

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This Professional Services Agreement (*the "Agreement"*) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and GDS Associates, Inc. (*the "Consultant"*);

WHEREAS, *County* desires to obtain professional services for the creation of a report regarding the new 8-Hour Ozone Air Quality Standard and the Attainment Status of Williamson County (*the "Project"*);

WHEREAS, *Consultant* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in relation to the *Project*;

NOW, THEREFORE, *County* and *Consultant* agree to the performance of the professional services by *Consultant* and the payment for these services by *County* as set forth herein.

1. In consideration of the compensation herein provided, *Consultant* shall perform professional services for the *Project*, which are acceptable to the *County*, based on standard engineering practices and the scope of work described in this Agreement. *Consultant* shall also serve as *County's* professional consultant in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Consultant's* services. *Consultant* will accomplish the following scope of work on the schedule indicated below:
 - a. Work with *County* staff to gather appropriate information (e.g. maps and supporting data) to aid in the writing of a report in support of the Texas Commission on Environmental Quality's decision to not include Williamson County in an 8-hour ozone non-attainment area;
 - b. On or before the close of business on February 16, 2009, provide *County's* staff with a draft report that supports the Texas Commission on Environmental Quality's decision to not include Williamson County in an 8-hour ozone non-attainment area, which said draft report shall be reviewed and considered by the Williamson County Commissioners Court on February 17, 2009;
 - c. Incorporate and address any of the Williamson County Commissioners Court's (or staff) comments, additions or corrections to the report by no later than February 24, 2009;
 - d. Present the final revised report to the Williamson County Commissioners Court on March 3, 2009 and brief said court in open session on said date.
2. *County* shall compensate *Consultant* for:
 - a. For and in consideration of the performance by *Consultant* of the work described in the Item 1 above, *County* shall pay and *Consultant* shall receive the lump sum fee set forth in Exhibit I, which is attached hereto. Invoices shall be submitted by *Consultant* on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
 - b. The actual costs of all subsistence expenses paid to, or on behalf of employees of *Consultant* in connection with each Project Assignment, including without limitation, reasonable travel and transportation costs, meals and lodging, incidentals, and telephone and other communication expenses;

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- b. The standard charges in connection with each Project Assignment associated with **Consultant's** use of computers and other specialized equipment, and the standard charges associated with the development and use of computer programs;
 - c. The standard charges for telephone and other communications expenses, reproduction and binding expenses, and postage and special shipping charges;
 - d. The costs billed to **Consultant** by other sub-consultants or other individuals in connection with each Project Assignment increased by an amount equal to twelve and two-tenths percent (12.2%); and
 - e. All costs incurred for services provided by others for data processing or for use of special equipment increased by an amount equal to ten percent (10%) thereof.
 - f. Prior to the performance of services not specifically described in the **Basic Scope of Services**, **Consultant** and **County** shall mutually agree, in writing, on the scope and compensation for any such additional services.
 - g. Based on representations that the **County** will provide approximately two-thirds of the maps and data required to develop this report, GDS estimates the costs for accomplishing this work scope at \$15,000. Allowing for contingencies to cover unforeseen circumstances, **Consultant** will perform this work scope for a total of fees and expenses not to exceed \$20,000.
3. **County** shall provide **Consultant** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to this particular **Project** at no cost to **Consultant**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County** so instructs **Consultant**. **County** understands and agrees that the provisions of this Attachment shall be amended to include additional compensation in the event **County** requests **Consultant** to provide Services in connection with: (i) the preparation of any issuance of securities or (ii) a Project Assignment a substantial part of which involves the checking of work by one other than **Consultant** which such work is to form the basis of an opinion or conclusion of **Consultant**. The parties hereto further understand and agree that should **County** and **Consultant** be unable to agree upon such amended fee arrangement, this Agreement and any obligations hereunder shall terminate with respect to such request for said Services upon written notice by either party to the other.
4. **Consultant** shall submit statements to **County** for all charges and services rendered by **Consultant** and for costs incurred by **Consultant** as provided in this Fee Schedule (see Exhibit 1) for all work performed pursuant to written contracts with **County** or for work otherwise performed at the request of **County** or its representative. **County** agrees to pay promptly to **Consultant** all amounts stated on each such statement that are not in excess of any not to exceed limit specifically stated in a written contract governing the provision of the services rendered. If payment is not received by **Consultant** within thirty (30) days after **Consultant's** delivery of such statement to **County** by U.S. Mail or otherwise, the amounts due **Consultant** may include a monthly charge equal to the higher of: (a) the prime rate plus one percent (1%) divided by twelve (12); or (b) an amount equal to eighteen percent (18%) annually, one and one-half percent (1-1/2%) monthly. Such monthly charge shall accrue on all amounts due from said thirtieth (30th) day through the date on which such statement is paid in full; provided, however, that in no event shall such charge exceed the maximum legal rate allowable by law. **County** understands and agrees that in the event of non-payment, **Consultant** may, after giving written notice to **County**, suspend Services under this Agreement. The failure of **Consultant** to impose any such charges or

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suspend any services for any period of time shall not constitute a waiver of **Consultant's** right to do so at any future date.

5. In the event **County** fails to pay **Consultant** all amounts which become due under this Agreement, or fails to perform any of its obligations hereunder, and **Consultant** refers such matter to an attorney, **County** agrees to pay, in addition to any amounts due hereunder, any and all costs incurred by **Consultant** as a result of such action, including reasonable attorney's fees.
6. The parties hereto understand and agree that this Fee Schedule included as Exhibit 1 is effective for the calendar year indicated above and that it may, by written notice to the **County**, be adjusted annually by **Consultant** to equal the then prevailing fee schedule ("Prevailing Fee Schedule"). The Prevailing Fee Schedule shall be defined as that fee schedule which **Consultant** would charge new clients. The parties hereto further understand and agree that the initial adjustment hereunder to the above-stated hourly rates shall not occur within six (6) months of the effective date hereof.

Accepted by **County**:

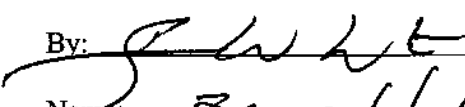
For GDS Associates, Inc.

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: Bruce L. Huter

Title: Principal

Date: 1/27/09

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PRIVILEGED AND CONFIDENTIAL

Exhibit 1

GDS ASSOCIATES, INC.

FEE SCHEDULE

EFFECTIVE JANUARY 1, 2009 – DECEMBER 31, 2009

<u>PERSONNEL</u> <u>CATEGORY/NAME</u>	<u>STANDARD</u> <u>BILLING RATES</u>
OFFICERS AND PRINCIPALS	
1. BRUCE W. WALTER	\$210
MANAGING DIRECTORS/EXECUTIVE ENGINEERS	
2. DAN WITTLIFF	\$195
PROJECT ENGINEER/PROJECT CONSULTANT	
3. TOORAN KHOSH	\$130
ASSOCIATE ENGINEERS/ASSOC ANALYSTS	
4. MARY MURPHY	\$90
SECRETARIES/SR ENGINEERING ASSISTANTS	
5. CRISTY GRIMBERG	\$60
CLERICAL/ENGINEERING ASSISTANTS	
6. AISLINN MCNEILL	\$50