

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JUNE 23RD, 2009
9:30 A.M.

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

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, and Wire Transfers 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.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. 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 5 – 18)

5. Discuss and consider approving a line item transfer for the County Attorney's office

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
To	0100-0475-001103	Part time salaries	2,200.00	
From	0100-0475-001100	Full time salaries	2,200.00	

6. Discuss and consider approving a line item transfer for Constable Pct. #3

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0553-004999	Const #3/Misc	\$100	
From	0100-0553-003395	Const #3/Video Tape	\$100	
From	0100-0553-004350	Const #3/Printed Forms	\$500	
From	0100-0553-003901	Const #3/Publications	\$300	
From	0100-0553-005700	Const #3/Vehicles	\$1000	
To	0100-0553-004212	Const #3/Postage	\$2000	

7. Discuss and consider approving a line item transfer for Constable Pct. #3

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0553-005700	Const #3/Vehicles	\$3000	
To	0100-0553-003010	Const #3/Computer Equip	\$3000	

8. Discuss and consider approving a line item transfer for JP#1

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004100	Non Dept/Prof Svcs	\$5,000	
To	0100-0451-004192	JP#2/Transp Autopsies	\$5,000	

9. Discuss and consider approving a line item transfer for Veteran Services

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0405-004541	Vehicle Maint.	\$100.00	
To	0100-0405-003900	Membership Dues	\$100.00	
From	0100-0405-004541	Vehicle Maint.	\$459.74	
To	0100-0405-004232	Training Conf., Seminars	\$459.74	
From	0100-0405-004541	Vehicle Maint.	\$150.00	
To	0100-0405-004211	Telephone Service	\$150.00	

10. Discuss and consider approving a line item transfer for URS

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0200-0210-005700	VEHICLES>\$5,000	\$400.00	
TO	0200-0210-003302	USED TIRE DISPOSAL	\$400.00	

11. Discuss and consider approving a line item transfer for Commissioner Pct 3.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0213-003005	Office Furniture	184.46	
To	0100-0213-003006	Office Equipment	184.46	

12. Discuss and consider approving a line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0576-003312	Justice Benefits	38,200.00	
To	0100-0576-003306	Food Service	13,000.00	
To	0100-0576-004106	Counseling Services	20,000.00	
To	0100-0576-004410	Bond Premiums	200.00	
To	0100-0576-004500	Maintenance Contracts	5,000.00	

13. Discuss and consider approving a line item transfer for the Jail

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0570-001100	Salaries	1000.00	
To	0100-0570-001114	Certifications	1000.00	

14. Acknowledge the selection of Commissioner Covey to the Local Area Network Advisory Committee (LANAC).

15. Consider approving donations to Victim Assistance from Cartridges for Kids (cartridge fundraiser) in the amount of \$13.50 and GRC Wireless, Inc (Shelter Alliance Cell Phone Fundraiser) in the amount of \$395.50.
16. Consider approving Property Tax Refunds Over \$2,500.00 for the month of May 2009 for the Williamson County Tax Assessor/Collector.
17. Consider approving the Waiver of Penalty and Interest to customers as requested by the Williamson County Tax Assessor/Collector
18. Discuss and consider preliminary plat approval for Klepzig Subdivision, Pct. 4.

REGULAR AGENDA

19. Discuss and take appropriate action on road bond program.
20. Discuss and consider approving TBG Partners Professional Service Agreement (PSA) for the development of roadside landscape specifications for county roads.
21. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
22. Discuss and take appropriate action concerning amending the Williamson County Sick Leave Pool Policy.
23. Discuss and take action on county participation on 2010 census.
24. Discuss and take appropriate action on Letter Agreement with TexHealth Central Texas, Inc. for participation in the Central Texas Regional Health Coverage Project.
25. Consider authorizing advertising and setting date of July 22, 2009 at 3:00pm in the Purchasing Department to receive bids for US 183 at FM 3405 Traffic Signal Construction, Bid #09WC713.
26. Discuss and take appropriate action on matters concerning personnel.

EXECUTIVE SESSION

27. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)

28. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
29. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
30. Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 matters concerning personnel.)
31. Discuss and take appropriate action on real estate.
32. Discuss and take appropriate action on pending or contemplated litigation.
33. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.
34. Discuss and take appropriate action concerning personnel matters.
35. Comments from Commissioners.

Dan A. Gattis, 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 _____ day of _____, 2009 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/23/2009
 Submitted By: Vicki Vickers, County Attorney
 Submitted For: Vicki Vickers
 Department: County Attorney
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the County Attorney's office

Background

Have an employee on FMLA; this transfer will cover part time help while other employee is out on leave.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
To	0100-0475-001103	Part time salaries	2,200.00	
From	0100-0475-001100	Full time salaries	2,200.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/16/2009 09:25 AM	APRV
4	Budget	Ashlie Koenig	06/17/2009 11:02 AM	APRV

Form Started By: Vicki Vickers Started On: 06/12/2009 09:55 AM

Final Approval Date: 06/17/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/23/2009

Submitted By: Ashlie Koenig, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Pct. #3

Background

Increase in mailouts unexpectedly depleted postage funding

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0553-004999	Const #3/Misc	\$100	
From	0100-0553-003395	Const #3/Video Tape	\$100	
From	0100-0553-004350	Const #3/Printed Forms	\$500	
From	0100-0553-003901	Const #3/Publications	\$300	
From	0100-0553-005700	Const #3/Vehicles	\$1000	
To	0100-0553-004212	Const #3/Postage	\$2000	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/16/2009 09:24 AM	APRV
4	Budget (Originator)	Ashlie Koenig	06/16/2009 01:53 PM	APRV

Form Started By: Ashlie Koenig
Started On: 06/12/2009 04:04 PM

Final Approval Date: 06/16/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/23/2009

Submitted By: Ashlie Koenig, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Pct. #3

Background

Would like to purchase desktop docking stations for currently owned laptops and eliminate this from the 2009-2010 budget requests; When computers were originally purchased, the cost was higher than expected and we were unable to purchase docking stations.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0553-005700	Const #3/Vehicles	\$3000	
To	0100-0553-003010	Const #3/Computer Equip	\$3000	

Attachments

Link: [Const #3 Justification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/16/2009 09:25 AM	APRV
4	Budget (Originator)	Ashlie Koenig	06/16/2009 01:54 PM	APRV

Form Started By: Ashlie Koenig
Started On: 06/12/2009 04:07 PM

Final Approval Date: 06/16/2009



**OFFICE OF CONSTABLE
Bobby Gutierrez
Williamson County Precinct 3**

MEMORANDUM

TO: The Honorable Commissioner's Court

FROM: Bobby Gutierrez, Constable Pct.3

DATE: June 12, 2009

SUBJECT: Line Item Transfer Request

I respectfully request your approval for line item transfers to the Postage line item and Computer Equipment line item.

Our office recently underwent some duty assignment re-organization whereby the clerical staff significantly emphasized their productivity with mailing warrant cards to individuals listed as fugitives for Class C violation warrants. This has resulted in improved voluntary compliance on warrant collections. This process has also resulted in enhanced time efficiency for deputies assigned to these types of cases. While collections by clerical staff have improved, we have depleted our postage line item for the remainder of the fiscal year. We believe the funds placed toward postage for the remainder of this fiscal year would produce a continuation of high warrant collections and improve the clearance of Class C warrant cases. The other line item categories whereby monies are being transferred will not adversely affect our ability to continue to fulfill our mission.

We tried to implement a conversion of using deputy lap-top computers to also fulfill office computer functions this fiscal year. The component necessary to implement this process are docking stations. The purchase of computer equipment this year exceeded our budgetary projections whereby we could not afford the docking stations. Considering our vehicle purchase was under-budget, we request to use those funds toward the purchase of office computer docking stations. If we are successful in doing so, we could withdraw our request for funding this program in the proposed budget for next fiscal year, and further reduce the risk of price increases on computer equipment.

Thank you for your time and attention on these matters. Please do not hesitate to contact me should you need further information on these line item transfer requests.

Respectfully,

Bobby Gutierrez, Constable Pct.3

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/23/2009

Submitted By: Ashlie Koenig, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for JP#1

Background

Autopsies along with respective transportation costs have exceeded our 2008-2009 budget. We have had an unexpected increase in autopsies for 2008-2009 compared to prior year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004100	Non Dept/Prof Svcs	\$5,000	
To	0100-0451-004192	JP#2/Transp Autopsies	\$5,000	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig Started On: 06/16/2009 02:09 PM

Final Approval Date: 06/17/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/23/2009
 Submitted By: Raymond Nelson, Veteran Services
 Submitted For: Raymond Nelson
 Department: Veteran Services
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Veteran Services

Background

Line Item 0100-0405-003900- At the time the budget center closed for the 2009 fiscal year budget requests there were two veterans service officers at veteran services. \$100.00 was budgeted for dues. In October 08 the third service officer was hired and in March 09 the fourth service officer was trained at no expense to the county. We are paying dues for four service officers instead of two creating a shortage of \$100.00 I have already paid these dues out of my pocket.

Line item 0100-0405-004232 is virtually as above. We had to pay expenses for three service officers to attend mandated state training. The fourth service officer attended initial training/certification at the expense of the state of Texas. Only two service officers were budgeted for fiscal 09 creating a budget shortage of \$459.74 which I have paid out of my pocket.

Line Item 0100-0405-004211 \$300.00 was requested for phone service for fiscal 09 but was reduced to \$200.00. Veteran Services now has a phone bill in the Auditors office with insufficient funds in the line item to pay the bill. I am asking to transfer \$150.00 into this line item to cover phone service for the remainder of the fiscal year.

The phone bill and expense reimbursement form are in accounts payable waiting for court approval of the above line item transfers

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0405-004541	Vehicle Maint.	\$100.00	
To	0100-0405-003900	Membership Dues	\$100.00	
From	0100-0405-004541	Vehicle Maint.	\$459.74	
To	0100-0405-004232	Training Conf., Seminars	\$459.74	
From	0100-0405-004541	Vehicle Maint.	\$150.00	

To	0100-0405-004211	Telephone Service	\$150.00	
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Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/17/2009 04:39 PM	APRV
4	Budget	Ashlie Koenig	06/18/2009 10:36 AM	APRV

Form Started By: Raymond Nelson

Started On: 06/16/2009 03:18 PM

Final Approval Date: 06/18/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/23/2009
 Submitted By: Lydia Linden, Unified Road System
 Submitted For: Greg Bergeron
 Department: Unified Road System
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for URS

Background

This is for used tire disposal, fleet and URS take turns paying for it, the costs have gone up and we have had more tires than usual.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0200-0210-005700	VEHICLES>\$5,000	\$400.00	
TO	0200-0210-003302	USED TIRE DISPOSAL	\$400.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/17/2009 04:39 PM	APRV
4	Budget	Ashlie Koenig	06/18/2009 10:04 AM	APRV

Form Started By: Lydia Linden
 Started On: 06/17/2009 09:13 AM

Final Approval Date: 06/18/2009

Line Item Transfer for Commissioner Pct 3.

Commissioners Court - Regular Session

Date: 06/23/2009

Submitted By: Terri Countess, Commissioner Pct. #3

Submitted For: Valerie Covey

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Commissioner Pct 3.

Background

Purchased a small camera and accessories to capture photos at various Precinct 3 events that we post on our website.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0213-003005	Office Furniture	184.46	
To	0100-0213-003006	Office Equipment	184.46	

Attachments

No file(s) attached.

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		County Judge Exec Asst.	Wendy Coco	06/17/2009 04:39 PM	APRV
4		Budget	Ashlie Koenig	06/18/2009 08:19 AM	APRV

Form Started By: Terri Countess Started On: 06/17/2009 11:05 AM

Final Approval Date: 06/18/2009

BLI Transfer

Commissioners Court - Regular Session

Date: 06/23/2009
 Submitted By: Robyn Murray, Juvenile Services
 Submitted For: Robyn Murray
 Department: Juvenile Services
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a line item transfer for Juvenile Services.

Background

The budget line item transfer request for Food Service and Counseling Services is based on current year to date and projected expenditures through the remainder of the fiscal year. The number of court ordered youth attending outpatient counseling services has increased along with pre and post assessment testing. The number of non-mandatory and mandatory students as well as detention and academy residents has increased; no increase re price per meal but number of meals being served. Both of these services are charged according to the number served or number of participants attending sessions. The Court Section has requested that one of our officers be notarized so that all documents can be signed and notarized while all parties are present. Under Maintenance Contracts we are requesting the transfer for the upgrading of the Smead Software Electronic Record System which holds all juvenile records and confidential information. Upgrading to the current version is essential for maintaining our juvenile records.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0576-003312	Justice Benefits	38,200.00	
To	0100-0576-003306	Food Service	13,000.00	
To	0100-0576-004106	Counseling Services	20,000.00	
To	0100-0576-004410	Bond Premiums	200.00	
To	0100-0576-004500	Maintenance Contracts	5,000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		County Judge Exec Asst.	Wendy Coco	06/17/2009 04:39 PM	APRV
4		Budget	Ashlie Koenig	06/18/2009 08:12 AM	APRV

Form Started By: Robyn Murray

Started On: 06/16/2009 01:34 PM

Final Approval Date: 06/18/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/23/2009
 Submitted By: Deborah Wolf, Sheriff
 Submitted For: Deborah Wolf
 Department: Sheriff
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a line item transfer for the Jail

Background

Since budget is submitted in late May but deadline is mid-September for certificate pay submission, the budgeted amount of certificate pay will change due to this timing difference. This should be sufficient to cover fiscal year 2008/2009.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0570-001100	Salaries	1000.00	
To	0100-0570-001114	Certifications	1000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/17/2009 04:39 PM	APRV
4	Budget	Ashlie Koenig	06/18/2009 08:14 AM	APRV

Form Started By: Deborah Wolf
 Started On: 06/16/2009 02:55 PM

Final Approval Date: 06/18/2009

Acknowledge the selection of Commissioner Covey to the Local Area Network Advisory Committee (LANAC)

Commissioners Court - Regular Session

Date: 06/23/2009

Submitted By: Terri Countess, Commissioner Pct. #3

Submitted For: Valerie Covey

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Acknowledge the selection of Commissioner Covey to the Local Area Network Advisory Committee (LANAC).

Background

Commissioner Covey was invited to participate as a local government official representative on the LANAC which was established pursuant to requirements of H.B. 2439, 80th Legislature, Regular Session, 2007. The LANAC advises HHSC and DSHS on technical and administrative issues that directly affect local mental health authority responsibilities. Commissioner Covey submitted an application and resume and was selected by the Texas Health and Human Services Commission to serve on this committee.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Terri Countess Started On: 06/17/2009 11:36 AM

Final Approval Date: 06/17/2009

Victim Assistance Donations
Commissioners Court - Regular Session

Date: 06/23/2009
Submitted By: Peggy Braun, Sheriff
Submitted For: Peggy Braun
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Consider approving donations to Victim Assistance from Cartridges for Kids (cartridge fundraiser) in the amount of \$13.50 and GRC Wireless, Inc (Shelter Alliance Cell Phone Fundraiser) in the amount of \$395.50.

Background

Check from Cartridges for Kids and GRC Wireless, Inc.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Braun Started On: 06/16/2009 12:02 PM

Final Approval Date: 06/17/2009

Property Tax Refunds - Over \$2,500.00 - May 2009

Commissioners Court - Regular Session

Date: 06/23/2009

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Submitted For: Deborah Hunt

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Consider approving Property Tax Refunds Over \$2,500.00 for the month of May 2009 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Court Refunds May 09](#)

Form Routing/Status

Form Started By: Cathy Atkinson Started On: 06/16/2009 09:50 AM

Final Approval Date: 06/17/2009



Date: June 8, 2009

To: Members of the Commissioners
Court

From: Deborah M. Hunt, CTA *DMH*

Subject: Property Tax Refunds

Deborah M Hunt, C T A
Tax Assessor Collector

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at 943-1601, ext. 7015, if you have any questions.

Thank you.

Main Office and Mailing Address:
904 S Main St
Georgetown TX 78626
Phone: (512)943-1601
Fax: (512)943-3578
www.williamson-county.org

Annex Locations:
211 Commerce Blvd, Ste 101
Round Rock TX 78664
Phone: (512)248-3278
Fax: (512)248-3253

350 Discovery Blvd, Ste 101
Cedar Park TX 78613
Phone: (512)260-4290
Fax: (512)260-4295

412 Vance St, Ste 1
Taylor TX 76574
Phone: (512)352-4140
Fax: (512)352-4143

10:04 AM
06/08/09
Accrual Basis

**Property Tax
Account QuickReport
As of May 31, 2009**

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	5/1/2009	32367	Johnnie B. & Harold L. Dowdy, Sr.	R032229 - 2007 Supplement #18	-3,732.02
Check	5/11/2009	32409	URS, Corporation	P408378 - 2004 Supplement #53	-76,343.41
Check	5/11/2009	32410	Earl L. & Myrtle L. Watson, Trustees	R476300 - 2008 Supplement #9	-7,192.87
Check	5/15/2009	32420	Donna Arnold	R383910 - Overpayment	-3,000.00
Check	5/18/2009	32429	IRONHORSE CONCRETE INC	P394428 - 2007 Supplement #19	-12,134.21
Check	5/18/2009	32484	BENBROOK PROPERTIES LTD	R476384, R476395, R476404,	-8,504.76
Check	5/19/2009	32574	UMSTATTD MARY ELLEN HEARNE	R034680 - 2008 Supplement #8	-4,351.44
Check	5/19/2009	32575	Philip Eckart	R034685 - 2008 Supplement #8	-5,069.14
Check	5/19/2009	32576	T R LOCKE & J BUCHANAN 2006 T...	R034690 - 2008 Supplement #8	-2,960.73
Check	5/19/2009	32578	HEARNE FAMILY PARTNERSHIP	R034697 - 2008 Supplement #8	-3,364.50
Check	5/20/2009	32719	T F R REALTY LP	R324549 - 2008 Supplement #8	-47,098.51
Check	5/20/2009	32721	BOHLS, LANIER & JANET	R327262 - 2008 Supplement #8	-3,011.01
Check	5/20/2009	32891	WHITESTONE RETAIL LTD	R442408 - 2007 Supplement #19	-2,958.50
Check	5/20/2009	32904	HD DEVELOPMENT PROPERTIES ...	R439074 - 2008 Supplement #8	-33,284.69
Check	5/20/2009	33008	DIONYSUS GROUP LLLP	R494488 - 2008 Supplement #8	-23,185.90
Check	5/22/2009	33013	Baltgem Development Corp. ETAL	R391716, R392261, R392263, ...	-168,354.65
Check	5/28/2009	33033	Chase Home Finance LLC	R430416 - Erroneous payment	-6,081.17
Total Refunds Payable - Taxpayers					-410,627.51
TOTAL					-410,627.51

Review and consider approving waiving of penalty and interest as requested by Tax Assessor/Collector

Commissioners Court - Regular Session

Date: 06/23/2009

Submitted By: Kathryn Morehouse, County Tax Assessor Collector

Submitted For: Deborah Hunt

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Consider approving the Waiver of Penalty and Interest to customers as requested by the Williamson County Tax Assessor/Collector

Background

In accordance with Section 33.011 of the Texas Property Tax Code. "The Governing body of a taxing unit shall waive penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of any officer, employee, or agent of the taxing unit of the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before the delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Waiver of P&I Jun 16 09](#)

Link: [Waiving P&I Jun 16 09](#)

Form Routing/Status

Form Started By: Kathryn Morehouse Started On: 06/16/2009 11:19 AM

Final Approval Date: 06/17/2009

Williamson County

Tax Assessor/Collector

Deborah M. Hunt, CTA

Date: June 19, 2009

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Subject: Waiver of Penalty & Interest

In accordance with Section 33.011 of the Texas Property Tax Code, "The Governing Body of a taxing unit shall waive penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

Main Office and Mailing Address:

710 South Main Street, Ste. #102
Georgetown, Texas 78626
Phone: (512) 943-1601
Fax: (512) 943-1618
www.williamson-county.org

Annex Locations:

211 Commerce Blvd., Ste. #101 Round Rock, Texas 78664 Phone: (512) 248-3278 Fax: (512) 248-3253	350 Discovery Blvd., Ste. #101 Cedar Park, Texas 78613 Phone: (512) 260-4290 Fax: (512) 260-4295	412 Vance St., Ste. #1 Taylor, Texas 76574 Phone: (512) 352-4140 Fax: (512) 352-4143
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Account #	NAME	P&I	Description
R368309	Dunn, Bobby & June	\$52.32	Installment payment plan had been incorrectly applied due to incorrect information provided by the taxpayer. Waive P & I due to error.

Preliminary Plat Review/Klepzig Subdvision
Commissioners Court - Regular Session

Date: 06/23/2009
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider preliminary plat approval for Klepzig Subdivision, Pct. 4.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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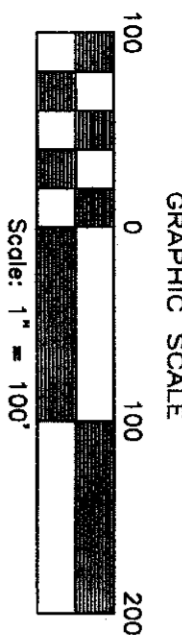
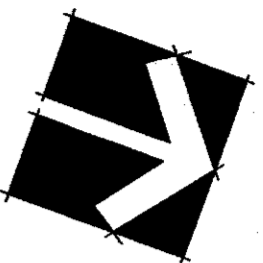
Attachments

Link: [Klepzig Preliminary Plat](#)

Form Routing/Status

Form Started By: Nickey Lawrence Started On: 06/18/2009 11:35 AM
Final Approval Date: 06/18/2009

PRELIMINARY PLAT OF
KLEPZIG SUBDIVISION
15.47 ACRES OUT OF THE JOHN MCQUEEN SURVEY, ABSTRACT NO. 428, WILLAMSON COUNTY, TEXAS



BEARINGS CITED HEREON BASED ON GRID
NORTH, TEXAS STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE NAD83(93).

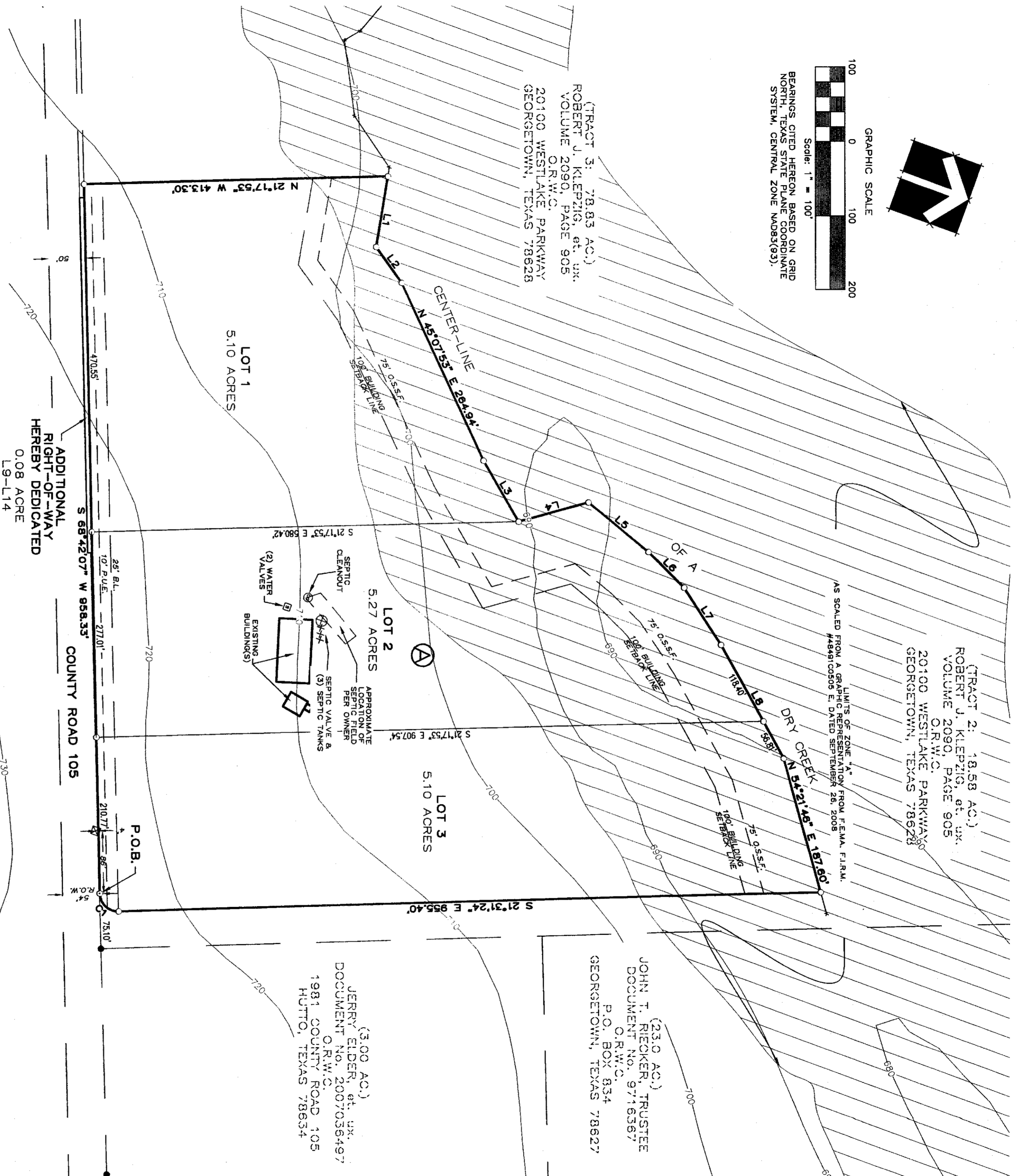
(TRACT 2: 18.58 AC.)
ROBERT J. KLEPZIG, et. ux.
VOLUME 2090, PAGE 905
O.R.W.C.
20100 WESTLAKE PARKWAY
GEORGETOWN, TEXAS 78628

LIMITS OF ZONE "A"
AS SCALED FROM A GRAPHIC REPRESENTATION FROM F.E.M.A. F.I.R.M.
#4849100505 E, DATED SEPTEMBER 26, 2008

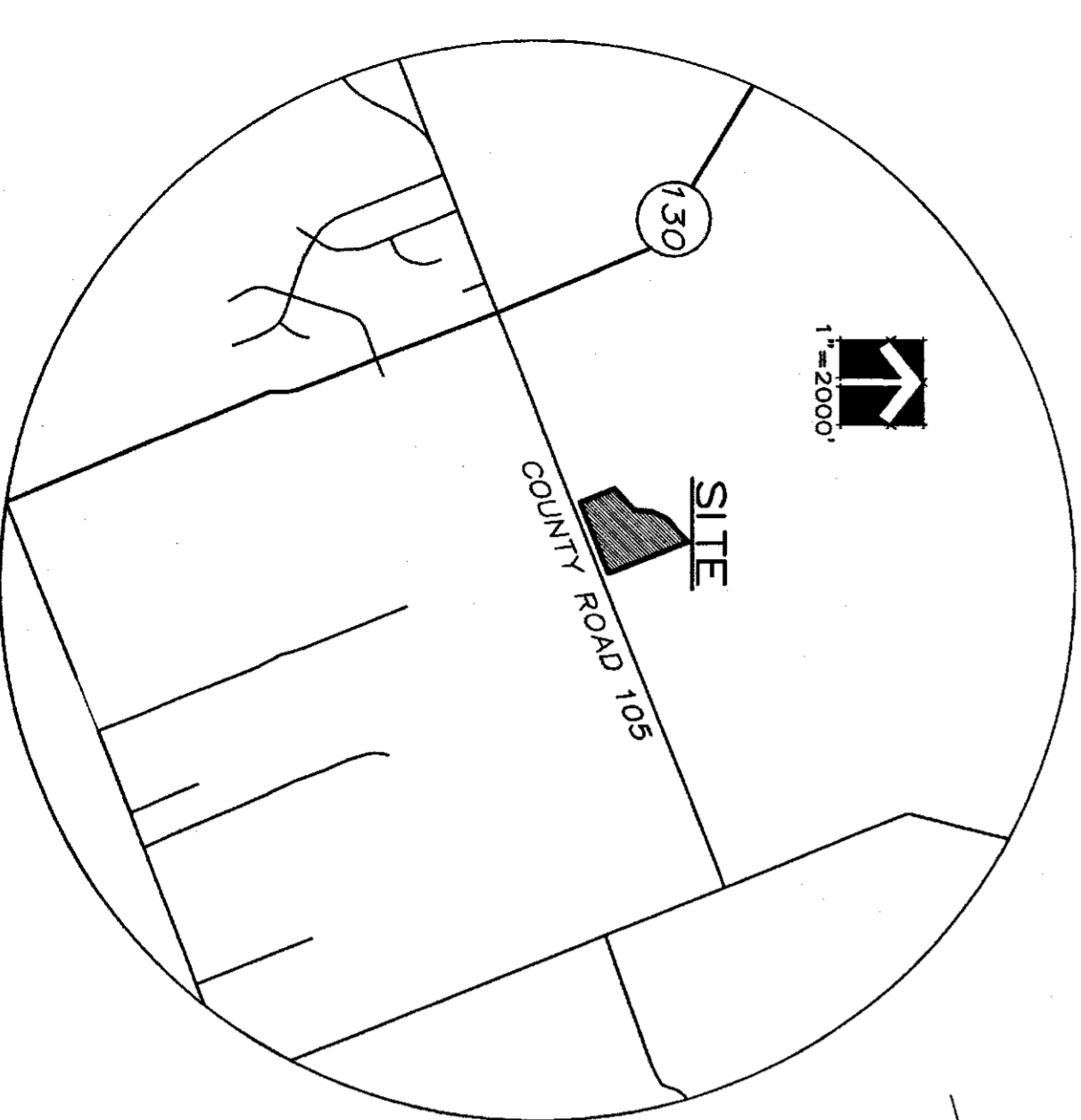
(TRACT 3: 78.83 AC.)
ROBERT J. KLEPZIG, et. ux.
VOLUME 2090, PAGE 905
O.R.W.C.
20100 WESTLAKE PARKWAY
GEORGETOWN, TEXAS 78628

(23.0 AC.)
JOHN T. RIECKER, TRUSTEE
DOCUMENT NO. 9716367
O.R.W.C.
P.O. BOX 834
GEORGETOWN, TEXAS 78627

(3.00 AC.)
JERRY ELDER, et. ux.
DOCUMENT NO. 2007036497
O.R.W.C.
1981 COUNTY ROAD 105
HUTTO, TEXAS 78634



SITE MAP



DAN A. GATTIS, et. ux.
VOLUME 498, PAGE 634
O.R.W.C.
1850 COUNTY ROAD 105
HUTTO, TEXAS 78634

TOTAL ACRES: 15.47 ACRES
NO. OF LOTS: 3 LOTS
NO. OF BLOCKS: 1
AREA OF SMALLEST LOT: 5.10 ACRES

OWNER: ROBERT J. KLEPZIG AND LINDA J. KLEPZIG
20100 WESTLAKE PKWY
GEORGETOWN, TX 78628
(512) 797-5814 / N/A fax

SURVEYOR: CASTLEBERRY SURVEYING, LTD.
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TX 78628
(512) 930-1600 / (512) 930-9389 fax

ENGINEER: COULTER ENGINEERING, INC.
595 ROUND ROCK WEST DRIVE, STE 101
ROUND ROCK, TX 78681
(512) 248-1800 / (512) 248-9903 fax

NUMBER	DIRECTION	DISTANCE
L1	N 79°53'25" E	96.37'
L2	N 34°30'44" E	59.70'
L3	N 40°01'12" E	95.39'
L4	N 35°13'01" W	98.68'
L5	N 19°24'48" E	105.87'
L6	N 24°56'59" E	68.16'
L7	N 36°48'52" E	92.01'
L8	N 40°54'44" E	175.21'
L9	S 21°17'53" E	0.20'
L10	S 68°33'02" W	459.58'
L11	S 21°21'03" E	4.69'
L12	S 68°39'32" W	480.75'
L13	N 21°17'53" W	6.46'
L14	N 68°42'07" E	940.33'

LINE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	90°13'31"	28.00	39.37	35.42	S 23°35'22" W

LEGEND

●	1/2" IRON PIN FOUND "CAPITAL SURVEYING CO. INC." (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET W/YELLOW PLASTIC CAP "CS. LTD."
⊗	CONCRETE MONUMENT FOUND
ⓐ	BLOCK IDENTIFIER
O.R.W.C.	OFFICIAL PUBLIC RECORDS WILLAMSON COUNTY
(xxx)	RECORD INFORMATION



Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600 / (512) 930-9389 fax
www.castleberysurveying.com

SHEET

1 OF 3

PRELIMINARY PLAT OF
KLEPZIG SUBDIVISION
15.47 ACRES OUT OF THE JOHN MCQUEEN SURVEY, ABSTRACT NO. 428, WILLAMSON COUNTY, TEXAS

PLAT NOTES:

1. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY/COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE ACQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
2. MAINTENANCE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
3. WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY AND O.S.S.F.
4. NO STRUCTURE OR LAND ON THIS BLUE-LINE (SURVEY) SHALL HEREFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLAMSON COUNTY FLOOD PLAN ADMINISTRATOR.
5. NO DEVELOPMENT SHALL BEGIN PRIOR TO ISSUANCE OF A FLOOD PLAN DEVELOPMENT PERMIT BY WILLAMSON COUNTY FLOOD PLAN ADMINISTRATOR FOR EACH LOT SPECIFIED.
6. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100 YEAR FLOOD PLAN LOCATED WITHIN THIS BLUE LINE (SURVEY), AN APPLICATION FOR FLOOD PLAN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE PROJECT AND EXTENT OF CHANGES, IF ANY, TO THE WATERCOURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLAMSON COUNTY FLOOD PLAN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
7. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
8. THIS TRACT LIES WHOLLY IN THE COUNTY OF WILLAMSON AND IS NOT LOCATED WITHIN THE EDWARDS ACQUIFER RECHARGE ZONE (EARZ).
9. CONTOUR ELEVATIONS SHOWN HEREON BASED ON DATA OBTAINED FROM TNRIS.
10. ON-SITE SEWAGE FACILITY (O.S.S.F.) MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

OWNER'S CERTIFICATION:

STATE OF TEXAS §
COUNTY OF WILLAMSON §
§ KNOW ALL MEN BY THESE PRESENTS:

THAT I, ROBERT J. KLEPZIG AND LINDA J. KLEPZIG, OWNER(S) OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN AN AFFIDAVIT RECORDED IN VOLUME 200, PAGE 905 OF THE OFFICIAL RECORDS OF WILLAMSON COUNTY, TEXAS, HEREBY REPLY, APPROVE, AND CONSENT TO ALL DEDICATIONS AND EASEMENTS SHOWN HEREON, AND HEREBY APPROVE THE RECORDED AND THIS SUBDIVISION PLAN AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS THE **KLEPZIG SUBDIVISION**.

I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS OWNER, NOT THE COUNTY'S RESPONSIBILITY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENDANGERED SPECIES ACT, STATE ACQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

ROBERT J. KLEPZIG
20100 WESTLAKE PKWY,
GEORGETOWN, TX, 78628

LINDA J. KLEPZIG
20100 WESTLAKE PKWY,
GEORGETOWN, TX, 78628

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY OF , 20 , PERSONALLY APPEARED ROBERT J. KLEPZIG & LINDA J. KLEPZIG, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY AND NOTARY STAMP

DATE NOTARY COMMISSION EXPIRES

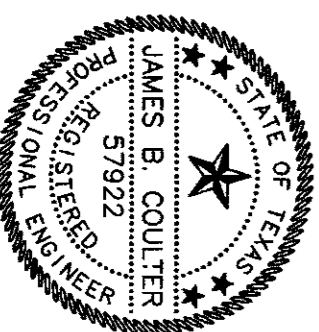
ENGINEER'S CERTIFICATION:

STATE OF TEXAS §
COUNTY OF WILLAMSON §
§ KNOW ALL MEN BY THESE PRESENTS:

I, JAMES B. COULTER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS ACQUIFER RECHARGE ZONE AND AREAS OF THIS SUBDIVISION ARE ENCLOSED BY "ZONE A," SPECIAL FLOOD HAZARD AREAS (UNDATED BY 100-YEAR FLOODS AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY-PANEL NUMBER 48491C0505 E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

JAMES B. COULTER
REGISTERED PROFESSIONAL ENGINEER NO. 57922
STATE OF TEXAS
DATE

Coulter
Engineering
CIVIL ENGINEERS
585 ROUND ROCK WEST DRIVE, STE. 101
ROUND ROCK, TEXAS 78881
(612) 248-1800 VOICE
(612) 248-9803 FAX



PERIMETER FIELD NOTES:

Being 15.47 acres of land situated in Williamson County, Texas out of the John McQueen Survey, Abstract No. 428, Williamson County, Texas and being a portion of that tract described as Tract 2: 18.38 acres and being a portion of that tract described as Tract 3: 78.85 acres in a Special Warranty granted to Robert J. Klepzig, et. ux. and recorded in Volume 2090, Page 905, Official Records of Williamson County, Texas and further described by metes and bounds as follows:

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in north margin of County Road 105 for the southeast corner of this tract, from which a 1/2" iron pin found for the southeast corner of said Tract 2 Klepzig tract bears N 68°40'7" E 75.10 feet;

THENCE, S 68°42'07" W along the north margin of said County Road 105 into said Tract 2 Klepzig tract with the south line of this tract at 247.85 feet passing the east line of said Tract 3 Klepzig tract and the west line of said Tract 2 Klepzig tract in all 958.33 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the southwest corner of this tract;

THENCE, N 21°17'53" W 409.85 feet into said Tract 3 Klepzig tract with the west line of this tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the center-line of a dry creek for the northeast corner of this tract;

THENCE, with the center-line of a dry creek and the north line of this tract in the following ten (10) courses:

1. N 79°33'25" E 78.04 feet into said Tract 3 Klepzig tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
2. N 34°30'44" E 59.70 feet continuing into said Tract 3 Klepzig tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
3. N 45°07'53" E 264.94 feet continuing into said Tract 3 Klepzig tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
4. N 40°01'12" E 95.39 feet continuing into said Tract 3 Klepzig tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
5. N N 35°13'01" W 98.69 feet continuing into said Tract 3 Klepzig tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
6. N 19°24'48" E across said Tract 3 Klepzig tract at 76.65 feet passing the west line of said Tract 2 Klepzig tract and the east line of said Tract 3 Klepzig tract in all 105.67 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
7. N 24°36'59" E 68.16 feet into said Tract 2 Klepzig tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
8. N 36°48'52" E 92.01 feet continuing into said Tract 2 Klepzig tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
9. N 40°54'44" E 175.21 feet continuing into said Tract 2 Klepzig tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
10. N 54°21'46" E 187.60 feet continuing into said Tract 2 Klepzig tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northeast corner of this tract;

THENCE, with the east line of this tract in the following two (2) courses:

1. S 21°31'24" E 955.40 feet continuing into said Tract 2 Klepzig tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
2. 39.37 feet along a curve to the right and concave to the northwest (Δ= 90°13'31", r= 25.00 feet, ie bears S 23°35'22" W 35.42 feet) across said Tract 2 Klepzig tract to the POINT OF BEGINNING.

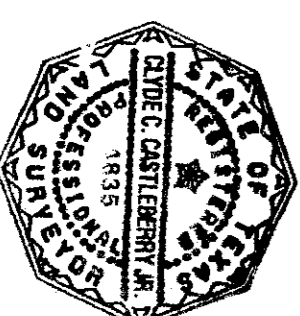
SURVEYOR'S CERTIFICATION:

STATE OF TEXAS §
COUNTY OF WILLAMSON §
§ KNOW ALL MEN BY THESE PRESENTS:

I, CLYDE C. CASTLEBERRY, JR., REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS 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 OR IMPROVEMENTS, OR ROADS IN LACE EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLAMSON COUNTY, TEXAS.

THE PERIMETER FIELD NOTES SHOWN HEREON HAVE A MATHEMATICAL CLOSURE WITHIN THE STANDARDS AS STATED IN THE "PROFESSIONAL LAND SURVEYING ACT" OF THE STATE OF TEXAS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLYDE C. CASTLEBERRY, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4835
STATE OF TEXAS
DATE



Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 803 - Georgetown, Texas 78628
(612) 930-1800/(612) 930-8358 fax
www.castleberrysurveying.com

PRELIMINARY PLAT OF
KLEPZIG SUBDIVISION
15.47 ACRES OUT OF THE JOHN MCQUEEN SURVEY, ABSTRACT NO. 428, WILLAMSON COUNTY, TEXAS

OWNERS' RESPONSIBILITY:

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

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.

HEALTH DISTRICT:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLAMSON COUNTY PRIVATE SEWAGE FACILITY REGULATIONS, CONSTRUCTION STANDARDS FOR ON SITE SEWAGE FACILITY REGULATIONS (TCEQ), FLOODPLAIN MANAGEMENT REGULATIONS FOR WILLAMSON COUNTY, REGULATIONS OF THE EDWARDS AQUIFER CHAPTER 313 SUBCHAPTER A SS131.1-313.15. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLAMSON COUNTY AND CITIES HEALTH PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

PAULO PINTO _____ DATE _____
DIRECTOR ENVIRONMENTAL SERVICES

ROAD WIDENING:

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL A 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 WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

COUNTY JUDGE'S APPROVAL:

STATE OF TEXAS §
COUNTY OF WILLAMSON § KNOW ALL MEN BY THESE PRESENTS:

I, DAN A. GATTIS, COUNTY JUDGE OF WILLAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT WITH FIELD NOTES HERON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLAMSON COUNTY, TEXAS, AND BY THE SAID COURT AND RECORDED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLAMSON COUNTY, TEXAS.

DAN A. GATTIS, COUNTY JUDGE DATE APPROVED DATE SIGNED
WILLAMSON COUNTY, TEXAS

LIEN FREE RIGHT OF WAY:

ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

COUNTY CLERK'S APPROVAL:

STATE OF TEXAS §
COUNTY OF WILLAMSON § KNOW ALL MEN BY THESE PRESENTS:

MAIL BOXES:
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 TPOOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLAMSON COUNTY.

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 ____, 20__, A.D., AT ____ O'CLOCK, __.M., AND DULY RECORDED THIS THE DAY OF ____, 20__ A.D., AT ____ O'CLOCK, __.M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET ____ SLIDE ____.

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.

WILLAMSON COUNTY 911 ADDRESSING:
ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS ____ DAY OF ____, 20__ A.D.

WILLAMSON COUNTY ADDRESS COORDINATOR

NANCY RISTER, CLERK COUNTY COURT
OF WILLAMSON COUNTY, TEXAS

BY: _____ DEPUTY

TBG Roadside Landscape Specifications PSA
Commissioners Court - Regular Session

Date: 06/23/2009
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving TBG Partners Professional Service Agreement (PSA) for the development of roadside landscape specifications for county roads.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: [TBG RLS PSA](#)
Link: [TBG RLS development WA #1](#)
Link: [TBG RLS Reagan Analysis WA #2](#)
Link: [TBG Qualifications Statement-Appendix B](#)
Link: [TBG Certificate of Liability Insurance](#)
Link: [TBG W-9](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Hal Hawes	Hal Hawes	06/10/2009 01:46 PM	APRV
2		Jim Gilger	Jim Gilger	06/11/2009 09:51 AM	APRV
3		County Judge Exec Asst. Wendy Coco		06/11/2009 09:59 AM	APRV

Form Started By: Marie Walters
Started On: 06/10/2009 01:33 PM

Final Approval Date: 06/11/2009

Contract No. Roadside Landscape Specifications
TBG Partners Checklist



Prior to Initiation of Work

- ☒ Signed and Executed Agreement
- ☒ Scope of Services – Appendix A
 - ☐ Exhibit A – Services to be provided by County
 - ☐ Exhibit B – Services to be provided by Landscape Architect
 - ☐ Exhibit C – Work Schedule
 - ☐ Exhibit D – Fee Schedule
- ☒ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Landscape Architect – Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☒ Work Authorization - Attachment B to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Landscape Architect by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: _____
- ☒ Contractors Qualification Statement – Appendix B
- ☒ Insurance
 - ☐ Worker's Compensation
 - ☐ Commercial General Liability Insurance
 - ☐ Automobile Liability Insurance
 - ☐ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

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

Contract No. _____

Notices (as applicable)

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

Documentation for Payment

- ☐ Internal Revenue Form W-9 — attached
- ☐ Invoice for Services Rendered
 - ☐ Supporting Documentation
 - ☐ Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - ☐ Proof of prior payment by Landscape Architect of Reimbursables

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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 The Broussard Group, Inc., dba TBG Partners (**the "Landscape Architect"**). 

WHEREAS, **County** proposes to construct future roadway landscapes within the R.O.W. based on ecologically-based and context sensitive designed landscape practices and specifications.

WHEREAS, **County** desires to obtain professional services for County Road Roadside Landscape Specifications (**the "Project"**);

WHEREAS, **Landscape Architect** has the professional ability and expertise to fulfill the requirements of the **Project**, and to counsel **County** in the selection and analysis of cost-effective alternatives.

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

Section I
Employment of the Landscape Architect

County agrees to employ **Landscape Architect** and **Landscape Architect** agrees to perform professional Landscape Architecture services for the **Project** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (**individually or collectively the "County Judge"**). The **County Judge** shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Landscape Architect

- A. In consideration of the compensation herein provided, **Landscape Architect** shall perform professional Landscape Architecture services for the **Project**, which are acceptable to the **County Judge**, based on standard Landscape Architecture practices and the scope of work described on the Exhibits attached to this Agreement. **Landscape Architect** shall also serve as **County's** professional Landscape Architect in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Landscape Architect's** services.

- B. **Landscape Architect** shall not commence work until **Landscape Architect** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A and Attachment B to Exhibit I.
- C. **County** shall provide **Landscape Architect** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Landscape Architect**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Landscape Architect**.
- D. **Landscape Architect** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Landscape Architect** shall submit its work products to **County** for review at regular intervals.

5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.


Section III
Fee schedule

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

Section IV
Period of Service

- A. **Landscape Architect** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Landscape Architect** shall complete all design work as described in the Scope of Services within 365 calendar days from receipt by **Landscape Architect** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **Landscape Architect** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Landscape Architect's** or **County's** reasonable control. Upon the discovery of such an event, **Landscape Architect** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement

resumed in full force and effect within sixty (60) days of receipt by **Landscape Architect** of written Notice of Reinstatement from **County**. **Landscape Architect**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Landscape Architect's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Landscape Architect** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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

Section V

Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Landscape Architect's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Landscape Architect** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the **County Judge** in substantially the form of Attachment A and Attachment B to Exhibit I.
- C. **Landscape Architect** shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that **Landscape Architect** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. **Landscape Architect** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Landscape Architect's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Landscape Architect** shall cooperate and coordinate with **County's** staff, and other Landscape Architects and contractors as reasonable and necessary and as required by the **County Judge**.

Section VI

Review of Work Product

- A. **Landscape Architect's** Landscape Architectural work product will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "Landscape Architectural work products"), shall be submitted by **Landscape Architect** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the Landscape Architectural work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the Landscape Architectural work products in compliance with the requirements of this Agreement. The completeness of any Landscape Architectural work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Landscape Architect** in writing within such 30-day period if such work product has been found to be incomplete.

- C. If the submission is complete, **County** shall notify **Landscape Architect** and **County's** technical review process will begin.
- D. If the submission is incomplete, **County** shall notify **Landscape Architect**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
- E. **County** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to **Landscape Architect**, who shall perform any required work and resubmit it to **County**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County Judge's** opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, **Landscape Architect** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the **County Judge**. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final Landscape Architectural work products, **Landscape Architect** shall without additional compensation perform any work required as a result of **Landscape Architect's** development of the products which is found to be in error or omission due to **Landscape Architect's** negligence. However, any work required or occasioned for the convenience of **County** after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Landscape Architect's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Landscape Architect**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII

Revision to Work Product

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

Landscape Architect, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII
Landscape Architect's Responsibility and Liability

- A. **Landscape Architect** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Landscape Architect** shall inform **County** of such event within five working days.
- B. **Landscape Architect** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County Judge** regarding county permitting or similar requirements properly waivable by the **County Judge**.
- C. Acceptance and approval of the final plans by **County** shall not release **Landscape Architect** of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by **County** shall be an assumption of responsibility or liability by **County** for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by **Landscape Architect**.
- D. **LANDSCAPE ARCHITECT** SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS **COUNTY**, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF **LANDSCAPE ARCHITECT** OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, **LANDSCAPE ARCHITECT** SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.
- E. **Landscape Architect's** opinions of probable **Project** cost or construction cost represent **Landscape Architect's** professional judgment as a design professional familiar with the construction industry, but **Landscape Architect** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from **Landscape Architect's** opinions of probable cost.
- F. **Landscape Architect** shall perform all services and responsibilities required of **Landscape Architect** under this Agreement using at least that standard of care which a reasonably prudent Landscape Architect in Texas, who is licensed by the State Board of Landscape Architects, as applicable, would use in similar circumstances.

- G. **Landscape Architect** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that **Landscape Architect** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of **County**, to perform the services when and as required and without delays. It is understood that **County** will approve assignment and release of all key **Landscape Architect** and professional personnel.
- H. All employees of **Landscape Architect** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of **Landscape Architect**, who in the opinion of **County** is incompetent or whose conduct becomes detrimental to the work or coordination with **County**, shall upon **County's** and/or **County Judge's** request be immediately removed from association with the **Project**.
- I. **Landscape Architect** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. **Landscape Architect** shall place his Texas Professional Landscape Architect's seal of endorsement on all documents and Landscape Architectural data furnished to **County**, as required by law. ✓
- K. **Landscape Architect** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of **Landscape Architect** shall be classified as an employee of **County**.

Section IX Ownership of Documents

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

County, and **County's** respective Landscape Architects and contractors, without the specific written consent of **Landscape Architect**. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X

Maintenance of and Right of Access to Records

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

Section XI

Miscellaneous

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and

construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

- B. ***Venue and Governing Law.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. ***Equal Opportunity in Employment.*** *Landscape Architect* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. ***Certificate of Landscape Architect.*** *Landscape Architect* certifies that neither *Landscape Architect* nor any members of *Landscape Architect's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for *Landscape Architect*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for *Landscape Architect*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

LANDSCAPE ARCHITECT:

The Broussard Group, Inc., dba TBG Partners
901 South MoPac Expressway
Building Two, Suite 350
Austin, Texas 78746
Attn: Sean Compton

COUNTY: Williamson County Judge
Dan Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626
Attn: File No. _____

and to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
14 Galloping Road
Round Rock, Texas 78681
Attn: James Klotz, P.E.

and to: _____

A red checkmark is located to the right of the 'with copy to' section. Below it, a red signature is written vertically.

- F. **Insurance Requirements.** *Landscape Architect* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Landscape Architect* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Landscape Architect* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Landscape Architect* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Landscape Architect* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Landscape Architect* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

- J. **Taxpayer Identification.** *Landscape Architect* shall provide to *County Judge* upon submittal of *Landscape Architect's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Landscape Architect* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Landscape Architect* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Landscape Architect* 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 *Landscape Architect*), whether or not it results from or involves any action or failure to act by the *Landscape Architect* or any employee or agent of the *Landscape Architect* and which arises in any manner from the performance of this Agreement, the *Landscape Architect* 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 *Landscape Architect* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Landscape Architect*, 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 *Landscape Architect's* performance of work under this Agreement.
- M. **Definition of Landscape Architect.** The term "*Landscape Architect*" as used herein is defined by the State of Texas.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement 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 Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that *Landscape Architect* is a corporation, duly authorized to transact and do business in the State of Texas. ✓
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

- R. ***Independent Contractor Relationship.*** Both parties hereto, 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.
- S. ***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 **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.
- T. ***Interest and Late Payments.*** **County's** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **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 **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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.
- U. ***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 **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

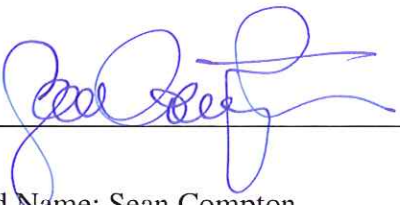
County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

- V. **Acknowledgement.** As a duly authorized representative of **Landscape Architect**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Landscape Architect** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I through XI of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Landscape Architect** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Landscape Architect**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this _____ day of _____, 200____.

THE LANDSCAPE ARCHITECT:

The Broussard Group, Inc., dba
TBG Partners:

BY:  _____

Printed Name: Sean Compton

Title: Principal

WILLIAMSON COUNTY

BY: _____

Williamson County Judge

Reviewed as to Form By:

Assistant County Attorney

Funds Verified By:

County Contracts
Management Auditor

OK
my

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

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

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$214,460.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Landscape Architect* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Landscape Architect's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Landscape Architect* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Landscape Architect*. 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 *Landscape Architect's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Landscape Architect* have signed the Work Authorization. All work must be completed on or before the

completion date specified in the Work Authorization. The ***Landscape Architect*** shall promptly notify the ***County*** of any event which will affect completion of the Work Authorization, although such notification shall not relieve the ***Landscape Architect*** from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The ***Landscape Architect*** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 ***Landscape Architect*** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, ***Landscape Architect*** shall not be compensated for work made necessary by ***Landscape Architect's*** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "***Compensation Cap***") is \$500,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the ***Compensation Cap***.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

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

EXHIBIT II

HOURLY RATES

1. Project Principal	\$150
2. Project Manager	\$100
3. Landscape Architect	\$80
4. Communication Design and Public Involvement Specialist	\$90
5. Junior Design and Public Involvement Specialist	\$60
6. Environmental Designer	\$70
7. Drafting / Technician	\$50
8. Clerical/Administrative	\$45
9. Expert Witness Testimony	\$350

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Landscape Architect* for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *Landscape Architect* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *County Judge*.
4. In the event of any dispute over the classification of *Landscape Architect's* services as either basic or additional services, the decision of the *County Judge* shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Landscape Architect* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Landscape Architect* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Landscape Architect* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Landscape Architect* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, *Landscape Architect* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Landscape Architect* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Landscape Architect* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Landscape Architect* of any and all rights or claims to collect the fee that *Landscape Architect* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Landscape Architect* to follow upon receipt of Notice of Suspension:

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

Procedures for ***Landscape Architect*** to follow upon exercise of right to terminate for substantial failure of ***County*** to perform:

1. In the event that ***Landscape Architect*** exercises such right to terminate, within thirty (30) days after receipt by ***County*** of ***Landscape Architect's*** Notice of Termination, ***Landscape Architect*** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to ***County*** as a pre-condition to final payment. Upon the above conditions being met, ***County*** shall pay ***Landscape Architect*** for approved services actually performed under this Agreement, less previous payments.
3. Failure by ***Landscape Architect*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Landscape Architect*** of any and all rights or claims to collect the fee that ***Landscape Architect*** may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. ***Landscape Architect*** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ***Landscape Architect*** 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. ***Landscape Architect*** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. ***Landscape Architect*** will, in all solicitations or advertisements for employees placed by or on behalf of ***Landscape Architect***, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. ***Landscape Architect*** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of ***Landscape Architect's*** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. ***Landscape Architect*** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the ***Project***, ***Landscape Architect*** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the ***County*** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. ***Landscape Architect*** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of ***Landscape Architect's*** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and ***Landscape Architect*** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. ***Landscape Architect*** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. ***Landscape Architect*** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event ***Landscape Architect*** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by ***County*** or Federal Agency, ***Landscape Architect*** may request ***County*** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS

During the life of this Agreement, *Landscape Architect* agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate. *Landscape Architect* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.00.
- E. In the event *Landscape Architect* is self-insured in connection with any or all of the above-required insurance policies, *Landscape Architect* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

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

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

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the *Landscape Architect*, that no provision of this Professional Services Agreement shall be construed to require the *County* or the *County Judge* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

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

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

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

SCOPE OF SERVICES

PROJECT APPROACH

This approach seeks to minimize adverse effects that roadside landscaping will have on long term maintenance budgets and on the environment by employing techniques such as the use of native plants, construction practices that minimize adverse effects on natural habitats, and implementing water-efficient strategies.

An ecologically-based context sensitive design approach is proposed to analyze current landscape specifications that the County uses; propose new landscape specifications to address the four eco-regions specific to Williamson County; analyze the current roadside conditions on Ronald Reagan Boulevard and make landscape restoration recommendations.

This approach will provide the County an organized menu list of specifications, based on established ecological criteria published by the EPA, by providing a native plant palette that is ecologically appropriate with the environmental conditions of the four eco-regions.

Roadway budget decisions are primarily based on initial cost of construction, ease of operation and safety to the roadway user – all highly practical considerations. Consequences of these decisions on the long term impacts on the roadside landscape environment are less apparent. Measurement of the present value of management and maintenance practices need also consider future economic and environmental costs.

This approach integrates the following specialties:

- A. Expert knowledge of plant ecology, soil properties and natural processes
- B. Integration of roadside design and engineering, construction, and maintenance
- C. Expertise with developing cost and schedule estimates and associated documentation
- D. Understanding of local, state and federal statutes and regulations
- E. Application of current technologies and advanced management strategies
- F. Integration of local communities and roadway users needs
- G. Application of visual aesthetics
- H. Public education skills

Based on this project approach, the LANDSCAPE ARCHITECT consists of the following: TBG will provide roadside landscape design and sustainability services, Dr. John Walewski, Zachary Department of Civil Engineering, Texas A&M University will provide civil engineering and construction-related support. The Lady Bird Johnson Wildflower Center will provide plant ecology and natural processes support. Fugro Consulting will provide soils compaction analysis. Clean Scapes, LP will provide implementation, maintenance and cost estimation support.

Basic Services shall address the following:

TASK ONE: PROPOSED LANDSCAPE STANDARDS FOR WILLIAMSON COUNTY ROADSIDES

Description of Services

The Scope of Work to be performed by the LANDSCAPE ARCHITECT under this task will consist of an ecologically-based context sensitive design approach to analyze current landscape specifications that the County uses on County roadsides and propose new landscape specifications to address the eco-regions specific to Williamson County.

More specifically, the Scope of Work will consist of the following:

1. Prepare roadside landscape specifications for Williamson County addressing each of the four eco-regions within Williamson County. The emphasis of the specification rework will be on the Hill Country portion of the County. Hill Country eco-regions of Williamson County are as follows:
 - a. Balcones Canyonlands (part of the Edwards Plateau eco-region)
 - b. Limestone Cut Plain (part of the Cross Timbers eco-region)The eastern County eco-regions of Williamson County are as follows:
 - a. Northern Blackland Prairies (part of the Texas Blackland Prairies eco-region)
 - b. Southern Post Oak Savanna (part of the East Central Texas Plains eco-region)

2. Within each of the specifications (i.e., for each of the four eco-regions) the LANDSCAPE ARCHITECT will address the three topographic conditions that exist within each eco-region: upland areas, steep slopes and riparian areas.

The LANDSCAPE ARCHITECT will coordinate its work on the project with the County's General Consulting Engineer, as well as consult with the County's Director of Parks & Recreation and County Engineer.

Description of Services by the LANDSCAPE ARCHITECT

1. Project Management
This task will include the following activities:
 - a. Coordination with Williamson County and Williamson County representatives
 - b. Contract administration
 - c. Coordination with ecologist subconsultant
 - d. Coordination with construction-related subconsultant
 - e. Coordination with soils analyst subconsultant
 - f. Coordination with landscape implementation subconsultant

Deliverables: N/A

2. Prepare a landscape practices report. Provide a brief summary of current roadside landscape specifications and practices in Williamson County addressing materials, implementation and

maintenance. Summarize alternative approaches addressing ecologically-based context sensitive design conducted elsewhere as well as other investigative studies and precedence. The findings of this report will provide a basis for the proposed specifications.

Deliverables: A report describing past and current landscape practices for Williamson County roadsides and alternative, ecologically-based and context sensitive designed landscape practices conducted elsewhere. Meetings with County representatives (max of two (2) meetings) to review and evaluate findings and recommendations.

3. Prepare a general level ecological report describing the characteristics of the each of the four eco-regions in Williamson County.

Deliverables: A report describing the major ecological systems within the County. Meeting with County representatives (max of one (1) meeting) to review and evaluate findings and recommendations.

4. Prepare roadside landscape specifications for Williamson County addressing each of the four eco-regions within the County. This work will include specifications addressing the following categories:
 - a. Landscape material specifications, including soils, seed mixes and amendments. Ecologically-appropriate seed mixes shall be identified that provide for a reasonable rate of establishment, growing height, and reaction to disturbance
 - b. Specifications for the selection of and placement of proper soils and amendments
 - c. Landscape installation specifications
 - d. Specifications to address monitoring of landscape construction activities
 - e. Maintenance specifications, including mowing and weed and invasive plant management

The LANDSCAPE ARCHITECT will investigate the impacts that timing of landscape installation has on vegetative survival; i.e., considering the seasonal impacts to vegetative growth patterns. The investigation will determine whether landscape construction work should be separate and apart from completion of the roadway construction, how contractors might then be selected and recommend an appropriate procurement process.

A draft set of roadside landscape specifications and recommendations will be reviewed with County representatives and interested parties (as selected by the County) for review and comment. Interested parties may include such groups as the Texas AgriLIFE Extension/Williamson County Office, Wilco Master Gardeners, Native Plant Society, roadway engineers and contractors and other groups with interest in the project.

Based on comments from the County and interested parties identified above, a final draft of roadside landscape specifications will be prepared and submitted to the County for final review and comment. The LANDSCAPE ARCHITECT will incorporate comments from the County representatives and prepare a final set of specifications for submittal to the County.

Deliverables: Draft landscape specifications for each of the four eco-regions of Williamson County. Attend meetings with County officials and interested parties (max of ten (10) meetings) to discuss draft specifications and recommendations. Based upon the input, develop final landscape specifications for each of the four eco-regions of Williamson County.

5. Make recommendations for implementing a long term monitoring and assessment program for measuring the ecologically-based and context sensitive designed landscape practices and specifications. The goal of this program would be to evaluate the implementation and provide a process of making on-going adjustments the program.

Deliverables: Recommendations for monitoring program to evaluate the ecologically-based and context sensitive designed landscape practices and specifications.

6. Work with County officials to create a targeted public awareness program to solicit support and educate the community on the long term economic and ecological benefits of this approach. Prepare printed materials and slide presentations for County use to garner support for the program.
 - a. Prepare general use public awareness resource information, based on the findings and recommendations, for County's use in responding to questions and educating the community about the program.
 - b. Develop news release about the program for County use.
 - c. Conduct public meetings, along with County representatives, with selected roadway engineers and contractors to present the proposed specifications – and their benefits – and answer questions about the program.
 - d. Conduct meeting with County Engineer and department inspectors to present the proposed specifications.
 - e. Involve support groups (identified earlier in this task) who are likely to support this ecological approach. Conduct public awareness meetings with local groups, i.e., schools, Rotary Club, construction industry professionals, etc.

Deliverables: Provide public awareness support materials (resource information, news release). Attend public awareness meetings held in conjunction with County officials to promote the project and answer questions (max of ten (10) meetings).

TASK TWO: RONALD REAGAN BLVD - CURRENT ROADSIDE LANDSCAPE EVALUATION

Description of Services

The Scope of Work to be performed by the LANDSCAPE ARCHITECT under this task will consist of an ecologically-based context sensitive design approach to analyze the current roadside conditions on the Ronald Reagan Boulevard R.O.W. from FM 2243 to FM 2338 (the Project) and make landscape restoration and maintenance recommendations to the County.

The LANDSCAPE ARCHITECT will coordinate its work on the project with the County's General Consulting Engineer, as well as consult with the County's Director of Parks & Recreation and County Engineer.

Description of Services by the LANDSCAPE ARCHITECT

1. Project Management

This task will include the following activities:

- a. Coordination with Williamson County and Williamson County representatives
- b. Contract administration
- c. Coordination with ecologist subconsultant
- d. Coordination with construction-related subconsultant
- e. Coordination with soils analyst subconsultant
- f. Coordination with landscape implementation subconsultant

Deliverables: N/A

2. Conduct landscape evaluation of current project conditions.

- a. Visit the project site to conduct an inventory of existing grass types, percentage of vegetative cover, maintenance practices and overall health of the ecological systems. The site evaluation will also identify areas of excessive erosion and siltation and conduct agricultural and soil compaction tests (max 25 soil sample sites) to establish soil characteristics.
- b. Conduct a broad-level ecological inventory to identify and map the regional ecological systems and characteristics within the project.
- c. Review existing roadway construction drawings, specifications, reports and maintenance practices of the project to gain a better understanding of previous design and implementation approaches.
- d. Provide a brief summary of the findings and document the current conditions, accompanied by locations maps and photographic documentation.
- e. Submit findings to County and revise once based on County review and comment.

Deliverables: Documentation of the site vegetation inventory including species, degree of establishment, height, percentage of coverage and reaction to disturbance. Documentation of site attributes including slopes, uplands and riparian areas, areas of excessive erosion and siltation. Soils health report, including agricultural and compaction analysis of existing soils. An ecological inventory report describing the major ecological systems within the Project. Photo documentation of existing conditions. Meetings with County representatives (max of three (3) meetings) to review and discuss findings.

3. Prepare draft recommendations for restoration of the roadside landscape based on findings of project evaluation that address ecologic restoration, maintenance, roadway safety and aesthetic goals that are financially responsible. The LANDSCAPE ARCHITECT will address the three topographic conditions that exist within the project: upland areas, steep slopes and riparian areas. A draft set of the recommendations will be reviewed with County representatives.

Deliverables: Draft recommendations for restoration of the roadside landscape. Meetings with County representatives (max of three (3) meetings) to review and discuss findings.

4. Summarize findings in a preliminary restoration report. Resolve outstanding issues and consolidate the recommendations. This report will include restoration and maintenance recommendations for different ecological areas of the roadside that address site conditions on the project (i.e., slopes, drainage swales, medians, etc.). The report will include documentation that will address the following recommendations:
 - a. Identification of seed mixes and sourcing. Ecologically-appropriate seed mixes shall be identified that provide for a reasonable rate of establishment, growing height, and reaction to disturbance.
 - b. Selection of and application techniques of proper soil amendments and conditioning.
 - c. Landscape installation
 - d. Removal and/or reuse of the existing vegetation
 - e. Staging approach to restoration work.
 - f. Restoration construction timing. The LANDSCAPE ARCHITECT will study the timing of landscape installation – considering the seasonal impacts to vegetative growth patterns.
 - g. Storm water management
 - h. Watering requirements
 - i. Restoration monitoring
 - j. Maintenance recommendations, including mowing and weed and invasive plant management.

The preliminary restoration report will be reviewed with County representatives and interested parties (selected by the County) for final review and comment. Interested parties may include such groups as the Texas AgriLIFE Extension/Williamson County Office, Wilco Master Gardeners, Native Plant Society, roadway engineers and contractors and other groups with an interest in the project.

Deliverables: Preliminary restoration report. Attend meetings with County representatives and interested parties (max of five (5) to discuss restoration recommendations.

5. Prepare final report of restoration and maintenance recommendations to County. Make recommendations for implementing a long term monitoring and assessment program for measuring the proposed landscape practices. Incorporate comments from previous meetings with County. Prepare preliminary cost estimates and potential phasing strategies as well as strategies for implementation. Submit final report of recommendations to County.

Deliverables: Preliminary cost estimates. Implementation strategies. Recommendations for monitoring program to evaluate proposed landscape practices and specifications. Final restoration report. Revisions to final report once based on County comments.

Services not included:

This report does not constitute a final proposal for bidding and construction documents. Additional design documentation and specification requirements will be required prior to bid solicitation based on County direction.

ATTACHMENT A

WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and The Broussard Group, Inc., dba TBG Partners (*the "Landscape Architect"*).

Part 1. The *Landscape Architect* will provide the following Landscape Architecture services:

Services provided include an ecologically-based context sensitive design approach to analyze current landscape specifications that the County uses for County roadsides and propose new landscape specifications to address the four (4) eco-regions specific to Williamson County;.

This approach will provide the County an organized menu list of specifications, based on established ecological criteria published by the EPA, by providing a native plant palette that is ecologically appropriate with the environmental conditions of the four eco-regions.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$93,790.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate in 145 days, unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this ____ day of _____, 200__.

LANDSCAPE ARCHITECT:
The Broussard Group, Inc.,
dba TBG Partners

By: 
Signature

Sean Compton
Printed Name

Principal
Title

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

County Judge
Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Landscape Architect

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

OK


WORK AUTHORIZATION NO. 1
EXHIBIT A

SERVICES TO BE PROVIDED BY THE COUNTY

PROJECT: PROPOSED LANDSCAPE STANDARDS FOR WILLIAMSON COUNTY
ROADSIDES
COUNTY: WILLIAMSON

In conjunction with the services to be provided by the LANDSCAPE ARCHITECT, as described in Exhibit B, the County shall provide the following:

1. A General Consulting Engineer to serve as the primary point of contact for the LANDSCAPE ARCHITECT, through the County, for the project.
2. Timely reviews and approval of project submissions.
3. Timely decisions to maintain an agreed upon project schedule.

WORK AUTHORIZATION NO. 1
EXHIBIT B

SERVICES TO BE PROVIDED BY THE LANDSCAPE ARCHITECT

PROJECT: PROPOSED LANDSCAPE STANDARDS FOR WILLIAMSON COUNTY
ROADSIDES
COUNTY: WILLIAMSON

The Scope of Work to be performed by the LANDSCAPE ARCHITECT under this contract will consist of an ecologically-based context sensitive design approach to analyze current landscape specifications that the County uses on County roadsides and propose new landscape specifications to address the eco-regions specific to Williamson County.

More specifically, the Scope of Work will consist of the following:

1. Prepare roadside landscape specifications for Williamson County addressing each of the four eco-regions within Williamson County. The emphasis of the specification rework will be on the Hill Country portion of the County. Hill Country eco-regions of Williamson County are as follows:

- a. Balcones Canyonlands (part of the Edwards Plateau eco-region)
- b. Limestone Cut Plain (part of the Cross Timbers eco-region)

The eastern County eco-regions of Williamson County are as follows:

- a. Northern Blackland Prairies (part of the Texas Blackland Prairies eco-region)
- b. Southern Post Oak Savanna (part of the East Central Texas Plains eco-region)

2. Within each of the specifications (i.e., for each of the four eco-regions) the LANDSCAPE ARCHITECT will address the three topographic conditions that exist within each eco-region: upland areas, steep slopes and riparian areas.

The LANDSCAPE ARCHITECT will coordinate its work on the project with the County's General Consulting Engineer, as well as consult with the County's Director of Parks & Recreation and County Engineer.

Description of Services by the LANDSCAPE ARCHITECT

1. Project Management

This task will include the following activities:

- a. Coordination with Williamson County and Williamson County representatives
- b. Contract administration
- c. Coordination with ecologist subconsultant
- d. Coordination with construction-related subconsultant
- e. Coordination with soils analyst subconsultant

f. Coordination with landscape implementation subconsultant

Deliverables: N/A

2. Prepare a landscape practices report. Provide a brief summary of current roadside landscape specifications and practices in Williamson County addressing materials, implementation and maintenance. Summarize alternative approaches addressing ecologically-based context sensitive design conducted elsewhere as well as other investigative studies and precedence. The findings of this report will provide a basis for the proposed specifications.

Deliverables: A report describing past and current landscape practices for Williamson County roadsides and alternative, ecologically-based and context sensitive designed landscape practices conducted elsewhere. Meetings with County representatives (max of two (2) meetings) to review and evaluate findings and recommendations.

3. Prepare a general level ecological report describing the characteristics of the each of the four eco-regions in Williamson County.

Deliverables: A report describing the major ecological systems within the County. Meeting with County representatives (max of one (1) meeting) to review and evaluate findings and recommendations.

4. Prepare roadside landscape specifications for Williamson County addressing each of the four eco-regions within the County. This work will include specifications addressing the following categories:

- a. Landscape material specifications, including soils, seed mixes and amendments. Ecologically-appropriate seed mixes shall be identified that provide for a reasonable rate of establishment, growing height, and reaction to disturbance
- b. Specifications for the selection of and placement of proper soils and amendments
- c. Landscape installation specifications
- d. Specifications to address monitoring of landscape construction activities
- e. Maintenance specifications, including mowing and weed and invasive plant management

The LANDSCAPE ARCHITECT will investigate the impacts that timing of landscape installation has on vegetative survival; i.e., considering the seasonal impacts to vegetative growth patterns. The investigation will determine whether landscape construction work should be separate and apart from completion of the roadway construction, how contractors might then be selected and recommend an appropriate procurement process.

A draft set of roadside landscape specifications and recommendations will be reviewed with County representatives and interested parties (as selected by the County) for review and comment. Interested parties may include such groups as the Texas AgriLIFE

Extension/Williamson County Office, Wilco Master Gardeners, Native Plant Society, roadway engineers and contractors and other groups with interest in the project.

Based on comments from the County and interested parties identified above, a final draft of roadside landscape specifications will be prepared and submitted to the County for final review and comment. The LANDSCAPE ARCHITECT will incorporate comments from the County representatives and prepare a final set of specifications for submittal to the County.

Deliverables: Draft landscape specifications for each of the four eco-regions of Williamson County. Attend meetings with County officials and interested parties (max of ten (10) meetings) to discuss draft specifications and recommendations. Based upon the input, develop final landscape specifications for each of the four eco-regions of Williamson County.

5. Make recommendations for implementing a long term monitoring and assessment program for measuring the ecologically-based and context sensitive designed landscape practices and specifications. The goal of this program would be to evaluate the implementation and provide a process of making on-going adjustments the program.

Deliverables: Recommendations for monitoring program to evaluate the ecologically-based and context sensitive designed landscape practices and specifications.

6. Work with County officials to create a targeted public awareness program to solicit support and educate the community on the long term economic and ecological benefits of this approach. Prepare printed materials and slide presentations for County use to garner support for the program.

- g. Prepare general use public awareness resource information, based on the findings and recommendations, for County's use in responding to questions and educating the community about the program.
- h. Develop news release about the program for County use.
- i. Conduct public meetings, along with County representatives, with selected roadway engineers and contractors to present the proposed specifications – and their benefits – and answer questions about the program.
- j. Conduct meeting with County Engineer and department inspectors to present the proposed specifications.
- k. Involve support groups (identified earlier in this task) who are likely to support this ecological approach. Conduct public awareness meetings with local groups, i.e., schools, Rotary Club, construction industry professionals, etc.

Deliverables: Provide public awareness support materials (resource information, news release). Attend public awareness meetings held in conjunction with County officials to promote the project and answer questions (max of ten (10) meetings).

Exhibit C - Work Schedule
Work Authorization No. 1 - Proposed Landscape Standards for Williamson County

Actual Gantt Start Date: 6/29/09

PROJECT NAME: Work Authorization #1

					Year	2009		2009		2009		2009		2009		2009		2009		2009		2009		2009		2009			
					Month	Jun	Jul	Jul	Jul	Jul	Aug	Aug	Aug	Aug	Aug	Sep	Sep	Sep	Sep	Oct	Oct	Oct	Oct	Nov	Nov	Nov	Nov	Nov	Dec
					Week #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
WBS	TASKS	RESOURCE	PLANNED START DATE	PLANNED FINISH DATE	Calendar Days	6/29	7/6	7/13	7/20	7/27	8/3	8/10	8/17	8/24	8/31	9/7	9/14	9/21	9/28	10/5	10/12	10/19	10/26	11/2	11/9	11/16	11/23	11/30	12/7
1	Project Management		6/29/09	10/18/09	112																								
1.1	Coordination with County		6/29/09	10/18/09	112																								
1.2	Contract Administration																												
1.3	Coordination with Subconsultants																												
2	Landscape Practices Report		6/29/09	7/12/09	14																								
2.1	Prepare landscape practices report		6/29/09	7/12/09	14																								
2.2	Summarize current roadside practices																												
2.3	Summarize alternative approaches, investigative studies and precedence																												
3	Ecological Report		6/29/09	7/12/09	14																								
3.1	Prepare ecological report of each of the four eco-regions		6/29/09	7/12/09	14																								
3.2	of Williamson County																												
4	Draft - Roadside Landscape Specifications		7/13/09	8/9/09	28																								
4.1	Prepare roadside landscape specifications for each of the four eco-regi		7/13/09	8/9/09	28																								
4.2	of Williamson County																												
4.3	Investigate the impacts of timing of installation																												
4.4	Meetings - review draft recommendations with County/interested parties																												
5	Final - Roadside Landscape Specifications		8/10/09	9/6/09	28																								
5.1	Prepare final landscape specifications		8/10/09	9/6/09	28																								
6	Recommendations for Monitoring Program		9/7/09	9/20/09	14																								
6.1	Prepare recommendations for long term monitoring		9/7/09	9/20/09	14																								
6.2	and assessment program																												
7	Public Awareness Support Materials		9/7/09	9/20/09	14																								
7.1	Create targeted public awareness resource information		9/7/09	9/20/09	14																								
8	Attend Public Awareness Meetings		9/21/09	10/18/09	28																								
8.1	Conduct public meetings		9/21/09	10/18/09	28																								
8.2	Involve support groups																												

Timely reviews and approvals of project submissions are necessary to maintain the project schedule. Timely decisions are necessary to maintain the project schedule.

Outside delays do not count against work schedule; for example, if review of proposed specifications get delayed during public review, such actions shall not count against the work schedule for the project



Exhibit D - Fee Schedule

Work Authorization No. 1 - Proposed Landscape Standards for Williamson County

Prepared June 4, 2009

Task	Description	Project Principal \$150/hr	Project Manager \$100/hr	Landscape Architect \$80/hr	Communication Design and Public Involvement Specialist \$90/hr	Junior Design and Public Involvement Specialist \$60/hr	Environmental Designer \$70/hr	Drafting / Technician \$50/hr	Clerical / Administrative \$45/hr
Task 1	Project Management - 16 weeks								
A.	Coordination with County	6	10						6
B.	Contract Administration								
C.	Coordination with Subconsultants								
	Task 1 - Subtotal	\$900.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$270.00
	Task 1 - Grand Total	\$2,170.00							
Task 2	Landscape Practices Report - 2 weeks								
A.	Prepare landscape practices report	12	18	8				8	4
B.	Summarize current roadside practices								
C.	Summarize alternative approaches, investigative studies and precedence								
	Task 2 - Subtotal	\$1,800.00	\$1,800.00	\$640.00	\$0.00	\$0.00	\$0.00	\$400.00	\$180.00
	Task 2 - Grand Total	\$4,820.00							
Task 3	Ecological Report - 2 weeks								
A.	Prepare ecological report of each of the four eco-regions of Williamson County	6	12	6				16	4
	Task 3 - Subtotal	\$900.00	\$1,200.00	\$480.00	\$0.00	\$0.00	\$0.00	\$800.00	\$180.00
	Task 3 - Grand Total	\$3,560.00							
Task 4	Draft Roadside Landscape Specifications - 4 weeks								
A.	Prepare roadside landscape specifications for each of the four eco-regions of Williamson County	24	42	30			24	45	6
B.	Investigate the impacts of timing of installation								
D.	Meetings - review draft recommendations with County/Interested parties								
	Task 4 - Subtotal	\$3,600.00	\$4,200.00	\$2,400.00	\$0.00	\$0.00	\$1,680.00	\$2,250.00	\$270.00

Task 4 - Grand Total										\$14,400.00
Task 5	Final Roadside Landscape Specifications - 4 weeks									
A.	Prepare final landscape specifications									
		45								12
		\$5,750.00	\$5,200.00	\$2,880.00	\$0.00	\$2,240.00	\$1,200.00	\$0.00	\$540.00	
Task Task 5 - Subtotal										
Task Task 5 - Grand Total										\$18,810.00
Task 6	Recommendations for Monitoring Program - 2 weeks									
A.	Prepare recommendations for long term monitoring and assessment program									2
		8	14	10						
		\$1,200.00	\$1,400.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	
Task 6 - Subtotal										
Task 6 - Grand Total										\$3,490.00
Task 7	Public Awareness Support Materials - 2 weeks									
A.	Create targeted public awareness resource information									
		12	34	24	42					
		\$1,800.00	\$3,400.00	\$0.00	\$2,160.00	\$2,520.00	\$0.00	\$0.00	\$0.00	
Task 7 - Subtotal										
Task 7 - Grand Total										\$9,880.00
Task 8	Attend Public Awareness Meetings - 4 weeks									
A.	Conduct public meetings									
B.	Involve support groups									
		32	72	24	34					
		\$4,800.00	\$2,200.00	\$0.00	\$2,160.00	\$2,040.00	\$0.00	\$0.00	\$0.00	
Task 8 - Subtotal										
Task 8 - Grand Total										\$11,200.00
Subtotal - All Staff Hours										
		\$20,550.00	\$19,000.00	\$9,400.00	\$4,320.00	\$4,560.00	\$3,920.00	\$4,650.00	\$1,440.00	

TOTAL WORK AUTHORIZATION #1 COST - TBG PARTNERS

Direct Cost - Ecologist Subcontract with Lady Bird Johnson Wildflower Center	800.00
Task2 - Landscape practices report	4,150.00
Task 3 - Ecological report	3,200.00
Task 4 - Draft roadside landscape specifications	3,800.00
Task 5 - Final roadside landscape specifications	1,800.00
Task 6 - Recommendations for monitoring program	1,200.00
Task 8 - Attend public awareness meetings	
14,950.00	

\$64,840.00

Direct Cost - Construction-related Subcontract with Dr. John Walewski, Ph.D.	
Task2 - Landscape practices report	1,100.00
Task 3 - Ecological report	0.00
Task 4 - Draft roadside landscape specifications	1,800.00
Task 5 - Final roadside landscape specifications	2,200.00
Task 6 - Recommendations for monitoring program	850.00
	5,950.00
Direct Cost - Soils Analyst Subcontract with Fugro Consultants	
Task 4 - Draft roadside landscape specifications	500.00
	500.00
Direct Cost - Landscape Implementation Subcontract with Cleanscapes	
Task 4 - Draft roadside landscape specifications	650.00
Task 5 - Final roadside landscape specifications	1,100.00
	1,750.00
Direct Cost - Auto Mileage, Reproduction and Printing, Delivery	5,800.00
WORK AUTHORIZATION # 1 SUMMARY:	
Total Project Expense - TBS Partners	64,840.00
Total Project Expense - Subconsultants	23,150.00
Total Direct Expenses	5,800.00
Total Work Authorization # 1 Cost	93,790.00

ATTACHMENT B

WORK AUTHORIZATION NO. 2

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and The Broussard Group, Inc., dba TBG Partners (*the "Landscape Architect"*).

Part 1. The *Landscape Architect* will provide the following Landscape Architecture services:

Analyze the current roadside conditions on Ronald Reagan Boulevard from FM 2243 to FM 2338 and make landscape restoration recommendations to address the widespread and extensive erosion, as well as sediment runoff within the roadside areas.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$120,670.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate in 125 days, unless extended by a Supplemental Work Authorization.

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

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



EXECUTED this ____ day of _____, 200__.

LANDSCAPE ARCHITECT:
The Broussard Group, Inc.,
dba TBG Partners

COUNTY:
Williamson County, Texas

By: 
Signature

By: _____
Signature

Sean Compton
Printed Name

Printed Name

Principal
Title

County Judge
Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Landscape Architect

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

OK


WORK AUTHORIZATION NO. 2
EXHIBIT A

SERVICES TO BE PROVIDED BY THE COUNTY

PROJECT: LANDSCAPE RESTORATION RECOMMENDATIONS FOR RONALD
REAGAN BOULEVARD ROADSIDES
COUNTY: WILLIAMSON

In conjunction with the services to be provided by the LANDSCAPE ARCHITECT, as described in Exhibit B, the County shall provide the following:

1. A General Consulting Engineer to serve as the primary point of contact for the LANDSCAPE ARCHITECT, through the County, for the project.
2. Timely reviews and approval of project submissions.
3. Timely decisions to maintain an agreed upon project schedule.
4. Any existing roadway construction drawings, specifications and reports (i.e., geotechnical reports, tree surveys, etc.) related to the construction of Ronald Reagan Boulevard from FM 2243 to FM 2338.

WORK AUTHORIZATION NO. 2
EXHIBIT B

SERVICES TO BE PROVIDED BY THE LANDSCAPE ARCHITECT

PROJECT: LANDSCAPE RESTORATION RECOMMENDATIONS FOR RONALD
REAGAN BOULEVARD
COUNTY: WILLIAMSON

The Scope of Work to be performed by the LANDSCAPE ARCHITECT under this contract will consist of an ecologically-based context sensitive design approach to analyze the current roadside conditions on the Ronald Reagan Boulevard R.O.W. from FM 2243 to FM 2338 (the Project) and make landscape restoration and maintenance recommendations to the County.

The LANDSCAPE ARCHITECT will coordinate its work on the project with the County's General Consulting Engineer, as well as consult with the County's Director of Parks & Recreation and County Engineer.

Description of Services by the LANDSCAPE ARCHITECT

I. Project Management

This task will include the following activities:

- a. Coordination with Williamson County and Williamson County representatives
- b. Contract administration
- c. Coordination with ecologist subconsultant
- d. Coordination with construction-related subconsultant
- e. Coordination with soils analyst subconsultant
- f. Coordination with landscape implementation subconsultant

Deliverables: N/A

2. Conduct landscape evaluation of current project conditions.

- a. Visit the project site to conduct an inventory of existing grass types, percentage of vegetative cover, maintenance practices and overall health of the ecological systems. The site evaluation will also identify areas of excessive erosion and siltation and conduct agricultural and soil compaction tests (max 25 soil sample sites) to establish soil characteristics.
- b. Conduct a broad-level ecological inventory to identify and map the regional ecological systems and characteristics within the project.
- c. Review existing roadway construction drawings, specifications, reports and maintenance practices of the project to gain a better understanding of previous design and implementation approaches.

- d. Provide a brief summary of the findings and document the current conditions, accompanied by locations maps and photographic documentation.
- e. Submit findings to County and revise once based on County review and comment.

Deliverables: Documentation of the site vegetation inventory including species, degree of establishment, height, percentage of coverage and reaction to disturbance. Documentation of site attributes including slopes, uplands and riparian areas, areas of excessive erosion and siltation. Soils health report, including agricultural and compaction analysis of existing soils. An ecological inventory report describing the major ecological systems within the Project. Photo documentation of existing conditions. Meetings with County representatives (max of three (3) meetings) to review and discuss findings.

3. Prepare draft recommendations for restoration of the roadside landscape based on findings of project evaluation that address ecologic restoration, maintenance, roadway safety and aesthetic goals that are financially responsible. The LANDSCAPE ARCHITECT will address the three topographic conditions that exist within the project: upland areas, steep slopes and riparian areas. A draft set of the recommendations will be reviewed with County representatives.

Deliverables: Draft recommendations for restoration of the roadside landscape. Meetings with County representatives (max of three (3) meetings) to review and discuss findings.

4. Summarize findings in a preliminary restoration report. Resolve outstanding issues and consolidate the recommendations. This report will include restoration and maintenance recommendations for different ecological areas of the roadside that address site conditions on the project (i.e., slopes, drainage swales, medians, etc.). The report will include documentation that will address the following recommendations:

- a. Identification of seed mixes and sourcing. Ecologically-appropriate seed mixes shall be identified that provide for a reasonable rate of establishment, growing height, and reaction to disturbance.
- b. Selection of and application techniques of proper soil amendments and conditioning.
- c. Landscape installation
- d. Removal and/or reuse of the existing vegetation
- e. Staging approach to restoration work.
- f. Restoration construction timing. The LANDSCAPE ARCHITECT will study the timing of landscape installation – considering the seasonal impacts to vegetative growth patterns.
- g. Storm water management
- h. Watering requirements
- i. Restoration monitoring

- j. Maintenance recommendations, including mowing and weed and invasive plant management.

The preliminary restoration report will be reviewed with County representatives and interested parties (selected by the County) for final review and comment. Interested parties may include such groups as the Texas AgriLIFE Extension/Williamson County Office, Wilco Master Gardeners, Native Plant Society, roadway engineers and contractors and other groups with an interest in the project.

Deliverables: Preliminary restoration report. Attend meetings with County representatives and interested parties (max of five (5) to discuss restoration recommendations.

5. Prepare final report of restoration and maintenance recommendations to County. Make recommendations for implementing a long term monitoring and assessment program for measuring the proposed landscape practices. Incorporate comments from previous meetings with County. Prepare preliminary cost estimates and potential phasing strategies as well as strategies for implementation. Submit final report of recommendations to County.

Deliverables: Preliminary cost estimates. Implementation strategies. Recommendations for monitoring program to evaluate proposed landscape practices and specifications. Final restoration report. Revisions to final report once based on County comments.

Services not included: This report does not constitute a final proposal for bidding and construction documents. Additional design documentation and specification requirements will be required prior to bid solicitation based on County direction.

Exhibit C - Work Schedule
Work Authorization No. 2 - Landscape Restoration Recommendations for Ronald Reagan Boulevard

Actual Gantt Start Date: 6/29/09
PROJECT NAME: Work Authorization #2

					Year	2009		2009		2009		2009		2009		2009		2009		2009		2009		2009		2009			
					Month	Jun	Jul	Jul	Jul	Jul	Aug	Aug	Aug	Aug	Aug	Sep	Sep	Sep	Sep	Oct	Oct	Oct	Oct	Nov	Nov	Nov	Nov	Nov	Dec
					Week #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
WBS	TASKS	RESOURCE	PLANNED START DATE	PLANNED FINISH DATE	Calendar Days	6/29	7/6	7/13	7/20	7/27	8/3	8/10	8/17	8/24	8/31	9/7	9/14	9/21	9/28	10/5	10/12	10/19	10/26	11/2	11/9	11/16	11/23	11/30	12/7
1	Project Management		6/29/09	9/27/09	91																								
1.1	Coordination with County		6/29/09	9/27/09	91																								
1.2	Contract administration																												
1.3	Coordination with Subconsultants																												
2	Landscape Evaluation		6/29/09	7/19/09	21																								
2.1	Visit project site		6/29/09	7/19/09	21																								
2.2	Conduct ecological inventory																												
2.3	Review existing construction drawings																												
2.4	Provide summary of findings																												
2.5	Submit findings, meetings and revisions																												
3	Draft Recommendations for Restoration		7/20/09	8/9/09	21																								
3.1	Prepare Draft Recommendations for Restoration		7/20/09	8/9/09	21																								
4	Preliminary Restoration Report		8/10/09	8/30/09	21																								
4.1	Resolve outstanding issues		8/10/09	8/30/09	21																								
4.2	Summarize findings in a preliminary restoration report																												
4.3	Attend meetings with interested parties																												
5	Final Report - Restoration Recommendations		8/31/09	9/27/09	28																								
5.1	Prepare final report of restoration and maintenance recommendation:		8/31/09	9/27/09	28																								
5.2	Preliminary cost estimates																												
5.3	Implementation strategies																												
5.4	Submit report and revisions																												

Timely reviews and approvals of project submissions are necessary to maintain the project schedule. Timely decisions are necessary to maintain the project schedule.

Outside delays do not count against work schedule; for example, if review of proposed specifications get delayed during public review, such actions shall not count against the work schedule for the project

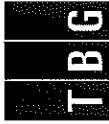


Exhibit D - Fee Schedule

Work Authorization No. 2 - Landscape Restoration Recommendations for Ronald Reagan Boulevard

Prepared June 4, 2009									
Task	Description	Project Principal \$150/hr	Project Manager \$100/hr	Landscape Architect \$80/hr	Communications Design and Public Involvement Specialist \$90/hr	Junior Design and Public Involvement Specialist \$60/hr	Environmental Designer \$70/hr	Drafting / Technician \$50/hr	Clerical / Administrative \$45/hr
Task 1	Project Management - 12 weeks								
A.	Coordination with County	8	10						12
B.	Contract administration								
C.	Coordination with Subconsultants								
Task 1 - Subtotal		\$1,200.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$540.00
Task 1 - Grand Total		\$2,740.00							
Task 2	Landscape Evaluation of Current Project Conditions - 3 weeks								
A.	Visit project site	32	72	68			90	80	
B.	Conduct ecological inventory								
C.	Review existing construction drawings								
D.	Provide summary of findings								
E.	Submit findings, meetings and revisions								
Task 2 - Subtotal		\$4,800.00	\$7,200.00	\$5,440.00	\$0.00	\$0.00	\$6,300.00	\$4,000.00	\$0.00
Task 2 - Grand Total		\$27,740.00							
Task 3	Draft Restoration Recommendations - 3 weeks								
A.	Prepare Draft Recommendations for Restoration	24	34	65			45	65	8
Task 3 - Subtotal		\$3,600.00	\$3,400.00	\$5,200.00	\$0.00	\$0.00	\$3,150.00	\$3,250.00	\$360.00
Task 3 - Grand Total		\$18,560.00							
Task 4	Preliminary Restoration Report - 3 weeks								
A.	Resolve outstanding issues	18	24	32	16	8	20	38	12
B.	Summarize findings in a preliminary restoration report								
C.	Attend meetings with interested parties								
Task 4 - Subtotal		\$2,700.00	\$2,400.00	\$2,560.00	\$1,440.00	\$480.00	\$1,400.00	\$1,900.00	\$540.00
Task 4 - Grand Total		\$13,420.00							
Task 5	Final Report of Restoration Recommendations - 3 weeks								

Prepared June 4, 2009

- A. Prepare final report of restoration and maintenance recommendations
- B. Preliminary cost estimates
- C. Implementation strategies
- D. Submit report and revisions

8	45	38			54	42	12
Task 5 - Subtotal	\$1,200.00	\$4,500.00	\$3,040.00	\$0.00	\$0.00	\$2,100.00	\$540.00
Task 5 - Grand Total	\$15,160.00						

Subtotal - All Staff Hours

\$13,500.00 \$18,500.00 \$16,240.00 \$1,440.00 \$480.00 \$14,630.00 \$11,250.00 \$1,980.00

TOTAL WORK AUTHORIZATION #2 COST - TBG PARTNERS

\$78,020.00

Direct Cost - Ecologist Subcontract with Lady Bird Johnson Wildflower Center
 Task 2 - landscape evaluation \$6,800.00
 Task 3 - Draft recommendations \$4,700.00
 Task 4 - Preliminary restoration report \$5,300.00
 Task 5 - Final report \$5,250.00
\$22,050.00

Direct Cost - Construction-related Subcontract with Dr. John Walewski, Ph.D.
 Task 2 - landscape evaluation \$850.00
 Task 3 - Draft recommendations \$2,200.00
 Task 4 - Preliminary restoration report \$1,200.00
 Task 5 - Final report \$1,900.00
\$6,150.00

Direct Cost - Soils Analyst Subcontract with Fugro Consultants
 Task 2 - landscape evaluation \$4,200.00
 Task 3 - Draft recommendations \$500.00
\$4,700.00

Direct Cost - Landscape Implementation Subcontract with Cleanscapes
 Task 2 - landscape evaluation \$650.00
 Task 3 - Draft recommendations \$800.00
 Task 4 - Preliminary restoration report \$900.00
\$2,350.00

Direct Cost - Auto Milage, Reproduction and Printing, Delivery, Laboratory Analysis
\$7,400.00

WORK AUTHORIZATION # 2 SUMMARY:

Total Project Expense - TBG Partners **\$78,020.00**

Total Project Expense - Subconsultants **\$35,250.00**

Total Direct Expenses **\$7,400.00**

Total Work Authorization # 2 Cost **\$120,670.00**

APPENDIX B

LANDSCAPE ARCHITECT'S QUALIFICATIONS STATEMENT



Our Company

COMPANY

Earl Broussard and Tom Afflerbach began TBG Partners in Austin, Texas, in 1987 on the core values of relationships, service and innovation. The firm's collaborative approach and creative abilities have produced great success over the years, and TBG has become known for providing exceptional service and developing distinguished projects. An employee-owned firm, TBG is comprised of four Texas offices served by a dedicated staff of 90 who are directed by the firm's 16 principals.

The professionals of TBG Partners pride themselves on creating long-lasting relationships with repeat clientele, and often integrate planning and landscape architecture studios to develop comprehensive project solutions. The firm works directly with clients and consultants to ensure effective team communication, enabling the successful incorporation of project elements and definitive character into dynamic plans. Whether designing or planning mixed-use communities, corporate or university campuses, city parks or innovative healthcare facilities, each project is driven by a shared vision

PRACTICE AREAS

TBG has extensive experience in providing successful planning solutions and landscape designs in several practice areas. Known for its exceptional service, TBG develops responsive designs in tandem with its clients' goals. TBG has considerable and growing experience in the following:

Communities	Sustainable design	Amenity centers
Urban development	Corporate	Parks and trails
High-density	Educational campuses	Historic restoration
Mixed-use and retail	Healthcare	Graphic design
Hospitality	Civic	Environmental graphics

LEADERSHIP

Earl Broussard, ASLA, AICP, LEED AP.....AUSTIN	Brenda Warner.....AUSTIN
Thomas Afflerbach, ASLA, LEED AP.....AUSTIN	Jim Manskey, ASLA.....DALLAS
Brian Ott, ASLA, LEED AP.....AUSTIN	Mark Meyer, ASLA.....DALLAS
Sean Compton, LEED AP.....AUSTIN	Bill Odle, ASLA.....HOUSTON
Daniel Woodroffe, ASLA.....AUSTIN	John Wallace, ASLA.....HOUSTON
Brent Spraggins, Architect.....AUSTIN	Drew Mengwasser, ASLA, LEED AP.....HOUSTON
Trent Rush, ASLA, LEED AP.....AUSTIN	Meade Mitchell, ASLA.....HOUSTON
Sarah Cash.....AUSTIN	Scott Weaver, ASLA, LEED AP.....SAN ANTONIO



Selected Project Experience

State Highway 6 Corridor Access Plan - Missouri City, Texas

Working with a group of stakeholders that includes the Texas Department of Transportation (TxDOT), TBG is developing a conceptual design and guidelines for five miles of roadway in Missouri City, Texas, that will help to improve safety and traffic flow, reduce motorist delay, identify short-term transportation improvements and assess long-term corridor needs as part of a contextually sensitive transportation solution. The plan will introduce medians into much of SH 6 that will incorporate native, low-maintenance plant material, ornamental trees, planters, pavers and lighting to create safe, usable and handsome streetscapes.

U.S. Highway 183 Business Corridor Enhancement Plan - Cedar Park, Texas

TBG designed visual and circulation improvements along a busy stretch of Old U.S. Highway 183 in Cedar Park's business district. Balancing community objectives for an easily maintainable and handsome roadway design with service objectives as part of a contextually sensitive approach, the site plans called for an improved aesthetic quality by reducing visual clutter through the use of traffic-screening techniques and uniform signage. Other important elements include the use of native plantings for attractive and easy upkeep and improving safety for users by eliminating curb-cuts and improving sidewalk circulation.

Sandy Lake Road - Coppell, Texas

The City of Coppell hired TBG to redesign an existing plan for its primary east/west road corridor, Sandy Lake Road, to reduce water usage and attendant maintenance costs. TBG implemented a plant material palette consisting of native trees, shrubs, ornamental grasses and other drought-resistant plantings, articulated by hard and soft indigenous materials such as crushed granite. TBG's resulting design was careful to balance the community's economic priorities with an emphasis on visual character through CSS-driven planning, which saved the city 75 percent in water costs, allowing it to go forward with the construction of the project.

City of Waxahachie - Broadhead Road and Parks School House Road - Waxahachie, Texas

TBG was selected to develop a landscape master plan and guidelines for streets throughout the city, including the design and construction observation for Broadhead and Parks School House roads master plan implementation. The existing streetways lie in a flood plain, creating a need for a sophisticated drainage solution. They will also run adjacent to new public schools, making the need for safe pedestrian travel paramount. TBG is preparing a design that will improve traffic circulation, providing safe opportunities for pedestrian and bicycle travel, and that will solve the drainage problem with a open drainage corridor that creates a scenic, linear green belt for a half-mile stretch along the roadway.

Temple Medical Education District First Street Corridor - Temple, Texas

TBG is working with the City of Temple to create a unified vision for its First Street corridor, a critical arterial within Temple that connects downtown to the City's growing Medical Education District. TBG led a city-wide charrette in which a vision was created for First Street to reconnect Temple College, Olin E. Teague Veterans Center and the Scott & White Memorial Hospital through a divided boulevard street, creating a pedestrian-level experience that will help catalyze current and future mixed-use growth.



An urban designer and landscape architect, Sean Compton is a leading practitioner of sustainable urbanism ranging in scale from city centers to rural village nodes. Sean leads the Austin studio of architects, urban designers and landscape architects with a holistic approach and a collaborative process. As a lifelong world traveler, Sean has acquired a deep understanding of ecological sustainability and mixed-use development through his practice in Asia, Europe and South Africa. Inspired by the common language of placemaking, his body of work remains rooted in creating places for people. His commitment to progressive planning extends to his leadership in the Central Texas chapter of the Congress for the New Urbanism.

EDUCATION

*International Business Studies,
Coastline College, 1991*

*Masters Program of Urban Studies,
University of Texas at San Antonio,
1982*

*Bachelor of Landscape Architecture
with Honors, Texas A&M University,
1980*

REGISTRATION

State of Texas, 1981

Institute of Southern Africa, 1984

USGBC LEED Accredited Professional

*TxDOT Precertification, 1.4.1 Land
Planning/Engineering*

SELECTED AFFILIATIONS

Congress for the New Urbanism (CNU)

US Green Building Council (USGBC)

Urban Land Institute (ULI)

*International Council of Shopping
Centers (ICSC)*

*American Society of
Landscape Architects (ASLA)*

Nature Conservancy of Texas

PROJECTS

Crestview Station TOD - Austin, Texas

Lakeshore District - Austin, Texas

*The University of Texas Brackenridge
Master Plan - Austin, Texas*

*Water Oak Conservation Development -
Georgetown, Texas*

Landmark - San Antonio, Texas

Lone Oak - Oklahoma City, Oklahoma

*Rathgeber Village at Mueller - Austin,
Texas*

Plum Creek - Kyle, Texas

*Jefferson Center - Austin, Texas**

*Asia & Pacific Trade Center - Osaka,
Japan**

*Kings Forest Resort - Brisbane, Australia**

*Pricia Takehara Resort - Hiroshima
Prefecture, Japan**

*Zimbali Resort - Durban, South Africa**

*Pakar Golf Resort - Bandung, Indonesia**

** Denotes projects prior to joining TBG*

SELECTED AWARDS

Plum Creek

*Envision Central Texas Community
Stewardship New Development Award
2006*

*Austin Business Journal Awards Master
Planned Community of the Year 2005*

*Cedar Park Town Center
American Planning Association, Austin
Chapter*

*Conservation Plan for the Uplands and
Sweetwater Ranch
American Society of Landscape
Architects, Merit Award*

*Jefferson Center
Austin Business Journal Awards, Best
Multi-Family*

*Met Center
Austin Business Journal Awards, Best
Commercial*

*Mpenjati Public Resort Design
Competition (South Africa), First Place*

APPOINTMENTS

*Congress for the New Urbanism (CNU)
Central Texas Board of Directors*

Program Chair: CNU XVI



EDUCATION

*Bachelor of Landscape Architecture,
Texas A&M University, 1991*

REGISTRATION

State of Texas, 1997

State of New York, 2008

*USGBC LEED Accredited Professional,
2003*

AFFILIATIONS

*American Society of
Landscape Architects (ASLA)*

Urban Land Institute (ULI)

*International Council of
Shopping Centers (ICSC)*

*US Green Building Council (USGBC)
Balcones Chapter Member*

Real Estate Council of Austin (RECA)

APPOINTMENTS

*The Trail Foundation Board Member,
2007-2008*

*Capitol City ASLA Secretary, 1997-
1998*

An experienced team leader, Brian has been an integral member of the Austin office for more than 18 years. As a LEED Accredited Professional, Brian employs proven and innovative techniques to create sustainable landscapes. Brian works on a broad range of project types including healthcare, mixed-use and civic projects and promotes sustainable building education among team members by incorporating sustainable approaches into each project.

PROJECTS

*Dell Children's Medical Center of
Central Texas - Austin, Texas*

*Ronald McDonald House of Charity -
Austin, Texas*

*St. Mary's Hospital for Children - Bayside,
New York*

Town Lake Park - Austin, Texas

*The University of Texas Lady Bird Johnson
Wildflower Center Children's Garden -
Austin, Texas*

*The University of Texas at Austin
Biomedical Sciences Building - Austin,
Texas*

*The University of Texas at Austin
Benedict Mezes Batts Renovation and
Plaza - Austin, Texas*

*Historic South Grounds of the Texas State
Capitol - Austin, Texas*

*Market Street The Woodlands -
The Woodlands, Texas*

The Domain II - Austin, Texas

*Wolf Ranch Retail Center - Georgetown,
Texas*

*Hyatt Regency Lost Pines Resort and
Spa - Bastrop, Texas*

*AMD Lone Star Corporate Campus -
Austin, Texas*

AWARDS

*Dell Children's Medical Center
ASLA Texas Chapter Honor Award 2008
Texas Construction Best of Award - Design
2007*

*Town Lake Park
ASLA Texas Chapter Honor Award 2008
Keep Austin Beautiful Beautification
Award 2007*

*Market Street The Woodlands
ASLA Texas Chapter Honor Award 2007
ICSC International Design and
Development Award 2006
Texas Construction Best of Award - Retail
2006
Houston Business Journal Landmark
Awards - Best Retail 2006*

PUBLICATIONS

*Brian Ott, "Sustainable Landscape Design
and Therapeutic Spaces," Environmental
Design + Construction, August 2008*

*Brian Ott, "New LEED Program to Take
Holistic Approach to Development,"
San Antonio Business Journal,
December 16, 2005*

*Brian Ott, "Hospital's Healing Garden
Seeks Platinum LEED Certification," Urban
Land, July 2004*

Landscape Consulting at the Lady Bird Johnson Wildflower Center

The Lady Bird Johnson Wildflower Center is an Organized Research Unit of the University of Texas at Austin. Our mission, *to increase the sustainable use and conservation of native wildflowers, plants, and landscapes*, drives our consulting activities and is the foundation upon which all of our projects are based. The consulting program applies the Center's science-based knowledge of native plants and ecological processes to our projects and serves as an education component of our mission. Our program uses fee-based consulting and field research in essentially a feedback loop: we apply techniques learned from research through our consulting activities and our consulting activities inform and raise new questions for further research.

The Wildflower Center typically works with other project partners in a team based decision-making system where input from all consultants is evaluated to make the best possible decision. We work closely with other consultants to assist them in regards to the environmental implications of their design decisions. Our projects integrate the most sustainable site design practices identified by the Sustainable Sites Initiative, a national "green building" tool for the landscape currently in development by the Wildflower Center in collaboration with the American Society for Landscape Architects (ASLA) and the United States Botanic Garden and experts in soils, hydrology, plants and materials from around the nation. The initial standards and guidelines for the Sustainable Sites Initiative available at www.sustainablesites.org are proving to be an invaluable resource for the consulting team.

A few technologies that have been applied through consulting projects are the first extensive green roof system in Austin for Stratus Properties as well as Low Impact Design Principles (LID) to address stormwater management for East Avenue (Concordia University redevelopment) to provide the first commercial bioswale and raingarden applications in Austin. Urban carbon sequestration and prairie restoration techniques have driven the innovative Mueller Airport Development design. As well, applied landscape restoration principles in the San Antonio Mission Reach Ecosystem Restoration and Recreation Project were used increase the hydraulic function of the river while also improving wildlife habitat and the potential for recreation.

Design interpretation materials such as drawing sets, specifications, and project reports are used to illustrate the Wildflower Center's design intent supported by site specific data such as infiltration rates, soil types, and existing vegetative cover. Because of the special nature of the construction methods needed to implement many of the designs, Wildflower Center consultants regularly visit the project site and provide construction oversight when necessary and additionally act as a liaison between the client and local governments in order to assure that environmental standards and requirements are met and in most cases surpassed. The Center also offers design/build capabilities where Wildflower Center consultants carry out the desired task. In some situations, Wildflower Center staff have served as field supervisors for installing contractors in order to both educate their crews as well as assure full compliance with design intent while adapting the design to site constraints.



Current Projects

1. **Advanced Micro Devices (AMD)** (Austin, TX) – Help design a sustainable corporate campus that is well situated into the local landscape utilizing 100% native plants in the landscape, captured rainwater for irrigation, and a number of non-structural approaches to stormwater mitigation utilizing native plants. We are also salvaging (digging and moving them to our nursery) a large number of the plants that need to be removed from the site for construction which we will later return and use in the landscape are post-construction restoration.
2. **East Avenue** (Austin, Texas) -- The site design for this 22-acre mixed use development incorporates state-of-the-art sustainable landscape practices that will improve water quality and reduce stormwater runoff despite increasing density from 65 to 85 percent. It will create the first urban commercial-scale rain garden in Austin.
3. **Mueller Southwest Greenway** (Austin, Texas) – Working with RVI Planning and Landscape Architecture, we assisted the design team at the inception through construction and oversight by providing sustainable, ecological expertise. Recreated a fully functioning prairie ecosystem and formal demonstration gardens where parking lots and airport infrastructure at Austin's downtown Mueller Municipal Airport once existed.
4. **San Antonio River Restoration** (San Antonio, Texas) – In partnership with Carter Burgess, we are designing the restoration of an 8 mile stretch of the San Antonio River for the U.S. Corps of Engineers. The restoration is south of downtown and will also serve as a linear greenbelt connecting four historic missions which are National Historic Parks.
5. **Shady Hollow Nature Area** (Austin, Texas) – We have designed and now maintain a 20-acre public natural area for the Shady Hollow Municipal Utility District.
6. **Walk for a Day Trail** (Central Texas) -- A regional trail called "Walk for a Day" is planned for Hays and Travis Counties. The proposed trail will cross the environmentally sensitive City of Austin Water Quality Protection Lands (WQPL). The Lady Bird Johnson Wildflower Center has been hired to identify a corridor through the WQPL that will minimize impacts to water quality and quantity and interference with land management activities while maximizing educational opportunities for trail users.
7. **Water Quality Protection Lands** (Austin, Texas) –The City of Austin Water Quality Protection Lands (WQPL) consist of 9075 acres purchased to provide the optimum level of clean water from project lands to recharge the Barton Springs segment of the Edwards Aquifer. In 1999 the Lady Bird Johnson Wildflower Center was part of a consortium of organizations that developed the land management plan for the WQPL. In 2008, the City of Austin hired the Lady Bird Johnson Wildflower Center to update the original plan to take into account new properties purchased and new land management research.
8. **West Bouldin Creek** (Austin, Texas) -- We will complete an Environmental Assessment, organize two stakeholder meetings, and design a complete master plan that incorporates ecosystem restoration with sustained and increased recreational uses.

Completed Projects

1. **Avery Ranch Golf Course** (Austin, Texas) – Designed and installed several wetland restoration projects, as well as revegetated the out of play areas with native wildflowers and grasses.
2. **Blue Hole Regional Park** (Wimberley, Texas) – Developed a site master plan, interpretive plan and restoration and management plan for this 129 acre recreational park and natural area for the Village of Wimberley. These plans include a significant public stakeholder process that we led.
3. **Denver Botanic Gardens at Chatfield** (Denver, Colorado) – We developed a site master plan and interpretive plan for this 800 acre satellite campus of the Denver Botanic Gardens.
4. **Escarpment Village Green Roof** (Austin, Texas) – We designed, installed and maintained Austin's first extensive green roof (8,000 ft. sq.) over this shopping area for Stratus Properties.
5. **Hwy 183 A Toll Road** (Austin, Texas) Working with the Central Texas Regional Mobility Authority, the Wildflower Center designed a lower maintenance roadside composed of native species which will also provide seasonal wildflower displays.
6. **Jacob's Well** (Wimberley, Texas) – In partnership with Lake Flato Architects, we developed a site master plan and restoration plan for this 50 acre property owned by the Wimberley Valley Watershed Association.
7. **Johnson Space Center** (Houston, Texas) – Developed an integrated landscape management plan that will help to reduce overall inputs (of labor, chemicals, and water) while increasing wildlife habitat at the Johnson Space Center location. Additionally, we designed and oversaw the installation of a 3 acre native plant garden at Rocket Park.
8. **LBJ National Historic Park** (Johnson City, Texas) – Developed an ecological restoration and management plan for a portion of the park.
9. **LBJ State Park** (Johnson City, Texas) – Developed and installed a wildflower meadow demonstration.
10. **Lost Creek Golf Course** (Austin, Texas) – Designed a program that took out of play areas (which were mowed turf) and converted them into native grasslands and wildflower meadows. This not only reduced maintenance costs and fertilizer inputs, but also improved the speed of play.
11. **Oak Point Park** (Plano, Texas) – In partnership with Carter Burgess, we developed a prairie restoration plan for this 800 acre park in North Texas.
12. **Schulle Canyon** (San Marcos, Texas) – In partnership with TruGreen construction, we designed an interpretive trail system for this city park.
13. **Texas Tech University at Junction** (Junction, Texas) – Developed an interpretive master plan for this 300+ acre facility in Central Texas.
14. **Town Lake Trail Healthy Trees Program** (Austin, Texas) – Conducted an inventory of trees health along Town Lake. This information was then used to coordinate arborist work on the most critical trees and volunteer work in removing poison ivy and grapevine where they threaten tree health or trail users.
15. **U.S. Army Reserve Center** (Seagoville, Texas) – In partnership with Parsons, Inc., we conducted a site analysis and designed a prairie restoration and management plan for this Army Reserve base.

John A. Walewski
Assistant Professor
Zachry Department of Civil Engineering
Texas A&M University
College Station, Texas 77843-3136 USA
Voice: (979) 862-5673; (512) 786-9345 (m)
Email: jwalewski@civil.tamu.edu
Website: <http://ceprofs.civil.tamu.edu/jwalewski>

EDUCATION

Doctor of Philosophy, Civil Engineering, May 2005
The University of Texas at Austin
Dissertation: "International Project Risk Assessment"
Advisor: Dr. G. Edward Gibson, Jr.

Certificate, May 2005
Doctoral Portfolio Program in Dispute Resolution
The University of Texas at Austin

Master of Urban Planning, 1993
University of Michigan, Ann Arbor, Michigan

Bachelor of Science, Building Construction Management, 1988
Bachelor of Landscape Architecture, 1988
Michigan State University, East Lansing, Michigan

Foreign Studies and Research

- Norwegian Science and Technical University, Trondheim, Norway, January to June 2004
- Warsaw Agricultural University, Warsaw, Poland, Summer 1992
- Tampereen University of Technology, Tampere, Finland, Summer 1989
- Gloucester College of Art and Technology, Gloucester, England, Fall 1984
- Instituto de Technologico, Merida, Mexico, Fall 1983

Awards, Fellowships, Scholarships, and Grants

- Alfred P. Sloan Foundation Industry Studies Dissertation Award Finalist, 2005
- Fulbright Fellowship, U.S. State Department and the Norwegian Fulbright Foundation, 2004
- Houston Marine Insurance Seminars Risk Management Scholarship, University of Texas McCombs School of Business, 2003
- ChevronTexaco Project Management Scholarship, 2001, 2003, 2004
- Richard and Shirley Tucker Endowed Scholarship in Construction Engineering and Project Management, 2002, 2003
- State Bar of Texas, Construction Law Section, Dispute Resolution Fellowship, 2000, 2002
- University of Texas Construction Engineering Project Management Program Scholarship, 2000
- American Scandinavian Foundation, Technical Assistance Program Travel Grant, 1989
- Michigan State University Tuition Grant, 1985 to 1987
- Michigan Competitive Scholarship, 1985 to 1987

RESEARCH AND TECHNICAL ASSISTANCE

Texas A&M University
Assistant Professor, Zachry Department of Civil Engineering, Construction, Geotechnical and Structures Division, Texas A&M University, January 2008 to present.

University of Texas at Austin

Research Associate, Center for Transportation Research (CTR). Manage interagency technical assistance program with the Austin District of the Texas Department of Transportation (TxDOT) to implement faculty and student technical expertise and research applications. Current tasks include: methods and procedures to improve design and construction schedules, advanced traffic modeling, intelligent transportation system development, sustainable design and environmental practices, and right-of-way planning to mitigate risks. October 2006 to the present.

Postdoctoral Fellow, Center for Transportation Research, Center for Construction Industry Studies, and the Construction Industry Institute. Conducted and facilitated academic research to support the Centers' objectives including proposal and grant development, writing and editing, and website design. June 2005 to September 2006.

Graduate Research Assistant, Construction Industry Institute and the Center for Construction Industry Studies. Conducted dissertation research to develop a risk assessment technique for international construction projects. September 2004 to May 2005, and September 2001 to December 2003.

Graduate Research Assistant, Center for Transportation Research, Department of Civil Engineering. Assisted in the research funded by the Texas Department of Transportation to investigate sprawl, growth management, and transportation related issues in Texas. June 2003 to August 2003.

Graduate Research Assistant, Construction Industry Institute, Research Project Team 181. Performed research tasks to develop risk assessment techniques for international capital facilities. March 2001 to August 2003.

Graduate Research Assistant, Center for Transportation Research, Department of Civil Engineering. Conducted research on alternative project delivery and contracting methods available for highway construction by the Texas Department of Transportation. September 2000 to October 2001.

Norwegian Science and Technical University

Fulbright Fellow, Department of Civil and Transport Engineering. Field-testing of dissertation work to enhance risk assessment techniques for international construction projects, and assisted with the Norwegian Ministry of Finance funded research program on techniques to improve the performance of large-scale publicly financed capital projects. January 2004 to June 2004.

Board on Infrastructure and the Constructed Environment, National Research Council

Managed the review and assessment of the Department of Housing and Urban Development Partnership for Advancing Technology in Housing program. January 2000 to August 2000.

Supervised the congressionally required review and assessment of the Department of Energy's structure and processes for managing, designing and constructing facilities. June 1998 to August 2000.

Administered the congressionally mandated assessment for the Department of Energy to conduct independent project reviews and the guidelines for such reviews. September 1997 to January 1998.

Supported the authoring committee to develop guidance for federal agencies during the initial stages of decision making concerning the outsourcing of management functions for planning, design, and construction-related services. June 1997 to June 1988.

Supported the authoring committee to identify the factors contributing to the deteriorating physical condition and functionality of federal facilities, and their recommendations to foster accountability for facility stewardship and maintenance and repair. December 1996 to November 1997.

Center for Ecological Management of Military Lands, Colorado State University

Provided environmental, natural resources, and land management research guidance and oversight to Headquarters United States Air Force. October 1993 to December 1996.

University of Michigan

Graduate Research Assistant, Department of Urban Planning. Performed planning research, database development for department teaching and research. September 1988 to May 1991.

Graduate Research Assistant, Industrial Development Division. Facilitated statewide economic development programs by investigating the technological capacity of industrial firms and universities in Michigan. September 1989 to September 1990.

Research Assistant, Department of Construction Economics, Tampere University of Technology, Tampere Finland. Supported macro-level economic forecasting developed for the Finnish and European construction industries. May 1989 to August 1989.

TEACHING

Assistant Professor, Zachry Department of Civil Engineering, Texas A&M University. Spring 2008
Course - Civil Engineering 405, Project Management of Field Operations.

Teaching Assistant, Project Management. Prepared and graded homework and exam questions for 22 graduate students. Developed and administered the use of an internet-based collaborative project management software package on student team projects. Fall 2004 with Dr. G. Edward Gibson, Professor, Civil Engineering, University of Texas at Austin.

Teaching Assistant, Introduction to Geography. Lectured three weekly recitation sections, prepared and graded homework and exam questions for 92 undergraduate students, Fall 1992 with Dr. John Kolars, Professor Emeritus of Geography, University of Michigan.

Design Studio Assistant, Land Use Planning and Site Design. Assisted with assignment preparation and individual reviews for a graduate-level planning and design studio with 15 students. Winter 1992 with Kenneth Polakowski, Professor Emeritus of Landscape Architecture.

Teaching Assistant, Analytic Methods for Interpersonal Practice. Conducted a Graduate-level computer lab on analytic tools and quantitative methods in social work for 20 students. Fall 1991, with Dr. Elizabeth Mutschler, Professor Emeritus of Social Work, University of Michigan.

PROFESSIONAL

Consultant. Conduct advisory services in research methodology design, data collection and analysis, and report writing regarding topics such as construction management and project risk management for organizations including Hyundai Engineering and Construction, U.S. State Department, U.S. Business Council for Sustainable Development, FMI Corporation, Gibson Consulting, and the National Research Council. August 2000 to Present.

Program Officer, Board on Infrastructure and the Constructed Environment, National Research Council of the National Academy of Sciences, Washington, DC. Planned, organized, and implemented committee studies related to the design, construction, and operation of facilities and infrastructure. Write and present clear and concise reports based on expert findings. December 1996 to August 2000.

Research Associate, Center For Ecological Management of Military Lands, School of Natural Resources, Colorado State University. Assisted in the development and management of environmental and cultural resources programs at Headquarters United States Air Force, Office of the Civil Engineer. October 1993 to December 1996.

Park Planner, City of Ann Arbor, Michigan. Park development and planning tasks including grant writing for park acquisition and development, design of park amenities, construction supervision. October 1991 to September 1993.

Assistant City Planner, City of Ann Arbor Michigan. Conducted site plan review of development petitions; research and writing of reports with consideration given to land use, environmental impact, transportation, and urban design criteria; design and maintenance of department records and database systems. August 1990 to July 1991.

Construction Manager, Detroit Medical Center. Owner's representative for the implementation of the Brush Street Mall development project, construction supervision, budget monitoring and payment authorization. April to August 1990.

Project Manager, ACE Companies, Atlanta Georgia. Performed construction management tasks such as supervision of subcontractors, estimating contract negotiations, governmental permitting, and negotiations with owners, architects and governmental agencies. June 1987 to September 1988.

Landscape Architect I, City of Grand Rapids Michigan. Undertook park plan development and design, cost estimating, bidding and contractor selection. January 1987 to June 1987.

Construction Superintendent, General Motors Corporation, Lansing, Michigan. Performed project management tasks such as the supervision of skilled trade employees, estimating, project scheduling, interaction with design engineers, and union-management negotiations. May 1986 to December 1986.

Engineer/Planning Aide, Meridian Charter Township, Michigan. Performed site plan reviews, created engineering and presentation drawings, and assisted in the design, layout, and inspection of infrastructure and transportation projects. June 1984 to May 1986.

COMPUTER SKILLS

Windows based software including Microsoft Office (Word, Excel, Access, FrontPage, PowerPoint, Outlook, MS Project), Website development, various scheduling, GIS and graphic platforms (Primavera, Arc View), and analytical packages (Crystal Ball, @Risk, Stat PRO, SPSS, etc).

PUBLICATIONS

Peer Reviewed Publications

Walewski, J. and Gibson, G.E. (anticipated 2008). "Risk Identification and Assessment for International Construction." In process submission to the *ASCE Journal of Construction Engineering and Management*.

Walewski, J. and Gibson, G.E. (anticipated 2008). "Quantifying Life Cycle Risks for International Construction." In process submission to the *Journal of Construction Management and Economics*.

Walewski, J., and Gibson, G. (2007). "Use of Collaborative Project Management Software for Engineering Education." American Society of Engineering Education, Gulf South Chapter Annual Conference proceedings.

Walewski, J., Gibson, G., and Vines, E. (2006). "Risk Identification and Assessment for International Construction Projects." Chapter 6, *Global Project Management Handbook*, David I. Cleland and Roland Gareis editors, 2nd Edition, McGraw-Hill, Inc., New York, NY.

Gibson, G., O'Connor, J., Migliaccio, G., and Walewski, J. (2006). "Key Implementation Issues and Lessons Learned with Design-Build Projects." American Society of Civil Engineering (CI/CRC)

Special Publication on Innovative Project Delivery for Transportation, Keith Molenaar and Gerald Yakowenko editors.

Walewski, J., Gibson, G., Jackson, Y., and Vines, E. (2004). "Risk Assessment on International Projects: A Management Approach." Proceedings of 2004 PMI Research Conference, July 2004, London.

Gibson, G., Walewski, J., and Dudley, G. (2003). "Life Cycle Considerations to Optimize Risk Assessment and Management for International Projects." Proceedings of the 2003 ASCE Construction Research Congress, March 2003, Honolulu, HI.

Walewski, J., Gibson, G., and Vines, E. (2002). "Improving International Capital Project Risk Analysis and Management." 2002 PMI Research Conference Proceedings, August 2002, Seattle, WA.

Walewski, J. and Gibson, G. (2001). "Design Build and Beyond: Improving the Project Delivery Process for the Texas Department of Transportation." Proceedings for the 10th Annual Design Build Institute of America National Conference, October 2001, Boston, MA.

Lillie, T. H. and Walewski, J. (1997). "Balancing Operational and Environmental Requirements on Air Force Ranges." Proceedings 23rd Environmental Symposium and Exhibition. American Defense Preparedness Association/National Security Industrial Association, November 1997, New Orleans, LA, 23:390-395.

Walewski, J. (1996). "Developing Treatment Plans for Remains Pursuant to the Native American Graves Protection and Repatriation Act: Current and Proposed Activities of the U. S. Air Force." Proceedings of the First Conference on Partnership Opportunities for Managing Federally Associated Collections, U.S. Department of Interior Museum Program, Berkeley, CA, June 5-6, 1996.

Lillie, T. H. and Walewski, J. (1995). "Environmental Security: Air Force Concepts and Implementation." Proceedings for the National Environmental Professionals Association, Washington, DC, November 1995, 8: 210-215.

Walewski, J., and Lillie, T. H. (1995). "Resource Protection Through Technology and Partnership." 1995. Proceedings for the Tri-Service CADD/GIS/FM Symposium, Orlando, FL.

Technical Reports and Other Documents

Walewski, J., and Gibson, G. (2007) "Identify and Assess International Project Risks on Middle East Oil and Gas Project for Korean Contractors". Final Report to Hyundai Engineering and Construction.

Gibson, G. and Walewski, J. (2005). Risk Assessment Standard Operating Procedures, U.S. Department of State Projects. Phase II, Task 3 Report by Gibson Consulting to the Bureau of Overseas Buildings Operations, U.S. Department of State.

Gibson, G., and Walewski, J. (2004). "Risks of International Projects: Reward or Folly," Sloan Industry Studies Working Papers, Number WP-2004-17.

Vines, E., Gibson, G., Walewski, J. et al. (2004). "Risk Assessment for International Projects: A Management Approach." Construction Industry Institute Research Summary 181-1. The University of Texas at Austin.

Gibson, G. and Walewski, J. (2004). Proposed IPRA Format for U.S. Department of State Projects. Phase II, Task 2 Report by Gibson Consulting to the Bureau of Overseas Buildings Operations, U.S. Department of State.

Gibson, G. and Walewski, J. (2004). Review of FY 2006 IPRA Evaluations (Phase II, Task 1 Report by Gibson Consulting to the Bureau of Overseas Buildings Operations, U.S. Department of State.).

Gibson, G. and Walewski, J. (2003). Existing System Report on OBO Risk Assessment and Management. Phase I Report by Gibson Consulting to the Bureau of Overseas Buildings Operations, U.S. Department of State.

Walewski, J., Gibson, G., and Dudley, G. (2003). "Risk Assessment for International Construction," Research Report to the Construction Industry Institute, Research Report 181-11. The University of Texas at Austin.

Vines, E., Gibson, G., Walewski, J. et al. (2003). "International Project Risk Assessment (IPRA) Tool." Construction Industry Institute Implementation Resource 181-2. The University of Texas at Austin.

Walewski, J. and Gibson, G. E. (2003). "International Project Risk Assessment: Methods, Procedures, and Critical Factors," Center for Construction Industry Studies, Report # 31, The University of Texas at Austin.

Walewski, J., Gibson, G. E. and Jasper, J. (2001). "Project Delivery Methods and Contracting Approaches Available for Implementation by the Texas Department of Transportation." Research Report Number 2129-1, Center for Transportation Research, University of Texas at Austin.

Walewski and Gibson, G. (2001). "Project Delivery Methods and Contracting Approaches: Assessment and Design-Build Implementation Guidance." Research Report 2129-P1, Center for Transportation Research, University of Texas at Austin.

Walewski, J. (contributing author) (2000). "Improving Project Management at the Department of Energy." National Research Council Committee on Oversight and Assessment of U.S. Department of Energy Project Management. National Academy Press, Washington DC.

Walewski, J. (contributing author) (2000). "Outsourcing Management Functions for the Acquisition of Federal Facilities." National Research Council Committee on Outsourcing Design and Construction-Related Services for Federal Facilities. National Academy Press, Washington DC.

Walewski, J. (contributing author) (1998). "Assessing the Need for Independent Project Reviews in the Department of Energy." National Academy Press, Washington DC.

Walewski, J. (contributing author) (1995). "Cooperative Agreement Between the Department of Defense and The Nature Conservancy for Professional and Technical Assistance in Conducting Biological Surveys, Research, and Related Activities." April 28, 1995, Office of the Civil Engineer, Headquarters, U.S. Air Force.

Walewski, J. (contributing author) (1994). "Integrated Natural Resources Management, U. S. Air Force Instruction 32-7064." 22 July 1994, Office of the Civil Engineer, Headquarters, U.S. Air Force.

Walewski, J. (contributing author) (1994). "Cultural Resources Management, U. S. Air Force Instruction 32-7065." 13 June 1994, Office of the Civil Engineer, Headquarters, U.S. Air Force.

Walewski, J. 1994. "The Legacy of Air House." *Defense Housing Magazine*, Volume 8, No. 2.

Presentations (*Presenter)

*Walewski, J. (2008 accepted). "A Risk Evaluation Process for International Construction Projects." Risk and Insurance Management Society 2008 Annual Conference, April 30.

*Walewski, J. (2007). "RFID Applications for Vehicular Tolling and Congestion Management." Integrated Supply Chains 2007 RFID Symposium, Baylor University Hankamer School of Business, September 28.

*Walewski, J. (2007). "A Risk Evaluation Process for Large-Scale Highway Concession Projects." Design Build Institute of America 2007 Transportation Conference.

*Walewski, J., and Gibson, G. (2007). "Use of Collaborative Project Management Software for Engineering Education." American Society of Engineering Education, Gulf South Chapter Annual Conference.

*Walewski, J. (2006). "Methodologies to Identify and Assess International Project Risks" Hyundai Engineering and Construction Research Symposium, Seoul, Korea, June 22.

*Walewski, J. (2006). "Managing International Project Risks" A Management Approach." Bureau of Overseas Buildings Operations, US. Department of State, Washington DC, May 15.

*Walewski, J., and *Barth, B. (2006). "Automated Project Development Scheduling." 2006 Center for Transportation Research Symposium, Austin, Texas, April 4.

*Walewski, J., Gibson, G., Jackson, Y., and Vines, E. (2004). "Risk Assessment on International Projects: A Management Approach." 2004 Project Management Institute Research Conference, London, England, July 13.

*Walewski, J., *Gibson, G., *Jackson, Y., and *Vines, E. (2003). "Risk Assessment for International Projects." Construction Industry Institute Construction Productivity Conference, Austin, Texas, September 22.

*Gibson, G., Walewski, J., and Dudley, G. (2003). "Life Cycle Considerations to Optimize Risk Assessment and Management for International Projects." American Society of Civil Engineering Construction Research Congress, Honolulu, Hawaii, March 20.

*Walewski, J., Gibson, G., and Vines, E. (2002). "Improving International Capital Project Risk Analysis and Management." Project Management Institute Bi-annual Research Conference. Seattle, Washington, July 15.

*Walewski, J. and Gibson, G. (2001). "Design Build and Beyond: Improving the Project Delivery Process for the Texas Department of Transportation. Proceedings for the 10th Annual Design Build Institute of America National Conference, Boston, Massachusetts, October 23.

Gilbert, P., Reinschmidt, K., Little, R., Walewski, J., and *Duscha, L. (2000). "Characteristics of Successful Megaprojects." Construction Management Association of America Annual Meeting. San Francisco, California, September 26.

*Reinschmidt, K., Little, R., Walewski, J. (2000). "Improving Project Management at the Department of Energy." Department of Energy Environmental Management Association Annual Meeting. Amelia Island, Florida, May 17.

*Lillie, T. H. and Walewski, J. (1997). Balancing Operational and Environmental Requirements on Air Force Ranges. 23rd Environmental Symposium and Exhibition. American Defense Preparedness Association/National Security Industrial Association. New Orleans, Louisiana, November 12.

*Walewski, J. (1996). Developing Treatment Plans for Remains Pursuant to the Native American Graves Protection and Repatriation Act: Current and Proposed Activities of the U. S. Air Force. First

Conference on Partnership Opportunities for Managing Federally Associated Collections, U.S. Department of Interior Museum Program, Berkeley, California, June 6.

*Lillie, T. H. and Walewski, J. (1995). Environmental Security: Air Force Concepts and Implementation. Conference Proceedings for the National Environmental Professionals Association, Washington, DC, August 5.

*Walewski, J., and Lillie, T. H. (1995). Resource Protection Through Technology and Partnership. 1995. Conference for the Tri-Service CADD/GIS/FM Symposium, Orlando, Florida, April 15.

PROFESSIONAL REGISTRATION, AFFILIATIONS, AND OTHER ACTIVITY

Current

- American Institute of Certified Planners, professional registration (AICP) in process
- Project Management Institute, professional registration (PMP) in process
- Leadership in Energy and Environmental Design (a.k.a. Green Building Rating System), professional accreditation (LEED) in process
- Member, TRB Transit Cooperative Research Program Project Panel G-08, A Guidebook for the Evaluation of Project Delivery Methods
- Member, TRB Airport Cooperative Research Program Project Panel 2-04, Primer for Airport Managers on Community Attitudes to Aircraft Noise
- Reviewer, *Journal of Public Works*, 2007
- Member, American Society of Civil Engineers
- Member, American Society of Engineering Educators
- Member, American Planning Association
- Member, Project Management Institute
- Member, Construction Management Association of America
- Volunteer mentor and counselor, Women in Engineering Program, University of Texas at Austin
- Volunteer mentor and tutor, American Youth Works, Austin Intermediate School District
- Volunteer recruiter and admissions counselor, University of Michigan Admissions Office

Recent Past

- Officer, American Society of Engineering Education, University of Texas at Austin Student Chapter August 2004 – August 2005
- Officer, Graduate Student Organization, Construction Engineering and Project Management Program, September 2001 – August 2002
- Officer, Graduate Engineering Council, College of Engineering, March 2001 – May 2002
- Editorial Board, *Planning Forum*, Journal of the College of Architecture, University of Texas at Austin, August 2002 – August 2003
- Co-Editor, *Michiganscapes*, Journal for the Program in Landscape Architecture, University of Michigan, September 1992 – September 1993
- Editorial Board, *Dimensions*, Journal of the College of Architecture and Urban Planning, University of Michigan, September 1990 – September 1991



SECTION 1 - FIRM OVERVIEW

Fugro Consultants, Inc. (Fugro) is part of an international consulting group providing Geotechnical and Construction Materials Engineering and Testing Services, with over 12,000 employees and offices in 54 countries. Fugro Consultants has assembled a strong consulting group with unmatched expertise in the fields of Geotechnical and Materials Engineering, Materials and Pavement Testing, Pavement Management and Materials Research, and Quality Control/Quality Assurance. Operating in Texas since 1946, Fugro Consultants has provided these services for thousands of projects, and today operates 16 offices in Texas (9), Louisiana (3), Arizona (1), California (1), South Carolina (1) and Maryland (1).

Our Central Texas Division offices in Austin, San Antonio and Waco are completely staffed and equipped to provide services on a variety of public and private projects including educational facilities at all academic levels, hospitals and healthcare complexes, low-, mid- and high-rise structures, single-family and multi-family residential developments, water and wastewater facilities, dams, power plants, roadways, bridges and other transportation related structures. Our Central Texas staff of 120+ includes 19 professional engineers, 9 engineering and geology graduates, 70+ field engineering technicians and 13 administrative personnel. Key technical personnel are registered Professional Engineers and are TxDOT precertified.



Fugro Consultants Austin Office

Fugro has built a reputation for providing sound yet practical engineering solutions, incorporated with the latest in innovation and technologies, to our clients' benefit. One of our most recent advancements is our green building program, designed to promote project sustainability and enhance environmental compatibility. As a member of the U.S. Green Building Council, we offer nine USGBC-trained LEED® Accredited Professionals, assisting our clients with achieving maximum sustainability with minimum environmental impact. State of the art field analytical capabilities, subsurface investigation capabilities, highly qualified personnel, and over fifty years of demonstrated performance on thousands of projects make Fugro a leading geotechnical and materials testing firm in the Southwest.

Company Info

Who We Are: Clean Scapes is a full service commercial landscaping company based in Austin, Texas. We specialize in the construction and maintenance of softscape, irrigation, hardscape and water features. Founded in 2005, our history in landscaping dates back to the mid-1980's and the legacy of Clean Cut. Clean Scapes was created by individuals who had previously been an integral part of the growth of Clean Cut — an Inc. 500 Company that won more state & national landscaping awards during the 1990's than any other company in the country. Clean Scapes has rapidly followed in its footsteps and is now an award-winning Texas landscape leader. Our many clients place their confidence in our abilities, professionalism and history of delivering results.

Core Values: We believe in constructing and maintaining great landscapes and relationships with integrity and excellence. We strive to conduct our business with sustainable earth-wise practices. We value our people as our most important asset, and know their hard work is the foundation of our success. In everything we do, our goal is to exceed the expectations of our clients and leave their properties more beautiful than we found them.

Construct: We construct all aspects of a landscape, from softscape & irrigation, to hardscape & water features. We take care to select only the healthiest trees and plants so landscapes grow quickly and flourish. A wide range of hardscape abilities allows us to add concrete, metal and stone elements to the landscape's design. Our expertise drives a project's success.

Maintain: Our maintenance team is dedicated to providing the utmost attention and care to your existing landscapes. Because a healthy and beautiful landscape creates a sense of place, we maintain our properties with pride and patience. In addition to full service maintenance, we offer a broad range of services including tree care, wet pond care, native area maintenance, as well as irrigation maintenance. In every aspect of this work, our employees take great pride in bringing your landscape to life with beauty and color.

Sustain: Clean Scapes is dedicated to keeping the air of Texas clean and is a stakeholder in the Central Texas Clean Cities Coalition. In keeping with the Coalition's goal of reducing emissions and improving local air quality, we have converted our riding mowers from gasoline to propane. We are also proud participants in many LEED registered projects and are Green Garden Certified through the City of Austin's program to promote sustainable and environmentally sound landscape practices.

Austin's Fastest Growing Company: The Austin Business Journal recently named Clean Scapes the fastest growing company in Austin. With a compounded annual growth rate of 501.34% and a total growth of 3516% over the past three years, Clean Scapes topped Austin Business Journal's 2008 Fast 50 list in the \$10+ million net revenue category.

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID DE
TBGPA-3DATE (MM/DD/YYYY)
06/02/09

PRODUCER

BRIA Ins. & Risk Consultant
P. O. Box 10388
Austin TX 78766-1388
Phone: 512-343-1106 Fax: 512-343-1864

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

TBG Partners
The Broussard Group Inc DBA
901 S. Mopac Bld II Ste 350
Austin TX 78746

INSURERS AFFORDING COVERAGE

NAIC

INSURER A:	Transportation Ins. Co.	20494
INSURER B:	Continental Insurance Company	35289
INSURER C:	Continental Casualty Company	20443
INSURER D:	Hartford Casualty Insurance Co	29424
INSURER E:		

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	B1069353883	02/21/09	02/21/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/PROP AGG \$ 2000000
B	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	B1014590884	02/21/09	02/21/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	B2097289064	02/21/09	02/21/10	EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	65WEIO7050	02/25/09	02/25/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

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

Certificate Holder is included as Additional Insured in regards to General Liability & Auto.

CERTIFICATE HOLDER

WILLIO4

Williamson County
710 Main Street, Ste. 101
Georgetown TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

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

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

DISCLAIMER

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

The Broussard Group, Inc., dba TBG Partners

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☒ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

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

901 South MoPac Expressway, Bldg. 2, # 350

City, state, and ZIP code

Austin, TX 78746

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

| | + | + | | | | |

or

Employer identification number

7 | 4 | 2 | 4 | 8 | 5 | 5 | 9 | 4

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Brenda Warner

Date ▶

June 4, 2009

Purpose of Form

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

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Jester Williamson County Annex
Commissioners Court - Regular Session

Date: 06/23/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 05/27/2009 11:19 AM
Final Approval Date: 05/27/2009

Discuss and take appropriate action concerning amending the Williamson County Sick Leave Pool Policy.

Commissioners Court - Regular Session

Date: 06/23/2009

Submitted By: Lisa Zirkle, Human Resources

Submitted For: John Willingham

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action concerning amending the Williamson County Sick Leave Pool Policy.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [Williamson County Sick Leave Pool Policy](#)

Form Routing/Status

Form Started By: Lisa Zirkle Started On: 06/17/2009 04:24 PM

Final Approval Date: 06/18/2009

FIRST AMENDED WILLIAMSON COUNTY SICK LEAVE POOL POLICY

SECTION 1 **AUTHORITY**

LOCAL GOVERNMENT CODE:

CHAPTER 157. ASSISTANCE, BENEFITS, AND WORKING CONDITIONS OF COUNTY OFFICERS AND EMPLOYEES

SUBCHAPTER E. POOLING OF SICK LEAVE BY COUNTY EMPLOYEES

SECTION 2 **PURPOSE**

The purpose of the First Amended Williamson County Sick Leave Pool (SLP) is to provide additional sick leave time to Williamson County (County) Employees in the event of a Catastrophic Illness or Injury that prevents an employee from active employment. Time may be granted from the SLP only after the Employee has exhausted all accrued sick, vacation or other compensatory time (if applicable).

SECTION 3 **DEFINITIONS**

A. Administrator:

The Administrator shall mean the person designated by the Williamson County Commissioners Court to serve as the administrator of the SLP program.

B. Catastrophic Illness or Injury:

A Catastrophic Illness or Injury means an illness, injury, impairment or physical or mental condition of an Employee or a member of the Employee's Immediate Family that (i) forces the Employee to exhaust all accrued leave time (sick leave, vacation, and compensatory time (if applicable)); (ii) to lose compensation with the County; and (iii) which involves, at a minimum, **one of the following**:

1. Hospital Care

- Inpatient care in a hospital, hospice, or residential medical care facility, including any period of Incapacity or subsequent treatment in connection with or consequent to such inpatient care.
- Inpatient care is at least one overnight stay.

Examples: surgery, pneumonia

2. Absence Plus Treatment

A period of Incapacity of more than three (3) consecutive calendar days which also involves:

- Treatment two or more times by a Licensed Health Practitioner, by a nurse or physician's assistant under direct supervision of a Licensed Health Practitioner, or by a provider of health care services under orders of, or on referral by a Licensed Health Practitioner; or
- Treatment by a Licensed Health Practitioner on at least one occasion which results in a regimen of continuing treatment under the supervision of the Licensed Health Practitioner. Treatment includes examinations to determine if a Catastrophic Illness or Injury exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

Examples: physical therapy.

3. Chronic Conditions Requiring Treatments

A chronic condition which:

- Requires periodic visits for treatment by a Licensed Health Practitioner, or by a nurse or physician's assistant under direct supervision of a Licensed Health Practitioner
- Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- May cause episodic rather than a continuing period of Incapacity

Examples: asthma, diabetes, epilepsy

4. Permanent/Long-Term Conditions Requiring Supervision

A period of Incapacity which is permanent or long term due to a condition for which treatment may not be effective. The Employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a Licensed Health Practitioner.

Examples: Alzheimer's, severe stroke, or terminal stages of a disease

5. Multiple Treatments (Non-Chronic Conditions)

- Any period of absence to receive multiple treatments (including period of recovery) by a Licensed Health Practitioner either for restorative surgery after an accident or other injury; or
- A condition that would likely result in a period of Incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

Examples: chemotherapy, kidney dialysis, physical therapy for severe arthritis.

Other examples of Catastrophic Illnesses or Injuries which meet one of the six criteria:

- Back conditions requiring extensive therapy or surgery
- Heart conditions
- Most types of cancers
- Severe respiratory conditions
- Severe arthritis
- Severe nervous disorders
- Injuries caused by serious accidents
- Miscarriage
- Complications related to pregnancy
- Kidney disease

Conditions which normally do not meet one of the six criteria and are not normally considered Catastrophic Illnesses or Injuries*

- Migraines/ Headaches
- Common cold
- Flu
- Earaches
- Upset stomach
- Minor ulcers
- Childbirth (without complications)
- Normal recovery from childbirth (without complications)
- Routine dental or orthodontic problems
- Absence due to substance abuse
- Stress

*At the complete and absolute discretion of the SLP Committee, these could be considered Catastrophic Illnesses or Injuries if the individual was incapacitated for more than three (3) consecutive calendar days, he or she visits a Licensed

Health Practitioner during the period of Incapacity, and he or she follows a regimen of care prescribed by the Licensed Health Practitioner.

C. Employee:

Employee shall mean a County employee with twelve (12) or more months of continuous services with the County who is paid from either the general fund of the County, from a special fund of the County or from special grants paid through the County.

D. Employee's Immediate Family:

The Employee's Immediate Family shall include and be limited to the Employee's Spouse, Child, or Parent. For purposes of this policy, spouse, child and parent shall have the following meanings:

Parent - A biological parent of an Employee or an individual who stood in the place of a parent to an Employee when the Employee was less than eighteen (18) years of age.

Child - A child shall mean and include:

- The Employee's biological, adopted or foster child.
- The Employee's stepchild.
- A child for whom legal guardianship has been awarded to the Employee and/or the Employee's spouse.
- A spouse's biological, adopted or foster child.

The definition of a Child is subject to the following conditions and limitations:

- A child shall include any unmarried dependent child less than 18 years of age.
- A child shall also include any unmarried dependent child who is 18 years or older, but less than 25 years of age only if the Employee furnishes evidence to the SLP Administrator, to his or her satisfaction, of all of the following conditions:
 - The child must not be regularly employed on a full time basis;
 - The child must be a full-time student; and
 - The child must be primarily dependent upon the Employee for support and maintenance.

Spouse - A Spouse shall mean the husband or wife of the Employee.

E. FMLA:

FMLA means the Family and Medical Leave Act. Leave under FMLA is normally an unpaid leave, up to 12 work weeks/60 work days. In order to be eligible for leave under the FMLA, an Employee must have worked at least 12 months (does not have to be consecutive) with the County and have worked at least 1,250 hours as of the date of the qualifying event (vacation & sick leave hours do not count as hours worked).

F. Incapacity:

Incapacity is inability to work or perform other regular daily activities due to a Catastrophic Illness or Injury, treatment therefore, or recovery there from.

G. Intermittent Leave:

Intermittent Leave shall mean leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period.

H. Licensed Health Practitioner:

A Licensed Health Practitioner shall mean a licensed doctor of medicine or osteopathy, or any licensed professional determined by the SLP Committee to be a legitimate provider capable of providing health care services.

I. Open Enrollment Period:

The Open Enrollment Period for the SLP shall be during the month of September of each year, with dates established by the SLP Administrator. The new year for the SLP begins on October 1st of each year. The Williamson County Commissioners Court reserves the right to change the Open Enrollment Period at any time or allow an additional special enrollment period during any fiscal year of the SLP program.

J. SLP Committee:

The SLP Committee shall be a volunteer committee composed of at least five (5) voting members (County Employees, Department Directors and/or Elected Officials) and two (2) nonvoting members (HR Director and Public Health Nurse), who shall all be appointed by the Commissioners Court.

SECTION 4
ADMINISTRATION OF THE SLP

- A. Administrator. In addition to the duties and obligations specifically set forth herein below, the SLP Administrator shall be responsible for developing mechanisms to transfer accrued sick leave into and out of the SLP; developing rules and procedures for the operation of the SLP; and developing forms for contributing to, or using leave from, the SLP.
- B. SLP Committee. The SLP Committee shall, in addition to the duties and obligations specifically set forth herein below, be responsible for reviewing all employee requests for use of time from the SLP. A simple quorum of the committee members (3 SLP Committee members) will be required to take any action relating to the granting or denying of an Employee's request to use time from the SLP. The decisions of the SLP Committee shall be based on a simple majority of the quorum. In the event of a tie vote, the SLP Administrator shall vote in order to break the tie. Each member of the SLP Committee shall serve for a one (1) year term. In the event that a member of the SLP Committee resigns prior to the expiration of his or her term, the vacancy left by the resigning member shall be immediately filled by the Commissioners Court. The SLP Committee members shall elect a Chairperson, a Vice-Chairperson and a Secretary at each initial yearly meeting of the SLP Committee.
- C. Public Health Nurse. On an "as needed" basis, a Public Health Nurse, which is selected by the SLP Committee, shall provide recommendations to the SLP Committee and correspond with any medical authority for clarifications as required.

SECTION 5
POOL MEMBERSHIP

- A. Except as otherwise provided herein and in addition to any other eligibility requirements set forth hereunder, each regular full-time Employee shall be eligible to join the SLP program so long as such Employee satisfies one of the two following criteria (1) the employee will have a sick leave balance of at least forty (40) hours following his or her contribution of accrued sick leave into the SLP; or (2) the employee has accrued at least three hundred sixty (360) hours of sick leave while working for the County within a period of five (5) consecutive years preceding such employees application to join the SLP program.
- B. Each Employee desiring to join the SLP may contribute not less than eight (8) hours and not more than forty (40) hours of accrued sick leave into the SLP. SLP contributions shall be made only in minimum increments of eight (8) hours each.

- C. Employees shall only be able to join the SLP during an Open Enrollment Period or during any special enrollment period that may be offered by the SLP Committee and/or the Williamson County Commissioners Court.
- D. New hires (employees newly hired by the County) may join the SLP no later than thirty (30) days following twelve (12) months of continuous “creditable” service with the County; provided, however, such new hire cannot join the SLP at such time unless he or she will have a sick leave balance of at least forty (40) hours following his or her contribution of accrued sick leave into the SLP. If the new hire either fails to join within the said time period or if he or she is unable to join due to an inadequate sick leave balance, such new hire will be required to either wait until the next annual Open Enrollment Period or wait until any special enrollment period that may be offered by the SLP Committee and/or the Williamson County Commissioners Court.
- E. In order to join the SLP, an Employee must submit a SLP Enrollment and Contribution Form to the Williamson County Human Resources Department prior to the end of each Open Enrollment Period or prior to the end of any special enrollment period. SLP Enrollment and Contribution Forms are available at the Williamson County Human Resources Department. An Employee’s membership in the SLP shall be for a period of twelve (12) months beginning on the first day following each annual Open Enrollment Period. In the event that a special enrollment period is offered by the SLP Committee and/or the Williamson County Commissioners Court during the twelve (12) month period following the prior Open Enrollment Period, an Employee that enrolls during such period shall be a member of the SLP program from the date of enrollment until the next Open Enrollment period.
- F. **In order to maintain enrollment in the SLP from year to year, whether such Employee enrolled in the SLP program during an Open Enrollment Period or during a special enrollment period, each Employee must renew his or her membership in the SLP by contributing not less than eight (8) hours and not more than forty (40) hours of accrued sick leave into the SLP each year during the next Open Enrollment Period. Only one donation each fiscal year is required to maintain membership in the SLP. Except as otherwise specifically set forth herein, an Employee’s failure to enroll during an Open Enrollment Period or during a special enrollment period, if offered, will result in the termination of the Employee’s continued membership in the SLP.**
- G. Each hour that an Employee donates to the SLP will be permanently subtracted from the Employee’s accrued sick leave balance that is on file as of closeout of the Open Enrollment Period or the special enrollment period in which the Employee joined the SLP. No advances on sick leave accruals will be granted to allow an Employee to meet the minimum required contribution.

- H. An Employee's contribution of accrued sick leave hours shall be irrevocable and the Employee, by making such contribution, agrees to release any and all rights and interest in and to the contributed sick leave hours.
- I. The accrued sick leave hours that an Employee contributes to the SLP shall become the property of the SLP and cannot be returned in the event the Employee dies, retires, resigns, is terminated, is placed on temporary suspension or otherwise fails to maintain his or her membership in the SLP from year to year.
- J. The time contributed to the SLP cannot be designated to be given to any particular Employee.
- K. There is no guarantee that a contributing Employee will receive or be eligible to be reimbursed any time that he or she contributes to the SLP should such Employee have a need to make application for SLP time at a later date.
- L. Upon the conclusion of twelve (12) months following the prior year's Open Enrollment Period, any unused time that remains in the SLP shall be determined and carried forward for the next twelve (12) month period of the SLP.
- M. An Employee who is terminated, who resigns or who retires may donate not more than eighty (80) hours of their accrued sick leave prior to the time of their departure from County employment.
- N. If, at any time, the sick leave available through the SLP falls below the number of days equal to two times (2x) the number of members of the SLP, each Employee member may voluntarily contribute eight (8) additional hours of accrued sick leave time to the SLP in order to maintain membership in the SLP. This type of contribution would be considered an emergency allocation that is necessary to bring the pool up to the amount of hours needed to maintain the continued operation of the SLP.

SECTION 6

GRANTING OF TIME FROM SLP

- A. The SLP may only be granted to and used by an Employee (1) for a Catastrophic Illness or Injury that makes the Employee unable to perform the Employee's job; or (2) to care for the Employee's Immediate Family member, who has a Catastrophic Illness or Injury. Furthermore, SLP time will not be granted to an Employee unless the Employee would also qualify for use of sick leave under the County's benefits policies.
- B. Intermittent Leave may be granted so long as such leave qualifies as a Catastrophic Illness or Injury hereunder. Such Intermittent Leave grants are normally approved with the intent of providing the member time to come back to work.

- C. Pregnancy will not be covered by the SLP, but complications due to pregnancy or delivery that qualify as a Catastrophic Illness or Injury will be considered.
- D. SLP time will not be granted to an Employee when he or she is receiving worker's compensation benefits under the Texas Workers Compensation Act. SLP time will also not be granted in cases where the Employee's receipt of SLP time would allow such employee to have paid time past the ending date of their current entitlement to FMLA leave.
- E. During each twelve (12) month period following an Open Enrollment Period, the maximum amount of SLP time that may be granted to an eligible Employee shall not exceed one-third (1/3) of the total amount of the SLP, or one hundred twenty (120) hours, whichever is less as of the time of the Employee's application.
- F. If an Employee who has received time from the SLP returns to work and he or she or his or her Immediate Family Member later becomes ill again from the same or different Catastrophic Illness or Injury within the same twelve (12) month period, the Employee may apply for additional SLP time; provided, however, such Employee shall not be granted any amount of SLP time that would cumulatively exceed the lesser of one-third (1/3) of the total amount of the SLP as of the time of the Employee's initial application for SLP time, or one hundred twenty (120) hours.
- G. Requests for the granting of additional time from the SLP must be applied for by the Employee and shall not be automatically granted.
- H. An Employee cannot receive time from the SLP if the Employee is placed on temporary suspension, is on approved leave of absence or is otherwise terminated.
- I. All unused time that was granted to an Employee from the SLP shall be returned to the SLP.
- J. The grant of time from the SLP to an employee shall terminate upon the earliest occurrence of the following:
 - 1. The date the Employee returns to work; or
 - 2. The exhaustion of the specific amount of time that the SLP Committee granted to the Employee, unless the SLP Committee has granted the Employee additional SLP time and, in such case, upon the exhaustion of any additional SLP time that was granted to the Employee; or
 - 3. The effective date of the Employee's termination (including termination due to the Employee's death), suspension, leave of absence, retirement, or resignation; or

4. The Employee has used the maximum amount of SLP time allowable under this policy; or
5. The SLP Committee determines that the Employee is no longer eligible to receive any further or additional time from SLP.

SECTION 7 **PROCEDURE**

- A. An eligible Employee must apply for permission to receive time from the SLP by submitting a SLP Withdrawal Request Form to the SLP Administrator. The SLP Withdrawal Request Forms shall be available at the Williamson County Human Resources Department. Each SLP Withdrawal Request Form must be completely filled out and include the following:
 1. The date on which the Catastrophic Illness or Injury commenced;
 2. The probable duration of the Catastrophic Illness or Injury;
 3. The appropriate medical factors within the knowledge of the Employee's Licensed Health Practitioner regarding the Catastrophic Illness or Injury;
 4. A statement from the Licensed Health Practitioner that the Employee is unable to perform the functions of his or her position;
 5. The anticipated date the Employee will be eligible to return to work;
 6. The amount of time requested from the SLP;
 7. If the Employee is applying for SLP time in order to care for an Immediate Family Member, the Employee must include a statement from the Immediate Family Member's Licensed Health Practitioner that the eligible Employee is needed to care for his or her Immediate Family Member, along with an estimate of the amount of time that the Employee is needed to care for his or her Immediate Family Member; and
 8. Any other information that the Administrator or the SLP Committee deems necessary.
- B. The completed SLP Withdrawal Request Form, along with all of the required documentation and information must be submitted no more than ten (10) days prior to the exhaustion of all of the Employee's accrued sick leave, vacation and compensatory time. The obligation to submit said form and required documentation and information shall be the Employee's responsibility. The Employee's failure to complete the said form and

provide the required documentation and information may result in the denial or delay of any grant of time from the SLP. If an Employee is critically ill and unable to file the SLP Withdrawal Request Form and required documentation and information, the Employee's supervisor or department head may, at the request of the Employee's family, submit the request form and required documentation and information; provided, however, the department head or supervisor must obtain a written consent form for the applicable HIPAA and FMLA privacy laws in order to take such action.

- C. Upon receipt of an Employee's completed SLP Withdrawal Request Form (along with all required documentation and information), the SLP Administrator shall review the request and provide a recommendation to the SLP Committee.
- D. The SLP Committee shall call a meeting in order to review both the Employee's completed SLP Withdrawal Request Form (along with all required documentation and information) and the Administrator's recommendation. At such called meeting, the SLP Committee shall vote based on the terms and conditions of this policy to approve, deny or modify the amount of time that an Employee is requesting from the SLP. **The SLP Committee's decision to approve, deny or modify the amount of time that an Employee is requesting from the SLP shall be final.** The requesting Employee or a member of his or her family may be required to appear at a called meeting before the SLP Committee in order to substantiate the request. The SLP Committee may, at its sole discretion, require that the supervisor, department head and/or elected official under which the requesting employee works appear and/or provide any information and testimony that the SLP Committee deems necessary for its deliberation of whether or not to approve, deny or modify the amount of time that an Employee is requesting from the SLP.
- E. In the event the SLP Committee votes in favor of granting time from the SLP to a requesting Employee, the SLP Committee shall notify the Administrator of the amount of SLP time that has been granted. The Administrator shall then approve the transfer of that amount of time from the SLP to the Employee. The amount of SLP time granted to an Employee shall be credited to the Employee and shall be used in the same manner as accrued sick leave. Furthermore, in accordance with state law, an Employee absent on sick leave assigned from the SLP is treated for all purposes as if the Employee were absent on earned sick leave.
- F. The SLP Committee may require an Employee, who has been granted time from the SLP, to undergo periodic return visits to his or her Licensed Health Practitioner to assess progress and make continuing reports to the Committee. If the SLP Committee determines that the Employee is no longer eligible to receive time from the SLP, the SLP Committee can withdraw its existing grant of SLP time to the employee and discontinue any further transfers of SLP time to such Employee.

- G. The SLP Committee reserves the right to modify or waive any requirement or condition listed herein, with the approval of the Commissioners Court, to address any special or unusual circumstances that may arise.
- H. Sick leave granted from the SLP may not be used to pay for holidays and shall only be used for approved workdays. An Employee that is on shift work (i.e., other than normal forty [40] hour work weeks) must provide a copy of his or her shift schedule for the entire duration of the requested SLP grant. In the event this type of Employee is granted time from the SLP, he or she will be charged the corresponding hours of their respective duty shifts (i.e., 12 or 24 hours vs. an 8 hour shift).
- I. Each Employee that receives a grant of time from the SLP must return to work after he or she has been released by his or her Licensed Health Practitioner. A Fitness for Duty Form must be completed by a Licensed Health Practitioner and be returned to the Williamson County Human Resources Department before an Employee on a SLP grant may return to work. The Fitness for Duty Form shall advise if the Employee is fit for duty and list any and all restrictions relating to the Employee's return to work.
- J. FMLA leave shall run concurrently with leave granted from the SLP.
- K. The estate of a deceased Employee shall not be entitled to payment for unused sick leave acquired by the Employee from the SLP.
- L. An Employee shall not earn sick leave, annual leave, vacation time or any other type of paid leave when receiving time from the SLP. However, allocated time from the SLP shall be included in computing an Employee's length of service with the County.

SECTION 8

MISCELLANEOUS PROVISIONS

- A. The County may discontinue and/or terminate the SLP program without cause or liability upon one hundred twenty (120) days written notice to all Employees that are participating in the SLP program as of the date of its termination.
- B. If any provision of this SLP shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire SLP will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. If any provision of this SLP is determined to be invalid or unenforceable, it is the desire and intention of the County that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this SLP.

- C. The guidelines, terms and conditions of this SLP program may be amended at any time upon the recommendation of the SLP Committee. Any recommended amendments must be approved by the Commissioners Court.

SLP REQUIRED FORMS

The following forms may be obtained from the Williamson County Human Resources Department:

- A. SLP Enrollment and Contribution Form
- B. SLP Withdrawal Request Form
- C. Fitness For Duty Form

NOTE: The above referenced forms may be revised periodically. It is the Employee's obligation and responsibility to check with the Williamson County Human Resources Department to ensure correct forms are used.

Discuss and take action on county participation on 2010 census.
Commissioners Court - Regular Session

Date: 06/23/2009
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on county participation on 2010 census.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Terri Countess Started On: 06/17/2009 11:17 AM
Final Approval Date: 06/17/2009

Central Texas Regional Health Coverage Project
Commissioners Court - Regular Session

Date: 06/23/2009
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Letter Agreement with TexHealth Central Texas, Inc. for participation in the Central Texas Regional Health Coverage Project.

Background

The basis of this agreement was approved on January 27, 2009 by Commissioner Court agenda item #18 with a motion to "approve 3 year participation in Central Texas Regional Health Coverage with funding and details to be determined later". The signed agreement details the specifics of the project and the obligations of TexHealth Central Texas. Scanned copies of the signed agreement are attached. Hal Hawes assisted in drafting and reviewed the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [TexHealth Agreement](#)

Link: [TexHealth Agreement](#)

Link: [TexHealth Agreement](#)

Link: [TexHealth Agreement](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 06/17/2009 10:14 AM

Final Approval Date: 06/17/2009

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6. Amendments. Any change to the terms or conditions of this Agreement after its execution or any attachments to it shall not be effective unless it is made in writing and signed by both Parties.

7. Reduction to Writing. All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

8. Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the following addresses:

County:
Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

TexHealth Central Texas:
James I. Rodriguez, FACHE
President and CEO
TexHealth Central Texas, Inc. c/o ICC
2101 IH-35 South, Suite 500
Austin, TX 78741

9. Law and Venue. This Agreement is governed by the laws of the United States of America and the State of Texas and all obligations under this Agreement shall be performable in Travis County, Hays County, Williamson County (or other participating county), Texas. Venue for any dispute arising out of this Agreement is in Williamson County, Texas.

10. Severability. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction the remainder of the Agreement shall remain valid and binding.

11. Headings. Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

12. Gender and Number. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

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13. Termination for Convenience. The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to TexHealth Central Texas. No penalty will be assessed for County's termination of this Agreement for convenience.

14. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure of the funds under this Agreement. TexHealth Central Texas understands and agrees that the County's payment of funds under this Agreement 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 disbursements under this Agreement.

15. Successors and Assigns/Assignment. This Agreement shall be binding upon and inure to the benefit of Parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all Parties to this Agreement.

By the signatures affixed below, the Parties agree to the terms of this Agreement effective on the latest signature date.

Dan A. Gattis,
Williamson County Judge



James I. Rodriguez, FACHE *by HIC*
President and CEO
TexHealth Central Texas, Inc.

Date: _____

Date: 6-11-09

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2. Obligations of TexHealth Central Texas. TexHealth shall, at minimum, provide the following:

- Physician, hospital, medication, and mental health services;
- Reasonable payment rates and a regional provider network;
- One plan, averaging \$245/mo/employee. Monthly cost ranges from \$120 to \$515/mo/employee depending on age/gender;
- Coverage limitations, annual maximums, deductibles, co-pays and coinsurance;
- Governance by locally-based and locally run non-profit corporation with a regional Board of Directors with at least 2 representatives from Williamson County, which shall be appointed by the Williamson County Commissioners Court;
- Offerings to small employers who have not offered group health insurance to employees in the prior 12 months;
- Minimum of 2500 overall enrollees within the region by 3rd year; and
- Self-sustained funding by the beginning of year 4.

3. Reporting Obligations and Right to Audit. TexHealth Central Texas agrees to provide to the County information that the County requests concerning the Program, including a report accounting for both the expenditure of the Funds disbursed pursuant to this Agreement and the services provided by or through TexHealth. The report should also include services provided broken out by county. TexHealth Central Texas agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of TexHealth Central Texas which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. TexHealth Central Texas agrees that County shall have access during normal working hours to all necessary TexHealth Central Texas 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 TexHealth Central Texas reasonable advance notice of intended audits.

4. Timing of Disbursement. The County will disburse the Funds within fifteen (15) business days of the later of the signing of this Agreement by both Parties or the County's receipt of an invoice from TexHealth Central Texas for the Funds. For all future disbursements of amounts over and above the initial Eighty Thousand Dollars (\$80,000) disbursement, if any, TexHealth Central Texas shall send a written request for disbursement which sets forth the amount requested and which describes the need and/or services for which the additional disbursement shall be applied. County shall have thirty (30) days in which to consider approving or denying each request for disbursement.

5. Scope of Program. The Parties agree that the payment made by the County under this Agreement should expand access to health benefits and services for County residents who do not currently have such access, lessen the burden on the County to provide such services, and potentially improve health outcomes for County residents who receive these services.

Aquaforest TIFF Junction Evaluation

June 11,2009

Re: Letter Agreement Between Williamson County Commissioners Court and TexHealth Central Texas, Inc.

This Letter Agreement ("Agreement") is between Williamson County ("County") and TexHealth Central Texas, Inc. ("TexHealth Central Texas") (collectively, the "Parties").

The Central Texas Regional Health Coverage Project was initiated by a group of regional stakeholders, including the County, to develop a basic health plan at an affordable price for small employers and their employees to improve access to healthcare on a regional basis ("Program"). The County and other entities formed TexHealth Central Texas to make available health care coverage for uninsured small employers and their employees who have not offered group health insurance in the immediate past.

On January 27, 2009, the Williamson County Commissioners Court approved participation in the initial capitalization of a small employer health coverage program in an amount up to \$80,000 for the first year to cover the projected Williamson County portion of the capitalization costs for the project, including reserves, start-up, and reinsurance expenses.

Other counties, specifically Travis County Healthcare District and Hays Counties, have committed funding for their projected portion of the initial capitalization costs.

The County anticipates this pilot program will help retain existing small businesses as access to affordable health care will allow them to remain competitive, attract new small businesses, and provide access to affordable health care to individuals who are currently utilizing subsidized County partner services.

The Parties agree to the following terms, for which the Parties acknowledge that there is good and sufficient consideration:

1. Use of Funds. The County shall pay a total of Eighty Thousand Dollars (\$80,000) ("Funds") to TexHealth Central Texas for reserves, start-up, and reinsurance expenses for the first year of TexHealth Central Texas' operation. These Funds shall not be used for subsidizing premiums or any other purpose other than the purposes stated herein. Further, the Parties agree and acknowledge that County shall not be obligated to pay more than \$215,000 in total to TexHealth Central Texas over three years. Following the third year of this Agreement, County will not be obligated to provide any additional funding to TexHealth Central Texas for the continuation of the Program in Williamson County.

US 183 at FM 3405 Traffic Signal Construction
Commissioners Court - Regular Session

Date: 06/23/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of July 22, 2009 at 3:00pm in the Purchasing Department to receive bids for US 183 at FM 3405 Traffic Signal Construction, Bid #09WC713.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 06/16/2009 01:20 PM

Final Approval Date: 06/17/2009
