

**AGREEMENT FOR ENGINEERING SERVICES**  
**(General Engineering Consultant (GEC) –**  
**Construction Management/Inspection Services)**

**THIS AGREEMENT FOR ENGINEERING SERVICES** ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and HNTB Corporation ("HNTB"), whose offices are located at 701 Brazos, Suite 450, Austin, TX 78701, and such Agreement is for the purposes set forth herein below.

**RECITALS:**

**WHEREAS**, County intends to construct various road and drainage projects as a part of the 2013 Road Bond Program (the "Project"); and,

**WHEREAS**, County requires certain Road Bond Program General Engineering Consultant (GEC) - Construction Management/Inspection Services for the 2013 Road Bond Program road and drainage projects in connection with the Project; and,

**WHEREAS**, HNTB is prepared to provide the above mentioned services.

**NOW, THEREFORE, WITNESSETH:**

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

**ARTICLE 1 - EFFECTIVE DATE AND TERM**

The effective date of this Agreement shall be the date of the last party's execution hereinbelow. HNTB is expected to complete the Services described herein in accordance with each Annual Fiscal Year Work Authorization described herein below. If HNTB does not perform the Services in accordance with each applicable Annual Fiscal Year Work Authorization, then County shall have the right to terminate this Agreement as set out below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with each applicable Annual Fiscal Year Work Authorization.

**ARTICLE 2 - ANNUAL FISCAL YEAR WORK AUTHORIZATIONS**

County will prepare and issue Annual Fiscal Year Work Authorizations to authorize HNTB to perform one or more tasks of the Services during a particular County fiscal year. Each Annual Fiscal Year Work Authorization shall describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Annual Fiscal Year Work Authorizations shall be in the general form shown in attached **Exhibit A**. Annual Fiscal Year Work Authorizations are binding only after acceptance and execution by duly authorized representatives of both parties. Each Annual Fiscal Year Work Authorization shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. The amount payable for an Annual Fiscal Year Work

Authorization shall be supported by the estimated cost of the Services as described in the Annual Fiscal Year Work Authorization. The Annual Fiscal Year Work Authorization will not waive HNTB's responsibilities and obligations established in this Agreement.

### **ARTICLE 3 - SCOPE OF SERVICES**

The Scope of Services that HNTB shall provide under this Agreement is set forth in the attached **Exhibit B** (the "Services"). During the term of this Agreement, the Services to be provided for each particular assignment during a particular County fiscal year shall be specifically described in Section A (Scope of Services) of each Annual Fiscal Year Work Authorization.

### **ARTICLE 4 - SCHEDULE**

HNTB shall exercise its reasonable efforts to perform the Services of an applicable Annual Fiscal Year Work Authorization within the time frame set forth in Section B (Schedule) of each Annual Fiscal Year Work Authorization; provided, however, HNTB understands and agrees that time is of the essence and that any failure of HNTB to complete the Services within the agreed work schedule set out in the applicable Annual Fiscal Year Work Authorization may constitute a material breach of this Agreement. HNTB shall notify County in writing as soon as possible if it determines, or reasonably anticipates, that the Services will not be completed in accordance with an applicable Annual Fiscal Year Work Authorization. HNTB shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and the HNTB's standard of performance as defined herein. Where damage is caused to County due to HNTB's negligent failure to perform, County may accordingly withhold, to the extent of such damage, HNTB's payments hereunder without waiver of any of County's additional legal rights or remedies. However, HNTB shall not be liable for damage that is caused to County due to no fault of HNTB and time for HNTB's performance may be extended by County.

### **ARTICLE 5 - COMPENSATION; EXPENSES AND PAYMENT**

**A.** County shall pay and HNTB agrees to accept compensation for the Services performed and to be performed under this Agreement based on the Rate Schedule set forth in the attached **Exhibit C**. Section C (Compensation) of each Annual Fiscal Year Work Authorization shall set forth the compensation to be paid to HNTB for the applicable county Fiscal Year.

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

**C.** HNTB shall prepare and submit to the Williamson County Auditor, in care of Prime Strategies, Inc. (Program Manager), not more frequently than once per month, a progress report. Such progress report shall state the percentage of completion of Services accomplished for an applicable Annual Fiscal Year Work Authorization during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to County.

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

Payments shall be made by County based upon Services actually provided and performed. Upon timely receipt and approval of each invoice, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to withhold payment pending verification of satisfactory Services performed. HNTB has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Annual Fiscal Year Work Authorization were completed. The certified statements shall show the total amount billed to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve HNTB of the responsibility of correcting any errors and/or omissions resulting from its negligence.

**D.** County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the Williamson County Auditor receives the applicable goods under an Annual Fiscal Year Work Authorization; (2) the date the performance of the invoiced services under an Annual Fiscal Year Work Authorization is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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 an error appears in an invoice submitted by HNTB, the Williamson County Auditor shall notify HNTB of the error not later than the twenty first (21<sup>st</sup>) day after the date the Williamson County Auditor receives the invoice. If the error is resolved in favor of HNTB, HNTB shall be entitled to receive interest on the unpaid balance of the invoice submitted by HNTB beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, HNTB shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

## **ARTICLE 6 - COUNTY'S RESPONSIBILITIES**

**A.** County shall be responsible for all matters described in Section D (County's Responsibilities) of each Annual Fiscal Year Work Authorization. In addition, County shall perform and provide the following in a timely manner so as not to delay the Services of HNTB:

- (1) Place at HNTB's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by HNTB to perform its Services.

- (2) Give prompt written notice to HNTB whenever County becomes aware of any development that affects the scope or timing of HNTB's Services, or any defect in the Services of HNTB.
- (3) Advise HNTB of the identity and scope of services of any independent consultants retained by County to provide services in regard to the Project.

**B.** County hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by County to HNTB. If County does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to HNTB, County shall obtain a license or right to use, including the right to sublicense to HNTB. County hereby grants HNTB the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. County represents that HNTB's use of such documents will not infringe upon any third parties' rights and County will indemnify and protect HNTB from any infringement claims arising from HNTB's use of any plans, documents or other materials provided to HNTB in the performance of its Services hereunder.

#### **ARTICLE 7 - STANDARD OF CARE**

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

#### **ARTICLE 8 - INDEMNIFICATION AND LIABILITY**

**A.** EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, HNTB HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST ANY AND ALL EXPENSES AND LIABILITIES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF HNTB IN OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

FOR MATTERS OTHER THAN THOSE ARISING FROM PERFORMANCE OF OR FAILURE TO PERFORM PROFESSIONAL SERVICES, HNTB EXPRESSLY AGREES, TO THE EXTENT CAUSED BY ITS, OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY HNTB, NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS SERVICES AND ANY DIRECT DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES FROM SUCH NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF HNTB, ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION DIRECTLY EMPLOYED BY HNTB. SUCH COSTS ARE TO INCLUDE WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS INDEMNITY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO HNTB'S EMPLOYEES AND ANY PERSON DIRECTLY EMPLOYED BY HNTB (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT).

FOR MATTERS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT, HNTB WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL JUDGMENTS, LOSSES, DAMAGES, COSTS AND EXPENSES TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION OF HNTB OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY HNTB IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES.

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF HNTB OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY HNTB, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE ADMINISTRATION OF THE AGREEMENT BY HNTB OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY HNTB, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN HNTB IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. HNTB SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT HNTB OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY HNTB CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND LEGAL FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE HNTB OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM, ENTITY OR CORPORATION DIRECTLY EMPLOYED BY HNTB ARE ADJUDICATED AT FAULT.

**B.** To the fullest extent permitted by law, neither party shall be liable to the other party for any consequential damages resulting in any way from the performance of this Agreement.

**C.** The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

## **ARTICLE 9 – INSURANCE**

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

1. Workers' Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a minimum limit for Bodily Injury and Property Damage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

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

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it, and HNTB and its insurer(s) waive their rights of subrogation against County on A. (1), (2) and (3) above.

**C. Premiums and Deductible.** HNTB shall be responsible for payment of premiums for all of the insurance coverages required under this section. HNTB further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which HNTB is responsible hereunder, HNTB shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in HNTB's insurance under A. (2) and (4) above must be declared and approved in writing by County in advance. Any deductibles or self-insured retentions over \$250,000 in HNTB's Workers' Compensation coverage and any deductibles or self-insured retentions over \$100,000 in HNTB's Business Automobile Liability Insurance coverage must be declared and approved in writing by the County in advance.

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

**E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

**F. Certification of Coverage.** HNTB shall furnish County with a certification of insurance issued by the insurer or an authorized representative of the insurer. HNTB shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, HNTB shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by HNTB, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement

and/or Exhibits which absolutely requires arbitration of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

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

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

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

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

Williamson County Auditor  
c/o: Pam Navarrette  
710 Main Street, Suite 301  
Georgetown, Texas 78626

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

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

## **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

**A.** HNTB shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to HNTB, to fulfill contractual responsibilities to County or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to HNTB in a Annual Fiscal Year Work Authorization.

**B.** In the event the County requests HNTB to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to HNTB for review at least 15 days prior to the requested date of execution. HNTB shall not be required to execute any certificates or documents that in any way would, in HNTB's sole judgment, (a) increase HNTB's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in HNTB having to certify, guarantee or warrant the existence of conditions whose existence HNTB cannot ascertain.

## **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Because HNTB has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, HNTB's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. HNTB does not guarantee that proposals, bids, or actual Project costs will not vary from HNTB's cost estimates or that actual schedules will not vary from HNTB's projected schedules.

## **ARTICLE 12 – REUSE AND OWNERSHIP OF DOCUMENTS**

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

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

Upon execution of this Agreement, HNTB grants to County permission to reproduce HNTB's Work Products for purposes of the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Agreement. HNTB shall obtain similar permission from HNTB's subcontractors/subconsultants consistent with this Agreement. If and upon the date HNTB is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of HNTB. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment

suppliers to reproduce applicable portions of HNTB's Work Products appropriate to and for use in their execution of the Work. Submission or distribution of HNTB's Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of HNTB's Work Products shall be at County's sole risk and without liability to HNTB and its engineers.

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

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

#### **ARTICLE 13 - NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED**

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

**B. Debarment Certification.** HNTB must sign the Debarment Certification enclosed herewith as **Exhibit F**.

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

#### **ARTICLE 14 - VIOLATION OF AGREEMENT TERMS/BREACH; TERMINATION AND SUSPENSION**

**A. Violation of Agreement Terms/Breach.** Violation of the terms of this Agreement or breach of contract by HNTB shall be grounds for termination of this Agreement, and any increased costs arising from HNTB's default, breach of contract, or violation of this Agreement's terms shall be paid by HNTB.

**B. Termination.** This Agreement may be terminated as set forth below:

1. By mutual agreement and consent, in writing, of both parties.
2. By County, by notice in writing to HNTB, as a consequence of failure by HNTB to perform the Services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By County, for reasons of its own and not subject to the mutual consent of HNTB, upon not less than thirty (30) days' written notice to HNTB.
5. By satisfactory completion of all Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to HNTB. In determining the value of the Services performed by HNTB prior to termination, County shall be the sole judge. Compensation for Services at termination will be based on a percentage of the Services completed at that time. Should County terminate this Agreement under Subsection (4) immediately above, then the amount charged during the thirty-day (30) notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

**C. Suspension.** County may suspend performance of this Agreement for County's convenience upon written notice to HNTB. HNTB shall suspend performance of the Services on a schedule acceptable to County, and County shall pay HNTB for all the Services performed plus suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to HNTB's compensation and the Project schedule.

**D.** The provisions of this Article shall also apply to each individual Annual Fiscal Year Work Authorization, separate and apart from any other Annual Fiscal Year Work Authorizations, and without terminating or otherwise affecting this Agreement as a whole.

## **ARTICLE 15 - DELAY IN PERFORMANCE**

**A.** Neither County nor HNTB shall be considered in default of this Agreement or any Annual

Fiscal Year Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either County or HNTB under this Agreement or any Annual Fiscal Year Work Authorization. HNTB shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

**B.** Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

#### **ARTICLE 16 - PROJECT TEAM**

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

Robert B. Daigh, P.E.  
Sr. Director of Infrastructure  
Williamson County Department of Infrastructure  
3151 S. E. Inner Loop,  
Georgetown, Texas 78626

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

HNTB's Designated Representative for purposes of this Agreement is as follows:

Richard Ridings, P.E.  
HNTB Corporation  
701 Brazos, Suite 450  
Austin, TX 78701

HNTB shall have the right, from time to time, to change HNTB's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by HNTB under this Agreement, HNTB's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by HNTB's Designated Representative on behalf of HNTB shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by HNTB's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by HNTB's Designated Representative shall be binding on HNTB. HNTB's Designated Representative shall have the right to modify, amend and execute Annual Fiscal Year Work Authorizations, Supplemental Annual Fiscal Year Work Authorizations and amendments of this Agreement on behalf of HNTB.

#### **ARTICLE 17 - NOTICES**

**A.** Any notice required by this Agreement shall be made in writing to the address specified below:

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

With copy to: Robert B. Daigh, P.E.  
Sr. Director of Infrastructure  
Williamson County Department of Infrastructure  
3151 S. E. Inner Loop,  
Georgetown, Texas 78626

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

and to: County Auditor  
Williamson County  
710 Main Street, Suite 301  
Georgetown, Texas 78626

**HNTB:** HNTB Corporation  
701 Brazos, Suite 450  
Austin, TX 78701  
Attn: Richard Ridings

**B.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of County and HNTB.

#### **ARTICLE 18 - DISPUTES**

**A.** In the event of a dispute between County and HNTB arising out of or related to this Agreement, or any Annual Fiscal Year Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

**B.** If the parties' senior officers are unable to resolve the dispute within thirty (30) days following the date in which the senior officers meet, and if a party wishes to pursue the claim subject of the dispute, such claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Agreement.

**C.** During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

#### **ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY**

**A.** During the performance of this Agreement and to the extent the Project is a federally funded project, HNTB, for itself, its assignees and successors in interest agrees as follows:

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

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

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by HNTB for work to be performed under a subcontract, including procurements of materials or leases of

equipment, each potential subcontractor/subconsultant or supplier shall be notified by HNTB of HNTB's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

- a. withholding of payments to HNTB under the contract until HNTB complies, and/or;
- b. cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions. HNTB shall include the provisions of Subsections (1) through (6) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. HNTB shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, HNTB may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, HNTB may request the United States to enter into such litigation to protect the interests of the United States.

**B.** HNTB hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. HNTB affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is HNTB's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

**C.** HNTB further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

## **ARTICLE 20 - CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

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

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

1. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
2. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
3. National Environmental Policy Act (NEPA)
4. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
5. Americans with Disabilities Act (ADA) Regulations
6. U.S. Army Corps Regulations
7. International Building Code, current edition as updated
8. Williamson County Design Criteria & Project Development Manual, latest edition
9. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
10. Williamson County Protocol for Sustainable Roadsides, latest edition
11. TxDOT Bridge Design Manual - LRFD, latest edition
12. TxDOT Geotechnical Manual, latest edition

## **ARTICLE 21 - GENERAL PROVISIONS**

**A. Waiver.** A waiver by either County or HNTB of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**B. Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Annual Fiscal Year Work Authorization. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**C. Successors and Assigns.** County and HNTB each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a

partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

**D. Assignment.** Neither County nor HNTB shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, HNTB may assign its rights to payment without County's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent HNTB from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

**E. No Third Party Rights.** The Services provided for in this Agreement are for the sole use and benefit of County and HNTB. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and HNTB.

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

**G. Accounting Records.** HNTB agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing the Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. HNTB 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 HNTB which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. HNTB further agrees that County shall have access during normal working hours to all necessary HNTB 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 HNTB reasonable advance notice of intended audits.

**H. Personnel, Equipment and Material.** HNTB shall furnish and maintain, at its own expense, quarters for HNTB personnel use in the performance of all Services, and adequate and sufficient personnel and equipment to perform the Services as required. All employees of HNTB shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of HNTB who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the Services shall immediately be removed from association with the Project when so instructed by County. HNTB certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Agreement, or will obtain such personnel from sources other than County. HNTB may not change the Project Manager without prior written consent of County.

**I. 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.

**J. 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.

**K. 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.

**L. 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.

**M. 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.

**N. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any amendment of this Agreement and the terms and conditions set forth in any Exhibit, Appendix, Annual Fiscal Year Work Authorization or Supplemental Annual Fiscal Year Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any amendment of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Annual Fiscal Year Work Authorization or Supplemental Annual Fiscal Year Work Authorization to this Agreement.

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

## **ARTICLE 22 - PRIOR AGREEMENTS SUPERSEDED AND AMENDMENTS**

This Agreement constitutes the sole agreement of the parties hereto, and supersedes any prior

understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing. The terms set out in this Agreement may be modified by a written fully executed amendment.

### **SIGNATORY WARRANTY**

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

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

### **COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

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

### **HNTB CORPORATION**

By: Richard L. Ridings

Printed Name: RICHARD L. RIDINGS

Title: VICE PRESIDENT

Date: 4/25, 2014

## **Exhibit A - Sample Annual Fiscal Year Work Authorization**

### **ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER \_\_\_\_\_**

This Annual Fiscal Year Work Authorization is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Construction Management/Inspection Services), dated \_\_\_\_\_, 20\_\_\_\_ (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (HNTB). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

*[Insert a brief description of the Project elements to which the Annual Fiscal Year Work Authorization applies]*

#### **Section A. - Scope of Services**

A.1. HNTB shall perform the following Services:

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

A.3. In conjunction with the performance of the foregoing Services, HNTB shall provide the following submittals/deliverables (Documents) to County:

#### **Section B. - Schedule**

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 20\_\_\_\_. HNTB shall perform the Services and deliver the related Documents (if any) according to the following schedule:

#### **Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, County shall pay to HNTB the not-to-exceed amount of \$\_\_\_\_\_, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to HNTB according to the Rate Schedule and terms of the Agreement.

**Section D. - County's Responsibilities**

County shall perform and/or provide the following in a timely manner so as not to delay the Services of HNTB. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

IN WITNESS WHEREOF, the County and HNTB have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas  
(County)

HNTB Corporation  
(HNTB)

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

## **EXHIBIT B**

### **SCOPE OF SERVICES TO BE PROVIDED BY HNTB**

The services to be performed by HNTB under the Agreement shall consist of providing Road Bond Program General Engineering Consultant (GEC) - Construction Management/Inspection Services required to initiate and monitor construction of projects for the 2013 Road Bond Program road and drainage projects.

HNTB shall furnish materials required to perform the engineering services specified below.

1. Assist program manager and provide construction program activities related to establishing the systems and procedures to implement the construction of road bond projects. Including:
  - a) Review available Standard Detail sheets for County road projects, and revise, as necessary. Update Standard Detail sheets, as needed.
  - b) Review existing Construction Specifications, and revise, as necessary. Create new Construction Specifications/Provisions, as needed.
  - c) Review existing Williamson County Bid Package and Contract Documents and revise, as necessary.
2. Provide constructability reviews for each project, including:
  - a) Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed Right-of-Way (ROW) maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
  - b) Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
  - c) Review proposed construction phasing, and verify that all aspects of the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
  - d) Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
  - e) Review geotechnical recommendations and ensure the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
  - f) Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
  - g) Review reasonableness of engineering fee estimate for each project.
  - h) Provide value engineering services for projects outside of scope and budget, as necessary.

3. Provide bid phase services, including but not limited to:

- a) Coordinate the preparation of the final bid documents.
- b) Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
- c) Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
- d) Facilitate the pre-bid conference.
- e) Prepare/distribute meeting minutes and sign-in sheet to attendees.
- f) Assist County and design engineer with answering contractor questions during advertisement period.
- g) Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
- h) Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- i) Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
- j) Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
- k) Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- l) Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

4. Manage and oversee the construction of the road bond projects, including but not limited to:

- a) Coordinate the preparation and execution of the construction contract documents.
- b) Prepare and distribute Notice of Award to contractor.
- c) Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
- d) Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
- e) Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
- f) Prepare and submit Notice of Intent to TCEQ and others, as required.
- g) Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
- h) Prepare and distribute the Notice to Proceed to contractor.
- i) Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate work authorizations as needed.
- j) Review and evaluate contractor's construction schedule.
- k) Receive and process/approve construction submittals.
- l) Receive and review/document subcontractor agreements.
- m) Perform construction observation and documentation, and provide on-site manpower (HNTB staff or subconsultants) on an as-needed basis to oversee construction of the projects.

- n) Attend weekly construction progress meetings.
- o) Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
- p) Photograph ongoing construction activities through construction of projects.
- q) Prepare monthly construction update presentation for the Court.
- r) Prepare and issue traffic control notifications to affected entities.
- s) Perform and document traffic control inspections.
- t) Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
- u) Receive and review QC test results for compliance with the specifications.
- v) Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- w) Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- x) Assist the County in documentation of the DBE program.
- y) Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- z) Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- aa) Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- bb) Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- cc) Review and approve monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- dd) Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- ee) Coordinate with bond holders as necessary in the event of default by the prime contractor.
- ff) Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- gg) Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

5. Manage and oversee construction project close-out and warranty period, including:
  - a) Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
  - b) Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
  - c) Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
  - d) Obtain final record drawings from Contractor and review for accuracy. Maintain a file containing final record drawings for each project.
  - e) Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
  - f) Review and approve final pay application and retainage release.
  - g) Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
  - h) Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
  - i) Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work, and prepare/issue notice to contractor upon successful completion of warranty period.
  - j) Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.
6. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.
7. Assist County staff and the County Commissioners and program management personnel with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
8. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.
9. Assist County PIO in presenting the most up-to-date and relevant information for posting on the appropriate County website.
10. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.
11. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities,

or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

12. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.
13. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure all ROW obligations are met during construction.
14. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.
15. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments on behalf of the Road Bond Team to facilitate construction of the Road Bond projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.
16. Provide support to the County as requested in the event of a third-party claim.
17. Implement and maintain ProjectWise service with internet project database to facilitate project management and coordination of construction efforts.
18. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the construction phase of road bond projects.
19. Prepare and issue project documentation throughout the duration of the project.
20. Continually identify and assess industry best practices that might be of value to the Road Bond Program.

## EXHIBIT C

### RATE SCHEDULE

Classification	2014 Billing Rate	2014 Premium OT Billing Rate
Sr. Financial Advisor	\$330	N/A
Deputy Program Manager	\$320	N/A
Sr. Project Advisor	\$295	N/A
Project Advisor	\$265	N/A
Sr. Project Manager	\$225	N/A
Project Manager	\$200	N/A
Sr. Engineer	\$185	N/A
Environmental Specialist	\$175	N/A
Sr. ROW Agent	\$175	N/A
Deputy Project Manager	\$175	N/A
Project Engineer	\$160	N/A
Sr. Environmental Planner	\$145	N/A
Construction Manager	\$140	N/A
Business Manager	\$140	N/A
ROW Agent	\$135	N/A
Sr. CADD Technician	\$135	N/A
Sr. Project Controls	\$135	N/A
Design Engineer	\$125	N/A
Sr. Construction Representative	\$125	\$147
Environmental Planner	\$105	N/A
Sr. Project Analyst	\$105	N/A
Construction Representative	\$105	\$123
Sr. Public Involvement Representative	\$100	N/A
EIT	\$100	N/A
Project Analyst	\$90	N/A
Scheduler	\$90	N/A
GIS Analyst	\$85	N/A
Project Controls	\$75	N/A
Administrative Assistant	\$70	N/A
CADD Technician	\$70	N/A
Intern	\$60	\$70

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

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

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

## **Exhibit D**

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

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

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

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

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

#### **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs

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

### **3. Meals**

- 3.1 Meal reimbursements are limited to the daily maximum amount listed in the current GSA per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the

- vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
  - 3.4 County will not reimburse for alcoholic beverages.
  - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.
  - 3.6 No meals purchased for entertainment purposes will be allowed.
  - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

#### **4. Lodging**

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

#### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

#### **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service
- 10.5 Movie rentals
- 10.6 Damage to personal clothing
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to air, hotel and/or car rental
- 10.13 Auto repairs
- 10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
- 10.15 Saunas, massages or exercise facilities
- 10.16 Credit card delinquency fees
- 10.17 Doctor bills, prescription and other medical services
- 10.18 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**Exhibit E**

**CERTIFICATES OF INSURANCE**

**ATTACHED BEHIND THIS PAGE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER IMA, Inc.  51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210	1-913-982-3650	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED HNTB Corporation  701 Brazos, Suite 450  Austin, TX 78701		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: Liberty Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 23035 42404

## COVERAGES

CERTIFICATE NUMBER: 39426573

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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"/> PRO-JECT <input type="checkbox"/> LOC		TB7-Z41-433035-213	12/01/13	12/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AS2-Z41-433035-203	12/01/13	12/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WA2-Z4D-433035-664	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HNTB Job 62811; 2013 Road Bond Program. If required by a written agreement, Williamson County, its directors, officers, and employees are included as additional insured with respect to General Liability and Automobile Liability insurance, subject to the terms and conditions of the policy. The insurance is primary and non-contributory on the General Liability and Automobile policies, subject to policy terms and conditions. If required by a written agreement, a waiver of subrogation is provided in favor of Williamson County as respects General Liability, Automobile Liability, and Workers' Compensation, subject to policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

Williamson County, Texas  
Williamson County Auditor  
c/o Pam Navarrette  
710 Main Street, Suite 301  
  
Georgetown, TX 78626

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

<b>PRODUCER</b> Lockton Companies  444 W. 47th Street, Suite 900  Kansas City, MO 64112-1906	1-816-960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Lloyds of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>FAX (A/C, No):</b> <b>NAIC #</b>
<b>INSURED</b> HNTB Corporation  701 Brazos, Suite 450  Austin, TX 78701			

**COVERAGES**

CERTIFICATE NUMBER: 39426677

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			B0146LDUSA1404553	05/01/14	05/01/15	Per Claim & Annual Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HNTB Job 62811; 2013 Road Bond Program

**CERTIFICATE HOLDER****CANCELLATION**

Williamson County, Texas  
Williamson County Auditor  
c/o Pam Navarrette  
710 Main Street, Suite 301  
  
Georgetown, TX 78626

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Exhibit F

DEBARMENT CERTIFICATION

STATE OF TEXAS

§  
§

COUNTY OF WILLIAMSON §

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

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

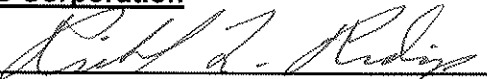
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction;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

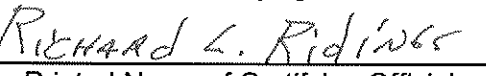
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

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

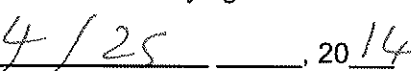
(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

**HNTB Corporation**

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

  
\_\_\_\_\_  
Printed Name of Certifying Official

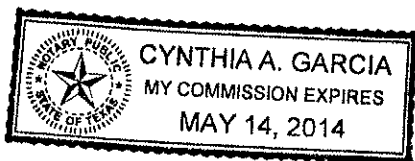
  
\_\_\_\_\_  
Title of Certifying Official

  
\_\_\_\_\_, 2014  
Date

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

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Richard Ridings  
the Vice President of HNTB Corporation, on behalf of said  
firm.



Cynthia A. Garcia  
Notary Public in and for the  
State of Texas

My commission expires: May 14, 2014