



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

## **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION**

Williamson County Comprehensive Parks Master Plan Professional Services

**QUALIFICATIONS MUST BE RECEIVED ON OR  
BEFORE:**

**Feb 1, 2017 11:00:00 AM CST**

**QUALIFICATIONS WILL BE PUBLICLY  
OPENED:**

**Feb 1, 2017 11:00:00 AM CST**

Notice is hereby given that sealed Qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive Qualifications. Specifications for this RFQ may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of the Qualifications.**

**All electronic Qualifications must be submitted via:** [www.bidsync.com](http://www.bidsync.com)

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

**Respondents are strongly encouraged to carefully read this entire RFQ.**

**Electronic Qualifications are requested**, however paper qualifications will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.**

- ✓ If mailed or delivered in person, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**

901 South Austin Avenue

Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."
- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.
- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**
- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.
- ✓ All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
- ✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the RFQ will be posted on [www.bidsync.com](http://www.bidsync.com).
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

**Bid 1612-132****Williamson County Comprehensive Parks Master Plan Professional Services**

Bid Number 1612-132  
 Bid Title Williamson County Comprehensive Parks Master Plan Professional Services

Bid Start Date In Held  
 Bid End Date Feb 1, 2017 11:00:00 AM CST  
 Question & Answer End Date Jan 25, 2017 3:00:00 PM CST

Bid Contact Teri Jeffries  
 Senior Purchasing Specialist  
 512-943-1553  
 Teri.jeffries@wilco.org

Contract Duration 1 year  
 Contract Renewal Not Applicable  
 Prices Good for 180 days

Bid Comments **Williamson County is seeking a statement of Interest and Qualifications from qualified Landscape Architectural firms interested in providing professional services related to assisting the County in updating the 2008 Williamson County, Texas Comprehensive Parks Master Plan. Williamson County developed a Comprehensive Park Master Plan in 2001 and again in 2008. Both plans have served the County well in guiding park and trail development, in parkland and open space acquisitions, and in obtaining grants. It is now time to update the plan to assist the County with future direction regarding future growth and Park planning.**

**Item Response Form**

Item 1612-132--01-01 - Add all proposal documents to this line item.

Quantity 1 each

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**  
Williamson County Purchasing Department  
 901 S. Austin Avenue  
 Georgetown TX 78626  
 Qty 1

**Description**

Please add all proposals and required documents to this line item.

## INTRODUCTION

Williamson County is seeking/requesting a Statement of Interest and Qualifications (SOQ) from qualified Landscape Architectural firms interested in providing professional services related to updating the 2008 Williamson County, Texas Comprehensive Parks Master Plan. The deadline for submitting proposals is February 1, 2017.

## GENERAL INFORMATION

Williamson County developed a *Comprehensive Park Master Plan* in 2001, and again in 2008 (2008 Plan). Both plans have served the County well in guiding park and trail development, in parkland and open space acquisition, and in obtaining grants. It is time to update the existing plan to help guide future direction for the department and for the County.

## DESCRIPTION OF PROJECT

The purpose of the Master Plan revision is:

- A. To continue to provide the framework of orderly and consistent planning and development.
- B. To provide detailed facts concerning the community and the County through inventories and research.
- C. To establish priorities through a community based needs analysis, and through public input.
- D. To provide direction with park land acquisition, open space needs, and in development to meet future needs.
- E. To meet grant requirements from a variety of sources, to include the Texas Parks and Wildlife Department grant program.

## PLANNING PROCESS GOALS AND OBJECTIVES

- A. To update the *2008 Comprehensive Park Master Plan* to address current and future needs and services of Williamson County.
  - 1. Provide an inventory of all public recreation providers in the County.
  - 2. Identify immediate and short-term improvements in parks.
  - 3. Identify long term planning for parks, facilities and trails.
  - 4. Meet revised program and scoring criteria and format requirements for recreation grant programs administered by the Texas Parks and Wildlife Department.
  - 5. To identify practical, cost efficient means of maintaining and upgrading existing parks, facilities, and trails to a prescribed standard and purpose.
  - 6. To provide information on History of Williamson County Parks & Recreation, Trends and Best Practices, Mapping, Action Plans, and Management & Implementation of the *Master Plan*.
- B. To address the needs for acquiring new park land and open space.
- C. To develop recreational facilities on both new lands and in existing, operational parks.

- D. To enlist community interest by encouraging individuals, citizen groups, businesses, and public/private partnerships to identify and secure funds, resources, property, and manpower for the development and operation of the Williamson County Parks and Recreation system.
- E. To provide a strategy and related criteria for private sponsorships of park facilities and related criteria.
- F. To increase and enhance outdoor recreation opportunities by providing a County system of parks, facilities, trails, preserves, and open space that maximizes the use of resources while complementing Parks and Recreation activities provided by the U.S. Army Corps of Engineers, Cities, and MUD's in the County.
- G. To have the Commissioners Court endorsed, *Updated Comprehensive Park Master Plan* complete, in place, and to the Texas Parks and Wildlife Department by May 31, 2017 to meet their grant application submittal deadline.

#### SCOPE OF SERVICE REQUESTED

The following is the minimum scope of services to be provided by the planning consultant selected for the project:

- A. Formulation of a workplan
  - 1. Consultant will prepare a work plan and meet with the Parks Department staff to review the work schedule, to discuss information to be provided by the County, to review the public involvement process, and to discuss project deliverables
    - i. The work plan shall include a schedule of meetings with Parks and Recreation Department staff, the public, the Commissioners Court, and it should document deliverable dates.
  - 2. Public Involvement process
    - i. Consultant shall outline a public involvement process and prepare all necessary meeting materials, questionnaires, graphics, etc. and shall participate in at least four (4) public meetings.
    - ii. Consultant shall analyze and summarize public input received, consider findings during the needs assessment process, and include information relevant to public input in the final master plan report.
- B. Conduct a needs analysis to reflect the addition of new facilities/parkland and changes in the community since the *2008 Plan*. Include the 2013 Bond Committee recommendations.
- C. Review and incorporate appropriate items from the following planning documents relevant to the parks and recreation areas/facilities and needs in Williamson County:
  - 1. *2001 Williamson County Comprehensive Park Plan*
  - 2. *2008 Comprehensive Park Master Plan*
  - 3. *Park Master plans from the Cities /MUDs in the County (with Park Master Plans)*
  - 4. *Williamson County Trails Master Plan (Gap Analysis)*
  - 5. *Texas State Outdoor Recreation Plan (SCORP)*
- D. Update the parks and recreation action plan, priorities, phasing, and strategies to reflect the public involvement process and needs analysis (*2008 Plan*).

- E. Review current City and socio-economic/demographic information and growth patterns and incorporate new trends and or changes into the *Updated Comprehensive Parks Master Plan*.
- F. Provide ten (10) copies of the updated draft of the *Comprehensive Parks Master Plan* for review by the Commissioners Court.
- G. Make a presentation to the Commissioners Court on the draft *Updated Comprehensive Parks Master Plan* document.
- H. Provide twenty (20) bound copies of the final *Updated Comprehensive Parks Master Plan* and all plan documents in an acceptable electronic format for County use and reproduction.

Technical County Representative for this contract will be:

Randy Bell

Williamson County Parks Director

219 Perry Mayfield

Leander, Texas 78641

[randybell@wilco.org](mailto:randybell@wilco.org)

512-943-1922

### RFQ Comments, Requirements and Evaluation

Williamson County is seeking/requesting a Statement of Interest and Qualifications (SOQ) from qualified Landscape Architectural firms interested in providing professional services related to updating the *2008 Williamson County, Texas Comprehensive Parks Master Plan*.

If entering an electronic Statements of Qualifications in BIDSYNC (PREFERRED), the following documents **MUST** be completed and attached to FIRST LINE ITEM. The response shall be structured as defined below:

1. Page one: A one (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. Page two: Provide organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart. **Note:** This can be an 11x17 page, and will count as 1 page; however, all other pages must be on 8-1/2 x 11.
3. Page three: Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in February of 2017.
4. Page four: Provide information regarding the Project Manager's experience, knowledge, skills and abilities as they relate to developing comprehensive park master plans.
5. Pages five and six: Provide information regarding the key project staff's experience, knowledge, skills and abilities as they relate to developing comprehensive park master plans.
6. Page seven: Provide information regarding firm's understanding of the proposed work.
7. Appendix A: Provide resumes of Project Manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered non-responsive.** Limit resumes to no more than four single sided pages, per individual resume.
8. Appendix B: Debarment and Licensing Certificate
9. Appendix C: Conflict of Interest Statement

NOTE: If filing electronically via BIDSYNC, the "Conflict of Interest Statement" and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

### Pass/Fail Criteria

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

**Evaluation and Scoring Criteria for the Statement of Qualifications**

<b>Evaluation Criteria</b>	<b>Maximum Score Points</b>	<b>Please select a whole number from the list provided for each question</b> (Decimal scoring or unlisted rating scores are not permitted)
Office in Texas	<b>Pass or Fail</b>	<b>Requirement to be considered.</b>
<u>Project Manager's</u> Experience/Qualifications with revising and developing comprehensive park master plans.	35	35 = Significantly Exceeds Requirements 26= Exceeds Requirements 18 = Meets ALL requirements 10 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>Individual's</u> on Project Team Experience/Qualifications with revising and developing comprehensive park master plans.	30	30 = Significantly Exceeds Requirements 24 = Exceeds Requirements 16 = Meets ALL requirements 8= Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>Availability of Project Manager, task leads and relevant staff</u>	20	20 = Significantly Exceeds Requirements 15 = Exceeds Requirements 10 = Meets ALL requirements 5 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>Understanding of Project and ability to expedite</u>	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<b><u>Total Evaluation Points</u></b>	<b>100</b>	

**Evaluation and Selection process**

Statements of Qualifications shall be evaluated and scored by a committee of Williamson County employees using the Evaluation and Scoring Criteria enclosed. Depending on the results of the RFQ evaluation, Williamson County may or may not utilize an interview phase. If interviews are used, Williamson County anticipates inviting approximately two to three top scoring respondents to an interview. During the interview, invited respondents shall address criteria included in their letter of invitation for an interview. The top-ranking respondent shall be considered to be selected to enter into negotiations for a contract. If negotiations are successful, the selected firm shall be recommended to the Williamson County Commissioners Court for final selection and contract approval. The method of payment will be lump sum fee agreement with payments distributed throughout the life of the project based upon percentages of work completed. Please note that the Williamson County Commissioners Court will make the final selection of providers for all contracts.



## 1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

**If mailed or delivered in person**, Statements of Qualifications and Statements of Qualifications addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**

901 South Austin Avenue

Georgetown, Texas 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent.

Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.

Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

## 2. General Information

### 2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

### 2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

### 2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

### 2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

### 2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

## 2.6 Certificate of Interested Parties Texas Ethics Commission (Form 1295)

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. **The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.**

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least \$1 million.

**Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.**

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form **notarized**
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

After Commissioners Court award of the contract, Williamson County must:

- (1) notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.



 <https://0f81d5c2334756a8d26a-7c1335b7194851f9117ef1037604d9f5.ssl.cf1.rackcdn.com/Proposal%20References.PNG>

### List

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three  
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in  
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were  
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provided  
by  
Respondent.

### Reference

1

Client  
Name:  
Location:


Contact  
Name:  
Title:

**CONFLICT OF INTEREST QUESTIONNAIRE****For vendor or other person doing business with local governmental entity****Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1

**Name of person doing business with local governmental entity.**


2

**Check this box if you are filing an update to a previously filed questionnaire.**
☐

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

	5
	6

4

**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

	5
	6



# **CONFLICT OF INTEREST QUESTIONNAIRE** **For vendor or other person doing business with local governmental entity**

**Form CIQ**  
**Page 2**

5

**Name of local government officer with whom filer has affiliation or business relationship.**  
**(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

	5
	6

**6. Describe any other affiliation or business relationship that might cause conflict of interest:**

	5
	6

7

Signature of person doing business with the governmental entity

Date

**Signature not required if completing in BIDSYNC electronically.**

## DEBARMENT AND LICENSING 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 Firm named herein below 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 (federal, state or local) 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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
- (e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- (f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

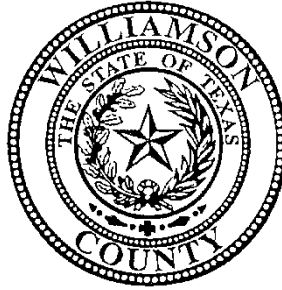
on this the  day of , 20, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.





**AGREEMENT  
FOR  
LANDSCAPE ARCHITECTURAL SERVICES**

**THIS AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES** ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County," Williamson County," or "County," and \_\_\_\_\_, hereinafter "L/A."

**R E C I T A L S**

**WHEREAS**, County desires to update its 2008 Williamson County, Texas Comprehensive Parks Master Plan, hereinafter called the "Project", in order to continue to provide: the framework of orderly and consistent planning and development; detailed facts concerning the community and the County through inventories and research; establish priorities through a community based needs analysis, and through public input; direction with park land acquisition, open space needs, and in development to meet future needs; and meet grant requirements from a variety of sources, to include the Texas Parks and Wildlife Department grant program.

**WHEREAS**, the County further desires that the L/A perform certain professional Landscape Architectural Services in connection with the Project; and

**WHEREAS**, the L/A represents that it is qualified and desires to perform such services;

**NOW, THEREFORE**, the County and the L/A, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**TABLE OF ARTICLES**

- |          |                                      |
|----------|--------------------------------------|
| <b>1</b> | <b>INITIAL INFORMATION</b>           |
| <b>2</b> | <b>L/A's RESPONSIBILITIES</b>        |
| <b>3</b> | <b>SCOPE OF L/A's BASIC SERVICES</b> |
| <b>4</b> | <b>ADDITIONAL SERVICES</b>           |
| <b>5</b> | <b>OWNER'S RESPONSIBILITIES</b>      |
| <b>6</b> | <b>COST OF THE WORK</b>              |
| <b>7</b> | <b>COPYRIGHTS AND LICENSES</b>       |
| <b>8</b> | <b>CLAIMS AND DISPUTES</b>           |
| <b>9</b> | <b>TERMINATION OR SUSPENSION</b>     |

**10 MISCELLANEOUS PROVISIONS**  
**11 COMPENSATION**  
**12 SPECIAL TERMS AND CONDITIONS**  
**13 SCOPE OF THE AGREEMENT**

**ARTICLE 1 INITIAL PROJECT INFORMATION**

§ 1.1 This Agreement is based on the Initial Project Information set forth in this Article 1 or in Exhibit A, if any.

§ 1.2 The County's anticipated dates for commencement and Substantial Completion of the Work are set forth below:

- .1 Commencement date: February \_\_\_\_, 2017
- .2 Completion date: May 31, 2017

§ 1.3 The County and L/A may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the County and the L/A shall appropriately adjust the schedule, the L/A's services and the L/A's compensation.

§ 1.4 The Services covered by this Agreement are subject to a County-approved budget. In the absence of an express provision to the contrary in this Agreement, the L/A shall perform the required services in a manner that will render a Cost of the Work (as defined herein) that does not exceed the most current County-approved budget.

§ 1.5 L/A represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the Services and perform its obligation under this Agreement and under the Contract Documents. L/A further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, and contract administration of projects of similar or like size, complexity, and nature as the above-described Project; (b) the County is relying on L/A's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Services and its obligations under this Agreement; (c) the L/A will assign to this Project qualified individual landscape architects, as required, and experienced personnel to manage those professionals, as needed, to ensure the quality of performance required herein; and (d) the Basic Services Fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

§ 1.6 **Limit of Appropriation.** Prior to the execution of this Agreement, L/A has been advised by County and L/A clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement—that County shall have available the total maximum sum of **\$100,000.00** specifically allocated to fully discharge any and all liabilities which may be incurred by County in bringing the Project to an absolute conclusion, resulting in a complete, fully useable Comprehensive Park Master Plan. All fees and compensation of any sort to the L/A and consultants, and any and all costs for any and all things or purposes inuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision

of this Agreement which might in any light by any person be interpreted to the contrary. L/A does further understand and agree—said understanding and agreement also being of the absolute essence of this Agreement—that the total maximum compensation that L/A may become entitled to hereunder and the total maximum sum, including any amounts for reimbursable expenses, that County shall become liable to pay to L/A hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of **\$100,000.00.**

## **ARTICLE 2 L/A's RESPONSIBILITIES**

**§ 2.1** The L/A shall provide the professional services as set forth in this Agreement. The L/A will provide all professional services necessary to complete the Project. The L/A agrees that the Basic Services Fee, stated in Article 11, represents adequate and sufficient compensation for the timely provision of all professional Basic Services necessary to complete the Project and prepare Documents that fully indicate the requirements of the Project. Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being the "County's responsibility" or "County-provided;" and (2) the cost of those consulting services that become necessary as a result of an County-directed change in Project scope affecting the L/A (and that are subject of a written agreement for Additional Services).

**§ 2.2** The L/A shall perform its services consistent with the professional skill and care ordinarily provided by landscape architects) practicing in the same or similar locality under the same or similar circumstances. The L/A shall perform its services expeditiously in accordance with the schedule developed hereunder.

**§ 2.2.1** The L/A agrees that its Services shall conform to all federal, state, and local statutes and regulations governing its Services and the Project. The L/A agrees that this duty is non-delegable and the L/A, shall be deemed to certify that it has taken reasonable measures to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the L/A's responsibility for compliance with local, state, and federal statutes and regulations including but not limited to those that relate to the ADA or accessibility for the physically-challenged.

**§ 2.3** The L/A shall identify a representative authorized to act on behalf of the L/A with respect to the Project. Once approved by County, the L/A's designated representative shall not be changed without the County's written approval.

**§ 2.4** Except with the County's knowledge and consent, the L/A shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the L/A's professional judgment with respect to the Project.

**§ 2.5 Insurance.** The L/A shall maintain all forms of insurance required below, or by the laws in the State of Texas. In addition to professional liability insurance, the L/A shall also maintain insurance coverage for comprehensive general liability, automobile liability, and workers' compensation by a carrier satisfactory to the County, which carrier shall be licensed to provide such coverage in the State of Texas, on forms and in amounts that are satisfactory to the County. The L/A shall ensure that all of L/A's subconsultants engaged or employed by the L/A carry and

maintain similar insurance covering their respective portions of the Services. The L/A and its subconsultants shall submit proof of such insurance to the County before the submittal of the first invoice to the County, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The County may require that the proof of coverage be in the form of a true and accurate copy of the policies of insurance, themselves. The maintenance of such coverage shall be a condition precedent to County's obligation to pay under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least 30 days prior to any cancellation, or non-renewal.

- .1 General Liability**

Each Occurrence	\$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Person & Advertising Injury Liability	\$1,000,000
Medical	\$1,000

  - Williamson County shall be named as Additional Insured(s)
  - Waiver of Subrogation shall apply in favor of Williamson County
  - 30-day notice of cancellation
- .2 Automobile Liability**

Any one accident or Loss	\$1,000,000
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  - Such coverage shall apply to Owned, Hired, and Non-Owned Automobiles
  - Williamson County shall be named as Additional Insured(s)
  - Waiver of Subrogation shall apply in favor of Williamson County
  - 30 days' notice of cancellation
- .3 Workers' Compensation**

Workers' Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

  - A Waiver of Subrogation shall apply in favor of Williamson County
  - 30 Days' Notice of Cancellation
- .4 Professional Liability**

Each Claim	\$2,000,000
General Aggregate	\$2,000,000

  - Any deductibles or self-insured retentions over \$75,000 must be declared and approved in writing by Williamson County in advance.

### **ARTICLE 3 SCOPE OF L/A'S BASIC SERVICES**

**§ 3.1** The L/A shall provide those Basic Services described in Article 3, and 2.1, including the usual and customary services, unless specifically provided elsewhere.

**§ 3.1.1** The L/A shall manage the L/A's services, consult with the County, research applicable criteria, attend Project meetings, communicate with members of the Project team and report progress to the County. L/A shall also participate in any public hearings requested by County and/or the Williamson County Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

**§ 3.1.2** The L/A shall coordinate its services with those services provided by the County. The L/A shall be entitled to rely on the accuracy and completeness of services and information furnished by the County when that information is transmitted by the County to the L/A and is designated by County to be reliable. The L/A shall provide prompt written notice to the County if the L/A becomes aware of any error, omission or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the L/A shall submit for the County's approval a schedule for the performance of the L/A's services. The schedule initially shall include anticipated dates for the Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the County's review, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the County, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the L/A. With the County's approval, the L/A shall adjust the schedule, if necessary as the Project proceeds..

**§ 3.1.4** The L/A shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2** The minimum Basic Services to be provided by the L/A shall be as follows:

**3.2.1** Formulation of a Work-Plan:

- A.** L/A will prepare a work plan and meet with the Williamson County Parks and Recreation Department ("Parks Department") staff to review the work schedule, to discuss information to be provided by the County, to review the public involvement process, and to discuss Project deliverables.
- B.** The work plan shall include a schedule of meetings with Parks Department staff, the public, the Commissioners Court, and it should document deliverable dates.

**3.2.2** Public Involvement Process:

- A.** L/A shall outline a public involvement process and prepare all necessary meeting materials, questionnaires, graphics, etc. and shall participate in at least four (4) public meetings.

- B. L/A shall analyze and summarize public input received, consider findings during the needs assessment process, and include information relevant to public input in the final master plan report.
- 3.2.3 Conduct a needs analysis to reflect the addition of new facilities/parkland and changes in the community since the 2008 Master Plan. Include the 2013 Williamson County Bond Committee recommendations.
  - 3.2.4 Review and incorporate appropriate items from the following planning documents relevant to the parks and recreation areas/facilities and needs in Williamson County:
    - A. 2001 Williamson County Comprehensive Park Plan
    - B. 2008 Comprehensive Park Master Plan
    - C. Park master plans from the Cities /MUDS in the County (with Park Master Plans)
    - D. Williamson County Trails Master Plan (Gap Analysis)
    - E. Texas State Outdoor Recreation Plan (SCORP)
  - 3.2.5 Update the Williamson County Parks and Recreation action plan, priorities, phasing, and strategies to reflect the public involvement process and needs analysis (2008 Plan).
  - 3.2.6 Review current City and socio-economic/demographic information and growth patterns and incorporate new trends and or changes into the Updated Comprehensive Parks Master Plan.
  - 3.2.7 Provide ten (10) copies of the updated draft of the Comprehensive Parks Master Plan for review by the Commissioners Court.
  - 3.2.8 Make a presentation to the Commissioners Court on the draft Updated Comprehensive Parks Master Plan document.
  - 3.2.9 Provide twenty (20) bound copies of the final Updated Comprehensive Parks Master Plan and all plan documents in an acceptable electronic format for County use and reproduction.

#### **ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** The County may request Additional Services of the L/A. Additional Services will be requested by the County, and confirmed in writing. Should the County request services that the L/A believes to be outside the scope of Basic Services, the L/A shall, before performing those services, inform the County in writing of the L/A's belief that the services requested are Additional Services and shall provide an estimate in writing to the County of the probable total of the Additional Services fees to be incurred in performing the services requested. **The L/A shall not proceed to provide Additional Services until the L/A receives the County's written**

**authorization following County's receipt of the probable total of the Additional Services fees to be incurred in performing the services requested.**

**§ 4.2** Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the L/A, any Additional Services provided in accordance with this Section 4.2 shall entitle the L/A to compensation pursuant to Section 11.3 and an appropriate adjustment in the L/A's schedule. Upon recognizing the need to perform Additional Services, the L/A shall notify the County with reasonable promptness and explain the facts and circumstances giving rise to the need. **The L/A shall not proceed to provide Additional Services until the L/A receives the County's written authorization.**

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. L/A and County acknowledge that the information provided is subject to change, but that the Basic Services Fees indicated herein take that change into account.

**§ 5.2** Intentionally Deleted.

**§ 5.3** With respect to any action, decision or determination which is to be taken or made by County with respect to the Project, the County shall identify a representative authorized to take such action or make such decision or determination or the County's representative shall notify L/A in writing of an individual or governing body (i.e. Williamson County Commissioners Court) responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual or governing body for response or action. County may change the designated representative upon written notice to the L/A; and the County may modify the scope of authority of the designated representative in like manner. The County shall render decisions and approve the L/A's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the L/A's services. The County's representative shall not have any right to modify, amend or terminate this Agreement or issue authority to L/A to perform Additional Services unless otherwise granted such authority by the Williamson County Commissioners Court.

**§ 5.4** The L/A shall coordinate its Services and those of its subconsultants with the services provided by the County or County's separate consultants, if any.

**§ 5.5** The County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the County's needs and interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the L/A's negligence or failure to perform.

## **ARTICLE 6 INTENTIONALLY DELETED**

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The L/A and the County warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The L/A hereby assigns to the County, without reservation, all copyrights in all Project-related documents, models, photographs and other expression created by the L/A. Among those documents are certain “Instruments of Service”. The County’s obligation to pay the L/A is expressly conditioned upon the L/A obtaining a valid assignment of copyrights from its subconsultants in terms similar to those that obligate the L/A to the County as express in this Article 7, which copyrights the L/A, in turn, hereby assigns to County. The County, in return, hereby grants to L/A and its subconsultants a revocable, nonexclusive license to reproduce the documents for purposes relating directly to the L/A’s performance of its obligations under this Agreement, to the L/A’s archival records, and for the L/A’s reproduction of drawings and photographs in the L/A’s marketing materials, provided that the Project-related contents of those materials are approved as requested in Section 7.3 of this Agreement. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Agreement by the L/A or upon termination of this Agreement. This nonexclusive license granted in this Agreement to the L/A may be sub-licensed to the L/A’s subconsultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon L/A’s assignment of this nonexclusive license to another or its attempt to do so.

**§ 7.3** The L/A shall obtain similar nonexclusive licenses from the L/A’s consultants consistent with this Agreement.

**§ 7.3.1** To the extent that liability arises from misuse of the Instruments of Service by the County or another landscape architect, the L/A shall not be responsible for that misuse.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. No other Project-related data, expression, or documents may be reproduced by the L/A or its consultants for any other purpose without the express written permission of the County.

**§ 7.5** If the County subsequently reproduces Project-related documents or creates a derivative work based upon Project-related documents created by the L/A, the County shall (where permitted or required by law) remove or completely obliterate the original professional’s seal, logo, and other indications on the documents of the identity of the L/A or its consultants.

**§ 7.6** The L/A shall maintain the confidentiality of all Project documents and information and shall not publish or in any way disseminate or distribute any Project-related documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written authorization of the County.

**§ 7.7** Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the L/A release any material or



information developed in the performance of its services hereunder without the express written permission of County.

**§ 7.8** No license is granted by this Agreement or otherwise allowing L/A or its consultants to reproduce, distribute, modify, display or otherwise use County-related marks, logos, and graphics. The Parties agree that marks, logos, and graphics related to County are valuable intellectual property and that misuse or misappropriation of them will damage the County.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

**§ 8.1.1** The County and L/A shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law. The County and L/A waive all claims and causes of action not commenced in accordance with this Agreement.

**§ 8.1.2** To the extent damages are covered by proceeds received by the claimant from property insurance, the County and L/A waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Uniform General Conditions for Williamson County. The County or the L/A, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the L/A. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto. Nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

### **§ 8.2 MEDIATION**

**§ 8.2.1** The County and L/A shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement.

**§ 8.2.2** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.3** All disputes not resolved through mediation shall be resolved through litigation in Williamson County, Texas. However, 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.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 The L/A shall give the County 21 days' written notice of the L/A's intention to terminate or suspend the Services under this Agreement. The notice shall detail the L/A's specific reason(s) for its intended termination or suspension and shall state with specificity the means by which the County may cure the alleged reason.

§ 9.2 If the County fails to make payments to the L/A that are otherwise due hereunder, the L/A shall give the County 14 days' advanced written notice of its intention to suspend Services. If the County fails to either pay or justify its lack of payment in accordance with the terms of this Agreement, L/A may give notice of suspension and suspend the Services five (5) days thereafter. Services shall otherwise be performed continually and expeditiously, including during the pendency of disputes.

§ 9.3 If the County suspends the Project for more than 90 cumulative days for reasons other than the fault of the L/A, the L/A may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4. This Agreement may be terminated by the County, with or without cause, for the County's convenience upon not less than seven (7) days' written notice to the L/A. Should the County terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.

§ 9.5 In the event of termination not the fault of the L/A, the L/A shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be performable in Williamson County, Texas. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in Uniform General Conditions for Williamson County, unless a contrary definition is set forth here or inferable herefrom.

§ 10.3 The County and L/A, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Services to be provided by the L/A are deemed to be personal in nature and the L/A may not assign its interest or obligations under this Agreement without the written consent of the County.

§ 10.4 If the County requests the L/A to execute certificates, the proposed language of such certificates shall be submitted to the L/A for review. If the County requests the L/A to execute

consents, the L/A shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the L/A for review. The L/A shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or L/A.

§ 10.6 Unless otherwise required in this Agreement, the L/A shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should the L/A become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the County.

§ 10.7 The L/A shall have the right to include photographic or artistic representations of the design of the Project among the L/A's promotional and professional materials. The L/A shall be given access to the completed Project, when approved by County, to make such representations. However, the L/A's materials shall not include the County's confidential or proprietary information if the County has previously advised the L/A in writing of the specific information considered by the County to be confidential or proprietary.

§ 10.8 If the L/A or County receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. However, 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.

## **ARTICLE 11 COMPENSATION**

§ 11.1 For the L/A's Basic Services, the County shall compensate the L/A as follows:

§ 11.2 For Additional Services designated in Section 4.1, the County shall compensate the L/A as follows:

A lump sum amount to be agreed upon, in advance, between County and L/A. Alternatively, if approved by County, in advance and in writing, L/A's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the County shall compensate the L/A as follows:

A lump sum amount to be agreed upon, in advance, between County and L/A. Alternatively, if approved by County, in advance and in writing, L/A's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

§ 11.4 The hourly billing rates for Additional Services performed by the L/A and the L/A's consultants, if any, are set forth in the attached Exhibit B.

#### **§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 L/A shall be reimbursed for actual non-labor and subcontract expenses incurred directly related to the Project and in the performance of the services under this Agreement strictly in accordance with the Williamson County Vendor Reimbursement Policy, which attached hereto as Exhibit D and is incorporated herein by reference. Reimbursable Expenses are in addition to compensation for Basic and Additional Services.

§ 11.8.2 Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and otherwise fully comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to L/A without mark-up.

§ 11.9 L/A acknowledges that it has reviewed the Williamson County Vendor Reimbursement Policy in advance of executing this Agreement and that L/A hereby agrees to comply with the terms of same.

#### **§ 11.10 PAYMENTS TO THE L/A**

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. On or about the last day of each calendar month during the performance of the L/A's Services, the L/A shall submit a sworn statement to the County's designated representative, along with timesheets detailing hours worked, receipts detailing expenses incurred, and other support documentation, in a form acceptable to County's Auditor, setting forth the Services provided under this Agreement during such calendar month, the compensation due, plus any amounts requested by L/A for Additional Services. In the event that L/A's request includes charges based upon hourly billing rates or other rates based upon the amount of time worked by an individual(s), whether employees of L/A or L/A's subconsultants, the charges shall be accompanied by an affidavit signed by an officer or principal of the L/A certifying that the work was performed, it was authorized by County, and that all information contained in the invoice is true and correct.

**§ 11.10.2.** County's designated representative shall review the L/A's invoices within twenty-one (21) days of receipt and approve them, or request modifications consistent with this Agreement. Once County approves the L/A's invoice, County shall pay same within thirty (30) days after the Williamson County Auditor receives the approved invoice.

**§ 11.10.3** County's payment for goods and services is governed by Chapter 2251 of the Texas Government Code. 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/application for payment submitted by L/A, County shall notify L/A of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of L/A, L/A shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by L/A beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, L/A shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

**§ 11.10.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be submitted to the County's designated representative when payment is requested.

**§ 11.10.5 Right to Audit.** L/A agrees to maintain, for a period of seven years, 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, and provide such other details as may be requested by the County Auditor for verification purposes. L/A agrees that County or its duly authorized representatives shall, until the expiration of three 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 L/A which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. L/A agrees that County shall have access during normal working hours to all necessary L/A 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 L/A reasonable advance notice of intended audits.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**§ 12.1** The L/A shall provide prompt written notice to the County if the L/A becomes aware of any defect or omission in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the L/A's Instruments of Service.

**§ 12.2** L/A AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY L/A, L/A'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH L/A INCLUDING, WITHOUT LIMITATION, L/A'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH L/A EXERCISES CONTROL.

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

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

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

**§ 12.6** 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 L/A, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH L/A EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN L/A IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. L/A SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT L/A, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH L/A EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE L/A, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR

SUPPLIERS, OR OTHER ENTITIES OVER WHICH L/A EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

**§ 12.7 Intentionally Deleted**

**§ 12.7.1 Intentionally Deleted**

**§ 12.8** The Parties agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**§ 12.9** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, 512/305-9000, [www.tbae.state.tx.us](http://www.tbae.state.tx.us), has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a. To the extent applicable, the responsible engineer shall sign, seal and date all appropriate engineering submissions to County and shall at all times comply with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the County and the L/A and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both County and L/A, unless such amendment by unilateral action of the County is expressly provided for in this Agreement. Individual handwritten modifications of this Agreement shall be of no effect unless each such modification is initialed by County and L/A.

**§ 13.2** This Agreement is comprised of the following documents listed below:

- .1** This Agreement for Landscape Architectural Services;
- .2** Exhibit A: Initial Project Information, if any;
- .3** Exhibit B: Hourly Rates, if any;
- .4** Exhibit C: Production Schedule, if any;
- .5** Exhibit D: Williamson County Vendor Reimbursement Policy

**§ 13.3** This Agreement is not effective until signed by the County and L/A. The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Williamson County, Texas, so authorizing. The L/A's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that L/A has the obligation to ensure compliance with this Agreement by itself and its employees, agents, and representatives.

This Agreement shall be effective as of the date of the last party’s execution of this Agreement.

**WILLIAMSON COUNTY, TEXAS (County)** \_\_\_\_\_ **(L/A)**  
(Name of Firm/Entity)

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

By: \_\_\_\_\_  
(Signature)

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

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

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

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



## **Exhibit A**

### **Initial Project Information**

#### **I. General Information**

County developed a Comprehensive Park Master Plan in 2001 (“2001 Master Plan”), and again in 2008 (“2008 Master Plan”). Both plans have served the County well in guiding park and trail development, in parkland and open space acquisition, and in obtaining grants. County has determined that it is time to update the existing plan to help guide future direction for the Williamson County Parks and Recreation Department (“Parks Department”) and for the County.

#### **II. The purpose of the Comprehensive Park Master Plan revision is:**

- A.** To continue to provide the framework of orderly and consistent planning and development.
- B.** To provide detailed facts concerning the community and the County through inventories and research.
- C.** To establish priorities through a community based needs analysis, and through public input.
- D.** To provide direction with park land acquisition, open space needs, and in development to meet future needs.
- E.** To meet grant requirements from a variety of sources, to include the Texas Parks and Wildlife Department grant program.

#### **III. Planning Process Goals and Objectives:**

- A.** To update the 2008 Master Plan to address current and future needs and services of Williamson County.
  - 1.** Provide an inventory of all public recreation providers in Williamson County.
  - 2.** Identify immediate and short-term improvements in parks.
  - 3.** Identify long term planning for parks, facilities and trails.
  - 4.** Meet revised program and scoring criteria and format requirements for recreation grant programs administered by the Texas Parks and Wildlife Department.
  - 5.** To identify practical, cost efficient means of maintaining and upgrading existing parks, facilities, and trails to a prescribed standard and purpose.
  - 6.** To provide information on History of Williamson County Parks & Recreation, Trends and Best Practices, Mapping, Action Plans, and Management & Implementation of the Master Plan.
- B.** To address the needs for acquiring new park land and open space.
- C.** To develop recreational facilities on both new lands and in existing, operational parks.
- D.** To enlist community interest by encouraging individuals, citizen groups, businesses, and public/private partnerships to identify and secure funds, resources, property, and

**Exhibit A**  
**Initial Project Information**

- manpower for the development and operation of the Williamson County Parks and Recreation system.
- E.** To provide a strategy and related criteria for private sponsorships of park facilities and related criteria.
  - F.** To increase and enhance outdoor recreation opportunities by providing a County system of parks, facilities, trails, preserves, and open space that maximizes the use of resources while complementing Parks and Recreation activities provided by the U.S. Army Corps of Engineers, Cities, and MUD's in the County.
  - G.** To have the Williamson County Commissioners Court's endorsed, Updated Comprehensive Park Master Plan complete, in place, and to the Texas Parks and Wildlife Department by May 31, 2017 to meet their grant application submittal deadline.

**Exhibit B**  
**Hourly Rates**

**Exhibit C**  
**Production Schedule**

**Exhibit D**

## **Williamson County**

### **Vendor Reimbursement Policy**

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

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

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

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

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

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

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

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

### **4. Lodging**

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

## **5. Airfare**

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

## **6. Car Rental**

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

## **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from 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 Hand tools
- 10.19 Safety Equipment (hard hats, safety vests, etc.)
- 10.20 Office supplies
- 10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

## Question and Answers for Bid #1612-132 - Williamson County Comprehensive Parks Master Plan Professional Services

### Overall Bid Questions

There are no questions associated with this bid.