase I (South Bear Creek to CR 202), and \$2.5 million for Seward Junction SW (SH 29 at CR 213 to US 183 at CR 259).

Capital Assets. Williamson County's investment in capital assets as of September 30, 2019 amounts to \$940.6 million (net of accumulated depreciation). This investment includes land, buildings, system improvements, machinery and equipment, park facilities, roads, highways, and bridges.

Major capital asset additions during the current fiscal year include the following:

- Georgetown Annex
- Caughfield Phase 1
- CR 119 (Limmer Loop to Chandler Road)
- Animal Shelter Expansion
- Forest North Drainage Improvement
- Siena Section 3
- Express Voting Machines
- Sonterra West Section 12 Phase 1 & 2
- River Ranch Park (additional land purchased)
- Santa Rita Ranch South Section 7A
- Santa Rita Ranch Phase 1 Section 11
- Jail Plumbing and Kitchen Remodel
- Rancho Sienna Section 13A & 13B
- Business Park at Brushy Creek Section 2
- Siena Section 18

Additional information on Williamson County's capital assets can be found in NOTE 6 on pages 49 through 50 of this report.

Special Road and Bridge Fund. The Special Road and Bridge Fund has a total fund balance of \$22.5 million, with a net increase of \$923 thousand. County Commissioners adopted a tax rate of \$.04/100 for Road & Bridge activities. Preserving the same property tax rate allows the County to implement an increase in county road maintenance and improvement projects. This additional funding is part of a long-range plan for maintaining and improving county roads.

Proprietary Funds. Proprietary funds are made up of two Internal Service Funds which include the Fleet Service Fund and the Benefits Fund.

## **Economic Factors and Next Year's Budgets and Rates**

Economic Conditions. Williamson County's population growth has been driven in part by its location in Central Texas. The population boom has contributed to housing demands and job growth. Low tax rates, affordable housing and business incentives are major factors that have contributed to the County's growth. The regional economy continues to expand. The economy continues to diversify, with unemployment rates below state and national averages. New residents to the county, new houses and new businesses are projected to continue for many years. The growth has caused a demand for services in the areas of law enforcement, emergency services and the court systems. In fiscal year 2020, the County will focus on technology enhancements, such as upgrades to the jail camera system. To continue to improve the processes in the court systems, a new pretrial service department is funded in fiscal year 2020. Capital improvements such as remodeling the Emergency Operation Center and the buildout of an additional district courtroom are funded in 2020. In addition, the County plans to defease \$42 million of existing debt. This amount is in addition to the required 2020 debt payments.

The taxable assessed valuation (TAV) growth has been solid, spurred by affordable home prices and ample developable land which fuels property tax revenue growth. An increase of 13% TAV was recorded in fiscal 2018. In 2019 TAV grew 12%. Property tax collections remain consistent with historic levels. The average collection rate is 99.67%.

The economic base has grown significantly; commercial developments have resulted in the expansion of retail, higher education, and the healthcare sector. Several areas of the county are becoming key economic corridors. These areas are attracting new businesses to the county. The availability of jobs benefits Williamson County.

Unemployment. The September 2019 unemployment rate for Williamson County was 2.8%, which is a decrease from the rate of 3.0% a year ago. This compares favorably to the state's unemployment rate of 3.3% and the national rate of 3.3%.

All of these factors were considered in preparing Williamson County's budget for FY 2020.

### **Requests for Information**

This financial report is designed to provide a general overview of Williamson County's finances for those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the following:

Office of the County Auditor  
710 S. Main Street, Suite 301  
Georgetown, Texas 78626  
[jkiley@wilco.org](mailto:jkiley@wilco.org)

## **Basic Financial Statements**

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# Williamson County, Texas

## Statement of Net Position

September 30, 2019

	Primary Government Governmental Activities
<b>ASSETS</b>	
Cash and investments	\$ 405,173,139
Accounts receivable (net of allowance)	10,099,056
Due from other governments	62,932,231
Inventories	849,311
Prepaid items	326,173
Deferred contributions	49,937,061
Investment in lease	692,105
Capital assets	
Land	340,253,095
Intangible	18,844,246
Buildings and improvements	270,884,772
Infrastructure	481,541,708
Equipment	110,333,622
Construction in progress	41,111,990
Less: accumulated depreciation	(322,347,328)
Total capital assets	940,622,105
Total assets	1,470,631,181
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred charges on refunding	28,029,405
Deferred outflows related to pension	41,200,165
Deferred outflows related to OPEB	4,449,423
Total deferred outflows of resources	73,678,993
<b>LIABILITIES</b>	
Accounts payable	26,320,101
Accrued liabilities	5,546,527
Due to other governments	2,825,035
Unearned revenues	494,345
Accrued interest	5,921,734
Noncurrent liabilities	
Due within one year	59,526,738
Due in more than one year	988,902,888
Total liabilities	1,089,537,368
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred gain on refunding	83,252
Deferred inflows related to pension	1,563,933
Deferred inflows related to OPEB	5,356,858
Total deferred inflows of resources	7,004,043
<b>NET POSITION</b>	
Net investment in capital assets	637,304,132
Restricted for	
Debt service	3,641,844
Road and bridge	22,713,330
Tobacco fund	5,289,937
Records management	7,702,958
Public safety	4,004,427
State and federal programs	17,159,874
Unrestricted	(250,047,739)
<b>TOTAL NET POSITION</b>	<b>\$ 447,768,763</b>

The Notes to the Financial Statements are an integral part of these statements.

# Williamson County, Texas

## Statement of Activities

For the Fiscal Year Ended September 30, 2019

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary
					Governmental Governmental Activities
<b>PRIMARY GOVERNMENT</b>					
Governmental activities					
General government	\$ 58,051,710	\$ 19,619,138	\$ 2,886,066	\$ -	\$ (35,546,506)
Public safety	116,707,999	13,466,619	3,279,985	-	(99,961,395)
Transportation support	62,487,644	9,016,332	2,462,921	68,415,425	17,407,034
Judicial	33,832,980	5,160,524	939,328	-	(27,733,128)
Community services	48,664,236	2,251,911	3,198,729	-	(43,213,596)
Conservation	709,525	1,268,122	932,558	-	1,491,155
Interest on long-term debt	38,255,649	-	-	-	(38,255,649)
<b>TOTAL PRIMARY GOVERNMENT</b>	<b>\$ 358,709,743</b>	<b>\$ 50,782,646</b>	<b>\$ 13,699,587</b>	<b>\$ 68,415,425</b>	<b>(225,812,085)</b>
<b>GENERAL REVENUES</b>					
Taxes					
Property taxes, levied for general purposes					146,561,112
Property taxes, levied for farm to market					25,264,772
Property taxes, levied for debt service					122,161,032
Other taxes					15,533,141
Investment earnings					14,119,674
Miscellaneous					242,098
Total general revenues					323,881,829
Change in net position					98,069,744
Net position, beginning of year					349,699,019
<b>NET POSITION, end of year</b>					<b>\$ 447,768,763</b>

The Notes to the Financial Statements are an integral part of these statements.

# Williamson County, Texas

## Balance Sheet – Governmental Funds

September 30, 2019

	General	Special Road and Bridge	Debt Service	Capital Projects	Pass-through Funding Program	Other Governmental	Total Governmental Funds
<b>ASSETS</b>							
Cash and investments	\$ 128,139,226	\$ 24,656,891	\$ 6,898,456	\$ 149,838,765	\$ 55,712,663	\$ 36,479,845	\$ 401,725,846
Accounts receivable (net of allowance)	6,984,343	364,332	1,044,840	491,379	150,335	628,950	9,664,179
Due from other funds	439,314	-	-	-	-	-	439,314
Due from other governments	84,264	-	-	1,446,055	60,190,200	1,211,712	62,932,231
Inventories	-	622,680	-	-	-	-	622,680
Prepaid items	29,699	1,200	-	-	-	11,801	42,700
Investment in capital lease	692,105	-	-	-	-	-	692,105
<b>TOTAL ASSETS</b>	<b>\$ 136,368,951</b>	<b>\$ 25,645,103</b>	<b>\$ 7,943,296</b>	<b>\$ 151,776,199</b>	<b>\$ 116,053,198</b>	<b>\$ 38,332,308</b>	<b>\$ 476,119,055</b>
<b>LIABILITIES</b>							
Accounts payable	\$ 5,808,070	\$ 2,669,413	\$ -	\$ 16,403,035	\$ 684	\$ 1,038,777	\$ 25,919,979
Accrued liabilities	3,316,290	254,435	-	-	-	215,301	3,786,026
Due to other funds	-	-	-	-	-	439,314	439,314
Due to other governments	2,565,167	-	-	-	-	259,868	2,825,035
Unearned revenue	191,685	7,925	-	-	-	294,735	494,345
Total liabilities	11,881,212	2,931,773	-	16,403,035	684	2,247,995	33,464,699
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Deferred revenues	4,330,695	234,820	1,026,269	733,179	-	311,471	6,636,434
Total deferred inflows of resources	4,330,695	234,820	1,026,269	733,179	-	311,471	6,636,434
<b>FUND BALANCES</b>							
Nonspendable	721,804	623,880	-	-	60,190,200	11,801	61,547,685
Restricted	-	21,854,630	6,917,027	134,639,985	55,862,314	35,761,041	255,034,997
Committed	28,263,350	-	-	-	-	-	28,263,350
Unassigned	91,171,890	-	-	-	-	-	91,171,890
Total fund balances	120,157,044	22,478,510	6,917,027	134,639,985	116,052,514	35,772,842	436,017,922
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>	<b>\$ 136,368,951</b>	<b>\$ 25,645,103</b>	<b>\$ 7,943,296</b>	<b>\$ 151,776,199</b>	<b>\$ 116,053,198</b>	<b>\$ 38,332,308</b>	<b>\$ 476,119,055</b>

The Notes to the Financial Statements are an integral part of these statements.

## Williamson County, Texas

### Reconciliation of the Governmental Funds

### Balance Sheet to the Statement of Net Position

September 30, 2019

**Total fund balances - governmental funds** \$ 436,017,922

Amounts reported for governmental activities in the statement of net position are different because:

The County uses internal service funds to charge the costs of certain activities such as fleet and self-insurance to appropriate functions in other funds. The assets and liabilities of the internal service funds are included in the governmental activities in the statements of net position. 2,343,409

Capital assets, including accumulated depreciation, used in governmental activities are not financial resources and, therefore, are not reported in the funds. 940,510,347

Deferred contributions are not financial resources and, therefore, are not reported in the funds. 49,937,061

Losses on bond refundings are deferred and amortized in the government-wide financial statements. 28,029,405

Gains on bond refundings are deferred and amortized in the government-wide financial statements (83,252)

Employee benefit related liabilities, and related accounts, are not due and payable in the current period and are not included in the fund financial statements, but are reported in the governmental activities in the statement of net position. These items include:

Net Pension Liability	(86,965,714)
Other post-employment benefit obligation (OPEB)	(55,440,725)
Deferred Inflow of Resources - OPEB	(5,356,858)
Deferred Inflow of Resources - Pension	(1,563,933)
Deferred Outflow of Resources - OPEB	4,449,423
Deferred Outflow of Resources - Pension	41,200,165

Revenues earned but not available within 60 days of the year end are not recognized as revenue on the fund financial statements. 6,636,434

Interest payable on long term debt does not require current financial resources; therefore, interest payable is not reported as a liability in governmental funds balance sheet. (5,921,734)

Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. These items include:

Bonds Payable	(822,604,942)
Capital Lease Payable	(1,031,223)
Bond issuance premium	(68,018,034)
Bond issuance discount	696,800
Accumulated accretion on capital appreciation bonds	(9,696,301)
Compensated Absences	(5,369,487)

**Net position of governmental activities** \$ 447,768,763

The Notes to the Financial Statements are an integral part of these statements.

# Williamson County, Texas

## Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds For the Fiscal Year Ended September 30, 2019

	General	Special Road and Bridge	Debt Service	Capital Projects	Pass-through Funding Program	Other Governmental	Total Governmental Funds
<b>REVENUES</b>							
Taxes	\$ 162,188,959	\$ 25,273,306	\$ 106,271,764	\$ -	\$ -	\$ 15,920,820	\$ 309,654,849
Fees of office	14,634,754	-	-	-	-	4,965,621	19,600,375
Fines and forfeitures	2,507,416	-	-	-	-	761,383	3,268,799
Intergovernmental	3,315,576	528,041	116,508	1,934,880	-	5,320,996	11,216,001
Charges for services	13,824,013	1,691,066	-	-	-	2,195,389	17,710,468
Motor vehicle registration	-	5,412,380	-	-	-	-	5,412,380
Investment earnings	5,617,671	739,380	912,706	4,620,959	1,374,718	777,077	14,042,511
Miscellaneous	805,469	94,872	-	213,482	-	6,609,586	7,723,409
Total revenues	202,893,858	33,739,045	107,300,978	6,769,321	1,374,718	36,550,872	388,628,792
<b>EXPENDITURES</b>							
Current							
General government	37,339,690	-	-	2,438,479	-	6,670,148	46,448,317
Public safety	90,851,679	-	-	-	-	4,292,939	95,144,618
Transportation support	-	22,510,792	-	30,318,514	1,586,539	-	54,415,845
Judicial	27,836,770	-	-	-	-	1,166,072	29,002,842
Community services	14,147,352	-	-	19,055	-	30,335,840	44,502,247
Conservation	-	-	-	-	-	570,742	570,742
Debt service							
Principal	1,062,796	-	71,515,000	-	-	1,565,000	74,142,796
Interest and other charges	116,065	-	34,104,310	-	-	720,069	34,940,444
Payment to bond escrow agent	-	-	5,450,147	-	-	-	5,450,147
Bond issuance fees	-	-	16,506	-	-	245,687	262,193
Capital outlay	11,323,425	2,369,564	-	52,210,924	-	1,500,763	67,404,676
Total expenditures	182,677,777	24,880,356	111,085,963	84,986,972	1,586,539	47,067,260	452,284,867
Excess (deficiency) of revenues over expenditures	20,216,081	8,858,689	(3,784,985)	(78,217,651)	(211,821)	(10,516,388)	(63,656,075)
<b>OTHER FINANCING SOURCES (USES)</b>							
Issuance of long-term debt	-	-	-	-	-	5,895,000	5,895,000
Premium on issuance of long-term debt	-	-	-	-	-	285,006	285,006
Proceeds from sale of capital assets	211,783	359,104	-	-	-	-	570,887
Discount on issuance of long-term debt	-	-	-	-	-	(12,594)	(12,594)
Payment to bond escrow agent	-	-	-	-	-	(3,696,000)	(3,696,000)
Transfers in	400,479	4,145	3,877,000	24,742,238	-	1,293,077	30,316,939
Transfers out	(14,272,822)	(8,299,096)	-	(5,691)	(3,877,000)	(3,062,330)	(29,516,939)
Total other financing sources (uses)	(13,660,560)	(7,935,847)	3,877,000	24,736,547	(3,877,000)	702,159	3,842,299
<b>NET CHANGE IN FUND BALANCES</b>	6,555,521	922,842	92,015	(53,481,104)	(4,088,821)	(9,814,229)	(59,813,776)
<b>FUND BALANCES, beginning of year</b>	113,601,523	21,555,668	6,825,012	188,121,089	120,141,335	45,587,071	495,831,698
<b>FUND BALANCES, end of year</b>	\$ 120,157,044	\$ 22,478,510	\$ 6,917,027	\$ 134,639,985	\$ 116,052,514	\$ 35,772,842	\$ 436,017,922

The Notes to the Financial Statements are an integral part of these statements.

## Williamson County, Texas

### Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities For the Fiscal Year Ended September 30, 2019

<b>Net change in fund balances - total governmental funds</b>	<b>\$ (59,813,776)</b>
Amounts reported for governmental activities in the statement of activities are different because:	
The County uses internal service funds to charge the costs of certain activities such as fleet and self-insurance to appropriate functions in other funds. The change in net position of the internal service funds are reported with the governmental activities.	
	(616,041)
Governmental funds report outlays for capital assets as expenditures. However, in the statement of activities the cost of those assets is allocated over their useful lives and reported as depreciation expense. Additionally, disposal of capital assets is not recorded in the fund statements. These items include:	
Capital outlay	67,404,676
Depreciation expense	(35,594,269)
Net book value of current year disposals	(7,626,439)
Governmental capital assets donated to the County are not current financial resources and therefore, are not reported in the fund statements. Capital assets donated to the County in the current fiscal year increased net position.	
	67,725,754
Governmental funds report expenditures for costs of assets under construction that will be contributed on completion to another entity. However, in the statement of activities, the cost of those assets will be expensed when the completed asset is transferred.	
	20,862,334
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds, including:	
Property taxes	(134,792)
Adjudicated fines	(165,540)
Emergency medical services	(114,017)
Investment in capital lease	(36,749)
Animal shelter fees	109,205
Intergovernmental reimbursements	689,671
Expenditures related to the County's participation in its OPEB Plan are recorded as they are paid in the governmental funds, but are recognized based on the change in net pension liability in the Statement of Activities.	
	(3,040,444)
Expenditures related to the County's participation in the Texas County and District Retirement System are recorded as they are paid in the governmental funds, but are recognized based on the change in net pension liability in the Statement of Activities.	
	(28,973,080)
The issuance of long-term debt (e.g., bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.	
Capital lease payments	1,062,795
Issuance of bonds	(5,895,000)
Premium on bond issuance	(285,006)
Discount on bond issuance	12,594
Principal payments on tax notes and bonds	81,715,000
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	
Amortization of debt-related items	2,928,476
Accretion of capital appreciation bonds	(424,576)
Decrease in compensated absences	(227,352)
Decrease in accrued interest payable	(1,493,680)
<b>Change in net position of governmental activities</b>	<b>\$ 98,069,744</b>

The Notes to the Financial Statements are an integral part of these statements.



# Williamson County, Texas

## Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual General Fund For the Fiscal Year Ended September 30, 2019

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
<b>REVENUES</b>				
Taxes	\$ 162,197,611	\$ 162,197,611	\$ 162,188,959	\$ (8,652)
Fees of office	13,532,700	13,573,700	14,634,754	1,061,054
Fines and forfeitures	2,707,140	2,707,140	2,507,416	(199,724)
Intergovernmental	2,869,315	3,043,893	3,315,576	271,683
Charges for services	13,045,750	13,045,750	13,824,013	778,263
Investment earnings	3,075,000	3,075,000	5,617,671	2,542,671
Miscellaneous	313,250	415,557	805,469	389,912
Total revenues	197,740,766	198,058,651	202,893,858	4,835,207
<b>EXPENDITURES</b>				
Current				
General government	40,606,585	40,289,170	37,339,690	2,949,480
Public safety	95,219,381	95,756,393	90,851,679	4,904,714
Judicial	27,714,989	28,968,688	27,836,770	1,131,918
Community services	14,150,752	14,361,008	14,147,352	213,656
Debt service				
Principal	1,062,795	1,062,795	1,062,796	(1)
Interest and other charges	116,065	116,065	116,065	-
Capital outlay	13,376,482	11,954,183	11,323,425	630,758
Total expenditures	192,247,049	192,508,302	182,677,777	9,830,525
Excess of revenues over expenditures	5,493,717	5,550,349	20,216,081	14,665,732
<b>OTHER FINANCING SOURCES (USES)</b>				
Proceeds from sale of capital assets	175,000	175,000	211,783	36,783
Proceeds from capital lease	-	-	-	-
Transfers in	399,900	399,900	400,479	579
Transfers out	(20,511,281)	(42,515,599)	(14,272,822)	28,242,777
Total other financing sources (uses)	(19,936,381)	(41,940,699)	(13,660,560)	28,280,139
Net change in fund balances	(14,442,664)	(36,390,350)	6,555,521	42,945,871
<b>FUND BALANCES, beginning of year</b>	113,601,523	113,601,523	113,601,523	-
<b>FUND BALANCES, end of year</b>	\$ 99,158,859	\$ 77,211,173	\$ 120,157,044	\$ 42,945,871

The Notes to the Financial Statements are an integral part of these statements.

**Williamson County, Texas**

Statement of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Special Road and Bridge Fund  
For the Fiscal Year Ended September 30, 2019

	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget - Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
<b>REVENUES</b>				
Taxes	\$ 25,246,231	\$ 25,246,231	\$ 25,273,306	\$ 27,075
Intergovernmental	322,200	322,200	528,041	205,841
Charges for services	735,000	735,000	1,691,066	956,066
Motor vehicle registration	4,910,000	4,910,000	5,412,380	502,380
Investment earnings	450,000	450,000	739,380	289,380
Miscellaneous	10,000	10,000	94,872	84,872
Total revenues	31,673,431	31,673,431	33,739,045	2,065,614
<b>EXPENDITURES</b>				
Current				
Transportation support	27,866,712	26,849,897	22,510,792	4,339,105
Capital outlay	2,810,632	2,393,447	2,369,564	23,883
Total expenditures	30,677,344	29,243,344	24,880,356	4,362,988
Excess (deficiency) of revenues over expenditures	996,087	2,430,087	8,858,689	6,428,602
<b>OTHER FINANCING SOURCES (USES)</b>				
Proceeds from sale of capital assets	150,000	150,000	359,104	209,104
Transfers in	4,146	4,146	4,145	(1)
Transfers out	(10,135,000)	(11,569,000)	(8,299,096)	3,269,904
Total other financing sources (uses)	(9,980,854)	(11,414,854)	(7,935,847)	3,479,007
<b>NET CHANGE IN FUND BALANCES</b>	(8,984,767)	(8,984,767)	922,842	9,907,609
<b>FUND BALANCES, beginning of year</b>	21,555,668	21,555,668	21,555,668	-
<b>FUND BALANCES, end of year</b>	\$ 12,570,901	\$ 12,570,901	\$ 22,478,510	\$ 9,907,609

The Notes to the Financial Statements are an integral part of these statements.

**Williamson County, Texas**

## Statement of Net Position

## Proprietary Funds

September 30, 2019

	<b>Governmental Activities Internal Service</b>
<b>ASSETS</b>	
Current assets	
Cash and investments	\$ 3,447,293
Accounts receivable	434,877
Inventory	226,631
Prepaid expenses	283,473
	<hr/>
Total current assets	4,392,274
Noncurrent assets	
Capital assets	
Machinery and equipment	516,343
Less accumulated depreciation	(404,585)
	<hr/>
Total noncurrent assets	111,758
	<hr/>
Total assets	4,504,032
<b>LIABILITIES</b>	
Current liabilities	
Accounts payable	400,122
Accrued liabilities	1,760,501
	<hr/>
Total liabilities	2,160,623
	<hr/>
<b>NET POSITION</b>	
Net investment in capital assets	111,758
Unrestricted	2,231,651
	<hr/>
<b>TOTAL NET POSITION</b>	<b>\$ 2,343,409</b>
	<hr/> <hr/>

The Notes to the Financial Statements are an integral part of these statements.

**Williamson County, Texas**  
Statement of Revenues, Expenses,  
and Changes in Net Position  
Proprietary Funds  
For the Fiscal Year Ended September 30, 2019

	<b>Governmental Activities</b>
	<b>Internal Service</b>
<b>OPERATING REVENUES</b>	
Employer contributions	\$ 18,086,687
Employee contributions	4,513,389
Charges for services	3,105,426
	<hr/>
Total operating revenues	25,705,502
<b>OPERATING EXPENSES</b>	
Claims	19,194,483
Insurance	1,567,575
Administration	1,445,772
Supplies and parts	3,365,017
Depreciation	25,859
	<hr/>
Total operating expenses	25,598,706
	<hr/>
Operating income	106,796
<b>NONOPERATING REVENUES (EXPENSES)</b>	
Interest and investment revenues	77,163
	<hr/>
Total nonoperating revenues (expenses)	77,163
	<hr/>
Income before contributions and transfers	183,959
Transfers out	(800,000)
	<hr/>
Change in net position	(616,041)
<b>NET POSITION, beginning of year</b>	2,959,450
	<hr/>
<b>NET POSITION, end of year</b>	\$ 2,343,409
	<hr/> <hr/>

The Notes to the Financial Statements are an integral part of these statements.

**Williamson County, Texas**  
Statement of Cash Flows  
Proprietary Funds  
For the Fiscal Year Ended September 30, 2019

	<b>Governmental Activities Internal Service</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Receipts from customers and users	\$ 25,718,182
Payments to suppliers	(23,608,184)
Payments to employees	(1,445,772)
	<hr/>
Net cash flows provided by operating activities	664,226
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>	
Transfers out	(800,000)
	<hr/>
Net cash flows used in noncapital financing activities	(800,000)
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>	
Acquisition and construction of capital assets	(37,077)
	<hr/>
Net cash flows used in capital and related financing activities	(37,077)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Investment earnings	77,163
	<hr/>
Net cash flows provided by investing activities	77,163
	<hr/>
Change in cash and cash equivalents	(95,688)
<b>CASH AND CASH EQUIVALENTS, beginning of year</b>	3,542,981
	<hr/>
<b>CASH AND CASH EQUIVALENTS, end of year</b>	\$ 3,447,293
	<hr/> <hr/>
<b>RECONCILIATION OF OPERATING INCOME TO NET CASH USED IN OPERATING ACTIVITIES</b>	
Operating income	\$ 106,796
Adjustments to reconcile operating income to net cash used in operating activities	
Depreciation	25,859
Change in assets and liabilities	
Accounts receivable	12,680
Prepays and other assets	47,201
Inventory	(36,094)
Accounts payable	(109,852)
Accrued liabilities	617,636
	<hr/>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	\$ 664,226
	<hr/> <hr/>

The Notes to the Financial Statements are an integral part of these statements.

**Williamson County, Texas**  
Statement of Fiduciary Net Position  
Fiduciary Funds  
September 30, 2019

	<u>Agency Fund</u>
<b>ASSETS</b>	
Cash and investments	\$ 22,331,300
Accounts receivable	<u>1,600,942</u>
Total assets	<u><u>\$ 23,932,242</u></u>
<b>LIABILITIES</b>	
Due to others	<u>\$ 23,932,242</u>
Total liabilities	<u><u>\$ 23,932,242</u></u>

The Notes to the Financial Statements are an integral part of these statements.



## Williamson County, Texas

### Notes to the Financial Statements

#### Note 1. Summary of Significant Accounting Policies

Williamson County, Texas (the County) uses a commission form of government under the laws and statutes of the constitution of the State of Texas. The County provides various services to advance the welfare, health, morals, comfort, safety, and convenience of the County and its inhabitants. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

##### Financial Reporting Entity

The Governmental Accounting Standards Board (GASB) has issued Statement No. 14, *The Financial Reporting Entity* and Statement No. 61, *The Financial Reporting Entity: Omnibus*, which established standards for defining and reporting on the financial reporting entity. The discussion that follows includes not only the minimum guidelines for an entity's inclusion in the County's financial statements, but also the reasons that certain entities were excluded from the statements.

The definition of the reporting entity is based primarily on the notion of financial accountability. The elected officials governing Williamson County are accountable to their constituents for their public policy decisions, regardless of whether those decisions are carried out directly through the operations of the County or by their appointees through the operations of a separate entity. Therefore, the County is not only financially accountable for the organizations that make up its legal entity, it is also financially accountable for legally separate organizations if its officials appoint a voting majority of an organization's governing body and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on the County.

Depending on the significance of the County's financial and operational relationships with various separate entities, the organizations are classified as blended or discretely presented component units, related organizations, joint ventures, or jointly governed organizations, and the financial disclosure is treated accordingly.

Related Organizations – Where the Williamson County Commissioners Court (Commissioners Court) is responsible for appointing a majority of the members of a board of another organization, but the County's accountability does not extend beyond making such appointments, disclosure is made in the form of the relation between the County and such organization.

##### Blended Component Units

Avery Ranch Road District (Avery District) was formed by the Commissioners Court in accordance with the Texas Government Code in February of 2001. The Avery District issues unlimited tax bonds for the purpose of developing roads within the District. The bonds constitute direct obligations of the Avery District payable from ad valorem taxes levied upon all taxable property located within the Avery District. The Avery District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Avery District.

## Williamson County, Texas

### Notes to the Financial Statements

Pearson Place Road District (Pearson District) was formed by the Commissioners Court in accordance with the Texas Government Code in July of 2010. The Pearson District issues unlimited tax bonds for the purpose of developing roads within the Pearson District. The bonds constitute direct obligations of the Pearson Place Road District payable from ad valorem taxes levied upon all taxable property located within the Pearson District. The Pearson District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Pearson District.

Northwoods Road District (Northwoods District) was formed by Commissioners Court in August of 2011. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Staked Plains Boulevard from Avery Ranch Subdivision to Lakeline Boulevard, and the widening and extension of Lakeline Boulevard to a four lane arterial from Lake Creek east to the Capital Metro right-of-way. The fund is also used to pay for the long-term debt expenditures for the district. The Northwoods District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Northwoods District.

Williamson County Conservation Foundation is a nonprofit corporation formed under the laws of the Texas Nonprofit Corporation Act. It was formed by the Commissioners Court in December of 2002, as a proactive approach to providing for conservation and the recovery of endangered species in the Williamson County area. The Foundation is governed by a Board appointed by the Commissioners Court, of which, two members are County Commissioners. The Foundation meets the financial accountability tests and is considered to be a blended component unit. Specifically, the Foundation's board is substantively the same as the Commissioners Court and management of the primary government has operational responsibility for the Foundation. Additionally, there is a financial burden relationship between the primary government and the Foundation.

Complete financial statements for each of the individual component units may be obtained at the Williamson County Auditor's office.

Based upon the foregoing criteria, the following entity is not included in the accompanying financial statements: the Williamson County and Cities Health District.

#### **Government-Wide and Fund Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the government. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenue.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenue. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenue includes: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenue are reported instead as general revenues.

## Williamson County, Texas

### Notes to the Financial Statements

#### Measurement Focus, Basis of Accounting and Financial Statement Presentation

Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenue to be available if collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the County.

The County reports the following major governmental funds:

The General Fund is the County's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Special Road and Bridge Fund is a special revenue fund used to account for revenue derived from ad valorem taxes, vehicle registration fees, and rebates from the State of Texas. Expenditures are legally restricted for maintenance and construction of County roads and bridges.

The Debt Service Fund is used to account for the accumulation of resources for, and payment of, general long-term debt principal, interest, and related costs.

The Capital Projects Fund is used to account for the acquisition of capital assets or construction of major capital projects.

The Pass-Through Funding Program is a Special Revenue Fund used to account for reimbursements from the Texas Department of Transportation (TxDOT) related to the Pass-Through Road Financing Program. The pass-through program allows the County to manage the improvements of state highways. Reimbursements from TxDOT are based on a per vehicle usage after completion of these projects. The monies will be used for the payment of the debt related to these projects. Any funds remaining after all debt has been retired will be used for road projects.

## Williamson County, Texas

### Notes to the Financial Statements

Additionally, the County reports the following fund types:

Internal Service Funds account for the Benefits Program and Fleet Maintenance services provided to other departments or agencies of the government, or to other governments, on a cost reimbursement basis.

Agency Funds are used to account for assets held by the County on behalf of individuals and other governments. Examples include taxes, fines, bonds, and restitution. Agency Funds are custodial in nature and do not include measurements of results of operations.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements with the exception of interfund services provided and used.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenue includes all taxes. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the County's internal service funds are charges to customers for services. Operating expenses for the internal service funds include the cost of services, administrative expenses, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as non-operating revenue and expenses.

## Note 2. Assets, Liabilities and Net Position or Fund Balance

### Cash and Investments

The County pools cash resources of some funds and invests these funds jointly. Each fund owns a pro rata share of the cash and investments. The County is entitled to invest in obligations of the United States, the State of Texas, and certificates of deposit of state or national banks or savings and loan associations within the State. All investments are stated at fair market value.

Investment earnings are allocated to the respective funds based on the cash balances outstanding at the end of each month.

The County's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

### Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

## Williamson County, Texas

### Notes to the Financial Statements

All trade and property tax receivables are shown net of an allowance for uncollectible amounts. Trade accounts receivable in excess of 60 days comprise the trade accounts receivable allowance for uncollectible amounts.

Ad valorem property taxes attach as enforceable liens as of January 1. Taxes are levied prior to September 30, payable on October 1, and are delinquent on February 1. The majority of the County's property tax collections occur during December and early January each year. To the extent that County property tax revenue results in current receivables as defined by the GASB they are recognized when levied.

#### **Inventories and Prepaid Items**

All inventories are valued at cost using the first-in/first-out (FIFO) method.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### **Deferred Contributions**

Deferred contributions include the construction costs primarily of roads within the County that will be contributed upon completion to another governmental entity. Upon completion of the project, these assets will be transferred to another governmental entity and expensed in the statement of activities.

#### **Capital Assets**

Capital assets, which include property, plant, equipment and infrastructure assets (e.g. roads, bridges, sidewalks and similar items) and intangible assets (i.e., mitigation credits) are reported in the governmental activities column in the government-wide financial statements. The County defines capital assets as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

Intangible assets were modified to comply with GASB Statement No. 51. Intangible assets are not physical in nature, do not have monetary form, and are identifiable. Intangible assets include mitigation credits, unregistered trademarks, easements, and software (acquired or internally developed). Like capital assets, the County defines intangible assets with an initial cost of more than \$5,000 and an estimated useful life in excess of one year.

Intangible assets with definite estimated useful lives from 2 to 60 years are amortized using the straight-line method.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and improvements	25 - 40
Vehicles	3 - 14
Machinery and equipment	5 - 15
Infrastructure	5 - 50
Improvements other than buildings	10 - 40

## Williamson County, Texas

### Notes to the Financial Statements

#### Federal and State Grants

Revenue from federal and state grants is recognized on the basis of actual expenditures incurred, limited to the amount of the total grant award. Shared revenue is recognized based on the fiscal period to which the entitlements received apply.

#### Compensated Absences

The Williamson County Personnel Policy provides employees with vacation leave and nonvesting accumulating rights to sick pay benefits. The policy allows all employees to accumulate up to 160 hours of vacation per year. Employees are allowed to carry their vacation balance forward to the next fiscal year in an amount not to exceed 160 hours, respectively. Employees may also accrue up to 240 hours of compensatory time. Additionally, holiday time is accrued up to a maximum of 200 hours. Unused compensatory time and vacation leave time is paid upon termination. Governmental fund liability and expenditures are not recognized until they come due for payment.

#### Long-term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts, as well as charges on refundings, are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Charges on refundings are reported as deferred charges and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Fund Balances and Net Position

##### Government-Wide Financial Statements

Net Position on the Statement of Net Position includes the following categories:

Net investment in capital assets – the component of net position that reports the difference between capital assets less both the accumulated depreciation and the outstanding balance of debt, net of premiums and discounts, excluding unspent proceeds, that are directly attributable to the acquisition, construction or improvement of these capital assets.

Restricted – net position are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

Unrestricted – the difference between the assets and liabilities that is not reported in any of the classifications above.



## Williamson County, Texas

### Notes to the Financial Statements

#### Governmental Fund Financial Statements

The County has adopted the provisions of GASB Statement No. 54, *Fund Balance Reporting and Government Fund Type Definitions* (GASB 54). The objective of the statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing government fund type definitions. The statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Fund balance classifications, under GASB 54 are nonspendable, restricted, committed, assigned, and unassigned. These classifications reflect not only the nature of funds, but also provide clarity to the level of restriction placed upon fund balance. Fund balance can have different levels of constraint, such as external versus internal compliance requirements. Unassigned fund balance is a residual classification within the General Fund. The General Fund should be the only fund that reports a positive unassigned balance. In all other funds, unassigned is limited to negative residual fund balance.

In accordance with GASB 54, the County classifies governmental fund balances as follows:

*Nonspendable* – includes amounts that cannot be spent because they are either not in spendable form, or, for legal or contractual reasons, must be kept intact.

*Restricted* – includes fund balance amounts that are constrained for specific purposes, which are externally imposed by providers, such as creditors, or amount restricted due to constitutional provisions or enabling legislation.

*Committed* – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the County through formal action of the highest level of decision-making authority. Committed fund balance is reported pursuant to resolution passed by the County Commissioners Court.

*Unassigned* – includes residual positive fund balance within the General Fund, which has not been classified within the other above-mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

When both restricted and unrestricted resources are available for use, it is the County's policy to use restricted resources first, then unrestricted resources as they are needed. Furthermore, committed fund balances are reduced first, followed by assigned amounts and then unassigned amounts where expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

The County has established a minimum fund balance policy whereby the County's unassigned general fund balance will be maintained at levels sufficient to protect the County's creditworthiness as well as its financial position from unforeseeable emergencies. The County will strive to maintain the unassigned general fund balance at a minimum level of 35% of total general fund budgeted expenditures.

# Williamson County, Texas

## Notes to the Financial Statements

A summary of the nature and purpose of fund balances at September 30, 2019, is as follows:

	General	Special Road and Bridge	Debt Service	Capital Projects	Pass-through Funding Program	Other Governmental	Total Governmental Funds
Fund balances							
Nonspendable							
Inventory	\$ -	\$ 622,680	\$ -	\$ -	\$ -	\$ -	\$ 622,680
Prepaid items	29,699	1,200	-	-	-	11,801	42,700
Long-term receivables	-	-	-	-	60,190,200	-	60,190,200
Investment in capital lease	692,105	-	-	-	-	-	692,105
Total nonspendable	721,804	623,880	-	-	60,190,200	11,801	61,547,685
Restricted for							
Long-term receivable	-	-	-	-	-	-	-
Construction and maintenance of roads and bridges	-	21,854,630	-	-	55,862,314	-	77,716,944
Payment of general long-term debt principal, interest and related costs	-	-	6,917,027	-	-	1,366,369	8,283,396
Acquisition of capital assets	-	-	-	134,639,985	-	249,274	134,889,259
Court mediations	-	-	-	-	-	356,251	356,251
Third Court of Appeals	-	-	-	-	-	705	705
Child safety, health or nutrition	-	-	-	-	-	760,479	760,479
The conservation of endangered species	-	-	-	-	-	2,978,242	2,978,242
Technological enhancements	-	-	-	-	-	420,249	420,249
The County Attorney's Office	-	-	-	-	-	-	-
The County Jail	-	-	-	-	-	2,199,314	2,199,314
The Radio Communication System	-	-	-	-	-	658,718	658,718
Drug cases, drug education or equipment for law enforcement	-	-	-	-	-	1,779,999	1,779,999
Maintenance, digitalization and preservation of County and Court records	-	-	-	-	-	7,702,958	7,702,958
Court reporter	-	-	-	-	-	262,236	262,236
Teen Court Program	-	-	-	-	-	1,525	1,525
Courthouse and Justice of the Peace security	-	-	-	-	-	530,630	530,630
Welfare fraud	-	-	-	-	-	1,339	1,339
Specialty Courts	-	-	-	-	-	187,904	187,904
Voting and election services	-	-	-	-	-	1,356,470	1,356,470
Juvenile and guardianship programs	-	-	-	-	-	914,103	914,103
Law library	-	-	-	-	-	554,982	554,982
Medical services	-	-	-	-	-	5,289,937	5,289,937
Training	-	-	-	-	-	59,834	59,834
Regional Animal Shelter	-	-	-	-	-	358,662	358,662
The City of Hutto and Hutto ISD	-	-	-	-	-	413,548	413,548
Recreational facilities	-	-	-	-	-	647,282	647,282
Historical commission	-	-	-	-	-	7,676	7,676
Williamson County landfill	-	-	-	-	-	2,400,462	2,400,462
Healthcare Participation Program	-	-	-	-	-	4,301,893	4,301,893
Total restricted	-	21,854,630	6,917,027	134,639,985	55,862,314	35,761,041	255,034,997
Committed to							
Cash reduction plan and long term transportation plan	28,190,329	-	-	-	-	-	28,190,329
Employee recognition programs	73,021	-	-	-	-	-	73,021
Total committed	28,263,350	-	-	-	-	-	28,263,350
Unassigned	91,171,890	-	-	-	-	-	91,171,890
<b>Total fund balances</b>	<b>\$ 120,157,044</b>	<b>\$22,478,510</b>	<b>\$6,917,027</b>	<b>\$ 134,639,985</b>	<b>\$ 116,052,514</b>	<b>\$ 35,772,842</b>	<b>\$ 436,017,922</b>

## Williamson County, Texas

### Notes to the Financial Statements

#### Pensions

The County has adopted accounting policy in response to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions, An Amendment of GASB Statement No. 27* (GASB 68). For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, the County specific information about its Fiduciary Net Position in the Texas County and District Retirement System (TCDRS) and additions to/deductions from the County's Fiduciary Net Position have been determined on the same basis as they are reported by TCERS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the County's Total Pension Liability is obtained from TCERS through a report prepared for the County by TCERS consulting actuary, Milliman, in compliance with GASB 68.

#### Other Postemployment Benefits (OPEB)

Other Postemployment Benefits (OPEB) cost for retiree healthcare and similar, non-pension retiree benefits, is required to be measured and disclosed using the accrual basis of accounting, regardless of the amount recognized as OPEB expense on the modified accrual basis of accounting. Annual OPEB cost is calculated in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (GASB 75). GASB 75 requires a liability for OPEB obligations to be recognized on the balance sheets of participating employers. Changes in OPEB liability will be immediately recognized as OPEB expense on the income statement or reported as deferred inflows/outflows of resources depending on the nature of the change. Information regarding the County's OPEB liability is obtained through a report prepared for the County by Milliman, a consulting actuary, in compliance with GASB 75.

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

The County has the following items that are reported as deferred outflows or deferred inflows of resources.

- Deferred charges/gains on refundings – A deferred charge/gain on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. Deferred charges are reported as a deferred outflow and deferred gains are reported as a deferred inflow, and both are amortized over the shorter of the life of the refunded or refunding debt.
- Pension contributions after measurement date – These contributions are reported as a deferred outflow and recognized in the following fiscal year.
- Difference in projected and actual earnings on pension assets – This difference is reported as a deferred outflow and amortized over a closed five-year period.
- Difference in projected and actual experience and changes in assumptions for pension and OPEB – These differences are reported as both a deferred outflow and inflow and amortized over the average service life for all active, inactive, and retired members.

## **Williamson County, Texas**

### Notes to the Financial Statements

#### **Use of Estimates**

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

### **Note 3. Stewardship, Compliance, and Accountability**

#### **Budgetary Information**

In accordance with the Local Government Budget and Fiscal Control Act, the County follows these procedures in establishing the budgetary data reflected in the financial report:

1. The Budget Officer submits to the County Commissioners a proposed operating budget for the fiscal year commencing the following October. The operational budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. The budget is legally enacted through passage of an ordinance by September 30 each year.

The County Commissioners may amend the budget ordinance at any time after its adoption so long as the amended ordinance continues to meet the requirements of "Local Government Budget and Fiscal Control Act". During the year, several supplementary appropriations to the original budget were necessary. The County's legally adopted budget is at the function level. For internal management purposes, the budgets are detailed by line item and entered into the accounting records. Comparisons of actual expenditures or expenses to budget are made on an ongoing basis. Budgets of the General, Special Revenue, and Debt Service are prepared on an annual basis. Formal budgetary integration is not employed for Capital Projects Funds because budgetary control is achieved through legally binding construction contracts.

Budgets are adopted on a basis consistent with generally accepted accounting principles. Annual appropriated budgets are adopted for the General, Special Revenue (except as noted in the following paragraph), and Debt Service Funds. All annual appropriations lapse at fiscal year-end.

Annually appropriated budgets are not adopted for all Special Revenue Funds. The Appellate Judicial System, Child Abuse Prevention, Child Safety, County Sheriff, District Attorney Welfare Fraud, Grants, Juvenile Delinquency Prevention, Local Provider Participation, Pass-through Funding Program, WM-City of and Hutto ISD, WM-Community Recreation Facility, WM-Future Environmental Liability, and WM-Master Site Development do not have legally adopted budgets. Accordingly, budget and actual comparisons do not include these funds.

#### **Deficit Unrestricted Net Position**

A deficit unrestricted net position of approximately \$250,000,000 exists in governmental activities as of September 30, 2019. This deficit is primarily the result of the County issuing bonds to finance the construction of infrastructure contributed to other governmental entities. As of September 30, 2019, the amount of bonds outstanding that were used to finance construction of assets transferred to another governmental entity was approximately \$388,000,000. These bonds will be paid with future property tax revenues restricted for debt service.

## Williamson County, Texas

### Notes to the Financial Statements

#### Note 4. Deposits and Investments

The Public Funds Investment Act (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports, and establishment of appropriate policies. Among other things, it requires the County to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity; (2) portfolio diversification; (3) allowable investments; (4) acceptable risk levels; (5) expected rates of return; (6) maximum allowable stated maturity of portfolio investments; (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio; and (8) investment staff quality and capabilities; and (9) competitive bidding processes where applicable. Statutes authorize the County to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas; (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, and (10) common trust test procedures related to investment practices as provided by the Act. The County is in substantial compliance with the requirements of the Act and with local policies.

The County's investment pools are 2a7-like pools. A 2a7-like pool is one which is not registered with the Securities and Exchange Commission (SEC) as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940. The County's investments in these pools is the same as the value of the pool shares, which are valued based on quoted market rates.

The County invests in Texas Local Government Investment Pool (TexPool/TexPool Prime), which was created under the Interlocal Cooperation Act, Texas Government Code Ann. Chapter 791, and the Texas Public Funds Investment Act. The Texas Treasury Safekeeping Trust Company (the Trust) is the trustee of TexPool and is a limited purpose trust company authorized pursuant to Texas Government Code Ann. Section 404.103 for which the Texas State Comptroller is the sole officer, director, and shareholder. The advisory board of TexPool is composed of members appointed pursuant to the requirements of the Texas Public Funds Investment Act.

The County also typically invests in Local Government Investment Cooperative Programs (LOGIC). LOGIC is organized in conformity with the Texas Government Code and the Public Funds Investment Act. JPMorgan Asset Management (JPMAM) and Hilltop Securities, Inc. serve as co-administrators for LOGIC. Investment management, fund accounting, transfer agency, and custodial services are provided by JPMAM and Hilltop Securities, Inc. provides administrative, marketing and participant services. The seven-member board of directors for LOGIC is comprised of individuals from participating government entities in the pool. The Board has the authority to employ personnel, contract for services, and engage in other administrative activities necessary or convenient to accomplish the objectives of LOGIC. The Bylaws set forth procedures governing the selection of, and action taken by, the Board. Board oversight of LOGIC is maintained through daily, weekly, and monthly reporting requirements.

## Williamson County, Texas

### Notes to the Financial Statements

The County categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. GASB Statement No. 72, *Fair Value Measurement and Application* provides a framework for measuring fair value which establishes a three-level fair value hierarchy that describes the inputs that are used to measure assets and liabilities.

- Level 1 inputs are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.
- Level 2 inputs are inputs – other than quoted prices included within Level 1- that are observable for an asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for an asset or liability.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs. If the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement. The Level 2 investments below represent approximate fair value of the County's commercial paper based on quoted market prices or alternative pricing sources and models utilizing observable inputs.

The County has recurring fair value measurements as presented in the table below. The County's investment balances and weighted average maturity of such investments are as follows:

Investment Type	September 30, 2019	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Observable Inputs (Level 3)	Weighted Average Maturity (Days)
Investments not subject to fair value (amortized cost)					
TexPool	\$ 6,569,116	\$ -	\$ -	\$ -	36
TexPool Prime	40,110,456	-	-	-	33
LOGIC	56,201,645	-	-	-	34
CD Investments	-	52,431,186	-	-	461
Investments by fair value level					
U.S. Equity Securities	-	10,306,095	-	-	208
U.S. Agency Securities	-	129,980,496	-	-	293
U.S. Treasury Bonds	-	59,646,382	-	-	156
Commercial Paper	-	-	26,972,309	-	154
<b>Total</b>	<b>\$ 102,881,217</b>	<b>\$ 252,364,159</b>	<b>\$ 26,972,309</b>	<b>\$ -</b>	

**Interest Rate Risk.** In accordance with its investment policy, the County manages its exposure to declines in fair market values by limiting the average dollar-weighted maturity of its portfolio to a maximum of 365 days.



**Williamson County, Texas**  
Notes to the Financial Statements

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the County's deposits may not be returned to it. State statutes require that all deposits in financial institutions be fully collateralized by U. S. Government Obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a fair value of not less than the principal amount of deposits.

Credit Risk. It is the County's policy, as defined in the Texas Public Funds Investment Act, to limit its investments to investment types with an investment quality rating not less than A or its equivalent by a nationally recognized statistical rating organization. The money market and CD investments are not rated.

The remainder of the County's investments are rated as follows:

Investment Type	Rating
TexPool	AAAm
TexPool Prime	AAAm
LOGIC	AAAm
U.S. Agency Securities	AA+
JP Morgan Commercial Paper	AA+

**Note 5. Receivables and Unearned Revenue**

Receivables as of year-end for the County's individual major funds and non-major funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	Governmental Funds						Total
	General	Special Road and Bridge	Debt Service	Capital Projects	Pass-through Funding Program	Other Governmental Funds	
Receivables							
Property taxes	\$1,664,754	\$239,323	\$1,044,840	\$ -	\$ -	\$ 4,786	\$ 2,953,703
Adjudicated fines	2,470,676	-	-	-	-	-	2,470,676
Emergency medical services	4,196,809	-	-	-	-	-	4,196,809
Intergovernmental	84,264	-	-	1,446,055	60,190,200	1,211,709	62,932,228
Interest	477,989	21,281	-	491,379	150,335	44,655	1,185,639
Other	1,439,709	103,728	-	-	-	579,512	2,122,949
Gross receivables	10,334,201	364,332	1,044,840	1,937,434	60,340,535	1,840,662	75,862,004
Less: allowance for uncollectibles	3,265,594	-	-	-	-	-	3,265,594
<b>Net total receivables</b>	<b>\$7,068,607</b>	<b>\$364,332</b>	<b>\$1,044,840</b>	<b>\$1,937,434</b>	<b>\$60,340,535</b>	<b>\$1,840,662</b>	<b>\$72,596,410</b>

**Williamson County, Texas**  
Notes to the Financial Statements

Governmental funds report deferred revenue in connection with receivables for revenue that is not considered to be available to liquidate liabilities of the current period, which will be reported as the deferred inflow of resources in the government funds. Governmental funds also record unearned revenues in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of deferred revenue and unearned revenue reported in the governmental funds were as follows:

	Unavailable	Unearned
General fund		
Delinquent property taxes receivable	\$ 1,637,671	\$ -
Adjudicated fines	841,111	-
Emergency medical services	1,159,808	-
Investment in capital lease	692,105	-
Other	-	191,685
Total general fund	4,330,695	191,685
Special road and bridge		
Delinquent property taxes receivable	234,820	-
Other	-	7,925
Total special road and bridge	234,820	7,925
Debt service fund		
Delinquent property taxes receivable	1,026,269	-
Total debt service fund	1,026,269	-
Capital projects fund		
Intergovernmental	733,179	-
Total capital projects fund	733,179	-
Other governmental funds		
Delinquent property taxes receivable	4,640	-
Animal shelter fees	306,831	-
Election Services Contract Fees	-	3,359
Other	-	291,376
Total other governmental funds	311,471	294,735
<b>Total governmental funds</b>	<b>\$ 6,636,434</b>	<b>\$ 494,345</b>

**Williamson County, Texas**  
Notes to the Financial Statements

**Note 6. Capital Assets**

Capital asset activity for the year ended September 30, 2019, was as follows:

	Beginning Balance	Additions/ Transfers to	Disposals/ Transfers from	Ending Balance
Governmental activities				
Capital assets, not being depreciated				
Land	\$ 302,079,159	\$ 39,660,288	\$ (1,486,352)	\$ 340,253,095
Intangibles	5,441,442	4,750	(161,400)	5,284,792
Construction in progress	59,047,590	42,253,413	(60,189,013)	41,111,990
Total assets not being depreciated	366,568,191	81,918,451	(61,836,765)	386,649,877
Capital assets being depreciated				
Buildings and improvements	234,862,294	36,899,424	(876,946)	270,884,772
Machinery and equipment	95,160,162	19,451,878	(4,278,418)	110,333,622
Infrastructure	431,811,420	53,532,843	(3,802,555)	481,541,708
Intangible	13,303,829	523,153	(267,528)	13,559,454
Total capital assets being depreciated	775,137,705	110,407,298	(9,225,447)	876,319,556
Less: accumulated Depreciation				
Buildings and improvements	(74,837,644)	(6,827,534)	376,006	(81,289,172)
Machinery and equipment	(47,522,921)	(7,869,665)	3,495,937	(51,896,649)
Infrastructure	(160,395,193)	(20,074,151)	2,150,186	(178,319,158)
Intangible	(10,248,973)	(848,009)	254,633	(10,842,349)
Total accumulated depreciation	(293,004,731)	(35,619,359)	6,276,762	(322,347,328)
Total capital assets being depreciated, net	482,132,974	74,787,939	(2,948,685)	553,972,228
<b>Governmental activities</b>				
<b>Capital assets, net</b>	<b>\$ 848,701,165</b>	<b>\$ 156,706,390</b>	<b>\$ (64,785,450)</b>	<b>\$ 940,622,105</b>

**Williamson County, Texas**  
Notes to the Financial Statements

Depreciation expense was charged to functions/programs of the County as follows:

Governmental activities	
General government	\$ 3,027,879
Public safety	7,465,162
Transportation support	22,205,879
Judicial	967,033
Community services	1,923,190
Capital assets held by the County's internal service funds are charged to the various functions based on their usage of the assets	<u>30,216</u>
<b>Total depreciation expense - governmental activities</b>	<b><u>\$ 35,619,359</u></b>

**Construction Commitments**

The County has active construction projects as of September 30, 2019. The projects include road construction, parks and park improvements, as well as facilities construction. As of September 30, 2019, the County's commitments with contractors were as follows:

Project	Spent-to-date	Remaining Commitment
Road construction, parks and park improvements, facilities construction	<u>\$ 1,417,959,052</u>	<u>\$ 68,995,975</u>

**Note 7. Interfund Receivables, Payables, and Transfers**

The composition of interfund transfers for the year ended September 30, 2019 is as follows:

	Transfers In						Total
	General	Special Road and Bridge	Debt Service	Capital Projects	Other Governmental	Internal Service	
Transfers out							
General	\$ -	\$ -	\$ -	\$ 13,332,785	\$ 940,037	\$ -	\$14,272,822
Special road and bridge	-	-	-	8,299,096	-	-	8,299,096
Capital projects	-	-	-	-	5,691	-	5,691
Pass-through funding programs	-	-	3,877,000	-	-	-	3,877,000
Other governmental	400,479	4,145	-	2,310,357	347,349	-	3,062,330
Internal service funds	-	-	-	800,000	-	-	800,000
<b>Total transfers out</b>	<b>\$ 400,479</b>	<b>\$ 4,145</b>	<b>\$ 3,877,000</b>	<b>\$ 24,742,238</b>	<b>\$ 1,293,077</b>	<b>\$ -</b>	<b>\$30,316,939</b>

Transfers are used to: (1) move revenues from the fund required by statute or budget to collect them to the fund required by statute or budget to expend them; and (2) fund the County's match portion for grants.

Additionally, \$439,314 is recorded as a due from other funds in the General Fund from two non-major governmental funds to cover a cash deficit in those funds as of September 30, 2019.

**Williamson County, Texas**  
Notes to the Financial Statements

**Note 8. Investment in Leases**

The County has a 30-year agreement to lease a building to the Children's Advocacy Center. For accounting purposes, the County has classified the lease as a direct financing lease. At September 30, 2019, the future minimum lease payments to be received under the lease are as follows:

Years Ending September 30,	Payment
2020	\$ 24,000
2021	24,000
2022	24,000
2023	24,000
2024	24,000
2025-2029	120,000
2030-2034	120,000
2035-2038	92,000
Total minimum lease payments receivable	452,000
Less: unearned income	(329,993)
Estimated unguaranteed residual value	570,098
<b>Net investment in capital lease</b>	<b>\$ 692,105</b>

**Note 9. Long-term Liabilities**

The following is a summary of the long-term liability transactions of the County, including blended component units, for the year ended September 30, 2019:

	Balance September 30, 2018	Additions	Retirements	Balance September 30, 2019	Amounts Due Within One Year
Governmental activities					
Bonds payable	\$ 898,424,942	\$ 5,895,000	\$ (81,715,000)	\$ 822,604,942	\$ 48,089,986
Accumulated accretion	9,271,725	424,576	-	9,696,301	-
Premium	76,790,926	285,006	(9,057,898)	68,018,034	5,148,827
Discounts	(802,456)	(12,594)	118,250	(696,800)	(112,785)
Total bonds payable	983,685,137	6,591,988	(90,654,648)	899,622,477	53,126,028
Capital lease payable	2,094,018	-	(1,062,795)	1,031,223	1,031,223
Net pension liability	32,054,392	70,349,526	(15,438,204)	86,965,714	-
Net OPEB obligation	49,433,125	8,148,303	(2,140,703)	55,440,725	-
Compensated absences	5,142,135	4,856,267	(4,628,915)	5,369,487	5,369,487
<b>Total governmental activities</b>	<b>\$ 1,072,408,807</b>	<b>\$ 89,946,084</b>	<b>\$ (113,925,265)</b>	<b>\$ 1,048,429,626</b>	<b>\$ 59,526,738</b>

## Williamson County, Texas

### Notes to the Financial Statements

The compensated absences liability will be liquidated primarily by the General Fund and the Special Road and Bridge Fund. The OPEB obligation will be liquidated primarily by the General Fund. The net pension liability will be liquidated primarily by the General Fund.

Per Williamson County policy, sick leave is not paid out upon termination and is not included in the compensated absences calculation. Compensated absences includes accrued vacation, holiday and comp time that will be paid within the following year. It is expected that the entire amount will be expended during the following year.

Approximately \$388,000,000 of the County's bonds outstanding as of September 30, 2019 were issued to construct or acquire capital assets for the County. The remainder of the outstanding bonds are used for construction of County infrastructure that is not a County owned asset, and therefore is not capital related, but benefits County citizens.

#### Bonds

Long-term debt of the County consists of various issues of General Obligation Bonds and Certificates of Obligation. General Obligation Bonds require voter approval at a public election before issuance, while Certificates of Obligation are issued upon the vote of the Commissioners Court. Both types are backed by the full faith and credit of the County. Debt service is primarily paid from ad valorem taxes with the exception of the Pass Through Toll Revenue and Limited Tax Certificates of Obligation which are payable from Pass Through Toll Revenue from TXDOT.

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date
4/13/2004	Limited Tax Refunding Bonds Series 2004A	2/15/2020	\$62,110,000	3.0 – 5.25%	2/15, 8/15
11/16/2006	Unlimited Tax Refunding Bonds Series 2006	02/15/2027	91,364,942	4.0 – 5.0%	2/15, 8/15
03/03/2009	Limited Tax Bonds Series 2009	02/15/2023	8,000,000	3.0 - 5.0%	2/15, 8/15
03/03/2009	Pass Through Toll & Limited Tax Series 2009	02/15/2021	89,235,000	3.0 - 5.125%	2/15,8/15
07/14/2010	Pass Through Toll & Limited Tax Series 2010	02/15/2035	33,995,000	3.0 - 5.0%	2/15, 8/15
11/18/2010	Limited Tax Refunding Bonds Series 2010	02/15/2026	12,930,000	2.0 - 4.0%	2/15, 8/15
04/12/2011	Unlimited Tax Road Bonds Series 2011	02/15/2036	76,860,000	2.0 - 5.0%	2/15, 8/15
11/30/2011	Limited Tax Refunding Bonds Series 2011	02/15/2025	36,565,000	3.0 - 5.0%	2/15, 8/15
11/30/2011	Pass Through Toll & Limited Tax Series 2011	02/15/2031	10,000,000	2.0 - 4.0%	2/15, 8/15
03/21/2012	Limited Tax Refunding Bonds Series 2012	02/15/2030	140,640,000	4.5 - 5.0%	2/15, 8/15
12/1/2012	Limited Taxable Refunding Bonds Series 2012	02/15/2029	32,895,000	0.55 - 3.0%	2/15, 8/15
04/15/2013	Limited Tax Refunding Bonds Series 2013	02/15/2032	71,750,000	1.0 - 4.0%	2/15,8/15
04/15/2013	Pass Through Revenue & LTD Tax Bonds Series 2013	02/15/2033	14,985,000	1.0 - 4.0%	2/15, 8/15
04/10/2014	Unlimited Tax Road Bonds Series 2014	02/15/2039	91,750,000	2.0 - 5.0%	2/15, 8/15



**Williamson County, Texas**  
Notes to the Financial Statements

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date
04/10/2014	Limited Tax Park Bonds Series 2014	08/15/2034	19,530,000	3.0 - 4.0%	2/15, 8/15
10/28/2014	Limited Tax Refunding Bonds Series 2014	02/15/2025	77,345,000	3.06%	2/15, 8/15
04/23/2015	Limited Tax Refunding Bonds Series 2015	02/15/2034	74,295,000	2.0 - 5.0%	2/15, 8/15
04/23/2015	Limited Tax Refunding Bonds, Taxable Series 2015	02/15/2022	29,290,000	.550 - 2.323%	2/15, 8/15
05/28/2015	Unlimited Tax Road Bonds Series 2015	02/15/2040	90,205,000	4.0 - 5.0%	2/15, 8/15
05/28/2015	Combination Tax & Revenue Certificates Series 2015	02/15/2040	59,645,000	2.0 - 5.0%	2/15, 8/15
10/15/2015	Limited Tax Refunding Bonds Series 2015A	02/15/2026	16,175,000	2.0 - 4.0%	2/15, 8/15
06/01/2016	Limited Tax Park Bonds Series 2016	02/15/2036	18,350,000	2.0 - 5.0%	2/15, 8/15
07/01/2016	Limited Tax Refunding Bonds Series 2016	02/15/2036	37,980,000	1.5 - 5.25%	2/15, 8/15
07/26/2017	Limited Tax Refunding Bonds Series 2017	09/30/2040	43,230,000	2.0 - 5.25%	2/15, 8/15
12/6/2017	Unlimited Tax Road Bonds Series 2017	9/30/2042	71,860,000	2.0 - 5.0%	2/15, 8/15

In August 2019, the County legally defeased outstanding bonds totaling \$5,010,000 by depositing approximately \$5,450,000 in trust with a bond escrow agent. An accounting loss of approximately \$124,477 is recognized on the statement of activities related to the defeasance, which will result in cash flow savings of approximately \$226,050 over the life of the bonds.

The irrevocable trust account assets and liabilities for the defeased bonds are not included in the County's financial statements. On September 30, 2019, \$109,805,000 of bonds considered defeased are still outstanding.

**Blended Component Unit – Avery Ranch Road District #1**

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date
03/21/2012	Unlimited Tax Refunding Bonds Series 2012	09/30/2025	\$ 7,475,000	2.0 - 4.0%	2/15, 8/15
05/15/2016	Unlimited Tax Refunding Bonds Series 2016	08/15/2022	2,895,000	2.0%	2/15, 8/15
5/23/2019	Unlimited Tax Refunding Bonds Series 2019	8/15/2025	3,550,000	3.0 - 4.0%	2/15, 8/15

The bonds listed above were issued by Avery Ranch Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Avery Ranch Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

**Williamson County, Texas**  
Notes to the Financial Statements

In May 2019, the District issued \$3,550,000 in Unlimited Tax Refunding Bonds, Series 2019. These bonds were used to refund \$3,625,000 for certain Series 2012 unlimited tax road bonds. As a result, the refunded bonds are considered to be defeased and the liability has been removed from the governmental activities column of the statement of net position. The net carrying amount of the old debt exceeded the reacquisition price by \$166,504. This amount is being amortized over the remaining life of the refunded debt. This advance refunding was undertaken to decrease the total debt service payments over the next six years by \$154,279, and resulted in an economic gain of \$139,579.

**Blended Component Unit – Pearson Place Road District**

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date
08/15/2016	Unlimited Tax Road Bonds Series 2016	08/15/2041	\$ 5,315,000	2.0 - 4.0%	2/15, 8/15

The bonds listed above were issued by Pearson Place Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Pearson Place Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

**Blended Component Unit – Northwood Road District**

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date
09/12/2017	Unlimited Tax Road Bonds Series 2017	08/15/2042	\$ 8,520,000	2.0 - 4.0%	2/15, 8/15
12/19/2018	Unlimited Tax Road Bonds Series 2018	08/15/2043	2,345,000	4.0%	2/15, 8/15

The bonds listed above were issued by Northwood Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Northwood Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

In December 2018, the District issued \$2,345,000 in Unlimited Tax Road Bonds. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property located within the Road District. Interest at a rate of 4.0% is payable at February 15 and August 15 of each year.

**Debt Service Requirement – All Bonds and Tax Anticipation Notes**

The debt service requirements to maturity on all bonds and tax anticipation notes are:

Fiscal Years Ending September 30,	Principal	Interest	Total
2020	\$ 48,089,986	\$ 39,314,916	\$ 87,404,902
2021	50,779,956	33,073,005	83,852,961
2022	55,635,000	28,270,996	83,905,996
2023	57,525,000	26,081,214	83,606,214
2024	59,665,000	23,731,981	83,396,981
2025-2029	258,620,000	83,112,159	341,732,159
2030-2034	175,080,000	38,941,556	214,021,556
2035-2039	95,980,000	12,974,736	108,954,736
2040-2044	21,230,000	919,984	22,149,984
<b>Total</b>	<b>\$ 822,604,942</b>	<b>\$ 286,420,547</b>	<b>\$ 1,109,025,489</b>

Included in the above principal amounts are accreted interest amounts that have not yet been recognized at September 30, 2019 totaling approximately \$10,000,000.

## Williamson County, Texas

### Notes to the Financial Statements

#### Note 10. Tax Abatements

The County negotiates various forms of agreements for Economic Development purposes. The County has tax abatement agreements and property tax rebates which are negotiated under The Texas Property Redevelopment and Tax Abatement Act, chapter 312, Tax Code, V.A.T.S. as amended. This act allows localities to abate property taxes for economic development purposes which include business relocation, retention and expansion. Property must be located within a reinvestment zone to be eligible for a tax abatement, and agreements, are limited to ten (10) years in length. The abatement value can only be to the extent its value for that year exceeds its value for the year in which the agreement is executed. The County has an Abatement Recapture clause in all Tax Abatement Agreements in the event that the recipient does not fulfill the requirements of the agreement. The tax rebate program is for a period greater than ten years, and taxes paid are reimbursed back to the owner.

The county also participates in Tax Increment Financing agreements which are negotiated under The Tax Increment Financing Act, Chapter 311, Tax Code, V.A.T.S. as amended. These districts are created for public improvements to promote economic development in unproductive or underdeveloped areas. The property tax revenues over and above the base value established by the district is contributed to the Zone for a duration of 20 to 25 years and/or until the monetary cap per the agreement is reached.

The amount of taxes abated during the fiscal year for each of the programs are as follows:

Program	Amount of Taxes Abated during the Fiscal Year
Tax Abatement Program	\$ 494,046
Tax Rebate Program	131,832
Tax Increment Financing Program	1,764,919

The County has not made any commitments as part of the agreements other than to reduce taxes. The County is not subject to any tax abatement agreements entered into by other governmental entities.

#### Note 11. Retirement Plan/Pensions

The County provides retirement, disability, and death benefits for all of its fulltime employees through a nontraditional defined benefit pension plan in the statewide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of approximately 738 nontraditional defined benefit pension plans. TCDRS, in the aggregate, issues a comprehensive annual financial report (CAFR) on a calendar year basis. The CAFR is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034.

The plan provisions are adopted by the governing body of the employer, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with eight or more years of service, with 30 years of service regardless of age, or when the sum of their age and years of service equals 75 or more.

Members are vested after eight years of service, but must leave their accumulated deposits in the plan to receive any employer-financed benefit. Members who withdraw their personal deposits in a lump sum are not entitled to any amounts contributed by their employer.

## Williamson County, Texas

### Notes to the Financial Statements

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated deposits and the employer financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

Contributions: The County has elected the annually determined contribution rate (variable-rate) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. The employer contributed using the actuarially determined rate of 13.94% for the months of the accounting year in 2018, and 14.03% for the months of the accounting year in 2019.

The deposit rate payable by the employee members for calendar year 2017 and 2018 is the rate of 7.0% as adopted by the governing body of the employer. The employee contribution rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act.

#### Actuarial Assumptions

The Total Pension Liability in the December 31, 2018 actuarial valuation was determined using the following actuarial assumptions:

Valuation date	December 31, 2018
Actuarial cost method	Entry age normal
Amortization method	Straight-Line over Expected Working Life
Asset valuation method	
Smoothing period	Five years
Recognition method	Non-asymptotic
Corridor	None
Inflation	2.75%
Salary increase	4.90%
Investment rate of return	8.10%
Payroll growth	3.25%

#### Discount Rate

The discount rate used to measure the total pension liability was 8.10%. There was no change in the discount rate since the previous year. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and those of the contributing employers and the non-employer contributing entity are made at the statutorily required rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term rate of return on pension plan investments is 8.10%. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

**Williamson County, Texas**  
Notes to the Financial Statements

Best estimates of geometric real rates of return for each major asset class included in the Systems target asset allocation as of December 31, 2018 are summarized below:

Asset Class	Target Allocation	Geometric Real Rate of Return (Expected minus Inflation)
US Equities	10.5%	5.40%
Private Equity	18.0%	8.40%
Global Equities	2.5%	5.70%
International Equities-Developed	10.0%	5.40%
International Equities-Emerging	7.0%	5.90%
Investment-Grade Bonds	3.0%	1.60%
Strategic Credit	12.0%	4.39%
Direct Lending	11.0%	7.95%
Distressed Debt	2.0%	7.20%
REIT Equities	2.0%	4.15%
Master Limited Partnerships	3.0%	5.35%
Private Real Estate Partnerships	6.0%	6.30%
Hedge Funds	13.0%	3.90%
Total	100.0%	

**Discount Rate Sensitivity Analysis**

The following schedule shows the impact of the Net Pension Liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (8.10%) in measuring the net pension liability at December 31, 2018:

	1% Decrease in Discount Rate (7.10%)	Discount Rate (8.10%)	1% Increase in Discount Rate (9.10%)
Total pension liability	\$ 556,402,207	\$ 485,381,669	\$ 426,470,194
Fiduciary net pension	398,415,955	398,415,955	398,415,955
<b>Net pension liability</b>	<b>\$ 157,986,252</b>	<b>\$ 86,965,714</b>	<b>\$ 28,054,239</b>

**Williamson County, Texas**  
Notes to the Financial Statements

**Pension Plan Fiduciary Net Position**

Detailed information about the pension plan's Fiduciary Net Position is available in a separately issued TCDRS financial report. That report may be obtained at [www.tcdrs.com](http://www.tcdrs.com).

**Net Pension Liability, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

The below schedule presents the changes in the Net Pension Liability as of December 31, 2018:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at December 31, 2017	\$ 433,090,769	\$ 401,036,377	\$ 32,054,392
Changes for the year:			
Service cost	15,804,355	-	15,804,355
Interest on total pension liability <sup>(1)</sup>	35,689,583	-	35,689,583
Effect of plan changes <sup>(2)</sup>	19,646,793	-	19,646,793
Effect of economic/demographic gains or losses	(1,954,916)	-	(1,954,916)
Effect of assumptions changes or inputs	-	-	-
Refund of contributions	(1,456,711)	(1,456,711)	-
Benefit payments	(15,438,204)	(15,438,204)	-
Administrative expenses	-	(320,009)	320,009
Member contributions	-	7,295,607	(7,295,607)
Net investment income	-	(7,416,183)	7,416,183
Employer contributions	-	14,528,673	(14,528,673)
Other <sup>(3)</sup>	-	186,405	(186,405)
<b>Balance at December 31, 2018</b>	<b>\$ 485,381,669</b>	<b>\$ 398,415,955</b>	<b>\$ 86,965,714</b>

<sup>(1)</sup> Reflects the change in liability due to the time value of money. TCDRS does not charge fees or interest

<sup>(2)</sup> Reflects plan changes adopted effective in 2019. Also reflects increase in substantively automatic COLA valued.

<sup>(3)</sup> Relates to allocation of system-wide items.



## Williamson County, Texas

### Notes to the Financial Statements

At September 30, 2019, the County reported pension expense/(income) of \$44,329,689 related to the December 31, 2018 valuation. The breakdown of the components of pension expense/(income) is as follows:

	January 1, 2018 to December 31, 2018
Service cost	\$ 15,804,355
Interest on total pension liability <sup>(1)</sup>	35,689,583
Effect of plan changes	19,646,793
Administrative expenses	320,009
Member contributions	(7,295,607)
Expected investment return net of investments expenses	(32,674,393)
Recognition of deferred inflows/outflows of resources	
Recognition of economic/demographic gains or losses	1,020,982
Recognition of assumption changes or inputs	846,731
Recognition of investment gains or losses	11,157,641
Other <sup>(2)</sup>	(186,405)
<b>Pension expense / (income)</b>	<b>\$ 44,329,689</b>

<sup>(1)</sup> Reflects the change in the liability due to the time value of money.

TCDRS does not charge fees or interest.

<sup>(2)</sup> Relates to allocation of system-wide items.

The County reported deferred outflows of resources related to the pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 2,367,929	\$ (1,563,933)
Changes in actuarial assumptions	1,124,837	-
Difference between projected and actual investment earnings	25,906,004	-
Contributions subsequent to the measurement date	11,801,395	-
<b>Total</b>	<b>\$ 41,200,165</b>	<b>\$ (1,563,933)</b>

**Williamson County, Texas**  
Notes to the Financial Statements

Deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date of \$11,801,395 will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2019 (i.e. recognized in the County's financial statements September 30, 2020). Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Pension Expense Amount
2019	\$ 12,117,164
2020	4,611,916
2021	3,478,625
2022	7,627,132
<b>Total</b>	<b>\$ 27,834,837</b>

**Note 12. Postemployment Benefits Other Than Pensions (OPEB)**

Plan Description and Benefits Provided. In addition to the pension benefits described in the previous note, the Commissioners Court established a medical insurance benefit plan for retirees. The County administers this single-employer defined benefit medical plan (the Retiree Medical Plan). The Retiree Medical Plan does not issue a publicly available financial report. Eligible retirees will be provided medical insurance benefits at a set premium rate based on County service at the time of retirement. Dental insurance benefits for retirees have a set premium rate that closely approximates the County employees' rate. Eligible retirees may also cover their eligible dependents. Retirees are responsible for paying the premiums. A retiree is defined as someone who is receiving lifetime monthly Texas County and District retirement pension benefit payments and who retired directly from active employment with Williamson County. The County will stop insurance coverage on the retiree and dependent on the last day of the month when one of the following occurs:

1. The retiree reaches age 65; or
2. The retiree fails to submit the required set premium rate.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Employees covered by benefit terms. The following employees were covered by the benefit terms as of October 1, 2018.

Number of Members	
Actives	1,361
Retired members	112
Covered spouses of retirees	48
<b>Total</b>	<b>1,521</b>

# Williamson County, Texas

## Notes to the Financial Statements

### Total OPEB Liability

The County's total OPEB liability of \$55,440,725 was measured as of September 30, 2019, and was determined by an actuarial valuation as of October 1, 2018.

Actuarial assumptions and other inputs: The total OPEB liability in the September 30, 2019 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Actuarial cost method	Entry age normal
Inflation	2.30%
Salary increases	3.25%
Discount rate	October 1, 2018: 4.18% September 30, 2018: 2.66%
Healthcare cost trend rates	6.8% for 2018, gradually decreasing to an ultimate rate of 3.9% for 2092 and beyond.
Retiree premium increases	Same as Health cost trend above
Mortality	PubG.H-2010 projected forward (fully generational) with MP-2019

### Changes in the Total OPEB Liability

Changes in Total OPEB Liability	Increase (Decrease) Total OPEB Liability
Balance at September 30, 2018	\$ 49,433,125
Changes for the year	
Service cost	3,271,064
Interest on total OPEB liability	2,158,752
Effect of economic/demographic gains or (losses)	(2,525,476)
Effect of assumptions, changes, or inputs	5,243,963
Benefit payments	(2,140,703)
<b>Balance at September 30, 2019</b>	<b>\$ 55,440,725</b>

Changes of assumptions: Changes of assumptions and other inputs reflect the effects of changes in the discount rate for each period. In fiscal year 2019, amounts reflect a decrease in the discount rate from the beginning of the year from 4.18% to 2.66%.

Sensitivity of the total OPEB liability to changes in the discount rate and healthcare cost trend rates: The following presents the total OPEB liability of the County, calculated using the discount rate of 2.66%, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (1.66%) or 1 percentage point higher (3.66%) than the current rate.

	1% Decrease (1.66%)	Discount Rate (2.66%)	1% Increase (3.66%)
Total OPEB liability	\$ 60,702,155	\$ 55,440,725	\$ 50,557,687

**Williamson County, Texas**  
Notes to the Financial Statements

The following presents the total OPEB liability of the County, calculated using the current healthcare cost trend rates as well as what the County's total OPEB liability would be if it were calculated using trend rates that are 1 percentage point lower or 1 percentage point higher than the current trend rates.

	1% Decrease	Current Trend Rate	1% Increase
Total OPEB liability	\$ 48,152,605	\$ 55,440,725	\$ 64,219,392

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**

OPEB Expense	October 1, 2018 to September 30, 2019
Service cost	\$ 3,271,064
Interest on total OPEB liability	2,158,752
Effect of plan changes	-
Recognition of deferred inflows/ outflows of resources	
Recognition of economic/demographic gains or losses	(382,648)
Recognition of assumption changes or inputs	133,979
<b>OPEB expense</b>	<b>\$ 5,181,147</b>

As of September 30, 2019, the deferred inflows and outflows of resources are as follows:

Deferred Inflows/Outflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ (2,142,828)
Changes of assumptions	4,449,423	(3,214,030)
<b>Total</b>	<b>\$ 4,449,423</b>	<b>\$ (5,356,858)</b>

## Williamson County, Texas

### Notes to the Financial Statements

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to other postemployment benefits will be recognized in OPEB expense as follows:

Years Ended September 30,	
2020	\$ (248,669)
2021	(248,669)
2022	(248,669)
2023	(248,669)
2024	(37,953)
Thereafter	125,194
	<u>\$ (907,435)</u>

### Note 13. Employee Benefits Plan

The County provides group medical benefits to its employees on a self-funded basis. Stop-loss coverage is provided by an insurance company and an independent company serves as Claim Administrator.

All full-time County employees (regularly scheduled to work at least 30 hours per week) are eligible for coverage under the Plan. Employees can enroll for personal coverage and dependent coverage.

A reconciliation of claims liabilities is shown below.

	2019	2018
Claims liabilities at October 1	\$ 1,108,811	\$ 847,803
Incurred claims	19,194,484	18,774,529
Payments on claims	(18,581,799)	(18,513,521)
<b>Claims liabilities at September 30</b>	<u>\$ 1,721,496</u>	<u>\$ 1,108,811</u>

All claim liabilities are due within one year.

### Note 14. Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The County provides for the management of risks through a combination of self-insurance and traditional insurance. The amount of settlements has not exceeded insurance coverage for each of the past three fiscal years.

### Note 15. Commitments and Contingencies

The County is the defendant in a number of lawsuits arising principally in the normal course of operations. In the opinion of management, the outcome of these lawsuits will not have a material adverse effect on the accompanying combined financial statements, and accordingly, no provision for losses has been recorded.

## **Williamson County, Texas**

### **Notes to the Financial Statements**

The County participates in numerous state and federal grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the County has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectability of any related receivable at September 30, 2019, may be impaired. In the opinion of the County, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying basic financial statements for such contingencies.

#### **Note 16. Subsequent Events**

##### **Sale of Bonds**

In January 2020, the County sold Unlimited Tax Road Bonds, Series 2020 and Limited Tax Refunding and Park Bonds, Series 2020 for \$300,000,000 and \$45,725,000, respectively. Proceeds from the sale of the road bonds will be used for road improvements within the County. Proceeds from the sale of the park bonds will be used for park, trail, and recreational improvements within the County, as well as to refund certain outstanding bond obligations to achieve debt service savings. The bonds will be payable from the levy and collection of ad valorem taxes.

##### **COVID-19**

The extent of the operational and financial impact the COVID-19 pandemic may have on the County has yet to be determined and is dependent on its duration and spread, any related operational restrictions and the overall economy. On March 19, 2020 the County closed all non-essential government buildings to the public until further notice. On March 18, 2020 Williamson County Judge Bill Gravell, Jr. issued a Second Order prohibiting community gatherings that bring together or that are likely to bring together ten (10) or more people at the same time in a single room or other single indoor or outdoor confined or enclosed space. Food establishments were also ordered to close common dining areas open to the public and the holder of a wine and beer retailer's permit or mixed beverage permits were ordered to close common indoor and outdoor bar spaces open to the public and prohibited them from allowing consumption on their bar premises. All other for-profit and non-profit businesses were not affected by the order and were allowed to continue operation in the County.

The County is unable to accurately predict how COVID-19 will affect the results of its operations because the virus's severity and the duration of the pandemic are uncertain. However, while it is premature to accurately predict its full impact the County expects to draw on its available unassigned fund balance. The County currently maintains a healthy reserve with a minimum General Fund balance policy of 35% of the total General Fund budgeted expenditures.



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## **Required Supplementary Information**

**Williamson County, Texas**  
Required Supplementary Information  
Texas County District Retirement System  
Schedule of Changes in the  
Employer's Net Pension Liability and the Related Ratios (Unaudited)

	2018	2017	2016	2015	2014
Total pension liability					
Service cost	\$ 15,804,355	\$ 15,642,518	\$ 17,893,905	\$ 14,815,355	\$ 13,778,283
Interest (on the total pension liability)	35,689,583	32,877,469	31,852,375	29,475,312	24,866,979
Effect of plan changes	19,646,793	-	(67,208,224)	47,337,431	2,458,015
Effect of assumption changes or inputs	-	695,266	-	3,538,388	-
Effect of economic/demographic (gains) or losses	(1,954,916)	779,921	3,219,976	1,861,263	1,438,400
Benefit payments/refunds of contributions	(16,894,915)	(14,039,792)	(11,847,243)	(10,769,887)	(9,052,920)
Net change in total pension liability	52,290,900	35,955,382	(26,089,211)	86,257,862	33,488,757
Total pension liability, beginning of year	433,090,769	397,135,387	423,224,598	336,966,736	303,477,979
<b>Total pension liability, end of year (a)</b>	<b>\$ 485,381,669</b>	<b>\$ 433,090,769</b>	<b>\$ 397,135,387</b>	<b>\$ 423,224,598</b>	<b>\$ 336,966,736</b>
Plan fiduciary net position					
Contributions, employer	\$ 14,528,673	\$ 13,511,821	\$ 12,287,219	\$ 11,916,442	\$ 11,388,189
Contributions, employee	7,295,607	7,104,756	6,714,329	6,511,719	6,237,665
Investment income net of investment expenses	(7,416,183)	50,358,395	23,228,879	(5,233,124)	18,970,796
Benefit payments/refunds of contributions	(16,894,915)	(14,039,792)	(11,847,242)	(10,769,887)	(9,052,920)
Administrative expense	(320,009)	(266,702)	(252,419)	(224,964)	(229,176)
Other	186,405	90,122	1,080,637	133,570	136,544
Net change in plan fiduciary net position	(2,620,422)	56,758,600	31,211,403	2,333,756	27,451,098
Plan fiduciary net position, beginning of year	401,036,377	344,277,777	313,066,374	310,732,618	283,281,520
<b>Plan fiduciary net position, end of year (b)</b>	<b>\$ 398,415,955</b>	<b>\$ 401,036,377</b>	<b>\$ 344,277,777</b>	<b>\$ 313,066,374</b>	<b>\$ 310,732,618</b>
Net pension liability, end of year (a) - (b)	\$ 86,965,714	\$ 32,054,392	\$ 52,857,610	\$ 110,158,224	\$ 26,234,118
Plan fiduciary net position as a percentage of total pension liability	82.08%	92.60%	86.69%	73.97%	92.21%
Covered payroll	\$ 104,222,950	\$ 101,060,813	\$ 95,918,992	\$ 93,024,552	\$ 89,109,498
Net pension liability as a percentage of covered payroll	83.44%	31.72%	55.11%	118.42%	29.44%

**Notes to Schedule:**

As of December 31 - measurement date

Benefit changes. There were no changes of benefit terms that affected measurement of the total pension liability during the measurement period.

Changes of assumptions. Effective with the 2015 calendar year, employer contributions reflect that a 60% CPI COLA was adopted. Effective in the 2017 calendar year, new mortality rate assumptions were adopted, and new Annuity Purchase Rates were reflected for benefits earned after 2017.

Only five years of data are presented in accordance with GASB 68, Paragraph 138. The information for all periods for the 10-year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, that information should be presented for as many years as are available. The schedules should not include information that is not measured in accordance with the requirements of this Statement.

**Williamson County, Texas**  
Required Supplementary Information  
Texas County District Retirement System  
Schedule of Employer Contributions (Unaudited)

	Year Ended September 30,				
	2015	2016	2017	2018	2019
Actuarially determined contribution	\$ 11,388,190	\$ 11,916,442	\$ 11,989,874	\$ 13,511,821	\$ 14,528,673
Contributions in relation to the actuarially determined contribution	11,764,549	12,620,147	13,253,738	14,220,775	15,356,663
<b>Contribution deficiency (excess)</b>	<b>\$ (376,359)</b>	<b>\$ (703,705)</b>	<b>\$ (1,263,864)</b>	<b>\$ (708,954)</b>	<b>\$ (827,990)</b>
Covered payroll	\$ 91,896,896	\$ 98,517,933	\$ 100,107,812	\$ 103,007,285	\$ 109,619,505
Contributions as a percentage of covered payroll	12.8%	12.8%	13.2%	13.8%	14.0%

**Notes to Schedule:**

Actuarially determined contribution rates noted above are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, closed
Remaining amortization period	13.1 years
Asset valuation method	Five year smoothed market
Inflation	2.75%
Salary increases	Variance by age and service. 4.9% over career including inflation.
Investment rate of return	8.00%, net of administrative and investment expenses, including inflation
Retirement age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014..

Only five years of data are presented in accordance with GASB 68, Paragraph 138. "The information for all periods for the ten year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, that information should be presented for as many years as are available. The schedules should not include information that is not measured in accordance with the requirements of this Statement.

**Williamson County, Texas**  
Required Supplementary Information  
Schedule of Changes in the County's  
Net OPEB Liability and the Related Ratios (Unaudited)

	Year Ended September 30, 2019	Year Ended September 30, 2018	Year Ended September 30, 2017
Total OPEB liability			
Service cost	\$ 3,271,064	\$ 3,471,046	\$ 3,715,246
Interest (on the total OPEB liability)	2,158,752	1,851,146	1,531,390
Effect of plan changes	-	-	-
Effect of assumption changes or inputs	(2,525,476)	(2,364,153)	(2,511,244)
Effect of economic/demographic (gains) or losses	5,243,963	-	-
Benefit payments	(2,140,703)	(1,802,933)	(1,628,296)
Net change in total OPEB liability	6,007,600	1,155,106	1,107,096
Total OPEB liability, beginning of year	49,433,125	48,278,019	47,170,923
<b>Total OPEB liability, end of year</b>	<b>\$ 55,440,725</b>	<b>\$ 49,433,125</b>	<b>\$ 48,278,019</b>
Covered payroll	\$ 76,606,137	\$ 101,003,000	\$ 96,932,000
Net pension liability as a percentage of covered payroll	72.37%	48.94%	49.81%

**Notes to Schedule:**

\* Includes a prior period adjustment of \$9,301,253

As of September 30 - measurement date

Changes of assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. In fiscal year 2018, amounts reflect an increase in the discount rate from the beginning of the year from 3.64% to 4.18%. In fiscal year 2019, amounts reflect an increase in the discount rate from the beginning of the year from 4.18% to 2.66%.

Only three years of data are presented in accordance with GASB 75, as the information for all periods for the ten year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, information is presented for as many years as are available. The schedules do not include information that is not measured in accordance with the requirements of GASB 75.

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## **Combining and Individual Fund Statements and Schedules**

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# Williamson County, Texas

## Schedule of Revenues – Budget and Actual

### General Fund

For the Fiscal Year Ended September 30, 2019

	Budgeted Amounts		Actual Amounts	Variance Positive (Negative)
	Original	Final		
Revenues				
Taxes				
Ad valorem taxes	\$ 159,701,111	\$ 159,701,111	\$ 159,405,166	\$ (295,945)
Penalty and interest	1,005,000	1,005,000	997,212	(7,788)
Other taxes	1,491,500	1,491,500	1,786,581	295,081
Total taxes	162,197,611	162,197,611	162,188,959	(8,652)
Fees of office				
County sheriff	284,500	284,500	271,891	(12,609)
County clerk	3,661,800	3,661,800	3,773,420	111,620
Tax assessor/collector	7,065,000	7,065,000	7,674,634	609,634
District clerk	565,000	565,000	646,232	81,232
Justice of the peace, precinct 1	65,400	65,400	83,768	18,368
Justice of the peace, precinct 2	68,900	68,900	95,036	26,136
Justice of the peace, precinct 3	96,500	96,500	113,173	16,673
Justice of the peace, precinct 4	90,600	90,600	86,178	(4,422)
Constable, precinct 1	223,800	223,800	233,415	9,615
Constable, precinct 2	243,000	243,000	248,932	5,932
Constable, precinct 3	300,000	300,000	344,479	44,479
Constable, precinct 4	229,600	229,600	249,684	20,084
Personal bond office	70,100	70,100	63,622	(6,478)
County attorney	45,300	45,300	33,130	(12,170)
Other	523,200	564,200	717,160	152,960
Total fees of office	13,532,700	13,573,700	14,634,754	1,061,054
Fines and forfeitures				
County clerk	566,440	566,440	480,717	(85,723)
District clerk	460,300	460,300	468,399	8,099
Justice of the peace	2,500	2,500	2,376	(124)
Justice of the peace, precinct 1	61,900	61,900	143,410	81,510
Justice of the peace, precinct 2	57,900	57,900	124,236	66,336
Justice of the peace, precinct 3	988,100	988,100	989,152	1,052
Justice of the peace, precinct 4	570,000	570,000	299,126	(270,874)
Total fines and forfeitures	2,707,140	2,707,140	2,507,416	(199,724)
Charges for services				
Emergency medical service	9,040,000	9,040,000	9,006,060	(33,940)
County sheriff	-	-	148,568	148,568
Constables	-	-	12,946	12,946
Parks	502,050	502,050	503,369	1,319
Other	3,503,700	3,503,700	4,153,070	649,370
Total charges for services	13,045,750	13,045,750	13,824,013	778,263
Intergovernmental				
Federal payments in lieu of taxes	70,000	70,000	74,232	4,232
Prisoner payments	60,000	60,000	62,887	2,887
State shared	2,739,315	2,913,893	3,178,457	264,564
Total intergovernmental	2,869,315	3,043,893	3,315,576	271,683
Investment income and other				
Investment income	3,075,000	3,075,000	5,617,671	2,542,671
Other	313,250	415,557	805,469	389,912
Total investment income and other	3,388,250	3,490,557	6,423,140	2,932,583
<b>Total revenues</b>	<b>\$ 197,740,766</b>	<b>\$ 198,058,651</b>	<b>\$ 202,893,858</b>	<b>\$ 4,835,207</b>

# Williamson County, Texas

## Schedule of Expenditures – Budget and Actual

### General Fund

For the Fiscal Year Ended September 30, 2019

	Budgeted Amounts		Actual	Variance
	Original	Final	Amounts	Positive (Negative)
Expenditures				
General government				
County judge	\$ 536,396	\$ 473,280	\$ 431,232	\$ 42,048
Commissioners court	647,852	662,219	552,439	109,780
Commissioners, precinct 1	297,450	297,450	291,980	5,470
Commissioners, precinct 2	321,094	321,137	316,324	4,813
Commissioners, precinct 3	310,448	313,260	309,403	3,857
Commissioners, precinct 4	308,477	309,818	278,662	31,156
County clerk	835,222	811,843	724,912	86,931
Non-departmental	7,217,167	6,103,166	5,712,419	390,747
County auditor	2,819,420	2,821,766	2,702,242	119,524
County treasurer	550,206	550,206	518,961	31,245
Budget office	365,949	376,178	372,481	3,697
Tax assessor/collector	4,081,296	4,077,454	3,842,273	235,181
Infrastructure department	395,710	353,643	335,267	18,376
Office buildings	8,240,987	9,190,365	8,749,601	440,764
Information technology services	9,636,078	9,563,098	8,771,503	791,595
Human resources	1,173,241	1,177,715	1,035,535	142,180
General elections	1,947,417	1,959,960	1,508,572	451,388
Purchasing	922,175	926,612	885,884	40,728
Total general government	40,606,585	40,289,170	37,339,690	2,949,480
Public safety				
Constable, precinct 1	1,312,185	1,313,293	1,263,531	49,762
Constable, precinct 2	1,331,442	1,332,834	1,284,269	48,565
Constable, precinct 3	1,535,104	1,540,925	1,492,706	48,219
Constable, precinct 4	1,400,897	1,403,450	1,328,849	74,601
County sheriff	24,472,897	24,664,120	24,238,853	425,267
Department of public safety	180,726	180,726	169,543	11,183
Jail and law enforcement	25,794,403	25,820,709	24,682,344	1,138,365
Juvenile services	11,819,404	11,857,312	10,575,133	1,282,179
Adult probation	272,965	272,965	247,667	25,298
Emergency services	887,579	589,293	365,327	223,966
Emergency medical services	16,483,062	16,864,343	16,849,497	14,846
Emergency management	606,283	615,506	602,216	13,290
Emergency haz-mat	712,629	728,717	663,874	64,843
Emergency 911 communications	7,258,877	7,323,224	5,921,646	1,401,578
Mobile outreach team	761,262	787,417	773,677	13,740
Wireless communication	389,666	461,559	392,547	69,012
Total public safety	95,219,381	95,756,393	90,851,679	4,904,714
Judicial				
County courts-at-law	1,549,900	1,854,457	1,854,457	-
County court-at-law #1	557,924	572,042	544,147	27,895
County court-at-law #2	501,431	501,434	491,493	9,941
County court-at-law #3	515,441	521,093	493,884	27,209
County court-at-law #4	628,445	628,445	602,932	25,513
District courts	2,830,748	3,454,827	3,454,827	-
26th Judicial court	285,834	286,334	282,478	3,856
277th Judicial court	305,622	305,622	296,339	9,283
368th Judicial court	289,544	289,544	283,145	6,399
395th Judicial court	301,853	301,853	296,126	5,727
425th Judicial court	296,401	296,401	289,531	6,870
District attorney	4,672,321	4,783,560	4,679,763	103,797
District clerk	2,250,598	2,250,598	2,152,911	97,687
Justice court, precinct 1	1,094,695	1,094,694	860,990	233,704
Justice court, precinct 2	1,117,755	1,117,796	1,025,440	92,356
Justice court, precinct 3	1,458,322	1,543,323	1,420,783	122,540
Justice court, precinct 4	1,319,668	1,319,668	1,182,184	137,484

# Williamson County, Texas

## Schedule of Expenditures – Budget and Actual

### General Fund – Continued

For the Fiscal Year Ended September 30, 2019

	Budgeted Amounts		Actual Amounts	Variance Positive (Negative)
	Original	Final		
Expenditures (Continued)				
Judicial (Continued)				
County attorney	\$ 5,415,300	\$ 5,497,865	\$ 5,329,088	\$ 168,777
County clerk	1,228,087	1,251,466	1,230,089	21,377
Magistrate office	918,539	922,227	904,818	17,409
Personal bond office	176,561	175,439	161,345	14,094
Total judicial	27,714,989	28,968,688	27,836,770	1,131,918
Community services				
Veterans service	424,168	431,883	377,708	54,175
Health department	8,328,824	8,330,086	8,310,941	19,145
Agricultural extension service	329,858	331,551	289,578	41,973
Parks department	2,493,258	2,685,439	2,649,873	35,566
Public welfare	1,591,246	1,591,246	1,588,646	2,600
Child welfare	102,450	102,450	87,917	14,533
WC historical commission	1,585	1,585	1,583	2
Onsite sewer services	879,363	886,768	841,106	45,662
Total community services	14,150,752	14,361,008	14,147,352	213,656
Debt service				
Principal	1,062,795	1,062,795	1,062,796	(1)
Interest and other charges	116,065	116,065	116,065	-
Total debt service	1,178,860	1,178,860	1,178,861	(1)
Capital outlay	13,376,482	11,954,183	11,323,425	630,758
<b>Total expenditures</b>	<b>\$ 192,247,049</b>	<b>\$ 192,508,302</b>	<b>\$ 182,677,777</b>	<b>\$ 9,830,525</b>

# Williamson County, Texas

## Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual Debt Service Fund For the Fiscal Year Ended September 30, 2019

	Final	Actual	Variance Positive (Negative)
<b>REVENUES</b>			
Taxes	\$ 106,524,312	\$ 106,271,764	\$ (252,548)
Intergovernmental	113,253	116,508	3,255
Investment earnings	612,667	912,706	300,039
Miscellaneous revenues	-	-	-
Total revenues	107,250,232	107,300,978	50,746
<b>EXPENDITURES</b>			
Debt service			
Principal	71,515,000	71,515,000	-
Interest and other charges	34,120,759	34,104,310	16,449
Payment to bond escrow agent	5,450,147	5,450,147	-
Bond issuance fees	16,506	16,506	-
Total expenditures	111,102,412	111,085,963	16,449
Excess (deficiency) of revenues over (under) expenditures	(3,852,180)	(3,784,985)	67,195
<b>OTHER FINANCING SOURCES (USES)</b>			
Issuance of long-term debt	-	-	-
Transfers in	3,852,180	3,877,000	24,820
Total other financing sources and uses	3,852,180	3,877,000	24,820
Net change in fund balance	-	92,015	92,015
<b>FUND BALANCE, beginning</b>	6,825,012	6,825,012	-
<b>FUND BALANCE, ending</b>	\$ 6,825,012	\$ 6,917,027	\$ 92,015



## Non-major Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of specified revenue sources or to finance specified activities as required by law or administrative regulation.

The following comprise the County's non-major Special Revenue Funds:

**Alternate Dispute Resolution** – This fund was set up to aid in a week long mass mediation session held annually to clear open cases and finalize documentation in question. The monies are spent on mailing notices and coordinating parties who wish to participate in the mediation process.

**Appellate Judicial System Fund** – Each county in the Third Court of Appeals is required to establish an Appellate Judicial Fund to assist the court of appeals in the processing of appeals and to defray costs incurred by the county. Fees are assessed for court cases filed in a county court, county court at law, probate court and district courts.

**Avery Ranch Road District** – Avery Ranch Road District #1 was formed by the Commissioners Court in 2001. The District issues unlimited tax bonds for the purpose of developing roads in the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2025.

**CAMPO** – This fund is set up to account for payroll expenditures associated with CAMPO county employees.

**Child Abuse Prevention Fund** – This fund is used to account for the \$100 fee assessed in certain child sexual assault and related convictions. These funds are to be used for child abuse prevention programs.

**Child Safety** – This fund is used to account for \$1.50 tax collected during the vehicle registration process. These funds are also collected by justice, county, or district courts for violations that occur within a school crossing zone up to \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition.

**Conservation Foundation** – This fund was formed by the Williamson County Commissioners Court in December of 2002, as a pro-active approach to providing for conservation of the recovery of endangered species in the Williamson County area.

**Court Technology** – This fund accounts for money charged to a defendant convicted of a criminal offense in a County or District Court. It is designated for the purpose of financing the purchase of technological enhancements for a county court, statutory court, or district court.

**County Attorney Hot Check** – This fund is used to account for monies received from fees collected on the payment of hot checks. Expenditures are made for the improvement of the operation of the County Attorney's office.

**County Sheriff** – This fund is used to account for jail inmates' purchase of food and toiletry items or other supplies. Expenditures are for the purchase of these items. Any revenue generated may be used for the benefit of the inmate.

**County Sheriff Asset Forfeitures** – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

**County Radio Communications Systems (RCS)** – This fund is used to account for money collected from governmental entities utilizing the countywide radio communication system. The funds are used for operations and maintenance of the system.

**Court Records Preservation** – This fund is used to account for monies collected from fees charged by the County and District Clerks. They are used only to digitize court records and preserve the records from natural disasters.

**Court Reporter** – The clerk of each court that has an official court reporter shall collect a court reporter service fee of \$15 as a court cost in each civil case filed with the clerk to maintain a court reporter who is available for assignment in the court.

**Courthouse Security** – This fund is used to collect court costs of defendants convicted of felony and misdemeanor offenses. The clerks collect the costs and pay them to the County Treasurer where it is designated for security purposes such as metal detectors, identification cards, and surveillance cameras.

**District Attorney Asset Forfeitures** – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

**District Attorney Welfare Fraud** – This fund is used to account for monies received from fees collected from the Health and Human Services Commission for prosecuting welfare fraud cases. Expenditures are made for the prosecution of welfare fraud cases.

**Election Chapter 19** – The state allocates funding based on the number of new, canceled and updated voter registrations processed in the preceding calendar year. These funds are only to be used for any activities designed to enhance the voter registration process.

**Election HAVA** – This fund was created to account for the rental fees collected from the use of voter equipment purchased with funds from the HAVA grant. The use of these fee revenues includes but is not limited to the maintenance, license fees and upgrades for the voting equipment as well as new equipment, training, storage and other costs associated with the operation and maintenance of the voting systems.

**Election Services Contract** – This fund is used to support and contain costs generated from an election. Contracts between political parties and other entities are handled through the court and paid by the contracting party for administering election services.

**Grants** – This fund is used to account for federal and state monies provided for the enhancement of programs not fully funded by the County.

**Guardianship** – This fund is used to account for the collection of a \$20.00 "supplemental court-initiated guardianship fee" required by the State of Texas for support of judiciary guardianship initiated under Section 683 of the Texas Probate Code. The fees are to be used to supplement, not supplant, the compensation of a court-appointed guardian ad litem or attorney ad litem and to fund local guardianship programs for indigent, incapacitated persons who do not have a family member suitable and willing to serve in that capacity.

**Justice Court Technology** – This fund accounts for money charged to a defendant convicted of a misdemeanor in a justice court. It is designated for the purpose of financing the purchase of technological enhancements for a justice court.

**Justice of the Peace Security** – This fund is used to collect court costs of defendants convicted of misdemeanor offenses. The clerks collect the costs and deposit them with the County Treasurer where it is designated for security purposes such as metal detectors, identification cards, and surveillance cameras for justice courts not housed in the County courthouse.

**Juvenile Delinquency Prevention** – This fund is used to repair damage and reward the public for identifying and aiding in the apprehension of offenders who vandalize public and personal property. Funds are also used for recognition and recreation programs for teens; local teen court programs; local juvenile probation department and educational and intervention programs to prevent juveniles from engaging in delinquent conduct.

**Law Library** – Monies collected through civil cases filed in the county or district court are accounted for through this fund. Monies collected are used to support the management and expenditures necessary to maintain law libraries throughout the County.

**Local Provider Participation** – Section 292B of the Texas Health & Safety Code allows Williamson County to create a Local Provider Participation Fund. The county annually sets the rate associated with mandatory provider participation payments from local hospitals. These funds can be spent on certain intergovernmental transfers and indigent care programs as defined by the code.

**Northwoods Road District** – Northwoods Road District was formed by the Commissioners Court in 2011. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Staked Plains Boulevard from Avery Ranch Subdivision to Lakeline Boulevard, and the widening and extension of Lakeline Boulevard to a four lane arterial from Lake Creek east to the Capital Metro right-of-way. The fund is also used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court.

**Pearson Place Road District** – Pearson Place Road District was formed by the Commissioners Court in 2010. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Neenah Avenue within the District and pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court.

**Pretrial Intervention Program** – This fund is used to account for a fee not to exceed \$500, to be used to reimburse the county expenditures related to a defendant's participation in a pretrial intervention program.

**Probate Court** – This fund accounts for fees from all probate court cases filed and used for training for County Courts at Law personnel.

**Records Archive** – This fund was established specifically to support the preservation and restoration services performed by the County Clerk in connection with maintaining archived records. These monies support and will be dedicated to assisting County Clerks with maintaining public documents filed before January 1, 1990.

**Records Management and Preservation** – This fund is compiled of the fees for records management and preservation services performed by the County Clerk and District Clerk. All records are documented, filed and must be paid for at the time the document is filed. This fee may be used for specific records preservation and automation projects.

**Records Management** – This fund is used to account for monies collected from fees charged by the County and District Clerk. These funds are used Countywide for records management, records management training and for the disposal of large quantities of outdated documents.

**Records Technology** – This fund accounts for money charged when filing suit in a district court. It is designated for the purpose of preservation and restoration services performed in connection with maintaining a district court records archive.

**Regional Animal Shelter (WCRAS)** – This fund accounts for the County's percentage share of revenues collected as adoption fees, surrender fees, etc. at the WCRAS. Expenditures are made for the day-to-day operations of the facility. The other regional participants in the shelter share proportionately in the operations cost.

**Specialty Court** – Section 121.00 of the Texas Government Code allows the creation of Specialty Court programs. Williamson County has two active programs, The DWI/Drug Court and Veterans Court. The programs are funded by collection of the court costs of a conviction for certain intoxication and drug related offenses. The fund retains 50% of the total fee to be used exclusively to develop and maintain drug court programs. A service fee of 10% is revenue deposited into the General Fund. The remaining 40% of the total fee is sent to the state.

**Juvenile Justice Alternative Education Program (JJAEP) Tier II** – The Texas Probation Commission provides funding for costs that are reasonable, necessary and directly related to the creation and ongoing operation of a JJAEP to include the purchase of equipment, renovations, or construction. This program is designed to provide an educational setting for students that have been expelled from the public schools. The goal of the program is to reduce delinquency, increase offender accountability, and rehabilitate offenders through a comprehensive, coordinated community-based juvenile probation system.

**Tobacco** – Monies received by the County from the state as pro rata distributions from the lump sum payment made by tobacco companies are accounted for through this fund. The money collected from the state is to be spent on health-related issues.

**Teen Court Program** – The purpose of this fund is to account for the receipt of fees for juveniles who are participating in the Teen Court Program.

**Truancy Program** – This fund is used to account for the collection of a \$5.00 court cost fee allowed by the State of Texas and ordered by the Williamson County Commissioners Court to finance the salary and benefits of a juvenile case manager helping to administer the Truancy Program for the justice courts. The program has been established through cooperation with local governments, school districts and agencies to assist with local truancy cases.

**Unclaimed Juvenile Restitution** – Section 54.0482 of the Texas Family Code requires a separate fund to account for unclaimed juvenile restitution. The funds may be spent only for the same purposes as specified for juvenile state aid.

**WC Historical Commission** – The fund is used to account for the monies received from memorial brick sales and donations to the Williamson County Historical Commission. The funds can be used for county historic preservation.

**WM – City of Hutto and Hutto ISD** – Monies received from the Contractor of the Williamson County Landfill to be expended for the benefit of the City of Hutto and Hutto ISD. Contractor pays 2% of the total Tip Fees collected.

**WM – Community Recreational Facility** – Monies received from the Contractor of the Williamson County Landfill to pay for recreational facility use within Williamson County. Contractor pays 1% of the total Tip Fees collected.

**WM – Future Environmental Liability** – Monies received from the Contractor of the Williamson County Landfill to pay for any environmental liability related to the Landfill beyond those costs covered by closure and post-closure trust funds. Contractor pays 2% of the total Tip Fees collected.

**WM – Master Site Development** – Monies received from the Contractor of the Williamson County Landfill to pay for site development of the facility. Contractor pays 1% of the total Tip Fees collected.

**Williamson County, Texas**  
Combining Balance Sheet  
Non-major Special Revenue Funds  
September 30, 2019

	Alternate Dispute Resolution	Appellate Judicial System	Avery Ranch Road District	CAMPO	Child Abuse Prevention	Child Safety	Conservation Foundation
<b>ASSETS</b>							
Cash and investments	\$ 356,166	\$ 3,522	\$ 341,135	\$ -	\$ 1,496	\$ 758,960	\$ 3,025,237
Accounts receivable (net of allowance)	405	705	3,932	43,278	23	-	14,208
Due from other funds	-	-	-	-	-	-	-
Due from other governments	-	-	-	321,791	-	-	-
Prepays	-	-	-	-	-	-	3,960
<b>TOTAL ASSETS</b>	<b>\$ 356,571</b>	<b>\$ 4,227</b>	<b>\$ 345,067</b>	<b>\$ 365,069</b>	<b>\$ 1,519</b>	<b>\$ 758,960</b>	<b>\$ 3,043,405</b>
<b>LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES</b>							
<b>LIABILITIES</b>							
Accounts payable	\$ 320	\$ 3,522	\$ -	\$ -	\$ -	\$ -	\$ 55,947
Accrued liabilities	-	-	-	43,278	-	-	5,256
Due to other funds	-	-	-	321,791	-	-	-
Due to other governments	-	-	-	-	-	-	-
Unearned revenue	-	-	-	-	-	-	-
Total liabilities	320	3,522	-	365,069	-	-	61,203
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Deferred revenues	-	-	3,655	-	-	-	-
Total deferred inflows of resources	-	-	3,655	-	-	-	-
<b>FUND BALANCES</b>							
Nonspendable	-	-	-	-	-	-	3,960
Restricted	356,251	705	341,412	-	1,519	758,960	2,978,242
Unassigned	-	-	-	-	-	-	-
Total fund balances	356,251	705	341,412	-	1,519	758,960	2,982,202
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>	<b>\$ 356,571</b>	<b>\$ 4,227</b>	<b>\$ 345,067</b>	<b>\$ 365,069</b>	<b>\$ 1,519</b>	<b>\$ 758,960</b>	<b>\$ 3,043,405</b>



Court Technology	County Attorney Hot Check	County Sheriff	County Sheriff Asset Forfeitures	County Radio Communications System (RCS)	Court Records Preservation	Court Reporter	Courthouse Security	District Attorney Asset Forfeitures
\$ 97,244	\$ -	\$ 2,199,314	\$ 1,080,887	\$ 870,461	\$ 721,532	\$ 275,662	\$ 379,569	\$ 716,254
337	-	-	-	-	1,575	2,025	3,732	19,072
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	1,803	-	-	-	6,038
<u>\$ 97,581</u>	<u>\$ -</u>	<u>\$ 2,199,314</u>	<u>\$ 1,080,887</u>	<u>\$ 872,264</u>	<u>\$ 723,107</u>	<u>\$ 277,687</u>	<u>\$ 383,301</u>	<u>\$ 741,364</u>
\$ -	\$ -	\$ -	\$ 34,734	\$ 203,431	\$ 138,869	\$ 15,451	\$ -	\$ 1,060
-	-	-	-	5,945	-	-	4,202	420
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	2,367	-	-	-	-
-	-	-	34,734	211,743	138,869	15,451	4,202	1,480
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	1,803	-	-	-	6,038
97,581	-	2,199,314	1,046,153	658,718	584,238	262,236	379,099	733,846
-	-	-	-	-	-	-	-	-
<u>97,581</u>	<u>-</u>	<u>2,199,314</u>	<u>1,046,153</u>	<u>660,521</u>	<u>584,238</u>	<u>262,236</u>	<u>379,099</u>	<u>739,884</u>
<u>\$ 97,581</u>	<u>\$ -</u>	<u>\$ 2,199,314</u>	<u>\$ 1,080,887</u>	<u>\$ 872,264</u>	<u>\$ 723,107</u>	<u>\$ 277,687</u>	<u>\$ 383,301</u>	<u>\$ 741,364</u>

**Williamson County, Texas**  
Combining Balance Sheet – Continued  
Non-major Special Revenue Funds  
September 30, 2019

	District Attorney Welfare Fraud	Election Chapter 19	Election HAVA	Election Services Contract	Grants	Guardianship	Justice Court Technology
<b>ASSETS</b>							
Cash and investments	\$ 1,339	\$ -	\$ 966,486	\$ 399,343	\$ -	\$ 149,381	\$ 333,119
Accounts receivable (net of allowance)	-	-	-	-	-	380	911
Due from other funds	-	-	-	-	-	-	-
Due from other governments	-	-	-	-	889,921	-	-
Prepays	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>\$ 1,339</b>	<b>\$ -</b>	<b>\$ 966,486</b>	<b>\$ 399,343</b>	<b>\$ 889,921</b>	<b>\$ 149,761</b>	<b>\$ 334,030</b>
<b>LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES</b>							
<b>LIABILITIES</b>							
Accounts payable	\$ -	\$ -	\$ -	\$ 6,000	\$ 155,788	\$ -	\$ 11,362
Accrued liabilities	-	-	-	-	71,078	-	-
Due to other funds	-	-	-	-	117,523	-	-
Due to other governments	-	-	-	-	256,523	-	-
Unearned revenue	-	-	-	3,359	289,009	-	-
Total liabilities	-	-	-	9,359	889,921	-	11,362
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Deferred revenues	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-
<b>FUND BALANCES</b>							
Nonspendable	-	-	-	-	-	-	-
Restricted	1,339	-	966,486	389,984	-	149,761	322,668
Unassigned	-	-	-	-	-	-	-
Total fund balances	1,339	-	966,486	389,984	-	149,761	322,668
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>	<b>\$ 1,339</b>	<b>\$ -</b>	<b>\$ 966,486</b>	<b>\$ 399,343</b>	<b>\$ 889,921</b>	<b>\$ 149,761</b>	<b>\$ 334,030</b>

Justice of the Peace Security	Juvenile Delinquency Prevention	Law Library	Local Provider Participation	Northwoods Road District	Pearson Place Road District	Pretrial Intervention Program	Probate Court	Records Archive
\$ 151,379	\$ 8,170	\$ 567,170	\$ 4,149,373	\$ 278,777	\$ 995,454	\$ 35,580	\$ 59,739	\$ 2,309,357
228	-	4,230	152,520	909	76	5,080	95	9,741
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
<u>\$ 151,607</u>	<u>\$ 8,170</u>	<u>\$ 571,400</u>	<u>\$ 4,301,893</u>	<u>\$ 279,686</u>	<u>\$ 995,530</u>	<u>\$ 40,660</u>	<u>\$ 59,834</u>	<u>\$ 2,319,098</u>
\$ 76	\$ -	\$ 16,418	\$ -	\$ -	\$ -	\$ 40,660	\$ -	\$ 278,791
-	-	-	-	-	-	-	-	8,756
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
76	-	16,418	-	-	-	40,660	-	287,547
-	-	-	-	909	76	-	-	-
-	-	-	-	909	76	-	-	-
-	-	-	-	-	-	-	-	-
151,531	8,170	554,982	4,301,893	278,777	995,454	-	59,834	2,031,551
-	-	-	-	-	-	-	-	-
<u>151,531</u>	<u>8,170</u>	<u>554,982</u>	<u>4,301,893</u>	<u>278,777</u>	<u>995,454</u>	<u>-</u>	<u>59,834</u>	<u>2,031,551</u>
<u>\$ 151,607</u>	<u>\$ 8,170</u>	<u>\$ 571,400</u>	<u>\$ 4,301,893</u>	<u>\$ 279,686</u>	<u>\$ 995,530</u>	<u>\$ 40,660</u>	<u>\$ 59,834</u>	<u>\$ 2,319,098</u>

# Williamson County, Texas

## Combining Balance Sheet – Continued

### Non-major Special Revenue Funds

September 30, 2019

	Records Management and Preservation	Records Management	Records Technology	Regional Animal Shelter (WCRAS)	Specialty Court	JJAEP Tier II	Tobacco
<b>ASSETS</b>							
Cash and investments	\$ 4,223,248	\$ 633,060	\$ 236,848	\$ 462,639	\$ 190,066	\$ 375,176	\$ 5,292,725
Accounts receivable (net of allowance)	20,582	2,916	1,140	309,122	-	-	9,890
Due from other funds	-	-	-	-	-	-	-
Due from other governments	-	-	-	-	-	-	-
Prepays	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>\$ 4,243,830</b>	<b>\$ 635,976</b>	<b>\$ 237,988</b>	<b>\$ 771,761</b>	<b>\$ 190,066</b>	<b>\$ 375,176</b>	<b>\$ 5,302,615</b>
<b>LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES</b>							
<b>LIABILITIES</b>							
Accounts payable	\$ 3,447	\$ 12,263	\$ -	\$ 58,496	\$ 1,004	\$ 1,081	\$ -
Accrued liabilities	14,404	-	511	44,427	1,158	1,674	12,678
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	3,345	-	-	-
Unearned revenue	-	-	-	-	-	-	-
Total liabilities	17,851	12,263	511	106,268	2,162	2,755	12,678
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Deferred revenues	-	-	-	306,831	-	-	-
Total deferred inflows of resources	-	-	-	306,831	-	-	-
<b>FUND BALANCES</b>							
Nonspendable	-	-	-	-	-	-	-
Restricted	4,225,979	623,713	237,477	358,662	187,904	372,421	5,289,937
Unassigned	-	-	-	-	-	-	-
Total fund balances	4,225,979	623,713	237,477	358,662	187,904	372,421	5,289,937
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>	<b>\$ 4,243,830</b>	<b>\$ 635,976</b>	<b>\$ 237,988</b>	<b>\$ 771,761</b>	<b>\$ 190,066</b>	<b>\$ 375,176</b>	<b>\$ 5,302,615</b>

Teen Court Program	Truancy Program	Unclaimed Juvenile Restitution	WC Historical Commission	WM - City of Hutto and Hutto ISD	WM- Community Recreation Facility	WM - Future Environmental Liability	WM - Master Site Development	Total Governmental Funds
\$ 1,582	\$ 371,765	\$ 12,362	\$ 7,676	\$ 413,548	\$ 647,282	\$ 2,259,757	\$ 120,005	\$ 36,479,845
-	1,138	-	-	-	-	20,700	-	628,950
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	1,211,712
-	-	-	-	-	-	-	-	11,801
<u>\$ 1,582</u>	<u>\$ 372,903</u>	<u>\$ 12,362</u>	<u>\$ 7,676</u>	<u>\$ 413,548</u>	<u>\$ 647,282</u>	<u>\$ 2,280,457</u>	<u>\$ 120,005</u>	<u>\$ 38,332,308</u>
\$ 57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,038,777
-	1,514	-	-	-	-	-	-	215,301
-	-	-	-	-	-	-	-	439,314
-	-	-	-	-	-	-	-	259,868
-	-	-	-	-	-	-	-	294,735
57	1,514	-	-	-	-	-	-	2,247,995
-	-	-	-	-	-	-	-	311,471
-	-	-	-	-	-	-	-	311,471
-	-	-	-	-	-	-	-	11,801
1,525	371,389	12,362	7,676	413,548	647,282	2,280,457	120,005	35,761,041
-	-	-	-	-	-	-	-	-
1,525	371,389	12,362	7,676	413,548	647,282	2,280,457	120,005	35,772,842
<u>\$ 1,582</u>	<u>\$ 372,903</u>	<u>\$ 12,362</u>	<u>\$ 7,676</u>	<u>\$ 413,548</u>	<u>\$ 647,282</u>	<u>\$ 2,280,457</u>	<u>\$ 120,005</u>	<u>\$ 38,332,308</u>

# Williamson County, Texas

## Combining Statement of Revenues, Expenditures and Changes in Fund Balances Non-major Special Revenue Funds For the Fiscal Year Ended September 30, 2019

	Alternate Dispute Resolution	Appellate Judicial System	Avery Ranch Road District	CAMPO	Child Abuse Prevention	Child Safety	Conservation Foundation
<b>REVENUES</b>							
Taxes	\$ -	\$ -	\$ 1,211,722	\$ -	\$ -	\$ -	\$ -
Fees of office	25,336	44,262	-	-	386	758,959	-
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Investment earnings	5,283	-	26,474	-	-	8,469	128,270
Miscellaneous	-	-	-	1,651,371	-	-	2,200,680
Total revenues	30,619	44,262	1,238,196	1,651,371	386	767,428	2,328,950
<b>EXPENDITURES</b>							
Current							
General government	-	-	15,625	1,618,464	-	-	-
Public safety	-	-	-	-	-	-	-
Judicial	4,661	44,122	-	-	-	-	-
Community services	-	-	-	-	-	726,264	-
Conservation	-	-	-	-	-	-	570,742
Transportation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	1,040,000	-	-	-	-
Interest and other charges	-	-	175,916	-	-	-	-
Bond issuance fees	-	-	131,711	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	4,661	44,122	1,363,252	1,618,464	-	726,264	570,742
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	25,958	140	(125,056)	32,907	386	41,164	1,758,208
<b>OTHER FINANCING SOURCES (USES)</b>							
Issuance of long-term debt	-	-	3,550,000	-	-	-	-
Premium on issuance of long-term debt	-	-	238,925	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Payment to bond escrow agent	-	-	(3,696,000)	-	-	-	-
Transfers in	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	(2,308,205)
Total other financing sources and uses	-	-	92,925	-	-	-	(2,308,205)
<b>NET CHANGE IN FUND BALANCES</b>	25,958	140	(32,131)	32,907	386	41,164	(549,997)
<b>FUND BALANCES, BEGINNING</b>	330,293	565	373,543	(32,907)	1,133	717,796	3,532,199
<b>FUND BALANCES, ENDING</b>	\$ 356,251	\$ 705	\$ 341,412	\$ -	\$ 1,519	\$ 758,960	\$ 2,982,202



Court Technology	County Attorney Hot Check	County Sheriff	County Sheriff Asset Forfeitures	County Radio Communications System (RCS)	Court Records Preservation	Court Reporter	Courthouse Security	District Attorney Asset Forfeitures
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7,790	10,471	-	-	-	94,658	126,680	219,388	-
-	-	-	571,772	-	-	-	-	189,611
-	-	503,287	-	1,438,702	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	35,919	19,271	-	-	7,102	3,065	16,442
-	8	-	-	7,340	-	-	-	1,377
7,790	10,479	539,206	591,043	1,446,042	94,658	133,782	222,453	207,430
-	-	-	-	-	-	-	-	-
-	-	156,752	528,779	1,160,090	-	-	-	-
-	-	-	-	-	143,453	57,522	160,310	131,531
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	247,080	195,000	-	-	-	-
-	-	156,752	775,859	1,355,090	143,453	57,522	160,310	131,531
7,790	10,479	382,454	(184,816)	90,952	(48,795)	76,260	62,143	75,899
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	(10,479)	-	(2,152)	-	-	-	-	-
-	(10,479)	-	(2,152)	-	-	-	-	-
7,790	-	382,454	(186,968)	90,952	(48,795)	76,260	62,143	75,899
89,791	-	1,816,860	1,233,121	569,569	633,033	185,976	316,956	663,985
\$ 97,581	\$ -	\$2,199,314	\$ 1,046,153	\$ 660,521	\$ 584,238	\$ 262,236	\$ 379,099	\$ 739,884

# Williamson County, Texas

## Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued Non-major Special Revenue Funds For the Fiscal Year Ended September 30, 2019

	District Attorney Welfare Fraud	Election Chapter 19	Election HAVA	Election Services Contract	Grants	Guardianship	Justice Court Technology
<b>REVENUES</b>							
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fees of office	-	-	-	917,922	-	32,879	56,114
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Intergovernmental	-	43,572	-	-	3,903,706	-	-
Investment earnings	-	-	-	-	11,666	-	7,405
Miscellaneous	-	-	-	13	28,262	-	-
Total revenues	-	43,572	-	917,935	3,943,634	32,879	63,519
<b>EXPENDITURES</b>							
Current							
General government	-	43,572	-	608,949	1,007,238	-	-
Public safety	-	-	-	-	2,406,047	-	-
Judicial	-	-	-	-	21,429	18,000	84,139
Community services	-	-	-	-	459,925	-	-
Conservation	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	-	-	-	-	-
Interest and other charges	-	-	-	-	-	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	-	-	20,685	72,072	-	-
Total expenditures	-	43,572	-	629,634	3,966,711	18,000	84,139
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	-	-	-	288,301	(23,077)	14,879	(20,620)
<b>OTHER FINANCING SOURCES (USES)</b>							
Issuance of long-term debt	-	-	-	-	-	-	-
Premium on issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Payment to bond escrow agent	-	-	-	-	-	-	-
Transfers in	-	-	272,582	74,767	23,077	-	-
Transfers out	-	-	(200,000)	(347,349)	-	-	-
Total other financing sources and uses	-	-	72,582	(272,582)	23,077	-	-
<b>NET CHANGE IN FUND BALANCES</b>	-	-	72,582	15,719	-	14,879	(20,620)
<b>FUND BALANCES, BEGINNING</b>	1,339	-	893,904	374,265	-	134,882	343,288
<b>FUND BALANCES, ENDING</b>	\$ 1,339	\$ -	\$ 966,486	\$ 389,984	\$ -	\$ 149,761	\$ 322,668

Justice of the Peace Security	Juvenile Delinquency Prevention	Law Library	Local Provider Participation	Northwoods Road District	Pearson Place Road District	Pretrial Intervention Program	Probate Court	Records Archive
\$ -	\$ -	\$ -	\$ 13,746,560	\$ 682,146	\$ 280,392	\$ -	\$ -	\$ -
14,005	-	265,571	-	-	-	-	8,125	593,610
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	253,400	-	-
-	-	-	-	-	-	-	-	-
-	-	7,229	123,203	24,027	28,701	-	-	46,918
-	-	-	-	-	-	-	-	10,320
14,005	-	272,800	13,869,763	706,173	309,093	253,400	8,125	650,848
-	-	-	-	2,005,830	6,912	-	-	594,063
-	-	-	-	-	-	-	-	-
1,536	-	153,078	-	-	-	253,400	2,423	-
-	-	-	26,122,675	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	365,000	160,000	-	-	-
-	-	-	-	378,453	165,700	-	-	-
-	-	-	-	113,976	-	-	-	-
-	-	-	-	-	-	-	-	-
1,536	-	153,078	26,122,675	2,863,259	332,612	253,400	2,423	594,063
12,469	-	119,722	(12,252,912)	(2,157,086)	(23,519)	-	5,702	56,785
-	-	-	-	2,345,000	-	-	-	-
-	-	-	-	46,081	-	-	-	-
-	-	-	-	(12,594)	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	2,378,487	-	-	-	-
12,469	-	119,722	(12,252,912)	221,401	(23,519)	-	5,702	56,785
139,062	8,170	435,260	16,554,805	57,376	1,018,973	-	54,132	1,974,766
\$ 151,531	\$ 8,170	\$ 554,982	\$ 4,301,893	\$ 278,777	\$ 995,454	\$ -	\$ 59,834	\$ 2,031,551

# Williamson County, Texas

## Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued Non-major Special Revenue Funds For the Fiscal Year Ended September 30, 2019

	Records Management and Preservation	Records Management	Records Technology	Regional Animal Shelter (WCRAS)	Specialty Court	JJAEP Tier II	Tobacco
<b>REVENUES</b>							
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fees of office	1,280,231	96,268	63,255	229,555	32,019	-	-
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Intergovernmental	-	-	-	823,841	-	136,584	413,293
Investment earnings	46,215	10,183	-	-	-	-	132,894
Miscellaneous	-	1,126	-	485,146	11,502	-	1,161,398
Total revenues	1,326,446	107,577	63,255	1,538,542	43,521	136,584	1,707,585
<b>EXPENDITURES</b>							
Current							
General government	701,297	56,684	11,514	-	-	-	-
Public safety	-	-	-	-	-	41,271	-
Judicial	-	-	-	-	26,325	-	-
Community services	-	-	-	2,393,890	-	-	346,811
Conservation	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	-	-	-	-	-
Interest and other charges	-	-	-	-	-	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	4,600	-	28,080	-	-	-
Total expenditures	701,297	61,284	11,514	2,421,970	26,325	41,271	346,811
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	625,149	46,293	51,741	(883,428)	17,196	95,313	1,360,774
<b>OTHER FINANCING SOURCES (USES)</b>							
Issuance of long-term debt	-	-	-	-	-	-	-
Premium on issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Payment of bond escrow agent	-	-	-	-	-	-	-
Transfers in	-	-	-	916,402	6,249	-	-
Transfers out	-	-	-	-	-	(40,000)	(150,000)
Total other financing sources and uses	-	-	-	916,402	6,249	(40,000)	(150,000)
<b>NET CHANGE IN FUND BALANCES</b>	625,149	46,293	51,741	32,974	23,445	55,313	1,210,774
<b>FUND BALANCES, BEGINNING</b>	3,600,830	577,420	185,736	325,688	164,459	317,108	4,079,163
<b>FUND BALANCES, ENDING</b>	\$ 4,225,979	\$ 623,713	\$ 237,477	\$ 358,662	\$ 187,904	\$ 372,421	\$ 5,289,937

Teen Court Program	Truancy Program	Unclaimed Juvenile Restitution	WC Historical Commission	WM - City of Hutto and Hutto ISD	WM - Community Recreation Facility	WM - Future Environmental Liability	WM - Master Site Development	Total Governmental Funds
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,920,820
316	87,821	-	-	-	-	-	-	4,965,621
-	-	-	-	-	-	-	-	761,383
-	-	-	-	-	-	-	-	2,195,389
-	-	-	-	-	-	-	-	5,320,996
-	-	890	-	-	14,095	59,855	13,501	777,077
3,000	-	2,555	3,500	347,319	173,675	347,319	173,675	6,609,586
3,316	87,821	3,445	3,500	347,319	187,770	407,174	187,176	36,550,872
-	-	-	-	-	-	-	-	6,670,148
-	-	-	-	-	-	-	-	4,292,939
3,368	60,775	-	-	-	-	-	-	1,166,072
-	-	-	1,934	150,000	134,341	-	-	30,335,840
-	-	-	-	-	-	-	-	570,742
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	1,565,000
-	-	-	-	-	-	-	-	720,069
-	-	-	-	-	-	-	-	245,687
-	-	-	-	-	-	-	933,246	1,500,763
3,368	60,775	-	1,934	150,000	134,341	-	933,246	47,067,260
(52)	27,046	3,445	1,566	197,319	53,429	407,174	(746,070)	(10,516,388)
-	-	-	-	-	-	-	-	5,895,000
-	-	-	-	-	-	-	-	285,006
-	-	-	-	-	-	-	-	(12,594)
-	-	-	-	-	-	-	-	(3,696,000)
-	-	-	-	-	-	-	-	1,293,077
-	-	-	-	(4,145)	-	-	-	(3,062,330)
-	-	-	-	(4,145)	-	-	-	702,159
(52)	27,046	3,445	1,566	193,174	53,429	407,174	(746,070)	(9,814,229)
1,577	344,343	8,917	6,110	220,374	593,853	1,873,283	866,075	45,587,071
\$ 1,525	\$ 371,389	\$ 12,362	\$ 7,676	\$ 413,548	\$ 647,282	\$ 2,280,457	\$ 120,005	\$ 35,772,842

## Williamson County, Texas

### Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual Alternate Dispute Resolution For the Fiscal Year Ended September 30, 2019

	<u>Final</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
<b>REVENUES</b>			
Fees of office	\$ 22,000	\$ 25,336	\$ 3,336
Investment earnings	3,600	5,283	1,683
	<u>25,600</u>	<u>30,619</u>	<u>5,019</u>
<b>EXPENDITURES</b>			
Current			
Judicial	8,771	4,661	4,110
	<u>8,771</u>	<u>4,661</u>	<u>4,110</u>
Total expenditures			
	<u>8,771</u>	<u>4,661</u>	<u>4,110</u>
Net change in fund balance	16,829	25,958	9,129
<b>FUND BALANCE, beginning</b>	<u>330,293</u>	<u>330,293</u>	<u>-</u>
<b>FUND BALANCE, ending</b>	<u>\$ 347,122</u>	<u>\$ 356,251</u>	<u>\$ 9,129</u>



**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Avery Ranch Road District  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Taxes	\$ 1,220,691	\$ 1,211,722	\$ (8,969)
Investment earnings	22,000	26,474	4,474
Total revenues	1,242,691	1,238,196	(4,495)
<b>EXPENDITURES</b>			
Current			
General government	17,350	15,625	1,725
Debt service			
Principal	1,040,000	1,040,000	-
Interest and other charges	227,166	175,916	51,250
Bond issuance fees	131,842	131,711	131
Total expenditures	1,416,358	1,363,252	53,106
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(173,667)	(125,056)	48,611
<b>OTHER FINANCING SOURCES (USES)</b>			
Issuance of long-term debt	3,550,000	3,550,000	-
Premium on issuance of long-term debt	238,925	238,925	-
Payment to bond escrow agent	(3,696,000)	(3,696,000)	-
Total other financing sources and (uses)	92,925	92,925	-
Net change in fund balance	(80,742)	(32,131)	48,611
<b>FUND BALANCE, beginning</b>	373,543	373,543	-
<b>FUND BALANCE, ending</b>	\$ 292,801	\$ 341,412	\$ 48,611

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
CAMPO  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Miscellaneous	\$ 2,066,189	\$ 1,651,371	\$ (414,818)
Total revenues	2,066,189	1,651,371	(414,818)
<b>EXPENDITURES</b>			
Current			
General government	2,066,189	1,618,464	447,725
Total expenditures	2,066,189	1,618,464	447,725
Net change in fund balance	-	32,907	32,907
<b>FUND BALANCE, beginning</b>	(32,907)	(32,907)	-
<b>FUND BALANCE, ending</b>	\$ (32,907)	\$ -	\$ 32,907

**Williamson County, Texas****Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Conservation Foundation  
For the Fiscal Year Ended September 30, 2019**

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Investment earnings	\$ -	\$ 128,270	\$ 128,270
Miscellaneous	5,560	2,200,680	2,195,120
Total revenues	5,560	2,328,950	2,323,390
<b>EXPENDITURES</b>			
Current			
Conservation	584,409	570,742	13,667
Total expenditures	584,409	570,742	13,667
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(578,849)	1,758,208	2,337,057
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers out	(2,308,206)	(2,308,205)	1
Total other financing sources and uses	(2,308,206)	(2,308,205)	1
Net change in fund balance	(2,887,055)	(549,997)	2,337,058
<b>FUND BALANCE, beginning</b>	3,532,199	3,532,199	-
<b>FUND BALANCE, ending</b>	\$ 645,144	\$ 2,982,202	\$ 2,337,058

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Court Technology  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 8,100	\$ 7,790	\$ (310)
Total revenues	8,100	7,790	(310)
<b>EXPENDITURES</b>			
Total expenditures	-	-	-
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	8,100	7,790	(310)
<b>OTHER FINANCING USES</b>			
Transfers out	-	-	-
Total other financing sources and uses	-	-	-
Net change in fund balance	8,100	7,790	(310)
<b>FUND BALANCE, beginning</b>	89,791	89,791	-
<b>FUND BALANCE, ending</b>	\$ 97,891	\$ 97,581	\$ (310)

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
County Attorney Hot Check  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 10,480	\$ 10,471	\$ (9)
Miscellaneous	-	8	8
Total revenues	10,480	10,479	(1)
<b>EXPENDITURES</b>			
Total expenditures	-	-	-
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	10,480	10,479	(1)
<b>OTHER FINANCING USES</b>			
Transfers out	(10,480)	(10,479)	1
Total other financing sources and uses	(10,480)	(10,479)	1
Net change in fund balance	-	-	-
<b>FUND BALANCE, beginning</b>	-	-	-
<b>FUND BALANCE, ending</b>	\$ -	\$ -	\$ -

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
County Sheriff Asset Forfeiture  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fines and forfeitures	\$ -	\$ 571,772	\$ 571,772
Investment earnings	-	19,271	19,271
Total revenues	-	591,043	591,043
<b>EXPENDITURES</b>			
Current			
Public safety	723,691	528,779	194,912
Capital outlay	564,751	247,080	317,671
Total expenditures	1,288,442	775,859	512,583
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(1,288,442)	(184,816)	1,103,626
<b>OTHER FINANCING USES</b>			
Transfers out	(2,152)	(2,152)	-
Total other financing sources and uses	(2,152)	(2,152)	-
Net change in fund balance	(1,290,594)	(186,968)	1,103,626
<b>FUND BALANCE, beginning</b>	1,233,121	1,233,121	-
<b>FUND BALANCE, ending</b>	\$ (57,473)	\$ 1,046,153	\$ 1,103,626



**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
County Radio Communications System (RCS)  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Charges for services	\$ 1,351,918	\$ 1,438,702	\$ 86,784
Miscellaneous	7,165	7,340	175
Total revenues	1,359,083	1,446,042	86,959
<b>EXPENDITURES</b>			
Current			
Public safety	1,359,083	1,160,090	198,993
Capital outlay	195,000	195,000	-
Total expenditures	1,554,083	1,355,090	198,993
Net change in fund balance	(195,000)	90,952	285,952
<b>FUND BALANCE, beginning</b>	569,569	569,569	-
<b>FUND BALANCE, ending</b>	\$ 374,569	\$ 660,521	\$ 285,952

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Court Records Preservation  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 81,700	\$ 94,658	\$ 12,958
Total revenues	81,700	94,658	12,958
<b>EXPENDITURES</b>			
Current			
General government	325,500	143,453	182,047
Total expenditures	325,500	143,453	182,047
Net change in fund balance	(243,800)	(48,795)	195,005
<b>FUND BALANCE, beginning</b>	633,033	633,033	-
<b>FUND BALANCE, ending</b>	\$ 389,233	\$ 584,238	\$ 195,005

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Court Reporter  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 108,000	\$ 126,680	\$ 18,680
Investment earnings	18,000	7,102	(10,898)
Total revenues	126,000	133,782	7,782
<b>EXPENDITURES</b>			
Current			
Judicial	60,856	57,522	3,334
Total expenditures	60,856	57,522	3,334
Net change in fund balance	65,144	76,260	11,116
<b>FUND BALANCE, beginning</b>	185,976	185,976	-
<b>FUND BALANCE, ending</b>	\$ 251,120	\$ 262,236	\$ 11,116

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Courthouse Security  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 210,000	\$ 219,388	\$ 9,388
Investment earnings	2,100	3,065	965
Total revenues	212,100	222,453	10,353
 <b>EXPENDITURES</b>			
Current			
Judicial	181,033	160,310	20,723
Total expenditures	181,033	160,310	20,723
Net change in fund balance	31,067	62,143	31,076
 <b>FUND BALANCE, beginning</b>	316,956	316,956	-
<b>FUND BALANCE, ending</b>	\$ 348,023	\$ 379,099	\$ 31,076

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
District Attorney Asset Forfeitures  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fines and forfeitures	\$ -	\$ 189,611	\$ 189,611
Investment earnings	-	16,442	16,442
Miscellaneous	-	1,377	1,377
Total revenues	-	207,430	207,430
<b>EXPENDITURES</b>			
Current			
Judicial	174,471	131,531	42,940
Total expenditures	174,471	131,531	42,940
Net change in fund balance	(174,471)	75,899	250,370
<b>FUND BALANCE, beginning</b>	663,985	663,985	-
<b>FUND BALANCE, ending</b>	\$ 489,514	\$ 739,884	\$ 250,370

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Election Chapter 19  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Intergovernmental	\$ 67,600	\$ 43,572	\$ (24,028)
Total revenues	67,600	43,572	(24,028)
<b>EXPENDITURES</b>			
Current			
General government	67,600	43,572	24,028
Total expenditures	67,600	43,572	24,028
Net change in fund balance	-	-	-
<b>FUND BALANCE, beginning</b>	-	-	-
<b>FUND BALANCE, ending</b>	\$ -	\$ -	\$ -



**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Election HAVA  
For the Fiscal Year Ended September 30, 2019

	<u>Final</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
<b>REVENUES</b>	\$ -	\$ -	\$ -
<b>EXPENDITURES</b>			
Current			
General government	100,000	-	100,000
Total expenditures	100,000	-	100,000
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(100,000)	-	100,000
<b>OTHER FINANCING SOURCES</b>			
Transfers In	-	272,582	272,582
Transfers Out	(200,000)	(200,000)	-
Total other financing sources and uses	(200,000)	72,582	272,582
Net change in fund balance	(300,000)	72,582	372,582
<b>FUND BALANCE, beginning</b>	893,904	893,904	-
<b>FUND BALANCE, ending</b>	\$ 593,904	\$ 966,486	\$ 372,582

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Election Services Contract  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 212,375	\$ 917,922	\$ 705,547
Miscellaneous	-	13	13
Total revenues	212,375	917,935	705,560
<b>EXPENDITURES</b>			
Current			
General government	818,959	608,949	210,010
Capital outlay	20,685	20,685	-
Total expenditures	839,644	629,634	210,010
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(627,269)	288,301	915,570
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers in	-	74,767	74,767
Transfers out	(347,349)	(347,349)	-
Total other financing sources and uses	(347,349)	(272,582)	74,767
Net change in fund balance	(974,618)	15,719	990,337
<b>FUND BALANCE, beginning</b>	374,265	374,265	-
<b>FUND BALANCE, ending</b>	\$ (600,353)	\$ 389,984	\$ 990,337

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Guardianship  
For the Fiscal Year Ended September 30, 2019

	<u>Final</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
<b>REVENUES</b>			
Fees of office	\$ 30,000	\$ 32,879	\$ 2,879
Total revenues	30,000	32,879	2,879
<b>EXPENDITURES</b>			
Current			
Judicial	18,000	18,000	-
Total expenditures	18,000	18,000	-
Net change in fund balance	12,000	14,879	2,879
<b>FUND BALANCE, beginning</b>	134,882	134,882	-
<b>FUND BALANCE, ending</b>	<u>\$ 146,882</u>	<u>\$ 149,761</u>	<u>\$ 2,879</u>

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Justice Court Technology  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 57,300	\$ 56,114	\$ (1,186)
Investment earnings	7,250	7,405	155
Total revenues	64,550	63,519	(1,031)
<b>EXPENDITURES</b>			
Current			
Judicial	142,155	84,139	58,016
Capital outlay	17,500	-	17,500
Total expenditures	159,655	84,139	75,516
Net change in fund balance	(95,105)	(20,620)	74,485
<b>FUND BALANCE, beginning</b>	343,288	343,288	-
<b>FUND BALANCE, ending</b>	\$ 248,183	\$ 322,668	\$ 74,485

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Justice of the Peace Security  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 14,075	\$ 14,005	\$ (70)
Total revenues	14,075	14,005	(70)
<b>EXPENDITURES</b>			
Current			
Judicial	31,561	1,536	30,025
Total expenditures	31,561	1,536	30,025
Net change in fund balance	(17,486)	12,469	29,955
<b>FUND BALANCE, beginning</b>	139,062	139,062	-
<b>FUND BALANCE, ending</b>	\$ 121,576	\$ 151,531	\$ 29,955

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes In Fund Balance – Budget and Actual  
Law Library  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 223,000	\$ 265,571	\$ 42,571
Investment earnings	6,000	7,229	1,229
Total revenues	229,000	272,800	43,800
<b>EXPENDITURES</b>			
Current			
Judicial	230,000	153,078	76,922
Total expenditures	230,000	153,078	76,922
Net change in fund balance	(1,000)	119,722	120,722
<b>FUND BALANCE, beginning</b>	435,260	435,260	-
<b>FUND BALANCE, ending</b>	\$ 434,260	\$ 554,982	\$ 120,722

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes In Fund Balance – Budget and Actual  
Northwoods Road District  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Taxes	\$ 682,554	\$ 682,146	\$ (408)
Investment earnings	6,000	24,027	18,027
Total revenues	688,554	706,173	17,619
<b>EXPENDITURES</b>			
Current			
General government	19,555	2,005,830	(1,986,275)
Debt service			
Principal	365,000	365,000	-
Interest and other charges	378,453	378,453	-
Bond issuance fees	-	113,976	(113,976)
Total expenditures	763,008	2,863,259	(2,100,251)
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(74,454)	(2,157,086)	(2,082,632)
<b>OTHER FINANCING SOURCES (USES)</b>			
Issuance of long-term debt	-	2,345,000	2,345,000
Premium on issuance of long-term debt	-	46,081	46,081
Discount on issuance of long-term debt	-	(12,594)	(12,594)
Total other financing sources and (uses)	-	2,378,487	2,378,487
Net change in fund balance	(74,454)	221,401	295,855
<b>FUND BALANCE, beginning</b>	57,376	57,376	-
<b>FUND BALANCE, ending</b>	\$ (17,078)	\$ 278,777	\$ 295,855



**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes In Fund Balance – Budget and Actual  
Pearson Place Road District  
For the Fiscal Year Ended September 30, 2019

	Final	Actual	Variance Positive (Negative)
<b>REVENUES</b>			
Taxes	\$ 265,107	\$ 280,392	\$ 15,285
Investment earnings	18,000	28,701	10,701
Total revenues	283,107	309,093	25,986
<b>EXPENDITURES</b>			
Current			
General government	7,650	6,912	738
Debt service			
Principal	160,000	160,000	-
Interest and other charges	165,700	165,700	-
Total expenditures	333,350	332,612	738
Net change in fund balance	(50,243)	(23,519)	26,724
<b>FUND BALANCE, beginning</b>	1,018,973	1,018,973	-
<b>FUND BALANCE, ending</b>	\$ 968,730	\$ 995,454	\$ 26,724

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes In Fund Balance – Budget and Actual  
Pretrial Intervention Program  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Charges for Services	\$ 273,520	\$ 253,400	\$ (20,120)
Total revenues	273,520	253,400	(20,120)
<b>EXPENDITURES</b>			
Current			
Judicial	273,520	253,400	20,120
Total expenditures	273,520	253,400	20,120
Net change in fund balance	-	-	-
<b>FUND BALANCE, beginning</b>	-	-	-
<b>FUND BALANCE, ending</b>	\$ -	\$ -	\$ -

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Probate Court  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 7,250	\$ 8,125	\$ 875
Total revenues	7,250	8,125	875
<b>EXPENDITURES</b>			
Current			
Judicial	4,000	2,423	(1,577)
Total expenditures	4,000	2,423	(1,577)
Net change in fund balance	3,250	5,702	2,452
<b>FUND BALANCE, beginning</b>	54,132	54,132	-
<b>FUND BALANCE, ending</b>	\$ 57,382	\$ 59,834	\$ 2,452

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Records Archive  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 575,000	\$ 593,610	\$ 18,610
Investment earnings	32,000	46,918	14,918
Miscellaneous	-	10,320	10,320
Total revenues	607,000	650,848	43,848
<b>EXPENDITURES</b>			
Current			
General government	595,115	594,063	1,052
Total expenditures	595,115	594,063	1,052
Net change in fund balance	11,885	56,785	44,900
<b>FUND BALANCE, beginning</b>	1,974,766	1,974,766	-
<b>FUND BALANCE, ending</b>	\$ 1,986,651	\$ 2,031,551	\$ 44,900

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Records Management and Preservation  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 1,244,250	\$ 1,280,231	\$ 35,981
Investment earnings	32,000	46,215	14,215
Total revenues	1,276,250	1,326,446	50,196
<b>EXPENDITURES</b>			
Current			
General government	833,195	701,297	131,898
Total expenditures	833,195	701,297	131,898
Net change in fund balance	443,055	625,149	182,094
<b>FUND BALANCE, beginning</b>	3,600,830	3,600,830	-
<b>FUND BALANCE, ending</b>	\$ 4,043,885	\$ 4,225,979	\$ 182,094

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Records Management  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 95,000	\$ 96,268	\$ 1,268
Investment earnings	7,000	10,183	3,183
	-	1,126	1,126
<b>Total revenues</b>	<b>102,000</b>	<b>107,577</b>	<b>5,577</b>
<b>EXPENDITURES</b>			
Current			
General government	80,966	56,684	24,282
	4,600	4,600	
<b>Total expenditures</b>	<b>85,566</b>	<b>61,284</b>	<b>24,282</b>
Net change in fund balance	16,434	46,293	29,859
<b>FUND BALANCE, beginning</b>	<b>577,420</b>	<b>577,420</b>	<b>-</b>
<b>FUND BALANCE, ending</b>	<b>\$ 593,854</b>	<b>\$ 623,713</b>	<b>\$ 29,859</b>

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Records Technology  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 57,000	\$ 63,255	\$ 6,255
Total revenues	57,000	63,255	6,255
<b>EXPENDITURES</b>			
Current			
General government	155,144	11,514	143,630
Total expenditures	155,144	11,514	143,630
Net change in fund balance	(98,144)	51,741	149,885
<b>FUND BALANCE, beginning</b>	185,736	185,736	-
<b>FUND BALANCE, ending</b>	\$ 87,592	\$ 237,477	\$ 149,885



**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
 Changes in Fund Balance – Budget and Actual  
 Regional Animal Shelter (WCRAS)  
 For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 286,500	\$ 229,555	\$ (56,945)
Intergovernmental	930,628	823,841	(106,787)
Miscellaneous	211,726	485,146	273,420
Total revenues	1,428,854	1,538,542	109,688
<b>EXPENDITURES</b>			
Current			
Community services	2,736,374	2,393,890	342,484
Capital outlay	77,472	28,080	49,392
Total expenditures	2,813,846	2,421,970	391,876
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(1,384,992)	(883,428)	501,564
<b>OTHER FINANCING SOURCES</b>			
Transfers in	914,027	916,402	2,375
Transfers out	-	-	-
Total other financing sources and uses	914,027	916,402	2,375
Net change in fund balance	(470,965)	32,974	503,939
<b>FUND BALANCE, beginning</b>	325,688	325,688	-
<b>FUND BALANCE, ending</b>	<u>\$ (145,277)</u>	<u>\$ 358,662</u>	<u>\$ 503,939</u>

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Specialty Court  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 36,700	\$ 32,019	\$ (4,681)
Miscellaneous	-	11,502	11,502
Total revenues	36,700	43,521	6,821
<b>EXPENDITURES</b>			
Current			
Judicial	106,622	26,325	80,297
Total expenditures	106,622	26,325	80,297
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(69,922)	17,196	87,118
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers in	9,000	6,249	(2,751)
Total other financing sources and (uses)	9,000	6,249	(2,751)
Net change in fund balance	(60,922)	23,445	84,367
<b>FUND BALANCE, beginning</b>	164,459	164,459	-
<b>FUND BALANCE, ending</b>	\$ 103,537	\$ 187,904	\$ 84,367

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
JJAEP Tier II  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Intergovernmental	\$ -	\$ 136,584	\$ 136,584
Total revenues	-	136,584	136,584
<b>EXPENDITURES</b>			
Current			
Public safety	133,457	41,271	92,186
Total expenditures	133,457	41,271	92,186
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(133,457)	95,313	228,770
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers Out	40,000	(40,000)	(80,000)
Total other financing sources and (uses)	40,000	(40,000)	(80,000)
Net change in fund balance	(93,457)	55,313	148,770
<b>FUND BALANCE, beginning</b>	317,108	317,108	-
<b>FUND BALANCE, ending</b>	\$ 223,651	\$ 372,421	\$ 148,770

**Williamson County, Texas****Schedule of Revenues, Expenditures And  
Changes In Fund Balance – Budget And Actual  
Tobacco  
For the Fiscal Year Ended September 30, 2019**

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Intergovernmental	\$ 470,000	\$ 413,293	\$ (56,707)
Investment income	52,000	132,894	80,894
Miscellaneous	-	1,161,398	1,161,398
Total revenues	522,000	1,707,585	1,185,585
<b>EXPENDITURES</b>			
Current			
Community services	353,541	346,811	6,730
Total expenditures	353,541	346,811	6,730
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	168,459	1,360,774	1,192,315
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers out	(150,000)	(150,000)	-
Total other financing sources and uses	(150,000)	(150,000)	-
Net change in fund balance	18,459	1,210,774	1,192,315
<b>FUND BALANCE, beginning</b>	4,079,163	4,079,163	-
<b>FUND BALANCE, ending</b>	\$ 4,097,622	\$ 5,289,937	\$ 1,192,315

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Teen Court Program  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 250	\$ 316	\$ 66
Miscellaneous	3,000	3,000	-
Total revenues	3,250	3,316	66
<b>EXPENDITURES</b>			
Current			
Judicial	4,337	3,368	969
Total expenditures	4,337	3,368	969
Net change in fund balance	(1,087)	(52)	1,035
<b>FUND BALANCE, beginning</b>	1,577	1,577	-
<b>FUND BALANCE, ending</b>	\$ 490	\$ 1,525	\$ 1,035

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
Truancy Program  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Fees of office	\$ 81,350	\$ 87,821	\$ 6,471
Total revenues	81,350	87,821	6,471
<b>EXPENDITURES</b>			
Current			
Judicial	145,549	60,775	84,774
Total expenditures	145,549	60,775	84,774
Net change in fund balance	(64,199)	27,046	91,245
<b>FUND BALANCE, beginning</b>	344,343	344,343	-
<b>FUND BALANCE, ending</b>	\$ 280,144	\$ 371,389	\$ 91,245

**Williamson County, Texas**

Schedule of Revenues, Expenditures and  
Changes in Fund Balance – Budget and Actual  
WC Historical Commission  
For the Fiscal Year Ended September 30, 2019

	<b>Final</b>	<b>Actual</b>	<b>Variance Positive (Negative)</b>
<b>REVENUES</b>			
Miscellaneous	\$ 1,765	\$ 3,500	\$ 1,735
Total revenues	1,765	3,500	1,735
<b>EXPENDITURES</b>			
Current			
Community service	2,565	1,934	631
Total expenditures	2,565	1,934	631
Net change in fund balance	(800)	1,566	2,366
<b>FUND BALANCE, beginning</b>	6,110	6,110	-
<b>FUND BALANCE, ending</b>	\$ 5,310	\$ 7,676	\$ 2,366



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## Internal Service Funds

Internal Service Funds are used to account for the financing of goods or services provided by one department to other departments of the County on a cost-reimbursement basis.

*Benefits Program* – This fund is used to account for the accumulation and allocation of costs associated with medical and dental benefits.

*Fleet Maintenance* – This fund is used to account for the maintenance and repair of motor vehicle and related costs.

**Williamson County, Texas**

## Combining Statement of Net Position

## Internal Service Funds

September 30, 2019

	<b>Benefits Program</b>	<b>Fleet Management</b>	<b>Total</b>
<b>ASSETS</b>			
Current assets			
Cash and investments	\$ 3,447,293	\$ -	\$ 3,447,293
Accounts receivables	431,425	3,452	434,877
Inventory	-	226,631	226,631
Prepaid expenses	283,473	-	283,473
Total current assets	4,162,191	230,083	4,392,274
Non-current assets			
Capital assets			
Machinery and equipment	-	516,343	516,343
Less accumulated depreciation	-	(404,585)	(404,585)
Total non-current assets	-	111,758	111,758
Total assets	4,162,191	341,841	4,504,032
<b>LIABILITIES</b>			
Current liabilities			
Accounts payable	58,165	341,957	400,122
Accrued liabilities	1,728,179	32,322	1,760,501
Total current liabilities	1,786,344	374,279	2,160,623
<b>NET POSITION</b>			
Net investment in capital assets	-	111,758	111,758
Unrestricted	2,375,847	(144,196)	2,231,651
<b>TOTAL NET POSITION</b>	\$ 2,375,847	\$ (32,438)	\$ 2,343,409

**Williamson County, Texas**

Combining Statement of Revenues, Expenses  
and Changes in Fund Net Position  
Internal Service Funds  
For the Fiscal Year Ended September 30, 2019

	<b>Benefits Program</b>	<b>Fleet Management</b>	<b>Total</b>
<b>OPERATING REVENUES</b>			
Employer contributions	\$ 18,086,687	\$ -	\$ 18,086,687
Employee contributions	4,513,389	-	4,513,389
Charge for services	3,723	3,101,703	3,105,426
Total operating revenues	22,603,799	3,101,703	25,705,502
<b>OPERATING EXPENSES</b>			
Claims	19,194,483	-	19,194,483
Insurance	1,567,575	-	1,567,575
Administration	1,445,772	-	1,445,772
Supplies and parts	-	3,365,017	3,365,017
Depreciation	-	25,859	25,859
Total operating expenses	22,207,830	3,390,876	25,598,706
<b>OPERATING INCOME (LOSS)</b>	395,969	(289,173)	106,796
<b>NON-OPERATING REVENUES (EXPENSES)</b>			
Interest and other revenue	77,163	-	77,163
Transfers out	-	(800,000)	(800,000)
Total non-operating revenues (expenses)	77,163	(800,000)	(722,837)
<b>CHANGE IN NET POSITION</b>	473,132	(1,089,173)	(616,041)
<b>TOTAL NET POSITION, beginning</b>	1,902,715	1,056,735	2,959,450
<b>TOTAL NET POSITION, ending</b>	\$ 2,375,847	\$ (32,438)	\$ 2,343,409

**Williamson County, Texas**  
Combining Statement of Cash Flows  
Internal Service Funds  
For the Fiscal Year Ended September 30, 2019

	<b>Benefits Program</b>	<b>Fleet Management</b>	<b>Total</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Receipts from customers and users	\$ 22,617,295	\$ 3,100,887	\$ 25,718,182
Payments to suppliers	(20,378,273)	(3,229,911)	(23,608,184)
Payments to employees	(1,445,772)	-	(1,445,772)
Net cash flows provided (used) by operating activities	793,250	(129,024)	664,226
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>			
Transfers out	-	(800,000)	(800,000)
Net cash flows used in noncapital financing activities	-	(800,000)	(800,000)
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>			
Acquisition and construction of capital assets	-	(37,077)	(37,077)
Net cash flows used in capital and related financing activities	-	(37,077)	(37,077)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Investment earnings and other revenue	77,163	-	77,163
Net cash flows provided by investing activities	77,163	-	77,163
Change in cash and cash equivalents	870,413	(966,101)	(95,688)
<b>CASH AND CASH EQUIVALENTS, beginning</b>	<b>2,576,880</b>	<b>966,101</b>	<b>3,542,981</b>
<b>CASH AND CASH EQUIVALENTS, ending</b>	<b>\$ 3,447,293</b>	<b>\$ -</b>	<b>\$ 3,447,293</b>
<b>RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>			
Operating income (loss)	\$ 395,969	\$ (289,173)	\$ 106,796
Adjustments to reconcile operating income(loss) to net cash provided by operating activities			
Depreciation	-	25,859	25,859
Change in assets and liabilities			
Accounts receivable	13,496	(816)	12,680
Inventory	-	(36,094)	(36,094)
Prepaid expenses	47,201	-	47,201
Accounts payable	(277,777)	167,925	(109,852)
Accrued liabilities	614,361	3,275	617,636
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<b>\$ 793,250</b>	<b>\$ (129,024)</b>	<b>\$ 664,226</b>

# Fiduciary Funds

## Agency Funds

Agency Funds serve primarily as clearing mechanisms for cash resources, which are collected by a governmental unit, held as such for a brief period, and then distributed to authorized recipients.

The following comprise the County's Agency Funds:

- Flex Benefits – UHC
- Bail Bond Collateral
- CAMPO
- CCA-ICE Billing
- Child Fatality Review Team
- County Attorney Hot Check Restitution
- County Clerk Trust
- District Attorney
- District Clerk Trust
- Inmate Trust
- Justice of the Peace Bond
- Juvenile Probation
- Juvenile Services
- Outreach Program
- Sheriff Special Cash Bond
- Tax Assessor – Collector

# Williamson County, Texas

Combining Statement of Changes in Assets  
and Liabilities – All Agency Funds  
For the Fiscal Year Ended September 30, 2019

	Balance, Beginning of Year	Additions	Deductions	Balance, End of Year
<b>FLEX BENEFITS - UHC</b>				
Assets				
<b>Cash and investments</b>	\$ 144,109	\$ 895,727	\$ (875,544)	\$ 164,292
Liabilities				
<b>Due to others</b>	\$ 144,109	\$ 895,727	\$ (875,544)	\$ 164,292
<b>BAIL BOND COLLATERAL</b>				
Assets				
<b>Cash and investments</b>	\$ 1,975,050	\$ 3,314,020	\$ (1,975,050)	\$ 3,314,020
Liabilities				
<b>Due to others</b>	\$ 1,975,050	\$ 3,314,020	\$ (1,975,050)	\$ 3,314,020
<b>CAMPO</b>				
Assets				
Cash and investments	\$ -	\$ -		\$ -
Accounts receivable	1,041,151	1,600,942	(1,041,151)	1,600,942
<b>Total assets</b>	\$ 1,041,151	\$ 1,600,942	\$ (1,041,151)	\$ 1,600,942
Liabilities				
<b>Due to others</b>	\$ 1,041,151	\$ 1,600,942	\$ (1,041,151)	\$ 1,600,942
<b>CCA/ICE BILLING</b>				
Assets				
Cash and investments	\$ 1,688,564	\$ 6,685,949	\$ (8,374,513)	\$ -
Accounts receivable	1,750,814	-	(1,750,814)	-
<b>Total assets</b>	\$ 3,439,378	\$ 6,685,949	\$ (10,125,327)	\$ -
Liabilities				
<b>Due to others</b>	\$ 3,439,378	\$ 6,685,949	\$ (10,125,327)	\$ -
<b>COUNTY ATTORNEY</b>				
<b>HOT CHECK RESTITUTION</b>				
Assets				
<b>Cash and investments</b>	\$ 13,077	\$ 107,219	\$ (109,681)	\$ 10,615
Liabilities				
<b>Due to others</b>	\$ 13,077	\$ 107,219	\$ (109,681)	\$ 10,615



# Williamson County, Texas

## Combining Statement of Changes in Assets and Liabilities – All Agency Funds – Continued For the Fiscal Year Ended September 30, 2019

	Balance, Beginning of Year	Additions	Deductions	Balance, End of Year
<b>COUNTY CLERK TRUST</b>				
Assets				
<b>Cash and investments</b>	\$ 5,518,997	\$ 10,879,564	\$ (12,090,660)	\$ 4,307,901
Liabilities				
<b>Due to others</b>	\$ 5,518,997	\$ 10,879,564	\$ (12,090,660)	\$ 4,307,901
<b>DISTRICT ATTORNEY</b>				
Assets				
<b>Cash and investments</b>	\$ 1,866,252	\$ 2,132,506	\$ (2,824,776)	\$ 1,173,982
Liabilities				
<b>Due to others</b>	\$ 1,866,252	\$ 2,132,506	\$ (2,824,776)	\$ 1,173,982
<b>DISTRICT CLERK TRUST</b>				
Assets				
<b>Cash and investments</b>	\$ 2,284,722	\$ 2,466,672	\$ (2,691,599)	\$ 2,059,795
Liabilities				
<b>Due to others</b>	\$ 2,284,722	\$ 2,466,672	\$ (2,691,599)	\$ 2,059,795
<b>INMATE TRUST</b>				
Assets				
<b>Cash and investments</b>	\$ 89,650	\$ 1,716,127	\$ (1,744,463)	\$ 61,314
Liabilities				
<b>Due to others</b>	\$ 89,650	\$ 1,716,127	\$ (1,744,463)	\$ 61,314
<b>JUSTICE OF THE PEACE BOND</b>				
Assets				
<b>Cash and investments</b>	\$ 1,061	\$ 4,395	\$ (4,123)	\$ 1,333
Liabilities				
<b>Due to others</b>	\$ 1,061	\$ 4,395	\$ (4,123)	\$ 1,333
<b>JUVENILE PROBATION</b>				
Assets				
<b>Cash and investments</b>	\$ 348,423	\$ 88,299	\$ (93,119)	\$ 343,603
Liabilities				
<b>Due to others</b>	\$ 348,423	\$ 88,299	\$ (93,119)	\$ 343,603
<b>JUVENILE SERVICES</b>				
Assets				
<b>Cash and investments</b>	\$ 41,511	\$ 17,545	\$ (28,688)	\$ 30,368
Liabilities				
<b>Due to others</b>	\$ 41,511	\$ 17,545	\$ (28,688)	\$ 30,368

# Williamson County, Texas

Combining Statement of Changes in Assets  
and Liabilities – All Agency Funds – Continued  
For the Fiscal Year Ended September 30, 2019

	Balance, Beginning of Year	Additions	Deductions	Balance, End of Year
<b>OUTREACH PROGRAM</b>				
Assets				
Cash and investments	\$ 5,323	\$ 23,664	\$ (23,494)	\$ 5,493
Liabilities				
Due to others	\$ 5,323	\$ 23,664	\$ (23,494)	\$ 5,493
<b>SHERIFF SPECIAL CASH BOND</b>				
Assets				
Cash and investments	\$ 95,036	\$ 1,610,898	\$ (1,579,583)	\$ 126,351
Liabilities				
Due to others	\$ 95,036	\$ 1,610,898	\$ (1,579,583)	\$ 126,351
<b>TAX ASSESSOR-COLLECTOR</b>				
Assets				
Cash and investments	\$ 11,171,952	\$ 3,147,472,519	\$ (3,147,912,238)	\$ 10,732,233
Liabilities				
Due to others	\$ 11,171,952	\$ 3,147,472,519	\$ (3,147,912,238)	\$ 10,732,233
<b>TOTALS - ALL AGENCY FUNDS</b>				
Assets				
Cash and investments	\$ 25,243,727	\$ 3,177,415,104	\$ (3,180,327,531)	\$ 22,331,300
Accounts receivable	2,791,965	1,600,942	(2,791,965)	1,600,942
Total assets	\$ 28,035,692	\$ 3,179,016,046	\$ (3,183,119,496)	\$ 23,932,242
Liabilities				
Due to others	\$ 28,035,692	\$ 3,179,016,046	\$ (3,183,119,496)	\$ 23,932,242

# **Statistical Section**

(Unaudited)

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This portion of Williamson County’s comprehensive annual financial report presents multiple years of data to provide a historical perspective for understanding the information available in the financial statements, note disclosures, and required supplementary information and for assessing the County’s overall financial health.

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<b>Financial Trends</b> These schedules contain trend information to help the reader understand how the County’s financial performance and well-being have changed over time.	141
<b>Revenue Capacity</b> These schedules contain trend information to help the reader assess the County’s most significant local revenue resource.	145
<b>Debt Capacity</b> These schedules contain trend information to help the reader assess the affordability of the County’s current levels of outstanding debt and the County’s ability to issue additional debt in the future.	150
<b>Economic and Demographic Indicators</b> These schedules contain economic and demographic information to help the reader understand the environment within which the County’s financial activities take place.	155
<b>Operating Information</b> These schedules contain service and infrastructure data to help the reader understand how the information in the County’s financial report relates to the services and activities performed by the County.	159
<b>Miscellaneous Information</b> These pages contain additional data about the area, communities, colleges, medical facilities, and County government offices.	162

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**Williamson County, Texas**  
**Net Position by Component**  
**Last Ten Fiscal Years**  
**(Full Accrual Basis of Accounting)**

**Table 1**

	Fiscal Year									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Government activities										
Net investment in capital assets	\$ 637,304,132	\$ 388,681,714	\$ 412,098,469	\$ 365,342,452	\$ 445,160,755	\$ 253,798,426	\$ 264,889,158	\$ 206,599,134	\$ 210,678,161	\$ 176,951,689
Restricted	60,512,370	76,157,795	61,342,122	49,879,697	42,611,846	35,850,736	32,752,322	38,938,961	45,121,020	154,293,857
Unassigned	(250,047,739)	(115,140,490)	(222,463,184)	(287,988,424)	(348,784,532)	(174,517,303)	(183,515,394)	(38,966,492)	(49,146,501)	(144,080,084)
<b>Total Government activities net position</b>	<b>\$ 447,768,763</b>	<b>\$ 349,699,019</b>	<b>\$ 250,977,407</b>	<b>\$ 127,233,725</b>	<b>\$ 138,988,069</b>	<b>\$ 115,131,859</b>	<b>\$ 114,126,086</b>	<b>\$ 206,571,603</b>	<b>\$ 206,652,680</b>	<b>\$ 187,165,462</b>
Primary Government										
Net investment in capital assets	\$ 637,304,132	\$ 388,681,714	\$ 412,098,469	\$ 365,342,452	\$ 445,160,755	\$ 253,798,426	\$ 264,889,158	\$ 206,599,134	\$ 210,678,161	\$ 176,951,689
Restricted	60,512,370	76,157,795	61,342,122	49,879,697	42,611,846	35,850,736	32,752,322	38,938,961	45,121,020	154,293,857
Unassigned	(250,047,739)	(115,140,490)	(222,463,184)	(287,988,424)	(348,784,532)	(174,517,303)	(183,515,394)	(38,966,492)	(49,146,501)	(144,080,084)
<b>Total primary government net position</b>	<b>\$ 447,768,763</b>	<b>\$ 349,699,019</b>	<b>\$ 250,977,407</b>	<b>\$ 127,233,725</b>	<b>\$ 138,988,069</b>	<b>\$ 115,131,859</b>	<b>\$ 114,126,086</b>	<b>\$ 206,571,603</b>	<b>\$ 206,652,680</b>	<b>\$ 187,165,462</b>

Source: Comprehensive Annual Financial Report

Notes:

Financial data includes Avery Ranch, Pearson Place and Northwoods Road Districts (blended component units).

The County is not currently engaged in any business-type activities, and accordingly, does not present business-type information above.



**Williamson County, Texas**  
**Changes in Net Position**  
**Last Ten Fiscal Years**  
**(Full Accrual Basis of Accounting)**

**Table 2**

	Fiscal Year									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
<b>Expenses</b>										
Government activities:										
General government	\$ 58,051,710	\$ 54,797,454	\$ 34,560,332	\$ 48,471,235	\$ 33,113,079	\$ 32,522,582	\$ 30,908,617	\$ 30,302,088	\$ 28,267,782	\$ 26,637,924
Public safety	116,707,999	99,809,010	69,592,308	115,818,653	87,932,683	88,098,767	80,001,178	79,174,507	78,208,556	75,872,505
Transportation support	62,487,644	72,329,109	55,114,815	99,775,558	78,977,229	87,436,401	185,691,679	58,930,917	65,354,413	67,938,312
Judicial	33,832,980	27,337,346	18,656,716	31,025,054	23,581,105	22,685,570	20,693,148	20,150,173	19,997,874	20,022,346
Community services	48,664,236	32,584,267	15,685,849	21,383,743	18,727,680	16,796,646	16,431,859	12,808,543	11,714,612	17,361,323
Conservation	709,525	369,119	1,300,206	560,710	407,345	347,751	773,438	676,913	247,844	219,592
Interest on long term debt	38,255,649	40,588,916	39,492,764	41,283,450	40,308,534	35,634,706	33,244,626	36,995,878	37,591,938	38,843,957
Total government activities expenses	358,709,743	327,815,221	234,402,990	358,318,403	283,047,655	283,522,423	367,744,545	239,039,019	241,383,019	246,895,959
Total primary government expenses	358,709,743	327,815,221	234,402,990	358,318,403	283,047,655	283,522,423	367,744,545	239,039,019	241,383,019	246,895,959
<b>Program Revenues</b>										
Government activities:										
Fees, Fines and Charges for Services:										
General government	19,619,138	18,442,156	17,726,272	16,936,279	15,659,297	13,561,355	12,991,449	10,862,040	9,840,478	8,672,102
Public safety	13,466,619	14,595,110	13,330,502	12,310,097	14,976,278	15,081,873	15,954,635	14,108,707	12,971,784	14,282,342
Transportation support	9,016,332	7,807,781	5,901,946	6,267,221	6,155,099	5,944,938	5,311,044	5,111,192	5,552,097	5,055,053
Judicial	5,160,524	5,465,161	6,487,199	5,920,681	6,019,784	6,862,678	7,036,985	6,924,358	7,361,257	7,213,109
Community services	2,251,911	267,917	3,694,941	2,515,080	1,613,488	1,610,982	1,579,830	1,460,491	1,361,504	1,308,480
Conservation	1,268,122	1,974,710	-	-	-	-	-	-	-	-
Operating grants and contributions	13,699,587	17,125,735	7,389,422	7,021,670	7,327,581	11,059,515	16,559,081	17,329,641	20,693,428	24,456,855
Capital grants and contributions	68,415,425	48,139,969	54,957,868	63,114,526	59,565,089	49,107,663	40,505,315	14,209,320	35,698,166	65,803,237
Total governmental activities program revenues	132,897,658	113,818,539	109,488,150	114,085,554	111,316,616	103,229,004	99,938,339	70,005,749	93,478,714	126,791,178
Total primary government program revenues	132,897,658	113,818,539	109,488,150	114,085,554	111,316,616	103,229,004	99,938,339	70,005,749	93,478,714	126,791,178
Net (Expense) Revenue										
Government Activities	(225,812,085)	(213,996,682)	(124,914,840)	(244,232,849)	(171,842,498)	(180,293,419)	(267,806,206)	(169,033,270)	(147,904,305)	(120,104,781)
Total Primary government net expense	(225,812,085)	(213,996,682)	(124,914,840)	(244,232,849)	(171,842,498)	(180,293,419)	(267,806,206)	(169,033,270)	(147,904,305)	(120,104,781)
<b>General Revenues</b>										
<b>and other Changes in Net Position</b>										
Government Activities:										
Taxes:										
Property taxes, levied for general purposes	146,561,112	120,231,990	14,500,042	128,577,499	116,814,321	104,957,462	99,126,344	97,647,471	96,497,886	97,632,658
Property taxes, levied for farm to market	25,264,772	23,002,816	20,691,651	18,552,068	16,521,025	14,681,846	13,815,558	10,261,395	10,063,148	10,135,443
Property taxes, levied for debt service	122,161,032	129,065,600	88,542,902	79,408,330	70,940,367	63,279,169	59,780,481	58,518,962	57,347,077	57,980,103
Other taxes	15,533,141	31,775,438	1,497,202	1,328,610	1,118,611	987,258	712,987	561,950	594,840	577,272
Investment earnings	14,119,674	8,477,449	4,713,739	2,826,060	1,291,116	564,343	739,574	1,048,743	2,149,871	5,704,603
Gain on sale/retirement of capital assets	-	-	-	-	-	-	-	-	-	-
Miscellaneous	242,098	165,001	2,014,239	1,785,938	2,602,864	3,464,348	1,185,745	913,672	738,701	946,945
Transfers	-	-	-	-	-	-	-	-	-	-
Total Governmental Activities	323,881,829	312,718,294	131,959,775	232,478,505	209,288,304	187,934,426	175,360,689	168,952,193	167,391,523	172,977,024
Total Primary Government	323,881,829	312,718,294	131,959,775	232,478,505	209,288,304	187,934,426	175,360,689	168,952,193	167,391,523	172,977,024
Change in Net Position										
Governmental Activities	98,069,744	98,721,612	7,044,935	(11,754,344)	37,445,806	7,641,007	(92,445,517)	(81,077)	19,487,218	52,872,243
Total Primary Government	\$ 98,069,744	\$ 98,721,612	\$ 7,044,935	\$ (11,754,344)	\$ 37,445,806	\$ 7,641,007	\$ (92,445,517)	\$ (81,077)	\$ 19,487,218	\$ 52,872,243
<b>Prior period adjustment</b>	\$ -	\$ -	\$ (9,301,253)	\$ -	\$ (13,701,055)	\$ (6,635,234)	\$ -	\$ -	\$ -	\$ 49,566,028

Source: Comprehensive Annual Financial Report

Notes:

Financial data includes Avery Ranch, Pearson Place and Northwoods Road Districts (blended component units).

# Williamson County, Texas

## Fund Balances

### Governmental Funds

#### Last Ten Fiscal Years

(Modified Accrual Basis of Accounting)

Table 3

	Fiscal Year									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
General fund										
Nonspendable	\$ 721,804	\$ 824,721	\$ 811,865	\$ 857,744	\$ 885,700	\$ 940,866	\$ 1,361,210	\$ 1,100,387	\$ 1,222,914	\$ -
Committed	28,263,350	19,350,387	12,071,125	3,534,167	5,475,348	4,926,787	2,753,462	36,198	22,050	-
Unassigned	91,171,890	93,426,415	86,343,485	82,585,995	77,142,946	69,784,418	72,282,339	73,795,666	68,557,094	58,909,804
Restricted	-	-	-	-	-	-	-	-	-	1,408,086
<b>Total general fund</b>	<b>\$ 120,157,044</b>	<b>\$ 113,601,523</b>	<b>\$ 99,226,475</b>	<b>\$ 86,977,906</b>	<b>\$ 83,503,994</b>	<b>\$ 75,652,071</b>	<b>\$ 76,397,011</b>	<b>\$ 74,932,251</b>	<b>\$ 69,802,058</b>	<b>\$ 60,317,890</b>
All other governmental funds										
Nonspendable	\$ 60,825,881	\$ 441,530	\$ 388,907	\$ 104,332,262	\$ 116,846,937	\$ 127,582,740	\$ 131,595,069	\$ 445,019	\$ 601,831	\$ -
Restricted	255,034,997	381,821,552	374,809,973	335,794,554	345,228,101	208,524,559	122,870,856	288,414,746	348,991,227	-
Committed	-	-	-	-	-	-	760,215	1,366,480	1,360,754	-
Unassigned, reported in:										
Special Revenue Fund	-	(32,907)	-	-	-	-	(3,201)	-	-	136,252,756
Debt Service Fund	-	-	-	-	-	-	-	-	-	21,876,358
Capital projects fund	-	-	-	-	-	-	-	-	-	174,188,055
<b>Total all other governmental funds</b>	<b>\$ 315,860,878</b>	<b>\$ 382,230,175</b>	<b>\$ 375,198,880</b>	<b>\$ 440,126,816</b>	<b>\$ 462,075,038</b>	<b>\$ 336,107,299</b>	<b>\$ 255,222,939</b>	<b>\$ 290,226,245</b>	<b>\$ 350,953,812</b>	<b>\$ 332,317,169</b>

Source: Comprehensive Annual Financial Report

#### Notes:

Financial data includes Avery Ranch, Pearson Place and Northwoods Road Districts (blended component units).

In fiscal year 2011, the County implemented GASB 54 which changed the fund balance classifications presented above. Refer to the Note 3 on basic financial statements for further information.

\* Includes encumbrances and prepaid items.

**Williamson County, Texas**  
**Changes in Fund Balances**  
**Governmental Funds**  
**Last Ten Fiscal Years**  
**(Modified Accrual Basis of Accounting)**

**Table 4**

	Fiscal Year									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
<b>REVENUES</b>										
Taxes	\$ 309,654,849	\$ 303,321,453	\$ 251,551,065	\$ 227,954,402	\$ 205,237,263	\$ 184,102,492	\$ 173,039,011	\$ 167,093,325	\$ 164,597,739	\$ 166,639,051
Fees of office	19,600,375	17,967,236	18,408,551	17,991,608	16,644,320	15,051,769	14,833,479	12,954,173	11,842,128	10,998,340
Fines and forfeitures	3,268,799	4,800,979	3,514,690	3,264,463	3,671,853	4,551,770	4,320,898	3,975,297	4,472,356	4,904,224
Assessments	-	-	-	-	-	-	-	-	-	-
Intergovernmental	11,216,001	16,291,536	11,335,018	12,406,825	14,269,803	20,137,133	31,786,143	23,109,980	49,216,594	70,813,527
Charges for services	17,710,468	16,152,728	15,057,500	14,903,803	16,044,809	16,485,490	15,630,864	13,979,270	14,125,179	11,761,607
Motor vehicle registration	5,412,380	5,131,450	4,850,250	4,896,590	4,521,887	4,851,806	4,905,182	4,931,746	4,882,799	4,865,667
Investment earnings	14,042,511	8,424,121	4,675,363	2,811,197	1,248,350	560,000	734,809	1,043,465	2,133,026	5,436,289
Miscellaneous	7,723,409	5,430,887	5,225,020	2,420,846	5,821,987	4,070,263	1,739,117	2,696,797	1,576,308	2,238,636
Total Revenues	388,628,792	377,520,390	314,617,457	286,649,734	267,460,272	249,810,723	246,989,503	229,784,053	252,846,129	277,657,341
<b>EXPENDITURES</b>										
General government	46,448,317	49,906,736	41,042,745	32,771,043	30,565,849	29,166,461	28,338,383	27,475,074	25,763,464	24,446,725
Public safety	95,144,618	90,317,289	87,083,604	83,385,196	80,998,693	79,103,035	73,476,288	71,801,965	68,631,677	66,875,588
Transportation support	54,415,845	62,272,488	49,588,767	46,317,285	42,642,651	49,468,705	47,230,638	63,987,750	85,170,274	104,789,246
Judicial	29,002,842	26,009,286	24,302,479	23,301,897	22,482,926	21,054,436	19,504,540	18,767,804	18,169,857	18,341,712
Community services	44,502,247	30,036,178	17,909,180	16,474,180	17,081,838	14,891,428	14,755,545	10,995,460	11,100,789	15,369,591
Conservation	570,742	365,588	397,307	308,850	407,345	347,751	773,438	676,913	247,844	219,592
Capital outlay	67,404,676	71,816,984	62,980,025	37,121,889	27,084,792	26,185,167	43,503,998	34,621,156	29,687,307	34,155,679
Debt Service										
Principal	74,142,796	50,422,241	47,744,735	51,568,941	41,150,000	35,955,107	34,316,148	28,442,621	25,786,563	22,750,713
Interest	34,940,444	36,735,087	35,945,914	39,704,479	35,162,235	33,779,930	34,151,447	37,850,525	36,286,550	38,172,372
Payment to bond escrow agent	5,450,147	19,971,098	-	-	-	-	-	-	-	-
Bond issuance costs	262,193	782,916	841,179	1,248,338	2,669,173	1,021,908	1,213,658	2,103,426	1,328,636	388,061
Total expenditures	452,284,867	438,635,891	367,835,935	332,202,098	300,245,502	290,973,928	297,264,083	296,722,694	302,172,961	325,509,279
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(63,656,075)</b>	<b>(61,115,501)</b>	<b>(53,218,478)</b>	<b>(45,552,364)</b>	<b>(32,785,230)</b>	<b>(41,163,205)</b>	<b>(50,274,580)</b>	<b>(66,938,641)</b>	<b>(49,326,832)</b>	<b>(47,851,938)</b>
<b>OTHER FINANCING SOURCES (USES)</b>										
Transfers in	30,316,939	24,490,605	18,783,537	13,473,488	17,530,126	17,385,872	18,138,712	7,918,291	9,265,224	2,932,336
Transfers out	(29,516,939)	(24,490,605)	(18,783,537)	(13,473,488)	(17,530,126)	(17,385,872)	(18,132,463)	(7,918,291)	(10,123,951)	(3,061,532)
Proceeds from sale of capital assets	570,887	4,592,075	455,502	428,175	353,219	354,481	366,489	229,783	234,887	330,100
Proceeds from capital lease	-	2,156,875	1,214,557	-	-	-	-	-	-	-
Payment to bond escrow agent	(3,696,000)	-	(60,823,844)	(65,104,636)	(189,149,021)	-	(110,662,302)	(214,803,039)	(13,405,896)	-
Bond discount	(12,594)	(320,576)	-	(36,478)	(227,380)	-	-	(386,008)	(294,217)	(263,649)
Bond premium	285,006	4,233,470	7,942,896	11,075,993	24,851,074	9,764,144	7,395,598	31,620,531	1,981,596	1,673,850
Bond issued	5,895,000	71,860,000	51,750,000	80,715,000	330,780,000	111,280,000	119,630,000	194,680,000	89,790,000	33,995,000
Total other Financing Sources (Uses):	3,842,299	82,521,844	539,111	27,078,054	166,607,892	121,398,625	16,736,034	11,341,267	77,447,643	35,606,105
<b>NET CHANGE IN FUND BALANCES</b>	<b>\$ (59,813,776)</b>	<b>\$ 21,406,343</b>	<b>\$ (52,679,367)</b>	<b>\$ (18,474,310)</b>	<b>\$ 133,822,662</b>	<b>\$ 80,235,420</b>	<b>\$ (33,538,546)</b>	<b>\$ (55,597,374)</b>	<b>\$ 28,120,811</b>	<b>\$ (12,245,833)</b>
<b>PRIOR PERIOD ADJUSTMENT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 49,566,028</b>
Debt services (principal & interest) as percentage of noncapital expenditures	29.8%	34.6%	27.2%	30.8%	25.4%	24.0%	27.0%	25.3%	22.8%	20.9%

Source: Comprehensive Annual Financial Report

Note:  
Financial data includes Avery Ranch, Pearson Place and Northwoods Road Districts (blended component units)

# Williamson County, Texas

## Assessed Value and Actual Value of Taxable Property

Last Ten Fiscal Years

(Unaudited)

Table 5

### General and Debt Service

Fiscal Year	Residential Property	Commercial Property	Other Property	Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2019	\$ 46,320,016,540	\$ 23,006,806,811	\$ 5,000,082,568	\$ 4,042,512,946	\$ 13,207,399,793	\$ 65,162,019,072	0.419029
2018	41,823,592,942	20,851,362,886	4,875,057,090	3,785,429,994	12,303,245,704	59,032,197,208	0.426529
2017	37,548,206,067	19,013,496,088	4,731,623,356	3,576,829,388	11,622,746,626	53,247,408,273	0.436529
2016	33,460,572,390	17,123,217,809	4,392,702,538	3,418,803,516	10,977,773,906	47,417,522,347	0.441529
2015	29,587,478,395	15,422,168,902	4,336,197,330	3,165,493,480	10,568,711,913	41,942,626,194	0.446529
2014	25,488,470,689	13,990,566,361	3,979,136,557	2,943,383,260	9,257,107,767	37,144,449,100	0.449029
2013	23,904,564,642	13,332,025,999	4,017,799,750	2,715,642,405	8,913,356,944	35,056,675,852	0.449029
2012	23,316,653,461	12,579,062,940	4,089,036,731	2,516,944,446	8,586,848,425	33,914,849,153	0.457687
2011	22,731,190,836	12,170,331,765	4,180,854,644	2,406,882,877	8,301,996,159	33,187,263,963	0.459999
2010	22,536,370,182	12,350,492,269	4,283,090,122	2,534,252,977	8,053,782,353	33,650,423,197	0.459999

### Road and Bridge

Fiscal Year	Residential Property	Commercial Property	Other Property	Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2019	\$ 46,320,075,994	\$ 23,006,807,358	\$ 5,000,082,568	\$ 4,042,512,946	\$ 12,693,788,027	\$ 65,675,690,839	0.040000
2018	41,823,614,820	20,851,386,573	4,875,057,090	3,785,429,994	11,829,184,790	59,506,303,687	0.040000
2017	37,548,223,900	19,013,614,884	4,731,623,356	3,576,829,388	11,182,535,028	53,687,756,500	0.040000
2016	33,460,583,239	17,123,218,356	4,392,702,538	3,418,803,516	10,571,189,710	47,824,117,939	0.040000
2015	29,587,485,425	15,422,206,819	4,336,197,330	3,165,493,480	10,197,587,059	42,313,795,995	0.040000
2014	25,488,480,238	13,990,566,361	3,979,136,557	2,943,383,260	8,919,988,694	37,481,577,722	0.040000
2013	23,904,574,191	13,332,025,999	4,017,799,750	2,715,642,405	8,612,776,947	35,357,265,398	0.040000
2012	23,316,653,461	12,579,062,940	4,089,036,731	2,516,944,446	8,329,968,260	34,171,729,318	0.030000
2011	22,731,190,836	12,170,331,765	4,180,854,644	2,406,882,877	7,997,293,754	33,491,966,368	0.030000
2010	22,536,370,182	12,350,492,269	4,283,090,122	2,534,252,977	7,934,857,334	33,769,348,216	0.030000

Source:

Williamson County Appraisal District

Notes:

Property is required to be reappraised at least once every three years according to Texas Tax Code Section 26.18(b).

Property is assessed at actual value; therefore, the assessed values are equal to actual value.

Tax rates are per \$100 of assessed value.

The assessed values represent the Appraisal Review Board's approved totals from the last supplement as the respective fiscal year end.

# Williamson County, Texas

## Direct and Overlapping Property Tax Rate

(Per \$100 Assessed Value)

Last Ten Fiscal Years

(Unaudited)

Table 6

	Fiscal Year									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
County direct rates										
General	\$ 0.251529	\$ 0.259029	\$ 0.269029	\$ 0.274029	\$ 0.279029	\$ 0.281529	\$ 0.281529	\$ 0.287687	\$ 0.289999	\$ 0.289999
Debt Service	0.167500	0.167500	0.167500	0.167500	0.167500	0.167500	0.167500	0.170000	0.170000	0.170000
Road & Bridge	0.040000	0.040000	0.040000	0.040000	0.040000	0.040000	0.040000	0.030000	0.030000	0.030000
Total direct rate	0.459029	0.466529	0.476529	0.481529	0.486529	0.489029	0.489029	0.487687	0.489999	0.489999
City and Town rates										
Austin	0.440300	0.444800	0.441800	0.458900	0.480900	0.502700	0.502900	0.481100	0.457100	0.420900
Bartlett	0.473800	0.516800	0.580100	0.578200	0.579100	0.580000	0.590200	0.588300	0.558400	0.524400
Cedar Park	0.449000	0.457500	0.470000	0.479500	0.485000	0.492500	0.493501	0.493501	0.493501	0.489001
Coupland	0.250000	0.250000	0.250000	0.250000	0.250000	0.250000	N/A	N/A	N/A	N/A
Florence	0.643509	0.700000	0.704030	0.717906	0.712892	0.773998	0.784714	0.741697	0.636019	0.527860
Georgetown	0.420000	0.420000	0.424000	0.434000	0.434000	0.439500	0.410000	0.387500	0.356220	0.356220
Granger	0.678557	0.765316	0.807429	0.836986	0.869470	0.884745	0.877164	0.888817	0.888817	0.887461
Hutto	0.515171	0.515171	0.520443	0.528500	0.528691	0.528691	0.528691	0.516545	0.507580	0.499154
Jarrell	0.419500	0.419500	0.419580	0.430000	0.431233	0.447980	0.469854	0.469854	0.377100	0.287171
Leander	0.551867	0.577867	0.599000	0.632920	0.652920	0.667920	0.670420	0.670420	0.650420	0.600420
Liberty Hill	0.500000	0.500000	0.500000	0.527842	0.536426	0.536426	0.536426	0.442573	0.353888	0.291600
Pflugerville	0.497600	0.539900	0.539900	0.540500	0.533600	0.536000	0.594000	0.599000	0.604000	0.609000
Round Rock	0.420000	0.430000	0.425000	0.414650	0.414650	0.419490	0.420350	0.423210	0.417280	0.396610
Taylor	0.788000	0.798000	0.803893	0.813893	0.813893	0.813893	0.813893	0.813893	0.813893	0.790000
Thorndale	0.750000	0.820000	0.780000	0.810000	0.810000	0.833300	0.823600	0.840000	0.850000	0.850000
Thrall	0.643336	0.652805	0.470773	0.474446	0.490000	0.499648	0.489556	0.504140	0.500000	0.500000
Weir	0.223293	0.212370	0.222637	0.242648	0.246484	0.272230	0.269884	0.265234	0.265339	0.258417
School District rates										
Bartlett	1.154680	1.154680	1.154680	1.154680	1.154680	1.154680	1.154680	1.154680	1.154680	1.154680
Burnet Consolidated	1.260000	1.280000	1.320000	1.330000	1.262500	1.262500	1.262500	1.270000	1.265000	1.250000
Coupland	1.040050	1.040050	1.040050	1.040050	1.040050	1.040050	1.040050	1.040050	1.040050	1.040050
Florence	1.360000	1.370000	1.350000	1.350000	1.330000	1.300000	1.300000	1.300000	1.280000	1.230000
Georgetown	1.409000	1.409000	1.409000	1.398000	1.398000	1.398000	1.398000	1.358000	1.290000	1.290000
Granger	1.105000	1.105000	1.105000	1.105000	1.105000	1.105000	1.105000	1.105000	1.105000	1.105000
Hutto	1.600000	1.620000	1.665500	1.670000	1.670000	1.670000	1.670000	1.540050	1.535000	1.485000
Jarrell	1.492500	1.420000	1.367500	1.367500	1.390000	1.390000	1.390000	1.390000	1.390000	1.370000
Leander	1.510000	1.511870	1.511870	1.511570	1.511870	1.511870	1.511870	1.499760	1.454800	1.422340
Lexington	1.300000	1.212240	1.217400	1.220000	1.119000	1.119000	1.040000	1.119000	1.119000	1.119000
Liberty Hill	1.540000	1.540000	1.540000	1.540000	1.540000	1.540000	1.450000	1.335000	1.260000	1.260000
Pflugerville	1.520000	1.540000	1.540000	1.540000	1.540000	1.540000	1.540000	1.480000	1.460000	1.460000
Round Rock	1.304800	1.304800	1.332500	1.332500	1.337500	1.367400	1.380000	1.335000	1.380000	1.380000
Taylor	1.570000	1.570000	1.570000	1.450000	1.450000	1.450000	1.450000	1.450000	1.470000	1.490000
Thorndale	1.170000	1.170000	1.170000	1.310000	1.310000	1.310000	1.330000	1.330000	1.315000	1.315000
Thrall	1.389000	1.389000	1.389000	1.284000	1.199000	1.210000	1.210000	1.210000	1.194000	1.194000
Municipal Utility Districts rates										
Blockhouse	0.781000	0.801000	0.801000	0.827000	0.842300	0.866000	0.866000	0.866000	0.846000	0.846000
Brushy Creek (BC)	0.460000	0.460000	0.465000	0.470000	0.480000	0.500000	0.500000	0.500000	0.500000	0.500000
BC-Defined Areas	0.175000	0.190000	0.225000	0.270000	0.350000	0.360000	0.360000	0.360000	0.360000	0.360000
Fern Bluff	0.420000	0.434500	0.444500	0.464500	0.509500	0.509500	0.509500	0.509500	0.509500	0.509500
Highlands at Mayfield Ranch	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A	N/A	N/A
Lakeside W CID 2A/MUD #2A	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000
Lakeside #3	0.840000	0.840000	0.840000	0.847000	0.877500	0.900000	0.900000	0.900000	0.900000	0.900000
Leander #1	1.000000	1.000000	1.000000	1.000000	N/A	N/A	N/A	N/A	N/A	N/A
Leander #2	1.000000	1.000000	1.000000	1.000000	N/A	N/A	N/A	N/A	N/A	N/A
Leander TODD #1	0.350000	0.350000	0.350000	0.350000	N/A	N/A	N/A	N/A	N/A	N/A
Meadows of Chandler Creek	0.370000	0.401400	0.425000	0.435000	0.440000	0.450000	0.450000	0.420000	0.420000	0.420000
North Austin #1	0.283000	0.288000	0.289000	0.317000	0.339900	0.345000	0.371900	0.381900	0.381900	0.380100
North San Gabriel #2	0.400000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Palmera Ridge	0.400000	0.400000	0.400000	0.400000	N/A	N/A	N/A	N/A	N/A	N/A
Paloma Lakes #1	0.650000	0.900000	0.943500	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000
Paloma Lakes #2	0.850000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000
Parkside at Mayfield Ranch	0.617700	0.700000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000
Ranch at Cypress Creek #1	0.342500	0.352500	0.356500	0.365000	0.433000	0.512800	0.633300	0.706500	0.706500	0.630400
Sienna MUD #1	0.850000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A	N/A	N/A	N/A
Sienna MUD #2	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A	N/A	N/A	N/A
Sonterra	0.947500	0.950000	0.950000	0.950000	0.950000	0.850000	0.850000	0.850000	0.773300	0.773300
SE Williamson County #1	0.540000	0.540000	0.540000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Springwoods	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.445000	0.455000
Stonewall Ranch	0.900000	0.901500	0.901500	0.901500	0.918200	0.950000	0.950000	0.950000	0.950000	0.950000
Vista Oaks	0.330000	0.520000	0.545000	0.610000	0.665900	0.730000	0.740000	0.740000	0.740000	0.740000
Walsh Ranch	0.620000	0.650000	0.720000	0.720000	0.750000	0.800000	0.690000	0.670000	0.650000	0.650000
Watch Hill	0.650000	0.650000	0.650000	0.650000	0.650000	N/A	N/A	N/A	N/A	N/A
Wells Branch	0.373000	0.379500	0.387300	0.390000	0.430000	0.460000	0.470000	0.470000	0.470000	0.470000
West Williamson County #1	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	N/A
West Williamson County #2	0.950000	0.950000	0.950000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #10	0.550000	0.600000	0.620000	0.670000	0.780000	0.850000	0.850000	0.850000	0.850000	0.880000
Williamson County #11	0.600000	0.620000	0.650000	0.750000	0.860000	0.900000	0.900000	0.900000	0.900000	0.900000
Williamson County #12	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000
Williamson County #13	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000
Williamson County #15	0.870000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000
Williamson County #19	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	N/A	N/A	N/A	N/A
Williamson County #19A	0.850000	0.850000	0.850000	0.850000	0.850000	N/A	N/A	N/A	N/A	N/A
Williamson County #22	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A	N/A	N/A
Williamson County #23	0.950000	0.950000	0.950000	0.950000	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #25	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000	N/A	N/A	N/A	N/A
Williamson County #26	0.900000	0.900000	0.900000	0.900000	0.900000	N/A	N/A	N/A	N/A	N/A
Williamson County #28	0.650000	0.650000	0.650000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #30	0.950000	0.950000	0.950000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #31	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #32	0.850000	0.850000	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #34	0.666000	0.666000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson-Liberty Hill	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A	N/A	N/A	N/A
Williamson-Travis #1	0.407900	0.431600	0.466200	0.510000	0.540000	0.615000	0.657000	0.662000	0.664000	0.714000

# Williamson County, Texas

## Direct and Overlapping Property Tax Rate (Per \$100 Assessed Value) – Continued Last Ten Fiscal Years (Unaudited)

Table 6

	Fiscal Year									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Emergency Service Districts										
ESD #1-Jollyville VFD	0.100000	0.085393	0.091765	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #2-Sam Bass VFD	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.099749	0.100000	0.100000	0.100000
ESD #3-Hutto	0.096374	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #4-Liberty Hill	0.098250	0.098250	0.096124	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.099400
ESD #5-Jarrell	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #6-Weir	0.094663	0.099606	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #7-Florence	0.094257	0.094790	0.096400	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #8-Georgetown	0.100000	0.093771	0.094000	0.950000	0.095000	0.955530	0.955530	0.095000	0.091795	0.090798
ESD #9-Round Rock	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #10-Coupland	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #11	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	N/A	N/A	N/A
ESD #12	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	N/A	N/A	N/A
Other Taxing District rates										
Anderson Mill Limited District	0.117008	0.117083	0.123360	0.126000	0.130000	0.136686	0.130000	0.130000	0.130000	0.130000
Austin Community College	0.104800	0.100800	0.102000	0.100500	0.094200	0.094900	0.095100	0.094800	0.095100	0.094600
Avery Ranch Road District	0.081000	0.085000	0.088010	0.097500	0.103705	0.116240	0.122200	0.133500	0.144480	0.144480
Donahoe Creek Watershed	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000
EW/C Higher Education Center	0.045340	0.045652	0.045652	0.045905	0.049784	0.050000	0.050000	0.500000	N/A	N/A
Georgetown Village PID	0.140000	0.140000	0.140000	0.200000	0.200000	0.200000	0.200000	0.200000	0.200000	0.200000
Northwoods Road District	0.284600	0.290000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Pearson Place Road District	0.120000	0.157799	0.275000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Upper Brushy Creek WCID 1A	0.020000	0.020000	0.019823	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000
Williamson County WSID #3	0.723000	0.723000	0.723000	0.730600	0.808200	0.815000	0.815000	0.815000	0.815000	0.799900
Wmsn-Trav WCID #1D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.421000	0.421000	0.421000

Source:  
Williamson County Tax Assessor/Collector

Notes:  
N/A - Not applicable

Texas Tax Code Section 26.07(a)  
If the governing body of a taxing unit other than a school district adopts a tax rate that exceeds the rollback tax rate calculated, the qualified voters of the taxing unit by petition may require that an election be held to determine whether or not to reduce the tax rate adopted for the current year to the rollback tax rate calculated.

**Williamson County, Texas**  
Principal Property Taxpayers  
Current Year and Nine Years Ago  
(Unaudited)

**Table 7**

	2019			2010		
	Taxable Assessed Value <sup>a</sup>	Rank	Percentage of Total County Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total County Taxable Assessed Value
Taxpayer						
Dell Computer Holdings LP	\$ 401,361,317	1	0.62	\$ 155,998,254	1	0.46
BRI 1869 Parmer LLC <sup>c</sup>	272,500,000	2	0.42			-
Oncor Electric Delivery Company <sup>b</sup>	174,146,790	3	0.27	111,702,568	3	0.33
CPG Round Rock LP & SPG Round Rock NS LP	150,947,112	4	0.23	135,844,917	2	0.40
Lakeline Developers	123,300,113	5	0.19	103,394,181	4	0.31
BRE RC 1890 Ranch TX LP <sup>d</sup>	113,719,868	6	0.17			-
NW Austin Office Partners LLC	113,697,027	7	0.17			-
IVT Parke Cedar Park LLC	111,821,931	8	0.17			-
Atmos Energy/Mid-Tex Distribution	104,000,071	9	0.16			-
HEB Grocery Company LP	103,656,406	10	0.16	72,804,789	7	0.22
Citicorp North America, Inc.				83,072,237	6	0.25
Baltgem Development Corp. Et, Al.				91,678,192	5	0.27
SPG Wolf Ranch LP				63,115,450	8	0.19
Columbia/St David Healthcare				62,054,352	9	0.18
Amaravathi Ltd. Partnership & Amaravathi Keerthi LLC				60,767,488	10	0.18
<b>Total</b>	<b>\$ 1,669,150,635</b>		<b>2.56 %</b>	<b>\$ 940,432,428</b>		<b>2.79 %</b>
<b>Total Taxable Assessed Value</b>	<b>\$ 65,162,019,072</b>		<b>100.00 %</b>	<b>\$ 33,650,423,197</b>		<b>100.00 %</b>

Source:

Williamson County Tax Assessor/Collector

Williamson County Appraisal District

Note:

<sup>a</sup> The assessed values represent the Appraisal Review Board's approved totals from the last supplement as of the respective fiscal year end.

<sup>b</sup> Formerly known as TXU Electric Delivery Company

<sup>c</sup> Formerly known as Parmer Lane Austin LP

<sup>d</sup> Formerly known as Inland Western Cedar Park 1890 Ranch LP



**Williamson County, Texas**  
Property Tax Levies and Collections  
Last Ten Fiscal Years  
(Unaudited)

**Table 8**

**General and Debt Service**

Fiscal Year	Tax Levy for Fiscal Year (Original)	Adjustments	Adjusted Tax Levy	Collected within the Fiscal Year of the Levy		Subsequent Collections <sup>a</sup>	Total Collections to Date	
				Amount	Percentage of Original Levy		Amount	Percentage of Adjusted Levy
2019	\$ 265,165,868	\$ -	\$ 265,165,868	\$ 264,291,945	99.67 %	\$ -	\$ 264,291,945	99.67 %
2018	244,736,683	(177,316)	244,559,367	243,894,515	99.66	361,051	244,255,567	99.88
2017	226,354,963	(253,851)	226,101,111	225,670,341	99.70	230,227	225,900,568	99.91
2016	204,948,985	(249,459)	204,699,526	204,238,533	99.65	300,255	204,538,789	99.92
2015	184,437,586	(172,544)	184,265,042	183,586,256	99.54	537,467	184,123,723	99.92
2014	165,388,338	(68,046)	165,320,292	164,725,252	99.60	476,068	165,201,320	99.93
2013	156,400,025	(188,844)	156,211,181	155,672,873	99.54	429,358	156,102,231	99.93
2012	154,047,508	(252,143)	153,795,365	153,242,932	99.48	455,298	153,698,230	99.94
2011	151,481,692	(215,008)	151,266,684	150,453,907	99.32	730,962	151,184,869	99.95
2010	153,441,556	(363,625)	153,077,931	152,265,274	99.23	732,291	152,997,565	99.95

**Road and Bridge**

Fiscal Year	Tax Levy for Fiscal Year (Original)	Adjustments	Adjusted Tax Levy	Collected within the Fiscal Year of the Levy		Subsequent Collections <sup>a</sup>	Total Collections to Date	
				Amount	Percentage of Original Levy		Amount	Percentage of Adjusted Levy
2019	\$ 25,123,998	\$ -	\$ 25,123,998	\$ 25,041,825	99.67 %	\$ -	\$ 25,041,825	99.67 %
2018	22,771,977	(15,068)	22,756,910	22,694,141	99.66	35,206	22,729,348	99.88
2017	20,580,268	(20,957)	20,559,310	20,518,625	99.70	23,115	20,541,740	99.91
2016	18,399,217	(21,513)	18,377,704	18,336,167	99.66	27,762	18,363,929	99.93
2015	16,345,948	(14,337)	16,331,610	16,270,897	99.54	48,715	16,319,612	99.93
2014	14,548,619	(5,314)	14,543,305	14,490,783	99.60	42,941	14,533,723	99.93
2013	13,710,641	(15,998)	13,694,643	13,647,328	99.54	38,118	13,685,446	99.93
2012	10,198,960	(15,865)	10,183,095	10,143,789	99.46	32,106	10,175,895	99.93
2011	9,999,202	(13,813)	9,985,389	9,929,979	99.31	49,348	9,979,327	99.94
2010	10,078,858	(23,738)	10,055,121	9,999,959	99.22	49,304	10,049,263	99.94

Source:

Williamson County Tax Assessor/Collector

Notes:

Tax levies consider supplemental value changes during the initial fiscal year. Data for fiscal year does not include Agriculture Rollbacks.

<sup>a</sup> Data represents subsequent collections of the respective fiscal year's tax in later fiscal years.

# Williamson County, Texas

## Ratios of Outstanding Debt by Type Last Ten Fiscal Years (Unaudited)

Table 9

Fiscal Year	Governmental Activities						Total Primary Government	Percentage of Personal Income <sup>a</sup>	Per Capita <sup>a</sup>
	General Obligation Bonds	Accumulated Accretion of Interest <sup>b</sup>	Certificate of Obligations	Tax Anticipation Notes <sup>c</sup>	Revenue Bonds	Capital Leases			
2019	\$ 633,918,236	\$ 9,696,301	\$ 256,007,940	\$ -	\$ -	\$ 1,031,223	\$ 900,653,700	N/A	\$ 1,589
2018	696,313,396	9,271,725	278,100,016	-	-	2,094,018	985,779,155	5.04%	1,739
2017	655,098,787	8,864,377	318,035,991	-	-	694,385	982,693,540	5.03%	1,795
2016	679,486,575	8,475,650	343,654,004	-	-	-	1,031,616,230	5.62%	1,951
2015	683,872,137	8,104,014	364,785,409	-	-	-	1,056,761,560	6.27%	2,078
2014	668,185,330	7,748,728	245,033,236	1,575,000	-	-	922,542,295	4.84%	1,886
2013	573,000,664	7,409,063	257,873,307	3,095,000	-	-	841,378,033	5.67%	1,786
2012	592,491,796	7,059,391	253,553,228	4,565,000	-	-	857,669,416	6.50%	1,880
2011	598,220,987	6,724,007	249,119,892	5,985,000	-	-	860,049,886	6.39%	1,942
2010	537,396,192	6,427,211	256,748,019	7,355,000	-	-	807,926,422	6.64%	1,911

Notes:

Details regarding the County's outstanding debt can be found in the notes to the financial statements.

This schedule includes Avery Ranch Road District, Pearson Place Road District and Northwoods Road District (blended component units).

N/A - Not available

<sup>a</sup> See Table 13 for personal income and population data.

<sup>b</sup> Accumulated accretion of interest on capital appreciation bonds. The face amount of the capital appreciation bonds are included with the general obligation bonds.

<sup>c</sup> General governmental resources will be used to repay debt.

# Williamson County, Texas

## Ratios of General Bonded Debt Outstanding Last Ten Fiscal Years (Unaudited)

Table 10

Fiscal Year	General Bonded Debt Outstanding					Amounts Available for Debt Service	Total	Actual Taxable Property Value <sup>a</sup>	Per Capita <sup>b</sup>
	General Obligation Bonds	Accumulated Accretion of Interest <sup>c</sup>	Certificate of Obligations	Tax Anticipation Notes <sup>d</sup>	Total				
2019	\$ 633,918,236	\$ 9,696,301	\$ 256,007,940	\$ -	\$ 899,622,477	\$ 3,641,844	\$ 895,980,633	1.38%	\$ 1,581
2018	696,313,396	9,271,725	278,100,016	-	983,685,137	4,909,310	978,775,827	1.66%	1,727
2017	655,098,787	8,864,377	318,035,991	-	981,999,155	14,022,061	967,977,094	1.82%	1,768
2016	679,486,575	8,475,650	343,654,004	-	1,031,616,230	8,269,822	1,023,346,408	2.16%	1,936
2015	683,872,137	8,104,014	364,785,409	-	1,056,761,560	1,825,778	1,054,935,782	2.52%	2,075
2014	668,185,330	7,748,728	245,033,236	1,575,000	922,542,295	2,099,876	920,442,419	2.48%	1,881
2013	573,000,664	7,409,063	257,873,307	3,095,000	841,378,033	3,102,238	838,275,795	2.39%	1,780
2012	592,491,796	7,059,391	253,553,228	4,565,000	857,669,416	6,253,224	851,416,192	2.51%	1,866
2011	598,220,987	6,724,007	249,119,892	5,985,000	860,049,886	14,329,756	845,720,130	2.55%	1,910
2010	537,396,192	6,427,211	256,748,019	7,355,000	807,926,422	18,762,284	789,164,138	2.35%	1,867

Notes:

Details regarding the County's outstanding debt can be found in the notes to the financial statements.

This schedule includes Avery Ranch, Pearson Place and Northwoods Road Districts (blended component units).

N/A - Not available

<sup>a</sup> Used General & Debt Service's taxable assessed property value in calculation. See Table 5 for property value data.

<sup>b</sup> See Table 13 for population data.

<sup>c</sup> Accumulated accretion of interest on capital appreciation bonds. The face amount of the capital appreciation bonds are included with the general obligation bonds.

<sup>d</sup> General governmental resources will be used to repay debt.

# Williamson County, Texas

## Direct and Overlapping Governmental Activities Debt

September 30, 2019

(Unaudited)

Table 11

Governmental Unit	Debt Outstanding <sup>1</sup>	Estimated Percentage Applicable <sup>1, a</sup>	Estimated Share of Overlapping Debt
City and Town			
Austin	\$ 1,353,195,000	4.94%	\$ 66,847,833
Bartlett	745,000	64.59%	481,196
Cedar Park	194,460,000	89.18%	173,419,428
Florence	500,000	100.00%	500,000
Georgetown	216,560,000	100.00%	216,560,000
Granger	792,000	100.00%	792,000
Hutto	181,160,000	100.00%	181,160,000
Jarrell	21,860,000	100.00%	21,860,000
Leander	163,045,000	78.58%	128,120,761
Liberty Hill	9,176,000	100.00%	9,176,000
Pflugerville	258,570,000	0.34%	879,138
Round Rock	210,275,000	96.55%	203,020,513
Taylor	58,680,000	100.00%	58,680,000
Thrall	1,460,000	100.00%	1,460,000
City and Town Subtotal	2,670,478,000		1,062,956,869
School Districts			
Bartlett	945,000	42.90%	405,405
Burnet Consolidated	32,775,000	0.53%	173,708
Florence	13,610,000	84.45%	11,493,645
Georgetown	416,475,000	100.00%	416,475,000
Hutto	324,427,514	100.00%	324,427,514
Jarrell	101,989,782	100.00%	101,989,782
Leander	1,074,905,442	61.31%	659,024,527
Lexington	7,605,000	0.43%	32,702
Liberty Hill	227,295,558	100.00%	227,295,558
Pflugerville	596,945,000	0.08%	477,556
Round Rock	738,210,000	75.52%	557,496,192
Taylor	63,984,943	100.00%	63,984,943
Thrall	14,765,000	100.00%	14,765,000
School Districts Subtotal	3,613,933,239		2,378,041,532
Municipal Utility Districts			
Block House	10,275,000	100.00%	10,275,000
Brushy Creek (BC)	23,985,000	100.00%	23,985,000
Brushy Creek (BC) - Sendero Springs & Cornerstone	11,320,000	100.00%	11,320,000
Fern Bluff	1,220,000	100.00%	1,220,000
Highlands at Mayfield Ranch	20,805,000	100.00%	20,805,000
Lakeside #3	14,660,000	100.00%	14,660,000
Lakeside WCID #2-A	7,565,000	1.04%	78,676
Leander TODD #1	3,200,000	100.00%	3,200,000
North Austin #1	5,775,000	90.73%	5,239,658
Palmera Ridge	7,145,000	100.00%	7,145,000
Paloma Lake #1	20,895,000	100.00%	20,895,000
Paloma Lake #2	18,170,000	100.00%	18,170,000
Parkside at Mayfield Ranch	24,310,000	100.00%	24,310,000
Ranch at Cypress Creek #1	1,090,000	71.80%	782,620
Siena #1	36,245,000	100.00%	36,245,000
Siena #2	14,100,000	100.00%	14,100,000
Sonterra	36,452,686	100.00%	36,452,686
Southeast Williamson County	5,925,000	100.00%	5,925,000
Stonewall Ranch	10,065,000	100.00%	10,065,000
The Meadows At Chandler Creek	2,475,000	100.00%	2,475,000
Vista Oaks	700,000	100.00%	700,000
Walsh Ranch	5,615,000	100.00%	5,615,000
West Williamson Co #1	5,700,000	100.00%	5,700,000

# Williamson County, Texas

Direct and Overlapping Governmental Activities Debt – Continued  
September 30, 2019  
(Unaudited)

Table 11

	Debt Outstanding <sup>1</sup>	Estimated Percentage Applicable <sup>1, a</sup>	Estimated Share of Overlapping Debt
Municipal Utility Districts (Cont.)			
Williamson County #10	15,030,000	100.00%	15,030,000
Williamson County #11	23,020,000	100.00%	23,020,000
Williamson County #12	37,770,000	100.00%	37,770,000
Williamson County #13	28,670,000	100.00%	28,670,000
Williamson County #15	35,595,000	100.00%	35,595,000
Williamson County #19	21,790,000	100.00%	21,790,000
Williamson County #19A	10,835,000	100.00%	10,835,000
Williamson County #22	10,740,000	100.00%	10,740,000
Williamson Co MUD # 23	8,970,000	100.00%	8,970,000
Williamson Co MUD # 25	8,150,000	100.00%	8,150,000
Williamson Co MUD # 28	15,055,000	100.00%	15,055,000
Williamson Co MUD # 32	12,000,000	100.00%	12,000,000
Williamson-Liberty Hill MUD	4,910,000	100.00%	4,910,000
Williamson/Travis County #1	1,260,000	77.83%	980,658
Municipal Utility Districts Subtotal	521,487,686		512,879,298
Other			
Austin Community College	404,420,000	19.02%	76,920,684
Williamson County Water, Sewer, Irrigation, Drainage District #3	35,095,000	85.30%	29,936,035
Other Subtotal	439,515,000		106,856,719
Total Overlapping Debt	7,245,413,925		4,060,734,418
County Debt <sup>2</sup>			
Williamson County	877,569,453	100.00%	877,569,453
Avery Ranch Road District (blended component unit)	5,908,528	100.00%	5,908,528
Pearson Place Road District (blended component unit)	5,368,521	100.00%	5,368,521
Northwoods Road District (blend component unit)	10,775,975	100.00%	10,775,975
Total County Wide Direct Debt	899,622,477		899,622,477
<b>Total direct and overlapping debt</b>	<b>\$ 8,145,036,402</b>		<b>\$ 4,960,356,895</b>

Source:

<sup>1</sup> Municipal Advisory Council of Texas

<sup>2</sup> Williamson County Auditor's Office

Note:

<sup>a</sup> The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the County's boundaries and dividing it by each unit's total taxable assessed value.

**Williamson County, Texas**  
**Legal Debt Margin Information**  
**Last Ten Fiscal Years**  
**(Unaudited)**

**Table 12**

	Fiscal Year									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
<b>Total taxable value</b>	<b>\$ 65,162,019,072</b>	<b>\$ 59,032,197,208</b>	<b>\$ 53,247,408,273</b>	<b>\$ 47,417,522,347</b>	<b>\$ 41,942,626,194</b>	<b>\$ 37,144,449,100</b>	<b>\$ 35,056,675,852</b>	<b>\$ 33,914,849,153</b>	<b>\$ 33,187,263,963</b>	<b>\$ 33,650,423,197</b>
Assessed value of real property	55,246,767,214	55,246,767,214	49,670,578,885	43,998,718,831	38,777,132,714	34,201,065,840	32,341,033,447	31,397,904,707	30,780,381,086	31,116,170,220
Debt limit rate	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Debt limit	13,811,691,804	13,811,691,804	12,417,644,721	10,999,679,708	9,694,283,179	8,550,266,460	8,085,258,362	7,849,476,177	7,695,095,272	7,779,042,555
Debt applicable to limit:										
General bonded debt	899,622,477	983,685,137	981,999,155	1,031,616,230	1,056,761,560	922,542,295	841,378,033	857,669,416	860,049,886	807,926,422
Less: amount set aside for repayment of general bonded debt	3,641,844	4,909,310	14,022,061	8,269,822	1,825,778	2,099,876	3,102,238	6,253,224	14,329,756	18,762,284
Total net debt applicable to limit	895,980,633	978,775,827	967,977,094	1,023,346,408	1,054,935,782	920,442,419	838,275,795	851,416,192	845,720,130	789,164,138
<b>Legal debt margin</b>	<b>\$ 12,915,711,171</b>	<b>\$ 12,832,915,977</b>	<b>\$ 11,449,667,627</b>	<b>\$ 9,976,333,300</b>	<b>\$ 8,639,347,397</b>	<b>\$ 7,629,824,041</b>	<b>\$ 7,246,982,567</b>	<b>\$ 6,998,059,985</b>	<b>\$ 6,849,375,142</b>	<b>\$ 6,989,878,417</b>
Total net debt applicable to the limit as a percentage of debt limit	6.49%	7.09%	7.80%	9.30%	10.88%	10.77%	10.37%	10.85%	10.99%	10.14%

Notes:

This schedule includes Avery Ranch, Pearson Place and Northwoods Road Districts (blended component units).

Texas Constitution Art. 3 Section 52(B)

Under Legislative provision, any county, any political subdivision of a county, any number of adjoining counties, or any political subdivision of the state, or any defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include towns, villages, or municipal corporations, upon a vote of two-thirds majority of the resident property taxpayers voting thereon who are qualified electors of such district or territory to be affected thereby, in addition to all other debts, any issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof.

**Williamson County, Texas**  
Demographic and Economic Statistics  
Last Ten Fiscal Years  
(Unaudited)

**Table 13**

Year	County					State of Texas	United States
	Estimated Population <sup>a</sup>	Personal Income (thousands of dollars) <sup>a</sup>	Per Capita Personal Income <sup>a</sup>	School Enrollment <sup>b</sup>	Unemployment Rate <sup>c</sup>	Per Capita Personal Income <sup>a</sup>	Per Capita Personal Income <sup>a</sup>
2019	\$ 566,719	N/A	N/A	95,760	2.8%	N/A	N/A
2018	566,719	19,544,956	35,825	106,683	3.0%	30,143	32,621
2017	547,545	19,544,956	34,575	94,025	3.0%	28,985	31,177
2016	528,718	18,371,452	32,705	89,765	3.6%	27,828	29,829
2015	508,514	16,855,771	33,147	89,365	3.4%	28,210	29,979
2014	489,250	19,050,320	31,709	87,215	4.3%	26,513	28,555
2013	471,014	14,827,843	31,481	86,709	5.4%	26,327	28,184
2012	456,232	13,187,194	28,905	84,279	5.5%	25,359	27,319
2011	442,782	13,462,310	30,404	84,459	7.7%	24,682	26,708
2010	422,679	12,161,743	28,773	81,219	6.9%	23,863	26,059

Notes:

N/A - Not available

\* Personal Income last update in 2018

Sources:

<sup>a</sup> 2008 to 2019 - U.S. Census Bureau QuickFacts

<sup>b</sup> School enrollment provided by the Independent School Districts within the County.

Several school districts cross the county line.

<sup>c</sup> September rate for 2008 to 2010 - Texas Workforce Commission

<sup>b</sup> September rate for 2011 to 2019 - Tracer Texas Labor Market Information website



**Williamson County, Texas**  
Principal Employers  
Current Year and Nine Years Ago  
(Unaudited)

**Table 14**

Employer <sup>a</sup>	2019			2010		
	Employees <sup>b</sup>		Percentage of Total County Employment	Employees <sup>b</sup>		Percentage of Total County Employment
Dell Computer	13,000	1	7.32%	11,000	1	9.00%
Round Rock ISD	7,235	2	4.07%	5,928	2	4.85%
Leander ISD	5,198	3	2.93%	4,375	3	3.58%
HEB Grocery	4,522	4	2.55%	3,096	4	2.53%
Georgetown ISD	1,842	5	1.04%	1,716	7	1.40%
Williamson County	1,756	6	0.99%	1,500	9	1.23%
City of Round Rock	1,008	7	0.57%	2,198	5	1.80%
City of Cedar Park	933	8	0.53%			
Emerson Process Management	875	9	0.49%			
Round Rock Premium Outlets	800	10	0.45%			
<b>Total</b>	<b>37,169</b>		<b>20.94%</b>	<b>33,157</b>		<b>27.13%</b>
Total Avg. Employees for the 1st Qtr per Texas Labor Market Information Website <a href="https://texaslmi.com/">https://texaslmi.com/</a>	177,567			122,256		

Source:

<sup>a</sup> Individual employers provided employee count.

<sup>b</sup> Individual cities provided employee count.

**Williamson County, Texas**  
County Government Employees by Function  
Last Ten Fiscal Years  
(Unaudited)

**Table 15**

Function	Fiscal Year									
	2019 <sup>a</sup>	2018 <sup>a</sup>	2017 <sup>a</sup>	2016 <sup>a</sup>	2015 <sup>a</sup>	2014 <sup>a</sup>	2013 <sup>a</sup>	2012 <sup>a</sup>	2011 <sup>a</sup>	2010 <sup>a</sup>
General Government	270	262	249	252	246	235	229	227	225	217
Judicial	248	242	224	231	226	215	209	208	209	210
Public Safety	1,022	1,002	979	989	973	961	932	922	908	909
Transportation	134	129	129	129	124	123	123	123	123	125
Community Services	78	59	47	46	42	36	36	35	37	39
<b>Total</b>	<b>1,752</b>	<b>1,694</b>	<b>1,628</b>	<b>1,646</b>	<b>1,611</b>	<b>1,571</b>	<b>1,530</b>	<b>1,516</b>	<b>1,502</b>	<b>1,500</b>

Source: Williamson County Human Resource or Payroll Department

Note:

<sup>a</sup> Budgeted positions

Function/Program or Department	Fiscal Year									
	2019 <sup>a</sup>	2018 <sup>a</sup>	2017 <sup>a</sup>	2016 <sup>a</sup>	2015 <sup>a</sup>	2014 <sup>a</sup>	2013 <sup>a</sup>	2012 <sup>a</sup>	2011 <sup>a</sup>	2010 <sup>a</sup>
General Government										
Commissioners court	17	12	12	12	12	12	12	12	12	12
Building Maintenance	30	28	28	28	28	26	25	25	25	25
Budget Office	3	3	2	2	2	2	2	2	2	2
County Auditor	29	29	29	29	28	26	26	26	26	26
County Clerk	10	24	24	25	25	25	25	25	25	25
County Judge	4	7	7	7	6	6	6	6	6	4
County Treasurer	5	5	5	5	5	5	5	5	5	5
County Clerk Records Mgmt	14	-	-	-	2	1	1	1	1	1
Elections	12	12	11	11	11	11	11	11	10	10
Fleet Services	17	17	17	17	17	17	17	17	17	17
HUD CDBG	1	1	1	1	1	1	1	1	1	1
Air Check Grant	-	-	-	-	-	1	1	1	1	1
MHMR Grant	-	-	-	-	2	1	1	1	1	-
Human Resources	15	15	11	14	13	13	12	11	9	10
Information Technology Services	45	42	38	38	35	31	27	26	26	24
Infrastructure	2	2	2	2	2	2	2	2	2	1
Purchasing	10	10	9	9	7	7	7	7	7	7
Tax Assessor/Collector	56	55	53	52	50	49	49	49	49	46
	270	262	249	252	246	235	229	227	225	217

# Williamson County, Texas

## County Government Employees by Function – Continued Last Ten Fiscal Years (Unaudited)

Table 15

Function/Program or Department	Fiscal Year									
	2019 <sup>a</sup>	2018 <sup>a</sup>	2017 <sup>a</sup>	2016 <sup>a</sup>	2015 <sup>a</sup>	2014 <sup>a</sup>	2013 <sup>a</sup>	2012 <sup>a</sup>	2011 <sup>a</sup>	2010 <sup>a</sup>
Judicial										
County Attorney	55	55	53	52	51	48	45	45	46	47
District Attorney	42	38	35	33	31	29	27	27	28	28
County Clerk	20	20	20	20	20	19	19	19	19	19
District Clerk	33	31	28	28	27	27	27	27	27	27
County Courts at Law	16	16	16	16	16	16	16	16	16	17
District Courts	16	16	16	25	25	23	22	21	20	19
Justice of the Peace	51	51	51	51	51	48	48	48	48	48
Courthouse Security	2	2	2	3	3	3	3	3	3	3
Magistrates Office	10	10	-	-	-	-	-	-	-	-
Personal Bond Office	3	3	3	3	2	2	2	2	2	2
	248	242	224	231	226	215	209	208	209	210
Public Safety										
911 Communications/EOC	84	86	83	82	72	70	71	68	58	55
911 Addressing	3	3	3	3	3	2	2	2	2	2
Constables	54	53	52	52	52	51	51	51	51	51
DPS	2	2	2	2	2	2	2	2	3	4
EMS	147	140	133	145	145	145	127	124	124	127
HAZ-MAT	4	-	-	-	-	-	-	-	-	-
Jail	321	314	315	313	311	307	307	307	307	307
Juvenile Services	164	164	164	162	162	162	155	155	152	151
Mobile Outreach	11	17	9	13	15	15	13	9	7	8
Sheriff	232	223	218	217	211	207	204	204	204	204
	1,022	1,002	979	989	973	961	932	922	908	909
Transportation										
Road and Bridge	134	129	129	129	124	123	123	123	123	125
Community Services										
Agricultural Extension Service	3	3	3	3	4	4	4	4	5	8
Animal Shelter	31	20	18	18	17	16	16	15	15	15
Conservation	2	2	2	2	2	1	1	1	1	1
On Site Sewer Facilities	9	8	-	-	-	-	-	-	-	-
Parks and Recreation	23	21	19	18	14	11	11	11	12	11
Tobacco Fund (HUG Program)	3	-	-	-	-	-	-	-	-	-
Veterans Services	7	5	5	5	5	4	4	4	4	4
	78	59	47	46	42	36	36	35	37	39
	1,752	1,694	1,628	1,646	1,611	1,571	1,530	1,516	1,502	1,500

Source: Williamson County Human Resource or Payroll Department

Note:

<sup>a</sup> Budgeted positions

**Williamson County, Texas**  
**Operating Indicators by Function/Program**  
**Last Ten Fiscal Years**  
**(Unaudited)**

**Table 16**

Function/Program	Fiscal Year									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
General Government										
Number of A/P checks issued	9,406	10,356	12,196	14,477	16,063	17,487	15,869	17,014	20,355	19,471
Number of outgoing A/P wires	180	180	151	138	170	119	152	104	216	174
Number of invoices processed	34,933	37,837	39,388	41,304	41,663	40,655	40,038	43,822	42,081	41,136
Number of Pcard charges	14,827	13,818	12,073	9,712	8,484	7,580	8,146	6,688	7,248	6,827
Number of electronic payments	6,328	6,845	4,520	3,462	2,094	682	3,422	2,019	-	-
Judicial										
Hot Check Cases										
Number of checks processed	478	441	650	804	1,159	1,853	3,316	4,323	4,478	6,169
Number of theft by check cases filed	81	101	104	120	100	403	430	611	700	686
Public Safety										
Number of 911 calls received	95,578	83,136	63,589	86,049	94,829	65,371	84,997	93,280	173,981	115,848
EMS 911 runs	25,465	24,114	22,856	21,318	24,781	25,725	23,895	24,132	23,828	24,334
EMS transfer runs	555	807	808	847	884	909	411	542	1,108	1,578
Number of total EMS runs	26,020	24,921	23,664	22,655	25,665	26,634	24,306	24,674	24,936	25,912
Average EMS response time in minutes	7:51	8:04	7:54	7:53	8:14	7:52	7:26	6:54	6:38	6:25
Average Jail daily population	572	561	694	647	578	620	566	569	586	608
Jail bookings	13,055	12,997	13,805	13,826	13,583	15,052	16,003	16,564	16,439	16,839
Jail releases	13,076	12,711	13,964	13,687	13,591	15,041	16,004	16,567	16,486	16,890
Jail inmates at 9/30/XXXX	558	590	641	796	572	606	582	568	553	637
Violations reported by Sheriff Office	22,198	17,246	21,022	20,445	21,809	20,097	22,898	47,181	55,043	53,670
Transportation*										
Roadway resurfacing (CL miles)	88	91	94	102	90	118	130	83	186	127
Hot Mix Asphalt Overlay (CL miles)	7	9	-	5	-	-	2	N/A	N/A	N/A
Crack Seal Applied (LN miles)	271	250	228	77	168	174	118	N/A	N/A	N/A
Asphalt Patches Applied (Tons)	18,100	14,880	14,995	23,500	26,000	27,000	24,600	N/A	N/A	N/A
Bridge / Bridge Class Culvert Replacement (each)	6	14	26	-	1	30	2	N/A	N/A	N/A
Culvert Replacement and Maintenance (each)	135	177	303	234	220	197	153	N/A	N/A	N/A
Major Roadway Rehabilitation (CL miles)	9	7	10	13	18	16	14	N/A	N/A	N/A
Mowing along roadways (miles) **	5,563	4,772	5,901	9,386	13,350	40,820	42,138	5,707	6,328	7,321
Ditch and culvert cleaning (CL miles)	5	9	7	14	14	-	9	4	8	21
Striping and Delineation Applied (CL miles)	180	154	86	62	32	55	44	N/A	N/A	N/A
Signage Replaced (each)	2,562	2,588	2,071	2,348	2,573	2,560	1,727	N/A	N/A	N/A
Grade and Shape Gravel Roads (CL miles)	158	171	180	101	198	105	105	N/A	N/A	N/A
Community Services										
Participants using sport fields	113,008	144,987	147,680	148,361	66,809	87,966	141,275	130,284	156,858	157,704
Parks Dept. reservations	4,526	4,445	5,492	6,497	4,733	1,174	1,159	4,585	577	713
Riders of the miniature train	26,178	34,957	35,838	32,583	29,713	20,016	18,845	16,742	13,202	14,653

Source:

Various County departments

\*Beginning with FY2013, Transportation is reported in greater detail. "CL miles" refer to Center Line Miles

\*\*Mowing is now reported in Total Miles instead of Center Line Miles.

**Williamson County, Texas**  
**Capital Assets by Function/Program**  
**Last Ten Fiscal Years**  
**(Unaudited)**

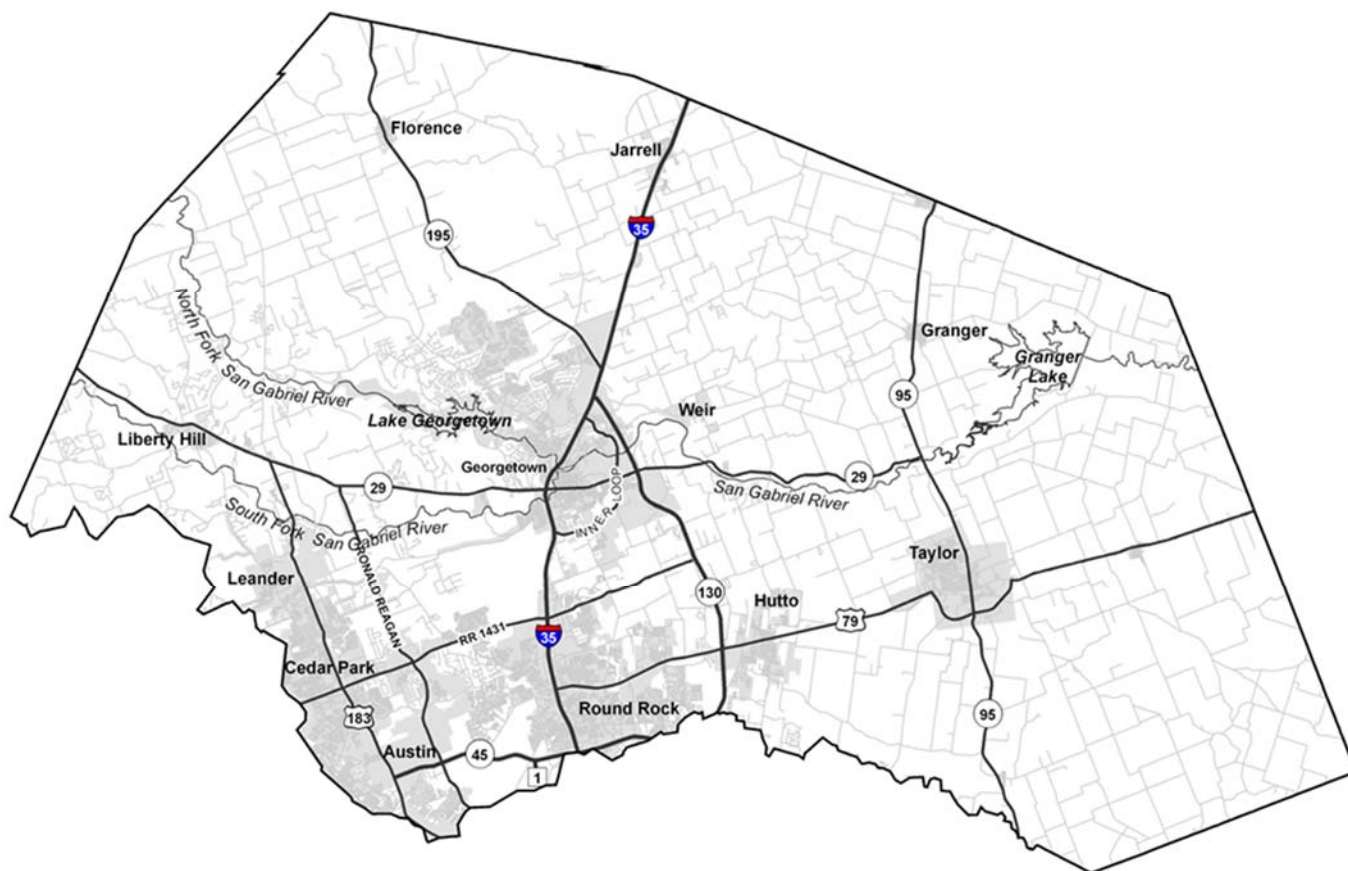
**Table 17**

Function/Program	Fiscal Year									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
General Government										
Buildings/Facilities - all functions	74	72	65	65	65	61	59	58	57	49
Vehicles	78	44	53	51	47	43	40	41	35	31
Judicial										
Vehicles	13	12	12	12	11	10	11	11	10	10
Public Safety										
Vehicles	565	490	469	436	461	384	463	472	403	381
Transportation										
Miles of roadway maintained	1498	1493	1485	1474	1,463	1440	1422	1,416	1,418	1,413
Bridges	212	211	212	212	212	212	209	208	206	201
Vehicles	368	272	283	269	346	306	345	345	202	131
Community Services										
Parks acreage										
Developed	364	364	364	364	364	364	364	364	364	364
Total	2,935	3,533	3,524	3,390	3,387	3,296	3,252	3,178	3,022	3,022
Hike & bike trails (miles)	29	29	29	28	20	18	18	15	15	15
Fields										
Cricket	1	1	1	1	1	1	1	1	1	1
Soccer	11	11	11	11	11	11	11	11	11	11
Softball	2	2	2	2	2	2	2	2	2	2
Courts										
Basketball	6	6	6	6	6	6	6	6	6	6
Tennis	8	8	8	8	8	8	8	8	8	8
Splash pads	1	2	2	2	2	2	2	1	1	N/A
Miniature train ride	1	1	1	1	1	1	1	1	1	1
Disc golf holes	18	18	18	18	18	18	18	18	18	18
Picnic pavilions	10	10	10	10	10	10	10	10	10	6
Campsites	77	26	28	28	28	28	28	18	18	18
Vehicles	18	32	33	36	63	66	48	49	16	6

Source:

Various County departments and Texas Department of Transportation

# Williamson County, Texas Map



## Williamson County

### Miscellaneous Information

#### Organized in 1848

**Form of Government:** A political subdivision of the State of Texas

**Area**<sup>1</sup>: 1,136 square miles (1,124 sq. miles/land; 12 sq. miles/water)

**Population:** 566,719 (U.S. Census Bureau December 2019 data)

#### Quality of Life:

*Health Ranking:* The County Health Rankings, released in March 2019 by the University of Wisconsin's Population Health Institute and the Robert Wood Johnson Foundation, ranked Williamson County third among 244 Texas Counties in the health factors (how healthy they can be) and health outcomes category (how healthy people are and how long they live). These findings are with regards to key factors that affect health such as smoking, obesity, binge drinking, access to primary care providers, rates of high school graduation, rates of violent crime, air pollution levels, access to healthy foods, unemployment rates and number of children living in poverty. Since the rankings were first introduced in 2010, Williamson County has been ranked among the top five healthiest counties in Texas.

*Hospitals:* St. David's Hospitals are located in Round Rock and Georgetown, with Emergency Centers in Cedar Park and Leander. Baylor Scott & White Medical Centers are located in Round Rock and Taylor. Seton Medical Center Williamson is located in Round Rock. Cedar Park Regional Medical Center is located in Cedar Park.

#### Recreation:

*Athletics:* Round Rock Express (AAA Minor League Baseball team), Texas Stars AHL hockey team, Austin Spurs NBA G-League basketball team, Austin Wild Indoor Football Team, community athletic leagues including softball, tennis, kickball, baseball, basketball, and aquatics; recreational/fitness centers; golf courses; and numerous running and cycling activities, both competitive and recreational, hosted by Williamson County cities.

#### *Parks*

*& Outdoors:* Fishing, camping, water sports and wading on Lake Georgetown and Lake Granger; five county parks and numerous city parks (including 15.27 miles of hiking, biking, and running trails; sport fields, disc golf course, playgrounds, splash park); hunting on lands near Lake Granger; Cedar Rock Railroad miniature train in the Southwest Regional Park.

#### *Higher*

*Education:* Austin Community College has campuses in Cedar Park, Round Rock and Leander. Temple College offers classes in Taylor and Hutto. Southwestern University is located in Georgetown. Round Rock also offers classes from Texas State University and Texas A&M Health Science Center. The East Williamson County Higher Education Center, in Hutto, offers classes from Temple College, Texas State Technical College Waco and Texas A&M University.

#### *Family:*

The Williamson Museum in Georgetown offers exhibits, programs and tours of the Williamson County Historic Courthouse and the Williamson Museum on the Chisholm Trail in Round Rock opened summer of 2017 and is particularly focused on the history of the Round Rock area. Other museums include the Palm House Museum, and the Dan Moody Museum in Taylor. Family fun is available on the Hill Country Flyer steam train in Cedar Park and Inner Space Caverns in Georgetown. The Georgetown Palace Theater offers theater productions that are affordable entertainment and educational opportunities for all members of the family.



## Williamson County, Texas

### Miscellaneous Information – Continued

#### Community

##### Events:

Williamson County Sheriff's Posse Rodeo in Jarrell, Taylor Rodeo, The Williamson Museum's Chisholm Trail Days, Georgetown Red Poppy Festival, Round Rock's Frontier Days, Cedar Park's 4th of July Celebration at Milburn Park, Hutto Old Tyme Days, Taylor International Barbecue Cook-off, Brushy Creek MUD's Hairy Man Festival, and other annual community festivals thrive in the County. Music and entertainment events are held at the HEB Center at Cedar Park. In addition, the newly completed Williamson County Expo Center in Taylor hosts a wide variety of family friendly events, including concerts, rodeos, public meetings, livestock shows, shopping markets, dog shows and barrel races.

#### **Economic Resources<sup>2</sup>:**

##### Business:

Information technology and computer systems, agricultural and agribusiness, advanced manufacturing and assembly, construction, real estate, government and educational sectors are significant economic contributors. Williamson County is a member of the Austin MSA, one of the fastest growing areas in the country. The booming population paired with abundant available resources allows a range of business endeavors to flourish.

##### Minerals:

Building stone, sand, gravel and oil.

##### Agriculture<sup>3</sup>:

The area consists primarily of rolling prairie. However, mixed hardwood timber and brush is prevalent in many areas. The major field crops in the area are corn, cotton, and grain sorghum.

The 2018 Williamson County annual agriculture increment report shows the county had 97,210 acres of feed corn for a total crop value of \$21,271,100; 6,713 acres of grain sorghum for a total crop value of \$2,839,500; 19,364 acres of cotton for a total crop value of \$5,084,800; 8,100 acres of wheat for grain for a total crop value of \$1,806,000; 284 acres of oats for grain for a total crop value of \$58,700; 305 acres of pecans for a total crop value of \$300,000; nursery and horticulture production revenues totaled \$7,560,000 and the county had approximately 190,000 acres of native grasslands.

Livestock revenues included: 2,000 hens with \$10,000 of total production revenue; 26,000 stockers for a total production revenue of \$13,000,000; 51,000 beef cows and calves for a total production revenue of \$56,750,300; 2,815 goats for a total revenue of \$98,425; and 700 honey bee hives producing 50,000 pounds of honey for a total revenue of \$45,000.

There are an estimated 35,000 to 45,000 acres in hunting and recreation leases totaling \$2,300,000 1,787,500 in revenue.

#### **Sources:**

<sup>1</sup> U. S. Census Bureau

<sup>2</sup> Economic Development and Parks and Recreation Departments for the Cities of Georgetown, Round Rock, Cedar Park, Leander, Taylor and Hutto.

<sup>3</sup> Texas A&M AgriLife Extension Service

## Williamson County

### Miscellaneous Information – Continued

#### Students Enrolled in Colleges and Universities Located Near or Within the County:

<u>University</u>	<u>Fall 2019 Enrollment</u>
Austin Community College	41,056
Concordia University Texas	2,456
Huston-Tillotson University	1,114
St. Edward's University	3,976
Southwestern University	1,511
Temple College	5,087
Texas A&M Health Science Center	2,901
Texas State University (Round Rock)	1,878
University of Texas	51,090

#### Health Care Facilities Located Near or Within the County <sup>b</sup>:

##### Hospitals:

Cedar Park Regional Medical Center	Baylor Scott & White Hospital, Taylor
Baylor Scott & White University Medical Campus	Georgetown Behavioral Health Institute
Reliant Rehabilitation Hospital Central Texas	Rock Springs, Georgetown
St. David's Georgetown Hospital	Ascension Seton Medical Center Williamson
St. David's Round Rock Medical Center	Round Rock
	Rehabilitation Hospital of Round Rock

##### Clinic Facilities:

Austin Diagnostic Clinic – Cedar Park, Round Rock  
Austin Regional Clinic – Cedar Park, Hutto, Round Rock  
Bluebonnet Trails Community Services - Cedar Park, Georgetown, Hutto, Taylor  
Brushy Creek Family Medical Associates  
Cedar Park Family Practice  
Central Texas Diagnostic Clinic  
Dell Children's Circle of Care Pediatrics  
Round Rock Health Clinic  
    Lake Aire Medical Center, Georgetown  
    Texas A&M HSC Whitestone, Cedar Park  
    Pediatrics at Hutto  
Express Urgent Care, Round Rock  
EasyCare Round Rock, Austin Diagnostic Clinic  
Family Medical Center of Cedar Park  
Family Medical Center of Georgetown  
Family Medicine Associates of Round Rock  
Family Medicine Clinic of Georgetown  
FasMed Urgent Care – Georgetown, Taylor  
Georgetown Medical Clinic  
Health Center at Scott and White Hospital, Taylor  
Hill Country Family Health Specialists  
Leander Healthcare Center

## **Williamson County, Texas**

### Miscellaneous Information – Continued

Lone Star Circle of Care Federally Qualified Health Ctr

Dell Children's-Circle of Care Adolescent Health at Texas A&M HSC, Round Rock

A.W. Grimes Medical Offices, Round Rock

Family Medicine at Lake Aire Medical Center, Georgetown

Senior Health Care Lake Aire Medical Center, Georgetown

Seton-Circle of Care Family Medicine at Texas A&M HSC, Round Rock

Seton-Circle of Care Behavioral Health at Texas A&M HSC, Round Rock

Seton-Circle of Care Women's Services at Texas A&M HSC, Round Rock

LSCC OB/GYN, Round Rock

Psychiatry & Behavioral Health at Lake Aire Medical Center, Georgetown

Psychiatry & Behavioral Health at Round Rock Health Clinic, Round Rock

Minute Clinic – Cedar Park, Georgetown, Round Rock

NextCare Urgent Care-Austin North, Georgetown, Round Rock

Northwest Diagnostic Clinic, Cedar Park

Physician Associates of Georgetown

Physician's Center, P.A., Georgetown

Pro-Med Minor Emergency Center, N. Hwy 183

Rapid Care Clinic, Leander

Redi Clinic – Cedar Park, Round Rock

Rock Springs – Changes, Round Rock

Baylor Scott & White Clinic – Cedar Park, Cedar Park West, Georgetown, Hutto, Johns (Taylor),

University (Round Rock), Round Rock West

Seton Cedar Park

St. David's Urgent Care, Round Rock, Georgetown, Hutto, Cedar Park

St. David's Emergency Center, Cedar Park

Texas MedClinic, Round Rock

Town Center Family Medicine of Cedar Park

T&K Physician Associates, Georgetown

Town Center Family Medicine of Cedar Park

Urgent and Family Care, Parmer Lane

#### **Public Health Centers:**

Williamson County and Cities Health District – Cedar Park, Georgetown, Round Rock, Taylor

#### **Volunteer Clinic Facilities:**

Samaritan Health Ministries

Sacred Heart Community Clinic, Round Rock

Pflugerville Community Health Center North (Low Cost Clinic)

**Note:** This is not an exhaustive list. Not included are individual practitioners, specialty care practices, and pediatric practices. New facilities are opening on an ongoing basis.

**Source:** a – Respective college or university  
b – Williamson County and Cities Health District

## **Williamson County**

### **Government Office Information**

The government of Williamson County, Texas is subdivided into several different offices, each with its own legally constituted duties as prescribed by the constitution and/or legislative act. The head of some offices are elected officials while others are appointed by the Commissioners Court or the District Judges of Williamson County as provided by law.

#### **Constitutional Offices**

Williamson County is a political body. The general governing body of the County is the Commissioners Court, which has none of the functions of a traditional court, but has powers and duties clearly set forth and defined in the constitution and statutes. The Commissioners Court is comprised of four commissioners, each of whom is elected by the qualified voters of one of four precincts in the County, and a County Judge, who is elected countywide as presiding officer. Commissioners Court, as a political subdivision of the state, was created to carry out policy common to the state. Therefore, it was not mainly created to advance the interest of the locality in which it is located. The election of the various County officials ensures, in most instances, the application of state laws and regulations, in light of local needs and statutes, and to establish a courthouse and jail, appoint numerous officials, fill vacancies in certain County offices, let contracts in the name of the County, build roads and bridges, administer the County's public welfare services, perform numerous duties in regard to elections, set the County tax rate, issue bonds, and adopt the County budget.

#### **District Courts**

There are five District Courts in Williamson County, each of which is a court of general jurisdiction and may try both civil and criminal cases. The judge of each of the respective courts is elected countywide. The District Courts have original jurisdiction in all criminal cases of the grade of felony, and all suits on behalf of the state to recover penalties, forfeitures and escheat. The District Courts preside over all cases of divorce, misdemeanors involving official misconduct, suits to recover damages, slander or defamation of character, suits for title of land and for enforcement of liens thereon, suits for the right of property levied upon by virtue of any writ of execution, sequestration, or attachment when the property levied on is valued at an amount of \$500 (exclusive of interest) and all suits concerning contested elections.

These courts and the judges thereof have power to issue writs of habeas corpus, mandamus, injunction, certiorari and all writs necessary to enforce their jurisdictions. The District Courts also have appellate jurisdiction and general supervisory control over the County Commissioners Court. They have general original jurisdiction over all causes of action which a remedy or jurisdiction is not provided by law or the Constitution. The District Court, concurrently with County Court, has the general jurisdiction of a probate court and may do all things associated with the duties of a probate court enumerated under County Court. In addition, the District Courts share concurrent jurisdiction with the County Courts at Law when the matter in controversy exceeds \$500 but is less than \$10,000. Along with these constitutional and statutory responsibilities, the District Judges have the statutory responsibility of appointing the County Auditor and Court Reporters for each of the respective District Courts. The District Judges, along with the County Court at Law Judges, appoint the Community Supervision and Corrections Department Director. The District Judges, along with the County Judge serve on the County Juvenile Board which oversees the operations of the Juvenile Probation Department and appoints the Chief Juvenile Probation Officer.

## **Williamson County, Texas**

### **Government Office Information – Continued**

#### **Constables**

In general, the duties of the Constable are to perform a service or act, execute and return, as provided by law, all civil and criminal processes, writs, citations, subpoenas, summons, warrants, and precepts, directed and delivered by a lawful official, anywhere in the constable's County, or in a County contiguous to the constable's County, and in other locations as provided by law. The Constable may seize and sell real estate and personal property upon order of the court, take eviction action and attend justice court proceedings. The Constable may enforce all state laws and arrest offenders with or without warrant for felonies or misdemeanor offenses committed against the peace and dignity of the state.

#### **County Attorney**

The countywide electorate elects the County Attorney. Duties include representation of the State of Texas in all criminal proceedings under investigation or pending before the County Courts at Law and Justice Courts of the County, examination and prosecution of all cases pending before the Juvenile Courts, and representation of the State in all cases appealed to or from any of these courts. The County Attorney also processes felony and misdemeanor hot checks, obtains protective orders for victims of domestic violence, represents the Department of Protective and Regulatory Services in cases involving abuse or neglect of children or helpless adults, and obtains commitment orders for mental illness and substance abuse. The County Attorney Attends Commissioners Court as the civil lawyer for the County and provides a full range of legal services in that capacity. Also provided by the County Attorney is legal advice to all County officials and employees. Where applicable, the County Attorney oversees the representation of officials and employees who are involved in litigation.

#### **County Clerk**

The countywide electorate elects the County Clerk and the duties and fees collected by the office are prescribed by the legislature. The County Clerk is the clerk of the County and of Commissioners Court and is the official recorder of County business. By legislation in Williamson County, the County Clerk functions as the clerk of the court for each of the County Courts at Law. In addition, the County Clerk acts as recorder of deeds and other instruments, records and issues death and birth certificates, issues marriage licenses, registers cattle brands, records and retains all plats, and maintains records of mental health commitments. The County Clerk serves as clerk of the Probate and Civil Court and keeps all records, books, paper, and proceedings of the probate court as well as the County Courts at Law criminal dockets. Additional responsibilities include keeping all records properly indexed, arranged and preserved.

#### **District Attorney**

The legislature may create the Office of the District Attorney in any judicial district in the state and prescribe the duties of the office. Such an office in Williamson County has been created and the District Attorney is a constitutional officer. The countywide electorate elects the District Attorney. The duties of the office in general are to represent the State of Texas on all criminal matters before the District Courts of Williamson County. These matters include grand jury proceedings along with bond and asset forfeitures. The District Attorney also handles all appeals from any such matters that are taken to the Court of Appeals, Texas Court of Criminal Appeals, the Texas Supreme Court and the United States Supreme Court.

## **Williamson County, Texas**

### **Government Office Information – Continued**

#### **District Clerk**

The countywide electorate elects the District Clerk. In general, the functions of this office are to serve in an administrative capacity for the District Courts (state courts), to perform judicial or quasi-judicial duties in connection therewith, to act as custodian of the court records, to receive money in the clerk's official capacity, and to perform general assessed duties as are enjoined by statute or imposed by the lawful authority of the court. The District Clerk of Williamson County also maintains the files for all criminal, civil, family, and tax cases handled by these courts.

#### **Justice of the Peace Courts**

There are four Justice of the Peace Courts in Williamson County. Each Justice of the Peace is elected by the voters living within their respective precinct. Justices of the Peace have jurisdiction in all Class C misdemeanor criminal matters where such fines are established by statute. Also, the Justices of the Peace have jurisdiction in civil matters either in Small Claims Court or Justice Court where the amount in controversy is \$10,000 or less (exclusive of interest) of which exclusive original jurisdiction is not given to the County or District Courts. Appeals to the County Court shall be allowed in all cases decided in Justice Court, however, in civil cases, only when the judgment is for more than \$20 (exclusive of costs). The Small Claims Court exercises concurrent jurisdiction with the Justice Courts in all actions for recovery of money by any person, association of persons, corporations or by any attorney for such parties or other legal entity where the amount involved, exclusive of cost, does not exceed the sum of \$10,000. Small Claims courts may only recover money. All decisions of Small Claims Court and Justice Courts, provided that the amount in controversy, exclusive of costs, exceeds the sum of \$20 may, upon rendition of final judgment by the Judge of the Court, be appealed to the County Court or County Courts at Law. Other duties of the Justices of the Peace in Williamson County include death inquests, mental probable cause hearings, criminal prisoner admonishments, peace bond hearings, school truancy cases, juvenile magistrate statements, animal cruelty hearings, and other administrative duties per code.

#### **Sheriff**

The qualified voters of the County elect the Sheriff to office. The duties of the Sheriff are prescribed by the legislature. The Sheriff may employ guards for the safekeeping of prisoners in the jail and, subject to regulations of Commissioners Court, has charge and control of the courthouse. In addition, the Sheriff shall execute all processes and precepts directed by legal authority and make return thereof to the proper court. The Sheriff is the Chief Law Enforcement Officer for the County and custodian of the County jail. In addition to apprehending criminals and serving writs and other legal papers for the Civil, County, and District Courts, the Sheriff is also charged with keeping order in the courtrooms. The Sheriff also administers proactive programs aimed at crime prevention and substance abuse control such as the Drug Abuse Resistance Education (DARE) program.

#### **Tax Assessor-Collector**

The Tax Assessor-Collector is elected by the countywide electorate and performs all the duties with respect to assessing property for the purpose of taxation and collection of taxes as may be prescribed by the legislature. The duties of the office consist of assessing and collecting County property taxes. The officer may serve in a similar capacity for any incorporated city, town, village, school districts--independent or otherwise, drainage district, and water control in the County. The Tax Assessor-Collector of Williamson County, in addition to assessing and collecting for taxable real and personal property within the County, collects the taxes for many independent cities and districts. Other duties include collecting state and county license fees, occupation fees, and state automobile transaction taxes.

## **Williamson County, Texas**

### **Government Office Information – Continued**

#### **County Treasurer**

The countywide electorate elects the County Treasurer. The duties of the County Treasurer are to receive County funds and disburse them, subject to the County Auditor's countersignature. The function of this office is an essential part of internal control in financial matters in that all monies due to the County must be placed in the Treasurer's custody. Monies are forwarded to the County Treasury and can be withdrawn upon the signature of the County Treasurer and countersignature of the County Auditor. Additional responsibilities of the County Treasurer include signatory authority for all payroll related payments with the countersignature of the County Auditor. Also, the County Treasurer is responsible for the reconciliation of all bank accounts upon which the Treasurer acts as signatory. The County Treasurer prepares and submits all required reports and payments to the State of Texas and serves as Secretary to the Bail Bond Board. In addition, the County Treasurer serves as the Certified Investment Officer for the County relative to all requirements of the Public Funds Investment Act.

#### **Offices Created by Legislative Law**

##### **County Court at Law**

There are four County Courts-at-Law in Williamson County, each created by the legislature. The countywide electorate elects each of the County Court at Law judges. These courts have jurisdiction in all misdemeanor cases, probate, and mental illness and chemical dependency matters. The County Courts-at-Law have concurrent jurisdiction with the District Courts in family law cases, including divorces, child custody cases and in civil matters where the amount in controversy does not exceed \$100,000 (exclusive of punitive or exemplary damages, costs, and interest). The County Courts-at-Law have appellate jurisdiction in all appeals in criminal and civil cases from Justice Courts and Municipal Courts. Along with these duties, the County Court at Law Judges and the District Judges appoint the Community Supervision and Corrections Department Director.

##### **County Auditor**

The County Auditor is appointed by the District Judges and serves as the Chief Accounting Officer of the County. The County Auditor has general oversight of all County records and is responsible per statute, for projecting revenue during the budget process. The County Auditor must sign all checks written for the County. It is the responsibility of the County Auditor's office to audit each fee collecting office at least once each quarter. Financial reporting is also performed by the County Auditor's office. The County Auditor is responsible for the creation of the Comprehensive Annual Financial Report (CAFR) and the Popular Annual Financial Report (PAFR) that are submitted each year to the Government Finance Officers Association for review. In addition, the County Auditor oversees the payroll and accounts payable function for the entire County. Other responsibilities include accounting for fixed assets and administering and reporting all grant funds received from the state and federal government and other entities. The County Auditor also serves as the fiscal officer for the Community Services and Corrections Department and Chief Fiscal Officer for Juvenile Services.

##### **Budget Officer**

In a county with a population of more than 125,000 the Commissioners Court may appoint a Budget Officer. The Budget Officer is responsible for preparing a county budget for the fiscal year. In preparing or monitoring the budget, the Budget Officer may require the County Auditor or any other district, county, or precinct officer of the county to provide any information necessary for the Budget Officer to properly prepare or monitor the budget. The county budget is approved by Commissioners Court.



## **Williamson County, Texas**

### **Government Office Information – Continued**

#### **Regional Animal Shelter Director**

The mission of the Regional Shelter Director is to ensure humane care is provided to all animals in the shelter, to assist the participating entities in enforcing state law and local ordinances, and to otherwise serve the citizens in a cost-effective manner. The Regional Shelter Director takes responsibility for animal shelter operations and staff by developing and enforcing policies and procedures that are compliant with local, state and federal law. Priorities include development and maintenance of budgetary and financial goals, communication and relationships with regulatory agencies, Commissioners Court, Shelter Board and officials from all city/county entities. The director also monitors and reports trends which may be used to facilitate planning of programs consistent with the success of overall shelter goals. The Shelter Director is hired by County officials utilizing input from the Regional Animal Shelter's Board of Directors.

#### **Chief Juvenile Probation Officer**

The County Juvenile Board, comprised of five District Judges and the County Judge, appoints the Chief Juvenile Probation Officer. The general duties of this office are to properly investigate, process, and handle all cases referred to them by the courts, law enforcement agencies, parents, and other agencies. The Juvenile Probation Department compiles and prepares a detailed social history on all referred offenders and recommends corrective action to the Juvenile Court. The department provides professional casework services and supervision to delinquent children who are placed on probation by the Juvenile Court. Juvenile detention and intensive residential care are also provided by and through the Juvenile Services Department. Each of these units provides care 365 days a year. Several specialized programs are operated through Juvenile Services to include Community Services and Restitution, Gang Intervention, and Juvenile Drug and Delinquency Prevention. One specialized sex offender caseload officer is also provided through Juvenile Services.

#### **County Emergency Services Senior Director**

The County Judge, with the advice and consent of Commissioners Court, appoints the Senior Director of Emergency Services of Williamson County. It is the Senior Director's duty to control and direct the areas of Emergency Management, Emergency Communications, Fire Marshal-Special Operations, MOT (Mobile Outreach Team), Wireless Communications, and EMS (Emergency Medical Services). It is the responsibility of the senior director to serve as liaison between municipal districts, county, regional, state and federal emergency management functions as well as other emergency management organizations. Emergency Management will respond to local disasters by coordinating recovery activities with local, regional and state entities. The area of Fire Marshal – Special Operations is responsible for responding to hazardous material spills, swift-water rescue, and technical rescue within the county and the region. The Fire Marshal's Office enforces the fire code and conducts fire investigations. MOT responds to mental health crisis calls in the county in coordination with the various law enforcement agencies within the county. Emergency Communications handles all 911 communications between the general public and County, City and Special District Agencies tasked with rapid response. Wireless Communications manages the radio system between the various Public Safety Agencies within the County. EMS responds to all emergency medical calls and handles transport of patients within the county except within the City of Georgetown.

## **Williamson County, Texas**

### **Government Office Information – Continued**

#### **County Extension Service Agent**

The Williamson County Office of the Texas Agricultural Extension Service is a unique partnership between the County Commissioners Court and the Texas A & M University System. County Extension Agents provide outreach education to the citizens of Williamson County in the areas of Agriculture, Family and Consumer Sciences, 4-H, Youth Development, and Horticulture. Agents utilize research-based information to conduct workshops, clinics, tours, meetings and programs, as well as preparing news releases and web-based education. The Extension Service values and promotes citizen and community involvement, research-based education, lifelong learning, and volunteerism.

#### **CSCD Director**

The Community Supervision and Corrections Department (also known as Adult Probation Department) Director is appointed by the District and County Court at Law Judges with criminal jurisdiction. The department is responsible for supervising adult misdemeanor offenders placed on community supervision (adult probation), offenders placed under pre-trial supervision, and offenders placed in the department's 90-bed intensive inpatient substance abuse program referred to as the Central Texas Treatment Center. The department's mission is to protect the community and rehabilitate offenders. The department operates several rehabilitation programs for the supervision of offenders and specialized caseloads for sex offenders, special needs offenders, offenders required to be monitored on electronic monitoring or surveillance, and offenders required to have ignition interlock devices that monitor alcohol use in their vehicles. The department receives most of its funding from state funds and offender fees. The Texas Department of Criminal Justice-Community Justice Assistance Division provides grant and operational funds, and oversight to the department.

#### **Elections Administrator**

The Elections Administrator is the County Elections Official and is appointed by the Williamson County Elections Commission. The duties of the Elections Administrator include all voter registration activities for over 346,484 registered voters in 94 precincts and the conduct of election activities for more than 44 county, city and school governments, as well as 67 municipal and special utility districts. Duties also include the preparation and maintenance of appropriate political jurisdiction maps. The Elections Administrator prepares elections contracts and conducts elections for federal and state elections, and for local elections when requested. Duties include the selection and coordination of poll sites, selection and training of poll workers, and preparation of ballot materials. The Elections Administrator serves as the repository for local officials' campaign and expenditure reports. The Elections Administrator provides information to the public regarding voter registration and elections and serves as a liaison to the Secretary of State regarding elections issues.

#### **Facilities Senior Director**

The County Judge appoints the Facilities Senior Director with the advice and consent of the Commissioners Court. The Facilities Senior Director oversees all County facilities construction activities and ensures the quality and completion of maintenance and repair for all County-owned buildings and grounds. Maintenance includes all major and minor repairs to County facilities, supervision and execution of all janitorial and grounds maintenance contracts, and review/approval of payments to suppliers, contractors, and utilities.

## **Williamson County, Texas**

### **Government Office Information – Continued**

#### **Human Resource Senior Director**

The Human Resource (HR) Senior Director for Williamson County is appointed by the County Judge with the advice and consent of the Commissioners Court. The Senior Director must ensure the County follows state and federal hiring laws, that applicants meet the qualifications of a particular job opening and that the public is notified when a job opening becomes available within the County. The HR Senior Director is responsible for the management of the Self-Funded Benefits Plan and various other medical and dental benefit plans offered by the County as well as life and disability insurance, workers' compensation insurance, the wellness program and the employee assistance program. The HR Senior Director also monitors the claims disbursement made under the Self-Funded Benefits Plan and must ensure the various benefits plans are administered in compliance with federal laws and regulation. The HR Senior Director must ensure the County complies with the Drug-Free Workplace Policy, the Family and Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA). The Senior Director ensures compliance with Williamson County compensation policies and directs the biannual salary study process.

#### **Infrastructure Services Senior Director**

The County Judge, with the advice and consent of the Commissioners Court, appoints the Senior Director of Infrastructure Services of Williamson County. It is the Senior Director's duty to control and direct the areas of Fleet Services, the County Engineer's Office and the Road and Bridge Division. It is the responsibility of the senior director to serve as a liaison with local, state, county, and federal organizations. Fleet Services personnel maintain Williamson County's fleet of vehicles and equipment; make recommendations, during the budget process, for equipment replacement needs of county departments and assist in defining what types of equipment should be purchased. The Road and Bridge Division of Williamson County has the responsibility for the maintenance and repair of all County roads, bridges, drainage structures and ditches pertaining to the road system in Williamson County. The County Engineer's Office is responsible for planning, design and inspection of roadway and drainage facilities required to provide for the safe, economical and productive operation of the County's transportation system. The County Engineer's Office is additionally responsible for land development coordination activities such as plat review for the unincorporated areas within the County.

#### **Parks Department Senior Director**

The County Judge appoints the Parks Department Senior Director with the advice and consent of the Commissioners Court. The Parks Department Senior Director is responsible for the development, operation, and maintenance of County parks, trails and preserves. The Parks Department Senior Director also provides for safe and secure facilities and coordinates park related development and activities with cities in the County.

#### **Purchasing Agent**

The Purchasing Agent is appointed by the Commissioners Court. The Purchasing Agent is responsible for carrying out the purchasing function as prescribed by law and for administering the procedures prescribed by law for notice and public bidding for county purchases and contracts. The County Purchasing Agent purchases all supplies, materials and equipment required or used by the county and contracts for all repairs to purchased equipment, as needed. The Purchasing Agent has the responsibility of providing an accounting for all property on hand annually to the County Auditor and the Commissioners Court.

## **Williamson County, Texas**

### **Government Office Information – Continued**

#### **Technology Services Senior Director**

The County Judge, with the advice and consent of the Commissioners Court, appoints the Technology Services Senior Director of Williamson County. It is the Technology Services Senior Director's duty to oversee the functions of Technology Services (TS), Geographic Information Systems (GIS), 911 Addressing and Records Management (RM) for the County. TS includes installing new systems, protecting computer-stored records, maintaining control of daily Data Lifecycle functions, troubleshooting within County offices as computer-related issues arise as well as supporting County-wide telecommunications. GIS includes management of the central GIS database and interfaces as well as providing GIS, GPS, and related services to County departments and the public. 911 Addressing includes maintaining the 911 telephone database for the entire County and providing addressing services for the unincorporated areas and small cities. RM functions include warehousing and protecting records from the various County departments, monitoring and coordinating destruction schedules, and warehousing and coordinating the disposal of assets as the assets exceed their useful life. In addition, the Technology Services Senior Director oversees County mail courier functions.

#### **Veterans Services Officer**

In a county with a population of 200,000 or more the Commissioners Court shall maintain a Veterans County Service office. The Commissioners Court appoints the County Veterans Services Officer and the number of Assistant County Veterans Services Officers that it considers necessary. Veterans Services staff assists veterans and their families with information on programs and services that are available for individuals that have served in the armed forces. They also help them file for and receive their entitled benefits from the Department of Veterans Affairs. Programs and services available include educational benefits, vocational benefits, disability retirement, obtaining lost military records and more.

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## **Federal and State Award Programs**

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**Independent Auditor's Report on Internal Control over  
Financial Reporting and on Compliance and Other Matters  
Based on an Audit of Financial Statements Performed  
in Accordance with *Government Auditing Standards***

To the Honorable County Judge  
and County Commissioners  
Williamson County, Texas

We have audited, in accordance with the auditing standards generally accepting in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County, Texas (the County), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated March 19, 2020.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Honorable County Judge  
and County Commissioners  
Williamson County, Texas

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Weaver and Tidwell, L.L.P.*

WEAVER AND TIDWELL, L.L.P.

Austin, Texas  
March 19, 2020

**Independent Auditor's Report on Compliance for Each Major  
Program and Report on Internal Control over Compliance  
in Accordance with the Uniform Guidance and State of Texas  
Uniform Grant Management Standards**

To the Honorable County Judge  
and County Commissioners  
Williamson County, Texas

**Report on Compliance for Each Major Federal and State Program**

We have audited the compliance of Williamson County, Texas (the County) with the types of compliance requirements described in the U.S. *Office of Management and Budget (OMB) Compliance Supplement* and the State of Texas Uniform Grant Management Standards (UGMS) that could have a direct and material effect on its major federal and state programs for the year ended September 30, 2019. The County's major federal and state programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal and state programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of the County's major federal and state programs based on our audit of the types of compliance requirements referred to above.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and UGMS. Those standards, the Uniform Guidance, and UGMS require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal or state program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each of the County's major federal and state programs. However, our audit does not provide a legal determination of the County's compliance.

***Opinion on Each Major Federal and State Program***

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2019.

The Honorable County Judge  
and County Commissioners  
Williamson County, Texas

## Report on Internal Control over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal and state program as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal and state program and to test and report on internal control over compliance in accordance with the Uniform Guidance and UGMS, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal or state program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal or state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and UGMS. Accordingly, this report is not suitable for any other purpose.

*Weaver and Tidwell, L.L.P.*

WEAVER AND TIDWELL, L.L.P.

Austin, Texas  
March 19, 2020

## Williamson County, Texas

### Schedule of Findings and Questioned Costs For the Fiscal Year Ended September 30, 2019

#### Section 1. Summary of Auditor's Results

##### Financial Statements

An unmodified opinion was issued on the financial statements.

Internal control over financial reporting:

Material weakness(es) identified? \_\_\_\_\_ Yes   X   No

Significant deficiencies identified that are not  
considered to be material weakness(es)? \_\_\_\_\_ Yes   X   None reported

Noncompliance material to financial statements noted? \_\_\_\_\_ Yes   X   No

##### Federal and State Awards

Internal control over major programs:

Material weakness(es) identified? \_\_\_\_\_ Yes   X   No

Significant deficiencies identified that are not  
considered to be material weakness(es)? \_\_\_\_\_ Yes   X   None reported

An unmodified opinion was issued on compliance for  
major programs.

Any audit findings disclosed that are required to be reported  
in accordance with the Uniform Guidance, or  
State of Texas Uniform Grant Management Standards? \_\_\_\_\_ Yes   X   No

Identification of major federal programs:

20.205 Highway Planning & Construction Program

Identification of major state programs:

Texas Indigent Defense Program

Dollar threshold use to distinguish between type  
A and type B programs? \$750,000 - Federal  
\$300,000 - State

Auditee qualified as low-risk auditee?   X   Yes \_\_\_\_\_ No

## **Williamson County, Texas**

Schedule of Findings and Questioned Costs – Continued  
For the Fiscal Year Ended September 30, 2019

### **Section 2. Financial Statement Findings**

None

### **Section 3. Federal and State Award Findings and Questioned Costs**

None

### **Section 4. Schedule of Prior Audit Findings and Questioned Costs**

None

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**Williamson County, Texas**  
**Schedule of Expenditures of Federal and State Awards**  
**For the Fiscal Year Ended September 30, 2019**

Federal Grantor/ Pass Through Grantor Program Title	Federal CFDA Number	Grant or Identifying Number	Pass- Through to	Expenditures	
			Non-State Entities	Direct	Total
FEDERAL AWARDS					
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Passed Through Texas Department of Family and Protective Services					
Title IV-E Contract (Legal)	93.658	23939896	\$ -	\$ 19,481	\$ 19,481
HHSC	93.788	N/A	-	2,717	2,717
Total Passed Through Texas Department of Family and Protective Services			-	22,198	22,198
Passed Through City of Round Rock					
City of Round Rock	93.788	N/A	-	281,647	281,647
Total Passed Through Texas Department of Family and Protective Services			-	281,647	281,647
Total U.S. Department of Health and Human Services			\$ -	\$ 303,845	\$ 303,845
U.S. DEPARTMENT OF AGRICULTURE					
Passed Through Texas Department of Agriculture					
FY '19 National School Lunch Program	10.555	75M1002/TX-246-2008	\$ -	\$ 27,833	\$ 27,833
Total Passed Through Department of Agriculture			-	27,833	27,833
Total U.S. Department of Agriculture			\$ -	\$ 27,833	\$ 27,833
U.S. DEPARTMENT OF HOMELAND SECURITY					
Passed Through Texas Office of the Governor - Division of Emergency Management					
2018 Homeland Security - Hazmat Monitor & Maintenance	97.067	EMW-2018-SS-00005-2957203	\$ -	\$ 56,728	\$ 56,728
2018 Homeland Security - Area Hazmat	97.067	EMW-2018-SS-00005-3248001	-	71,039	71,039
Total Passed Through Texas Office of the Governor - Division of Emergency Management			-	127,767	127,767
Passed Through Texas Department of Public Safety - Division of Emergency Management					
City of Austin - Pass Through TDEM Reimbursement	97.042	PW90601-4416	-	43,551	43,551
Emergency Management Performance Grant	97.042	19TX-EMPG-1418	-	77,698	77,698
Total Passed Through Texas Department of Public Safety - Division of Emergency Management			-	121,249	121,249
Total U.S. Department of Homeland Security			\$ -	\$ 249,016	\$ 249,016
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Direct Programs					
Community Development Block Grant	14.218	BC-14-UC-48-0502	\$ 60,140	\$ -	\$ 60,140
Community Development Block Grant	14.218	BC-15-UC-48-0502	67,881	-	67,881
Community Development Block Grant	14.218	BC-16-UC-48-0502	20,000	-	20,000
Community Development Block Grant	14.218	BC-17-UC-48-0502	469,632	-	469,632
Community Development Block Grant	14.218	BC-18-US-48-0502	107,438	-	107,438
Total Direct Programs			725,091	-	725,091
Total U.S. Department of Housing and Urban Development			\$ 725,091	\$ -	\$ 725,091
U.S. DEPARTMENT OF JUSTICE					
Direct Programs					
Equitable Sharing Program	16.922	TX2460000 410411	\$ -	\$ 70,840	\$ 70,840
Total Direct Programs			-	70,840	70,840
Passed Through Office of the Governor - Criminal Justice Division					
2019 Youth Mentoring	16.540	2018-JF-FX-0009	-	35,712	35,712
2019 Vocational Training	16.540	2019-JF-FX-0009	-	36,000	36,000
Total Passed through Office of the Governor - Criminal Justice Division			-	71,712	71,712
Passed Through Office of Justice Programs					
State Alien Assistance Program	16.606	2019-AP-BX-0197	-	108,781	108,781
JAG Grants	16.738	2018-DJ-BX-0633	-	8,104	8,104
Total Passed through Office of Justice Programs			-	116,885	116,885
Total U.S. Department of Justice			\$ -	\$ 259,437	\$ 259,437

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

# Williamson County, Texas

## Schedule of Expenditures of Federal and State Awards – Continued For the Fiscal Year Ended September 30, 2019

Federal Grantor/ Pass Through Grantor Program Title	Federal CFDA Number	Grant or Identifying Number	Pass- Through to Non-State Entities	Expenditures	
				Direct	Total
FEDERAL AWARDS					
U.S. DEPARTMENT OF TRANSPORTATION					
Passed Through Texas Department of Transportation - Pass Through Toll Financing FM 1660 CR 134 to CR 101 - Highway Planning & Construction Cluster	20.205	PT2005-001-01-PTT1566-01-009	\$ -	\$ 8,895	\$ 8,895
Total Passed Through Texas Department of Transportation - Pass Through Toll Financing - Highway Planning & Construction Cluster			-	8,895	8,895
Passed Through Texas Department of Transportation					
IH 35 from RM 1431 to SH45 Operational Study - Highway Planning & Construction Cluster	20.205	0015-09-167	-	2,690	2,690
Brushy Creek Regional Trail Phase V - Highway Planning & Construction Cluster	20.205	0914-05-191	-	154,385	154,385
SH 29 CR 200 Intersection Improvements - Highway Planning & Construction Cluster	20.205	0151-03-041	-	500,000	500,000
Total Highway Planning & Construction Cluster				665,970	665,970
STEP - Click it or Ticket Mobilization	20.616	2019-WilliamsonCo-CIOT-00036	-	4,031	4,031
Total Passed Through Texas Department of Transportation			-	661,106	661,106
Total U.S. Department of Transportation			\$ -	\$ 670,001	\$ 670,001
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 725,091	\$ 1,510,132	\$ 2,235,223
OFFICE OF THE ATTORNEY GENERAL					
Direct Programs					
2018 Texas Vine Program		1772235	\$ -	\$ 28,547	\$ 28,547
Total Direct Programs			-	28,547	28,547
Total Office of the Attorney General			\$ -	\$ 28,547	\$ 28,547
OFFICE OF THE GOVERNOR					
Passed Through Criminal Justice Division					
2019 Williamson County Veterans		2019-DC-ST-0012	\$ -	\$ 87,163	\$ 87,163
2020 Williamson County Veterans		2020-SF-ST-0015	-	5,050	5,050
Total Passed Through Criminal Justice Division			-	92,213	92,213
Total Office of the Governor			\$ -	\$ 92,213	\$ 92,213
TEXAS PARKS AND WILDLIFE DEPARTMENT					
Direct Programs					
2019 Go Program		52-0000753	\$ -	\$ 15,341	\$ 15,341
River Ranch Park		51-000071	-	5,691	5,691
Total Direct Programs			-	21,032	21,032
Total Texas Parks and Wildlife Department			\$ -	\$ 21,032	\$ 21,032
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY					
Direct Programs					
LIP Emissions		582-14-40118	\$ -	\$ 51,131	\$ 51,131
Total Direct Programs			-	51,131	51,131
Passed Through Texas Commission on Environmental Quality					
2017 & 2018 & 2019 AirCheck		582-12-20269	194,982	-	194,982
Total Passed Through Texas Commission on Environmental Quality			194,982	-	194,982

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

# Williamson County, Texas

## Schedule of Expenditures of Federal and State Awards – Continued For the Fiscal Year Ended September 30, 2019

State Grantor/ Pass Through Grantor Program Title	Federal CFDA Number	Grant or Identifying Number	Pass- Through to Non-State Entities	Expenditures	
				Direct	Total
STATE AWARDS					
TEXAS INDIGENT DEFENSE COMMISSION					
Direct Programs					
Texas Indigent Defense Program		212-19-246	\$ -	\$ 399,134	\$ 399,134
Total Direct Programs			-	399,134	399,134
Total Texas Indigent Defense Commission			\$ -	\$ 399,134	\$ 399,134
TEXAS VETERANS COMMISSION					
Direct Programs					
2018 & 2019 Veterans Treatment Court		N/A	\$ -	\$ 22,866	\$ 22,866
Total Direct Programs			-	22,866	22,866
Total Veterans Commission			\$ -	\$ 22,866	\$ 22,866
TEXAS DEPARTMENT OF STATE HEALTH SERVICES					
Passed Through Bluebonnet MHMR					
2019 El Paso Deployment		N/A	\$ -	\$ 36,130	\$ 36,130
Total Passed Through Bluebonnet MGMR			-	36,130	36,130
Total Texas Department of State Health Services			\$ -	\$ 36,130	\$ 36,130
TOTAL EXPENDITURES OF STATE AWARDS			\$ 194,982	\$ 651,053	\$ 846,035
TOTAL EXPENDITURES OF FEDERAL AND STATE AWARDS			\$ 920,073	\$ 2,161,185	\$ 3,081,258

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

## **Williamson County, Texas**

### **Notes to the Schedule of Expenditures of Federal and State Awards**

#### **Note 1. General**

The accompanying schedule of expenditures of federal and state awards presents the activity of all applicable federal and state awards of Williamson County, Texas (the County). The County's reporting entity is defined in Note 1 to the County's financial statements. Federal and state awards received directly from federal and state agencies as well as federal and state awards passed through other government agencies are included in the respective schedule. Negative amounts shown in the schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures.

#### **Note 2. Basis of Accounting**

The accompanying schedule of expenditures of federal and state awards is presented using the modified accrual basis of accounting. Expenditures are recognized when the related fund liability is incurred. Federal grants are considered to be earned to the extent of expenditures made under the provisions of the grant and, accordingly, when such funds are received they are recorded as deferred revenue until earned.

#### **Note 3. Relationship to Federal Financial Reports**

Grant expenditure reports as of September 30, 2019, which have been submitted to grantor agencies will, in some cases, differ slightly from amounts disclosed herein. The reports prepared for grantor agencies are typically prepared at a later date and often reflect refined estimates of year-end accruals. The reports will agree at termination of the grant as the discrepancies noted are timing differences.

#### **Note 4. Indirect Cost Rate**

The County has not elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

# Williamson County Public Annual Financial Report

*For Fiscal Year End September 30, 2019*





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# 2019



## Popular Annual Financial Report

The Williamson County PAFR is an unaudited and user-friendly document produced with the intent to raise awareness and knowledge of the financial operations of the County. The PAFR does not include all the details of the CAFR (Comprehensive Annual Financial Report). If you need further financial information, please visit the County Auditor's website: <http://wilco.mygovcenter.com/financial-reports>.

## Williamson County Commissioners Court

County Judge



*Bill Gravell*

Commissioner Pct 1



*Terry Cook*

Commissioner Pct 2



*Cynthia Long*

Commissioner Pct 3



*Valerie Covey*

Commissioner Pct 4



*Russ Boles*

*Photo credits: Sheriff Chody, Dan Cohen, Pam Navarrette and Connie Odom.*

# County Auditor Message

Dear Citizens of Williamson County,

I am pleased to present the Popular Annual Financial Report (PAFR) for the fiscal year ended September 30, 2019. This financial summary provides a less technical discussion of the County finances. The document provides important financial data that presents a brief explanation on where the county-wide resources come from, how those dollars are spent and how those transactions affect the citizen.

The County has experienced major job growth and proliferation of business and residential development. Business incentives, a low tax rate and affordable housing are major factors that have contributed to the growth of the County. Williamson County's population is expected to grow to more than 1.6 million by 2050. To keep up with the growth, Williamson County voters recently approved a bond package for both roads and parks on November 5, 2019 in the amount of \$447 million. The amount approved for each is \$412 million in road bonds and \$35 million in park bonds. In January 2020, we reaffirmed a AAA credit rating that has been sustained since 2010. The AAA credit rating is provided to entities that have excellent financial performance, which provides further assurances that Williamson County will continue to be great stewards of our citizen's money.

The Williamson County Auditor's Office has generated this Citizen's Report using financial information taken from the 2019 Comprehensive Annual Financial Report (CAFR) that was audited by Weaver and Tidwell, LLP with an unmodified opinion. An unmodified opinion indicates that the financial statements are prepared according to Generally Accepted Accounting Principles (GAAP) and are free of material misstatement concerning the overall financial position of the County.

This report is not intended to replace the CAFR; the function of this report is to provide a readable and understandable format on the County's finances. Both the CAFR and PAFR are available on our website <http://wilco.mygovcenter.com/financial-reports>. I invite you to share any questions, concerns, feedback or recommendations you may have by emailing [jljones@wilco.org](mailto:jljones@wilco.org).

Respectfully submitted,

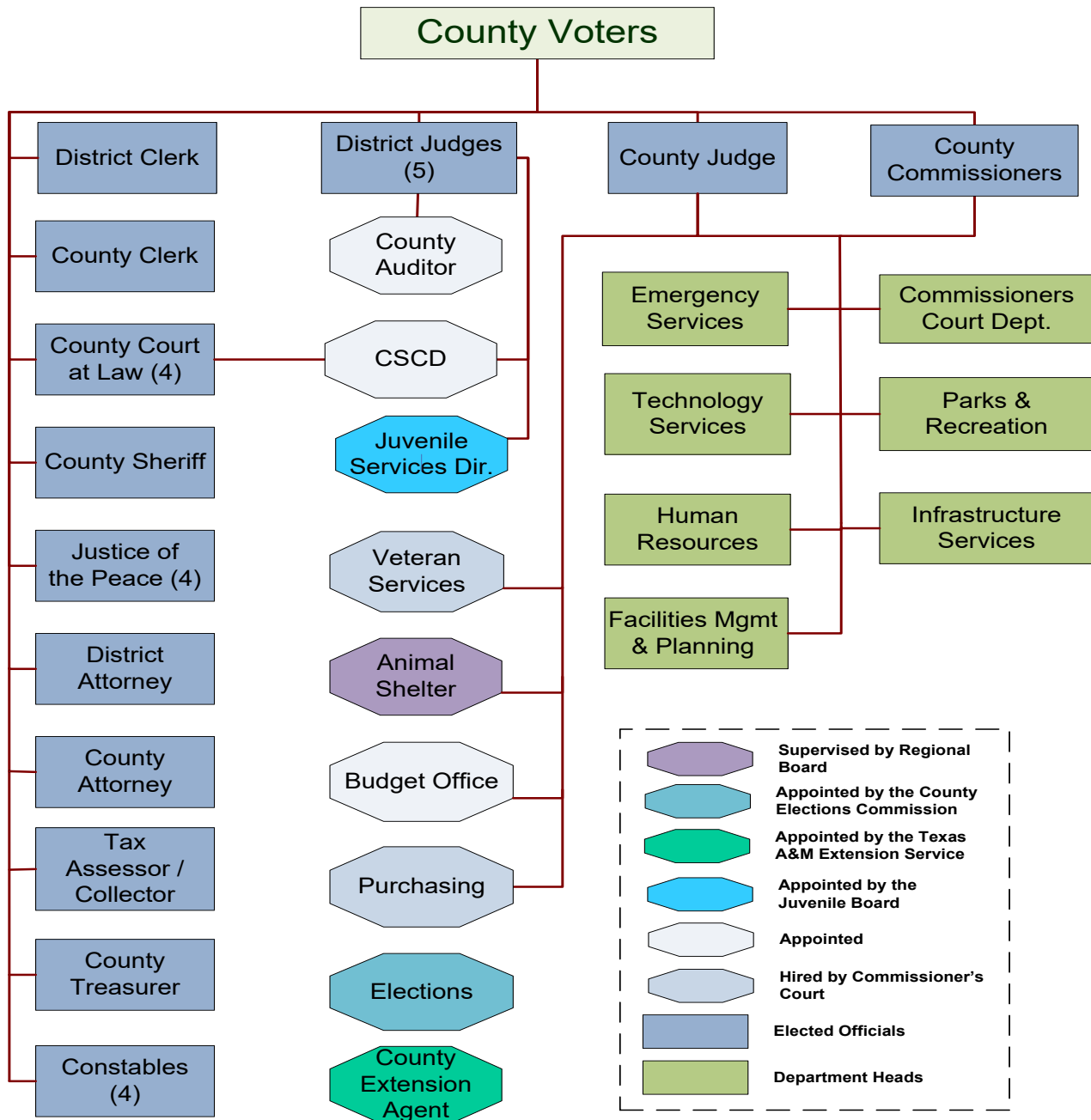


Jerri L. Jones  
County Auditor





# Organizational Chart



Effective: 03/08/2019

# County Government

## WILLIAMSON COUNTY ELECTED OFFICIALS\*

*Donna King*  
*Stacey Mathews*  
*Rick J. Kennon*  
*Ryan D. Larson*  
*Betsy Lambeth*  
*Bill Gravell, Jr.*  
*Terry Cook*  
*Cynthia Long*  
*Valerie Covey*  
*Russ Boles*  
*Vinnie Cherrone*  
*Richard Coffman*  
*Kevin Stofle*  
*Marty Ruble*  
*Nancy Rister*  
*Brandy Hallford*  
*Laura Barker*  
*Doug Arnold*  
*John B. McMaster*  
*Shawn Dick*  
*Lisa David*  
*KT Musselman*  
*Edna Staudt*  
*Evelyn McLean*  
*Stacy Hackenberg*  
*Dolye "Dee" Hobbs*  
*Robert Chody*  
*Scott Heselmeyer*  
*Larry Gaddes*

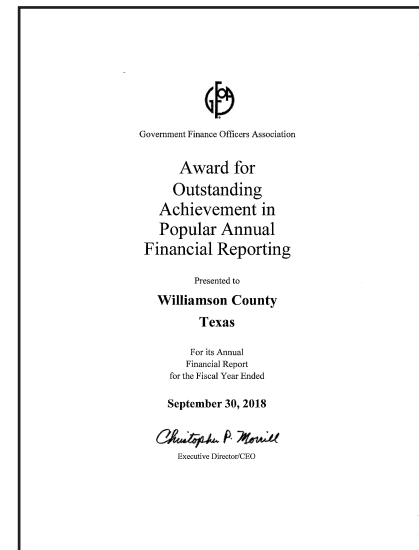
Judge, 26th District Court  
Judge, 277th District Court  
Judge, 368th District Court  
Judge, 395th District Court  
Judge, 425th District Court  
County Judge  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4  
Constable, Precinct 1  
Constable, Precinct 2  
Constable, Precinct 3  
Constable, Precinct 4  
County Clerk  
Judge, Cty Court at Law 1  
Judge, Cty Court at Law 2  
Judge, Cty Court at Law 3  
Judge, Cty Court at Law 4  
District Attorney  
District Clerk  
Justice of Peace, Precinct 1  
Justice of Peace, Precinct 2  
Justice of Peace, Precinct 3  
Justice of Peace, Precinct 4  
County Attorney  
County Sheriff  
County Treasurer  
Tax Assessor/Collector

\*As of January 1, 2020

## GFOA Award

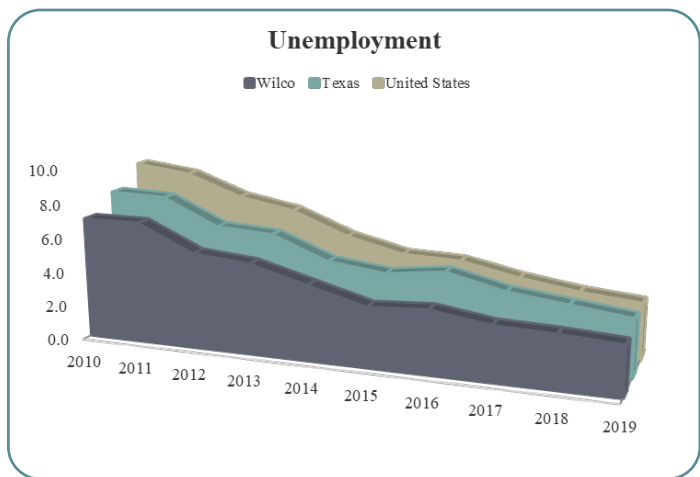
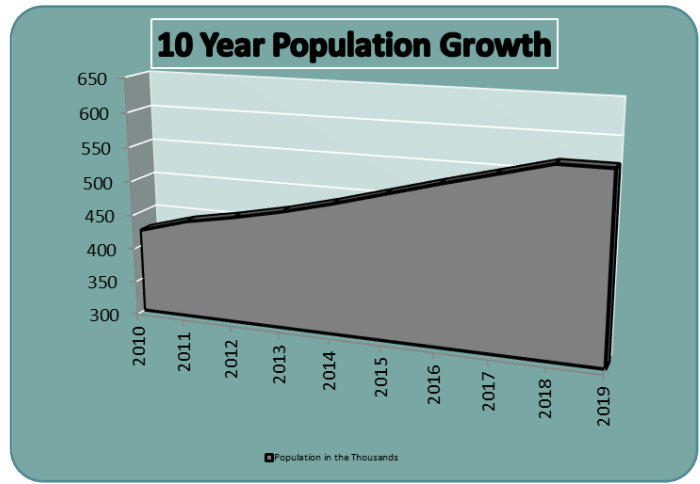
For fiscal year ended September 30, 2018, the Governmental Finance Officers Association of the United States and Canada (GFOA) has given an Award for Outstanding Achievement in Popular Annual Financial Reporting to Williamson County for the 14th consecutive year.

In order to receive an Award of Outstanding Achievement in Popular Annual Financial Reporting, a government unit must publish a PAFR whose contents conform to program standards of creativity, presentation, understandability and reader appeal. We believe our current report continues to conform to the Popular Annual Financial Reporting requirements, and we are submitting the current year report to GFOA.



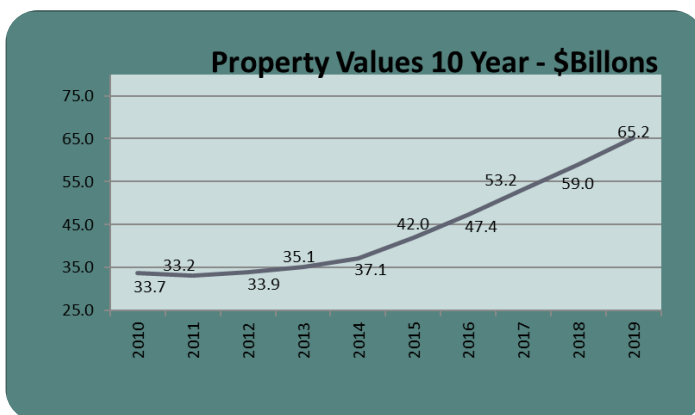
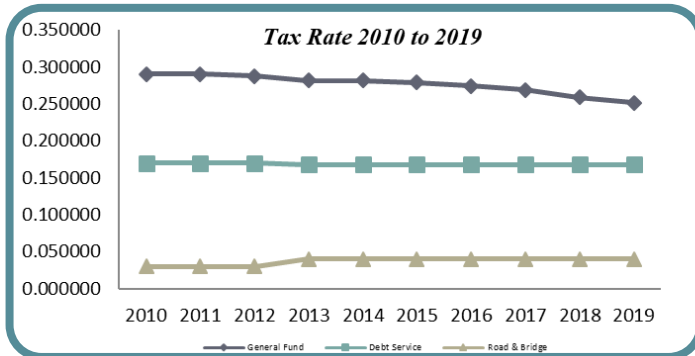
# About Williamson County

Established in 1848, Williamson County is centrally located in the state of Texas adjacent to Travis County. Williamson County continues to be one of the top growing areas in the state of Texas and in the country. Williamson County occupies a land area of 1,135 square miles and provides services to an estimated population of 566,719. The current unemployment rate is 2.8% and employment opportunities are projected to grow steadily over time. Williamson County has a mild climate with affordable housing, a low cost of living, and beautiful scenic vistas. County taxes are among the lowest in the state to comparable counties; and unlike most states, Texas does not have a personal income tax. All these reasons make Williamson County one of the most desirable places to live and work in the United States.



# Tax Rate and Trends

Williamson County sets tax rates in three areas: the General Fund, Debt Service, and Road & Bridge. The 2019 tax rate is \$0.459029 per \$100 value and broken down as follows: \$0.251529 for General Fund, \$0.1675 for Debt Service, and \$0.04 for Road and Bridge. The graph below reflects the changes in tax rates by each source since 2010. Property taxes support government activities. From last fiscal year, property tax revenue increased \$21.7 million. For 2019, tax rates decreased slightly. However, property values increased by 13%. Taxpayers can view the trend of increased growth in property values from 2010 to the current fiscal year in the second graph below.



## Top 10 Taxpayers

*Dell Computer*

*BRI 1869 Parmer, LLC*

*Oncor Electric Delivery Co*

*CPG Round Rock LP & SPG Round Rock NS LP*

*Lakeline Developers*

*BRE RC 1890 Ranch TX LP*

*NW Austin Office Partners LLC*

*IVT Parke Cedar Park LLC*

*Atmos Energy/Mid-Tex Dist*

*HEB Grocery Company LP*

## Debt Service Fund

The Debt Service Fund is used to account for the accumulation of resources for, and payment of, general long-term debt, principal, interest and issuance costs. For more detail on the debt service, go to the County Auditor's website. The table on the right provides the fund's revenue, expenditures, and ending fund balance over the past three years.

Debt Service Fund - \$M			
	2019	2018	2017
Revenue	\$107.3	\$97.2	\$87.4
Expenditures	\$111.1	\$104.2	\$82.6
Ttl other financing sources (uses)	(\$3.8)	(\$7.0)	\$4.8
Ending Fund Balance	\$6.9	\$6.8	\$7.5

## Road & Bridge Fund

The Road & Bridge Fund is a special revenue fund used to account for money received from taxes, vehicle registration and rebates from the state of Texas. Expenditures in the fund are utilized for maintenance and construction of county roads and bridges. The table on the right provides the fund's revenue, expenditures, and ending fund balance over the past three years.

Road & Bridge Special Revenue Fund - \$M			
	2019	2018	2017
Revenue	\$33.7	\$29.8	\$26.9
Expenditures	\$24.9	\$26.0	\$23.2
Ttl other financing sources (uses)	\$8.8	\$3.8	\$3.7
Ending Fund Balance	\$22.5	\$21.5	\$21.6



# Financial Trend Summary

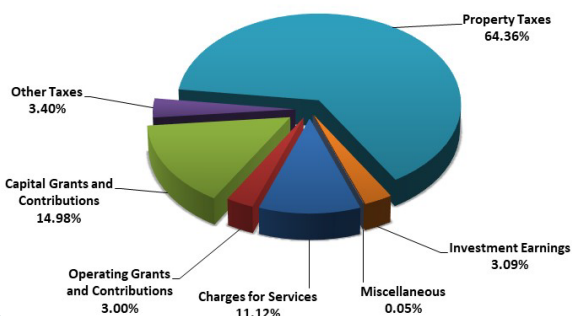
## Where the Money Comes From:

**REVENUES = \$456,779,487**

The graph below breaks down the categories of where the County collects revenue.

- *Property Taxes*: The largest source of revenue available to fund programs in the County.
- *Fees of Office and Charges for Services*: Fees paid by individuals, businesses, or other governments who purchase, use or directly benefit from goods or services provided.
- *Intergovernmental*: Payments or donations from other governmental entities through contractual agreements.
- *Investment Earning*: Interest income and other income from investment activities.

Revenues by Source - Governmental



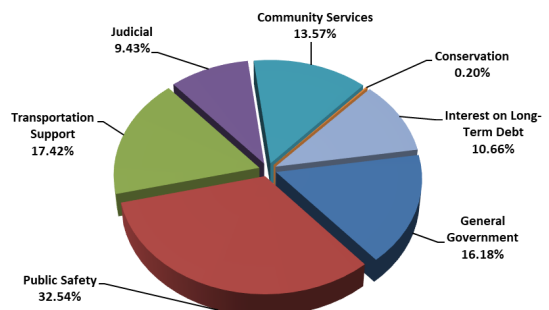
## How Your Tax Dollars Are Spent:

**EXPENDITURES = \$358,709,743**

The graph below represents a breakdown of the categories for which the County spends taxpayers' dollars on public services.

- *Public Safety*: Welfare and protection of the general public. The largest expenditure for the County consist of Sheriff's Office, EMS, and Jail.
- *Transportation Support*: Improvement and maintenance of the County's road system.
- *General Government*: Administrative functions of county business such as the County Auditor, Budget Office, and Commissioners Court.
- *Community Service*: Offices consist of Veteran Services, Public Health, Parks, the Agriculture Extension Service and the Regional Animal Shelter
- *Long Term Debt* consists of expenditures in Debt Service to pay off the bonds issued for construction of major projects.
- *Judicial*: Expenditures are related to court cases processed through the various courts to include Magistrate, District Judges, County Court at Law, Justice of the Peace, District Attorney, and County Attorney Offices.

Expenses - Governmental Activities



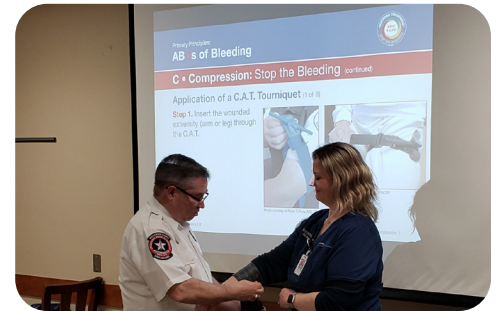
# Government Wide Statements

**Government-wide statements** are designed to provide readers with a broad overview of Williamson County's finances in a manner similar to a private sector business. Both the statement of activities and statement of net position are presented in the government-wide statements.

## Statement of Activities

The Statement of Activities presents information demonstrating how the County's net position changed during the current fiscal year. All changes in net position are reported shortly after the underlying event occurs regardless of the timing of related cash flows. Property tax revenue increased by \$21.7 million in 2019 compared to 2018. The property tax rate slightly decreased; however, property values increased by 13%. Expenses increased in 2019 compared to 2018, primarily as a result of an increase in public safety and judicial expenses related to continued growth of the County.

Williamson County Financial Activity Statement			
General Revenue	2019	2018	2017
Property Taxes:			
Levied for general purposes	146,561,112	120,231,990	140,500,042
Levied for road & bridge	25,264,772	23,002,816	20,691,651
Levied for debt service	122,161,032	129,065,600	88,542,902
Other taxes	15,533,141	31,775,438	1,497,202
Charges for Services	50,782,646	48,552,835	47,140,860
Operating grants & contributions	13,699,587	17,125,735	7,389,422
Capital grants & contributions	68,415,425	48,139,969	54,957,868
Investment earnings	14,119,674	8,477,449	4,713,739
Miscellaneous	242,098	165,001	2,014,239
<b>Total Revenue</b>	<b>456,779,487</b>	<b>426,536,833</b>	<b>367,447,925</b>
<b>Expenditures</b>			
General Government	58,051,710	54,797,454	34,560,332
Public Safety	116,707,999	99,809,010	69,592,308
Transportation Support	62,487,644	72,329,109	55,114,815
Judicial	33,832,980	27,337,346	18,656,716
Community Services	48,664,236	32,584,267	15,685,849
Conservation	709,525	369,119	1,300,206
Interest on long-term debt	38,255,649	40,588,916	39,492,764
<b>Total Expenditures</b>	<b>358,709,743</b>	<b>327,815,221</b>	<b>234,402,990</b>
<b>Monies Received over Services Rendered</b>	<b>98,069,744</b>	<b>98,721,612</b>	<b>133,044,935</b>



Williamson County Employees  
1,752





# Fund Accounting

## Statement of Revenues, Expenditures and Changes in Fund Balance - General Fund

	2019	2018	2017
<b>Revenue</b>			
Taxes	162,188,959	151,590,175	142,188,824
Fees of Office	14,634,754	13,616,230	13,676,884
Fines & Forfeitures	2,507,416	2,835,062	3,174,688
Intergovernmental	3,315,576	2,299,065	2,633,387
Charges for Services	13,824,013	13,337,778	12,564,387
Investment Income & Other	5,617,671	2,766,087	1,410,920
Miscellaneous	805,469	728,055	497,731
<b>Total Revenue</b>	<b>202,893,858</b>	<b>187,172,452</b>	<b>176,146,821</b>
<b>Expenditures</b>			
Current:			
General Government	37,339,690	35,099,090	31,575,802
Public Safety	90,851,679	85,759,211	83,043,877
Judicial	27,836,770	25,038,527	23,316,667
Community Services	14,147,352	11,563,579	13,480,388
Debt Service:			
Principal	1,062,796	293,211	209,735
Interest and other charges	116,065	25,658	24,876
Capital Outlay	11,323,425	8,335,721	5,805,143
<b>Total Expenditures</b>	<b>182,677,777</b>	<b>166,114,997</b>	<b>157,456,488</b>
Excess of Revenues over Expenditures	20,216,081	21,057,455	18,690,333
Other Financing Sources (Uses)			
Transfers In	400,479	1,111,443	23,814
Transfers Out	(14,272,822)	(11,511,893)	(7,908,107)
Proceeds from Capital Lease	0	2,156,875	1,214,557
Proceeds from Sale of Capital Assets	211,783	1,561,168	227,972
<b>Total Other Financing Sources (Uses)</b>	<b>(13,660,560)</b>	<b>(6,682,407)</b>	<b>(6,441,764)</b>
<b>Net Change in Fund Balances</b>	<b>6,555,521</b>	<b>14,375,048</b>	<b>12,248,569</b>
<b>Fund Balance, Beginning</b>	<b>113,601,523</b>	<b>99,226,475</b>	<b>86,977,906</b>
<b>Fund Balance, Ending</b>	<b>120,157,044</b>	<b>113,601,523</b>	<b>99,226,475</b>

**Fund Accounting** groups revenue received by resources (i.e. property taxes) into related accounts to maintain control over resources that have been segregated for specific activities. The County, like other state and local governments, uses fund accounting to ensure compliance with finance-related requirements. All funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds. Williamson County maintains 52 individual governmental funds. *Governmental funds* are used to account for essentially the same functions as government-wide. However, the main function for governmental funds is to focus on near-term inflows and outflows of available resources as well as unencumbered balances at the end of the fiscal year. The *proprietary fund* is an accounting tool used to accumulate and allocate costs internally among the County's various functions. The only type of proprietary fund maintained by the County is Internal Service Funds which includes the Fleet Maintenance Fund and the Benefits Fund. Fiduciary funds are used to account for resources held for the benefit of parties outside the County.

## General Fund

The General Fund is the main operating fund of the County. At the end of the current fiscal year, total fund balance of the General Fund was \$120.2 million with a \$722 thousand nonspendable fund balance for investment in capital leases and prepaid expenses. In 2013, the county established a plan to reduce excess reserves to fund various county capital projects.





# Statement of Net Position

The *Statement of Net Position* presents information on all of the County's assets and liabilities. The difference between the assets and liabilities are reported as the net position. Capital assets represent the value of assets less depreciation and the associated outstanding debt incurred to purchase an asset. Restricted assets include Debt Service, Road and Bridge, Conservation Foundation, Tobacco Fund, and other purposes that limit the use of certain assets. Unrestricted Net Assets are items that do not have to be held for specific reasons. Deferred outflows of resources are the consumption of net assets applied to a future reporting period. Deferred inflows of resources are the purchase of net assets by government that is applied to a future reporting period. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of Williamson County is improving or deteriorating. Total net position increased by approximately \$98.1 million compared to 2018. Capital assets increased by \$91.9 million as a result of ongoing county road improvements, county buildings and equipment. Noncurrent liabilities decreased by \$23.9 million. In addition, the County's net pension liability increased to \$86 million. This is primarily a result of plan changes effective in 2019 for a 1% cost of living adjustment (COLA).

Williamson County Condensed Statement of Net Position			
	2019	2018	2017
<b>Assets</b>			
Current Assets	530,009,076	564,857,988	534,259,737
Capital Assets	940,622,105	848,701,165	767,764,230
<b>Total Assets</b>	<b>1,470,631,181</b>	<b>1,413,559,153</b>	<b>1,302,023,967</b>
Deferred Outflows of Resources	73,678,993	65,429,502	78,324,150
<b>Total Deferred Outflows of Resources</b>	<b>73,678,993</b>	<b>65,429,502</b>	<b>78,324,150</b>
<b>Liabilities</b>			
Current Liabilities	41,107,742	35,232,051	38,419,629
Noncurrent Liabilities	1,048,429,626	1,072,408,807	1,088,780,082
<b>Total Liabilities</b>	<b>1,089,537,368</b>	<b>1,107,640,858</b>	<b>1,127,199,711</b>
Deferred Inflows of Resources	7,004,043	21,648,778	2,170,999
<b>Total Deferred Inflows of Resources</b>	<b>7,004,043</b>	<b>21,648,778</b>	<b>2,170,999</b>
<b>Net Position</b>			
Invested in Capital Assets, net of Related Debt	637,304,132	576,802,803	412,098,469
Restricted	60,512,370	76,157,795	61,342,122
Unrestricted	(250,047,739)	(303,261,579)	(222,463,184)
<b>Total Net Position</b>	<b>447,768,763</b>	<b>349,699,019</b>	<b>250,977,407</b>

## Top 10 Employers

*Dell Computer*  
*Round Rock ISD*  
*Leander ISD*  
*HEB Grocery*  
*Georgetown ISD*  
*Williamson County*  
*City of Round Rock*  
*City of Cedar Park*  
*Emerson Process Management*  
*Round Rock Premium Outlets*



# ***Williamson County - 2019 Debt and Bond Activity***

## **Pass-Through Toll Revenue and Limited Tax Bonds:**

This program represents 14% of the County's outstanding bonds payable. Debt payments for this type of bond are backed by a revenue source other than tax revenues. Tax revenues will only be used should the primary revenue source default on payments. Currently, Williamson County has two Pass-Through agreements with the Texas Department of Transportation (TxDOT). In 2006, TxDOT and Williamson County signed an agreement for the County to build US 183A, US 79 (3 Sections), IH-35 Turnaround Bridges (Georgetown), RM 2338 and FM 1660. A maximum of \$151,942,000 will be reimbursed to Williamson County from TxDOT. The reimbursement is paid semi-annually based on \$0.10 per vehicle mile traveled to allow no more than \$15,194,200 annually compensated on the projects. The traffic counts are taken before each reimbursement in March and September. In 2011, Williamson County signed a second Pass-Through agreement with TxDOT for the construction of northbound frontage roads and ramps on IH-35 in Georgetown. TxDOT will reimburse a maximum of \$12,096,700. The reimbursement from TxDOT to Williamson County is based on a calculation of \$0.07 per vehicle mile traveled to allow no more than \$1,099,700 compensated annually on the completed project. All projects under the Pass-Through agreements are open and are being billed to TxDOT.

## **Voter Approved Bonds:**

On Tuesday, November 5, 2019, Williams County voters approved \$412 million in road bonds and \$35 million in park bonds. In January 2020, the County sold road bonds as well as park and refunding bonds for \$300,000,000 and \$45,725,0000 respectively. The refunding portion consisted of \$11.6 million which resulted in a savings of \$917,203.00. Over the course of the bond program since 2004, refinancing debt has saved more than \$78 million and the county has defeased \$38 million.

On Tuesday, November 5, 2013, Williamson County voters approved \$275 million in road bonds and \$40 million in park bonds. In December 2017, the remaining balance of \$75,000,000 of the approved road bonds were issued. As of September 30, 2019, our total outstanding bonds payable debt is \$801,709,941 of which \$101,245,550 is reimbursable Pass-Through revenue bonds. As of September 30, 2019, \$90,361,215 has been reimbursed from TxDOT.

### **Wilco Credit Rating AAA bond Rating**

**Since 2010, Williamson County has maintained and most recently reaffirmed a bond rating of AAA in January 2020 from Fitch and Standard & Poor's.**







Major Capital Projects Annual Expenditures FY 2019		
Project Name	\$M	Type
North Mays Extension	\$6.10	Road
SH 29 Bypass/Inner Loop Ph. 1	\$5.80	Road
River Ranch Phase I	\$5.20	Park
Georgetown Annex Building	\$4.50	Building
Park Land Acquisition	\$4.30	Park
Animal Shelter Expansion	\$3.70	Building
CR 110 Middle (Limmer Loop-CR 107)	\$3.40	Road
CR 119/Ed Schmidt Blvd Extension	\$3.10	Road
CR 200 Phase I	\$2.60	Road
North Campus Facilities	\$2.60	Building



**Median Age**  
**37 Years Old**

**Median Household Income**  
**\$83,679**

**Per Capita Income**  
**\$35,825**

**Median Home Market Price**  
**\$245,100**

### Wilco Services Stats

	2019	2018	2017
<b>County Employees</b>	1,752	1,694	1,628
<b>Judicial</b>			
Hot Check Cases			
Number of checks processed	478	441	650
Number of theft by check cases filed	81	101	104
<b>Public Safety</b>			
Number of 911 Calls Received	95,578	83,136	63,589
Number of EMS runs	25,465	24,114	23,664
Average EMS Response Time in minutes	7:51	8:04	7:54
Violations Report by Sheriff's Office	22,198	17,246	21,022
Jail Bookings	13,055	12,997	13,805
Jail Releases	13,076	12,711	13,964
Jail inmates at 9/30	558	590	641
Average Jail Daily Population	572	561	694
<b>Transportation</b>			
Roadway resurfacing (CL miles)	88	91	94
Asphalt Patches Applied (Tons)	18,100	14,880	14,995
Culvert Replacement & Maintenance	135	177	303
Mowing/Vegetation Control (Miles)	5,563	4,772	5,901
Signage Replacement (each)	2,562	2,588	2,071
<b>Community</b>			
Participants Sports Field usage	113,008	144,897	147,680
Parks Dept Reservations	4,526	4,445	5,492
Rides of Miniature Train	26,178	34,957	35,838

### Williamson County, TX Communities

Austin  
Andice  
Barlett  
Cedar Park  
Coupland  
Florence  
Georgetown  
Granger  
Hutto  
Jarrell  
Leander  
Liberty Hill  
Round Rock  
Schwertner  
Taylor  
Thorndale  
Walburg  
Weir





# **Accounting Terminology**

**Assets:** What the County owns (cash, investments, property, equipment, vehicles, etc.).

**Bonds:** A debt security in which the issuer is obligated to repay the principal and interest at a later date (maturity date).

**Capital Assets:** Long-term assets that are held or used such as land, road, buildings, vehicles, and improvements net of depreciation.

**Capital Outlay:** Funds spent to purchase or construct buildings, machinery, vehicles, etc.

**Debt Service:** Cash required to repay interest and principal on issued debt of a bond to be paid back over a period of time.

**Deferred Inflow of Resources:** An acquisition of net assets by the County that is applicable to a future reporting period.

**Deferred Outflow of Resources:** A consumption of net assets by the County that is applicable to a future reporting period.

**Expenditures:** Acquisition of goods and services intended to create future benefits, such as infrastructure improvement.

**Fund:** Grouping of revenue received by resources into related accounts to maintain control over resources that have been segregated for specific activities and objectives.

**Fund Balance:** Fund equity for governmental funds which reflects the accumulated excess of revenues and other financing sources over expenditures and other financing uses.

**General Fund:** The chief operating fund of the County.

**Liabilities:** Future spending of revenue as a result of past transaction and other past events.

**Net Position:** The difference between assets and liabilities distinguishing the net worth of the County.

**Revenue:** Money received by the government through collection of property taxes, fees of office, charges for services, payments from other governmental entities, donations, and investment earnings.



## **County Auditor's Office**

**Jerri L. Jones**, County Auditor  
**Julie Kiley**, First Assistant County Auditor  
**Jalyn Morris**, Internal Audit Director  
**Melanie Denny**, Financial Director

### **Financial Accounting:**

**Pam Navarrette** (Assistant Financial Director), **Jody Cook**, **Emmeline Hawkins**, **Cortney Husband**, **Tomika Lynce**, **Anabel Macias**, **Hillary McCoy**, and **Kelsey Rollins**

### **Accounts Payable/Payroll:**

**Nathan Zinsmeyer** (Manager), **Karen Knightstep** (Lead), **Heather Alberts**, **Nicole Alderete**, **Leticia Gomez**, **Angella Faris**, **Aracelia Kent**, **Diane Ostolaza**, **SanJ Ramos**, **Este Riley**, **Miranda Stubbs**

### **Internal Audit:**

**Jolene Crist** (Assistant Internal Audit Director), **Shari Champion**, **Sara Greer**, **Michael Hansen**, **Kira Sidatt**, and **Sandy Surratt**







**Williamson County, Texas  
Office of the County Auditor  
Popular Annual Financial Report  
September 30, 2019**

***<http://wilco.mygovcenter.com/financial-reports>***

**710 S. Main Street, Suite 301  
Georgetown, Texas 78626  
(512) 943-1500**

**Commissioners Court - Regular Session****47.****Meeting Date:** 04/21/2020

Public Hearing Rate Setting for Local Provider Participation Fund

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

9:30 AM - Hold Public Hearing regarding setting the rate associated with the mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2020 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

**Background**

The rate is currently estimated to be 1.05%. The final rate will be provided at the meeting. The funds will be used to fund participation in the Uniform Hospital Rate Increase Program (UHRIP) and Uncompensated Care (UC). Both of these federal programs provides dollars to offset the uncompensated care costs associated with treating Medicaid patients and the uninsured in the Travis SDA.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 09:22 AM

Form Started By: Melanie Denny

Started On: 04/05/2020 07:02 PM

Final Approval Date: 04/16/2020



**Commissioners Court - Regular Session****48.****Meeting Date:** 04/21/2020

Fiscal Year 2020 Rate Setting for the Local Provider Participation Fund

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on setting the rate associated with the mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2020 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

**Background**

The rate is currently estimated to be 1.05%. The final rate will be provided at the meeting. The funds will be used to fund participation in the Uniform Hospital Rate Increase Program (UHRIP) and Uncompensated Care (UC). Both of these federal programs provides dollars to offset the uncompensated care costs associated with treating Medicaid patients and the uninsured in the Travis SDA. A draft resolution is attached.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

**Attachments**

2020 LPPF Rate Setting Resolution

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/16/2020

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 09:23 AM

Started On: 04/05/2020 07:05 PM

**Resolution Setting the FY 2020 Rate for the Williamson County Health Care Provider Participation Program**

WHEREAS, The Texas Legislature in the 86<sup>th</sup> Regular Session enacted H.B. 3954, which added Chapter 292B to the Health and Safety Code enabling Williamson County to authorize a local health care provider participation program;

WHEREAS, pursuant to Chapter 292B of the Health and Safety Code, the Commissioners Court has authorized the county to participate in a municipal health care provider participation program and establish a local provider participation fund; and

WHEREAS, pursuant to Section 292B of the Health and Safety Code, each year, the Commissioners Court is to hold a public hearing on the amounts of any mandatory payments that Commissioners Court intends to require during the year and how the revenue derived from those payments is to be spent.

NOW THEREFORE BE IT ORDERED that the Commissioners Court of the County sets the amount of the mandatory payments under the County Health Care Provider Participation Program for fiscal year 2020 at an estimated 1.05% of the net patient revenue of each institutional health care provider located in the County, and directs that the mandatory payment revenue be used for one or more of the purposes set forth in Section 292B of the Health and Safety Code.

**PASSED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY ON THIS THE 21<sup>ST</sup> OF APRIL, TWO THOUSAND AND TWENTY.**

\_\_\_\_\_  
County Judge

**Commissioners Court - Regular Session****49.****Meeting Date:** 04/21/2020

Animal Shelter Donations Rev 04.21.20

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

**Background**

This is for donation collections for January 2020 through March 2020.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$19,769.13
	0546.0000.367440	Jane's Fund Donations	\$17,813.98
	0546.0000.367442	Play Yard Donations	\$504.40
	0546.0000.367443	Heart Worm Donations	\$3,471.23
	0546.0000.367445	SIT Team Donations	\$504.00
	0546.0000.367446	Capital Expansion Donations	\$300.00
	0546.0000.367447	Animal Transport Donations	\$6,477.78
	0546.0000.370150	Sales of Pet Care Products	\$1,069.25

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/16/2020

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 09:24 AM

Started On: 04/13/2020 12:57 PM

**Commissioners Court - Regular Session****50.****Meeting Date:** 04/21/2020

Animal Shelter Donations Exp 04.21.20

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

**Background**

This is for donation collections for January 2020 through March 2020.

---

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
	0546.0546.003510	Purchases for Resale	\$1,069.25
	0546.0546.003670	Use of Donations	\$19,769.13
	0546.0546.004100	Professional Services	\$17,813.98
	0546.0546.004509	Facility Enhancements	\$504.40
	0546.0546.004231	Travel	\$6,477.78
	0546.0546.004232	Training	\$504.00
	0546.0546.004975	Animal Medical Care	\$3,471.23
	0546.0546.004999	Miscellaneous Expense	\$300.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/16/2020

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 09:25 AM

Started On: 04/13/2020 12:58 PM

**Commissioners Court - Regular Session****51.****Meeting Date:** 04/21/2020

Receive updates on the Department of Infrastructure projects and issues

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

**Background**

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/25/2020

**Reviewed By**

Andrea Schiele

**Date**

03/25/2020 03:04 PM

Started On: 03/25/2020 03:02 PM

**Commissioners Court - Regular Session****52.****Meeting Date:** 04/21/2020

Road Bond Construction Summary Report

**Submitted By:** Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Receive and acknowledge the April 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

**Background**

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

**Attachments**

April 2020 Construction Summary Report

April 2020 PowerPoint Presentation

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 04/16/2020

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 11:01 AM

Started On: 04/14/2020 11:40 AM



# ROAD BOND PROGRAM

## Construction Summary Report

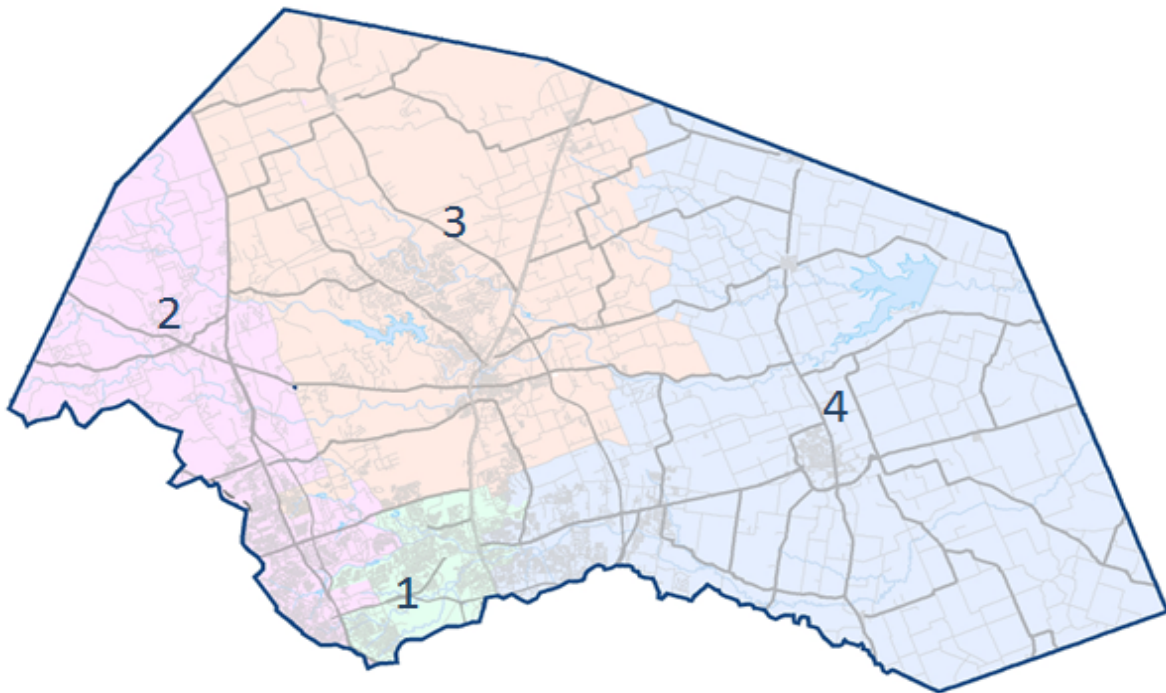
County Judge  
Bill Gravell, Jr.

Commissioners  
Terry Cook  
Cynthia Long  
Valerie Covey  
Russ Boles

# April 2020

[WWW.ROADBOND.ORG](http://WWW.ROADBOND.ORG)

Volume XIX - Issue No.04



Presented By:





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# **WILLIAMSON COUNTY**

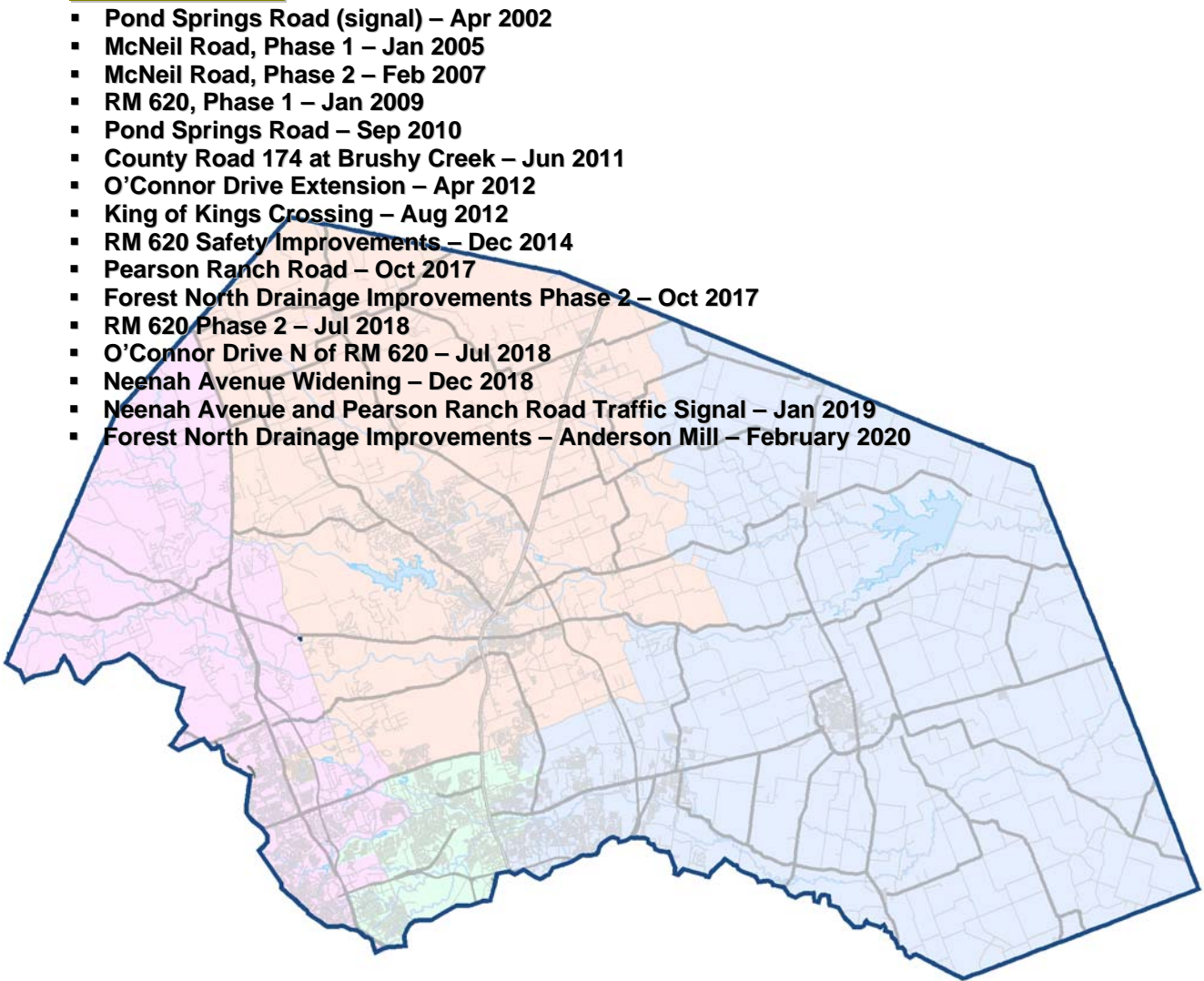
## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2020

#### **Precinct 1**

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014
- Pearson Ranch Road – Oct 2017
- Forest North Drainage Improvements Phase 2 – Oct 2017
- RM 620 Phase 2 – Jul 2018
- O'Connor Drive N of RM 620 – Jul 2018
- Neenah Avenue Widening – Dec 2018
- Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019
- Forest North Drainage Improvements – Anderson Mill – February 2020



# **WILLIAMSON COUNTY**

## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2020

#### **Precinct 2**

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017
- County Road 200 at Bold Sundown – Oct 2018
- Ronald Reagan at Santa Rita Ranch – Feb 2019
- CR 200 at SH 29 / Loop 332 – Jul 2019
- Lakeline Right Turn Lanes – Aug 2019
- Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020
- San Gabriel Ranch Road Bridge – Mar 2020

# **WILLIAMSON COUNTY**

## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2020

#### **Precinct 3**

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Arterial H Extension Phase I – Feb 2018
- Relocation of Williamson County Regional Raw Water Line – Apr 2018
- Southwest Bypass Segment 1 – Sep 2018
- Inner Loop Improvements – Dec 2018
- Southwest Bypass Segment 2 – Jan 2020



# **WILLIAMSON COUNTY**

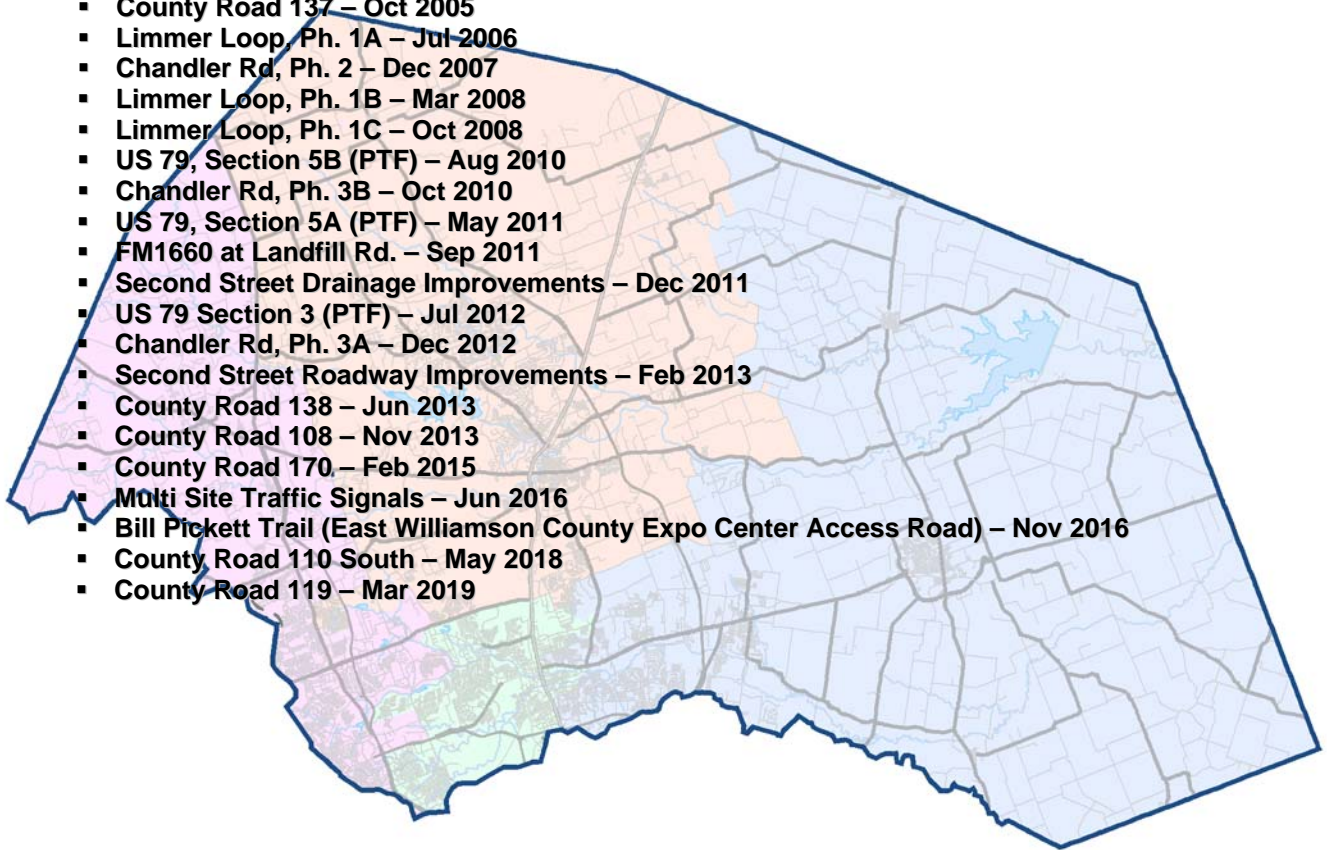
## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2020

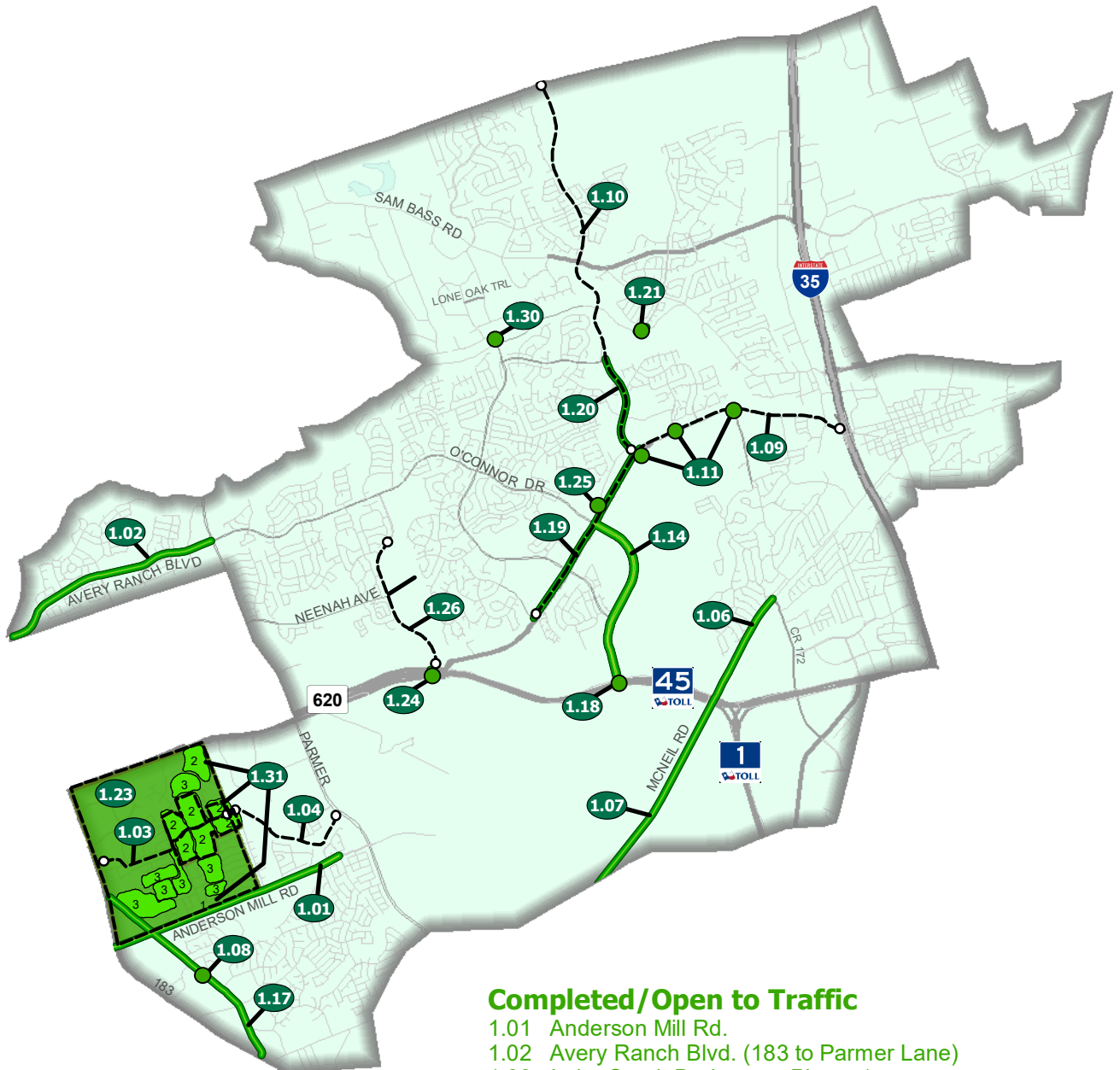
#### **Precinct 4**

- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi Site Traffic Signals – Jun 2016
- Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016
- County Road 110 South – May 2018
- County Road 119 – Mar 2019



# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 1 - COMMISSIONER COOK

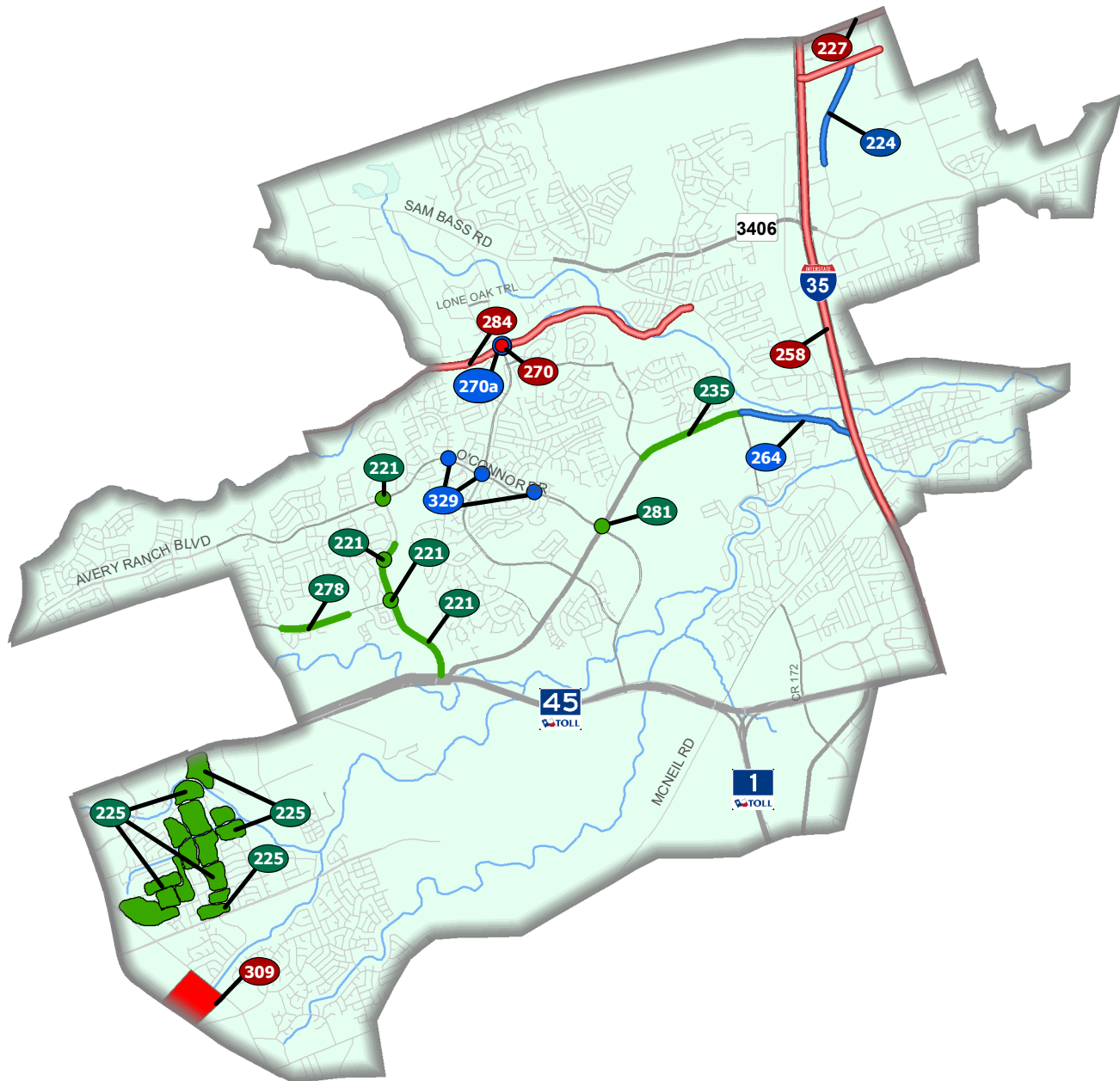


### Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1 ○—○
- 1.04 Lake Creek Drainage – Phase 2 ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study ○—○
- 1.10 Wyoming Springs North Study ○—○
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study - Phase 1 [ ]
- 1.25 King of Kings Crossing
- 1.26 Pearson Ranch Road (Design) ○—○
- 1.24 Pearson Ranch Underpass at SH 45/ RM 620
- 1.30 Great Oaks at Brushy Creek (design)
- 1.31 Forest North Drainage Improvements - Phase 2 (design) [ ]
- 1.31 Forest North Drainage Improvements - Phase 3 (design) [ ]

# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 1 - COMMISSIONER COOK



### Completed/Open to Traffic

- 221 Pearson Ranch Road
- 221 Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
- 221 Pearson Ranch Road and Iveans Way Pedestrian Crossing
- 221 Neenah Avenue and Pearson Ranch Road Traffic Signal
- 225 Forest North Drainage Improvements Phase 2
- 225 Forest North Drainage Improvements Phase 3 (Design)
- 225 Forest North Drainage Improvements Anderson Mill Zone
- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 281 O'Connor Drive North of RM 620

### Under Construction/Bidding

- 224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 270a Great Oaks Drive Waterline Relocations
- 329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

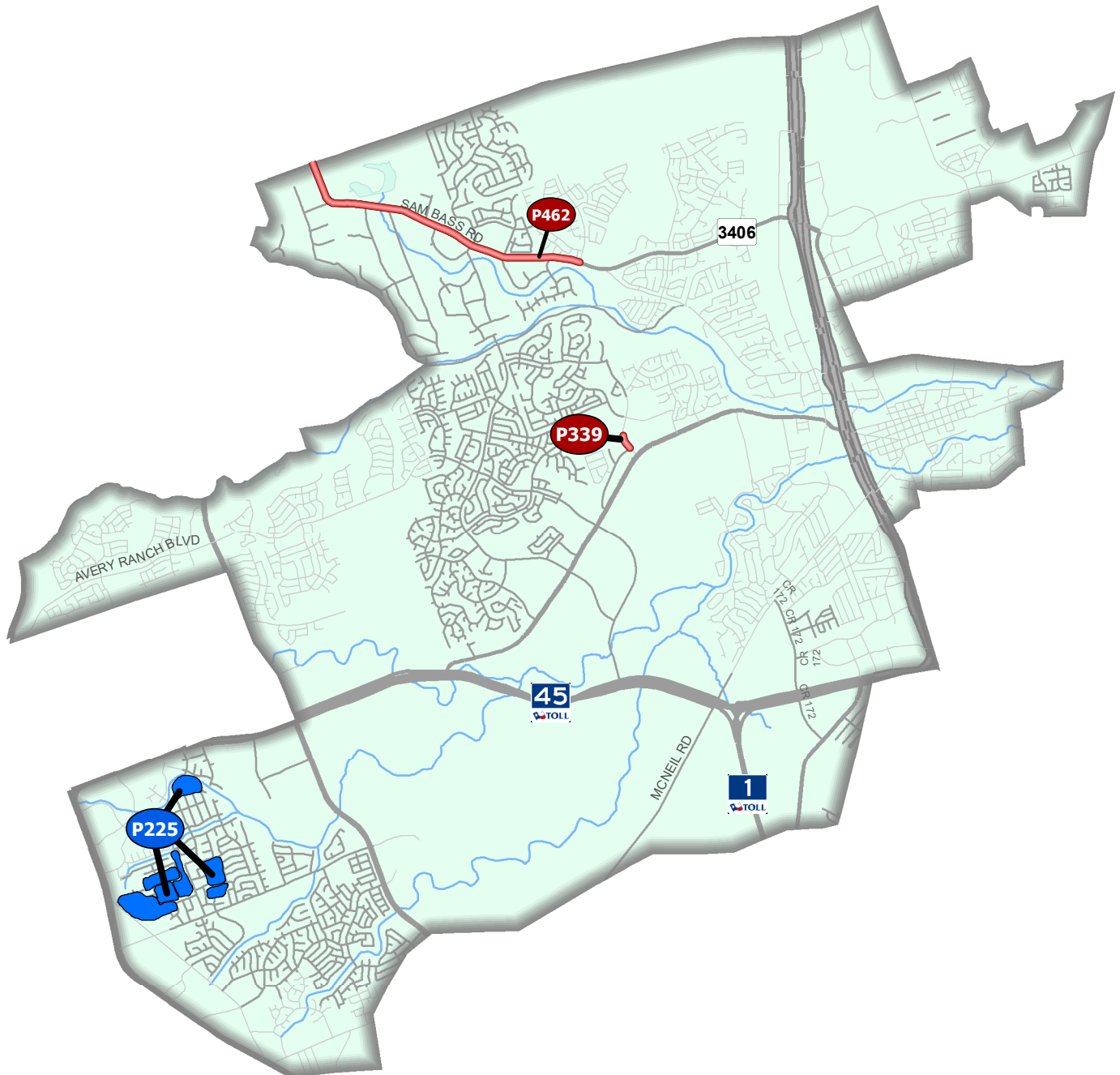
### In Design

- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 270 Great Oaks Drive Bridge at Brushy Creek
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)



# 2019 ROAD BOND PROGRAM PROJECTS

## PRECINCT 1 - COMMISSIONER COOK

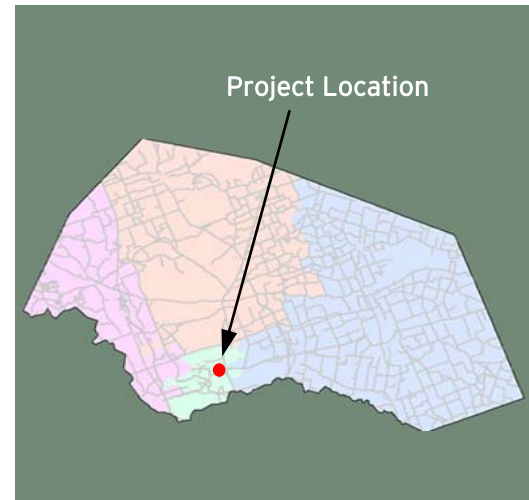


### Under Construction/Bidding

P225 Forest North Drainage Improvements Phase 3

### In Design

P339 Wyoming Springs Intersection Improvements (At Smyers Lane)  
P462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)



## North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)

Project Length: 1 mile  
Roadway Classification: Arterial Collector

Project Schedule: January 2019 - July 2020  
Estimated Construction Cost: \$10.8 Million



## MARCH 2020 IN REVIEW

**03/06/2020:** Capital Excavation began cleaning the Chandler Branch Bridge Deck. Utilities relocations are ongoing.

**03/13/2020:** AT&T has a copper splice at the north end of the project.

**03/20/2020:** Utilities relocations are ongoing. Capital Excavation backfilled curb and gutter and placed topsoil from the north side of the Chandler Branch Bridge (Bridge) to the new intersection of North Mays and Oakmont Drive. Forms were removed from the sidewalk and rail on the Bridge.

**03/27/2020:** The Contractor graded the final lift of flexible base from the north end of the Bridge 200' south the new intersection of North Mays and Oakmont Drive. Concrete was formed and poured for the sidewalk on the northbound side of the Bridge for Spans 8, 9, and 10. Topsoil was graded under the Bridge. Subcontractor Lone Star Paving primed the flexible base north of the Bridge.



Design Engineer: LJA Engineering  
Contractor: Capital Excavation  
Construction Observation:  
Kyle McCoy, HNTB

Williamson County  
Road Bond Program

**North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)**

**Project No. 1810-265**

Original Contract Price = \$10,775,835.75

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/14/2018	12/4/2018	1/18/2019	1/28/2019			410	0	410	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	1/28/2019	1/31/2019	4	\$523,139.40	\$523,139.40	\$58,126.60	\$58,126.60	5	1
2	2/1/2019	2/28/2019	28	\$2,584.80	\$525,724.20	\$287.20	\$58,413.80	5	8
3	3/1/2019	4/30/2019	61	\$102,281.40	\$628,005.60	\$11,364.60	\$69,778.40	6	23
4	5/1/2019	5/31/2019	31	\$593,318.74	\$1,221,324.34	\$65,924.30	\$135,702.70	13	30
5	6/1/2019	6/30/2019	30	\$188,661.93	\$1,409,986.27	\$20,962.44	\$156,665.14	15	38
6	7/1/2019	7/31/2019	31	\$590,007.31	\$1,999,993.58	\$65,556.37	\$222,221.51	21	45
7	8/1/2019	8/31/2019	31	\$628,396.35	\$2,628,389.93	\$69,821.82	\$292,043.33	27	53
8	9/1/2019	9/30/2019	30	\$2,393,911.61	\$5,022,301.54	\$265,990.17	\$558,033.50	52	60
9	10/1/2019	10/31/2019	31	\$724,961.48	\$5,747,263.02	\$80,551.28	\$638,584.78	59	68
10	11/1/2019	11/30/2019	30	\$378,890.89	\$6,126,153.91	\$42,098.99	\$680,683.77	63	75
11	12/1/2019	12/31/2019	31	\$341,316.16	\$6,467,470.07	\$37,924.02	\$718,607.79	67	82
12	1/1/2020	1/31/2020	31	\$258,548.22	\$6,726,018.29	\$28,727.58	\$747,335.37	69	90
13	2/1/2020	2/29/2020	29	\$191,886.33	\$6,917,904.62	\$21,320.70	\$768,656.07	71	97
						Adjusted Price =		\$10,775,835.75	

**Forest North Drainage Improvements - Anderson Mill  
Project No. 1811-278**

Original Contract Price = \$295,000.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/5/2018	1/15/2019	4/3/2019	4/15/2019	2/7/2020		30	0	30

<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoice</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
1	4/15/2019	6/20/2019	17	\$145,702.80	\$145,702.80	\$16,189.20	\$16,189.20	53	57
2	6/21/2019	6/30/2019	13	\$45,702.66	\$191,405.46	\$5,078.07	\$21,267.27	70	100

4/3/2020 Comments - Substantial Completion was achieved on February 7, 2020. Two Balancing Change Orders are being processed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/10/2019	\$1,513.40	\$ 1,513.40

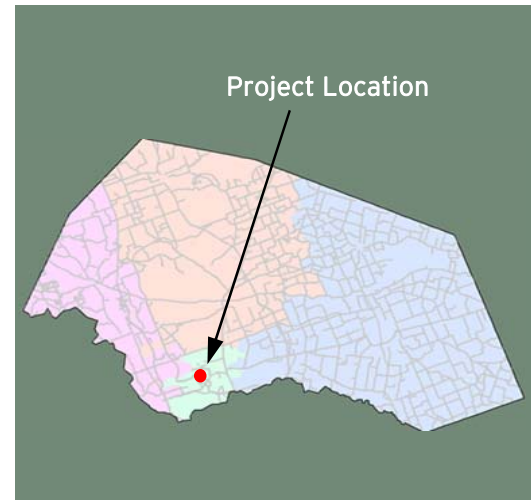
3F: County Convenience. Additional work desired by the County. This Change Order adds drainage improvements on Tottenham Court at the County's request and provides the final balancing of unused items for the 8-inch water line relocation.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	3/24/2020	\$9,477.24	\$ 10,990.64

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds the relocation of a City of Austin water service line that is in conflict with the new drainage system.

Adjusted Price = \$305,990.64





## Great Oaks Drive Water Line

(Brightwater Boulevard to Oak Ridge Drive))

Project Length: .25 miles

Roadway Classification: Water Line Relocations

Project Schedule: March 2020- May 2020

Estimated Construction Cost: \$1.3 Million



## MARCH 2020 IN REVIEW

**03/06/2020:** Fern Bluff water line: The line was trenched, and pipe installation began for the 12" water line east of Great Oaks Drive. Brushy Creek water line: Excavation began for the bore pit west of the bridge.

**03/13/2020:** Fern Bluff water line: Pipe was laid for the portion of the 12" water line east of Great Oaks Drive. Subcontractor Mendez Excavating installed pipe for the west end of 12" Fern Bluff water line. Brushy Creek water line: Pipe was laid for the 12" and 24" water lines north of the creek to Oakridge Drive. Mendez Excavating bored for the 24" water line west of bridge.

**03/20/2020:** Fern Bluff water line: Bell joint restraints were placed. Mendez Excavating excavated for the bore pit for the 12" water line east of Great Oaks Drive. Brushy Creek water line: The 12" and 24" pipes and encasements were laid from Oakridge to the Maintenance Yard connection point.

**03/27/2020:** Fern Bluff water line: The Contractor continued installing 12" water line pipe east of Great Oaks. Mendez Excavating continued excavation for the bore pit. Brushy Creek water line: The Contractor continued trenching and installing pipe and encasement for Water Lines A (12") and B (24").



Design Engineer: Cobb Fendley  
Contractor: QA Construction  
Construction Observation:  
Clayton Weber, HNTB

Williamson County  
Road Bond Program

**Great Oaks Water Line Relocations**  
**Project No. 3185**

Original Contract Price = \$1,325,000.00

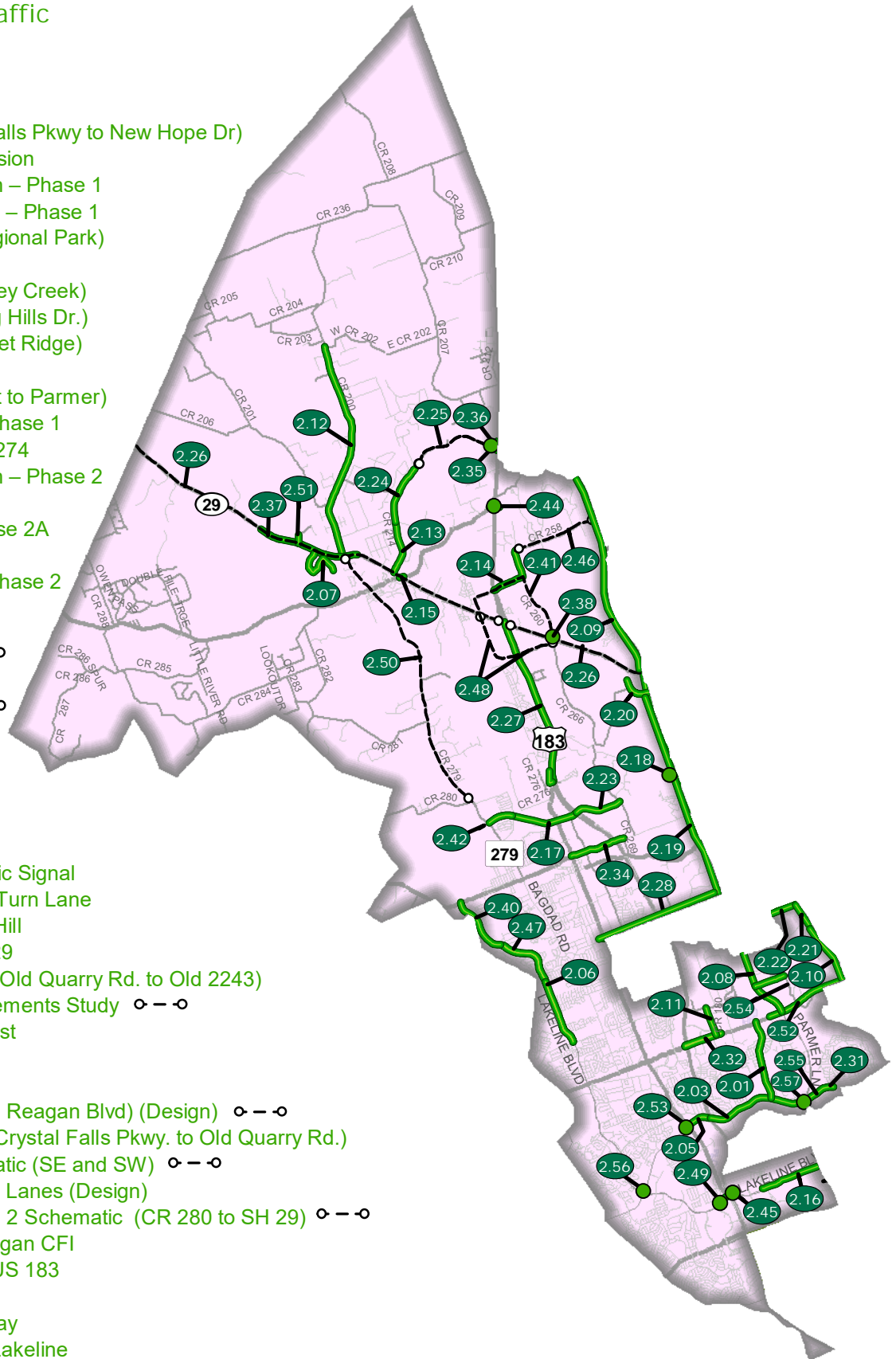
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/7/2020	2/4/2020	2/19/2020	2/24/2020			60	0	60	
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoice</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
1	2/24/2020	3/2/2020	8	\$336,836.04	\$336,836.04	\$37,426.23	\$37,426.23	28	13
2	3/2/2020	3/27/2020	26	\$359,779.20	\$696,615.24	\$39,975.46	\$77,401.69	58	57
4/3/2020	Comments -	Notice to Proceed was issued February 19, 2020.							
Adjusted Price =								\$1,325,000.00	

# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 2 - COMMISSIONER LONG

### Completed/Open to Traffic

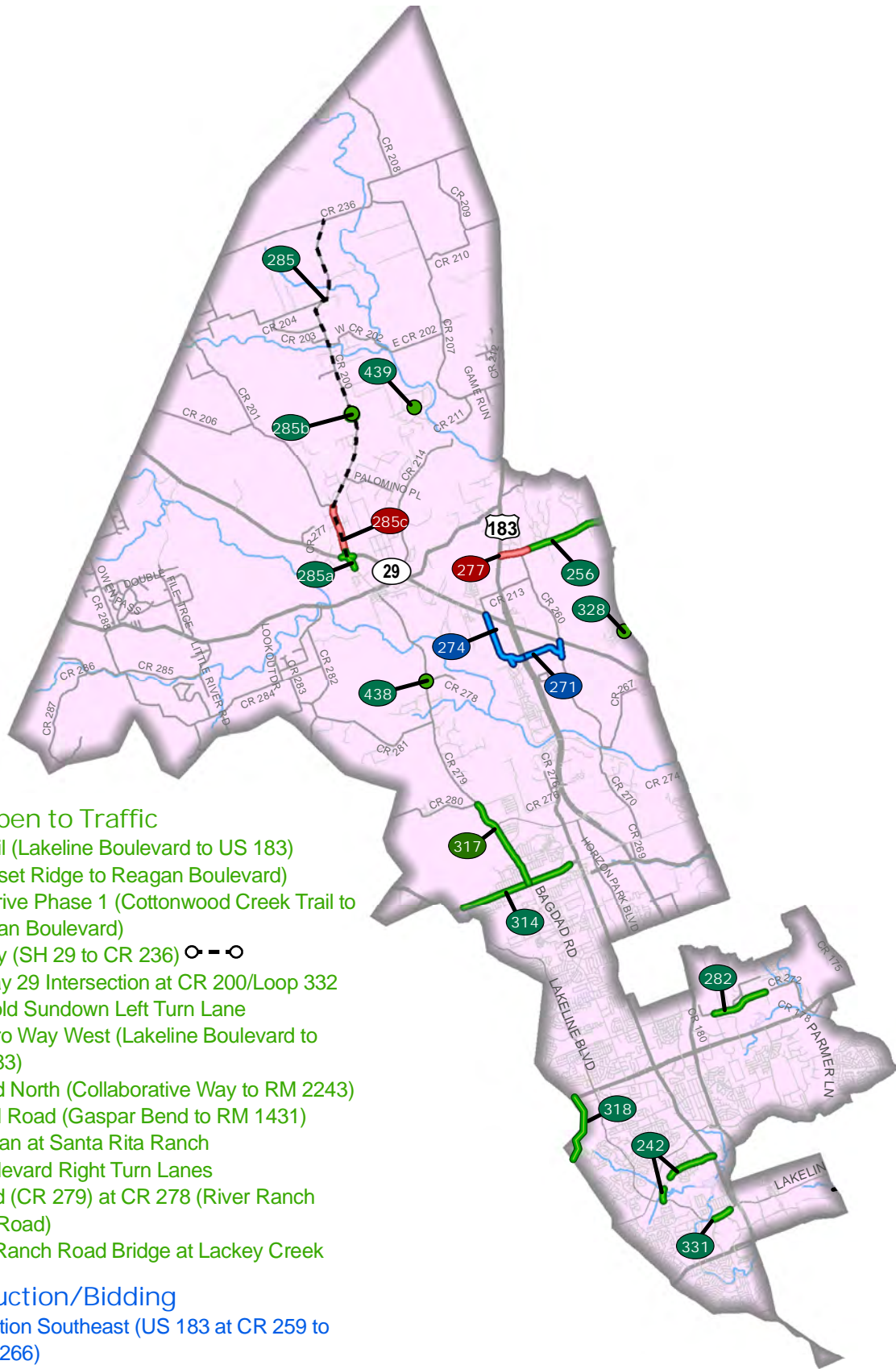
- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (RM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 RM 1869 at SH 29
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer)
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B Schematic ○ — ○
- 2.26 SH 29 Improvements Study & Schematic ○ — ○
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.35 US 183 at FM 3405 Traffic Signal
- 2.36 US 183 at FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 at SH 29
- 2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
- 2.41 Seward Junction Improvements Study ○ — ○
- 2.42 San Gabriel Parkway West
- 2.44 US 183 at RM 1869
- 2.45 Lakeline Blvd. at US 183
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ○ — ○
- 2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.48 Seward Junction Schematic (SE and SW) ○ — ○
- 2.49 Lakeline Blvd. Right Turn Lanes (Design)
- 2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ○ — ○
- 2.52 RM 1431 at Parmer/ Reagan CFI
- 2.53 Cypress Creek Road at US 183
- 2.54 CR 272 Overlay
- 2.55 Brushy Creek East Overlay
- 2.56 Cypress Creek Road at Lakeline
- 2.57 Brushy Creek Road at Parmer Lane





# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 2 - COMMISSIONER LONG



### Completed/Open to Traffic

- 242 Little Elm Trail (Lakeline Boulevard to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Boulevard)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
- 285 CR 200 Study (SH 29 to CR 236) ○ - - ○
- 285a State Highway 29 Intersection at CR 200/Loop 332
- 285b CR 200 at Bold Sundown Left Turn Lane
- 314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
- 317 Bagdad Road North (Collaborative Way to RM 2243)
- 318 Anderson Mill Road (Gaspar Bend to RM 1431)
- 328 Ronald Reagan at Santa Rita Ranch
- 331 Lakeline Boulevard Right Turn Lanes
- 438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
- 439 San Gabriel Ranch Road Bridge at Lackey Creek

### Under Construction/Bidding

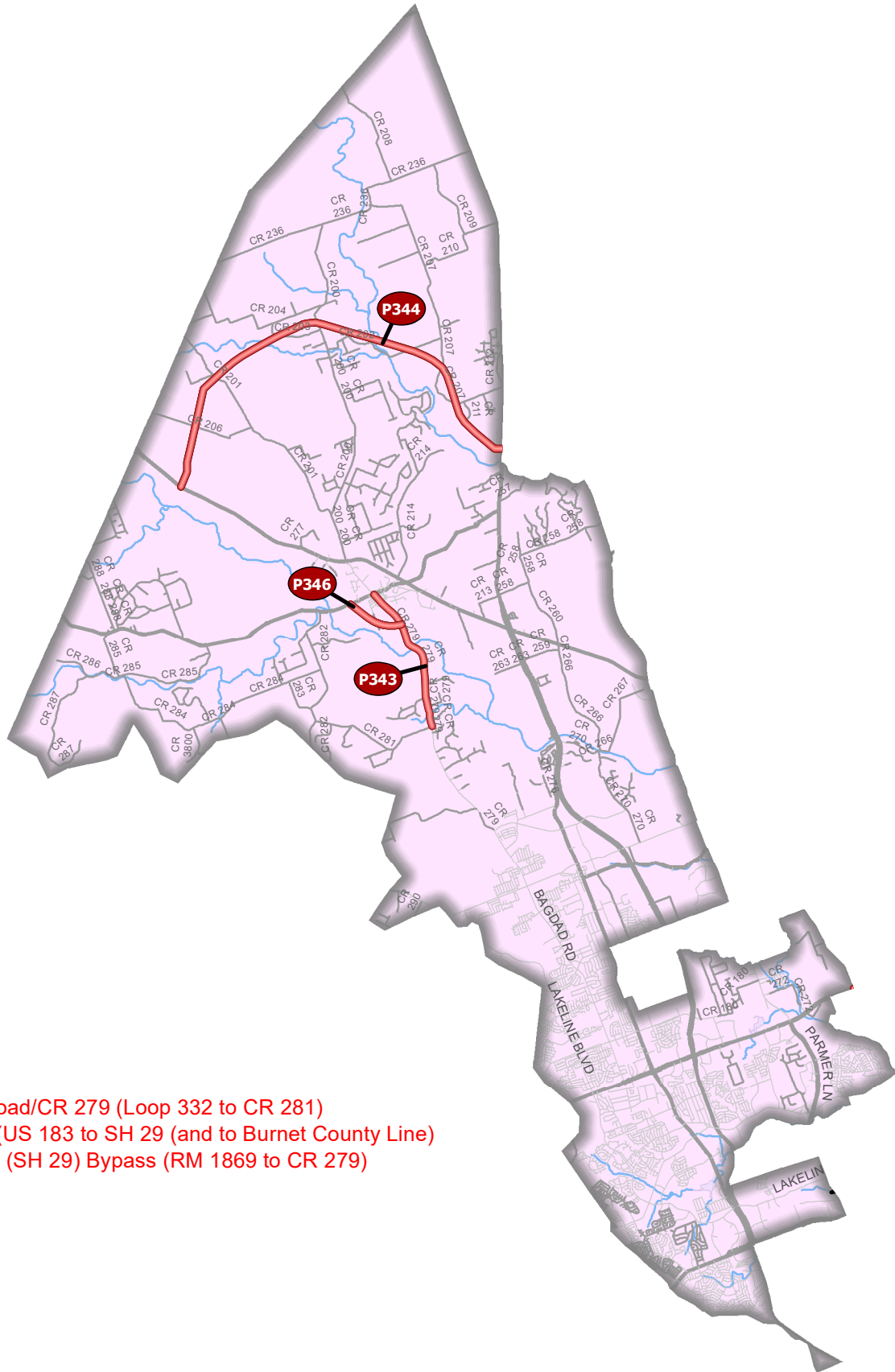
- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)

### In Design

- 277 CR 258 Extension (US 183 to Sunset Ridge Drive)
- 285c CR 200 (CMTA Railroad to CR 201)

# 2019 ROAD BOND PROGRAM PROJECTS

## PRECINCT 2 - COMMISSIONER LONG



### In Design

- P343 Bagdad Road/CR 279 (Loop 332 to CR 281)
- P344 Corridor I (US 183 to SH 29 (and to Burnet County Line))
- P346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

**Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)**  
**Project No. 1805-229**

Original Contract Price = \$2,959,000.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/15/2018	9/11/2018	10/18/2018	10/28/2018	2/13/2020		480		480	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	10/28/2018	12/31/2018	65	\$7,296.69	\$7,296.69	\$810.74	\$810.74	0	14
2	1/1/2019	1/31/2019	31	\$204,653.21	\$211,949.90	\$22,739.25	\$23,549.99	8	20
3	2/1/2019	2/28/2019	28	\$159,772.72	\$371,722.62	\$17,752.52	\$41,302.51	14	26
4	3/1/2019	3/31/2019	31	\$137,964.55	\$509,687.17	\$15,329.40	\$56,631.91	19	32
5	4/1/2019	4/30/2019	30	\$194,875.30	\$704,562.47	\$21,652.81	\$78,284.72	26	39
6	5/1/2019	5/31/2019	31	\$136,748.31	\$841,310.78	\$15,194.26	\$93,478.98	31	45
7	6/1/2019	6/30/2019	30	\$1,833.75	\$843,144.53	\$203.75	\$93,682.73	31	51
8	7/1/2019	7/31/2019	31	\$52,512.42	\$895,656.95	\$5,834.67	\$99,517.40	33	58
9	8/1/2019	8/31/2019	31	\$200,547.82	\$1,096,204.77	\$22,283.13	\$121,800.53	40	64
10	9/1/2019	9/30/2019	30	\$207,014.36	\$1,303,219.13	\$23,001.60	\$144,802.13	48	70
11	10/1/2019	10/31/2019	31	\$236,499.39	\$1,539,718.52	\$26,277.71	\$171,079.84	57	77
12	11/1/2019	11/30/2019	30	\$123,864.67	\$1,663,583.19	\$13,762.74	\$184,842.58	61	83
13	12/1/2019	12/31/2019	31	\$137,437.19	\$1,801,020.38	\$15,270.80	\$200,113.38	66	90
14	1/1/2020	1/31/2020	31	\$603,824.45	\$2,404,844.83	\$67,091.60	\$267,204.98	89	96
15	2/1/2020	2/29/2020	14	\$78,833.21	\$2,483,678.04	\$8,807.89	\$276,012.87	92	99
16	3/1/2020	3/31/2020	0	\$22,139.21	\$2,505,817.25	\$2,459.98	\$278,472.85	92	99

4/3/2020 Comments - Substantial Completion was achieved on February 13, 2020.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	11/26/2019	\$53,416.00	\$ 53,416.00

1A: Design Error or Omission. Incorrect PS&E. This change order adds new bid items for the design revision to add a service meter to the 12" waterline. This change order also replaces the DR-18 waterline pipe called for in the plans with a DR-14 pipe inside the park. 3F: County Convenience. Additional work desired by the County. This change order adds new bid items for the connection of 12" waterline to the waterline installed by others at the west end of the park road, for additional tapping saddle for landscape irrigation, and 4" PVC sleeves under roadway for future irrigation and electrical needs in the park. This change order also replaces the Type 1 ground box with a Type D ground box for the communication line along the park road.

Adjusted Price = \$3,012,416.00

**San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road)**

**Project No. 1807-252**

Original Contract Price = \$1,425,301.90

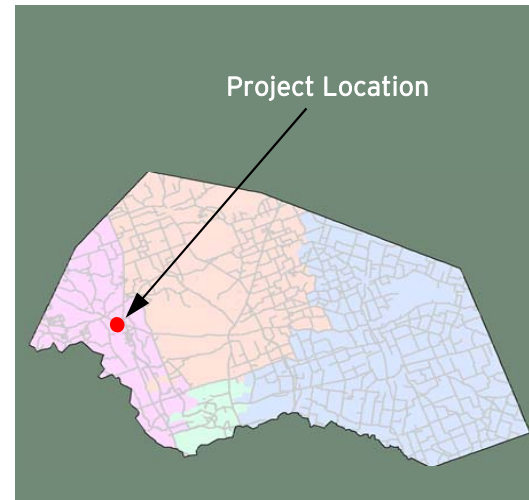
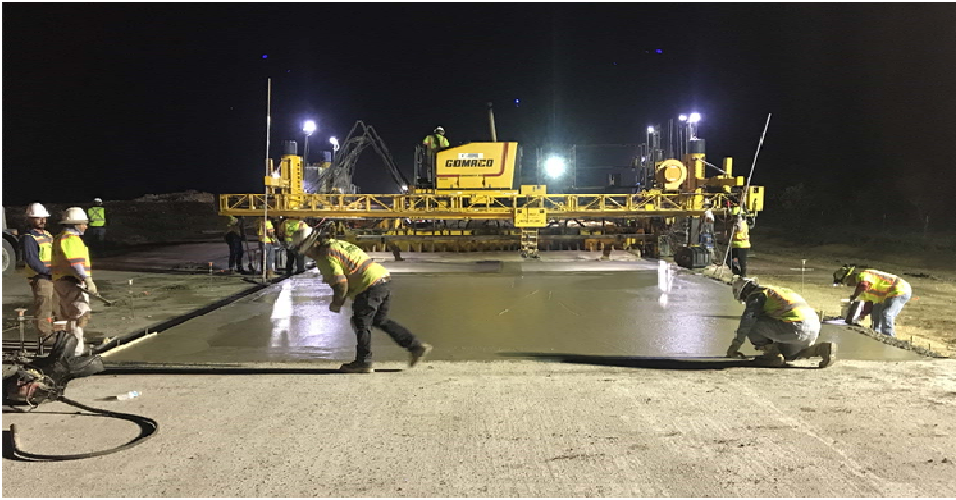
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/5/2018	9/18/2018	10/12/2018	10/22/2018	3/7/2020		125		125	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	11/1/2018	11/30/2018	0	\$20,025.00	\$20,025.00	\$2,225.00	\$2,225.00	2	0
2	12/1/2018	12/31/2018	0	\$6,088.77	\$26,113.77	\$676.53	\$2,901.53	2	0
3	1/1/2019	1/31/2019	0	\$12,825.00	\$38,938.77	\$1,425.00	\$4,326.53	3	0
4	2/1/2019	3/31/2019	0	\$14,943.46	\$53,882.23	\$1,660.38	\$5,986.91	4	0
5	4/1/2019	4/30/2019	15	\$192,636.00	\$246,518.23	\$21,404.00	\$27,390.91	19	12
6	5/1/2019	5/31/2019	18	\$110,889.98	\$357,408.21	\$12,321.11	\$39,712.02	27	26
7	6/1/2019	6/30/2019	12	\$39,727.80	\$397,136.01	\$4,414.20	\$44,126.22	30	36
8	7/1/2019	7/31/2019	20	\$69,883.20	\$467,019.21	\$7,764.80	\$51,891.02	36	52
9	8/1/2019	9/30/2019	43	\$320,467.68	\$787,486.89	\$35,607.52	\$87,498.54	60	86
10	10/1/2019	10/31/2019	17	\$36,404.24	\$823,891.13	\$4,044.92	\$91,543.46	63	100
11	11/1/2019	11/30/2019	10	\$56,562.93	\$880,454.06	\$6,284.77	\$97,828.23	68	108
12	12/1/2019	12/31/2019	20	\$201,899.25	\$1,082,353.31	\$22,433.25	\$120,261.48	83	124
13	1/1/2020	1/31/2020	20	\$75,223.62	\$1,157,576.93	\$8,358.18	\$128,619.66	89	140
14	2/1/2020	2/29/2020	20	\$130,889.46	\$1,288,466.39	\$2,269.80	\$130,889.46	98	156
15	3/1/2020	3/31/2020	7	\$84,133.56	\$1,372,599.95	\$9,348.17	\$140,237.63	105	162

4/3/2020 Comments - Substantial Completion was achieved on March 7, 2020.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/21/2019	\$16,166.09	\$ 16,166.09
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the exploratory work to unclog an existing culvert pipe to expedite dewatering of the pond prior to the start of construction. 6C: Untimely ROW/Utilities. Utilities not clear. This change order compensates the Contractor for the additional cost of double handling rock riprap material caused by the delay in relocation of the AT&T line.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	2/11/2020	\$5,811.00	\$ 21,977.09
1A: Design Error or Omission. Incorrect PSE. This Change Order adds a new item to compensate the Contractor for the cost to fabricate and deliver slot drain cover plates that was deleted from the project. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order replaces lime treatment with an additional 6" of flexible base.			

Adjusted Price = \$1,447,278.99



## Seward Junction Improvements

(SH 29 to CR 266 & CR 266 South of 259 to SH 29)

Project Length: 2.9 Miles

Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - December 2020

Estimated Construction Cost: \$13.4 Million



## MARCH 2020 IN REVIEW

**03/13/2020: Southwest:** Jordan Foster finished the test strip for the concrete pavement. Subcontractor GK Construction continued to tie the steel for the concrete paving. **Southeast:** Tx Materials placed the Ty B hot mix asphalt on the detour across from PEC and along CR 266 at SH 29. The Contractor excavated and formed the headwall footing for Outfall I and F, east of Bridge F. The Contractor placed the 1st course of flexible base between existing CR 259 and SH 29. **US 183 Crossover:** The Contractor continued to shape the slopes and ditches in the crossover. **PEC Pond:** Excavation began for the concrete maintenance ramp.

**03/27/2020: Southwest:** Jordan Foster resumed concrete paving on the inside lanes from west of the intersection of CR 263. Concrete was formed and placed for the safety end treatments and the aprons at the drop inlets off of CR 263 and Falcon Lane. Subcontractor GK Construction continued to tie steel for the concrete paving on the outside lanes from US 183. **Southeast:** Concrete was placed for the T223 bridge rail at the abutments on Bridge E and F. Concrete riprap at the downstream end of Structure G was formed and poured. The safety end treatment for Culvert C1 and the apron for Inlet DI-A5 were formed and poured. **PEC Pond:** Concrete was formed and placed for the Maintenance Ramp footing into the pond.



Design Engineer: K Friese and Aguirre & Field  
Contractor: Jordan Foster Construction  
Construction Observation: Steven Shull / Feng Chen, HNTB

Williamson County  
Road Bond Program



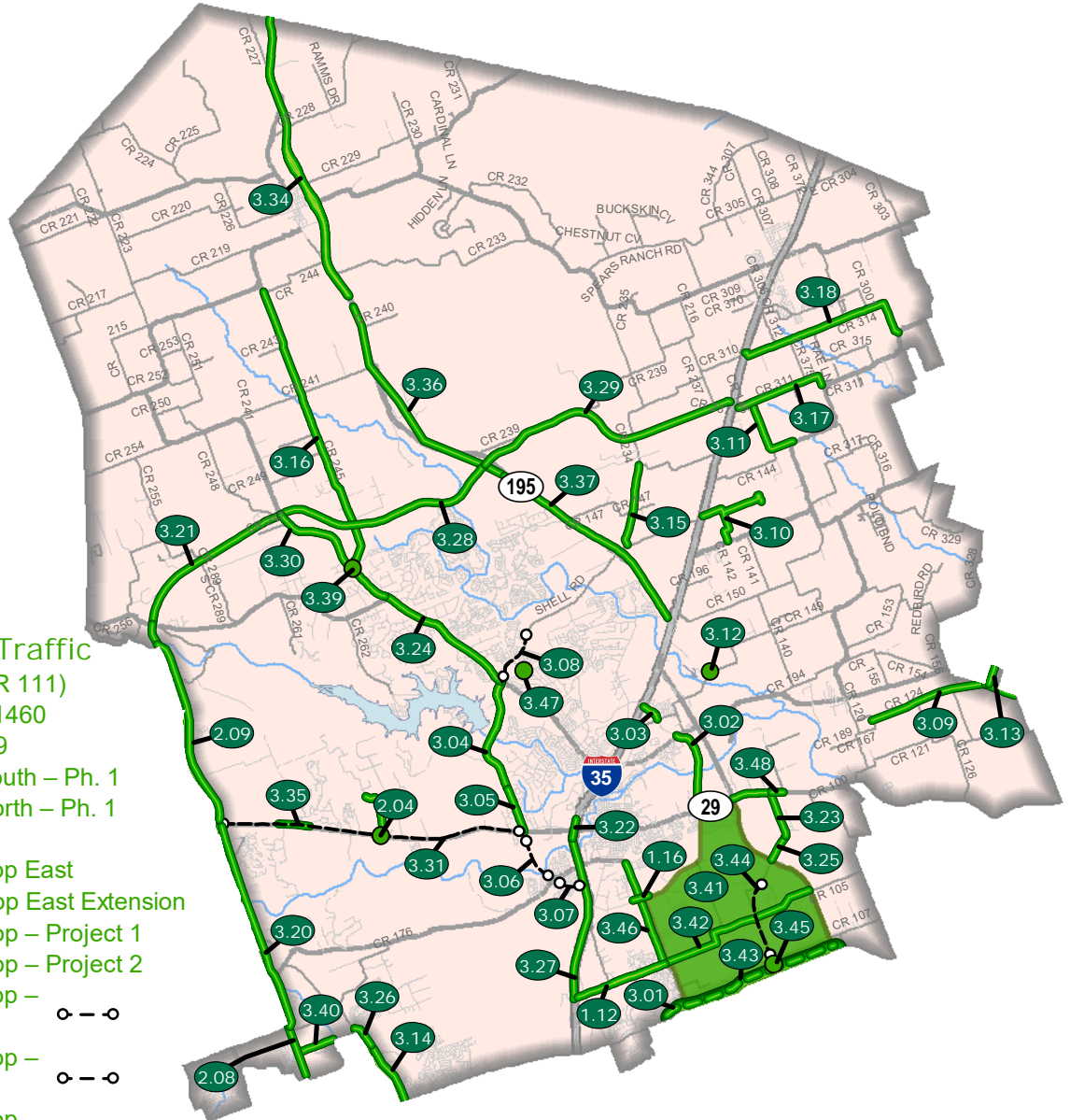
**Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)**  
**Project No. 1812-282**

Original Contract Price = \$13,270,258.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/19/2018	3/5/2019	4/22/2019	5/2/2019			540		540	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	5/2/2019	6/30/2019	60	\$1,138,506.71	\$1,138,506.71	\$126,500.75	\$126,500.75	9	11
2	7/1/2019	7/31/2019	31	\$900,193.70	\$2,038,700.41	\$100,021.52	\$226,522.27	17	17
3	8/1/2019	8/31/2019	31	\$500,440.00	\$2,539,140.41	\$55,604.44	\$282,126.71	21	23
4	9/1/2019	9/30/2019	30	\$781,187.35	\$3,320,327.76	\$86,798.60	\$368,925.31	28	28
5	10/1/2019	10/31/2019	31	\$629,436.02	\$3,949,763.78	\$69,937.33	\$438,862.64	33	34
6	11/1/2019	11/30/2019	30	\$278,357.53	\$4,228,121.31	\$30,928.62	\$469,791.26	35	39
7	12/1/2019	12/31/2019	31	\$499,295.12	\$4,727,416.43	\$55,477.23	\$525,268.49	39	45
8	1/1/2020	1/31/2020	31	\$507,587.04	\$5,235,003.47	\$56,398.56	\$581,667.05	43	51
9	2/1/2020	2/29/2020	29	\$495,830.37	\$5,730,833.84	\$55,092.26	\$636,759.31	48	56
10	3/1/2020	3/31/2020	31	\$1,495,940.26	\$7,226,774.10	\$380,356.53	\$1,017,115.84	62	62
<u>Change Order Number</u>			<u>Approved</u>	<u>Cost This CO</u>		<u>Total COs</u>			
01			2/28/2020	\$112,306.36		\$ 112,306.36			
1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.									
						Adjusted Price = \$13,382,564.46			

# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 3 - COMMISSIONER COVEY



### Completed/Open to Traffic

- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South – Ph. 1
- 2.09 Ronald W. Reagan North – Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study
- 3.07 Georgetown Inner Loop – Project 4 Study
- 3.08 Georgetown Inner Loop – Project 5 Study
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps

- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.41 CR 110 / Arterial A Study (design)
- 3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
- 3.43 University Blvd. (Chandler Rd) Expansion (Design)
- 3.44 CR 110 North
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.46 FM 1460 North
- 3.47 Madrid Drive Extension



237 SH 29 at DB Wood (Intersection Improvements)  
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)  
292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)  
326 RM 2243 Realignment (183A to Southwest Bypass)  
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

231 IH 35 Ramp Reversal and Frontage Road Conversion  
(FM 972 to CR 312)

231 Ronald Reagan Boulevard at IH 35 Bridge Replacement

241 CR 176 at RM 2243 Intersection (Safety Improvements)

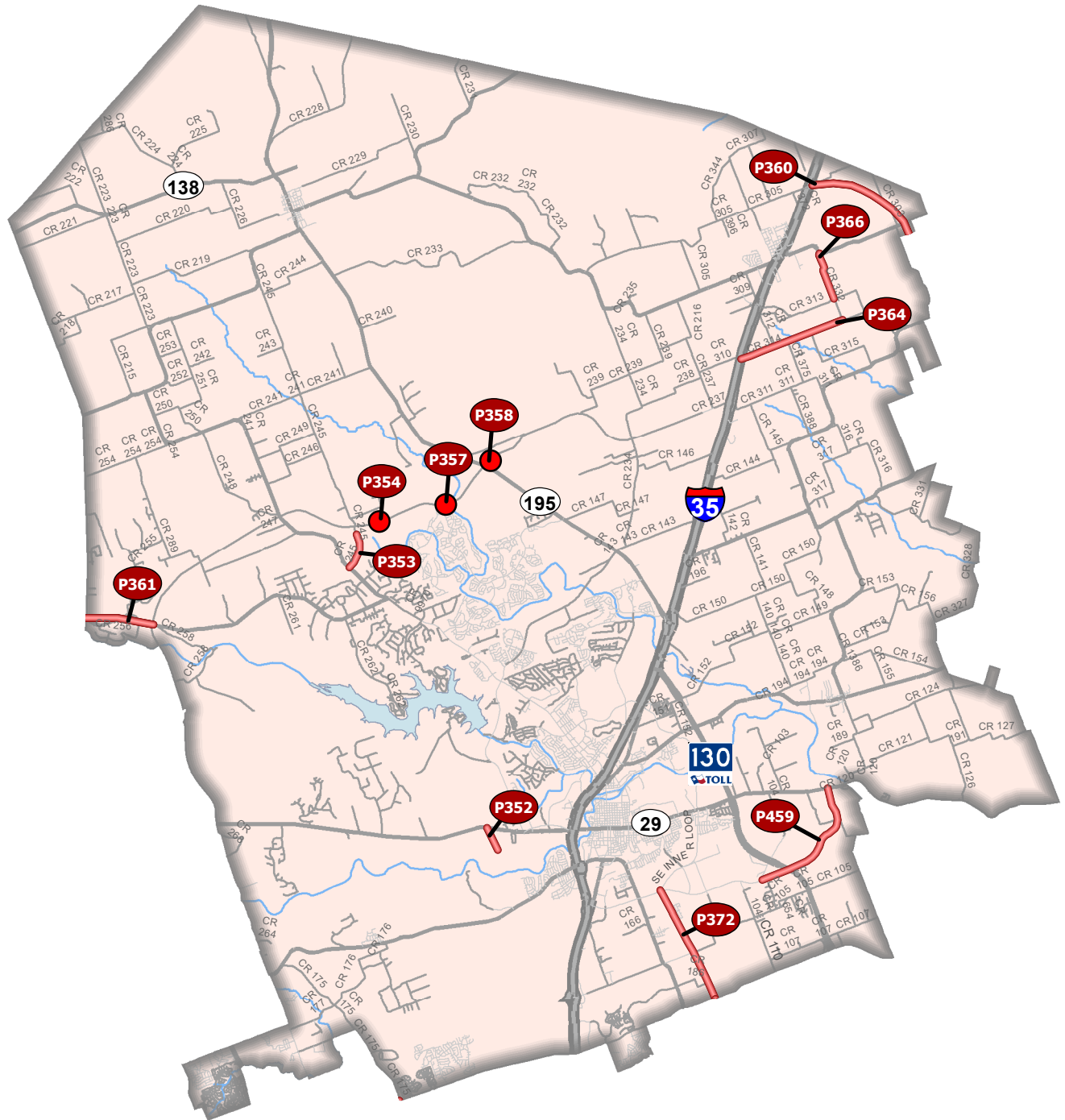
243d Southwest Bypass Segment 2 (Southbound IH 35 to  
RM 2243)

226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)  
231 Relocation of 48" Williamson County Regional Raw Waterline - Line B

- 234 RM 2243 at Escalera Parkway  
(Intersection Improvements)
- 243a Southwest Bypass Driveways
- 243c Southwest Bypass Access Route
- 251 Inner Loop Safety Improvements  
(Belmont Drive to Rockride Lane)
- 276 Arterial H Extension Phase 1  
(CR 175 to Massey Way)
- 291 SH 29 at Cedar Hollow  
(Intersection Improvements)
- 293 Kauffman Loop Phase 1 - Two Lanes  
(northeast quadrant of Reagan at SH 29)
- 306 CR 305 at IH 35 Bridge Replacement
- 306 Relocation of 48" Williamson County  
Regional Raw Waterline - Line A
- 453 Southwest Bypass Segment 1  
(Southbound IH 35 to 0.5 miles west)

# 2019 ROAD BOND PROGRAM PROJECTS

## PRECINCT 3 - COMMISSIONER COVEY



### In Design

- P352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
- P353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
- P354 Ronald Reagan at Silver Spur Boulevard
- P357 Ronald Reagan at Sun City Boulevard
- P358 SH 195 at Ronald Reagan
- P360 Corridor E5 (IH 35 to FM 972)
- P361 Corridor I (Ronald Reagan Boulevard to US 183)
- P364 CR 314 Safety Improvement (IH 35 to 1 mile east of IH 35 and Widening from East of CR 315 to CR 332)
- P366 CR 332 Realignment (South of FM 487 to North of CR 313)
- P370 MoKan (Georgetown Inner Loop to University Boulevard)
- P459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)

**Inner Loop Improvements (Wilco Way to Belmont Drive)**  
**Project No. 1706-168**

Original Contract Price = \$5,352,696.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/9/2017	8/30/2017	9/18/2017	9/28/2017	12/21/2018		300	98	398	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	9/28/2017	10/31/2017	34	\$324,036.00	\$324,036.00	\$36,004.00	\$36,004.00	7	9
2	11/1/2017	11/30/2017	30	\$429,129.00	\$753,165.00	\$47,681.00	\$83,685.00	16	16
3	12/1/2017	1/31/2018	62	\$460,398.44	\$1,213,563.44	\$51,155.38	\$134,840.38	26	32
4	2/1/2018	2/28/2018	28	\$52,007.22	\$1,265,570.66	\$5,778.58	\$140,618.96	27	39
5	3/1/2018	3/31/2018	31	\$346,718.46	\$1,612,289.12	\$38,524.28	\$179,143.24	34	46
6	4/1/2018	4/30/2018	30	\$616,068.50	\$2,228,357.62	\$68,452.05	\$247,595.29	47	54
7	5/1/2018	5/31/2018	31	\$625,661.55	\$2,854,019.17	\$69,517.95	\$317,113.24	60	62
8	6/1/2018	6/30/2018	30	\$940,709.70	\$3,794,728.87	\$104,523.31	\$421,636.55	80	69
9	7/1/2018	7/31/2018	31	\$464,007.65	\$4,258,736.52	\$51,556.40	\$473,192.95	90	77
10	8/1/2018	8/31/2018	31	\$164,300.22	\$4,423,036.74	\$18,255.58	\$491,448.53	93	85
11	9/1/2018	9/30/2018	30	\$55,348.69	\$4,478,385.43	\$6,149.85	\$497,598.38	95	92
12	10/1/2018	10/31/2018	31	\$35,315.10	\$4,513,700.53	\$3,923.90	\$501,522.28	95	100
13	11/1/2018	11/30/2018	30	\$68,351.25	\$4,582,051.78	\$7,594.58	\$509,116.86	97	108
14	12/1/2018	12/22/2018	22	\$67,106.34	\$4,649,158.12	\$7,456.26	\$516,573.12	98	113
15	12/23/2018	2/28/2019	0	\$32,411.02	\$4,681,569.14	\$3,601.23	\$520,174.35	99	113
16	3/1/2019	3/15/2019	0	\$18,154.74	\$4,699,723.88	\$2,017.19	\$522,191.54	99	113
17	3/16/2019	4/30/2019	0	\$499,998.40	\$5,199,722.28	-\$499,998.40	\$22,193.14	99	113

4/3/2020 Comments - A Change Order is being processed for additional work. Closeout documents are being received.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	12/5/2017	\$ 6,050.40	\$ 6,050.40

3E: County Convenience. Reduction of future maintenance. This Change Order revises the hot mix asphalt (HMAC) pavement section on the Inner Loop from one 2" lift of Type C HMAC to one 2" lift of Type D HMAC.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/5/2018	\$ 37,681.73	\$ 43,732.13

3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt on the existing pavement, reconstruction of the remaining portion of the County Annex parking lot, relocation of the existing force main outside the limits of new parking lots, installation of conduit sleeves under the new parking lot for future irrigation and a revised seed mixture to match the existing campus lawn. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). Changes at the Wilco Way portion of the project include overrun in excavation cost due to change in the Construction Sequence requested by TCEQ and changes to the seed mixture. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(item 9). Pay item for 18" deep pavement repair (351-6011) will be deleted. The item will not be used because the repair of failures in the existing pavement does not require it.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/18/2018	\$ 183,780.89	\$ 227,513.02

3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/5/2019	\$ 20,171.94	\$ 247,684.96

3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions(unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

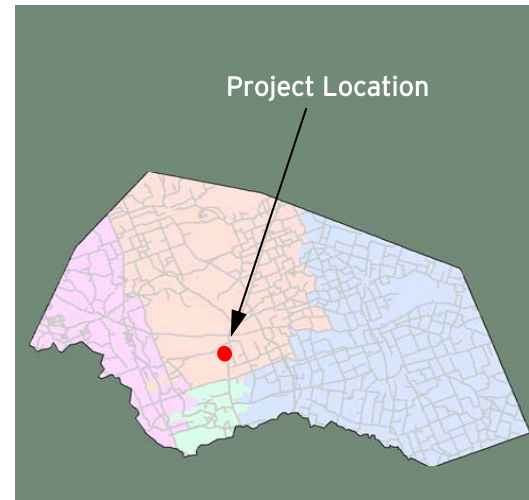
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	6/25/2019	\$ (343,688.29)	\$ (96,003.33)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds time to the contract for work added in Change Order #2. This Change Order also corrects an error in a previously reported quantity.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	3/24/2020	\$7,291.00	\$ (88,712.33)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds time to the contract for work added in Change Order #2. This Change Order also corrects an error in a previously reported quantity

Adjusted Price = \$5,263,983.67



## Southwest Bypass Segment 2

(Southbound IH 35 to RM 2243)

Project Length: 1.6 Miles

Roadway Classification: Major Urban Collector

Project Schedule: September 2018 - April 2020

Estimated Construction Cost: \$8.6 Million



## MARCH 2020 IN REVIEW

**03/06/2020:** James Construction worked on punch list items. G Carter placed the mast arms, lights, and cameras at the RM 2243 intersection. A generator was used to test some of the wiring circuits for Georgetown Utilities to learn about the wiring and the new cameras that were installed.

**03/13/2020:** The Contractor monitored the vegetation strip along the ROW for grass growth. Subcontractor G Carter placed confirmation lights at the 4 signal poles at the RM 2243 intersection.

**03/20/2020:** The vegetation strip along the ROW continued to be monitored for grass growth. Subcontractor TCS, fence contractor, worked on gates at the old haul road.

**03/27/2020:** The vegetation strip continued to be monitored along the ROW for grass growth. TCS finished placement of gates as needed.



Design Engineer: HDR Engineering  
Contractor: James Construction  
Construction Observation:  
Pat De Los Santos, HNTB

Williamson County  
Road Bond Program



**Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)**  
**Project No. 1803-219**

Original Contract Price = \$8,087,943.77

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
5/9/2018	6/19/2018	9/14/2018	9/24/2018	1/27/2020		420	0	420	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	9/24/2018	10/25/2018	32	\$650,245.50	\$650,245.50	\$72,249.50	\$72,249.50	8	8
2	10/26/2018	11/25/2018	31	\$282,139.19	\$932,384.69	\$31,348.80	\$103,598.30	12	15
3	11/26/2018	12/25/2018	30	\$935,358.18	\$1,867,742.87	\$103,928.69	\$207,526.99	24	22
4	12/26/2018	1/25/2019	31	\$150,358.76	\$2,018,101.63	\$16,706.52	\$224,233.51	26	30
5	1/26/2019	2/25/2019	31	\$87,117.34	\$2,105,218.97	\$9,679.71	\$233,913.22	27	37
6	2/26/2019	3/25/2019	28	\$658,360.62	\$2,763,579.59	\$73,151.18	\$307,064.40	36	44
7	3/26/2019	4/25/2019	31	\$368,480.57	\$3,132,060.16	\$40,942.28	\$348,006.68	41	51
8	4/26/2019	5/25/2019	30	\$518,691.89	\$3,650,752.05	\$57,632.43	\$405,639.11	47	58
9	5/26/2019	6/25/2019	31	\$525,821.35	\$4,176,573.40	\$58,424.60	\$464,063.71	54	65
10	6/26/2019	7/25/2019	30	\$188,830.60	\$4,365,404.00	\$20,981.18	\$485,044.89	56	73
11	7/26/2019	8/25/2019	31	\$468,383.64	\$4,833,787.64	-\$230,635.01	\$254,409.88	59	80
12	8/26/2019	9/25/2019	31	\$246,380.33	\$5,080,167.97	\$12,967.38	\$267,377.26	62	87
13	9/26/2019	10/25/2019	30	\$469,622.82	\$5,549,790.79	\$24,716.99	\$292,094.25	68	95
14	10/26/2019	11/25/2019	31	\$310,326.66	\$5,860,117.45	\$16,332.98	\$308,427.23	72	102
15	11/26/2019	12/25/2019	30	\$456,292.80	\$6,316,410.25	\$24,015.41	\$332,442.64	77	109
16	12/26/2019	1/25/2020	31	\$887,873.95	\$7,204,284.20	\$46,730.21	\$379,172.85	88	116
17	1/26/2020	2/25/2020	31	\$474,385.50	\$7,678,669.70	-\$222,465.31	\$156,707.54	91	124
18	2/26/2020	3/25/2020	2	\$4,704.38	\$7,683,374.08	\$96.01	\$156,803.55	91	124

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/7/2020	\$300,284.59	\$ 300,284.59

3F: County Convenience. Additional work desired by the County. A ROW agreement with Texas Crushed Stone (TCS) required that 6 driveways be installed on the project and the locations and details were added to the plans after construction began. In addition to the driveways, per Williamson County's request, the southbound frontage road will be converted to two-way to allow eastbound SW Bypass traffic to access the Inner Loop directly. 3E & 3H: County Convenience. Reduction of future maintenance. Cost savings opportunity discovered during construction. Elimination of Wall 6 is safer for the travelling public and will reduce future maintenance costs. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). Excavation adjacent to the ROW required the placement of additional metal beam guard fence (MBGF) to protect the travelling public. Also, during construction, excavation near the pond diverted water across a driveway, therefore it was necessary to place concrete pipe (RCP) to channel the water into the pond.

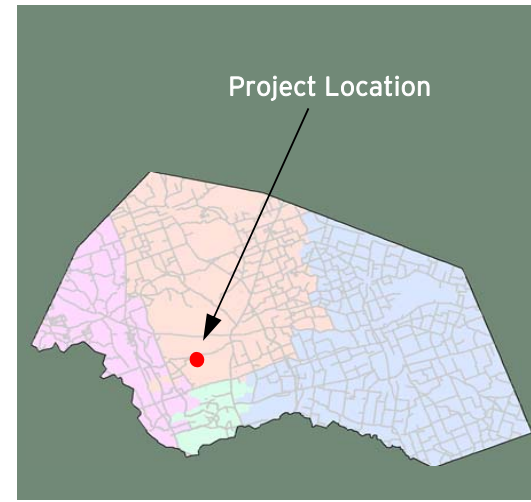
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	4/7/2020	\$155,032.86	\$ 455,317.45

3F: County Convenience. Additional work desired by the County. This Change Order pays for the completion of the signal at RM 2243/Southwest Bypass. The original plans only required the Contractor to install signal poles and illumination. The mast arms were to be delivered to the City of Georgetown for later installation. After the project began, the section of the Bypass constructed by the City of Georgetown opened and a signal warrant study was performed that indicated the intersection met warrants. This Change Order adds pay items for the signal heads, controller cabinet, wiring, vehicle detection system, and the labor and equipment to complete the work for a fully functional signal. This Change order also provides for the payment of retaining wall costs already incurred for Wall 6, prior to the decision to delete that wall from the Contract. Through discussions with the landowner and Engineer, the County decided to remove Wall 6 for safety concerns, maintenance issues and cost savings. It was also decided by the County to install 7 additional cliff overhang gates through negotiations with the landowner.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	4/7/2020	\$46,061.86	\$ 501,379.31

3F: County Convenience. Additional work desired by the County. This Change Order for the tree preservation, trimming, and debris removal. An arborist is required to determine the protection for trees in the work zone. A fence is included in this Change Order for tree protection

Adjusted Price = \$8,589,323.08



## CR 176 at RM 2243

(RM 2243 at Parkside Parkway)

Project Length: 1 Mile

Roadway Classification: Rural Arterial

Project Schedule: August 2019 - April 2020

Estimated Construction Cost: \$2.7 Million



## MARCH 2020 IN REVIEW

**03/06/2020:** Joe Bland Construction placed and graded base over the top of the newly placed water line. Water continued to be pumped out of the ditch and into an environmental sock before going into the ditch line along RM 2243.

**03/13/2020:** The ditch line was graded, and flume placed at the south end of project. Curb and gutter were slipped from Whispering Pines to Parkside Parkway, including driveways. The ROW was graded and cleaned to prepare for hot mix asphalt.

**03/20/2020:** All curbs and safety end treatments were completed along the ROW and regrading began along the road in preparation for the placing of hot mix asphalt. Grading began at the Culvert 1 ditch outfall, north side of RM 2243.

**03/27/2020:** The Contractor and subcontractor Tx Materials completed the placement of the TY B hot mix asphalt along the ROW. The fence subcontractor began installing posts and wire where required. Some silt fence was removed in areas where the vegetation has returned.



Design Engineer: WSB & Associates  
Contractor: Joe Bland Construction  
Construction Observation:  
Pat de los Santos, HNTB

Williamson County  
Road Bond Program

**CR 176 at RM 2243 (RM 2243 at Parkside Parkway)**

**Project No. 1901-285**

Original Contract Price = \$2,447,560.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/8/2019	3/26/2019	7/26/2019	8/5/2019			420	0	420	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	8/5/2019	8/7/2019	3	\$72,005.40	\$72,005.40	\$8,000.60	\$8,000.60	3	1
2	8/8/2019	8/31/2019	24	\$182,903.40	\$254,908.80	\$20,322.60	\$28,323.20	11	6
3	9/1/2019	9/30/2019	30	\$256,030.43	\$510,939.23	\$28,447.83	\$56,771.03	21	14
4	10/1/2019	10/31/2019	31	\$404,602.62	\$915,541.85	\$44,955.84	\$101,726.87	38	21
5	11/1/2019	11/30/2019	30	\$172,401.65	\$1,087,943.50	\$19,155.74	\$120,882.61	46	28
6	12/1/2019	12/31/2019	31	\$49,862.16	\$1,137,805.66	\$5,540.24	\$126,422.85	48	35
7	1/1/2020	1/31/2020	31	\$4,983.70	\$1,142,789.36	\$553.75	\$126,976.60	48	43
8	2/1/2020	2/29/2020	29	\$350,483.90	\$1,493,273.26	-\$48,383.27	\$78,593.33	59	50
9	3/1/2020	3/31/2020	31	\$148,264.69	\$1,641,537.95	\$7,803.40	\$86,396.73	65	57
<u>Change Order Number</u>			<u>Approved</u>			<u>Cost This CO</u>		<u>Total COs</u>	
01			12/17/2019			\$208,869.67		\$ 208,869.67	
4B: Third Party Accommodation. Third party requested work. This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.									
Adjusted Price =								\$2,656,429.67	



# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 4 - COMMISSIONER BOLES

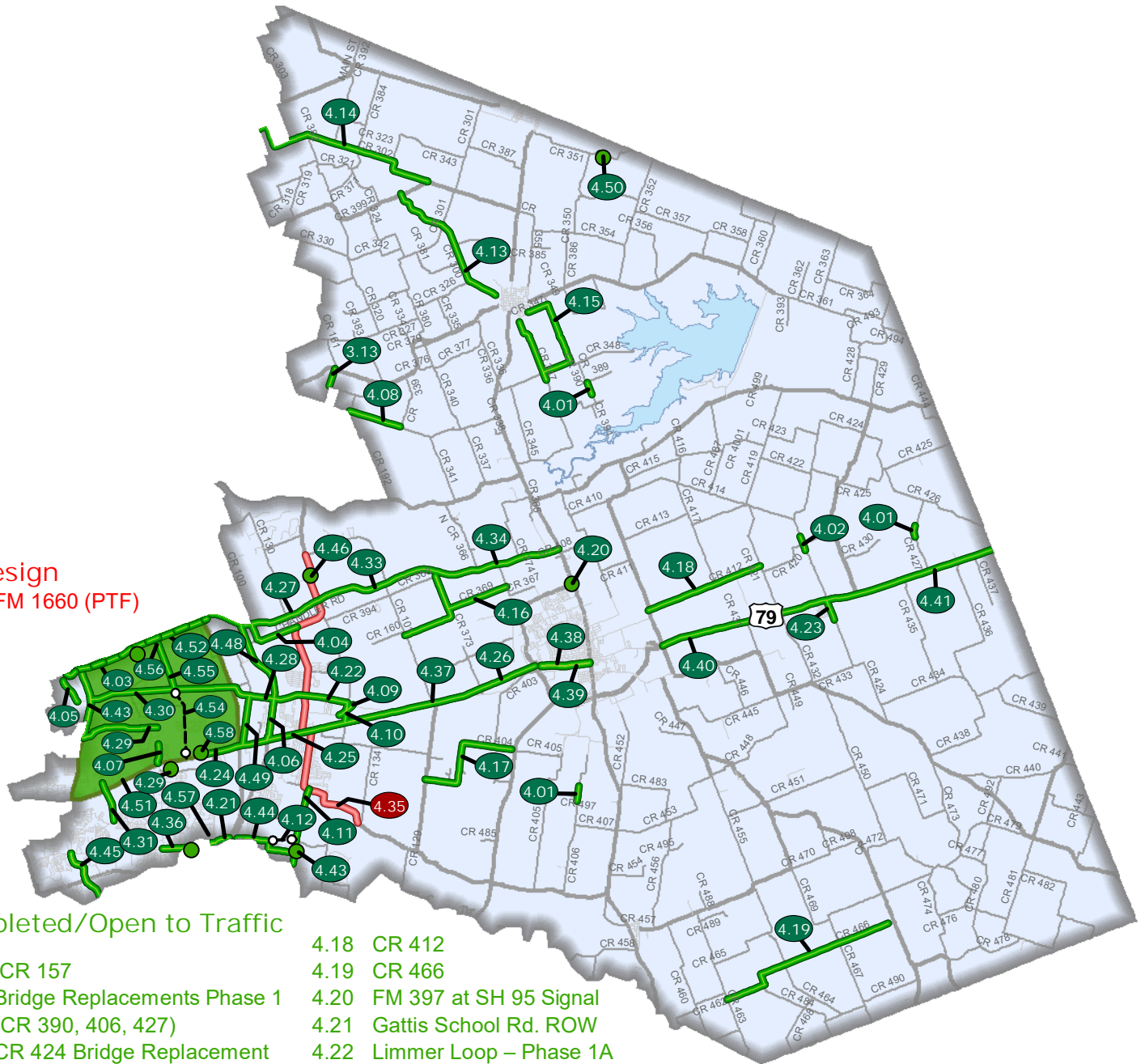
In Design  
4.35 FM 1660 (PTF)

Completed/Open to Traffic

3.13 CR 157  
4.01 Bridge Replacements Phase 1  
(CR 390, 406, 427)  
4.02 CR 424 Bridge Replacement  
4.03 Chandler Rd. – Phase 1  
4.04 CR 100  
4.05 CR 112 – Phase 1  
4.06 CR 119  
4.07 CR 122 at US 79  
4.08 CR 124  
4.09 CR 132  
4.10 CR 136  
4.11 CR 137  
4.12 CR 138 & CR 139  
Alignment Study  
4.13 CR 300 & CR 301  
4.14 CR 302  
4.15 CR 347 & CR 348  
4.16 CR 368 & CR 369  
(CR 101 to CR 366)  
4.17 CR 404

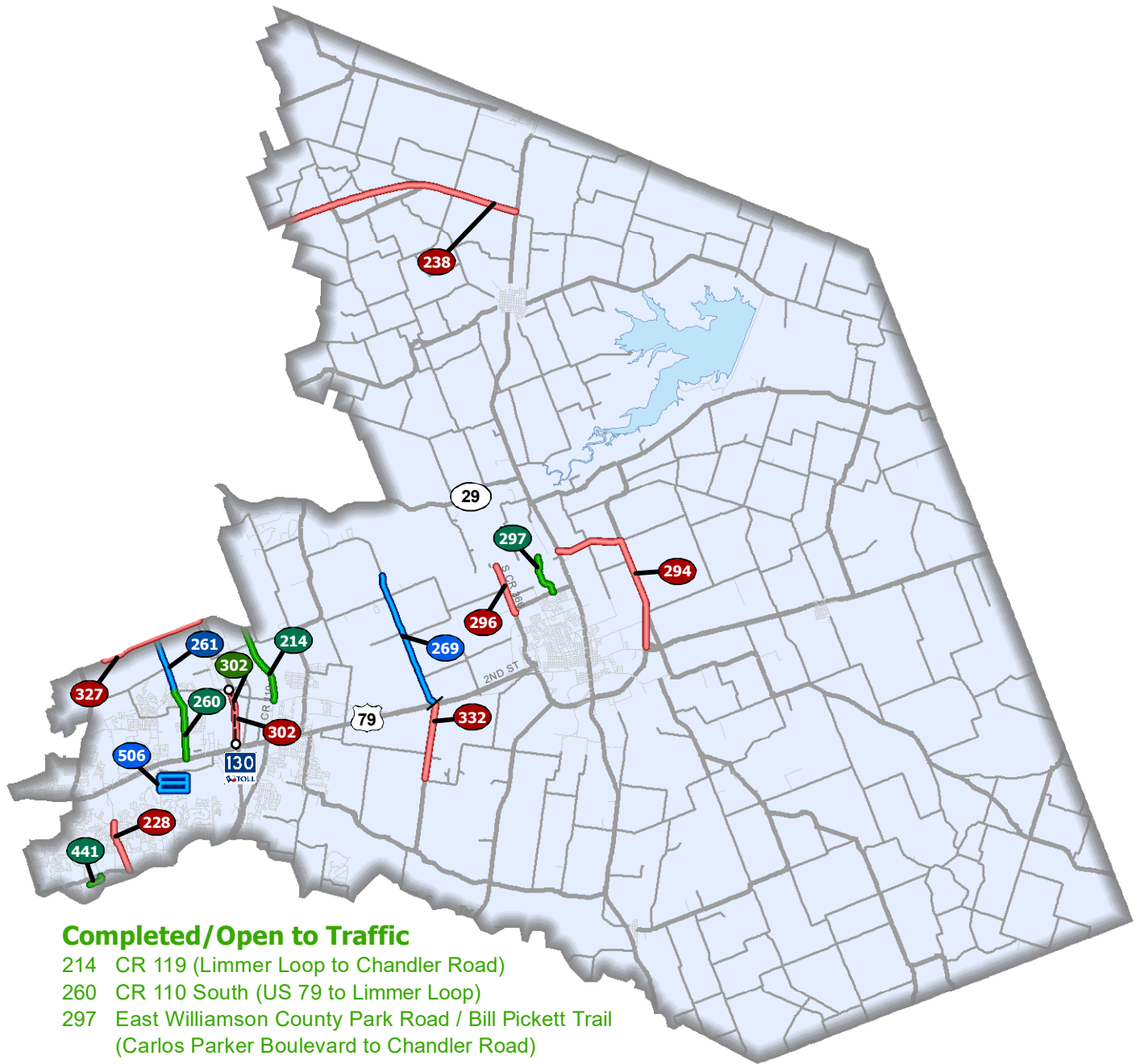
4.18 CR 412  
4.19 CR 466  
4.20 FM 397 at SH 95 Signal  
4.21 Gattis School Rd. ROW  
4.22 Limmer Loop – Phase 1A  
4.23 Thrall School Zone  
4.24 US 79 – Section 1  
4.25 US 79 – Section 2  
4.26 US 79 – Section 3A  
4.27 Chandler Rd. – Phase 2  
4.28 Limmer Loop – Phase 1B  
4.29 CR 113 / Old Settlers Blvd.  
4.30 Limmer Loop – Phase 1C  
4.31 Kenney Fort Boulevard – Phase 1  
4.33 Chandler Rd. – Phase 3A  
4.34 Chandler Rd. – Phase 3B  
4.36 Gattis School Road  
4.37 US 79 - Section 3 (PTF)  
4.38 2nd Street Improvements  
4.39 2nd Street Drainage Improvements  
4.40 US 79 Section 5A (PTF)  
4.41 US 79 Section 5B (PTF)

4.43 FM 1460 Section 2  
4.44 CR 138  
4.45 CR 170  
4.46 FM 1660 at Landfill Rd. (CR 128)  
4.48 CR 119  
4.49 CR 108  
4.50 CR 351 at Donahoe Creek  
4.51 CR 110/ Arterial A Study Area  
4.52 University Blvd. (Chandler Rd.)  
Expansion  
4.54 CR 110 South - (Design)  
(US 79 to Limmer Lp)  
4.55 CR 110 Middle  
(North of Limmer Loop to CR 107)  
4.56 CR 110 at University Blvd. (Signal)  
4.57 Gattis School Rd. at  
Winterfield Dr. (Signal)  
4.58 Tradesman Park Crossing



# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 4 - COMMISSIONER BOLES



### Completed/Open to Traffic

- 214 CR 119 (Limmer Loop to Chandler Road)
- 260 CR 110 South (US 79 to Limmer Loop)
- 297 East Williamson County Park Road / Bill Pickett Trail  
(Carlos Parker Boulevard to Chandler Road)
- 441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)
- 302 SH 130 Traffic Study ○—○

### Under Construction/Bidding

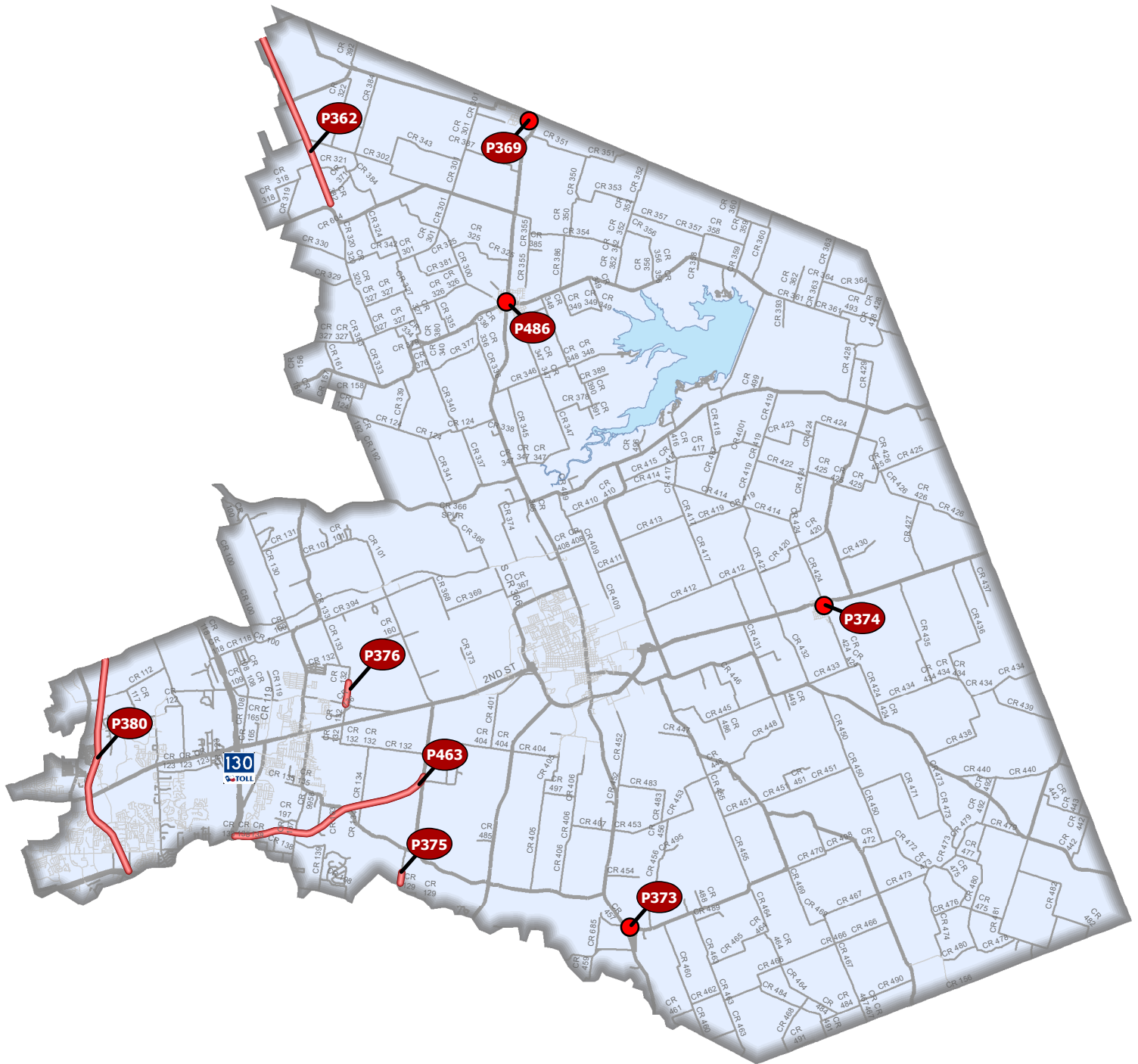
- 261 CR 110 Middle (Limmer Loop to CR 107)
- 269 CR 101 (US 79 to North of Chandler Road)
- 506 Oak Bluff and Greenfield Drainage Improvements

### In Design

- 228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
- 238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
- 294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
- 296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
- 302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
- 332 FM 3349/US 79 Interchange

# 2019 ROAD BOND PROGRAM PROJECTS

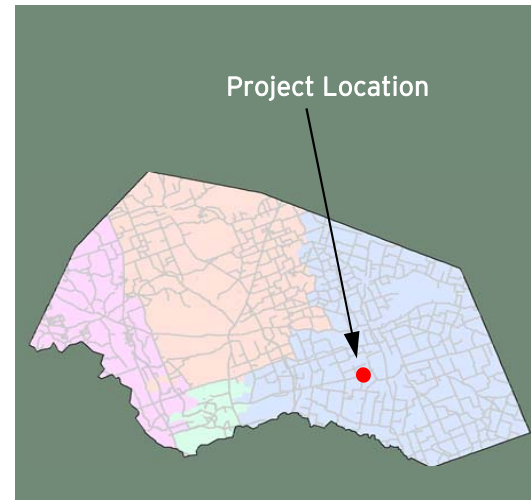
## PRECINCT 4 - COMMISSIONER BOLES



### In Design

- P362 Corridor E5 (IH 35 to FM 972)
- P369 Bartlett Street Project
- P373 Coupland Street Project
- P374 Thrall Street Project
- P375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
- P376 Hutto Arterial (North of Limmer Loop to South of CR 394)
- P380 MoKan (University Boulevard to SH 45)
- P463 Southeast Loop (Corridor E1) ( CR 138 to CR 137)
- P486 Davilla Street Culvert Replacement in Granger





## CR 110 Middle

(Limmer Loop to CR 107)

Project Length: 2.2 Miles

Roadway Classification: Urban Arterial

Project Schedule: May 2019 - September 2020

Estimated Construction Cost: \$9.0 Million



## MARCH 2020 IN REVIEW

**03/06/2020:** James Construction processed and compacted the remaining flexible base along CR 110, north and south of University Boulevard. Flexible base was placed for the CR 107 tie-in. Subcontractor Texas Materials paved Type B hot mix asphalt from north of University Boulevard to the north end.

**03/13/2020:** Flexible base was processed and compacted from Culvert C to CR 112. The 24" encasement pipe was installed under Culvert E and Culvert F. Flowable fill was placed over the encasement at Culvert E. 18" reinforced concrete pipe was installed under CR 107. Subcontractor Quantas relocated MCI/Verizon fiberoptic line from DeSoto Loop south to DeSoto Loop north.

**03/20/2020:** Subcontractor Quantas pulled rope through pipe for the MCI fiber optic line. Subcontractor G Carter drilled and placed Class C drill shaft concrete in the traffic signal foundations on the northeast and west sides of University Boulevard.

**03/27/2020:** 18" riprap was placed at Culvert C, D, E and F. The detour was built from existing CR 110 at Toscana to new CR 110. Subcontractor T. S. Communications installed cable and fiber optic line for MCI/Verizon from the north end of the project to Culvert B.



Design Engineer: Kimley Horn  
Contractor: James Construction  
Construction Observation:  
Dave Thomas HNTB

Williamson County  
Road Bond Program

**CR 110 Middle (Limmer Loop to CR 107)****Project No. 1809-261**

Original Contract Price = \$8,910,862.73

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/14/2018	2/5/2019	4/26/2019	5/6/2019			390		390	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	5/6/2019	5/31/2019	26	\$719,064.06	\$719,064.06	\$79,896.01	\$79,896.01	9	7
2	6/1/2019	6/30/2019	30	\$327,805.09	\$1,046,869.15	\$36,422.78	\$116,318.79	13	14
3	7/1/2019	7/31/2019	31	\$406,884.78	\$1,453,753.93	\$45,209.43	\$161,528.22	18	22
4	8/1/2019	8/31/2019	31	\$391,244.33	\$1,844,998.26	\$43,471.59	\$204,999.81	23	30
5	9/1/2019	9/30/2019	30	\$88,385.53	\$1,933,383.79	\$9,820.61	\$214,820.42	24	38
6	10/1/2019	10/31/2019	31	\$295,167.52	\$2,228,551.31	\$32,796.39	\$247,616.81	27	46
7	11/1/2019	11/30/2019	30	\$424,033.35	\$2,652,584.66	\$47,114.82	\$294,731.63	33	54
8	12/1/2019	12/31/2019	31	\$511,268.18	\$3,163,852.84	\$56,807.57	\$351,539.20	39	62
9	1/1/2020	1/31/2020	31	\$385,342.62	\$3,549,195.46	\$42,815.85	\$394,355.05	44	69
10	2/1/2020	2/29/2020	29	\$514,688.36	\$4,063,883.82	\$57,187.60	\$451,542.65	50	77
11	3/1/2020	3/31/2020	31	\$344,124.14	\$4,408,007.96	\$38,236.01	\$489,778.66	54	85

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/8/2019	\$66,291.83	\$ 66,291.83

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	12/17/2019	\$31,881.14	\$ 98,172.97

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer.

Adjusted Price = \$9,009,035.70



# Williamson County Commissioners Court

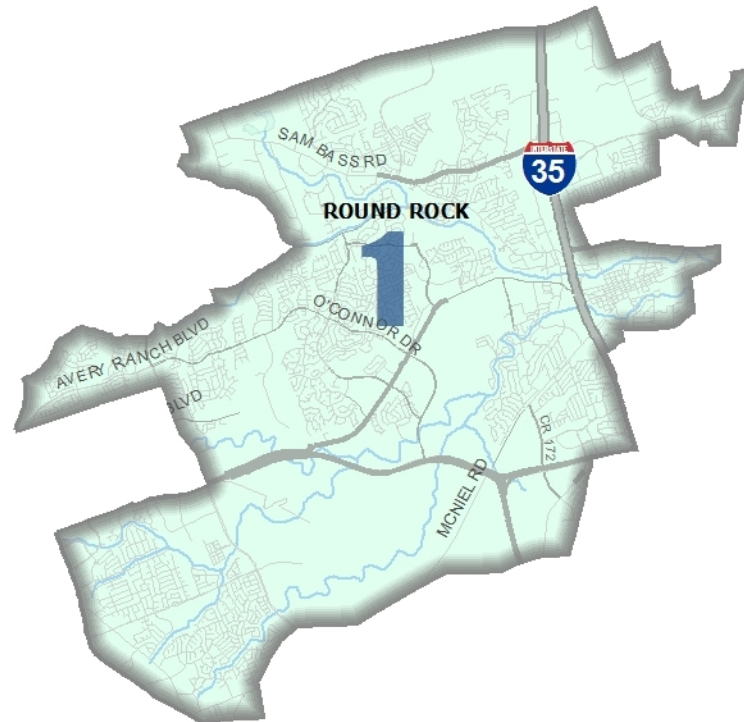
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Road Bond Program

April 21, 2020



# Precinct 1



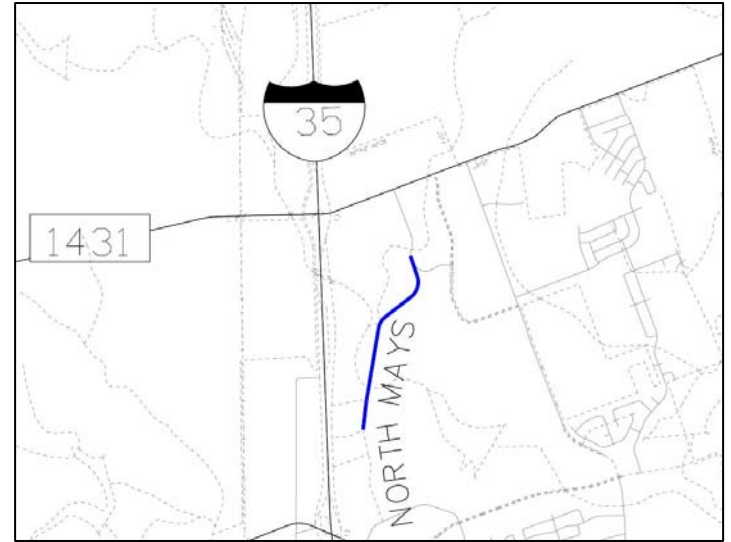


## North Mays Extension (Paloma Drive to Oakmont Drive)

---

3

Anticipated Completion  
Summer 2020



Original Contract Price = \$10,775,835.75

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$10,775,835.75

Expenditures to Date = \$7,686,560.69 (71%)

# North Mays Extension (Paloma Drive to Oakmont Drive)

4



# North Mays Extension (Paloma Drive to Oakmont Drive)

5





# North Mays Extension (Paloma Drive to Oakmont Drive)

6



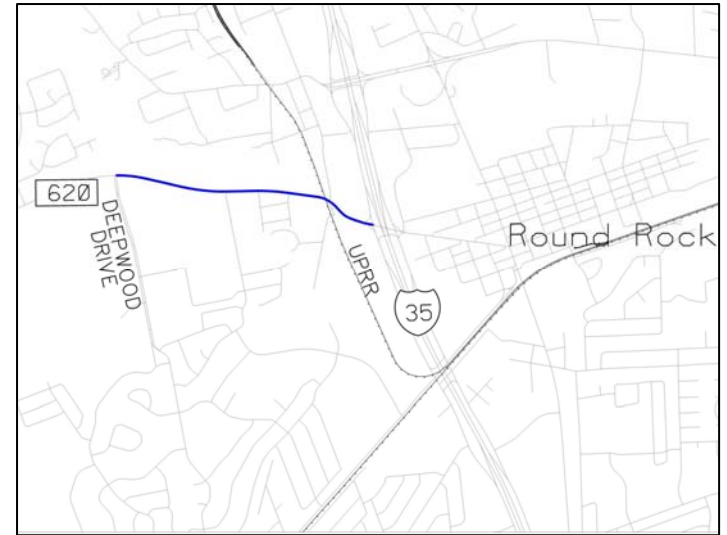


## RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

---

7

Anticipated Completion  
Summer 2022



Partnership with TxDOT and the City of Round  
Rock

Original Contract Amount = \$27,468,703.67

Construction is managed by TxDOT



# RM 620 at Railroad / Chisholm Trail<sup>8</sup> (IH 35 Frontage Road to Deep Wood Drive)





# RM 620 at Railroad / Chisholm Trail<sup>9</sup> (IH 35 Frontage Road to Deep Wood Drive)

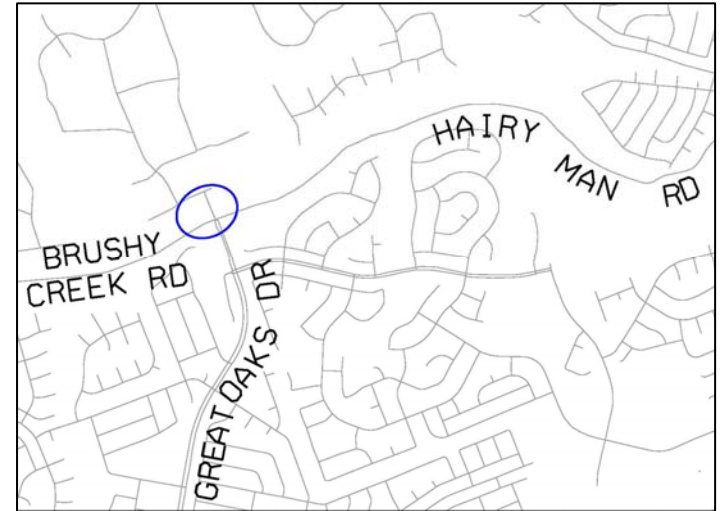




# Great Oaks Drive Water Line Replacements

10

Anticipated Completion  
Spring 2020



Original Contract Price = \$1,325,000.00

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$1,325,000.00

Expenditures to Date = \$774,016.93 (58%)

# Great Oaks Drive Water Line Replacements





# Great Oaks Drive Water Line Replacements

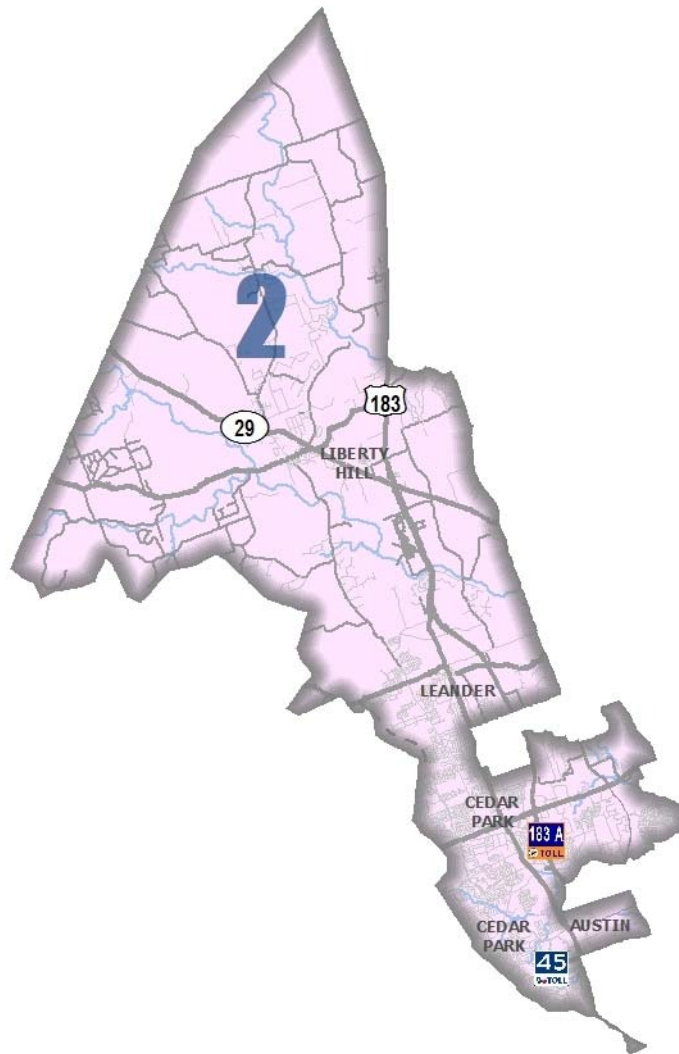




# Great Oaks Drive Water Line Replacements

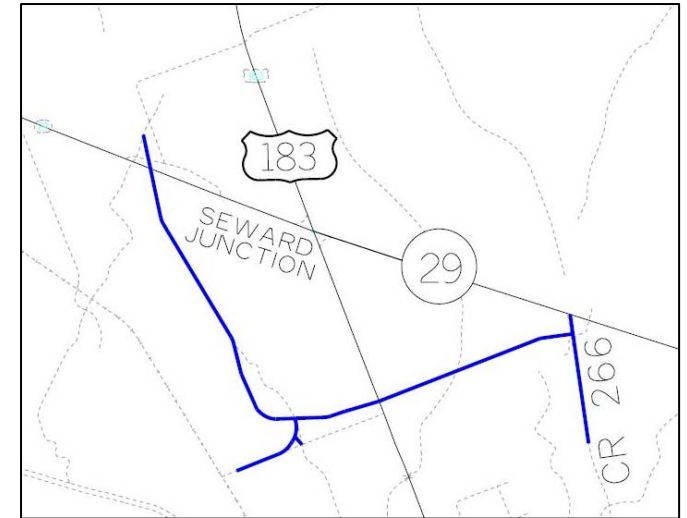


# Precinct 2



# Seward Junction Improvements

Anticipated Completion  
Late 2020



Original Contract Price = \$13,270,258.10

Total Change Orders to Date = \$112,306.36

Adjusted Contract Price = \$13,382,564.46

Expenditures to Date = \$7,607,130.63 (57%)



# Seward Junction Improvements





# Seward Junction Improvements

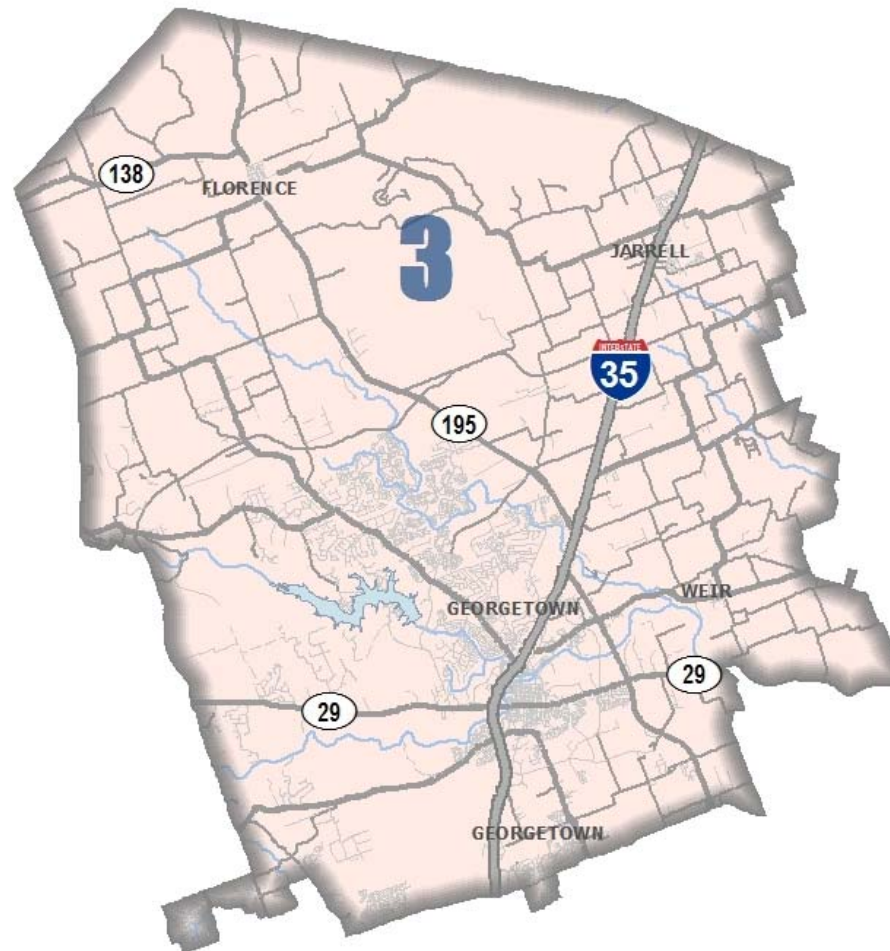


# Seward Junction Improvements





# Precinct 3

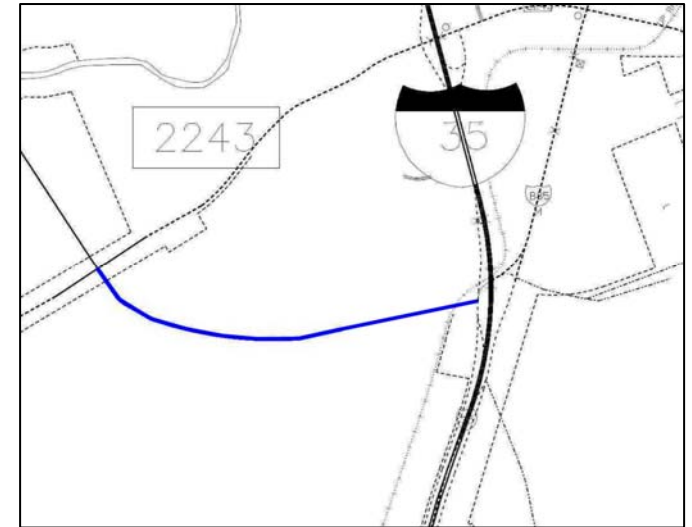


## Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

---

20

Anticipated Completion  
Spring 2020



Original Contract Amount = \$8,087,943.77

Total Change Orders = \$501,379.40

Adjusted Contract Price = \$8,591,323.17

Expenditures to Date = \$7,840,177.65 (91%)

## Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

21





## Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

22



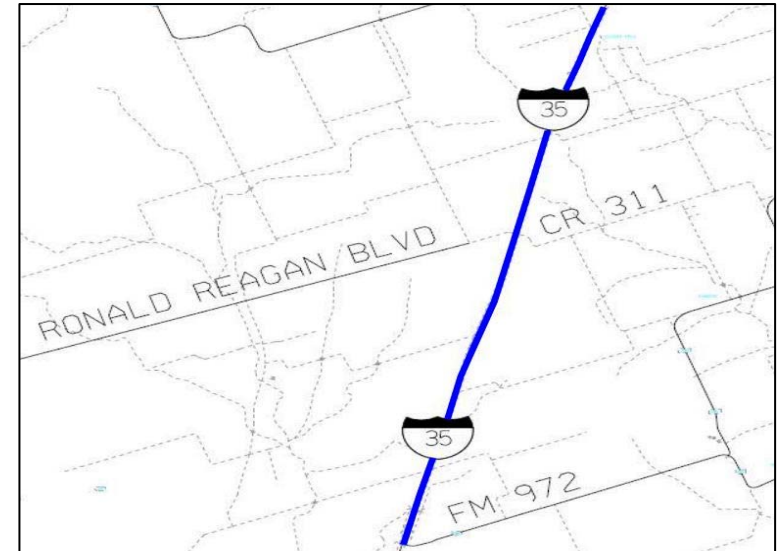




# IH 35 Ramp Reversals and Frontage Road Conversion <sup>23</sup>

---

Anticipated Completion  
Late 2020



Partnership with TxDOT

Original Contract Amount = \$13,145,762.51

Construction is managed by TxDOT

# IH 35 Ramp Reversals and Frontage Road Conversion<sup>24</sup>





# IH 35 Ramp Reversals and Frontage Road Conversion<sup>25</sup>





# IH 35 Ramp Reversals and Frontage Road<sup>26</sup> Conversion

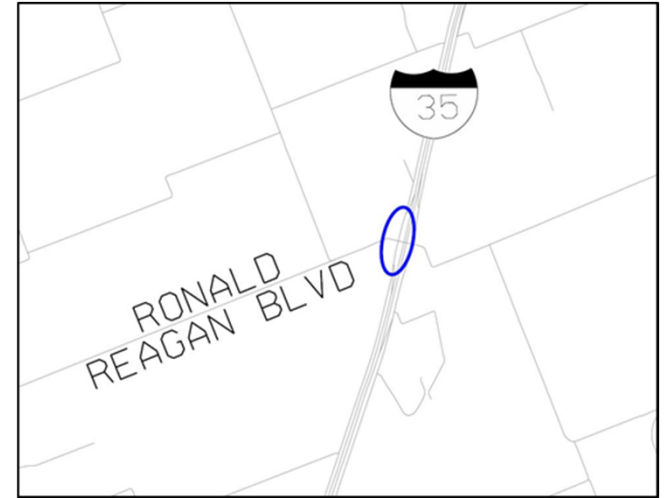


# Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

---

27

Anticipated Completion  
Summer 2021



Partnership with TxDOT

Original Contract Amount = \$15,048,229.93

Construction is managed by TxDOT



# Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

28





# Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

29

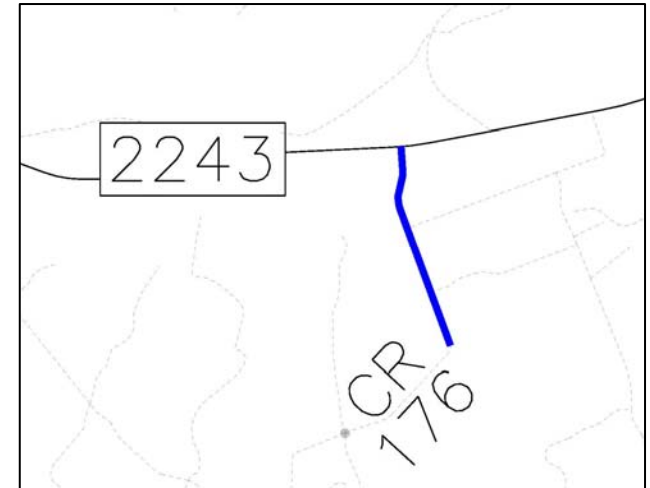


## CR 176 at RM 2243 (RM 2243 to Parkside Parkway)

---

30

Anticipated Completion  
Spring 2020



Original Contract Amount = \$2,447,560.00

Total Change Orders = \$208,869.67

Adjusted Contract Price = \$2,656,429.67

Expenditures to Date = \$1,727,934.69 (65%)



# CR 176 at RM 2243 (RM 2243 to Parkside Parkway)

31

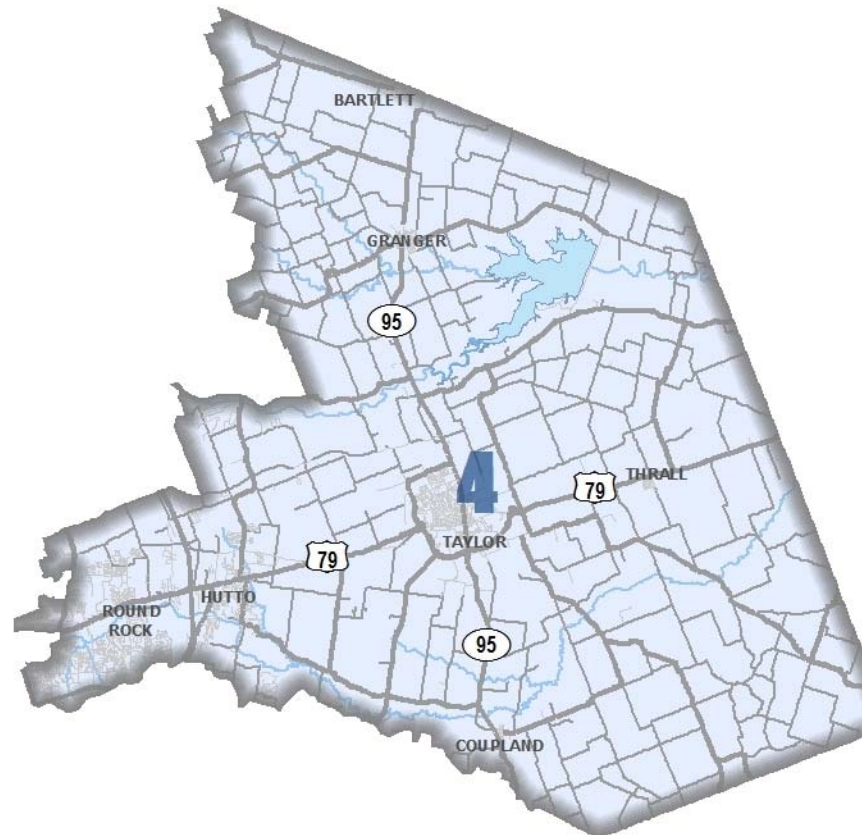




## CR 176 at RM 2243 (RM 2243 to Parkside Parkway)



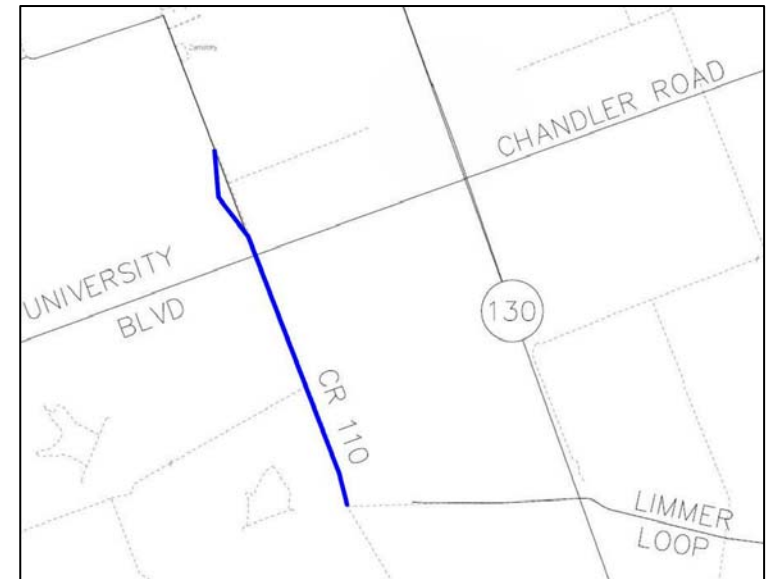
# Precinct 4



## CR 110 Middle (Limmer Loop to CR 107)

34

Anticipated Completion  
Fall 2020



Original Contract Amount = \$8,910,862.73

Total Change Orders = \$98,172.70

Adjusted Contract Price = \$9,009,035.70

Expenditures to Date = \$4,897,786.64 (54%)



## CR 110 Middle (Limmer Loop to CR 107)





## CR 110 Middle (Limmer Loop to CR 107)

36





## CR 110 Middle (Limmer Loop to CR 107)



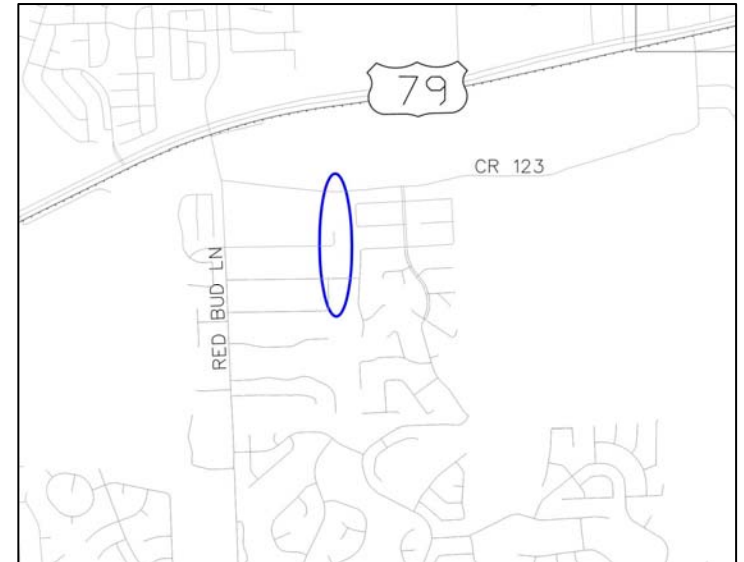


# Oak Bluff and Greenfield Drainage Improvements

---

38

Anticipated Completion  
Early 2021



Partnership with City of Round Rock

Original Contract Amount = \$1,770,012.25

Construction is managed by City of Round Rock

# Oak Bluff and Greenfield Drainage Improvements

39





# Oak Bluff and Greenfield Drainage Improvements

40





# Oak Bluff and Greenfield Drainage Improvements

41



**Commissioners Court - Regular Session****53.****Meeting Date:** 04/21/2020

2013 Road Bond Transfer

**Submitted By:** Emmeline Hawkins, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$125,000 from 2013 Road Non-Departmental (P290) to Greenfield/Oak Bluff Drainage(P506).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

2013 Road Bond

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

04/08/2020 09:32 AM

Form Started By: Emmeline Hawkins

Started On: 04/07/2020 08:04 AM

Final Approval Date: 04/08/2020



Ms. Emmeline Hawkins  
Williamson County Auditor's Office  
County Courthouse  
710 Main Street, Ste. 301  
Georgetown, TX 78626



April 2, 2020

Re: 2013 Road Bond Budget Adjustment

Dear Ms. Hawkins,

The County continues to work with the City of Round Rock on the Oak Bluff and Greenfield Drainage Improvements project. Additional funds are needed to cover costs anticipated through completion of the project. Please make the following budget adjustment:

- Move \$125,000.00 from P-290 2013 Road Bond Unallocated to P-506 Greenfield/Oak Bluff Drainage

If you have any questions, please let me know.

Thank you.

Best regards,

A handwritten signature in red ink, appearing to read "M. J. Weaver", is written over a faint, light gray rectangular stamp. The signature is fluid and cursive.

Michael J. Weaver

**Commissioners Court - Regular Session****54.****Meeting Date:** 04/21/2020

SH29 at DB Wood Rd Unintech Contract Amendment 6

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Contract Amendment No. 6 to the SH 29 at D.B. Wood Road Improvements contract between Williamson County and Unintech Consulting Engineers, Inc relating to the 2013 Road Bond Program. Project: P237. Funding Source: 2013 Road Bonds.

**Background**

This item amends the SH 29 at D.B. Wood Road contract compensation cap by \$50,000.00 increasing it from \$1,650,000.00 to \$1,700,000.00. The additional funds will allow for the execution of Supplemental #5 to Work Authorization #2 which allows for necessary design changes and caution notes.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

SH29@DBWood-Unintech-ContractAmendment6

SH29@DBWood-Unintech-WA2Supp5

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 04/15/2020

**Reviewed By**

Andrea Schiele

**Date**

04/15/2020 08:38 AM

Started On: 04/14/2020 07:02 PM

**CONTRACT AMENDMENT NO. 6**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
SH 29 at D.B. Wood Road Improvements ("Project")**

THIS CONTRACT AMENDMENT NO. 6 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Unintech Consulting Engineers, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective October 16, 2014 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$1,650,000; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is increased from \$1,650,000.00 to a maximum amount payable under the contract to \$1,700,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By: KW Chan  
Signature

Kum Wing (KW) Chan, P.E.  
Printed Name

Vice President  
Title

3-26-2020  
Date

**COUNTY:**

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

Bill Gravell Jr.  
Printed Name

Williamson County Judge  
Title

\_\_\_\_\_  
Date

 04/03/2020



**SUPPLEMENTAL WORK AUTHORIZATION NO. 5  
TO  
WORK AUTHORIZATION NO. 2**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
SH 29 at DB Wood Road Intersection Improvements**

This Supplemental Work Authorization No. 5 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 16, 2014 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Unintech Consulting Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective September 1, 2016 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Services to be provided by the Engineer that was set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B".
- II. The Work Authorization shall terminate on August 31, 2020. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization.
- III. The maximum amount payable for services under the Work Authorization is hereby increased from \$1,129,612.37 to \$1,171,097.37. The revised Fee Schedule is attached hereto as Attachment "D".

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By: KW Chan  
Signature

Kum Wing (KW) Chan, P.E.  
Printed Name

Vice President  
Title

3-26-2020  
Date

**COUNTY:**

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

Bill Gravell Jr.  
Printed Name

Williamson County Judge  
Title

\_\_\_\_\_  
Date

 04/03/2020

**LIST OF ATTACHMENTS**

Attachment B - Services to be Provided by Engineer

Attachment D - Fee Schedule

## **Attachment B**

### **WILLIAMSON COUNTY**

#### **SH 29 at D.B. Wood Road Improvements**

#### **SUPPLEMENTAL AGREEMENT NO. 5 TO WORK AUTHORIZATION NO. 2** **SERVICES TO BE PROVIDED BY THE ENGINEER**

The SH 29 at D.B. Wood Road Improvement project ("Project") involves improvements to approximately 5,000 linear feet of SH 29 and 2,000 linear feet of D.B. Wood Road north of SH 29 and 1,000 linear feet south of SH 29. This intersection is in a high growth corridor for both Williamson County and the City of Georgetown. SH 29 is a major east-west corridor in central Williamson County, while DB Wood provides access along the west side of Georgetown in a north-south corridor. This area is within the study area for the future SW Bypass that will continue the SE Inner Loop from IH-35 around the southwest side of Georgetown connecting to DB Wood north of SH 29. Since the corridor has not been finalized, improvements to this intersection are critical to the efficient and safe movement of vehicles in the area.

Work Authorization No. 2, approved on September 1, 2016, was developed to implement a 4-lane raised median section with two turn lanes along SH 29, with concrete curb & gutter and open ditches behind the curb, utilizing swales for WPAP requirements. It will also include between a 5-lane and 6-lane section along DB Wood, with concrete curb & gutter, retaining walls, storm drain and open ditches behind the curb, utilizing both for WPAP.

The construction plan set (plan set) for this project shall contain the required drawings and details pertaining to grading, paving, signing, pavement marking, delineation, retaining walls, traffic signal modification, sequence of construction, traffic control, drainage and utility coordination. The plan set shall be prepared in English units and shall be suitable for the bidding and award of a contract through the County construction contracting system.

The tasks and products contained in this supplemental agreement are more fully described in the following TASK OUTLINE.

#### **TASK OUTLINE**

#### **ADDITIONAL DESIGN & COORDINATION (BY UNINTECH)**

There were several design changes listed below after Work Authorization No. 2 and Supplemental Work Authorization No. 4 executed that required a greater effort and different challenges that needed to be evaluated and designed in accordance with TxDOT, Williamson County and the City of Georgetown standards, including:

- I. PS&E Update due to the drainage inlet (CI – J05 Sta. 133+50.00) location change to avoid the utility conflict at the addition of the right turn lane into FPC church parking lot on SH 29.
- II. Traffic Control Plan Update:
  1. Update Traffic Control Sheets and Narrative to include additional TCP Phase II A & B to incorporate the additional utilities relocation construction information into our PS&E package.
  2. Update Construction Schedule to incorporate the additional TCP Phase II A & B.
- III. Utility Conflict Coordination:
  1. Coordinate between HNTB, CobbFendley and CP&Y (our drainage sub) on the vertical conflict between storm sewer system A & J and existing waterline, and adjust the storm sewer profiles (System A & J) to avoid the conflict and maintain the existing waterline in place.
  2. Incorporate utility information & construction note into Roadway P&P sheets.
  3. Modifies proposed sidewalk configuration to avoid the impact to the existing fire hydrant at the north-west end of SH 29.
- IV. Incorporate Pape-Dawson Engineers' plan as part of "Bluebonnet Plaza" project at the east end of SH 29 to our PS&E and WPAP Report and upload their estimate to TxDOT system.

- V. Additional tasks related to TxDOT's review:
  - 1. Add Asset Maintenance Sheets per TxDOT Request.
  - 2. Address TxDOT's additional review comments (Roadway, Typical Sections, WPAP, Drainage, Signal Design, etc.)
  - 3. Input engineering estimate to TxDOTCONNECT.
- VI. Additional Project Coordination and Management related to tasks I through V above and Intake Meeting with TCEQ.

## **ROADWAY PS&E PREPARATION (CP&Y)**

### **I. ROADWAY DESIGN CONTROLS**

#### **A. GRADING AND CROSS SECTIONS**

- 1. Model revisions for sidewalk, driveway profiles and retaining wall updates
- 2. Update earthwork quantities

### **II. DRAINAGE**

#### **A. DRAINAGE DESIGN**

- 2. Storm Sewer Design, 10-yr design frequency
  - a. Re-delineation of drainage areas due TxDOT comments and efforts to avoid utilities
  - b. Additional area computation effort
  - c. Additional storm sewer computation effort for changes to project.
  - d. Additional effort on Drainage plan and profile sheets for changes to project.
  - e. Update quantities and summary sheet

### **V. PROJECT MANAGEMENT AND ADMINISTRATION**

- A. Additional internal project coordination/meetings

ATTACHMENT D										
SH 29 AT DB WOOD ROAD										
Supplemental Work Authorization No. 5 to Work Authorization No. 2										
Williamson County										
Fee Schedule/Budget for Unintech Consulting Engineers, Inc.										
Task Description	Project Manager	Senior Engineer	Project Engineer	Design Engineer	E.I.T.	Drainage Engineer	Senior CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$195.00	\$160.00	\$135.00	\$110.00	\$95.00	\$130.00	\$95.00	\$45.00		
I PS&E Update due to the drainage inlet (CI – J05 Sta. 133+50.00) change to avoid the utility conflict at the addition of the right turn lane into FBC church parking lot on SH										
1 Roadway Plan & Profile Sheet	2	3	-	-	-	-	4	-	9	\$ 1,250.00
2 SWPPP Sheet	2	3	2	-	-	-	4	-	11	\$ 1,520.00
TOTAL - I									20	\$ 2,770.00
II Traffic Control Plan Update										
1 Update TCP Plan & Narrative to include TCP Phase II A & B and Utiltiy relocation table	2	4	-	-	-	-	4	-	10	\$ 1,410.00
2 Update Construction Schedule to incorporate the additional TCP Phase II A & B.	2	4	2	-	-	-	4	-	12	\$ 1,680.00
TOTAL - II									22	\$ 3,090.00
III Utility Conflict Coordination										
1 Utility conflicts (Storm Sewer System A & J and existing WL) coordination	-	1	-	1	-	-	1	-	3	\$ 365.00
2 Incorporate utility information & construction note into Roadway P&P sheets.	-	2	2	-	-	-	2	-	6	\$ 780.00
3 Modifies proposed sidewalk configuration to avoid the impact to the existing fire hydrant &	1	1	1	-	-	-	2	-	5	\$ 680.00
TOTAL - III									14	\$ 1,825.00
IV Incorporate Pape-Dawson Engineers' Plan to our PS&E and upload their estimate to TxDOT system.										
1 Update Index Sheet to include Pape-Dawson's plan sheets	-	1	-	1	-	-	2	-	4	\$ 460.00
2 Update Summary Sheets (Roadway, SWPPP, Driveway)	-	2	2	-	-	-	4	-	8	\$ 970.00
3 Revise Roadway Plan and Profile sheets to match Pape-Dawson's design	2	2	1	-	-	-	4	-	9	\$ 1,225.00
4 Revise SWPPP sheets to match Pape-Dawson's design	2	1	2	-	-	-	4	-	9	\$ 1,200.00
5 Update WPAP Report to include Pape-Dawson's design	1	2	2	4	-	-	2	-	11	\$ 1,415.00
6 Input Pape-Dawson's engineer's estimate to TxDOTCONNECT	-	1	4	4	-	-	-	-	9	\$ 1,140.00
7 Update Spec List to include Pape-Dawson's design	-	1	-	1	-	-	-	-	2	\$ 270.00
TOTAL - IV									52	\$ 6,680.00
V Additional tasks related to TxDOT's review										
1 Add Two Asset Mainatenance Sheets to our plan set per TxDOT Request	1	2	2	-	-	-	2	-	7	\$ 975.00
2 Address TxDOT's additional review comments (Roadway, Typical Sections, WPAP, Drainage, Signal Design, etc.)	4	12	12	-	-	-	20	-	48	\$ 6,220.00
3 Input engineering's estimate to TxDOTCONNECT	2	2	8	-	-	-	4	-	16	\$ 2,170.00
TOTAL - V									71	\$ 9,365.00
VI Additional Project Coordination and Management related to tasks I & II above										
1 Coordinate with HNTB on the above tasks	2	-	-	-	-	-	-	-	2	\$ 390.00
2 Coordinate with TxDOT on the above tasks	4	20	-	-	-	-	-	-	24	\$ 3,980.00
3 QA/QC on task I through V	4	10	-	-	-	-	-	-	14	\$ 2,380.00
4 Intake Meeting with TCEQ for WPAP submittal and Address TCEQ's comments	4	4	-	-	-	-	2	-	10	\$ 1,610.00
TOTAL - VI									50	\$ 8,360.00
ADDITIONAL DESIGN & COORDINATION (UNINTECH Fee Proposal)									229	\$ 32,090.00
ADDITIONAL DESIGN & PROJECT MANAGEMENT (CP&Y, Inc.) - See separate fee schedule										\$ 9,395.00
SUBTOTAL SUPPLEMENTAL #5 FEE TASKS										\$ 41,485.00

## SH 29 AT DB WOOD ROAD

## Williamson County

## Fee Schedule/Budget for CP&amp;Y, Inc

Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Chief Hydrologist	Total Labor Hours	Total Direct Labor Costs
	\$225.00	\$155.00	\$115.00	\$96.00	\$185.00		
<b><u>PS&amp;E Services</u></b>							
<b>A Roadway Design Controls</b>							
1 Grading & Design Cross Sections at 50-ft intervals	1	6				7	\$ 1,155.00
						7	\$ 1,155.00
<b>B Drainage (A-1 through A-8)</b>							
2 Storm sewer design, 10-yr frequency				8	-	8	\$ -
a Interior Drainage Areas				8	-	8	\$ 768.00
b Run-off Calculations				8	-	8	\$ 768.00
c Analyze Storm Sewer Systems		2		24	-	26	\$ 2,614.00
d Drainage Plan & Profile 1"=100' H and 1"=10' V	2	2		30	-	34	\$ 3,640.00
						76	\$ 7,790.00
<b>V Project Management</b>							
7 Misc. project coordination	2					2	\$ 450.00
						2	\$ 450.00
PS&E Services- SUBTOTAL							
HOURS SUB-TOTALS	5	10	0	70	0	85	\$ 9,395.00
SUBTOTAL	\$ 1,125.00	\$ 1,550.00	\$ -	\$ 6,720.00	\$ -		\$ 9,395.00
DIRECT EXPENSES							\$ -
TOTAL							\$ 9,395.00

Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots (22x34 As-Builts)	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10		\$ -
11" X 17" B/W Paper Copies	sheet	\$ 0.15		\$ -
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00		\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80		\$ -
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00		\$ -
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.580		\$ -
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
				\$ -
Miscellaneous Project Related Expenses	NA	at cost		
SUBTOTAL DIRECT EXPENSES				\$ -



**Commissioners Court - Regular Session****55.****Meeting Date:** 04/21/2020

RM 2243 BGE Contract Amendment No. 1

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the RM 2243 (183A to SW Bypass) contract between Williamson County and Brown & Gay Engineers, Inc. (BGE) relating to the 2013 Road Bond Program. Project: P326. Funding Source: Road Bonds.

**Background**

This item amends the RM 2243 contract Exhibit D - Rate Schedule to ADD rate categories identified through Work Authorization #1 as well as remove items from the rate schedule that conflict with Exhibit E - Vendor Reimbursement Policy.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

RM2243-BGE-ContractAmendment1

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 04/15/2020

**Reviewed By**

Andrea Schiele

**Date**

04/15/2020 08:39 AM

Started On: 04/14/2020 07:28 PM

**CONTRACT AMENDMENT NO. 1**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT: RM 2243 ("Project")**

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BGE, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective January 14, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$6,700,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By: Wesley Jasek, P.E.  
Signature

Wesley Jasek, PE  
Printed Name

Vice President  
Title

04/10/2020  
Date

**COUNTY:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
04/13/2020

## **EXHIBIT D**

### **RATE SCHEDULE**

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

## EXHIBIT D - RATE SCHEDULE

**RM 2243**

[illegible]

<b>DIRECT EXPENSES (All Consultants)</b>	
Standard Postage (Current Postal Rate)	Current Rate
Overnight Mail -letter size	At Cost
Overnight Mail – oversized box	At Cost
Courier Services	At Cost
Certified Letter Return Receipt	At Cost
Photocopies B/W (8.5x11)	\$0.15
Photocopies B/W (11x17)	\$0.25
Photocopies Color (8.5x11)	\$0.75
Photocopies Color (11x17)	\$1.25
Foam Board Exhibit (36x48)	\$100.00
Color Graphics on Foam Board	\$18.00
Presentation Boards – up to 48”x60” color mounted	\$200.00
Outside Printing – Reports (includes labor and supplies)	\$50.00
Report Binding and Tabbing (includes labor and supplies)	\$15.00
Reproduction of CD/DVD	\$5.00
CD’s/DVD’s	\$1.00
Cardstock Color (8.5”x11”)	\$0.50
Notebooks	\$10.00
4:x5: Digital Color Print	\$0.50
Bond Paper Plot (Blueline/Blackline)	\$.25
Card Stock Color (8.5x11)	\$1.10
Blueline Prints (23x36)	\$0
Plots (B/W on Bond)	\$1.00
Plots (Color on Bond)	\$2.50
Plots (Color on Photographic Paper)	\$9.00
Laminations	\$5.00
Lodging/ Hotel (Taxes/fees not included)	Per Vendor Reimbursement Policy
Lodging/Hotel (Taxes and fees)	Per Vendor Reimbursement Policy
Meals (excluding alcohol & tips)	Per Vendor Reimbursement Policy
Mileage	Current Rate
Rental Car (includes taxes and fees; insurance cost will not be reimbursed)	Per Vendor Reimbursement Policy



Toll Charges	Per Vendor Reimbursement Policy
Air Travel	Per Vendor Reimbursement Policy
Oversize, special handling or extra baggage airline fees	At Cost
Parking	Per Vendor Reimbursement Policy
Rental Car Fuel	Per Vendor Reimbursement Policy
Taxi/Cab Fare	Per Vendor Reimbursement Policy
Materials and Shipping	\$35.00
Historical Aerial Images (Photographs, Negatives, Maps)	\$125.00
Aerial Photographs (1" = 5' scale)	\$125.00
Tx Parks and Wildlife Data Request Fees	At Cost
FEMA FIS Backup Data Request	\$400.00
FEMA Maps	\$25.00
Hazardous Materials Database Search	\$750.00
Curator (Drawer & Tx Archaeological Research Lab for artifacts & reports	\$2,250.00
Maps and Map Records	\$100.00
Environmental Database Search	\$900.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc)	\$40.00
TARL Curation Fee	\$500.00
Property Record Fees (Courthouse and Courthouse Direct Record Fees)	\$50.00
Noise Meter Rental	\$100.00
Railroad – Flagger (service provided by RR)	\$125.00
Railroad – Insurance in addition to STD minimum Required (Minimum coverage of \$1 Million required by RR	\$3,500.00
Railroad – Permit	\$2,500.00
Railroad – Safety Training (if required – Heavy Rail Safety Training Certificate, includes classroom training and employee certification card)	\$400.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Small Project (includes labor, equipment and fuel)	\$2,300.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Medium Project (includes labor, equipment and fuel)	\$2,850.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Large Project (includes labor, equipment and fuel)	\$3,500.00

Attenuator trucks (lane/shoulder closure) (includes labor, equipment and fuel)	\$550.00
Attenuator trucks (no lane closures) (includes labor, equipment and fuel)	\$400.00
Flashing Arrow Board	\$300.00
Portable Message Board	\$350.00
Law Enforcement/Uniform Officer with Vehicle	At Cost
Geosearch Data Report	\$1,000.00
GPS Daily Rental	\$50.00
GPS Receiver (rates applied to actual time GPS units are in use)	\$50.00
Hydrographics Sonar Equipment	\$1,000.00
Maps Records	\$6.00
Certified Deeds Copies	\$5.00
GPS RTK (rates applied to actual time GPS units are in use)	\$30.00
GPS Static (rates applied to actual time GPS units are in use)	\$30.00
Fathometer	\$100.00
Type II ROW Monument – Excavated/Drilled rocks, rocky soil. 2-4 inch depth (includes crew time, equipment, materials, rentals & labor). Brass Marker supplied by TxDOT	\$240.00
Type II ROW Monument – Poured 2-3 Feet (includes One Call, crew time equipment, materials, rental, labor) Brass Marker supplied by TxDOT	\$290.00
Noise Meter Rental	\$800 Per Each
Hazardous Materials Database Search	\$1,480 Per Each

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Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the

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## **EXHIBIT D - RATE SCHEDULE**

### **RM 2243**

<b>AmaTerra Environmental, Inc.</b>	
<b>CATEGORY</b>	<b>RATE</b>
Principal	\$251.00
Project Manager	\$145.00
Historical Architect/Historian IV	\$143.00
Historical Architect/Historian III	\$119.00
Historical Architect/Historian II	\$89.00
Historical Architect/Historian I	\$68.00
Archeologist VI/Sr. Principal Investigator (PI)	\$131.00
Archeologist V/Associate PI	\$96.00
Archeologist IV/Field Director	\$94.00
Archeologist III/Project Archeologist	\$85.00
Archeologist II/Crew Chief	\$74.00
Archeologist I/Field Technician	\$67.00
GIS Specialist	\$109.00
GIS Technician	\$76.00
Admin/Doc Production Supvr	\$86.00
Editor	\$77.00
Clerical	\$56.00

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## **EXHIBIT D - RATE SCHEDULE**

### **RM 2243**

<b>Binkley and Barfield, Inc.</b>	
<b>CATEGORY</b>	<b>RATE</b>
Principal	\$285.00
Sr Project Manager	\$260.00
Sr Engineer	\$201.00
Project Engineer	\$170.00
Design Engineer	\$145.00
EIT	\$130.00
Production Manager	\$213.00
Sr CADD /Designer	\$141.00
CADD/Designer	\$127.00
CADD Technician	\$104.00
Sr. Clerical / Administrator / Document Specialist / Recordkeeper	\$89.00
Clerical / Administrator	\$83.00
3D Modeling (Per day)	\$810.00

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## **EXHIBIT D - RATE SCHEDULE**

### **RM 2243**

<b>Corsair</b>	
<b>CATEGORY</b>	<b>RATE</b>
Principal	\$271.00
Senior Project Manager	\$271.00
Project Manager	\$240.87
Senior Engineer	\$180.66
Project Engineer	\$165.59
Design Engineer	\$143.01
Engineer In Training	\$105.37
Senior Engineer Tech	\$82.80
Engineer Tech	\$46.97
Admin/Clerial	\$72.28
<b>DIRECT EXPENSES</b>	
Mobilization and Demobilization (LS)	\$500
Support Vehicle (per day)	\$250
Soil Drilling and Sampling (Cohesive soils): Continuous in the upper 10 ft and at 5ft intervals thereafter. Spt samples in granular soils. (per foot)	\$28
Rock Coring (per foot)	\$42
TCP Tests (at 5ft intervals) (ea)	\$15
Backfill with soil cuttings/grouting with Bentonite chips (per foot)	\$8
Per Diem (each 2-person drilling crew)	Per Vendor Reimbursement Policy
Moisture Content (ASTM D2216) ea	\$10
Atterberg Limits (ASTM 4318) ea	\$80
Percent Passing No. 200 Sieve (ASTM D1140) ea	\$42
Sieve Analysis (ASTM D4222) ea	\$95
Unconfined Compressive - Soil (ASTM D2166) ea	\$70
Unconfined Compressive - Rock (ASTM 7012) ea	\$75
Consolidated - Undrained Compression Test with Pore Pressure, Muliti-sample, 3 per failure envelope (includes DUW & Stress-Strain Curves) ASTM4767 ea	\$1400
Consolidation, Incremental Loading (ASTM 2435) ea	\$500



Corrosion Suite (Sulfates, Chlorides, and PH) ea	\$175
Resilient Modulus (RM), Minimum of 4 tests ea	\$650
Standard Proctor (ASTM 698) ea	\$250
Utility Locates (per boring) ea	\$25
Traffic Control (per boring) ea	\$2300
Sample Storage (per month)	\$500

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## **EXHIBIT D - RATE SCHEDULE**

### **RM 2243**

<b>Inland Geodetics</b>	
<b>CATEGORY</b>	<b>RATE</b>
RPLS Project Manager	\$203.46
RPLS Task Leader	\$155.58
Senior Survey Tech	\$113.70
Survey Tech	\$104.72
Senior GIS Operator	\$113.70
GIS Operator	\$92.75
GIS Technician	\$83.78
Flagger	\$56.85
Abstractor	\$68.82
Survey Field Crew (1-Person)	\$105.00
Survey Field Crew (2-Person)	\$160.00
Survey Field Crew (3-Person)	\$180.00
Survey Field Crew (4-Person)	\$205.00
ROW Documents (Per Parcel)	\$5,800.00

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## **EXHIBIT D - RATE SCHEDULE**

### **RM 2243**

<b>JMT</b>	
<b>CATEGORY</b>	<b>RATE</b>
Senior Advisor	\$235.00
Senior Project Manager	\$225.00
Senior Professional 2	\$210.00
Senior Professional 1	\$185.00
Professional 2	\$160.00
Senior Engineering Technician	\$155.00
Professional 1	\$125.00
Engineering Technician	\$120.00
Admin/Clerical	\$68.00

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## **EXHIBIT D - RATE SCHEDULE**

### **RM 2243**

<b>RPS</b>	
<b>CATEGORY</b>	<b>RATE</b>
Principal	\$300
Project Director	\$280
Senior Project Manager	\$230
Project Manager	\$180
Senior Project Engineer	\$170
Senior Designer	\$150
Project Engineer	\$140
Associate Engineer	\$110
Designer/CAD Tech	\$100
Environmental Department Manager	\$284
Senior Environmental Planner	\$267
Environmental Scientist	\$153
Environmental Planner I	\$105
Environmental Planner II	\$117
Environmental Planner III	\$216
Senior Biologist	\$252
Biologist	\$180
Project Accountant	\$100
Project Administrator	\$90
Administrative Assistant	\$80

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## **EXHIBIT D - RATE SCHEDULE**

**RM 2243**

**SAM, LLC**

### **SURVEYING SERVICES:**

Principal	\$215.00 per hour
RPLS Project Manager	\$175.00 per hour
RPLS Task Leader	\$158.00 per hour
Senior Survey Technician	\$98.00 per hour
Survey Technician	\$89.00 per hour
2-Person Survey Crew	\$140.00 per hour
3-Person Survey Crew	\$165.00 per hour
Administration / Clerical Support	\$68.00 per hour

### **SURVEY EQUIPMENT:**

GPS Receiver	\$25.00 per hour
ATV or Utility Vehicle	\$75.00 per day

### **GEOSPATIAL SERVICES:**

Principal	\$215.00 per hour
Senior Project Manager	\$205.00 per hour
Project / Acquisition Manager	\$165.00 per hour
Pilot	\$130.00 per hour
Two (2) Person UAS Crew – Unmanned Pilot & Observer	\$195.00 per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	\$325.00 per hour
Photogrammetrist / Project Lead	\$115.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician	\$98.00 per hour
LiDAR / Photogrammetry Technician	\$95.00 per hour

### **GEOSPATIAL EQUIPMENT:**

Aerial LiDAR System 1560l (Equipment Only)	\$1300.00 per hour
Aerial LiDAR System HARRIER 68l (Equipment Only)	\$700.00 per hour
Mobile Mapping System	\$750.00 per hour
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	\$200.00 per hour
HDS Laser Scanner	\$100.00 per hour
High Rail Equipped Vehicle	\$10.00 per hour
Weather Station	\$10.00 per hour
Oblique HD Camera System – Manned Aircraft	\$30.00 per hour
Video Camera System – Manned Aircraft	\$5.00 per hour
360° Camera System – Terrestrial or Marine Stand Alone	\$100.00 per hour
Helicopter (Turbine Engine Powered)	\$1,450 per hour
Helicopter (Reciprocal Engine Powered)	\$850.00 per hour
Fixed Wing Twin Engine	\$960.00 per hour
Fixed Wing Single Engine	\$600.00 per hour
M600 Unmanned Aerial System– Video / Still Photos	\$150.00 per hour
M600 UAS Standby – Video / Still Photos	\$75.00 per hour





VAPOR Unmanned Aerial System – IR / Corona / LiDAR  
 VAPOR UAS Standby – IR / Corona / LiDAR\$  
 GPS Receiver (Equipment Only)  
 Geospatial Work Station

\$500.00 per hour  
 200.00 per hour  
 \$25.00 per hour  
 \$15.00 per hour

#### SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES:

Principal	\$225.00 per hour
Sr. Project Manager	\$190.00 per hour
Project Manager	\$175.00 per hour
Sr. Engineer (PE)	\$161.00 per hour
Engineer	\$130.00 per hour
Graduate Engineer	\$110.00 per hour
Senior Utility Coordinator	\$159.00 per hour
Utility Coordinator	\$136.00 per hour
Jr. Utility Coordinator	\$110.00 per hour
Sr. Engineer Tech	\$120.00 per hour
Engineer Tech	\$99.00 per hour
Field Coordinator (Not Including Office Support)	\$110.00 per hour

#### VACUUM EXCAVATION SERVICES

DESCRIPTION	UNIT	RATE
<b>VAC CREW RATE</b> (includes 1 Unit with 2-Man Crew)	PER HOUR	\$258.00
<b>OVERTIME RATE</b> (Weekends & work exceeding 8 hours per day)	PER HOUR	\$277.00
<b>MOBILIZATION</b>	PER HOUR	\$157.00
<b>BACKFILL MATERIAL</b> (Delivered to site if hydro vac)	CU YARD	Per Vendor Reimbursement Policy
<b>BACKFILL LABOR</b> (includes pneumatic tamping in 6-in lifts)	PER HOUR / PER MAN	\$89.00
<b>CHASE TRUCK</b> (required for safety and/or materials)	PER HOUR	\$21.00
<b>TRAFFIC CONTROL</b> (standard cones and warning signs)	PER DAY	\$104.00
<b>*PER DIEM</b> (required if work requires overnight accommodations)	PER NIGHT / PER MAN	Per Vendor Reimbursement Policy

\*Per Diem rates may change depending on location and availability of accommodations. This is a general number to be used for estimate purposes.



See Also "SPECIAL NOTES FOR HYDRO EXCAVATION SERVICES"

**SUE OTHER DIRECT COSTS:**

Ground Penetrating Radar (Adder to Designating Crew Rate)	\$415.00 / Day
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	\$37.00 / Day
Flashing Arrow Board, warning signs w/stands and traffic cones	\$40.00 / Day
Geophysical Locating Equipment	\$21.00 / Day
GPS Receiver	\$26.00 / Day
ATV or Utility Vehicle	\$78.00 / Day
Environmental Supplies (Paint, Flags, Lath, Stakes)	\$26.00 / Day
Coring Rig	\$366.00 / Day
Agency As-built Information (Reproduction) Fees	\$10.00 / Copy
Additional Vehicle (Required for safety or materials)	\$209.00 / Day
Mobilization/Demobilization Fee (Less than 200 miles)	\$600.00 each
Mobilization/Demobilization Fee (Greater than 200 less than 400 miles)	\$1130.00 each
Mobilization/Demobilization Fee (Greater than 400 miles)	\$3.13 per mile
Ground Target (Includes paint, panel material, etc)	\$25.00 each
Primary Control Monument materials/supplies	\$90.00 each
Metered Water for Hydro-Vac Services	Per Vendor Reimbursement
Policy	
Imported or Select Backfill Material	Per Vendor Reimbursement
Policy	
Flowable Fill Backfill Material	Per Vendor Reimbursement
Policy	
Hydro Vac Spoils Containment & Processing	Per Vendor Reimbursement
Policy	
Specialized Traffic Control	Per Vendor Reimbursement
Policy	
Excavation/Designating Permit Fees	Per Vendor Reimbursement
Policy	
Other SUE related Activities	Per Vendor Reimbursement
Policy	

Local Mobilization / Demobilization Fee Applies at the rate of once per project assignment. Minor / Standard Traffic Control is included (consists of warning signs and cones). Lane Closures requiring Flashing Arrow Board(s) is additional. Complex or Specialized Traffic Control is additional.

It is the clients responsibility to provide a dump site or a vacuum box/containment vessel for removal of Hydro Vac spoils if no dump site is provided by Client.

Paved areas may require coring to perform vacuum excavation services. In such cases SAM will provide a Core Rig and Operator. Core rig rate includes materials & equipment to replace and set core (keyhole) following vacuum excavation completion.



#### **SPECIAL NOTES FOR HYDRO EXCAVATION SERVICES:**

Hydro Vac Services will require metered water recharge fees and authorized spoils disposal locations. All excavated material remains the exclusive property of the client or project owner upon whose land, easement or ROW wherein the excavations are performed. The project owner understands and acknowledges that Hydro Excavation indicates and includes the use of water to aid in the vacuum excavation process and that the resulting excavated materials may be oversaturated with water as a result of the hydro vac process.

If the project requires backfilling with material other than the material excavated via the hydro vac process, such as flowable fill or select backfill, the project owner will be required to provide a spoils box, vacuum box, or stockpiling location within or reasonably close to the project site for the purpose of holding the hydro vac excavated materials. SAM can provide a vacuum box/containment vessel from a third party environmental services company for removal of Hydro Vac spoils if no dump site is provided by Client. SAM will request a fee proposal from environmental services company and the cost of vac box and spoils disposal will be passed through to client Per Vendor Reimbursement Policy based on the fee proposal provided by the environmental services company.

The project owner is required to disclose any known or suspected information regarding the project site and its underlying soil conditions such as; chemical, petrochemical, hydrocarbon, asbestos, naturally occurring radioactive materials (NORM) or any other known or suspected contamination within the project site.

When performing hydro excavation in known, suspected or encountered contamination areas, SAM staff shall don additional Personal Protective Equipment (PPE). All costs associated with the use of additional PPE dictated by the site conditions and deemed reasonable and prudent, including wash-down, decontamination or disposal of said PPE, shall be charged to the client/project owner as a direct pass through cost. Examples of additional PPE may include but not be limited to; dust masks, respirators, face shields, protective coveralls, protective gloves and rubber boots.

#### **Pothole or Test Hole Option:**

Potholes are strictly the excavation and exposure of the subject facility with a measurement of depth and notation of facility size, type and composition painted on the ground and/or provided in a non-certified report. This report will be provided by Vac Crew onsite upon completion of potholes and typically is handwritten.

Test holes provide the same level of information as pot holes, and are surveyed for a precision x,y & z coordinate and are provided in a test hole report, signed and sealed by an Engineer. Test Holes require survey and Engineer review. Vac Crew, Survey and Engineer fees will be in accordance with the above rates.

#### **UNDERSTANDING OF SUE SERVICES:**

1. Normal traffic control, for Quality Service Levels A and B, is considered standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign. Traffic control requiring lane closures, traffic detouring, flagpersons, police, etc, is considered special



traffic control. If special traffic control is to be provided by SAM, LLC, this service will be subcontracted to an approved subcontractor and billed to the Client Per Vendor Reimbursement Policy.

2. The subsurface utility engineering service assumes that all project survey control required for performing this service is pre-existing. Establishing project survey control will be provided at a cost pre-approved by the Client.
3. It is assumed that no contaminated materials are encountered. If contaminated materials or soils is encountered the client will be notified immediately and any remediation will be the clients responsibility and at the clients cost.
4. Right of Entry will be provided by the client and all locations must be able to be accessible to the vac truck prior to work beginning. If access issues are encountered, SAM, LLC will notify the client immediately to determine alternatives for accessing the required location and resolved in 24-hours. If unable to resolve access issues in 24-hours, Vac Crew may be demobilized and require a remobilization fee to return to the site once access is established.

**Travel:**

Cost of mileage on company-owned vehicles, excluding vacuum excavation vehicle, is computed at the current I.R.S. mileage allowance.

**Purchased Services:**

All purchased services are invoiced Per Vendor Reimbursement Policy. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

**Terms:**

The Client shall promptly review invoice statements and notify SAM, Inc. of any objection thereto; absent such objection in writing within fifteen (15) days from the date of invoice, the invoice shall be deemed proper and acceptable. Invoices are submitted monthly for all services rendered and are payable upon receipt. Late payments will incur a late charge of one and one-half percent (1 1/2%) per month from the original date of invoice. SAM, Inc. reserves the right to stop work should invoices not be paid within the stated terms.

**Taxes:**

Boundary surveying services and fees are subject to State and Local sales tax. 8.25% sales tax, when applicable, will be collected.

**CPI Adjustment**

The Schedule of Rates adopted in this Contract will remain in force for the twelve (12) month period starting with the effective date of the Contract. Unless otherwise renegotiated, at the end of the first twelve (12) months of the contract, and at the end of each 12 month period thereafter (the "contract anniversary"), the hourly manpower rates and equipment rates charged by Surveying And Mapping, Inc. shall be adjusted by the change in the Consumer Price Index (CPI) for the immediately preceding twelve month period.

As used herein, Consumer Price Index shall mean and refer to that table in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, now known as the "Consumer Price Index" for all Urban Consumers (Index 1982-1984 = 100). If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor Consumer Price Index, the parties hereto shall mutually designate a substitute Index or formula. In no event shall the next year service fees be less than the prior year.

## **EXHIBIT D - RATE SCHEDULE**

### **RM 2243**

<b>SWCA</b>	
<b>CATEGORY</b>	<b>RATE</b>
Subject Matter Expert – Tom Allemand (PM)	\$210.00
Specialist XI	\$187.00
Specialist X	\$171.00
Specialist IX	\$153.00
Specialist VI	\$119.00
Specialist V	\$109.00
Specialist IV	\$99.00
Specialist III	\$89.00
Specialist II	\$78.00
Specialist I	\$67.00
Administrative V	\$89.00

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.



## **EXHIBIT D - RATE SCHEDULE**

### **RM 2243**

<b>WSB &amp; Associates, Inc.</b>	
<b>CATEGORY</b>	<b>RATE</b>
Principal	\$210.00
Sr. Project Manager	\$200.00
Sr Project Engineer	\$195.00
Sr. Traffic Engineer	\$180.00
Project Engineer I	\$145.00
Project Engineer II	\$153.00
Project Engineer III	\$161.00
Project Engineer IV	\$170.00
Graduate Engineer I	\$105.00
Graduate Engineer II	\$115.00
Graduate Engineer III	\$125.00
Engineering Specialist I	\$125.00
Engineering Specialist II	\$135.00
Engineering Specialist III	\$145.00
Engineering Specialist IV	\$155.00
Project Analyst I	\$104.00
Project Analyst II	\$112.00
Office Technician I	\$57.00
Office Technician II	\$62.00

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

**Commissioners Court - Regular Session****56.****Meeting Date:** 04/21/2020

2013 Road Bond Transfer

**Submitted By:** Emmeline Hawkins, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$750,000 from Corridor C (P459) to Southwest Bypass Segment 2 (P243).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

2013 Road Bond

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 09:21 AM

Form Started By: Emmeline Hawkins

Started On: 04/16/2020 07:39 AM

Final Approval Date: 04/16/2020

Ms. Emmeline Hawkins  
Williamson County Auditor's Office  
Historic County Courthouse  
710 Main Street, Ste. 301  
Georgetown, TX 78626



April 15, 2020

Re: 2013 Road Bond Budget Adjustment

Dear Ms. Hawkins,

As the County is completing the Southwest Bypass Segment 2 [P243] project there are several Change Orders necessary to finish the construction and intersection with RM 2243. Please make the following budget adjustment:

- Move \$750,000.00 from P-459 Corridor C to P-243 Southwest Bypass Segment 2

If you have any questions, please let me know.

Thank you

A handwritten signature in red ink, appearing to read "M.J. Weaver", is written over the printed name.

Michael J. Weaver

Cc: Pam Navarrette, Williamson County Auditor's Office  
Robert B. Daigh, P.E., WilCo Senior Director of Infrastructure  
Christen Eschberger, P.E., HNTB  
Marie Walters, HNTB

**Commissioners Court - Regular Session****57.****Meeting Date:** 04/21/2020

Sam Bass Real Estate Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with David Allen Huff and Carolyn Bussie Huff for Right of Way needed on The Sam Bass Road project. (Parcel 27)  
Funding Source: Road Bonds P249

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Huff Contract

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 10:03 AM

Form Started By: Charlie Crossfield

Started On: 04/16/2020 09:51 AM

Final Approval Date: 04/16/2020

## **REAL ESTATE CONTRACT**

Corridor H/Sam Bass Road Right of Way—Parcel 27

THIS REAL ESTATE CONTRACT ("Contract") is made by DAVID ALLEN HUFF and wife, CAROLYN BUSSIE HUFF (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.925 acre (approximately 40,277 Sq. Ft.) tract of land in the J.H. Dillard Survey, Abstract No. 179, Williamson County, Texas; said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 27**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price**

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of THREE HUNDRED THREE THOUSAND SIX HUNDRED EIGHTY-EIGHT and 00/100 Dollars (\$303,688.00).

#### **Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash at the Closing.



**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 31, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

*[signature page follows]*

**SELLER:**

David Allen Huff  
David Huff (Apr 9, 2020)  
David Allen Huff

Apr 9, 2020  
Date: \_\_\_\_\_

Address: 4409 Sam Bass Road  
Round Rock, TX 78681

Carolyn Bussie Huff  
Carolyn Bussie Huff (Apr 9, 2020)  
Carolyn Bussie Huff

Apr 9, 2020  
Date: \_\_\_\_\_

Address: 4409 Sam Bass Road  
Round Rock, TX 78681

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr  
County Judge

Date: \_\_\_\_\_

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626



EXHIBIT "A"

County: Williamson  
Parcel No.: 27  
Highway: C.R. 175 (Sam Bass Road)  
Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 1 of 5  
April 7, 2020

PROPERTY DESCRIPTION FOR PARCEL 27

DESCRIPTION OF A 0.925 ACRE (40,277 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 29.27 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO DAVID ALLEN HUFF AND WIFE, CAROLYN BUSSIE HUFF, RECORDED MAY 24, 1977 IN VOLUME 670, PAGE 555, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.925 ACRE (40,277 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with a plastic cap found 340.58 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 319+16.19 on the east line of said 29.27 acre tract, for the south corner of Lot 114B, Resubdivision of Lot 114 Great Oaks Subdivision, a subdivision of record in Cabinet R, Slide 323, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described in a deed to David A. Franklin and Janis E. Franklin, recorded in Document No. 2007064920, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.);

**THENCE** N 20°23'32" W, with the common line of said Lot 114B and said 29.27 acre tract, passing at a distance of 415.07 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 25.45 feet right of Sam Bass Road E.C.S. 316+46.06 on the proposed south right-of-way line of Sam Bass Road, and continuing for a total distance of 416.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,661.25, E=3,111,467.83) set 24.00 feet right of Sam Bass Road E.C.S. 316+44.82, for the southeast corner and **POINT OF BEGINNING** of the parcel described herein;

**THENCE** departing the common line of said Lot 114B and said 29.27 acre tract, with the proposed south right-of-way line of said Sam Bass Road, over and across said 29.27 acre tract, the following six (5) courses and distances numbered 1-5:

- 1) N 69°47'20" W, a distance of 69.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 24.00 feet right of Sam Bass Road E.C.S. 315+75.11, said point being the beginning of a curve to the right,
- 2) With said curve to the right, an arc distance of 165.10 feet, through a central angle 04°40'25", having a radius of 2,024.00 feet, and a chord that bears N 67°27'07" W, a distance of 165.05 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 24.00 feet right of Sam Bass Road E.C.S. 314+11.97,
- 3) N 60°02'49" W, a distance of 70.38 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 313+42.51,
- 4) N 63°07'32" W, a distance of 395.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 309+46.54, said point being the beginning of a curve to the left, and

EXHIBIT "A"

County: Williamson  
Parcel No.: 27  
Highway: C.R. 175 (Sam Bass Road)  
Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 2 of 5  
April 7, 2020

- 5) With said curve to the left, an arc distance of 156.00 feet, through a central angle  $04^{\circ}30'43''$ , having a radius of 1,981.00 feet, and a chord that bears  $N 65^{\circ}22'53'' W$ , a distance of 155.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 307+89.04 on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, per plat recorded in Document No. 2017048609, P.R.W.C.TX., for the southwest corner of the parcel described herein;

**THENCE** departing the proposed south right-of-way line of said Sam Bass Road, with the existing south right-of-way line of said Sam Bass Road, the following three (3) courses and distances numbered 7-9:

- 6)  $N 20^{\circ}15'00'' W$ , passing at an distance of 18.40 feet a 1/2-inch iron rod found, and continuing for a total distance of 33.12 feet to a 1/2-inch iron rod found, for the northwest corner of said 29.27 acre tract and the parcel described herein,
- 7)  $S 82^{\circ}25'30'' E$ , a distance of 98.64 feet to a calculated point, and
- 8)  $S 63^{\circ}07'32'' E$ , a distance of 752.19 feet to a 1/2-inch iron rod found, for the northwest corner of said Lot 114B, same being the northeast corner of said 29.27 acre tract and the parcel described herein, from which a magnail found, for the northeast corner of said Lot 114B bears  $S 63^{\circ}05'34'' E$ , a distance of 104.68 feet to a calculated point, and  $S 67^{\circ}03'37'' E$ , a distance of 212.16 feet;

**THIS SPACE INTENTIONALLY LEFT BLANK**

## EXHIBIT "A"

County: Williamson  
Parcel No.: 27  
Highway: C.R. 175 (Sam Bass Road)  
Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 3 of 5  
April 7, 2020

10) **THENCE** S 20°23'32" E, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said Lot 114B and said 29.27 acre tract, a distance of 47.51 feet to the **POINT OF BEGINNING**, and containing 0.925 acre (40,277 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS   §                   KNOW ALL MEN BY THESE PRESENTS:

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

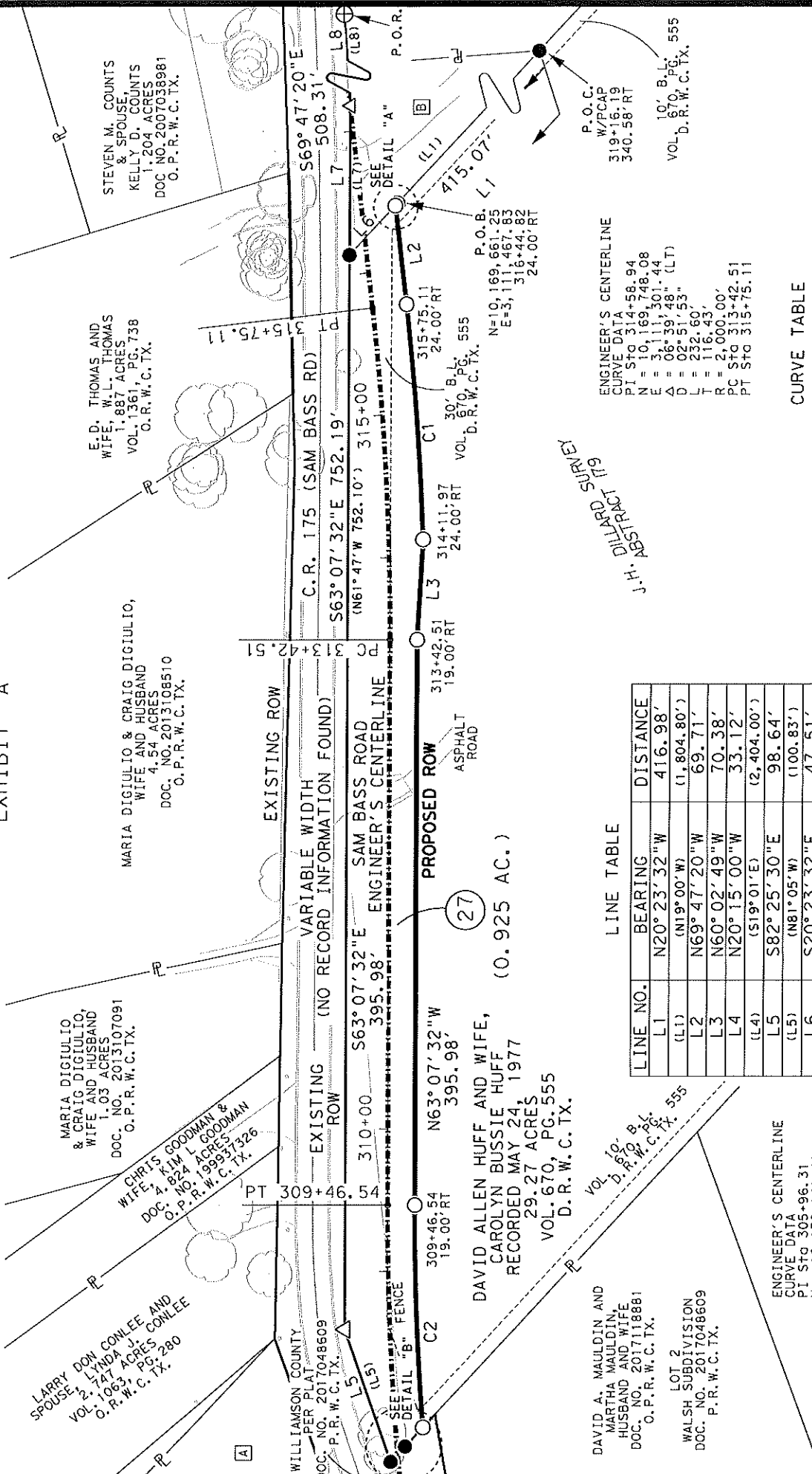
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC  
4801 Southwest Pkwy  
Building Two, Suite 100  
Austin, Texas 78735  
TX. Firm No. 10064300



Scott C. Brashear Date  
Registered Professional Land Surveyor  
No. 6660 – State of Texas

# EXHIBIT "A"



## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N20°23'32\"W	416.98'
(L1)	(N19°00'W)	(1,804.80')
L2	N69°47'20\"W	69.71'
L3	N60°02'49\"W	70.38'
L4	N20°15'00\"W	33.12'
(L4)	(S19°01'E)	(2,404.00')
L5	S82°25'30\"E	98.64'
(L5)	(N81°05'W)	(100.83')
L6	S20°23'32\"E	47.51'
L7	S63°05'34\"E	104.68'
(L7)	(S61°44'39\"E)	(104.67')
L8	S67°03'37\"E	212.16'
(L8)	(S85°42'43\"E)	(212.18')

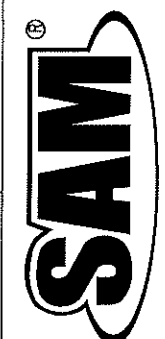
ENGINEER'S CENTERLINE  
 CURVE DATA  
 PI Sta 305+96.31  
 N = 10,170,141.41  
 E = 3,110,525.29  
 Δ = 20°16'55\" (RT)  
 D = 02°51'53\"  
 L = 707.95'  
 T = 357.72'  
 R = 2,000.00'  
 PC Sta 302+38.59  
 PT Sta 309+46.54

DAVID A. MAULDIN AND  
 MARTHA MAULDIN,  
 HUSBAND AND WIFE  
 DOC. NO. 2017048609  
 O.P.R.W.C. TX.

LOT 2  
 WALSH SUBDIVISION  
 DOC. NO. 2017048609  
 O.P.R.W.C. TX.



WILLIAMSON COUNTY, TEXAS



4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 Fax: (512) 326-3029  
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 DAVID ALLEN HUFF AND WIFE,  
 CAROLYN BUSSIE HUFF  
 PARCEL 27  
 0.925 AC. (40,277 SQ. FT.)

## CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04°40'25\"RT	2,024.00'	165.10'	165.05'	N67°27'07\"W
C2	04°30'43\"LT	1,981.00'	156.00'	155.96'	N65°22'53\"W

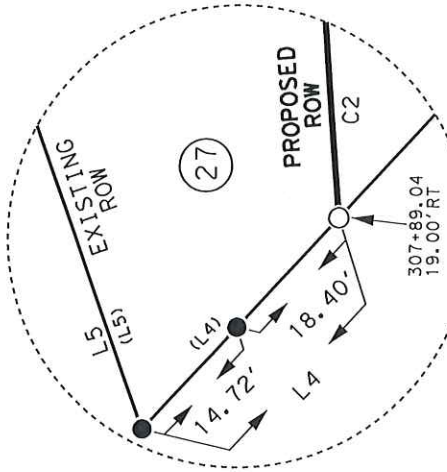
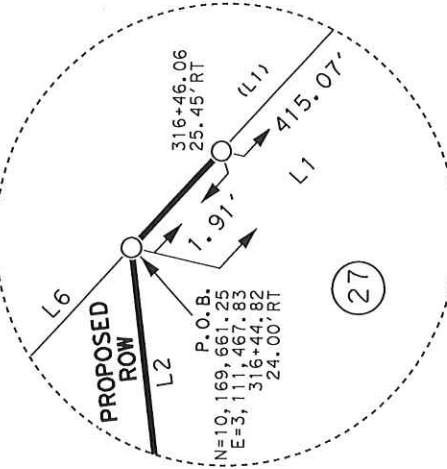
ENGINEER'S CENTERLINE  
 CURVE DATA  
 PI Sta 314+58.94  
 N = 10,169,748.08  
 E = 3,111,301.44  
 Δ = 06°39'48\" (LT)  
 D = 02°51'53\"  
 L = 232.60'  
 T = 116.43'  
 R = 2,000.00'  
 PC Sta 313+42.51  
 PT Sta 315+75.11

J.H. ABSTRACTION SURVEY  
 DILLARD, L.T.G.

# EXHIBIT "A"

## LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- ⊕ MAGNAIL FOUND
- △ CALCULATED POINT
- ⊞ PROPERTY LINE
- ⊞ RECORD INFORMATION
- ( ) POINT OF BEGINNING
- P.O.B. POINT OF COMMENCING
- P.O.C. POINT OF REFERENCE
- P.O.R. NOT TO SCALE
- N.T.S. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. DEED LINE (COMMON OWNERSHIP)
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)



[A] JOEL T. ROGERS  
CALLED 2.00 AC.  
TRACT 1  
O.P.R.W.C.TX.

[B] DAVID A. FRANKLIN  
& JANIS E. FRANKLIN  
DOC. NO. 2007064920  
O.P.R.W.C.TX.  
LOT 114B  
RESUBDIVISION OF LOT 114  
GREAT OAKS SUBDIVISION  
CABINET R, SLIDE 323  
P.R.W.C.TX.

### NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAV88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2006440, EFFECTIVE DATE FEBRUARY 27, 2020, AND ISSUED DATE MARCH 9, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

\* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Scott C. Brashear*

4/7/20

SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

DATE



DAVID ALLEN HUFF AND WIFE,  
CAROLYN BUSSIE HUFF  
RECORDED MAY 24, 1977  
VOL. 670, PG. 555  
D.R.W.C.TX.

PARENT TRACT  
NOT TO SCALE

FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\27\PLAT\00\p-27.dgn  
PAGE 5 OF 5  
REF. FIELD NOTE NO. 46554

EXISTING	29.27 AC.	ACQUIRE	0.925 AC.	REMAINING	28.345 AC.	RIGHT
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4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300



RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
DAVID ALLEN HUFF AND WIFE,  
CAROLYN BUSSIE HUFF  
PARCEL 27  
0.925 AC. (40,277 SQ. FT.)

**Commissioners Court - Regular Session****58.****Meeting Date:** 04/21/2020

Corridor C Resolution for Condemnation

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 41.194 acres; 29.534 acres and 1.223 acres required for the construction of Corridor C, and take appropriate action. (J.A. Davidson Holdings, L.P., a Texas limited partnership, Pamela G. Martin, Dennis L. Davidson and James A. Davidson, Jr.) Parcel 11, parts 1,2 and 3.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

**Attachments**

Davidson Resolution for Condemnation

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/16/2020

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 10:06 AM

Started On: 04/16/2020 09:59 AM



**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 41.194 acres (Parcel 11 Part 1), 29.534 acres (Parcel 11 Part 2) and 1.223 acres (Parcel 11 Part 3) described by metes and bounds in Exhibit "A, Exhibit " B" and Exhibit "C" owned by **J.A. DAVIDSON HOLDINGS, L.P., a Texas limited partnership, PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON, JR., as their interests may appear** for the purpose of constructing, reconstructing, maintaining, and operating Corridor C roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Bill Gravell, Jr.  
Williamson County Judge

**EXHIBIT A**  
**PROPERTY DESCRIPTION FOR PARCEL 11, PART 1**

DESCRIPTION OF A 41.194 ACRE (1,794,404 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 83.23 ACRE TRACT 4, A PORTION OF THAT CALLED 89.1 ACRE TRACT 5 (DESCRIBED IN VOLUME 401, PAGE 221 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS) AND A PORTION OF THE REMAINDER OF THAT CALLED 92.0 ACRE TRACT 6 OF LAND (DESCRIBED IN VOLUME 401, PAGE 225 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), CITED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO CITED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 41.194 ACRE (1,794,404 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" ID pipe found, being in the easterly boundary line of said Tract 4, same being the northwesterly corner of said Tract 5, also being the southwesterly corner of said remainder of Tract 6;

**THENCE**, departing said remainder of Tract 6, with the common boundary line of said Tract 4 and said Tract 5, S 34°08'29" E at a distance of 944.28 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10202470.14, E=3157629.29 TxSPC Zone 4203) set 213.00 feet left of proposed Corridor C baseline station 192+40.15 in the proposed northwesterly Right-of-Way (ROW) line of Corridor C (ROW width varies), for the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, departing said Tract 4, through the interior of said Tract 5 and said remainder of Tract 6, with said proposed northwesterly ROW line, the following eight (8) courses:

- 1) **N 46°39'53" E** for a distance of **287.37** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 195+27.52, for an ell corner;
- 2) **S 43°20'07" E** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 195+27.52, for an ell corner;
- 3) **N 46°39'53" E** for a distance of **486.89** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 200+14.41, for the beginning of a curve to the left;
- 4) Along said curve to the left, having a delta angle of **01°24'32"**, a radius of **4540.00** feet, an arc length of **111.64** feet and a chord which bears **N 45°57'37" E** for a distance of **111.63** feet to an iron rod with aluminum cap stamped "ROW 4933" set 204.23 feet left of proposed Corridor C baseline station 201+27.63, for a point of non-tangency;
- 5) **N 44°44'39" W** for a distance of **30.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 234.22 feet left of proposed Corridor C baseline station 201+27.10, for the beginning of a non-tangent curve to the left;
- 6) Along said curve to the left, having a delta angle of **24°14'38"**, a radius of **4510.00** feet, an arc length of **1908.35** feet and a chord which bears **N 33°08'02" E** for a distance of **1894.14** feet to an iron rod with aluminum cap stamped "ROW 4933" set 287.08 feet left of proposed Corridor C baseline station 221+38.20, for a point of compound curvature;
- 7) Along said curve to the left, having a delta angle of **07°33'34"**, a radius of **1906.00** feet, an arc length of **251.47** feet and a chord which bears **N 15°14'14" E** for a distance of **251.29** feet to an iron rod with aluminum cap stamped "ROW 4933" set 315.18 feet left of proposed Corridor C baseline station 224+03.95, for a point of non-tangency;
- 8) **N 70°31'29" W** for a distance of **166.51** feet to an iron rod with aluminum cap stamped "ROW 4933" set 481.68 feet left of proposed Corridor C baseline station 224+01.83, for a point in the fenced existing ostensible southerly ROW line of County Road (C.R.) 106;



THENCE, with the fenced ostensible southerly and westerly existing ROW line of said C.R. 106, same being the north and easterly boundary lines of said Tracts 6 and 5 the following five (5) courses:

- 9) **N 76°06'06" E** for a distance of **301.04** feet to an angle point;
- 10) **N 75°59'17" E** for a distance of **184.07** feet to the northeasterly corner of the herein described tract;
- 11) **S 60°30'01" E** for a distance of **70.73** feet to an angle point;
- 12) **S 21°27'37" E** for a distance of **675.71** feet to the calculated approximate northeasterly corner of said Tract 5, same being the southeasterly corner of said remainder of Tract 6, for an angle point;
- 13) **S 21°51'32" E** for a distance of **545.06** feet to an iron rod with aluminum cap stamped "ROW 4933" set 18.70 feet left of proposed C.R. 106 baseline station 99+99.85 and 839.67 feet right of proposed Corridor C baseline station 218+44.45, for the southeasterly corner of the herein described tract, and from which a corner cedar fence post found, held as the southeasterly corner of said Tract 5, same being the northeasterly corner of that called 134.52 acre tract of land cited in Special Warranty Deed to Kathryn J. Carlton as Trustee of the Kathryn J. Carlton Revocable Living Trust recorded in Document No. 2016089829 and described in Document No. 2016027127 both of the Official Public Records of Williamson County, Texas bears, with said fenced ostensible westerly ROW line of said C.R. 106, **S 21°51'32" E** at a distance of 782.42 feet;

THENCE, departing said existing ostensible westerly ROW line, through the interior of said Tract 5 and said remainder of Tract 6, with said proposed southeasterly ROW line, the following eight (8) courses:

- 14) **S 68°37'18" W** for a distance of **61.56** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 100+00.00 and 798.60 feet right of proposed Corridor C baseline station 218+05.05, for an ell corner;
- 15) **N 21°22'42" W** for a distance of **568.91** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 105+68.91 and 386.61 feet right of proposed Corridor C baseline station 221+56.12, for an angle point;
- 16) **S 89°08'28" W** for a distance of **140.48** feet to an iron rod with aluminum cap stamped "ROW 4933" set 258.41 feet right of proposed Corridor C baseline station 221+02.15, for the beginning of a non-tangent curve to the right;
- 17) Along said curve to the right, having a delta angle of **26°41'14"**, a radius of **3350.00** feet, an arc length of **1560.36** feet and a chord which bears **S 33°00'14" W** for a distance of **1546.29** feet to an iron rod with aluminum cap stamped "ROW 4933" set 232.82 feet right of proposed Corridor C baseline station 206+23.07, for a point of non-tangency;
- 18) **S 43°39'09" E** for a distance of **10.05** feet to an iron rod with aluminum cap stamped "ROW 4933" set 242.82 feet right of proposed Corridor C baseline station 206+22.10, for an ell corner;
- 19) **S 46°39'53" W** for a distance of **900.39** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet right of proposed Corridor C baseline station 197+46.56, for an ell corner;
- 20) **N 43°20'07" W** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline station 197+46.56, for an ell corner;
- 21) **S 46°39'53" W** for a distance of **396.43** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline station 193+50.13, for a point in the southerly boundary line of said Tract 5, same being in the northerly boundary line of said 134.52 acre tract, for the southwesterly corner of the herein described tract;

THENCE, departing said proposed southeasterly ROW line, with the common boundary line of said Tract 5 and said 134.52 acre tract, the following two (2) courses:

- 22) **S 76°44'17" W** for a distance of **187.33** feet to the calculated southwesterly corner of said Tract 5, same being an angle point in the northerly boundary line of said 134.52 acre tract;
- 23) **N 34°08'29" W** for a distance of **10.61** feet to a calculated point, being the southeasterly corner of said Tract 4, same being an angle point in the northerly boundary line of said 134.52 acre tract;
- 24) **THENCE**, departing said Tract 5, with the common boundary line of said Tract 4 and said 134.52 acre tract, **S 78°01'31" W** for a distance of **527.69** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 187+74.32 in said proposed northwesterly ROW line, for the northwesterly corner of the herein described tract, and from which, a 1/2" iron rod found 264.85 feet left of proposed Corridor C baseline station 187+22.53, being an angle point in said proposed northwesterly ROW line, same being the southwesterly corner of said Tract 4, also being the northwesterly corner of said 134.52 acre tract and also being an angle point in the easterly boundary line of that called 172.51 acre tract of land described in Warranty Deed to Richard Charles Schmickrath and Wife, Carol Jean Schmickrath recorded in Volume 959, Page 961 of the Deed Records of Williamson County, Texas, bears **S 78°01'31" W** at a distance of 77.35 feet;
- THENCE**, departing said 134.52 acre boundary line, through the interior of said Tract 4, with said proposed northwesterly ROW line, the following two (2) courses:
- 25) Along said non-tangent curve to the right, having a delta angle of **10°03'05"**, a radius of **2413.00** feet, an arc length of **423.31** feet and a chord which bears **N 41°38'21" E** for a distance of **422.77** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 191+60.26, for a point of tangency;
- 26) **N 46°39'53" E** for a distance of **79.89** feet to the **POINT OF BEGINNING**, containing 41.194 acre, (1,794,404 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS        §  
   §        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON    §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
\_\_\_\_\_  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

*3 DEC 2019*  
\_\_\_\_\_  
Date





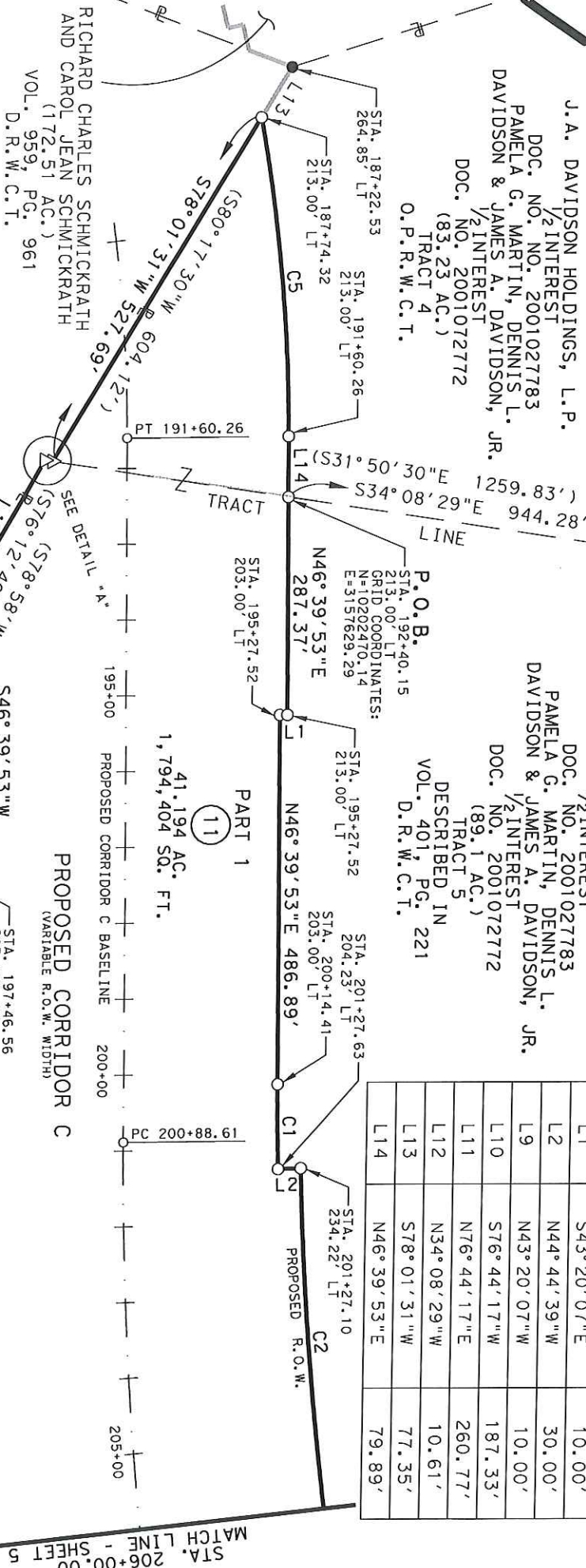
PLAT TO ACCOMPANY PARCEL DESCRIPTION



J.A. DAVIDSON HOLDINGS, L.P.  
1/2 INTEREST  
DOC. NO. 2001027783  
PAMELA G. MARTIN, DENNIS L.  
DAVIDSON & JAMES A. DAVIDSON, JR.  
1/2 INTEREST  
DOC. NO. 2001072772  
(83.23 AC.)  
O.P.R.W.C.T.

J.A. DAVIDSON HOLDINGS, L.P.  
1/2 INTEREST  
DOC. NO. 2001027783  
PAMELA G. MARTIN, DENNIS L.  
DAVIDSON & JAMES A. DAVIDSON, JR.  
1/2 INTEREST  
DOC. NO. 2001072772  
(89.1 AC.)  
DESCRIBED IN  
TRACT 5  
VOL. 401, PG. 221  
D.R.W.C.T.

NUMBER	DIRECTION	DISTANCE
L1	S43°20'07"E	10.00'
L2	N44°44'39"W	30.00'
L9	N43°20'07"W	10.00'
L10	S76°44'17"W	187.33'
L11	N76°44'17"E	260.77'
L12	N34°08'29"W	10.61'
L13	S78°01'31"W	77.35'
L14	N46°39'53"E	79.89'



KATHRYN J. CARLTON AS  
TRUSTEE OF THE KATHRYN J.  
CARLTON REVOCABLE LIVING TRUST  
(134.52 AC.)  
DOC. NO. 2016089829  
DESCRIBED IN DOC. NO. 2016027127  
O.P.R.W.C.T.

PROPOSED CORRIDOR C  
(VARIABLE R.O.W. WIDTH)

WOODRUFF SURVEY  
STUBBLEFIELD NO. 556  
ABSTRACT

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°24'32"	4540.00'	111.64'	111.63'	N45°57'37"E
C2	24°14'38"	4510.00'	1908.35'	1894.14'	N33°08'02"E
C5	10°03'05"	2413.00'	423.31'	422.77'	N41°38'21"E

J.A. DAVIDSON HOLDINGS, L.P.  
1/2 INTEREST  
DOC. NO. 2001027783  
PAMELA G. MARTIN, DENNIS L.  
DAVIDSON & JAMES A. DAVIDSON, JR.  
1/2 INTEREST  
DOC. NO. 2001072772  
(89.1 AC.)  
DESCRIBED IN VOL. 401, PG. 221  
D.R.W.C.T.

**INLAND**  
**GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251

SCALE 1" = 200'

WILLIAMSON COUNTY

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

PROJECT CORRIDOR C

PARCEL 11  
PART 1



**INLAND GEODETICS**  
 PROFESSIONAL LAND SURVEYORS  
 1504 CHISHOLM TRAIL RD., STE. 103  
 ROUND ROCK, TX. 78681  
 PH. (512) 238-1200, FAX (512) 238-1231

**PLAT TO ACCOMPANY PARCEL DESCRIPTION**

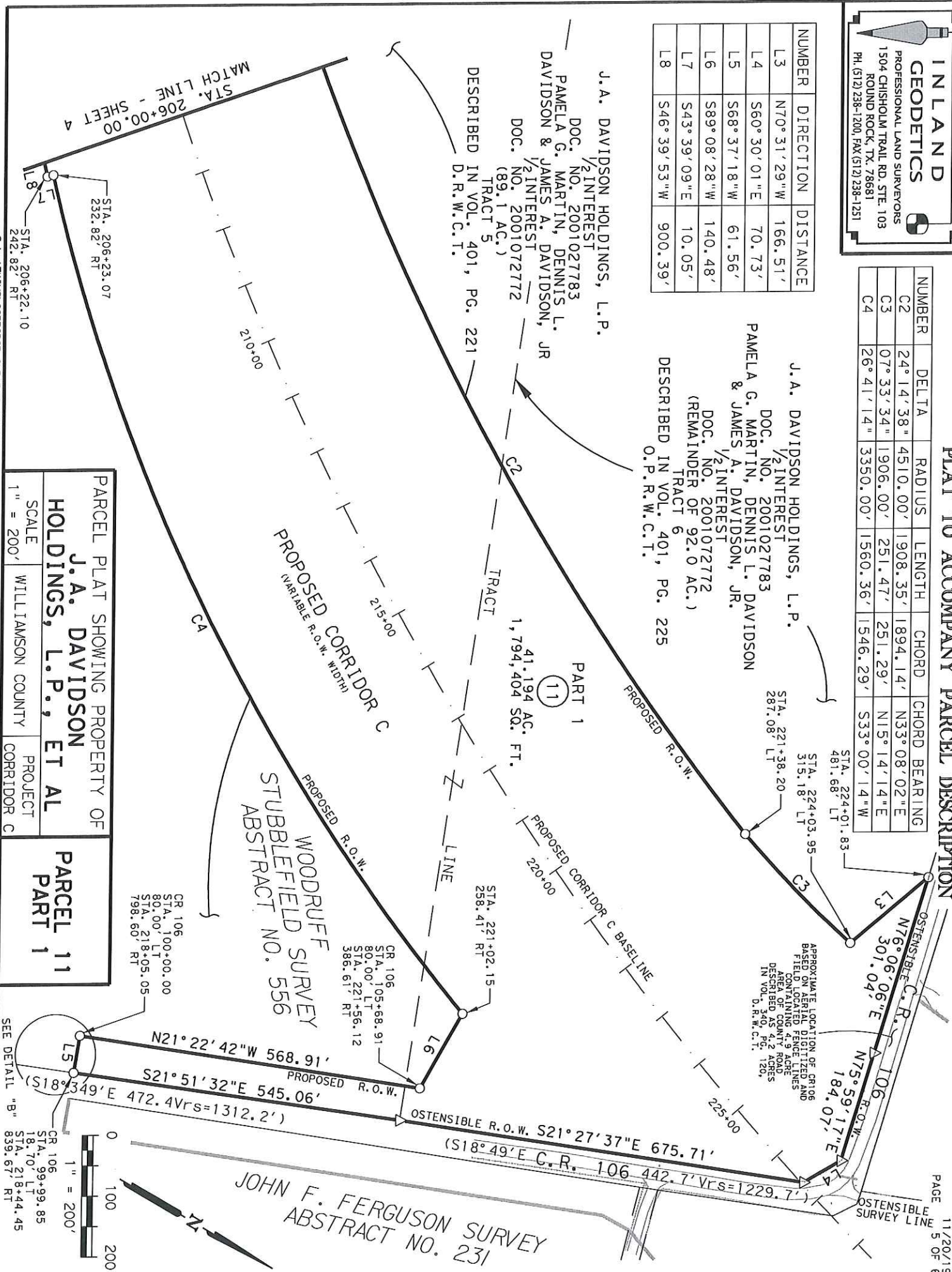
EXHIBIT " "

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	24° 14' 38"	4510.00'	1908.35'	1894.14'	N33° 08' 02" E
C3	07° 33' 34"	1906.00'	251.47'	251.29'	N15° 14' 14" E
C4	26° 41' 14"	3350.00'	1560.36'	1546.29'	S33° 00' 14" W

NUMBER	DIRECTION	DISTANCE
L3	N70° 31' 29" W	166.51'
L4	S60° 30' 01" E	70.73'
L5	S68° 37' 18" W	61.56'
L6	S89° 08' 28" W	140.48'
L7	S43° 39' 09" E	10.05'
L8	S46° 39' 53" W	900.39'

J.A. DAVIDSON HOLDINGS, L.P.  
 1/2 INTEREST  
 DOC. NO. 2001027783  
 PAMELA G. MARTIN, DENNIS L. DAVIDSON & JAMES A. DAVIDSON, JR.  
 1/2 INTEREST  
 DOC. NO. 2001072772  
 (REMAINDER OF 92.0 AC.)  
 TRACT 6  
 DESCRIBED IN VOL. 401, PG. 225  
 O.P.R.W.C.T.

J.A. DAVIDSON HOLDINGS, L.P.  
 1/2 INTEREST  
 DOC. NO. 2001027783  
 PAMELA G. MARTIN, DENNIS L. DAVIDSON & JAMES A. DAVIDSON, JR.  
 1/2 INTEREST  
 DOC. NO. 2001072772  
 (89.1 AC.)  
 TRACT 5  
 DESCRIBED IN VOL. 401, PG. 221  
 D.R.W.C.T.



PARCEL PLAT SHOWING PROPERTY OF  
**J.A. DAVIDSON HOLDINGS, L.P., ET AL**  
 SCALE 1" = 200'  
 WILLIAMSON COUNTY  
 PROJECT CORRIDOR C  
**PARCEL 11 PART 1**



# LEGEND

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

EXHIBIT " " "

11/20/19  
PAGE 6 OF 6

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- IRON ROD FOUND W/TXDOT ALUMINUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
- ⊗ FENCE POST FOUND
- △ CALCULATED POINT
- IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
- ⊙ IRON PIPE FOUND
- ⊙ AXLE FOUND

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1933226-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 27, 2019, ISSUE DATE SEPTEMBER 13, 2019.

10F. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 414, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 338, PAGE 383, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 362, PAGE 74, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I. FLOODWATER RETARDING STRUCTURE TO DONAHUE CREEK WATERSHED AUTHORITY RECORDED IN VOLUME 485, PAGE 144, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 493, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 494, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

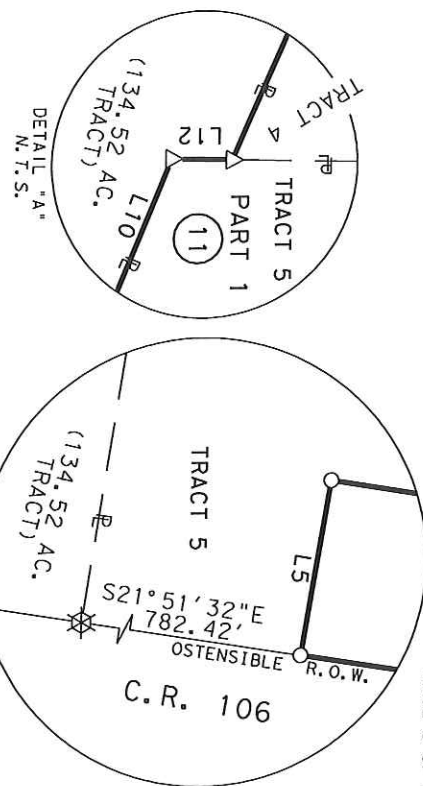
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale*  
M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
DATE: 3 Dec 2019

INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681



M. TERMS, CONDITIONS AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT AND RECIPROCAL EASEMENT AGREEMENT RECORDED DOC. NO. 9729468, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.



	ACRES	SQUARE FEET
ACQUISITION	41.194	1,794,404
CALC/DEED AREA	245.813	10,707,611
REMAINDER AREA	204.619	8,913,207

**INLAND GEODETICS, LLC**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251

SCALE 1" = 200'  
PARCEL PLAT SHOWING PROPERTY OF  
**J.A. DAVIDSON HOLDINGS, L.P., ET AL**  
WILLIAMSON COUNTY

PROJECT  
CORRIDOR C

**PARCEL 11  
PART 1**



**EXHIBIT B**  
**PROPERTY DESCRIPTION FOR PARCEL 11, PART 2**

DESCRIPTION OF A 29.534 ACRE (1,286,502 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 AND THE JOHN F. FERGUSEN SURVEY, ABSTRACT NO. 231 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 92.0 ACRE TRACT 6 (DESCRIBED IN VOLUME 401, PAGE 225 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), A PORTION OF THE REMAINDER OF THAT CALLED 134.09 ACRE TRACT 7 (DESCRIBED IN VOLUME 401, PAGE 217 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS) AND A PORTION OF THE REMAINDER OF THAT CALLED 134.4 ACRE TRACT 2 CITED AND/OR DESCRIBED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO CITED AND/OR DESCRIBED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 29.534 ACRE (1,286,502 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" iron rod found, being an angle point in the northerly boundary line of said remainder of the 134.09 acre Tract 7, same being in the southerly boundary line of that called 80.35 acre tract of land described in Special Warranty Deed to Davidson Brothers Partnership recorded in Document No. 2011088303 of the Official Public Records of Williamson County, Texas, said boundary line established by Boundary Line and Reciprocal Easement Agreement described in Document No. 199729468 of the Official Records of Williamson County, Texas;

**THENCE**, with the common boundary line of said remainder of Tract 7 and said 80.35 acre tract, N 54°49'39" E for a distance of 95.50 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10206705.87, E=3158779.55 TxSPC Zone 4203) set 170.05 feet left of proposed County Road (C.R.) 106 baseline station 131+30.27 in the proposed westerly Right-of-Way (ROW) line of said C.R. 106 (ROW width varies), being an angle point in the northerly boundary line of said remainder of Tract 7, same being the southeasterly corner of said 80.35 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE**, continuing with said common boundary line, same being said proposed westerly ROW line, N 09°25'00" W for a distance of 68.75 feet to a calculated point in the approximate centerline of Mankin's Branch, being an angle point in the northerly boundary of said remainder of Tract 7, same being an angle point in the easterly boundary line of said 80.35 acre tract, also being the southwesterly corner of the remainder of that called 144.83 acre (Tract I) described in Special Warranty Deed to Georgetown Independent School District recorded in Document No. 2003103794 of the Official Public Records of Williamson County, Texas;

**THENCE**, departing said 80.35 acre tract and said proposed westerly ROW line, with the common boundary line of said remainder of Tract 7 and said remainder of the 144.83 acre tract, being the approximate centerline of said Mankin's Branch the following five (5) courses:

- 2) N 27°06'42" E for a distance of 54.16 feet to an angle point;
- 3) N 16°07'22" E for a distance of 48.06 feet to an angle point;
- 4) N 03°14'25" W for a distance of 41.19 feet to an angle point;
- 5) N 20°07'23" E for a distance of 144.78 feet to an angle point;
- 6) N 29°03'44" E for a distance of 68.04 feet to a point in the proposed easterly ROW line of said C.R. 106 100.00 feet right of proposed C.R. 106 baseline station 134+40.65, for an angle point, and from which, the northeasterly corner of said remainder of Tract 7, same being the northwesterly corner of said remainder of Tract 2 bears, with said common boundary line, N 29°55'07" E at a distance of 70.7 feet;



- 7) **THENCE**, departing said remainder of the 144.83 acre boundary line, same being said approximate centerline of Mankin's Branch, through the interior of said remainder of Tract 7, with said proposed easterly ROW line, along a curve to the left, passing at an arc distance of 100.00 feet an iron rod with aluminum cap stamped "REF WITNESS ROW 4933" set 100.00 feet right of proposed C.R. 106 baseline station 133+38.61 and continuing for a total delta angle of **06°05'36"**, a radius of **4900.00** feet, an arc length of **521.10** feet and a chord which bears **S 27°01'23" E** for a distance of **520.86** feet to an iron rod with aluminum cap stamped "ROW 4933" set 100.00 feet right of proposed C.R. 106 baseline station 129+08.93 in the easterly boundary line of said remainder of Tract 7, same being the westerly boundary line of said remainder of Tract 2, also being in the ostensible survey line of said Woodruff Stubblefield and the J. F. Ferguson Survey, for a point of non-tangency;
- 8) **THENCE**, continuing in said proposed easterly ROW line, with the common boundary line of said remainder of Tract 7 and said remainder of Tract 2, same being said ostensible survey line, **S 20°58'46" E** for a distance of **126.74** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline station 127+83.79, for an angle point;

**THENCE**, departing said Tract 7, same being said ostensible survey line, through the interior of said remainder of Tract 2, with in part the proposed ROW line of said C.R. 106 and in part the proposed ROW line of Corridor C (ROW width varies), the following seven (7) courses:

- 9) **S 30°03'33" E** for a distance of **261.74** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline PT station 125+22.04, for the beginning of a curve to the right;
- 10) Along said curve to the right, having a delta angle of **05°56'05"**, a radius of **5080.00** feet, an arc length of **526.18** feet and a chord which bears **S 27°05'31" E** for a distance of **525.94** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline station 120+04.15 and 367.49 feet left of proposed Corridor C baseline station 233+94.01, for a point of non-tangency;
- 11) **N 85°45'20" E** for a distance of **141.06** feet to an iron rod with aluminum cap stamped "ROW 4933" set 230.20 feet left of proposed Corridor C baseline station 234+26.40, for an angle point;
- 12) **N 15°38'08" E** for a distance of **95.41** feet to an iron rod with aluminum cap stamped "ROW 4933" set 219.22 feet left of proposed Corridor C baseline station 235+21.18, for the beginning of a curve to the left;
- 13) Along said curve to the left, having a delta angle of **06°36'21"**, a radius of **3950.00** feet, an arc length of **455.41** feet and a chord which bears **N 12°19'57" E** for a distance of **455.16** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 239+75.58, for a point of tangency;
- 14) **N 09°01'47" E** for a distance of **453.52** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 244+29.10, being the beginning of a curve to the right;
- 15) Along said curve to the right, having a delta angle of **01°44'33"**, a radius of **2393.00** feet, an arc length of **72.77** feet and a chord which bears **N 09°54'03" E** for a distance of **72.77** feet to a calculated point 193.00 feet left of proposed Corridor C baseline station 244+96.00 in the approximate centerline of said Mankin's Branch, same being the northerly boundary line of said remainder of Tract 2, also being the southerly boundary line of that called 33.16 acre tract of land (Exhibit "C") described in Warranty Deed to the City of Georgetown recorded in Document No. 2004004043 of the Official Public Records of Williamson County, Texas, for an angle point, and from which the calculated westerly corner of said 33.16 acre tract, in the approximate centerline of said Mankin's Branch, same being the northerly boundary line of said remainder of Tract 2, bears, with a direct tie line, **N 65°05'11" W** at a distance of 483.94 feet;

**THENCE**, departing said proposed ROW line, with the common boundary line of said remainder of Tract 2 and said 33.16 acre tract, with the record (Doc. No. 2004004043) meander lines of said Mankin's Branch, the following three (3) courses:

- 16) **N 76°42'03" E** for a distance of **202.77** feet to a calculated angle point;
- 17) **N 85°37'01" E** for a distance of **169.96** feet to a calculated angle point;

- 18) **S 64°45'37" E** for a distance of **43.92** feet to a calculated point 195.34 feet right of proposed Corridor C baseline station 246+23.56, in the proposed easterly ROW line of said Corridor C, for the northeasterly corner of the herein described tract;

**THENCE**, departing said 33.16 acre tract, same being the approximate centerline of said Mankin's Branch, through the interior of said remainder of Tract 2, with the proposed easterly ROW line, the following six (6) courses:

- 19) Along a curve to the left, having a delta angle of **07°59'34"**, a radius of **2007.00** feet, an arc length of **279.98** feet and a chord which bears **S 09°58'35" W** for a distance of **279.75** feet to an iron rod with aluminum cap stamped "ROW 4933" set 198.55 feet right of proposed Corridor C baseline station 243+26.35, for a point of tangency;
- 20) **S 05°58'48" W** for a distance of **508.98** feet to an iron rod with aluminum cap stamped "ROW 4933" set 225.62 feet right of proposed Corridor C baseline station 238+18.09, for an ell corner;
- 21) **S 84°01'12" E** for a distance of **30.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 255.58 feet right of proposed Corridor C baseline station 238+19.68, for an ell corner;
- 22) **S 05°58'48" W** for a distance of **371.11** feet to an iron rod with aluminum cap stamped "ROW 4933" set 275.32 feet right of proposed Corridor C baseline station 234+49.10, for the beginning of a curve to the right;
- 23) Along said curve to the right, having a delta angle of **13°00'35"**, a radius of **3080.00** feet, an arc length of **699.35** feet and a chord which bears **S 12°29'05" W** for a distance of **697.84** feet to an iron rod with aluminum cap stamped "ROW 4933" set 269.91 feet right of proposed Corridor C baseline station 227+82.93, for a point of tangency;
- 24) **S 18°59'23" W** for a distance of **226.98** feet to an iron rod with aluminum cap stamped "ROW 4933" set 262.12 feet right of proposed Corridor C baseline station 225+67.53, being in the northerly boundary line of that called 0.783 acre (Tract 2) described in Warranty Deed With Vendor's Lien to Dennis L. Davidson recorded in Volume 1705, Page 816 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;
- 25) **THENCE**, departing said proposed easterly ROW line, with the common boundary of said remainder of Tract 2 and said 0.783 acre tract, **S 73°15'41" W** for a distance of **95.91** feet to a calculated point in the ostensible easterly ROW line of C.R. 106, being the northwesterly corner of said 0.783 acre tract, same being an ell corner in the westerly boundary line of said remainder of Tract 2, for an ell corner of the herein described tract, and from which, a 1 1/4" ID pipe found, being the southwesterly corner of said remainder of Tract 2 bears **S 21°19'31" E** at a distance of 1098.17 feet;

**THENCE**, departing said 0.783 acre tract, with the existing ostensible easterly and northerly ROW lines of C.R. 106, generally along an existing fence, same being the westerly boundary line of said remainder of Tract 2, the following three (3) courses:

- 26) **N 21°45'33" W** for a distance of **292.83** feet to a calculated angle point;
- 27) **N 56°33'34" W** for a distance of **43.41** feet to a calculated angle point;
- 28) **S 78°24'04" W** for a distance of **22.47** feet to a large cedar fence corner post in the westerly boundary line of said remainder of Tract 2, same being the easterly boundary line of said remainder of Tract 6, for an angle point herein;
- 29) **THENCE**, departing said remainder of Tract 2, with the existing ostensible northerly ROW line of said C.R. 106, **S 75°43'07" W** for a distance of **326.20** feet to an iron rod with aluminum cap stamped "ROW 4933" set 347.82 feet left of proposed C.R. 106 baseline station 113+57.82 and 341.12 feet left of proposed Corridor C baseline station 225+61.07 in the proposed westerly ROW line of said C.R. 106, for the southwesterly corner of the herein described tract;

**THENCE**, departing said ostensible northerly ROW line of C.R. 106, through the interior of said remainder of Tract 6 and said remainder of Tract 7, with the proposed westerly ROW line of said C.R. 106, the following five (5) courses:



- 30) Along a non-tangent curve to the left, having a delta angle of **34°15'23"**, a radius of **1906.00** feet, an arc length of **1139.58** feet and a chord which bears **N 10°09'11" W** for a distance of **1122.68** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 124+72.68, for a point of tangency;
- 31) **N 29°46'35" W** for a distance of **48.58** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline PT station 125+22.04, for an angle point;
- 32) **N 30°03'33" W** for a distance of **387.78** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline PC station 129+09.82, for the beginning of a curve to the right;
- 33) Along said curve to the right, having a delta angle of **02°31'34"**, a radius of **5080.00** feet, an arc length of **223.98** feet and a chord which bears **N 28°47'46" W** for a distance of **223.96** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 131+30.27, for a point of non-tangency;
- 34) **S 62°28'01" W** for a distance of **90.05** feet to the **POINT OF BEGINNING**, containing 29.534 acre, (1,286,502 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS        §  
   §        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON   §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made partially on the ground and partially from record information under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

*3 DEC 2019*

Date





GEORGETOWN INDEPENDENT  
SCHOOL DISTRICT  
DOC. NO. 2003103794  
(REMAINDER OF 144.83 AC.)  
TRACT I  
O. P. R. W. C. T.

CITY OF GEORGETOWN  
(33.16 AC.)  
EXHIBIT C  
DOC. NO. 2004004043  
O. P. R. W. C. T.

(DOC. NO. 2004004043)

— STA. 246+23.56  
195.34' RT

— STA. 243+26.35  
198.55' RT

JOHN F. FERGUSON  
SURVEY  
ABSTRACT NO. 231

PROPOSED CORRIDOR C

STA. 238+18.09  
225.62' RT

STA. 238+19.68  
255.58' RT

J. A. DAVIDSON  
HOLDINGS, L.P.  
(REMAINDER OF  
134.4 AC.)  
1/2 INTEREST  
OC. NO. 2001027783  
AMELA G. MARTIN,  
NNIS L. DAVIDSON &  
ES A. DAVIDSON, JR.  
1/2 INTEREST  
OC. NO. 2001072772  
TRACT 2  
O. P. R. W. C. T.

DENNIS L.  
DAVIDSON  
(0.783 AC.)  
TRACT 2  
VOL. 1705,  
PG. 816  
O. R. W. C. T.

WOODRUFF  
STUBBLEFIELD SURVEY  
ABSTRACT NO. 556

J. A. DAVIDSON HOLDINGS, L.P.  
1/2 INTEREST  
(REMAINDER OF 134.09 AC.)  
DOC. NO. 2001027783  
PAMELA G. MARTIN,  
DENNIS L. DAVIDSON  
& JAMES A. DAVIDSON, JR  
1/2 INTEREST  
DOC. NO. 2001072772  
O.P.R.W.C.T.  
TRACT 7  
DESCRIBED IN  
VOL. 401, PG. 217  
D.R.W.C.T.

J. A. DAVIDSON  
 HOLDINGS, L.P.  
 (REMAINDER OF 92.0 AC.)  
 1/2 INTEREST  
 DOC. NO. 2001027783  
 PAMELA G. MARTIN,  
 DENNIS L. DAVIDSON  
 & JAMES A. DAVIDSON, JR  
 1/2 INTEREST  
 DOC. NO. 2001072772  
 O.P.R.W.C.T.  
 TRACT 6  
 DESCRIBED IN VOL. 401, PG.  
 D.R.W.C.T.

J. A. DAVIDSON HOLDINGS, L.P., ET AL

PARCEL 11  
PART 2

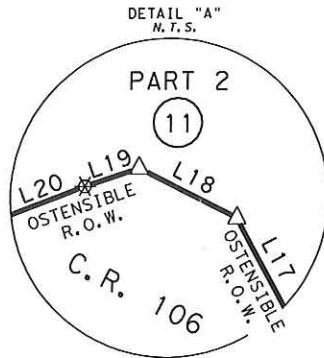
PROJECT CORRIDOR C	
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S:\\*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 2\PARCEL 11-PART 2-DAVIDSON-REV.dgn

INLAND  
GEODETICS

**PROFESSIONAL LAND SURVEYORS**  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251

## PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N54° 49' 39"E	95.50'
(L1)	(N59° 56' E)	(95.50')
L2	N09° 25' 00"W	68.75'
L3	N27° 06' 42"E	54.16'
L4	N16° 07' 22"E	48.06'
L5	N03° 14' 25"W	41.19'
L6	N20° 07' 23"E	144.78'
L7	N29° 03' 44"E	68.04'
L8	S20° 58' 46"E	126.74'
L9	N85° 45' 20"E	141.06'
L10	N15° 38' 08"E	95.41'
L11	N76° 42' 03"E	202.77'
L12	N85° 37' 01"E	169.96'

NUMBER	DIRECTION	DISTANCE
L13	S64° 45' 37"E	43.92'
L14	S84° 01' 12"E	30.00'
L15	S18° 59' 23"W	226.98'
L16	S73° 15' 41"W	95.91'
L17	N21° 45' 33"W	292.83'
L18	N56° 33' 34"W	43.41'
L19	S78° 24' 04"W	22.47'
L20	S75° 43' 07"W	326.20'
L21	N29° 46' 35"W	48.58'
L22	S62° 28' 01"W	90.05'
L23	S21° 19' 31"E	1098.17'
(L23)	(S18° 58' 55"E)	(1098.17')
(L24)	(N75° 36' 45"E)	(269.0')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06° 05' 36"	4900.00'	521.10'	520.86'	S27° 01' 23"E
C2	05° 56' 05"	5080.00'	526.18'	525.94'	S27° 05' 31"E
C3	06° 36' 21"	3950.00'	455.41'	455.16'	N12° 19' 57"E
C4	01° 44' 33"	2393.00'	72.77'	72.77'	N09° 54' 03"E
C5	07° 59' 34"	2007.00'	279.98'	279.75'	S09° 58' 35"W
C6	13° 00' 35"	3080.00'	699.35'	697.84'	S12° 29' 05"W
C7	34° 15' 23"	1906.00'	1139.58'	1122.68'	N10° 09' 11"W
C8	02° 31' 34"	5080.00'	223.98'	223.96'	N28° 47' 46"W



PARCEL PLAT SHOWING PROPERTY OF  
**J.A. DAVIDSON HOLDINGS, L.P., ET AL**

**PARCEL 11  
PART 2**

SCALE  
1" = 300'

WILLIAMSON COUNTY

PROJECT  
CORRIDOR C



## LEGEND

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- IRON ROD FOUND W/TXDOT ALUMINUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
- ⊗ FENCE POST FOUND
- △ CALCULATED POINT
- IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
- ⊙ IRON PIPE FOUND
- ⊗ AXLE FOUND

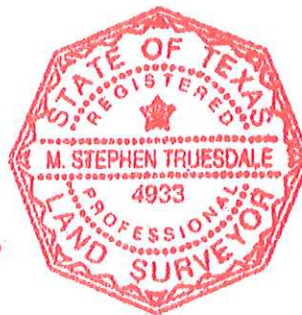
- ℄ PROPERTY LINE
- ( ) RECORD INFORMATION
- LINE BREAK
- LAND HOOK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO.1933226-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 27, 2019, ISSUE DATE SEPTEMBER 13, 2019.

- 10F. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 414, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.
- G. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 338, PAGE 383, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.
- H. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 362, PAGE 74, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT NOT BE LOCATED.
- I. FLOODWATER RETARDING STRUCTURE TO DONAHOE CREEK WATERSHED AUTHORITY RECORDED IN VOLUME 485, PAGE 144, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- J. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 493, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 494, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- L. PIPE LINES EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 495, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECT AS SHOWN.
- M. TERMS, CONDITIONS AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT AND RECIPROCAL EASEMENT AGREEMENT RECORDED DOC. NO. 9729468, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE PARTIALLY ON THE GROUND AND PARTIALLY FROM RECORD INFORMATION UNDER MY DIRECT SUPERVISION.



M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

DATE:

3 DEC 2019

	ACRES	SQUARE FEET
ACQUISITION PART 2	29.534	1,286,502
ACQUISITION PART 3	1.223	53,291
TOTAL ACQUISITION	30.757	1,339,793
DEED AREA	238.904	10,406,642
REMAINDER AREA	208.147	9,066,849



PARCEL PLAT SHOWING PROPERTY OF  
**J.A. DAVIDSON HOLDINGS, L.P., ET AL**

SCALE  
1" = 300'

WILLIAMSON COUNTY

PROJECT  
CORRIDOR C

**PARCEL 11  
PART 2**



EXHIBIT C  
PROPERTY DESCRIPTION FOR PARCEL 11 PART 3

DESCRIPTION OF A 1.223 ACRE (53,291 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN F. FERGUSEN SURVEY, ABSTRACT NO. 231 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 134.4 ACRE TRACT 2 DESCRIBED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO DESCRIBED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.223 ACRE (53,291 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1 1/4" ID iron pipe found, being the southwesterly corner of the remainder of said Tract 2, same being an angle point in the ostensible easterly Right-of-Way (ROW) line of said C.R. 106 (ROW width varies);

**THENCE**, with the westerly boundary line of said remainder of Tract 2, same being said ostensible easterly ROW line, N 21°19'31" W for a distance of 112.78 feet to an iron rod with aluminum cap stamped "ROW 4933" set 868.25 feet right of proposed Corridor C baseline station 218+71.34 and 24.08 feet right of C.R. 106 baseline station 100+00.00 (Grid Coordinates determined as N=10203939.86, E=3160224.62 TxsPC Zone 4203), in said ostensible easterly ROW line of C.R. 106, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed easterly ROW line, with the westerly boundary line of said remainder of Tract 2, same being said ostensible existing easterly ROW line, N 21°19'31" W for a distance of 955.38 feet to a calculated ell corner in the westerly boundary line of said remainder of Tract 2, same being the southwesterly corner of that called 0.783 acre (Tract Two) tract described in Warranty Deed With Vendor's Lien to Dennis L. Davidson recorded in Volume 1705, Page 816 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;
- 2) **THENCE**, departing said ostensible easterly ROW line, with the common boundary line of said remainder of Tract 2 and said 0.783 acre tract, N 73°15'41" E for a distance of 71.99 feet to an iron rod with aluminum cap stamped "ROW 4933" set 261.78 feet right of proposed Corridor C baseline station 225+32.51, in the proposed easterly ROW line of said Corridor C, for the northeasterly corner of the herein described tract;

**THENCE**, departing said 0.783 acre tract, through the interior of said remainder of Tract 2, with said proposed easterly ROW line, the following three (3) courses:

- 3) S 01°53'29" E for a distance of 50.10 feet to an iron rod with aluminum cap stamped "ROW 4933" set 279.58 feet right of proposed Corridor C baseline station 224+88.09 and 80.00 feet right of proposed C.R. 106 baseline station 109+02.33, for an angle point;
- 4) S 21°22'42" E for a distance of 902.33 feet to an iron rod with aluminum cap stamped "ROW 4933" set 906.09 feet right of proposed Corridor C baseline station 219+06.31 and 80.00 feet right of proposed C.R. 106 baseline station 100+00.00, for the southeasterly corner of the herein described tract;
- 5) S 68°37'18" W for a distance of 55.92 feet to the **POINT OF BEGINNING**, containing 1.223 acre, (53,291 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS        §  
   §        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON   §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

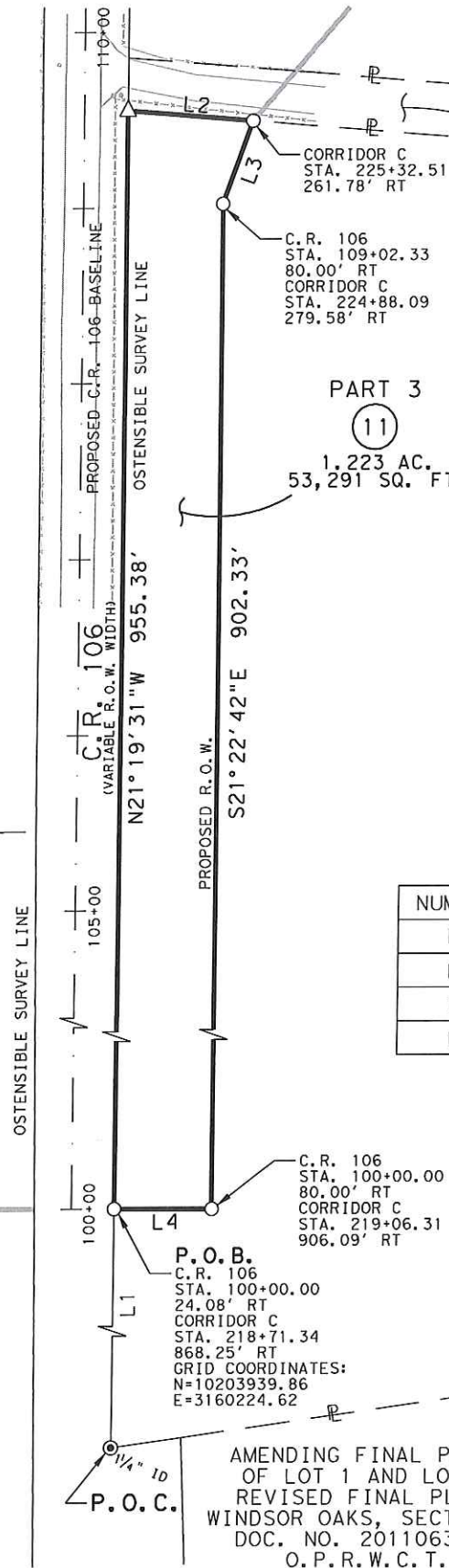
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

*3 DEC 2019*  
Date



Diagram of Proposed Corridor C Baseline showing stationing from 223+00 to 224+00.



0 50 100

1" = 100'

11  
1.223 AC.  
53,291 SQ. FT.

J. A. DAVIDSON HOLDINGS, L.P.  
(REMAINDER OF  
134.4 AC.)  
1/2 INTEREST  
DOC. NO. 2001027783  
PAMELA G. MARTIN,  
DENNIS L. DAVIDSON &  
JAMES A. DAVIDSON, JR.  
1/2 INTEREST  
DOC. NO. 2001072772  
TRACT 2  
O. P. R. W. C. T.

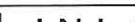
NUMBER	DIRECTION	DISTANCE
L1	N21° 19' 31"W	112.78'
L2	N73° 15' 41"E	71.99'
L3	S01° 53' 29"E	50.10'
L4	S68° 37' 18"W	55.92'

WOODRUFF  
STUBBLEFIELD SURVEY  
ABSTRACT NO. 556

JOHN F. FERGUSON SURVEY  
ABSTRACT NO. 231

AMENDING FINAL PLAT  
OF LOT 1 AND LOT 2  
REVISED FINAL PLAT  
WINDSOR OAKS, SECTION 2  
DOC. NO. 2011063932  
O. P. R. W. C. T.

LOT 1  
(5.239 AC.)



**INLAND U  
GEODETICS**

PROFESSIONAL LAND SURVEYORS

1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681

PH. (512) 238-1200, FAX (512) 238-1251

J. A. DAVIDSON  
HOLDINGS, L.P., ET AL

PARCEL 11  
PART 3

SCALE  
1" = 200'

WILLIAMSON COUNTY

PROJECT CORRIDOR C	
-----------------------	--



EXHIBIT " " "

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

11/20/19  
PAGE 3 OF 3

## LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	℄	CENTER LINE
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP	℄	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED	⚡	LINE BREAK
⊗	FENCE POST FOUND	⌒	LAND HOOK
△	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.O.C.	POINT OF COMMENCEMENT
⊙	IRON PIPE FOUND	N.T.S.	NOT TO SCALE
⊗	AXLE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale*

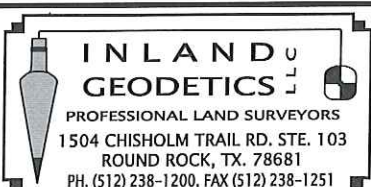
*3 DEC 2019*

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

DATE:



	ACRES	SQUARE FEET
ACQUISITION PART 2	29.534	1,286,502
ACQUISITION PART 3	1.223	53,291
TOTAL ACQUISITION	30.757	1,339,793
DEED AREA	238.904	10,406,642
REMAINDER AREA	208.147	9,066,849



PARCEL PLAT SHOWING PROPERTY OF

**J.A. DAVIDSON  
HOLDINGS, L.P., ET AL**

**PARCEL 11  
PART 3**

SCALE  
1" = 200'

WILLIAMSON COUNTY

PROJECT  
CORRIDOR C



**Commissioners Court - Regular Session****59.****Meeting Date:** 04/21/2020

Corridor C Resolution for Condemnation

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road  
Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.306 acres required for the construction of Corridor C, and take appropriate action.  
(Thomas Dee Langston) Parcel 7

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Langston Resolution for Condemnation

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 10:07 AM

Form Started By: Charlie Crossfield

Started On: 04/16/2020 10:04 AM

Final Approval Date: 04/16/2020

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 2.306 acres (Parcel 7) described by metes and bounds in Exhibit "A" owned by **THOMAS DEE LANGSTON**, for the purpose of constructing, reconstructing, maintaining, and operating Corridor C roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Bill Gravell, Jr.  
Williamson County Judge

**EXHIBIT A**  
**PROPERTY DESCRIPTION FOR PARCEL 7**

DESCRIPTION OF A 2.306 ACRE (100,445 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 55.2342 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH TO THOMAS DEE LANGSTON RECORDED IN DOCUMENT NO. 2009033393 AND CORRECTED IN DOCUMENT NO. 2009047006 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.306 ACRE (100,445 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at an axle found 569.31 feet right of proposed Corridor C baseline station 170+09.68 in the ostensible survey line of said John McQueen Survey and the Woodruff Stubblefield Survey, Abstract No. 556, being the northeasterly corner of said 55.2342 acre tract, same being the northwesterly corner of that called 20.0 acre Tract I described in Special Warranty Deed to Robert J. Klepzig and wife, Linda J. Klepzig recorded in Volume 2090, Page 905 of the Official Records of Williamson County, Texas, also being in the southerly boundary line of that called 172.51 acre tract of land described in Warranty Deed to Richard Charles Schmickrath and wife, Carol Jean Schmickrath recorded in Volume 959, Page 961 of the Deed Records of Williamson County, Texas;

THENCE, departing said 20.0 acre tract, with the common boundary line of said 172.51 acre tract and said 55.2342 acre tract, with said ostensible survey line, S 68°41'07" W, for a distance of 1116.37 feet to an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10199661.66, E=3156053.80 TxSPC Zone 4203) 193.00 feet right of proposed Corridor C baseline station 161+05.10, in the proposed southerly right-of-way (ROW) line of Corridor C (variable ROW width), for the easterly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, departing said 172.51 acre tract, same being said ostensible survey line, through the interior of said 55.2342 acre tract, with said proposed ROW line, the following three (3) courses:

- 1) along a curve to the right, having a delta angle 07°25'47", a radius of 2393.00 feet, to an arc length of 310.31 feet and a chord which bears S 64°54'42" W for a distance of 310.09 feet an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline station 158+19.82, for a point of tangency;
- 2) S 68°37'35" W for a distance of 128.53 feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline station 156+91.29, for the beginning of a non-tangent curve to the left;
- 3) along said curve to the left, having a delta angle 30°13'24", a radius of 1270.00 feet, an arc length of 669.92 feet and a chord which bears S 34°19'10" W for a distance of 662.18 feet an iron rod with aluminum cap stamped "ROW 4933" set 566.22 feet right of proposed Corridor C baseline station 151+44.31 in the westerly boundary line of said 55.2342 acre tract, same being in the easterly boundary line of the easterly remainder of that called 52.4 acre tract of land described in Deed to Ronny Jay Meinardus recorded in Volume 483, Page 462 of the Deed Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;
- 4) **THENCE**, departing said proposed southerly ROW line, with the common boundary line of said 55.2342 acre tract and said easterly remainder of the 52.4 acre tract, N 21°32'24" W for a distance of 392.89 feet to an axle found in said ostensible survey line, same being the common northerly corner of said 55.2342 acre tract and said easterly remainder of the 52.4 acre tract, also being in the southerly boundary line of the remainder of that called 101.06 acre (Tract II) described in Warranty Deed With Vendor's Lien to David Curtis Belt and Patricia Carol Belt, husband and wife, recorded in Volume 2206, Page 720 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

- 5) **THENCE**, departing said easterly remainder of the 52.4 acre tract, with said ostensible survey line, same being the common boundary line of said 55.2342 acre tract and said remainder of the 101.06 acre tract, **N 68°35'21" E** for a distance of **857.93** feet an iron rod found, being the southeasterly corner of said remainder of the 101.06 acre tract, same being the southwesterly corner of said 172.51 acre tract, for an angle point;
- 6) **THENCE**, departing said remainder of the 101.06 acre tract, continuing with said ostensible survey line, same being the common boundary line of said 55.2342 acre tract and said 172.51 acre tract, **N 68°41'07" E** for a distance of **128.17** feet to the **POINT OF BEGINNING**, containing 2.306 acres, (100,445 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS        §  
   §        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON   §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

*10 DEC 2019*

M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

Date





# PLAT TO ACCOMPANY PARCEL DESCRIPTION

11/20/19  
PAGE 3 OF 4

NUMBER	DIRECTION	DISTANCE
L1	S68° 37' 35" W	128.53'
L2	N68° 41' 07" E	128.17'

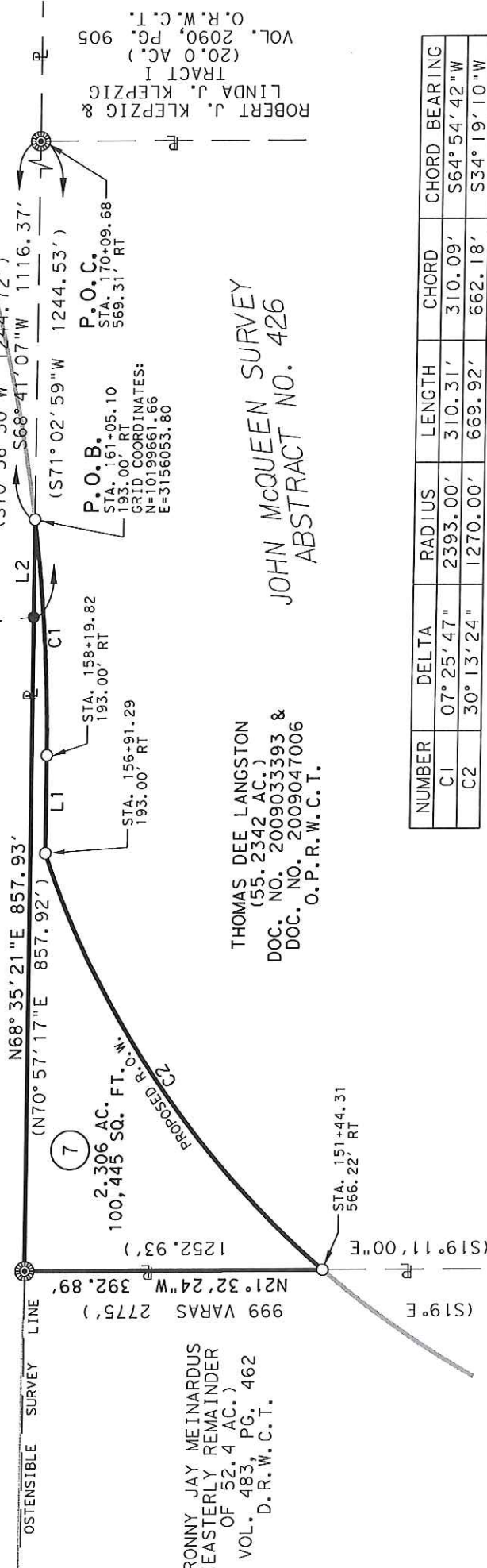
## WOODRUFF STUBBLEFIELD SURVEY ABSTRACT NO. 556

DAVID CURTIS BELT AND  
PATRICIA CAROL BELT  
(REMAINDER OF 101.06 AC.)  
TRACT II  
VOL. 2206, PG. 720  
O.R.W.C.T.

RICHARD CHARLES SCHMICKRATH AND  
CAROL JEAN SCHMICKRATH  
(172.51 AC.)  
VOL. 959, PG. 961  
D.R.W.C.T.

PROPOSED CORRIDOR C BASELINE  
(VARIABLE R.O.W. WIDTH)

PROPOSED CORRIDOR C  
(VARIABLE R.O.W. WIDTH)



THOMAS DEE LANGSTON  
(55.2342 AC.)  
DOC. NO. 2009033393 &  
DOC. NO. 2009047006  
O.P.R.W.C.T.

JOHN MCQUEEN SURVEY  
ABSTRACT NO. 426

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07° 25' 47"	2393.00'	310.31'	310.09'	S64° 54' 42" W
C2	30° 13' 24"	1270.00'	669.92'	662.18'	S34° 19' 10" W

**INLAND U  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

**THOMAS DEE LANGSTON**

WILLIAMSON COUNTY

SCALE  
1" = 200'

PROJECT  
CORRIDOR C

**PARCEL 7**



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	£	CENTER LINE
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP	ℙ	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED	—	LINE BREAK
⊗	FENCE POST FOUND	—	LAND HOOK
△	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.O.C.	POINT OF COMMENCEMENT
⊙	IRON PIPE FOUND	N.T.S.	NOT TO SCALE
⊗	AXLE FOUND	D.R.W.C.T.	DEED RECORDS
		O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL RECORDS
		P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
			OFFICIAL PUBLIC RECORDS
			WILLIAMSON COUNTY, TEXAS
			PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1937054-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 4, 2019, ISSUE DATE SEPTEMBER 12, 2019.

10A. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 294, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.


I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.



*M. Stephen Truesdale* 10 DEC 2019

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

ACQUISITION	ACRES	SQUARE FEET
CALC/DEED AREA	2.306	100,445
REMAINDER AREA	55.2342	2,406,002
	52.9282	2,305,557



**INLAND  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

THOMAS DEE LANGSTON

SCALE  
1" = 200'

WILLIAMSON COUNTY

PROJECT  
CORRIDOR C

PARCEL 7

**Commissioners Court - Regular Session****60.****Meeting Date:** 04/21/2020

County Road 111 Resolution for Condemnation

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 1.952 acres required for the construction of County Road 111, and take appropriate action. (Myra L. Valenta also known as Myra Valenta Now Known as Myyra L. Page) Parcel 19.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Page Resolution for Condemnation

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 10:12 AM

Form Started By: Charlie Crossfield

Started On: 04/16/2020 10:06 AM

Final Approval Date: 04/16/2020

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 1.952 acres (Parcel 19) described by metes and bounds in Exhibit "A" owned by **MYRA L. VALENTA ALSO KNOWN AS MYRA VALENTA NOW KNOWN AS MYRA L. PAGE**, for the purpose of constructing, reconstructing, maintaining, and operating CR 111 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Bill Gravell, Jr.  
Williamson County Judge

**EXHIBIT A**

**County:** Williamson  
**Parcel:** 19  
**Highway:** County Road 111 (Westinghouse Road)

**PROPERTY DESCRIPTION FOR PARCEL 19**

BEING 1.952 acres (85,047 Square Feet) of land, situated in the W. Addison Survey, Abstract No. 21, in Williamson County, Texas, said land being a portion of that certain tract of land, called 15.12 acres, as conveyed to John Valenta and wife, Myra Valenta, by deed as recorded in Volume 2225, Page 432, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

**BEGINNING** at an iron pin found (Surface Coordinates determined as N=10194423.67, E=3149370.29) on the north line of County Road No. 110 marking the most southerly Southwest corner of the above-referenced 15.12 acre Valenta tract, being the Southwest corner of that certain tract of land, called 0.723 of an acre, as conveyed to Williamson County, a political subdivision of the State of Texas, by deed recorded as Document No. 2004066779 of the Official Public Records of Williamson County, Texas, for the Southeast corner hereof, from which a ½-inch iron rebar found for the Northwest corner of that certain tract of land, called 2.00 acres, as conveyed to Williamson County, a political subdivision of the State of Texas, by deed recorded as Document No. 2003017137 of the Official Public Records of Williamson County, Texas bears N 21°31'45" W, 210.00 feet;

**THENCE**, along the said north line of County Road No. 110, S 73°08'00" W, 589.43 feet to a calculated point for the Southwest corner of the said 15.12 acre Valenta tract, being the Southeast corner of that certain tract of land, called 7.00 acres, as conveyed to Samuel Glenn Patterson by deed as recorded in Volume 1902, Page 459, of the Official Records of Williamson County, Texas, for the Southwest corner hereof;

**THENCE**, along the west line of the said 15.12 acre Valenta tract, being the east line of the said 7.00 acre Patterson tract, N 16°50'30" W, 118.12 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 125+11.75 for the Northwest corner hereof;

**THENCE**, N 69°31'00" E, 63.99 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 125+75.74; N 67°05'30" E, 425.38 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 130+00.74 and N 69°31'00" E, 88.61 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 130+89.34 on an easterly line of the said 15.12 acre Valenta tract, being the west line of the remainder of that certain tract of land, called 2.00 acres, as conveyed to

Bradley Cockrum and wife, Marian Cockrum by deed recorded as Document No. 2003017137 of the Official Records of Williamson County, Texas, for the Northeast corner hereof;

**THENCE**, S 21°31'45" E, at 120.94 feet, more or less, pass the Northwest corner of the said 0.723 of an acre Williamson County tract, for a total distance of 173.11 feet, in all, to the Place of **BEGINNING** and containing 1.952 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane


STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.

  
\_\_\_\_\_  
Patrick J. Stevens  
Registered Professional Land Surveyor, No. 5784  
State of Texas



Project No. 22009

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 19.docx



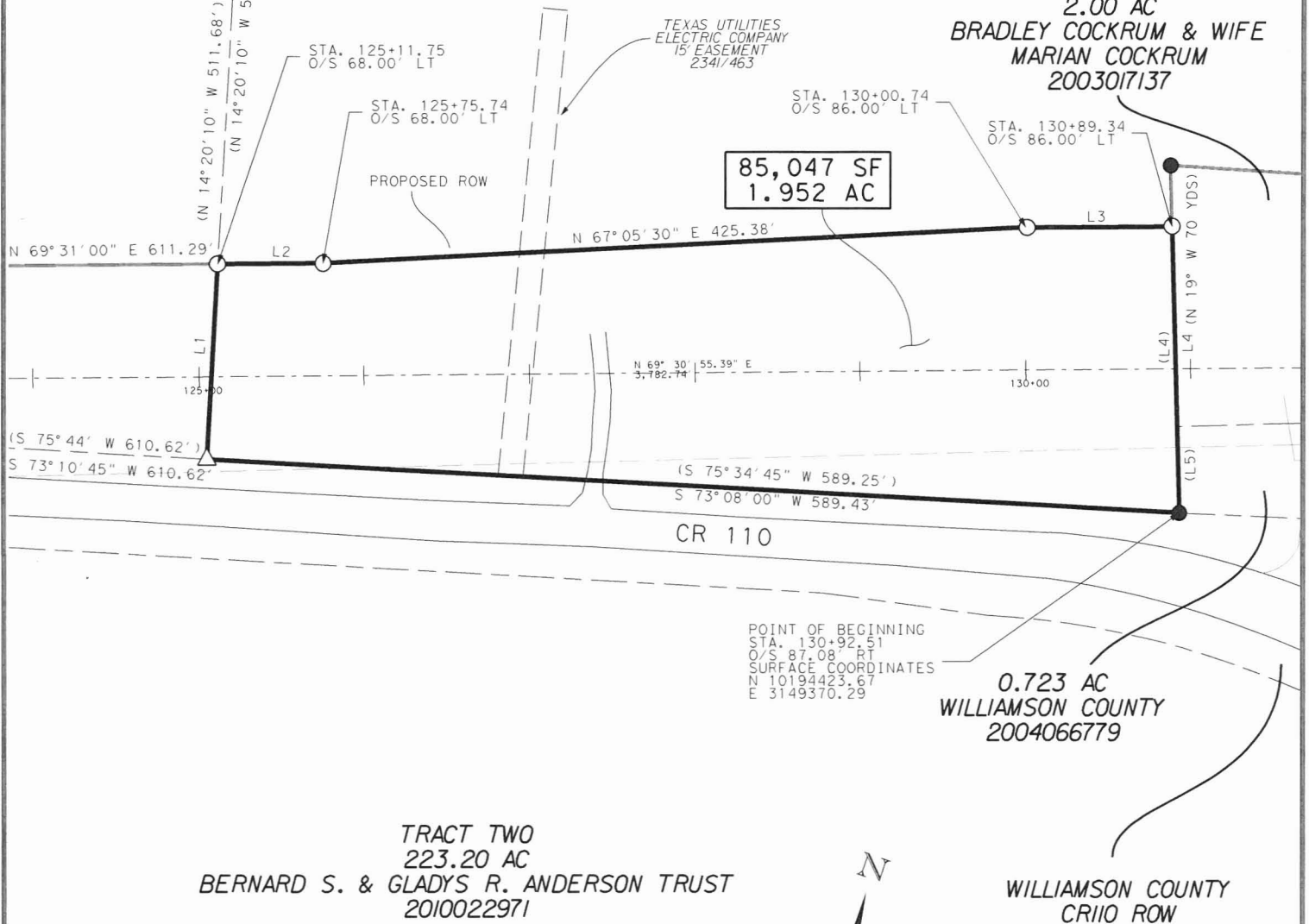
# PLAT TO ACCOMPANY PARCEL DESCRIPTION

W ADDISON  
ABSTRACT No. 21

7.00 AC  
SAMUEL GLENN  
PATTERSON  
1902/459

15.12 AC  
JOHN VALENTA AND WIFE,  
MYRA VALENTA  
2225/432

2.00 AC  
BRADLEY COCKRUM & WIFE  
MARIAN COCKRUM  
2003017137



C BELL  
ABSTRACT No. 112



PAGE 1 OF 2

STEGE BIZZELL

ADDRESS 1878 S. AUSTIN AVENUE GEORGETOWN, TX 78626  
METRO 512.930.9412 TEL. (936) 461.1300 FAX (936) 461.1301  
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:  
JOHN VALENTA AND WIFE MYRA VALENTA

SCALE:  
1"=100'

PARCEL:  
19

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON



## LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 16°50'35" W	118.12'
L2	N 69°31'00" E	63.99'
L3	N 69°31'00" E	88.61'
L4	S 21°31'45" E	173.11'
(L4)	S 19°00' E	209.86'
(L5)	S 21°38'48" E	52.18'

## NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

1. LONE STAR GAS COMPANY, VOL. 239, PG. 19
2. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 276
3. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 278
4. TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY, VOL. 555, PG. 278
5. JONAH WATER SUPPLY CORP., VOL. 563, PG. 590
6. JONAH WATER SUPPLY CORP., VOL. 1032, PG. 470

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



12-15-16



PATRICK J. STEVENS  
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784  
STATE OF TEXAS

PAGE 2 OF 2



PARCEL PLAT SHOWING PROPERTY OF:  
JOHN VALENTA AND WIFE MYRA VALENTA

SCALE:  
1"=100'

PARCEL:  
19

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON



**Commissioners Court - Regular Session****61.****Meeting Date:** 04/21/2020

CR 200 Resolution for Condemnation

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.150 acres) required for the construction of County Road 200, and take appropriate action. (Ashley and Noelle Vaughan)

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Vaughan Resolution for Condemnation

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 10:28 AM

Form Started By: Charlie Crossfield

Started On: 04/16/2020 10:22 AM

Final Approval Date: 04/16/2020

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.150 acre (Parcel 21) described by metes and bounds in Exhibit "A" owned by **ASHLEY P. VAUGHAN AND NOELLE D. VAUGHAN**, for the purpose of constructing, reconstructing, maintaining, and operating COUNTY ROAD 200 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Bill Gravell, Jr.  
Williamson County Judge

**EXHIBIT A**

**County:** Williamson County  
**Roadway:** CR. 200

**PROPERTY DESCRIPTION**  
**PARCEL 21**

BEING A 0.150 ACRE (6,544 SQUARE FEET) TRACT OF LAND SITUATED IN THE RICHARD WEST SURVEY, ABSTRACT 643 IN WILLIAMSON COUNTY, TEXAS AND BEING OUT OF A CALLED 1.800 ACRE TRACT CONVEYED TO ASHLEY P VAUGHAN AND NOELL D VAUGHAN, HUSBAND AND WIFE, BY DEED RECORDED IN DOCUMENT NO. 2014079944 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod with plastic cap stamped "SURVTEX" set at an angle point in the east line of Williamson County Road 200 (C.R. 200) (a variable width right-of-way (R.O.W.) recorded in Document No. 2005080010, O.P.R.W.C., also being on the south line of said 1.800 acre tract and the northwest corner of Lot 40, Stage Coach Hill Subdivision, a subdivision recorded in said Document 2005080010 and in Cabinet AA, Slide 334 of the Plat Records of Williamson County, Texas, and being the southerly termination of the proposed easterly R.O.W. line of C.R. 200 for the southeast corner hereof, from which 1/2" iron rod with cap stamped "RAS" found for the mis-located northwest corner of said Lot 40 bears S 17°21'28" E, 3.30', also from said Point of Beginning a 1/2" iron rod found marking the southeast corner of said 1.800 acre tract bears N 79°32'44" E, 194.46', both for reference;

1. **THENCE** S 79°32'44" W, with south line of said 1.800 acre tract, same being an east line of C.R. 200, 18.11' to the calculated southwest corner of said 1.800 acre tract;
2. **THENCE** N 20°50'53" W, with the west line of said 1.800 acre tract, same being an east line of said C.R. 200, 334.05' to the calculated northwest corner of said 1.800 acre tract, from which a bent 1/2" iron rod with cap stamped "ARPENTUR" found bears S 89°30'08" W, 0.30' for reference;
3. **THENCE** N 89°30'08" E, with a north line of said 1.800 acre tract, same being an east line of said C.R. 200, 23.01' to a 1/2" iron rod with plastic cap stamped "SURVTEX" set on said north line for the southwest corner of Lot 39 of said Stage Coach Hill Subdivision for the northeast corner of the herein described tract, from which a 1/2" iron rod stamped "HALLENBERGER" found for the mis-located southwest corner of said Lot 39 bears S 23°15'10" E, 2.16' for reference;



**EXHIBIT** \_\_\_\_

**County:** Williamson County  
**Roadway:** CR. 200

4. **THENCE** S 20°11'15" E, across said 1.800 acre tract, 329.33' to the **POINT OF BEGINNING** and containing 0.150 acres (6,544 square feet) of land, more or less;

NOTE: Sufficient evidence was found showing that the plat of Stage Coach Hill mislocated, on-the-ground, the referenced 1.800 acre tract, which is described as a 1.800 acre save and except tract on said plat.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

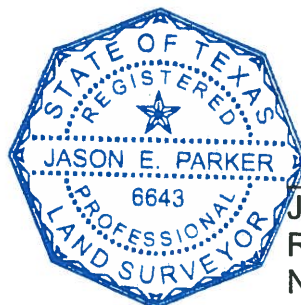
This property description is accompanied by a separate plat of even date.


THE STATE OF TEXAS                   §  
   §       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF WILLIAMSON           §

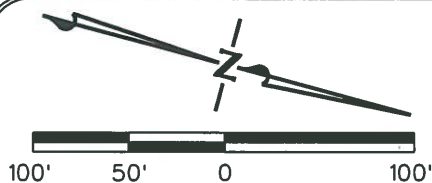
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 26<sup>th</sup> day of April, 2019, A.D.

SURVTEX LLC  
 600 W. Whitestone Blvd  
 Cedar Park, Texas 78613  
 (512) 249-8875  
 TBPLS Firm #10084600



  
 \_\_\_\_\_  
 Jason E. Parker  
 Registered Professional Land Surveyor  
 No. 6643 – State of Texas



(20' ROW DEDICATION)  
DOC. NO. 2005080010,  
O.P.R.W.C.  
CAB. AA, SLD. 334, P.R.W.C.

(20' ROW DEDICATION)  
DOC. NO. 2005080010,  
O.P.R.W.C.  
CAB. AA, SLD. 334, P.R.W.C.

C.R. 200  
NO RECORDING  
INFORMATION FOUND

"ARPENTUR"

(S 80° 13' 00" W - 20.39')  
S 79° 32' 44" W - 18.11'

(N 19° 19' 00" W - 334.84')  
N 20° 50' 53" W - 334.05'

S 89° 30' 08" W - 0.32'  
N 89° 50' 39" E - 21.32'  
N 89° 30' 08" E - 23.01'

EXISTING R.O.W.  
(20' P.U.E. & WATERLINE ESMT)

PROPOSED R.O.W.

SEE DETAIL 'A'

P.O.B. 0.150 ACRE (21)  
6544 SQ. FT.

EXISTING R.O.W.  
(20' P.U.E. & WATERLINE ESMT)

LOT 39

SEE DETAIL 'B'

PLATTED SOUTH LINE OF LOT 39

DEED LINE

DEED LINE  
PLATTED NORTH LINE OF LOT 40

LOT 40

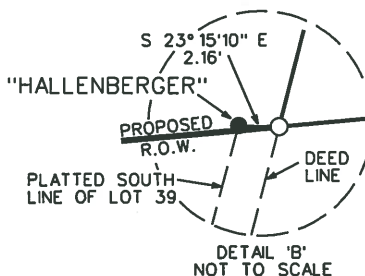
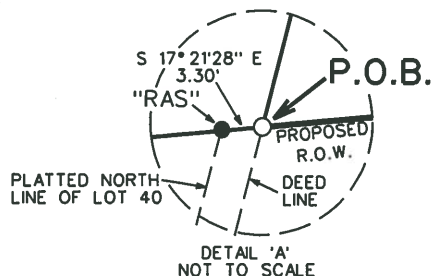
N. SANTA FE TRAIL

ASHLEY P VAUGHAN AND  
NOELLE D VAUGHAN,  
HUSBAND AND WIFE  
(1.800 ACRES)  
DOC. 2014079944, O.P.R.W.C.

RICHARD WEST SURVEY  
ABSTRACT NO. 643

STAGE 6 COACH HILL SUBDIVISION  
DOC. 2005080010 O.P.R.W.C.  
CAB. AA, PG. 334, P.R.W.C.

STAGE 6 COACH HILL SUBDIVISION  
DOC. 2005080010 O.P.R.W.C.  
CAB. AA, PG. 334, P.R.W.C.



#### NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE \* PLANE X 1.00015).

3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.

4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.

5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE

4.26.19

JASON E. PARKER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6643, STATE OF TEXAS

**SURVOTEX** LLC  
PROFESSIONAL SURVEYING AND MAPPING SERVICES

600 W. WHITESTONE BLVD.  
CEDAR PARK, TEXAS 78613  
PHONE: (512) 249-8875  
FAX (512) 249-5040  
TBPLS FIRM NO. 10084600

#### LEGEND

(UNLESS OTHERWISE NOTED)

- TxDOT TYPE IMONUMENT FOUND
- 1/2" IRON ROD SET WITH "SURVTX" CAP
- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ( ) RECORD INFORMATION
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE



PARCEL 21  
ACRES: 0.150  
HIGHWAY: C.R. 200  
ROW CSJ:  
COUNTY: WILLIAMSON  
SCALE: 1" = 100'  
SHEET 3 OF 3

FILE: P21.dgn

**Commissioners Court - Regular Session**

**62.**

**Meeting Date:** 04/21/2020

Executive Session

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

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**Information**

**Agenda Item**

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

**A. Real Estate Owned by Third Parties**

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: O'Connor Signal Project
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of real property for future SH 29 corridor.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

**y) Discuss the acquisition of the MKT Right of Way**

**B. Property or Real Estate owned by Williamson County**

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.

- b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard
- i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

## Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount
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### Attachments

*No file(s) attached.*

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### Form Review

#### Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/16/2020

#### Reviewed By

Andrea Schiele

#### Date

04/16/2020 10:13 AM

Started On: 04/16/2020 10:09 AM

**Commissioners Court - Regular Session****63.****Meeting Date:** 04/21/2020

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**Information****Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Reese

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/16/2020

**Reviewed By**

Andrea Schiele

**Date**

04/16/2020 10:17 AM

Started On: 04/16/2020 10:10 AM