



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") between the undersigned professional (hereinafter "Service Provider"), and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), sets forth the terms and conditions pursuant to which Service Provider will provide certain professional services.

I. PROFESSIONAL SERVICES

A Statement of Work ("SOW") is attached hereto as Exhibit "A" and the terms therein are incorporated in this Agreement. Service Provider agrees to perform the professional services ("Services") as set forth in the attached SOW, and in any subsequently approved Supplemental Agreement referencing this Agreement, in a professional manner. Service Provider may provide the Services described in the SOW by using Service Provider's personnel or selected independent contractors. Service Provider also agrees to provide any deliverable items described in the SOW ("Deliverables").

II. TERM AND TERMINATION

- A. The Service Provider is expected to complete the Services in accordance with the Time for Performance set out in the SOW. If Service Provider does not perform the Services in accordance with the SOW, then County shall have the right to terminate this Agreement as set forth 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 SOW. Service Provider shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Services will not be completed on or before the date specified in the SOW and in full accordance with the terms of the SOW.
- B. Service Provider understands and agrees that time is of the essence and that any failure of Service Provider to complete the Services in accordance with the Time for Performance set out in the SOW may constitute a material breach of this Agreement. Service Provider shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and Service Provider's standard of performance as defined herein. Where damage is caused to County due to Service Provider's negligent failure to perform, County may accordingly withhold, to the extent of such damage, Service Provider's payments hereunder without waiver of any of County's additional legal rights or remedies.
- C. County may terminate this Agreement, without cause, upon not less than thirty (30) calendar day's written notice to the Service Provider. County shall pay Service Provider for all approved and completed Services performed prior to termination.

- D. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

III. PAYMENT, TAXES & EXPENSES

- A. Payment Terms. For and in consideration of the Services rendered by Service Provider, County shall pay to Service Provider the fee set out in the attached SOW. County will only be obligated to pay A/E for the performance of items and phases of the Services actually rendered and incurred, which may be less than the amount stated in the attached SOW. Unless specified otherwise in the SOW, monthly invoices of percentage completion of the Services performed shall be provided to County. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Service Provider of the discrepancy. Following County's notification of any discrepancy as to an invoice, Service Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.
- B. Taxes. County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Service Provider with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.
- C. Expenses. In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the Services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

IV. USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "Service Provider Work Product") prepared by Service Provider and its subcontractors are related exclusively to the Services described in this Agreement and are intended to be used by County. However, it is expressly understood and agreed by and between the parties hereto that all of Service Provider's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Service Provider. Service Provider shall have no liability for changes made to the drawings by other consultants. Any such change shall be sealed by Service Provider making that change and shall be appropriately marked to reflect what was changed or modified.

V. CONFIDENTIAL INFORMATION

- A. To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Service Provider to County under this Agreement will remain Service Provider's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Service Provider's request. Except as otherwise required by law, County may not disclose, without Service Provider's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.
- B. To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Service Provider will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Service Provider may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.
- C. 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 information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its 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 Service Provider for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Service Provider in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

VI.

STANDARD OF PERFORMANCE

The standard of care for all Services performed or furnished by Service Provider and its employees under this Agreement will be the care and skill ordinarily used by members of Service Provider's profession, practicing under the same or similar circumstances at the same time and in the same locality. Service Provider shall obtain all permits and licenses required in the performance of the Services contracted for herein.

VII. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII. INSURANCE

Service Provider must comply with the following insurance requirements at all times during this Agreement:

- A. Coverage Limits. Service Provider, at Service Provider's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect the following insurance:
 1. Worker's Compensation in accordance with statutory requirements.
 2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
 3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
 4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.
- B. Certification of Coverage. Prior to the performance of any Services, Service Provider shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. As further set out below, Service Provider shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Service Provider hereunder.
- C. Additional Insureds; Waiver of Subrogation. **"Williamson County, Texas, its directors, officers and employees"** shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

- D. Certificate Holder. The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

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

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

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

- F. Notices by Service Provider. Service Provider shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Service Provider 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. Premiums and Deductible. Service Provider shall be responsible for payment of premiums for all of the insurance coverages required under this section. Service Provider further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Service Provider is responsible hereunder, Service Provider shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$100,000 in the Service Provider's insurance must be declared and approved in writing by County in advance.

- H. 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.

- I. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Service Provider, 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

- J. Subcontractor Insurance. Without limiting any of the other obligations or liabilities of Service Provider, Service Provider shall require each subcontractor performing work under this Agreement (to the extent a subcontractor is allowed by County) to maintain during the term of this Agreement, at the subcontractor's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Service Provider's subcontractors must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Service Provider's subcontractors; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Service Provider hereunder.

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

- K. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Service Provider shall be borne solely by Service Provider.

IX.

ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as the Services under the attached SOW (sometimes referred to herein as "Additional Services"), County shall pay and Service Provider shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion. Service Provider shall not, however, be compensated for work made necessary by Service Provider's negligent errors or omissions. In the event of any dispute over the classification of Service Provider's services as under this Agreement, the decision of County shall be final and binding on Service Provider.

It is expressly understood and agreed that Service Provider shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

X.

REVISION TO SERVICE PROVIDER WORK PRODUCT

Service Provider shall make, without expense to County, such revisions to Service Provider Work Product as may be required to correct negligent errors or omissions so Service Provider Work Product meets the needs of County, but after the approval of Service Provider Work Product, any revisions, additions, or other modifications made at County's request which involve extra services and expenses to Service Provider shall constitute Additional Services and entitle Service Provider to additional compensation for such Additional Services; provided, however, Service Provider hereby agrees to perform any necessary corrections to Service Provider Work Product which are found to be in negligent error or omission as a result of Service Provider's development of Service Provider Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by Service Provider, to revise any Service Provider Work Product, Service Provider shall do so without additional compensation.

XI.
DISPUTE RESOLUTION; MEDIATION

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, Agreement, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

XII.
GENERAL

- A. **Non-collusion.** Service Provider warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subcontractor 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 Agreement price or compensation, or to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. **Financial Interest Prohibited.** Service Provider covenants and represents that Service Provider, 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 by Service Provider.
- C. **Service Provider's Representations.** Service Provider 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. Service Provider further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration for the performance of the Services and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Services.
- D. **Relationship Between the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures

or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

- E. **Venue and Governing Law.** 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, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.
- F. **Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- G. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- H. **Successors and Assigns; Assignment.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
- I. **No Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- J. **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, 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.
- K. **County's Right to Audit.** Service Provider 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 Service Provider which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Service Provider reasonable advance notice of intended audits.

- L. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Service Provider understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
- M. Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.
- N. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- O. Entire Agreement. This Agreement (including any SOW attached hereto or Supplemental Agreement subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Service Provider has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

SERVICE PROVIDER:

Verde Engineering, Inc.

By: Frank E Foran

Name: Frank E. Foran, PE

Title: Managing Director

Date: June 4, 2025

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____, 20____

EXHIBIT "A" STATEMENT OF WORK

A. Scope of Services:

The following describes the Services that shall be provided and accomplished by Service Provider, Verde Engineering, Inc. pursuant to the terms and conditions of the Agreement and this SOW:

Service Provider will perform peer review services for the Williamson County Justice Center Plant Upgrade project, including providing expert opinion on the quality and feasibility of the plans. Ensure the plans are accurate, complete, and meet the required standards. In addition, the Service Provider may identify potential problems, flaws, or areas of concern that may have been overlooked. The Service Provider will assess the practicality of the plans, suggesting modifications or improvements.

B. Time for Performance:

The Service to be performed under this SOW shall be completed in accordance with the following production schedule:

30% CD Peer Review, twenty (20) days to begin on or about June 17th, 2025, end July 7th, 2025
60% CD Peer Review, twenty (20) days to begin on or about July 8th, 2025, end July 28th, 2025
90% CD Peer Review, twenty (20) days to begin on or about July 29th, 2025, end August 18th, 2025
Total of sixty (60) days

C. Compensation:

Not-to-Exceed Fee:

For and in consideration of the Services rendered by Service Provider, County shall pay to Service Provider a not-to-exceed fee of **Five Thousand Dollars (\$5000.)**. The rates for Time and Materials shall be as follows:

<u>30% CD Peer Review</u>	<u>\$1,000.00</u>
<u>60% CD Peer Review</u>	<u>\$1,500.00</u>
<u>90% CD Peer Review</u>	<u>\$2,500.00</u>