

**AGENDA ITEM 30**

Consider approving condemnation proceedings on Simpson tract, Co. Rd. 272.

No action was taken on this item, which was postponed until further notice.

**AGENDA ITEM 31**

Discuss and take any appropriate action on jail/courthouse annex expansion.

Sheriff John Maspero discussed the plans for the jail, expressing his concern regarding the commissary, kitchen, medical and storage facility capacities, and whether there is enough space in these areas for the future inmate population.

**AGENDA ITEM 32**

Consider approving professional services agreement for the following road projects:

- Carter Burgess - US 79
- WHM Transportation Engineering Consultants - countywide safety mobility
- Carter Burgess - Lakeline Blvd from Lyndhurst St. to Parmer Lane (FM 734)
- Gray Jansing & Associates - McNeil Rd improvements
- Alliance Texas Engineering Co – countywide safety mobility

Mike Weaver of Prime Strategies discussed the projects and answered questions.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve professional services agreement for the following road projects:

- Carter Burgess - US 79
- WHM Transportation Engineering Consultants - countywide safety mobility
- Carter Burgess - Lakeline Blvd from Lyndhurst St. to Parmer Lane (FM 734)
- Gray Jansing & Associates - McNeil Rd improvements
- Alliance Texas Engineering Co – countywide safety mobility

Vote: **5 - 0**

< Attachment >

**Williamson County Commissioners Court  
Road Bond Contracts**

April 3, 2001

<b>Engineer</b>	<b>Project</b>	<b>Contract Amount</b>	<b>Work Order</b>	<b>% Contribution</b>
Carter & Burgess	US79	\$1,684,400	\$860,400	8.5 %
Carter & Burgess	Lakeline Blvd.	\$339,600	\$339,600	9.0 %
WHM	Countywide Safety / Mobility	\$200,000	\$24,800 / \$61,025	NA
Alliance Texas Engineering	Countywide Safety / Mobility	\$200,000	\$20,000	NA
Gray Jansing & Assoc.	McNeil Rd.	\$1,400,000	\$390,000	10.0 %

P:\Prime Strategies Data\Projects\WC-015\Engineer Contracts\_04.02.01.wpd

Contract No. SH 79 - Carter & Burgess Inc**Checklist**OK from  
3/27/01**Prior to Initiation of Work**

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

**Course of Work**

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

**Notices (as applicable)**

Contract No. SH 79- C & B, Inc

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

**Documentation for Payment**

- ☒ Internal Revenue Form W-9
- ☐ Invoice for Services Rendered
  - ☐ Supporting Documentation
  - ☐ Report of Completion Percentage
- ☐ Invoice for Reimbursables
  - ☐ Proof of prior payment by Engineer of Reimbursables



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### **PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This Agreement is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Carter & Burgess, Inc. (*the "Engineer"*).

WHEREAS, *County* desires to obtain professional services for US 79 from CR 110 to the Williamson/Milam County Line (*the "Project"*);

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

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

#### **Section I Employment of the Engineer**

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

#### **Section II Basic Services of the Engineer**

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Judge*. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.
- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

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- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
  2. The following documents shall be used in the development of the **Project**:
    - a. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:
      - i) The 1998 reprint of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways
      - ii) The September 31, 1998, Federal Highway Administration (FHWA) Mandate from the National Cooperative Highway Research Program (NCHRP), Report 350
    - b. Texas Department of Transportation Construction Manual
    - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 (English units)
    - d. National Environmental Policy Act (NEPA)
    - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
    - f. Americans with Disabilities Act (ADA) Regulations
    - g. U.S. Army Corps Regulations
    - h. Southern Building Code
    - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
    - j. National Electrical Code (most current version)
    - k. Williamson County Bond Program Standard Procedures Manual
    - l. TxDOT Bridge Division Foundation Manual
  3. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
  4. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

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### Section III Fee Schedule

- A. For and in consideration of the performance by *Engineer* of the work described in the Scope of Services, *County* shall pay and *Engineer* shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof.
- B. For the performance of services not specifically described in the Scope of Services *Engineer* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Engineer's* services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on *Engineer*.

### Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 950 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof.

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

#### Section V Coordination with the County

- A. The *County Judge* will act on behalf of *County* with respect to the work to be performed under this Agreement. The *County Judge* shall have complete authority to interpret and define *County's* policies and decisions with respect to *Engineer's* services. The *County Judge* may designate representatives to transmit instructions and receive information.
- B. *Engineer* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Judge* in substantially the form of Attachment A to Exhibit I.

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- C. *Engineer* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. *Engineer* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Engineer's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Engineer* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County Judge*.

#### Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items have been included in the engineering work products in compliance with the requirements of this Agreement.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

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- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*.

#### Section VII Revision to Work Product

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

#### Section VIII Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.

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- D. *Engineer* shall indemnify, defend, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, attorney's fees, costs, and expenses of any kind whatsoever, arising in whole or in part from any negligent act, error or omission of *Engineer* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *Engineer* shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* best judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, as determined by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* personnel and that the *Engineer* shall submit written notification of all staffing changes monthly for *County's* and/or *County Judge's* approval prior to the implementation of such changes.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of *Engineer* shall be classified as an employee of *County*.

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### Section IX Ownership of Documents

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

### Section X Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* 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 *Engineer* reasonable advance notice of intended audits.
- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to



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examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.

- D. *Engineer* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *Engineer* for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

### Section XI Miscellaneous

- A. *Severability*. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. *Venue*. It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. *Equal Opportunity in Employment*. *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. *Certificate of Engineer*. *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
1. Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
  2. Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
  3. Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: Carter & Burgess, Inc.  
901 S MoPac Expwy, Bldg V, Ste 200  
Austin, Texas 78746  
Attn: Bill Caffey, P.E.

COUNTY: Williamson County (or successor)  
\_\_\_\_\_  
\_\_\_\_\_

with copy to: Honorable Gene Taylor (or successor)  
Williamson County Attorney  
\_\_\_\_\_  
Attn: File No.

and to: Prime Strategies, Inc.  
1598 South Lamar Blvd.  
Austin, Texas 78704  
Attn: Michael Weaver

and to: Pena Swayze & Co., LLP  
303 East Main Street  
Round Rock, Texas 78664  
Attn: Mike Swayze

and to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.

- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to

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property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.

- H. ***Successors and Assigns.*** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. ***Taxpayer Identification.*** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. ***Compliance with Laws.*** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. ***Reports of Accidents.*** Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the *County*, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the *County* a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.
- M. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO

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SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

- N. **Captions Not a Part Hereof.** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that *Engineer* is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.
- Q. **Acknowledgement.** As a duly authorized representative of *Engineer*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Engineer* has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. **Definition of Engineer.** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

Contract No. \_\_\_\_\_  
Carter & Burgess, Inc.

EXECUTED this \_\_\_\_\_ day \_\_\_\_\_ of 2001.

THE ENGINEER:

BY: \_\_\_\_\_

*A. Henry Pearson*

A. Henry Pearson, P.E.

Typed or Printed Name

Vice President

Title

WILLIAMSON COUNTY:

BY: \_\_\_\_\_

*John C. Daerflinger*

John C. Daerflinger

Typed or Printed Name

Williamson County Judge

Title

Reviewed as to Form By: \_\_\_\_\_

County Attorney

Funds Verified By: \_\_\_\_\_

County Auditor

**EXHIBIT I****COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

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

**SECTION 1 - BASIS FOR COMPENSATION**

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 1,684,400.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

**SECTION 2 - NOT-TO-BE-EXCEEDED FEE**

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

**SECTION 3 - WORK AUTHORIZATIONS**

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in

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completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

#### **SECTION 4 - ADDITIONAL SERVICES**

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$ 1,684,400.00 provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

#### **SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION**

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

**EXHIBIT II****HOURLY RATES**

1. Project Manager .....	\$ 183.00
2. Senior Engineer .....	\$ 123.00
3. Graduate Engineer .....	\$ 75.00
4. Technician .....	\$ 114.00
5. Secretary/Clerical .....	\$ 54.00
6. Expert Witness Testimony .....	\$ 200.00

Note: Hourly rates may reflect up to 5% increase per year for cost of living adjustments.



**EXHIBIT III****COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

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

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**EXHIBIT IV**

**PRODUCTION SCHEDULE**

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

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

**EXHIBIT V****PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination *Engineer* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

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

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

1. In the event that *Engineer* exercises such right to terminate, within thirty (30) days after receipt by *County* of *Engineer's* Notice of Termination, *Engineer* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

**EXHIBIT VI****EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. *Engineer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. *Engineer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. *Engineer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. *Engineer* will, in all solicitations or advertisements for employees placed by or on behalf of *Engineer*, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. *Engineer* will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of *Engineer's* obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. *Engineer* will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. *Engineer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of *Engineer's* non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and *Engineer* may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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**EXHIBIT VII**

**INSURANCE REQUIREMENTS**

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$ 1,000,000.00 per occurrence and \$ 2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined single limit of \$ 1,000,000.00. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$ 15,000,000.00.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all documentation and financial information as required by the *County* in order to determine the acceptability of such self-insurance, in the sole determination of the *County*.

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

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

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



**APPENDIX A****SCOPE OF SERVICES**

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

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

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

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**ATTACHMENT A****WORK AUTHORIZATION NO. 1**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "*County*") and Carter & Burgess, Inc. (the "*Engineer*").

**Part 1.** The *Engineer* will provide the following engineering services:

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$ 860,400.00.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on February 7, 2003 unless extended by a Supplemental Work Authorization.

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

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

**ENGINEER:**

Carter & Burgess, Inc.

By: A. Henry Pearson

Signature

A. Henry Pearson, P.E.

Printed Name

Vice President

Title

3-19-01

Date

**COUNTY:**

Williamson County, Texas

By: John C. Daerfler

Signature

John C. Daerfler

Printed Name

County Judge

Title

4-3-01

Date

**LIST OF EXHIBITS**

- Exhibit A - Services to be Provided by County
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

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Carter & Burgess, Inc.

## **EXHIBIT "A"**

### **Work Authorization No. 1**

#### **Services to be Provided by the County**

Highway: US 79 - Schematic  
Limits: From CR 110  
To Williamson/Milam County Line  
Length: 22.3 miles  
Control: 0204-01-0XX  
County: Williamson

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In conjunction with the services to be provided by the Engineer, as described in Exhibit "B", Williamson County (County) will furnish the Engineer with the following items:

1. Furnish site plans and intersecting roadway locations for any proposed improvements to county roads.
2. Initiate coordination with the Texas Department of Transportation to identify a primary point of contact within TxDOT for the Engineer.
3. Provide existing utility information, if available.
4. Coordinate with TxDOT for the public meeting and hearing to determine which organization will conduct these meetings.
5. Assist the Engineer in obtaining right-of-entry to properties adjacent to the highway (answer questions from the public).
6. The County will provide the Engineer with a list of 'key contacts' from the various communities for inclusion in the project mailing list.

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Carter & Burgess, Inc.

## **EXHIBIT "B"**

### **Work Authorization No. 1**

#### **Services to be Provided by the Engineer**

Highway: US 79 - Schematic  
Limits: From CR 110  
To Williamson/Milam County Line  
Length: 22.3 miles  
Control: 0204-01-0XX  
County: Williamson

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The work performed by the Engineer under this work authorization shall consist of providing engineering services required for the identification of utilities, field surveys, geotechnical services, aerial photogrammetry, right-of-way plans, public involvement, environmental assessment, preliminary estimate and schematic design. All work to be performed under this work authorization shall be subject to review and approval by Williamson County and the Texas Department of Transportation (TxDOT). The Engineer will provide the overall project supervision, management, administration and coordination and will be the single point of contact between the County and TxDOT and all subcontractors.

The Engineering work required under this work authorization is outlined according to each task to be performed in the Work Outline. The Engineer shall furnish all equipment, materials, supplies and incidentals as required to perform the above mentioned engineering work except as otherwise specified in Exhibit "A" which precedes this section.

All work on the project shall conform with the applicable requirements of County and TxDOT manuals (updated or revised).

The Engineer will meet with County and TxDOT representatives on an as-required basis to report progress. Map drawings, bar graphs and reports may be used to present the project progress. Upon completion of the meeting, a meeting summary will be prepared to document project progress. A brief progress report will be furnished each month with the submission of the project invoice.

The Engineer will identify all existing utilities by contacting utility companies and requesting data on existing utilities. The Engineer will prepare and mail right of entry letters and maintain a current right of entry map.

The Engineer will prepare an Environmental Assessment (EA) for the proposed project. In preparing the EA, the Engineer will: collect and review all available and pertinent environmental data; coordinate with involved resource agencies, when necessary; conduct environmental baseline and impact analyses; develop mitigation plans for unavoidable impacts; establish information necessary for the processing of permits required for the development of this facility; and prepare the EA in compliance with State and Federal rules and regulations. This scope of services does not include the preparation of a Section 4(f) statement as parkland impacts are not anticipated. The Engineer will assist with one Public Meeting and one Public Hearing.

The Engineer will prepare a geometric schematic for this project which will contain all of the required information as stated in the TxDOT Project Development Process Manual, including but not limited to: plan view, profile view, typical sections, bridge locations. The schematic will be submitted to TxDOT at 50% completion for review and comments.

The Engineer will develop the project in the English System of Measure.

A copy of the data file can be furnished to the County and TxDOT. The computer graphics files furnished will comply with the Austin District Guidelines regarding computer files for document and information exchange.

The Engineer shall furnish design cross-section plots showing both the original terrain and design cross-sections. Input and output computer files for generation of the design cross-sections will be furnished to TxDOT.







## EXHIBIT D WORK AUTHORIZATION No. 1

## ENGINEERING FEE ESTIMATE

US 79

WILLIAMSON COUNTY,

FROM: CR 110

TO: Millers County Line

LENGTH = Approx. 22 miles

CARTER &amp; BURGESS, INC.

6-Feb-01

SHEET 1 OF 4

TASK AND DESCRIPTION	PROJECT MANAGER	SR. ENV. PLANNER	ENV. PLANNER	DESIGN ENGINEER	ASST. DES. ENGINEER	CADD DRAFTER	CLERICAL	TOTAL MANHOURS
<b>I. PROJECT MANAGEMENT (F.C. 164)</b>								
A. Coordination and Review	40	16	0	40				96
B. Contract Administration	24	0	0	32			10	66
C. Quality Assurance/Quality Control	40	0	0	10				50
D. Status Meetings (8)	24	12		16				54
<b>SUBTOTALS:</b>	<b>128</b>	<b>28</b>	<b>0</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>286</b>
<b>III. ROUTE AND DESIGN STUDIES (F.C. 110)</b>								
A. Schematic Design (20.8 mi excluding Hutto)								
1. Data Collection	4			16	24			44
2. Initial Field Reconnaissance	6			8	4			16
3. Identify Property Ownership						20		24
4. Preliminary Alternatives (2)	16			24	80	24		144
5. Preliminary Cross-Sections				4	12	20		36
6. Preliminary ROW Determination	8			16	40	40		104
7. Alternatives Analysis Report, Incl. Estimates	2	2	8	24	12	16		64
B. N. Taylor Loop (8.6 miles)								
1. Preliminary Alternatives (3)	16			80	120	80		296
2. Preliminary Cross-Sections				16	32	40		88
3. Preliminary ROW Determination	2			10	16	16		44
4. Alternatives Analysis Report, Incl. Estimates	2	2	8	32	18	20		80
C. Schematic Production and Submittals								
1. Design Concept Conference	8	12		8		8		36
2. Develop and submit 50%	2			24	64	120		210
3. Submit 100%/Respond to Comments	6			24	46	84		162
4. Prepare electronic files for TxDOT				2	4	8		14
<b>SUBTOTALS:</b>	<b>74</b>	<b>16</b>	<b>16</b>	<b>266</b>	<b>472</b>	<b>496</b>	<b>0</b>	<b>1,362</b>
<b>III. SOCIAL ECONOMIC AND ENVIRONMENTAL STUDIES (F.C. 120)</b>								
A. Environmental Assessment								
1. Agency Coordination	8	16	8	8			4	44
2. Purpose and Need	4		8	8				20
3. Alternatives Analysis		2	20	16		8		46
4. Socioeconomic Data		2	12	4		4		22
5. Water Quality			20	20		8		28
6. Land Use			10	10		6		16
7. Floodplains			60	60		4		80
8. Traffic Noise			16	16				22
9. Wildlife and Vegetation		2	4	4		2		8
10. Air Quality			40	40		2		10
11. Cultural Resources			12	12		4		48
12. Hazardous Materials			10	10		2		14
13. Wetlands			16	16		2		16
14. Threatened & Endangered Species			16	16		2		34
15. Relocation								
16. Prime Farmlands								
17. FEMA Analysis	4	4	40	32		8		88
B. Assemble, Review and Process	2	8	16	4		8		34
C. Respond to Comments & Resubmit								
<b>SUBTOTALS:</b>	<b>18</b>	<b>36</b>	<b>334</b>	<b>68</b>	<b>0</b>	<b>50</b>	<b>20</b>	<b>526</b>

## ENGINEERING FEE ESTIMATE

US 79

WILLIAMSON COUNTY

FROM: CR 110

TO: Milan County Line

LENGTH = Approx. 22 miles

CARTER &amp; BURGESS, INC.

6-Feb-01

0

SHEET 2 OF 4

## ESTIMATED MANHOURS OF EACH WORK TASK

TASK AND DESCRIPTION	PROJECT MANAGER	Sr. ENV. PLANNER	ENV. PLANNER	DESIGN ENGINEER	ASST. DES. ENGINEER	CADD DRAFTER	CLERICAL	TOTAL MAN-HOURS
IV. PUBLIC INVOLVEMENT (F.C. 120)								
A. Public Meeting	2	2	4		8	20	2	38
1. Prepare Meeting Notice/Exhibits	8	12		8	8			36
2. Assist with Meeting	2	2	2	32			4	42
3. Prepare Draft Summary and Analysis								
B. Public Hearing	2	2	8		8	20	4	44
1. Prepare Notice/Exhibits for Public Hearing	8	12		8	8		1	37
2. Assist with Hearing	4	4	6	32			6	52
3. Prepare Final Summary and Analysis								
SUBTOTALS:	28	34	20	80	32	40	17	249
V. RIGHT OF WAY PLANS (F.C. 130)								
A. Obtain Utility Location Data		0	0		0	0		0
B. Notify Utility Owners of Utility Adjustments	2		0	8	0	0	0	8
C. Provide surveyor with ROW street data			0	16	0	0		16
D. Records Research								0
E. Right of Entry Letters	2			24		24		50
F. Deed Study								
G. Boundary Analysis								
H. Right-of-Way Plans								
I. Field Notes								
J. Parcel Maps								
SUBTOTALS:	4	0	0	48	0	24	0	74

## ENGINEERING FEE ESTIMATE

US 79

WILLIAMSON COUNTY

FROM: CR 110

TO: Millard County Line

LENGTH = Approx. 22 miles

CARTER & BURGESS, INC.  
SUMMARY

0-F-001

0

SHEET 3 OF 4

## ESTIMATED COST OF EACH WORK TASK

TASK AND DESCRIPTION	PROJECT MANAGER	SR. ENV. PLANNER	ENV. PLANNER	DESIGN ENGINEER	ASST. DES. ENGINEER	CADD DRAFTER	CLERICAL	TOTAL MAN-HOURS
<b>I. PROJECT MANAGEMENT (F.C. 164)</b>								
TOTAL HOURS:	128	28	0	100	0	0	10	266
SALARY RATES:	\$56	\$36.00	\$27.00	\$34.00	\$25.00	\$25.00	\$17.00	\$25.00
DIRECT SALARY COST:	\$7,424	\$1,064	\$0	\$3,400	\$0	\$0	\$170	\$1,170
OVERHEAD MULTIPLIER:	\$12,982	\$1,981	\$0	\$5,945	\$0	\$0	\$297	\$2,297
PROFIT:	\$2,551	\$398	\$0	\$1,169	\$0	\$0	\$58	\$58
TOTAL:	\$22,956	\$3,290	\$0	\$10,513	\$0	\$0	\$526	\$37,285
<b>II. ROUTE AND DESIGN STUDIES (F.C. 110)</b>								
TOTAL HOURS:	74	16	16	288	472	496	0	1,362
SALARY RATES:	\$56	\$36.00	\$27.00	\$34.00	\$25.00	\$25.00	\$17.00	\$25.00
DIRECT SALARY COST:	\$4,202	\$580	\$432	\$9,792	\$11,800	\$12,400	\$0	\$11,800
OVERHEAD MULTIPLIER:	\$7,505	\$1,063	\$755	\$17,122	\$20,633	\$21,863	\$0	\$21,863
PROFIT:	\$1,475	\$209	\$148	\$3,364	\$4,054	\$4,260	\$0	\$4,260
TOTAL:	\$13,272	\$1,890	\$1,336	\$30,279	\$36,488	\$38,543	\$0	\$121,597
<b>III. SOCIAL ECONOMIC AND ENVIRONMENTAL STUDIES (F.C. 120)</b>								
TOTAL HOURS:	16	36	334	68	0	50	20	528
SALARY RATES:	\$56	\$36.00	\$27.00	\$34.00	\$25.00	\$25.00	\$17.00	\$25.00
DIRECT SALARY COST:	\$1,044	\$1,444	\$9,018	\$2,312	\$0	\$1,250	\$340	\$3,400
OVERHEAD MULTIPLIER:	\$1,826	\$2,525	\$15,789	\$4,043	\$0	\$2,186	\$505	\$5,050
PROFIT:	\$359	\$498	\$3,098	\$794	\$0	\$429	\$117	\$1,117
TOTAL:	\$3,228	\$4,465	\$27,865	\$7,149	\$0	\$3,865	\$1,051	\$47,844
<b>IV. PUBLIC INVOLVEMENT (F.C. 130)</b>								
TOTAL HOURS:	26	34	20	80	32	40	17	249
SALARY RATES:	\$56	\$36.00	\$27.00	\$34.00	\$25.00	\$25.00	\$17.00	\$25.00
DIRECT SALARY COST:	\$1,508	\$1,292	\$540	\$2,720	\$800	\$1,000	\$289	\$2,889
OVERHEAD MULTIPLIER:	\$2,637	\$2,259	\$944	\$4,756	\$1,398	\$1,749	\$505	\$5,050
PROFIT:	\$518	\$444	\$186	\$835	\$275	\$344	\$89	\$89
TOTAL:	\$4,663	\$3,995	\$1,670	\$8,411	\$2,474	\$3,092	\$894	\$25,196
<b>V. RIGHT OF WAY PLANS (F.C. 130)</b>								
TOTAL HOURS:	4	0	0	46	0	24	0	74
SALARY RATES:	\$56	\$36.00	\$27.00	\$34.00	\$25.00	\$25.00	\$17.00	\$25.00
DIRECT SALARY COST:	\$232	\$0	\$0	\$1,564	\$0	\$600	\$0	\$600
OVERHEAD MULTIPLIER:	\$408	\$0	\$0	\$2,735	\$0	\$1,049	\$0	\$1,049
PROFIT:	\$80	\$0	\$0	\$537	\$0	\$208	\$0	\$208
TOTAL:	\$717	\$0	\$0	\$4,836	\$0	\$1,855	\$0	\$7,409
<b>TOTAL CARTER &amp; BURGESS, INC.:</b>								
TOTAL HOURS:	250	116	370	582	504	610	47	2,479
SALARY RATES:	\$56	\$36.00	\$27.00	\$34.00	\$25.00	\$25.00	\$17.00	\$25.00
DIRECT SALARY COST:	\$14,500	\$4,408	\$9,960	\$19,768	\$12,600	\$15,250	\$799	\$15,250
OVERHEAD MULTIPLIER:	\$25,355	\$7,708	\$17,488	\$34,801	\$22,032	\$28,888	\$1,397	\$28,888
PROFIT:	\$4,982	\$1,514	\$3,482	\$6,799	\$4,329	\$5,240	\$275	\$5,240
TOTAL:	\$44,837	\$13,630	\$30,891	\$61,168	\$38,961	\$47,156	\$2,471	\$238,133
PERCENT OF CARTER & BURGESS COST:	18.75%	5.70%	12.92%	25.69%	16.29%	19.72%	1.03%	100.00%

## ENGINEERING FEE ESTIMATE

US 79  
WILLIAMSON COUNTY  
FROM: CR 110  
TO: Milan County Line  
LENGTH = Approx. 22 miles

6-Feb-01  
0  
SHEET 4 OF 4

CARTER & BURGESS, INC.  
SUMMARY

DIRECT COST - CARTER & BURGESS, INC.:			
Mylar Photo	0 Square Feet at	\$3.00 /Square Foot	\$0
Blueprint Reproductions or Printing (US 79)	48,000 Square Feet at	\$0.15 /Square Foot	\$7,200
Blueprint Reproductions or Printing	0 Square Feet at	\$0.15 /Square Foot	\$0
Presentation Boards (Public Meeting/Hearing)	20 Boards	\$50.00 Each	\$1,000
Document Printing	2,200 Sheets at	\$0.10 /Sheet	\$220
Postage for Right of Entry Letters (30% on 2nd mailing)	130 Stamps	\$0.34 Each	\$44
Express Deliveries	16 Deliveries at	\$20.00 /Delivery	\$320
Auto Mileage	2,000 Miles at	\$0.345 /Mile	\$690
Air Travel	6 Flights at	\$250.00 /Round Trip	\$1,500
Lodging	9 Nights at	\$70.00 /Night	\$630
Per Diem	10 Days at	\$35.00 /Day	\$350
Auto Rental and gas	13 Days at	\$70.00 /Day	\$910
Communications and Public Notices (RR & Taylor)			\$1,526
Court Reporter and Transcriber			\$600
Subtotal Carter & Burgess Direct Cost			\$14,990
Subconsultants			
Joe C. Freeman (Historic Structure Subconsultant)			\$5,520
Aerial Data Service, Inc. (ADS) - (Aerial Mapping)			\$75,000
Inland Civil Associates, Inc. (Surveying, Right-of-Way Mapping)			\$525,758
Subtotal Subconsultants			\$606,278
TOTAL DIRECT COST - CARTER & BURGESS, INC.			\$621,268
SUMMARY - CARTER & BURGESS, INC.			
Labor + Overhead + Profit			\$239,133
Direct Cost			\$621,268
TOTAL CONTRACT COST - CARTER & BURGESS, INC.			\$860,400

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
2/14/01**PRODUCER**Wm. Rigg Co.  
309 W. 7th St., Suite 200  
Ft. Worth, TX 76102  
817-820-8100THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE****INSURED**Carter & Burgess, Inc.  
901 S MoPac Expwy #V-200  
Austin TX 78746

INSURER A: Zurich American Insurance Co

INSURER B: Northern Ins Co of NY

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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

ITEM LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	CP07971749-7	3/31/00	3/31/01	EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TAP7971780-7	3/31/00	3/31/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY - (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	CC2801276-1	3/31/00	3/31/01	EACH OCCURRENCE \$ 14000000 AGGREGATE \$ 14000000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TC158190514	03/31/00	03/31/01	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	OTHER PROPERTY, SPECIAL 90% CO INS, RC	CP07971749-7	3/31/00	3/31/01	BLANKET BLDG, BPP & VALUABLE PAPERS \$13,232,190, \$1000 DED.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**PROJECT NAME: WILLIAMSON COUNTY ROAD BOND PROJECTS  
PROJECT NO. 050305.000.0.0100  
PROJECT MANAGER: BILL CAFFEY  
CERTIFICATE HOLDER AS SHOWN IS ADDITIONAL INSURED FOR GL AND AUTO.**CERTIFICATE HOLDER**☒ ADDITIONAL INSURED; INSURER LETTER:**CANCELLATION**WILLIAMSON COUNTY  
ATTN: JUDGE JOHN DOERFLER  
710 MAIN, SECOND FLOOR  
GEORGETOWN TEXAS 78626SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL  
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  
REPRESENTATIVES

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

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

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

## **DISCLAIMER**

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

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
2/14/01**PRODUCER**

Wm. Rigg Co.  
309 W. 7th St., Suite 200  
Ft. Worth, TX 76102  
817-820-8100

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

**INSURERS AFFORDING COVERAGE****INSURED**

Carter & Burgess, Inc.  
901 S. MoPac Expressway V-200  
Austin, TX 78746

INSURER A: Lexington Ins./Lloyds of Lon.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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

INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER</b>				
	PROFESSIONAL LIAB	647-2947	5/24/00	5/24/03	\$15MIL-\$200,000 DED. PER CLAIM
	EXCESS PROF. LIAB.	P49600			\$5MIL XS \$15MIL; NIL DED.D.

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

PROJECT NAME: WILLIAMSON COUNTY ROAD BOND PROJECTS  
PROJECT NO. 050305.000.0.0100  
PROJECT MANAGER: BILL CAFFEY

**CERTIFICATE HOLDER**

ADDITIONAL INSURED: INSURER LETTER:

**CANCELLATION**

WILLIAMSON COUNTY  
ATTN: JUDGE JOHN DOERFLER  
710 MAIN, SECOND FLOOR  
GEORGETOWN, TEXAS 78626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

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

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

## **DISCLAIMER**

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



Form **W-9**

(Rev. December 1998)

Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**Give form to the  
requester. Do NOT  
send to the IRS.

Name (if a joint account or you changed your name, see Specific Instructions on page 2.)

Carter &amp; Burgess, Inc.

Business name, if different from above (See Specific Instructions on page 2.)

Check appropriate box:



Individual/Sole proprietor



Corporation



Partnership



Other ▶

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

901 G. Modac, Bldg V, Suite 200

City, state, and ZIP code

Austin, Texas 78746

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien-OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

| | + | + | | |

OR

Employer identification number

7151121462110

List account number(s) here (optional)

**Part III Certification**

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature ▶

Elena M. M...

Date ▶

3-16-01

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

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

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

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

**Penalties**

**Failure To Furnish TIN.**—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil Penalty for False Information With Respect to Withholding.**—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal Penalty for Falsifying Information.**—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.**—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

US 79: From CR 110 to Hutto, PS&amp;E

Exhibit C WA No. 2

ID	Task Name	Start	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter		
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	I. Project Management	01/06/03	06/06/03															
2	A. Coordination and Review	01/06/03	06/06/03															
3	B. Contract Administration	01/06/03	06/06/03															
4	C. Quality Assurance / Quality Control	01/06/03	06/06/03															
5	D. Status Meetings (4)	03/03/03	06/06/03															
6	E. Develop and submit 60% to TxDOT	01/06/03	03/14/03															
7	F. Develop and submit 90% to TxDOT	03/17/03	05/02/03															
8	G. Develop and submit 100% to TxDOT	05/05/03	06/06/03															
9	II. Roadway Design	01/13/03	01/17/03															
10	A. Design Concept Conference	01/15/03	01/15/03															
11	B. Preliminary Cost Estimate	01/13/03	01/13/03															
12	C. Geometric Design	01/15/03	01/17/03															
13	III. Roadway Design Plan Production	01/13/03	03/21/03															
14	IV. Drainage Design	02/03/03	04/04/03															
15	V. Signing and Markings	02/03/03	03/14/03															
16	VI. Miscellaneous Roadway	01/20/03	05/05/03															
17	A. Traffic Control Plan / Detour Sequence	01/20/03	03/21/03															
18	B. Signalization	02/17/03	03/14/03															
19	C. Construction Time Estimate	05/05/03	05/05/03															
20	VII. Bridge Design	02/03/03	05/02/03															
21	VIII. Foundation Exploration	01/06/03	02/28/03															
22	IX. Utility Coordination	01/06/03	06/06/03															

**Carter-Burgess**

fee &amp; sched

only WA 2

www.c-b.com



## ENGINEERING FEE ESTIMATE

EXHIBIT D Work Authorization No. 2

CARTER & BURGESS, INC.  
4 - LANE BLVD. SECTION

WILLIAMSON COUNTY

FROM: CR 110

TO: Hutto

LENGTH = 3.0 MILE

January 29, 2001  
(110-Hutto)  
SHEET 2 OF 6

## ESTIMATED MANHOURS OF EACH WORK TASK

TASK AND DESCRIPTION	PROJECT MANAGER	SR. DESIGN ENGINEER	DESIGN. ENGINEER	ASST. DESIGN ENGINEER	CADD DRAFTER	CLERICAL	TOTAL MANHOURS
IV. PUBLIC INVOLVEMENT (F.C. 120)							
A. Public Meeting							
1. Prepare Meeting Notice and Exhibits		0	0	0	0	0	0
2. Assist with Meeting		0	0	0	0	0	0
3. Prepare Draft Summary and Analysis		0	0	0	0	0	0
A. Public Hearing							
1. Prepare Notice & Exhibits		0	0	0	0	0	0
2. Assist with Hearing		0	0	0	0	0	0
3. Prepare Final Summary and Analysis		0	0	0	0	0	0
SUBTOTALS:		0	0	0	0	0	0
V. UTILITY/R. O. W. COORD. (F.C. 130)							
A. Ownership Data							0
B. Utility Locations							0
C. Right of Way Plans							0
1. Prepare Right of Way Plans		0	0	0	0	0	0
2. Calculate Right of Way Req.							0
3. Calculate Parcel Areas							0
D. Prepare Field Notes							0
E. Research and Tract Analysis							0
F. Notify Meeting w/Utility Owners		40	40	16	40	16	168
SUBTOTALS:		40	40	16	40	16	168
VI. FIELD SURVEYS (F.C. 150)							
A. Establish Horizontal and Vertical Control							0
B. Establish Benchmarks at (2000') Intervals							0
C. Stake Centerline							0
D. Existing Cross Sections and Ties							0
1. Proposed Roadway Centerline			0	0	0	0	0
2. Connecting Roads			0	0	0	0	0
3. Drainage Channels			0	0	0	0	0
4. Existing Bridges and Culverts			0	0	0	0	0
5. Connections to CR 195 & FM 1460			0	0	0	0	0
E. Survey and Stake Right-Of-Way							0
F. Stake Core Test Holes							0
SUBTOTALS:		0	0	0	0	0	0

## ENGINEERING FEE ESTIMATE

EXHIBIT D Work Authorization No. 2

US 79  
WILLIAMSON COUNTY  
FROM: CR 110  
TO: HuMo  
LENGTH = 3.0 MILE

January 29, 2001  
(110-HuMo)  
SHEET 3 OF 6

CARTER & BURGESS, INC.  
4 - LANE BLVD. SECTION

## ESTIMATED MANHOURS OF EACH WORK TASK

TASK AND DESCRIPTION	PROJECT MANAGER	SR. DESIGN ENGINEER	DESIGN ENGINEER	ASST. DESIGN ENGINEER	CADD DRAFTER	CLERICAL	TOTAL MANHOURS	
VII. ROADWAY DESIGN (F.C. 160)								
A. Geometric Design	1	1	2	4	8		16	
1. Horizontal Alignment	1	1	2	4	8		16	
2. Vertical Alignment	1	1	2	4	8		16	
3. Right-Of-Way Requirements	1	1	2	4	8		16	
4. Typical Sections	1	1	2	4	8		16	
							0	
							0	
							0	
SUBTOTALS:	4	4	8	16	32	0	64	
VIII. PREPARATION OF CONSTRUCTION PLANS								
SHEET TOTALS	NO. OF SHEETS	PROJ. MGR. HOURS/ SHEET	SR. DES. ENGR. HOURS/ SHEET	DESIGNING HOURS/ SHEET	ASST. DES. EN HOURS/ SHEET	CADD DRAFTER HOURS/ SHEET	CLERICAL HOURS/ SHEET	TOTAL HOURS PER SHEET
A. ROADWAY DESIGN (F.C. 160)								
1. Title Sheet & Index	2	1	2	1	2	4	8	30
2. Project Layout	1	0	0	0	0	4	8	13
3. Typical Sections	4	1	4	2	8	4	16	52
4. Plan and Profile/Intersection Sheets	15	1	15	60	90	4	60	375
5. Horiz. Align. & Cross Slope	3	1	3	3	3	1	6	18
6. Roadway Summaries	3	1	3	4	12	4	12	54
7. General Notes and Spec. Data	1	1	1	8	4	0	0	13
8. Estimate and Quantities	2	1	2	4	8	4	8	40
9. Utility Layouts	7	1	7	14	28	4	28	133
SUBTOTAL:	38	37	101	155	139	296	0	728
B. DRAINAGE (F.C. 161)								
1. Drainage Area Maps	2	1	2	4	8	8	16	50
2. Hydraulic Data	2	1	2	4	8	8	16	50
3. Drainage Layout Sheets	7	1	7	28	56	8	56	203
4. Culvert Cross Sec. & Details	4	1	4	16	32	8	32	118
5. Drainage Details	3	1	3	6	12	4	12	29
6. Storm Water Pol. Prev. Plan/Eros	9	1	9	4	36	4	36	57
7. Drainage Summary	2	1	2	2	4	4	8	182
SUBTOTAL:	29	29	77	164	168	232	0	670

## EXHIBIT D Work Authorization No. 2

CARTER & BURGESS, INC.  
4 - LANE BLVD. SECTION

## ENGINEERING FEE ESTIMATE

US 79

WILLIAMSON COUNTY

FROM: CR 110

TO: Hufto

LENGTH = 3.0 MILE

January 29, 2001  
(110-Hufo)  
SHEET 4 OF 8

## VIII. PREPARATION OF CONSTRUCTION PLANS (CONTINUED)

SHEET TOTALS	NO. OF SHEETS	PROJ. MGR. HRS./ SHEET	S.R. DES. ENGR. HRS./ SHEET	DESIGNING. HRS./ SHEET	ASST. DES. ENGR. HRS./ SHEET	CADD DRAFT. HRS./ SHEET	CLERICAL HRS./ SHEET	TOTAL HOURS	HOURS PER SHEET
<b>C. SIGNING AND MARKINGS (F.C. 162)</b>									
1. Sign, Strip, and Det. Plan	5	1	4	20	8	40	0	125	25
2. Summary of Small Signs	2	0	2	4	4	8	0	32	16
3. Sign Details	1	1	4	4	8	8	0	25	25
<b>SUBTOTAL:</b>	<b>8</b>	<b>6</b>	<b>28</b>	<b>28</b>	<b>56</b>	<b>64</b>	<b>0</b>	<b>182</b>	<b>23</b>
<b>D. MISCELLANEOUS ROADWAY (F.C. 163)</b>									
1. Traffic Control Plan, Detour Sequence of Construction	18	1	2	36	4	72	0	414	23
2. Signalization (1-Intersection)	4	1	2	8	8	32	0	100	25
3. Construction Time Estimates	1	0	4	4	0	0	0	8	8
4. Landscaping (Conceptual Only)	1	0	0	0	0	0	0	0	0
<b>SUBTOTAL:</b>	<b>24</b>	<b>22</b>	<b>48</b>	<b>180</b>	<b>96</b>	<b>176</b>	<b>0</b>	<b>522</b>	<b>22</b>
<b>E. BRIDGE DESIGN (F.C. 170)</b>									
1. Structure Layout	4	2	4	16	8	32	0	168	42
2. Abutment Details	4	2	4	16	8	32	0	152	38
3. Bent Details	4	2	4	16	16	64	0	188	42
4. Beam Details	4	2	4	16	8	32	0	152	38
5. Slab Details	4	2	4	16	8	32	0	168	42
6. Summary of Structure	2	1	2	8	16	16	0	82	41
7. Standards	30	0	0	0	1	30	0	60	2
8. Beam Design - BNS	2	1	2	8	16	32	0	78	39
<b>SUBTOTAL:</b>	<b>54</b>	<b>44</b>	<b>112</b>	<b>190</b>	<b>240</b>	<b>442</b>	<b>0</b>	<b>1028</b>	<b>19</b>
<b>TOTALS (Prep. of Const. Plans)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>DESIGN TOTALS:</b>	<b>153</b>	<b>138</b>	<b>366</b>	<b>717</b>	<b>699</b>	<b>1,210</b>	<b>0</b>	<b>3,130</b>	<b>20</b>
<b>PERCENT OF TOTAL HOURS:</b>		<b>4.41%</b>	<b>11.69%</b>	<b>22.91%</b>	<b>22.33%</b>	<b>38.66%</b>	<b>0.00%</b>	<b>100.00%</b>	

EXHIBIT D Work Authorization No. 2

## ENGINEERING FEE ESTIMATE

CARTER & BURGESS, INC.  
4 - LANE BLVD. SECTIONUS 79  
WILLIAMSON COUNTY  
FROM: CR 110  
TO: Hutto  
LENGTH = 3.0 MILEJanuary 29, 2001  
(110-Hutto)  
SHEET 5 OF 6

## ESTIMATED COST OF EACH WORK TASK

TASK AND DESCRIPTION	PROJECT MANAGER	SR. DESIGN ENGINEER	DESIGN ENGINEER	ASST. DESIGN DESIGN	CADD DRAFTER	CLERICAL	TOTAL MANHOURS
<b>I. PROJECT MANAGEMENT (F.C. 110)</b>							
TOTAL HOURS	80	72	24	0	0	24	200
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$4,640	\$2,736	\$816	\$0	\$0	\$408	
OVERHEAD MULTIPLIER:	\$8,114	\$4,784	\$1,427	\$0	\$0	\$713	
PROFIT:	\$1,594	\$940	\$280	\$0	\$0	\$140	
TOTAL	\$14,348	\$8,460	\$2,523	\$0	\$0	\$1,262	\$26,583
<b>II. ROUTE AND DESIGN STUDIES (F.C. 110)</b>							
TOTAL HOURS	5	5	6	2	0	2	20
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$290	\$190	\$204	\$50	\$0	\$34	
OVERHEAD MULTIPLIER:	\$507	\$332	\$57	\$87	\$0	\$59	
PROFIT:	\$100	\$65	\$70	\$17	\$0	\$12	
TOTAL	\$897	\$588	\$631	\$155	\$0	\$105	\$2,375
<b>III. SOCIAL ECONOMIC &amp; ENVIRONMENTAL STUDIES (F.C. 120)</b>							
TOTAL HOURS	0	0	0	0	0	0	0
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$0	\$0	\$0	\$0	\$0	\$0	
OVERHEAD MULTIPLIER:	\$0	\$0	\$0	\$0	\$0	\$0	
PROFIT:	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>IV. PUBLIC INVOLVEMENT (F.C. 120)</b>							
TOTAL HOURS	0	0	0	0	0	0	0
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$0	\$0	\$0	\$0	\$0	\$0	
OVERHEAD MULTIPLIER:	\$0	\$0	\$0	\$0	\$0	\$0	
PROFIT:	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>V. UTILITY/ R. O. W. COORD. (F.C. 130)</b>							
TOTAL HOURS	40	40	16	16	40	16	168
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$2,320	\$1,520	\$544	\$400	\$1,000	\$272	
OVERHEAD MULTIPLIER:	\$4,057	\$2,658	\$951	\$898	\$1,748	\$476	
PROFIT:	\$797	\$522	\$187	\$137	\$344	\$93	
TOTAL	\$7,174	\$4,700	\$1,682	\$1,237	\$3,092	\$841	\$18,726
<b>VI. FIELD SURVEYS (F.C. 150)</b>							
TOTAL HOURS	0	0	0	0	0	0	0
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$0	\$0	\$0	\$0	\$0	\$0	
OVERHEAD MULTIPLIER:	\$0	\$0	\$0	\$0	\$0	\$0	
PROFIT:	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

## ENGINEERING FEE ESTIMATE

US 79

WILLIAMSON COUNTY

FROM: CR 110

TO: Hutto

LENGTH = 3.0 MILE

CARTER & BURGESS, INC.  
4 - LANE BLVD. SECTIONJanuary 28, 2001  
(110-Huto)  
SHEET 6 OF 6

## ESTIMATED COST OF EACH WORK TASK

TASK AND DESCRIPTION	PROJECT MANAGER	SR. DESIGN ENGINEER	DESIGN. ENGINEER	ASST. DESIGN ENGINEER	CADD DRAFTER	CLERICAL	TOTAL MANHOURS
<b>VII. ROADWAY DESIGN (F.C. 160)</b>							
TOTAL HOURS:	4	4	8	16	32	0	64
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$232	\$152	\$272	\$400	\$900	\$0	
OVERHEAD MULTIPLIER:	\$406	\$266	\$476	\$699	\$1,399	\$0	
PROFIT:	\$80	\$52	\$93	\$137	\$275	\$0	
TOTAL:	\$717	\$470	\$841	\$1,237	\$2,474	\$0	\$5,739
<b>VIII. PREPARATION OF CONSTRUCTION PLANS</b>							
TOTAL HOURS:	138	366	717	699	1,210	0	3,130
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$8,004	\$13,908	\$24,378	\$17,475	\$30,250	\$0	
OVERHEAD MULTIPLIER:	\$13,996	\$24,320	\$42,627	\$30,557	\$52,895	\$0	
PROFIT:	\$2,750	\$4,778	\$8,376	\$6,004	\$10,383	\$0	
TOTAL:	\$24,750	\$43,006	\$75,381	\$54,036	\$93,538	\$0	\$290,711
<b>TOTAL CARTER &amp; BURGESS, INC.:</b>							
TOTAL HOURS:	267	487	771	733	1,282	42	3,582
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$15,486	\$18,506	\$26,214	\$18,325	\$32,050	\$714	\$111,295
OVERHEAD MULTIPLIER:	\$27,078	\$32,360	\$45,838	\$32,043	\$56,043	\$1,249	\$194,610
PROFIT:	\$5,321	\$6,358	\$9,006	\$6,296	\$11,012	\$245	\$38,238
TOTAL:	\$47,885	\$57,224	\$81,058	\$56,664	\$99,104	\$2,208	\$344,144
PERCENT OF CARTER & BURGESS COST:	13.91%	16.63%	23.55%	16.47%	28.80%	0.64%	100.00%
<b>DIRECT COST - CARTER &amp; BURGESS, INC.:</b>							
Mylar Plots	250 Square Feet at	\$3.50 /Square Foot					\$875
Blue-line Reproductions or Printing	3,000 Square Feet at	\$0.25 /Square Foot					\$750
Survey Materials and Supplies							\$0
Express Deliveries	12 Deliveries at	\$20.00 /Delivery					\$240
Auto Mileage	2,000 Miles at	\$0.345 /Mile					\$690
Air Travel	0 Flights at	\$250.00 /Round Trip					\$0
Lodging	0 Nights at	\$85.00 /Night					\$0
Per Diem	0 Days at	\$35.00 /Day					\$0
Auto Rental	0 Days at	\$60.00 /day					\$0
Telephone, Communications and Advertisements							\$301
Court Reporter & Transcriber							\$0
<b>TOTAL DIRECT COST - CARTER &amp; BURGESS, INC.</b>							\$2,856
<b>SUMMARY - CARTER &amp; BURGESS, INC.</b>							
Labor + Overhead + Profit							\$344,144
Direct Cost							\$2,856
<b>TOTAL CONTRACT COST - CARTER &amp; BURGESS, INC.</b>							\$347,000



US 79: From Hutto to Taylor, PS&amp;E

Exhibit C WA No. 3

ID	Task Name	Start	Finish	2nd Quarter			3rd Quarter			4th Quarter		
				Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	I. Project Management	03/10/03	11/14/03									
2	A. Coordination and Review	03/10/03	11/14/03									
3	B. Contract Administration	03/10/03	11/14/03									
4	C. Quality Assurance / Quality Control	03/10/03	11/14/03									
5	D. Status Meetings (6)	05/12/03	10/31/03									
6	E. Develop and submit 60% to TxDOT	03/10/03	06/13/03									
7	F. Develop and submit 90% to TxDOT	06/16/03	08/15/03									
8	G. Develop and submit 100% to TxDOT	08/18/03	10/03/03									
9	H. TxDOT Review and Approval	10/06/03	11/14/03									
10	II. Roadway Design	03/18/03	03/28/03									
11	A. Design Concept Conference	03/19/03	03/19/03									
12	B. Preliminary Cost Estimate	03/18/03	03/18/03									
13	C. Geometric Design	03/20/03	03/28/03									
14	III. Roadway Design Plan Production	03/31/03	08/15/03									
15	IV. Drainage Design	03/31/03	07/11/03									
16	V. Signing and Markings	03/31/03	05/02/03									
17	VI. Miscellaneous Roadway	04/07/03	09/08/03									
18	A. Traffic Control Plan / Detour Sequence	04/07/03	06/06/03									
19	B. Signalization	05/05/03	05/30/03									
20	C. Construction Time Estimate	09/08/03	09/09/03									
21	VII. Bridge Design	03/31/03	06/27/03									
22	VIII. Foundation Exploration	03/24/03	05/16/03									
23	IX. Utility Coordination	03/10/03	11/14/03									

**Carter::Burgess**

fee &amp; Sched

only WA 3

www.c-b.com

EXHIBIT D Work Authorization No. 3

## ENGINEERING FEE ESTIMATE

US 79

WILLIAMSON COUNTY

FROM: Hutto

TO: Taylor

LENGTH = 6.25 MILE

February 5, 2001  
(Hutto-Taylor)  
SHEET 1 OF 6CARTER & BURGESS, INC.  
4 - LANE BLVD. SECTIONESTIMATED MANHOURS OF EACH WORK TASK  
TASK AND DESCRIPTION

	PROJECT MANAGER	SR. DESIGN ENGINEER	DESIGN ENGINEER	ASST. DESIGN ENGINEER	CADD DRAFTER	CLERICAL	TOTAL MANHOURS
I. PROJECT MANAGEMENT (F.C. 110)							
A. Coordination and Review	56	40	32			8	136
B. Contract Administration	16	24				20	60
C. Quality Assurance/Quality Control	40	32					72
SUBTOTALS:	112	96	32	0	0	28	268
II. ROUTE AND DESIGN STUDIES (F.C. 110)							
A. Schematic Design	0	0	0				0
1. Data Collection	0	0					0
2. Initial Field Reconnaissance	0	0					0
3. Identify Property Ownership	0	0	0		0		0
4. Develop Designs	0	0	0		0		0
5. Typical Sections	0	0	0		0		0
6. Right of Way Requirements	0	0	0		0		0
B. Design Concept Conference	4	4	4	0		2	14
C. Preliminary Cost Estimate	1	1	2	2			6
SUBTOTALS:	5	5	6	2	0	2	20
III. SOCIAL ECONOMIC & ENVIRONMENTAL STUDIES (F.C. 120)							
A. Environmental Assessment	0	0					0
1. Agency Coordination	0	0					0
2. Purpose and Need for Action							0
3. Socioeconomic Data							0
4. Field Investigation							0
5. Land Use							0
6. Geology and Groundwater							0
7. Noise and Vibration							0
8. Surface Water Hydrology							0
9. Air Quality							0
10. Cultural Resources							0
11. Ecological Resources							0
12. Wetlands							0
13. Endangered Species							0
14. Relocation							0
15. Prime Farm Land							0
B. Assemble, Review and Process	0	0				0	0
SUBTOTALS:	0	0	0	0	0	0	0

EXHIBIT D Work Authorization No. 3

## ENGINEERING FEE ESTIMATE

US 79

WILLIAMSON COUNTY

CARTER & BURGESS, INC.  
4 - LANE BLVD. SECTIONFebruary 5, 2001  
(Huto-Taylor)  
SHEET 2 OF 6FROM: Huto  
TO: Taylor  
LENGTH = 6.25 MILE

## ESTIMATED MANHOURS OF EACH WORK TASK

TASK AND DESCRIPTION	PROJECT MANAGER	SR. DESIGN ENGINEER	DESIGN ENGINEER	ASST. DESIGN ENGINEER	CADD DRAFTER	CLERICAL	TOTAL MANHOURS
<b>IV. PUBLIC INVOLVEMENT (F.C. 120)</b>							
A. Public Meeting							
1. Prepare Meeting Notice and Exhibits	0	0	0	0	0	0	0
2. Assist with Meeting	0	0	0	0	0	0	0
3. Prepare Draft Summary and Analysis	0	0	0	0	0	0	0
A. Public Hearing							
1. Prepare Notice & Exhibits	0	0	0	0	0	0	0
2. Assist with Hearing	0	0	0	0	0	0	0
3. Prepare Final Summary and Analysis	0	0	0	0	0	0	0
<b>SUBTOTALS:</b>	0	0	0	0	0	0	0
<b>V. UTILITY/ R. O. W. COORD. (F.C. 130)</b>							
A. Ownership Data							0
B. Utility Locations							0
<b>C. Right of Way Plans</b>							
1. Prepare Right of Way Plans	0	0	0	0	0	0	0
2. Calculate Right of Way Req.							0
3. Calculate Parcel Areas							0
D. Prepare Field Notes							0
E. Research and Tract Analysis	56	56	40	40	56	32	280
F. Notify/Meeting w/Utility Owners	56	56	40	40	56	32	280
<b>SUBTOTALS:</b>	0	0	0	0	0	0	0
<b>VI. FIELD SURVEYS (F.C. 150)</b>							
A. Establish Horizontal and Vertical Control							0
B. Establish Benchmarks at (2000') Intervals							0
C. Stake Centerline							0
<b>D. Existing Cross Sections and Ties</b>							
1. Proposed Roadway Centerline			0	0			0
2. Connecting Roads			0	0			0
3. Drainage Channels			0	0			0
4. Existing Bridges and Culverts			0	0			0
5. Connections to CR 195 & FM 1460			0	0			0
<b>E. Survey and Stake Right-Of-Way</b>							0
F. Stake Core Test Holes	0	0	0	0	0	0	0
<b>SUBTOTALS:</b>	0	0	0	0	0	0	0

## EXHIBIT D Work Authorization No. 3

## ENGINEERING FEE ESTIMATE

US 79

WILLIAMSON COUNTY

FROM: Hutto

TO: Taylor

LENGTH = 6.25 MILE

February 5, 2001  
(Hutto-Taylor)  
SHEET 3 OF 6CARTER & BURGESS, INC.  
4 - LANE BLVD. SECTION

## ESTIMATED MANHOURS OF EACH WORK TASK

TASK AND DESCRIPTION	PROJECT MANAGER	SR. DESIGN ENGINEER	DESIGN ENGINEER	ASST. DESIGN ENGINEER	CADD DRAFTER	CLERICAL	TOTAL MANHOURS
VII. ROADWAY DESIGN (F.C. 160)							
A. Geometric Design							
1. Horizontal Alignment	1	1		2	4	8	16
2. Vertical Alignment	1	1		2	4	8	16
3. Right-Of-Way Requirements	1	1		2	4	8	16
4. Typical Sections	1	1		2	4	8	16
							0
							0
							0
SUBTOTALS:	4	4		8	16	32	64

## VIII. PREPARATION OF CONSTRUCTION PLANS

SHEET TOTALS	NO. OF SHEETS	PROJ. MGR. HOURS/ SHEET	SR. DES. ENGR. HOURS/ SHEET	DESIGN ENGR. HOURS/ SHEET	ASST. DES. ENGR. HOURS/ SHEET	CADD DRAFTER HOURS/ SHEET	CLERICAL HOURS/ SHEET	TOTAL HOURS PER SHEET
A. ROADWAY DESIGN (F.C. 160)								
1. Title Sheet & Index	2	1	2	1	2	4	8	30
2. Project Layout	1	0	0	0	0	4	8	13
3. Typical Sections	4	1	4	2	8	4	16	52
4. Plan and Profile/Intersection Sheets	26	1	26	4	112	10	280	700
5. Horiz. Allig. & Cross Slope	4	1	4	1	4	2	8	24
6. Roadway Summaries	4	1	4	1	4	8	32	72
7. General Notes and Spec. Data	1	1	1	8	4	0	0	13
8. Estimate and Quantities	2	1	2	1	2	4	8	40
9. Utility Layouts	13	1	13	2	26	4	52	247
SUBTOTAL:	59	58	167	262	220	484	0	1,191
B. DRAINAGE (F.C. 161)								
1. Drainage Area Maps	4	1	4	4	16	8	32	100
2. Hydraulic Data	4	1	4	4	16	8	32	100
3. Drainage Layout Sheets	13	1	13	8	104	8	104	377
4. Culvert Cross Sec. & Details	4	1	4	8	32	8	32	116
5. Drainage Details	3	1	3	4	12	8	24	57
6. Storm Water Pol. Prev. Plan/Eros	14	1	14	4	56	8	112	252
7. Drainage Summary	3	1	3	2	6	8	24	48
SUBTOTAL:	45	45	123	258	264	360	0	1050

EXHIBIT D Work Authorization No. 3

## ENGINEERING FEE ESTIMATE

CARTER & BURGESS, INC.  
4 - LANE BLVD. SECTION

WILLIAMSON COUNTY

FROM: Hutto

TO: Taylor

LENGTH = 6.25 MILE

February 5, 2001  
(Hutto-Taylor)  
SHEET 4 OF 6

## VIII. PREPARATION OF CONSTRUCTION PLANS (CONTINUED)

SHEET TOTALS		NO. OF SHEETS	PROJ. MGR.	SR. DES. ENGR.	DESIGN ENGR.	ASST. DES. ENGR.	CADD DRAFT	CLERICAL	TOTAL	HOURS
			HRS./SHEET	HRS./SHEET	HRS./SHEET	HRS./SHEET	HRS./SHEET	HRS./SHEET	HRS.	PER SHEET
<b>C. SIGNING AND MARKINGS (F.C. 162)</b>										
1. Sign., Strip., and Del. Plan	13	1	13	4	52	4	52	8	104	325
2. Summary of Small Signs	3	0	0	2	6	2	6	8	24	48
3. Sign Details	2	1	2	4	8	4	8	8	16	50
<b>SUBTOTAL:</b>	<b>18</b>		<b>15</b>		<b>66</b>		<b>132</b>		<b>144</b>	<b>423</b>
<b>D. MISCELLANEOUS ROADWAY (F.C. 163)</b>										
1. Traffic Control Plan, Detour Sequence of Construction	21	1	21	2	42	8	168	4	84	168
2. Signalization (1-Intersection)	4	1	4	2	8	8	32	6	24	100
3. Construction Time Estimates	1	0	0	4	4	4	4	0	0	8
4. Landscaping (Conceptual Only)	1	0	0	0	0	0	0	0	0	0
<b>SUBTOTAL:</b>	<b>27</b>		<b>25</b>		<b>54</b>		<b>204</b>		<b>200</b>	<b>591</b>
<b>E. BRIDGE DESIGN (F.C. 170)</b>										
1. Structure Layout	4	2	8	4	16	4	16	8	32	168
2. Abutment Details	4	2	8	4	16	8	32	8	64	152
3. Bent Details	4	2	8	4	16	4	16	16	64	168
4. Beam Details	4	2	8	4	16	8	32	8	64	152
5. Slab Details	4	2	8	4	16	8	32	4	16	168
6. Summary of Structure	2	1	2	8	16	8	16	16	32	82
7. Beam Design - BNS	2	1	2	8	16	8	16	16	32	78
8. Standards	30	0	0	0	0	1	30	0	0	60
<b>SUBTOTAL:</b>	<b>54</b>		<b>44</b>		<b>112</b>		<b>190</b>		<b>442</b>	<b>1028</b>
<b>TOTALS (Prep. of Const. Plans)</b>	<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>
<b>DESIGN TOTALS:</b>	<b>203</b>		<b>187</b>		<b>522</b>		<b>980</b>		<b>1,630</b>	<b>4,283</b>
<b>PERCENT OF TOTAL HOURS:</b>			<b>4.37%</b>		<b>12.19%</b>		<b>22.88%</b>		<b>38.06%</b>	<b>100.00%</b>

## ENGINEERING FEE ESTIMATE

EXHIBIT D Work Authorization No. 3

CARTER & BURGESS, INC.  
4 - LANE BLVD. SECTIONUS 79  
WILLIAMSON COUNTY  
FROM: Hutto  
TO: Taylor  
LENGTH = 6.25 MILEFebruary 5, 2001  
(Hutto-Taylor)  
SHEET 5 OF 8

## ESTIMATED COST OF EACH WORK TASK

TASK AND DESCRIPTION	PROJECT MANAGER	SR. DESIGN ENGINEER	DESIGN. ENGINEER	ASST. DESIGN DESIGN	CADD DRAFTER	CLERICAL	TOTAL MANHOURS
<b>I. PROJECT MANAGEMENT (F.C. 110)</b>							
TOTAL HOURS	112	96	32	0	0	28	268
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$6,496	\$3,648	\$1,088	\$0	\$0	\$476	
OVERHEAD MULTIPLIER:	\$11,359	\$6,379	\$1,902	\$0	\$0	\$832	
PROFIT:	\$2,232	\$1,253	\$374	\$0	\$0	\$164	
TOTAL	\$20,087	\$11,280	\$3,364	\$0	\$0	\$1,472	\$36,203
<b>II. ROUTE AND DESIGN STUDIES (F.C. 110)</b>							
TOTAL HOURS	5	5	6	2	0	2	20
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$290	\$190	\$204	\$50	\$0	\$34	
OVERHEAD MULTIPLIER:	\$507	\$332	\$357	\$87	\$0	\$59	
PROFIT:	\$100	\$65	\$70	\$17	\$0	\$12	
TOTAL	\$897	\$568	\$631	\$155	\$0	\$105	\$2,375
<b>III. SOCIAL ECONOMIC &amp; ENVIRONMENTAL STUDIES (F.C. 120)</b>							
TOTAL HOURS	0	0	0	0	0	0	0
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$0	\$0	\$0	\$0	\$0	\$0	
OVERHEAD MULTIPLIER:	\$0	\$0	\$0	\$0	\$0	\$0	
PROFIT:	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>IV. PUBLIC INVOLVEMENT (F.C. 120)</b>							
TOTAL HOURS	0	0	0	0	0	0	0
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$0	\$0	\$0	\$0	\$0	\$0	
OVERHEAD MULTIPLIER:	\$0	\$0	\$0	\$0	\$0	\$0	
PROFIT:	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>V. UTILITY/ R. O. W. COORD. (F.C. 130)</b>							
TOTAL HOURS	56	56	40	40	56	32	280
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$3,248	\$2,128	\$1,360	\$1,000	\$1,400	\$544	
OVERHEAD MULTIPLIER:	\$5,678	\$3,721	\$2,378	\$1,749	\$2,448	\$951	
PROFIT:	\$1,116	\$731	\$467	\$344	\$481	\$187	
TOTAL	\$10,043	\$6,580	\$4,205	\$3,092	\$4,329	\$1,882	\$26,932
<b>VI. FIELD SURVEYS (F.C. 150)</b>							
TOTAL HOURS	0	0	0	0	0	0	0
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$0	\$0	\$0	\$0	\$0	\$0	
OVERHEAD MULTIPLIER:	\$0	\$0	\$0	\$0	\$0	\$0	
PROFIT:	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

EXHIBIT D Work Authorization No. 3

CARTER & BURGESS, INC.  
4 - LANE BLVD. SECTION

## ENGINEERING FEE ESTIMATE

US 79

WILLIAMSON COUNTY

FROM: Huiko

TO: Taylor

LENGTH = 6.25 MILE

February 5, 2001  
(Huiko-Taylor)  
SHEET 6 OF 8

## ESTIMATED COST OF EACH WORK TASK

TASK AND DESCRIPTION	PROJECT MANAGER	SR. DESIGN ENGINEER	DESIGN. ENGINEER	ASST. DESIGN ENGINEER	CADD DRAFTER	CLERICAL	TOTAL MAN-HOURS
<b>VII. ROADWAY DESIGN (F.C. 160)</b>							
TOTAL HOURS:	4	4	8	16	32	0	64
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$232	\$152	\$272	\$400	\$800	\$0	
OVERHEAD MULTIPLIER:	\$406	\$266	\$476	\$699	\$1,398	\$0	
PROFIT:	\$80	\$52	\$93	\$137	\$275	\$0	
TOTAL:	\$717	\$470	\$841	\$1,237	\$2,474	\$0	\$5,739
<b>VIII. PREPARATION OF CONSTRUCTION PLANS</b>							
TOTAL HOURS:	187	522	980	984	1,630	0	4,283
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$10,846	\$19,836	\$33,320	\$24,100	\$40,750	\$0	
OVERHEAD MULTIPLIER:	\$18,965	\$34,685	\$58,263	\$42,141	\$71,255	\$0	
PROFIT:	\$3,726	\$6,815	\$11,448	\$8,280	\$14,001	\$0	
TOTAL:	\$33,538	\$61,336	\$103,031	\$74,521	\$126,006	\$0	\$388,433
<b>TOTAL CARTER &amp; BURGESS, INC.:</b>							
TOTAL HOURS:	364	683	1,066	1,022	1,718	62	4,915
SALARY RATES:	\$58.00	\$38.00	\$34.00	\$25.00	\$25.00	\$17.00	
DIRECT SALARY COST:	\$21,112	\$25,954	\$36,244	\$25,550	\$42,950	\$1,054	\$152,884
OVERHEAD MULTIPLIER:	\$36,916	\$45,383	\$63,376	\$44,677	\$75,102	\$1,843	\$287,298
PROFIT:	\$7,254	\$8,917	\$12,453	\$8,778	\$14,757	\$362	\$52,520
TOTAL:	\$65,282	\$80,254	\$112,073	\$79,005	\$132,809	\$3,259	\$472,662
PERCENT OF CARTER & BURGESS COST:	13.81%	16.98%	23.71%	16.71%	28.10%	0.69%	100.00%
<b>DIRECT COST - CARTER &amp; BURGESS, INC.:</b>							
Mylar Plots	550 Square Feet at	\$3.50 /Square Foot					\$1,925
Blue-line Reproductions or Printing	6,000 Square Feet at	\$0.25 /Square Foot					\$1,500
Survey Materials and Supplies							\$0
Express Deliveries	12 Deliveries at	\$20.00 /Delivery					\$240
Auto Mileage	2,000 Miles at	\$0.345 /Mile					\$690
Air Travel	0 Flights at	\$250.00 /Round Trip					\$0
Lodging	0 Nights at	\$85.00 /Night					\$0
Per Diem	0 Days at	\$35.00 /Day					\$0
Auto Rental	0 Days at	\$60.00 /day					\$0
Telephone, Communications and Advertisements							\$363
Court Recorder & Transcriber							\$0
<b>TOTAL DIRECT COST - CARTER &amp; BURGESS, INC.</b>							\$4,718
<b>SUMMARY - CARTER &amp; BURGESS, INC.</b>							
Labor + Overhead + Profit							\$472,662
Direct Cost							\$4,718
<b>TOTAL CONTRACT COST - CARTER &amp; BURGESS, INC.</b>							\$477,400

Contract No. \_\_\_\_\_

**ATTACHMENT A**  
**WORK AUTHORIZATION NO. \_\_1\_\_**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Agreement entered into by and between Carter & Burgess, Inc. (the "Engineer") and Inland Civil Associates, L.L.C. (the "Subcontractor").

**PART 1.** The Subcontractor will perform the following engineering services:

See Exhibit B attached. Services outside of Exhibit B can be provided under an additional services agreement on an hourly basis or as negotiated.

**PART 2.** The maximum amount payable for services under this Work Authorization without modification is a Lump Sum amount of \$525,756.00.

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

**PART 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on April 1, 2003, unless extended by a Supplemental Work Authorization.

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



**PART 6.** This Work Authorization is hereby accepted and acknowledged below.

**SUBCONTRACTOR**Inland Civil Associates, L.L.C.By: M. Stephen Truesdale

Signature

M. Stephen Truesdale, R.P.L.S.

Typed or Printed Name

Associate

Title

16 MAR 01

Date

**ENGINEER**Carter & Burgess, Inc.By: A. Henry Reason

Signature

for F. Clifton Davis, P.E.

Typed or Printed Name

Sr. Vice President

Title

3-19-01

Date

**LIST OF EXHIBITS**

- Exhibit A - Services to be Provided by the Engineer
- Exhibit B - Services to be Provided by the Subcontractor
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

Contract No. \_\_\_\_\_  
Inland Civil Associates. L.L.C.

**EXHIBIT "A"**

**WORK AUTHORIZATION NO. 1**

**Services to be Provided by the Engineer**

The Engineer will provide the subcontractor a Microstation 2-D drawing depicting proposed right-of-way (ROW) lines.

The Engineer will provide the proposed horizontal alignment to subcontractor in a Microstation 2-D drawing format.

The Engineer will provide the electronic aerial mapping file to the subcontractor.

The Engineer will perform timely reviews of subcontractor's ROW mapping submittals.

**EXHIBIT B****SCOPE OF SERVICES  
AND FEE ESTIMATE****U.S. HIGHWAY 79 FROM LOOP 427  
TO WILLIAMSON/MILAM COUNTY LINE  
FOR WILLIAMSON COUNTY ROAD BOND PROGRAM THROUGH  
CARTER & BURGESS, INC.**

Inland Civil Associates, L.L.C. (Inland) proposes to provide the following professional land surveying services to Williamson County through Carter & Burgess, Inc. (Client) in connection with the U.S. Highway 79 project (the Project) for the Williamson County Road Bond Program (the county). The following assumptions were made in developing this scope of services and fee estimate.

- Inland will coordinate traffic control and special signage for lane closures to accomplish any extensive design survey work within the paved area of U.S. 79. This service will be provided by subcontractors when this type of operation becomes necessary during the course of design of the Project.
- Location of trees within the Project area is not included in this proposal.
- All existing utility research will be provided by the Client.

Following is a detailed description of the Scope of Services:

**I. Project Management – Coordination and Meetings (F.C. 150)**

Inland will provide coordination activities and attend progress meetings with the Client, Williamson County and the Texas Department of Transportation (TxDOT), insofar as is necessary for the timely and safe performance of the surveying scope of services outlined in this agreement.

**II. Right-of-Entry**

Inland understands that the County will obtain right-of-entry for surveying on the properties where design and right-of-way surveys will be required for the Project. We propose however, to obtain current ownership information from the Williamson County Tax Appraisal District office.

**III. Project Control**

The horizontal and vertical control for the Project will be tied to and based upon the control for the U.S. Highway 79 project from the McNutt Creek bridge previously completed by the Client for TxDOT (the previous project). The project will be completed in English units of measurement.

**A. Aerial Mapping Ground Control**

Inland will establish a horizontal ground control network through the limits of the Project through the establishment of aerial targets. The target layout will be based upon the diagram provided from the aerial mapping subcontractor.

**B. Horizontal Control**

Inland will establish a horizontal control network through the limits of the Project. The traverse will be based upon the control for the previous projects and the coordinate values for these traverse points will be adjusted as such. We will accomplish this work by establishing wide primary control network. This control will be used for further densification as necessary and will include the aerial targets as set.

**C. Vertical Control**

Inland will run a level loop through the limits of the Project and will establish project benchmarks at approximate 1500 foot intervals. The vertical datum for the Project will be based upon the control benchmarks for the previous project. The elevation for the Project benchmarks will be adjusted to the elevations for the benchmarks of the previous project.

**IV. Topographic/Design Survey**

- A.** Inland will perform design engineering surveys using GPS and/or conventional means to obtain data enhancement along edges and centerline of existing pavement. This data will be collected at approximately 100 foot intervals. Centerline data will be gathered only when and where it is safe under prevailing traffic conditions. Inland has budgeted for traffic control devices and sub-consultants for work items under these conditions.
- B.** Inland will perform survey operations to obtain elevations of flow lines for culverts, channels and drainage structures.
- C.** Survey data will be obtained within the obscured areas from aerial photos as delineated by the aerial mapping firm.
- D.** Inland will provide topographic survey data of existing roads and driveways which connect onto US 79 along the project route. In addition, Inland will provide grade data at approximately 3000' intervals along the top north rail of the parallel railroad tracks bordering the project to the south. Visible utilities will be located within the right-of-way for the length of the project.

E. Inland will provide additional survey data for existing road bridges and for railroad bridges. We will obtain measurements for the hydraulic clearances of the bridges and including pier locations and sizes and low chord elevations. Cross-sections of the stream course will be collected at specified intervals both upstream and downstream from the structures.

F. Deliverables

Benchmark list  
MicroStation 2d.dgn file  
MicroStation 3d.dgn file with breaklines

Compensation

Inland proposes to perform Items I through IV for a lump sum fee of \$62,210.00 plus approximately \$4200.00 in reimbursables.

**EXHIBIT B, PART 2****SCOPE OF SERVICES  
AND FEE ESTIMATE****U.S. HIGHWAY 79 FROM COUNTY ROAD 110 TO LOOP 427  
FOR THE WILLIAMSON COUNTY ROAD BOND PROGRAM THROUGH  
CARTER & BURGESS, INC.**

Inland Civil Associates, L.L.C. (Inland) proposes to provide the following professional land surveying services to Williamson County through Carter & Burgess, Inc. (Client) in connection with the U.S. Highway 79 project (the Project) for the Williamson County Road Bond Program (the County). The following assumptions were made in developing this scope of services and fee estimate.

- Inland will coordinate traffic control and special signage for lane closures to accomplish any extensive design survey work within the paved area of U.S. 79. This service will be provided by subcontractors when this type of operation becomes necessary during the course of design of the Project.
- Location of trees within the Project area is not included in this proposal.
- All existing utility research will be provided by the Client.

Following is a detailed description of the Scope of Services:

**I. Project Management – Coordination and Meetings (F.C. 150)**

Inland will provide coordination activities and attend progress meetings with the Client, Williamson County and the Texas Department of Transportation (TxDOT), insofar as is necessary for the timely and safe performance of the surveying scope of services outlined in this agreement.

**II. Right-of-Entry**

Inland understands that the County will obtain right-of-entry for surveying on the properties where design and right-of-way surveys will be required for the Project. We propose however, to obtain current ownership information from the Williamson County Tax Appraisal District office.

**III. Project Control**

The horizontal and vertical control for the Project will be tied to and based upon the control for the U.S. Highway 79 project from the McNutt Creek bridge previously completed by the Client for TxDOT (the previous project). The project will be completed in English units of measurement.

**A. Aerial Mapping Ground Control**

Inland will establish a horizontal ground control network through the limits of the Project through the establishment of aerial targets. The target layout will be based upon the diagram provided from the aerial mapping subcontractor.

**B. Horizontal Control**

Inland will establish a horizontal control network through the limits of the Project. The traverse will be based upon the control for the previous projects and the coordinate values for these traverse points will be adjusted as such. We will accomplish this work by establishing wide primary control network. This control will be used for further densification as necessary and will include the aerial targets as set.

**C. Vertical Control**

Inland will run a level loop through the limits of the Project and will establish project benchmarks at approximate 1500 foot intervals. The vertical datum for the Project will be based upon the control benchmarks for the previous project. The elevation for the Project benchmarks will be adjusted to the elevations for the benchmarks of the previous project.

**IV. Topographic/Design Survey**

- A. Inland will perform design engineering surveys using GPS and/or conventional means to obtain data enhancement along edges and centerline of existing pavement. This data will be collected at approximately 100 foot intervals. Centerline data will be gathered only when and where it is safe under prevailing traffic conditions. Inland has budgeted for traffic control devices and sub-consultants for work items under these conditions.**
- B. Inland will perform survey operations to obtain elevations of flow lines for culverts, channels and drainage structures.**
- C. Survey data will be obtained within the obscured areas from aerial photos as delineated by the aerial mapping firm.**
- D. Inland will provide topographic survey data of existing roads and driveways which connect onto US 79 along the project route. In addition, Inland will provide grade data at approximately 3000' intervals along the top north rail of the parallel railroad tracks bordering the project to the south. Visible utilities will be located within the right-of-way for the length of the project.**

- E. Inland will provide additional survey data for existing road bridges and for railroad bridges. We will obtain measurements for the hydraulic clearances of the bridges and including pier locations and sizes and low chord elevations. Cross-sections of the stream course will be collected at specified intervals both upstream and downstream from the structures.

F. Deliverables

Benchmark list  
MicroStation 2d.dgn file  
MicroStation 3d.dgn file with breaklines

Compensation

Inland proposes to perform Items I through IV for a lump sum fee of \$86,246.00 plus approximately \$6,400.00 in reimbursables.

V. Right-of-Way Surveys (F.C. 130)

A. Records Search

Upon notice to proceed, Inland will conduct record research in the County Tax Appraisal office to determine the ownership for the approximately 100 properties from which right-of-way is to be obtained (subject properties). Copies of the current deeds for these subject properties will be obtained from the County Clerk's records. A current ownership list will be made for the subject properties and a copy of this list will be provided to the Client for their use.

B. Deed Study

Based upon the records obtained, Inland will prepare a working drawing of the deeds and right-of-way map preparation and parcel surveys for this project. The Client will be notified of all deed line conflicts discovered in preparing the deed study. Resolution of conflicts is not a budgeted item since the number or extent of such conflicts can not be quantified at this time.

C. Field Surveys

Inland will perform a right-of-way survey of the affected properties. Monuments marking the existing right-of-way lines of U.S. 79 and the front corners of the properties from which right-of-way is to be obtained will be recovered and tied to the project control. Inland will recover the corner or angle point monuments nearest to the existing right-of-way of U.S. 79 on the side line of each of the subject properties, and these monuments will be tied to the project control.



#### **D. Boundary Analysis**

Using the deed study and the data from the field survey, the Registered Surveyor will analyze the results of the survey with assistance from the survey technician in performing computations related to the analysis. The surveyor will determine the location of the existing right-of-way lines and the side property lines of each of the subject properties. TxDOT will be notified of boundary line conflicts which become apparent as a result of the field survey. Resolution of these conflicts is not a budgeted item since the number or extent of such conflicts can not be quantified at this time.

#### **E. Preparation of Documents**

1. Inland will submit to the Client a plot showing the properties surveyed and the proposed right-of-way line. The Client will make a final determination of proposed right-of-way line location and return this information to Inland.
2. Using the boundary survey information in No. 1 above and the proposed right-of-way line location provided by the Client, Inland will compute the boundaries of the right-of-way parcels for each of the subject properties.
3. Inland will draft the right-of-way plans to a scale of 1" = 100' based upon TxDOT-Austin District standards for a rural route. We estimate that there will be 50 plan sheets and a plan cover sheet. A closure computation will be prepared for each right-of-way parcel on the plans.
4. Inland will draft plats for each of the estimated 100 right-of-way parcels. The plats will be prepared on 8 1/2" by 11" pages at a scale sufficient to show necessary detail yet minimize the number of drawing sheets required. A closure computation will be prepared for each of the plats.
5. Inland will prepare a field note description for each of the right-of-way parcels. A closure computation will be prepared for each of the descriptions.
6. To assure quality of the documents, the Registered Surveyor, with the assistance of two technicians, will read the descriptions while all details are compared to the right-of-way plans and parcel plats (bearings, distances, stations and offsets, deed references, etc.) Final markups will be made and corrections completed.
7. All of the above described survey documents (right-of-way plans, plats, descriptions, and closure computations) will be submitted to the Client for their review. Upon the completion of review of all right-of-way survey documents, Inland will make the corrections and address concerns. Corrected documents will be returned to the Client in final format.

**F. Monumentation**

One-half inch iron rods with caps will be set at property line intersections with the new right-of-way. TxDOT brass caps will be set in concrete (Type II monuments) at Point of Curvatures, Point of Tangency, angle points and at even 1000 foot stations along the new right-of-way.

**G. Deliverables**

1. List of property owner names, addresses, and phone numbers (if available).
2. Two legal descriptions for each parcel (signed and sealed).
3. Two individual plats for each parcel (signed and sealed).
4. Right-of-way plans using TxDOT-Austin District approved format and title sheet.
5. Two sets of closure calculations for legal descriptions, plats and right-of-way maps.
6. Computer files for the right-of-way plans and parcel plats in MicroStation (.DGN) format and legal descriptions in Microsoft Word format on 3.5" disks.

**Compensation**

Inland proposes to perform Item V (approx. 100 parcels) for the lump sum fee of: \$362,400.00 plus approx. \$4,300.00 in reimbursables.

## EXHIBIT C

### WORK SCHEDULE – US 79

The following is an estimate of time required by task for professional land surveying services on the US 79 Improvement Project. The time allotted for the right-of-way surveying and document production is an estimate only and is based on previous projects of similar nature. A more accurate estimate of time requirements for this portion of the project can only be devised after a significant portion of the work is performed. Please refer to Exhibit B for Scope of Services to be performed.

#### Item II. Right of Entry

1-1/2 months

#### Item III. Project Control

A.	Aerial Mapping Control	1 month
B.	Horizontal Control	1 month
C.	Vertical Control	1 month

#### Item IV. Topographic/Design Surveys

A. – E. 5 months

#### Item V. Right-of-Way Surveys

A. – B.	Records Search	2 months
C.	Field Surveys	8 months
D.	Boundary Analysis	3 months
E.	Preparation of Documents	14 months (after engineering input)

Total survey services for this project are estimated to take 18-22 months.

Contract No. \_\_\_\_\_  
Inland Civil Associates, L.L.C.

**EXHIBIT "D"**  
**FEE SCHEDULE**

The following is an estimated lump sum fee schedule for professional land surveying services to be performed by Inland Civil Associates, L.L.C. for the U.S. 79 Improvement Project for the Williamson County Road Bond Program as sub-consultant to Carter & Burgess, Inc.:

Please reference Exhibit B and Exhibit B, Part 2 for item descriptions.

**Items I – IV. - Design and Topographic Surveying**

**Lump sum fee:                   \$159,056.00**

**Item V. - Right-of-Way Surveying (CR 110 to Loop 427 only)**

**Lump sum fee:                   \$366,700.00**

**TOTAL LUMP SUM FEES:       \$525,756.00**

Contract No. \_\_\_\_\_

**ATTACHMENT A**  
**WORK AUTHORIZATION NO. 1**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Agreement entered into by and between Carter & Burgess, Inc. (the "Engineer") and Aerial Data Service, Inc. (the "Subcontractor").

**PART 1.** The Subcontractor will perform the following engineering services:

See Exhibit B

**PART 2.** The maximum amount payable for services under this Work Authorization without modification is a lump sum \$74,938.12.

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

**PART 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate by April 2003, unless extended by a Supplemental Work Authorization.

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

**PART 6.** This Work Authorization is hereby accepted and acknowledged below.

**SUBCONTRACTOR**Aerial Data Service, Inc.By: *Lyn Henry*

Signature

Lyn Henry

Typed or Printed Name

Vice President

Title

March 13, 2001

Date

**ENGINEER**Carter & Burgess, Inc.By: *A. Henry Pearson*

Signature

A. Henry Pearson

Typed or Printed Name

Vice President

Title

3-19-01

Date

**LIST OF EXHIBITS**

- Exhibit A - Services to be Provided by the Engineer
- Exhibit B - Services to be Provided by the Subcontractor
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

Contract No. \_\_\_\_\_  
Aerial Data Services

**EXHIBIT "A"**

**WORK AUTHORIZATION NO. 1**

**Services to be Provided by the Engineer**

The Engineer will provide horizontal and vertical control. The Engineer will stake and maintain panel points as indicated by subcontractor's panel layout.

## **Exhibit B**

### **Work Plan**

### **Digital Planimetric and Orthophoto Mapping**

### **US 79 from Hwy 110 East to**

### **Williamson County Line**

The following work plan describes the services to be provided for Carter & Burgess, Inc. in the county of Williamson, Texas, US 79 project, from Highway 110 east to the Williamson/Milam County Line for approximately 22 miles.

ADS shall provide all digital data in the format specified by Carter & Burgess, Inc. All data provided will be compatible with Carter & Burgess, Inc.'s computer hardware and software.

Photogrammetric services for both phases will include the following aspects:

- Obtain new aerial photography at 1,500' AMT and collect airborne GPS and inertial measuring information for digital mapping.
- Perform analytical aerotriangulation required for digital mapping.
- Perform 1"=50' scale digital mapping of a 500' wide strip along US 79 and deliver in Microstation format.
- Perform digital terrain model (DTM) mapping of a 500' wide strip along US 79 and provide in GeoPak format.
- Develop edited 1' contours from digital terrain model (DTM) mapping and deliver in Microstation format.
- Obtain additional photography at 9,000' AMT and collect airborne GPS and inertial measuring information for digital orthophotos for a relief study involving the cities of Hutto, Taylor and Thrall.
- Perform digital orthophoto's for the relief study digital elevation model (DEM) mapping for the creation of digital orthophotos.
- Perform digital orthophoto rectification for 1. 5' pixels for a two (2) mile wide corridor for the relief study.

## **TECHNICAL PLAN OF OPERATION**

### **1.0 Aerial Photography**

New black-and-white aerial photography will be obtained with a Zeiss RMK TOP 15 calibrated precision aerial mapping camera. The camera is equipped with forward motion compensation (FMC) and interfaces with a Trimble 4000SSE GPS receiver and an Applanix inertial position and orientation system. Aerial photography will be obtained at an altitude of approximately 1,500' AMT (above mean terrain) for digital mapping. The scale of photography will be approximately 1:3,000.

Additional, new black-and-white high altitude aerial photography will be obtained at an altitude of approximately 9,000' AMT for digital mapping for a relief study for the cities of Hutto, Taylor and Thrall.

Work Plan



## Work Plan

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**2.0 Ground Control**

Carter & Burgess, Inc shall provide control information required for the preparation of the proposed maps.

**3.0 Analytical Aerotriangulation**

Full analytical aerotriangulation is necessary to extend control throughout project photography for the development of digital orthophoto mapping.

Selection of photogrammetric points for control extension will be performed with strict adherence to rigid geometric and photogrammetric principles. Measurements will be made on Zeiss P-3 Planicomp analytical stereoplotters with digital superimposition and Z/I Imaging softcopy workstations running Photo-T software.

Several computer programs will be run to perform data analysis and data refinement tasks prior to obtaining final results. These computer programs allow us to detect, isolate, and evaluate the contribution of all measurements to the final results.

Following data analysis and refinement, ADS will perform a simultaneous least square block adjustment of all measurements to obtain the final results. The block adjustment combines the mathematical constraints of the colinearity equations with rigorous statistical analysis to ensure accurate results.

**4.0 Digital Data Collection For Planimetric Features**

Digital data will be collected at 1" = 50' scale for planimetric features that are identifiable on, or interpretable from the aerial photographs. Features to be collected for this scale planimetric mapping shall include the following; buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, sidewalks, individual trees, fire hydrants, manholes, and catch basins. Digital data will be collected for a 500' wide corridor along 22 miles of US 79. Digital planimetric data will be provided in MicroStation format.

Stereo compilation will be performed with Zeiss P-3 Planicomp, first order, fully analytical stereoplotters equipped with a digital mapping system (including superimposition for on-line completeness and checking data accuracy) and Z/I Imaging softcopy workstations. All stereo-compiled data will be collected directly from stereoplotters and/or workstations.

## Work Plan

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**5.0 Digital Terrain Model (DTM) Development**

All digital terrain model (DTM) files will be developed using Zeiss P-3 Planicomp analytical stereoplotters and Z/I Imaging softcopy workstations. DTM will be developed using the specified breakline random point method. Profile distances will be based on the elevation differential and complexity of terrain. Data points along the profiles are collected as the stereoplotter operator maintains a consistent reference to the ground surface. The points are collected as the delta elevation changes by a pre-specified amount, usually equivalent to the particular mapping scale, or at a distance equal to a pre-determined grid spacing.

DTM data will be collected in a manner that will accurately depict the terrain and will meet or exceed specified accuracy requirements for maps with 1' contour intervals. DTM data will be provided in GeoPak format compatible with Carter & Burgess, Inc.'s computer software. All files will be labeled and delivered on specified medium.

**6.0 Edited Digital Contours**

ADS will develop 1' contour intervals as specified above from DTM data. Contours will be generated using terrain-modeling software. A triangular irregular network (TIN) will be developed using both the collected breaklines and mass points. From this TIN, the contours will be determined and cartographic editing will be performed. Edited contours will be provided in Microstation format.

**7.0 Digital Orthophoto Development (Relief Route Studies)**

The following process will be used to produce digital orthophotos for a two (2) mile wide strip:

1. Diapositives are produced on high-resolution transparent film under "clean darkroom" conditions.
2. The diapositives are scanned using a calibrated photogrammetric scanner to produce digital image files.

Prior to orthophoto correction, the scanned images are checked on a workstation for completeness, cleanliness, and image quality. After quality is ascertained, ADS will complete the following steps using a rigorous "pixel-by-pixel" computation method.

3. Interior orientation is performed whereby calibrated image fiducial marks are measured to establish a photo coordinate system.
4. Exterior orientation is performed, whereby coordinates and angles representing camera position and attitude (exterior orientation) are determined by aerotriangulation. The exterior orientation facilitates transforming the photo coordinates to ground coordinates.

Work Plan  
Page -4-

5. Differential rectification is performed using an algorithm (that utilizes an elevation model in conjunction with the exterior orientation to correct displacement of ground features) to resample the image producing a geo-referenced orthophoto.
6. Each digital orthophoto image is checked for accuracy on a workstation.
7. For the relief study, ADS will deliver digital image data in a format compatible with Carter & Burgess, Inc.'s computer system. Orthophoto image files will be geographically referenced and delivered in format, ready to be displayed. The output pixel size will be 1.5', as specified by Carter & Burgess, Inc.

## **8.0 Schedule**

Schedule to be determined by mutual agreement.

## **9.0 Items To Be Delivered**

Aerial Photography:

1. One (1) set of contact prints.

Digital Mapping Data:

1. Digital planimetric data in Microstation format.
2. Digital terrain model (DTM) data in GeoPak format.
3. Edited 1' contours in Microstation format.

Digital Orthophotos:

1. Digital orthophotos with 1.5' pixels in specified format on CD-ROM.

*Exhibit C*  
Work Schedule  
Aerial Data Service, Inc.

- Aerial Photography upon notice to proceed
- Digital mapping 60 days after receipt of ground control

**EXHIBIT D****AERIAL DATA SERVICE, INC.  
FEE SCHEDULE****PROJECT: U.S. 79 FROM HIGHWAY 110 EAST TO WILLIAMSON COUNTY LINE**

<b><u>DESCRIPTION</u></b>			<b><u>COST</u></b>	<b><u>TOTAL</u></b>
<b>AERIAL PHOTOGRAPHY 1:3,000 &amp; 1:9,600 SCALE</b>				
	<b>NO.</b>	<b>RATE</b>		
MOBILIZATION	1	\$275.63	\$275.63	
CROSS-COUNTRY	650	\$3.03	\$1,969.50	
FLT. LINE MILES	34	\$13.79	\$468.86	
TURN MILES		\$3.86	\$0.00	
EXPOSURES	160	\$6.62	\$1,059.20	
<b>TOTAL AERIAL PHOTOGRAPHY</b>				<b>\$3,773.19</b>
<b>ANALYTICAL AEROTRIANGULATION</b>				
	<b>HOURS</b>	<b>RATE</b>		
AEROTRIANGULATION	160	\$60.78	\$9,724.80	
<b>TOTAL ANALYTICAL AEROTRIANGULATION</b>				<b>\$9,724.80</b>
<b>DIGITAL MAPPING</b>				
	<b>HOURS</b>	<b>RATE</b>		
PROJECT MANAGER	4	\$169.87	\$679.48	
PILOT	8	\$90.26	\$722.08	
PHOTOGRAPHER	8	\$49.54	\$396.32	
PHOTOGRAMMETRIST	580	\$64.75	\$37,555.00	
CADD TECH	290	\$63.75	\$18,487.50	
DIGITAL ORTHO SPEC.	24	\$69.48	\$1,667.52	
LAB TECH	24	\$62.02	\$1,488.48	
SURVEYOR/RLS		\$84.07	\$0.00	
SURVEYOR TECH.		\$49.70	\$0.00	
<b>TOTAL DIGITAL MAPPING</b>				<b>\$60,996.38</b>
<b>MATERIALS</b>				
	<b>SQ.FT.</b>	<b>RATE</b>		
PHOTO PAPER	325	\$0.75	\$243.75	
PHOTO MYLAR	160	\$1.25	\$200.00	
DRAFTING FILM		\$0.80	\$0.00	
<b>TOTAL MATERIAL</b>				<b>\$443.75</b>
<b>PROJECT TOTAL</b>				<b>\$74,938.12</b>

Contract No. County Wide Safety/Mobility - W H M Transportation Engineering Consultants

### Checklist

#### Prior to Initiation of Work

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

#### Course of Work

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

**Notices (as applicable)**

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

**Documentation for Payment**

- ☒ Internal Revenue Form W-9
- ☐ Invoice for Services Rendered
  - ☐ Supporting Documentation
  - ☐ Report of Completion Percentage
- ☐ Invoice for Reimbursables
  - ☐ Proof of prior payment by Engineer of Reimbursables

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**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This Agreement is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and WHM Transportation Engineering Consultants, Inc. (*the "Engineer"*).

WHEREAS, *County* proposes to construct a series of transportation improvements at various locations throughout the County;

WHEREAS, *County* desires to obtain professional services for transportation engineering studies and design (*the "Project"*);

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

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

**Section I**  
**Employment of the Engineer**

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

**Section II**  
**Basic Services of the Engineer**

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

***Engineer's services.***

- B. ***Engineer*** shall not commence work until ***Engineer*** has been thoroughly briefed on the scope of the ***Project*** and has been notified in writing by the ***County Judge*** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
- C. ***County*** shall provide ***Engineer*** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular ***Project*** at no cost to ***Engineer***; however, any and all such information shall remain the property of ***County*** and shall be returned, if the ***County Judge*** so instructs ***Engineer***.
- D. ***Engineer*** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the ***Project***, including any Public Hearings, satisfactory to the ***County Judge*** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
  2. The following documents shall be used in the development of the ***Project***:
    - a. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:
      - i) The 1998 reprint of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways
      - ii) The September 31, 1998, Federal Highway Administration (FHWA) Mandate from the National Cooperative Highway Research Program (NCHRP), Report 350
    - b. Texas Department of Transportation Construction Manual
    - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 (English units)
    - d. National Environmental Policy Act (NEPA)
    - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
    - f. Americans with Disabilities Act (ADA) Regulations
    - g. U.S. Army Corps Regulations
    - h. Southern Building Code
    - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
    - j. National Electrical Code (most current version)
    - k. Williamson County Bond Program Standard Procedures Manual
    - l. TxDOT Bridge Division Foundation Manual

3. As part of the Scope of Services, *Engineer* shall submit its work products to *County* for review at regular intervals.
4. The detailed Scope of Services for the *Project* is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

**Section III  
Fee schedule**

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

**Section IV  
Period of Service**

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within N/A calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by

the circumstances, will be granted by the *County Judge*.

- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Engineer* may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.
- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party, and *County* may terminate this Agreement for reasons other than substantial failure by *Engineer* to perform by delivering a written Notice of Termination which shall take effect on the tenth day following receipt. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. *Engineer* shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of *Engineer* to perform, *County* may prosecute the work to completion by contract or otherwise and, in such a case, *Engineer* shall be liable for any additional costs incurred by *County*.
- F. *Engineer* specifically acknowledges that *County* will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining *County's* actual damages, *Engineer* agrees that One Hundred and No/100 Dollars (\$100.00) per day shall be retained by *County* from any amounts due *Engineer* for every day that *Engineer* does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by *County* is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be

taken into account in computing the number of days and the amount of liquidated damages.

- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

#### Section V Coordination with the County

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

#### Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product

submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.

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

## Section VII Revision to Work Product

*Engineer* shall make without expense to *County* such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of *County*, but after the approval of the work product any revisions, additions, or other modifications made at *County's* request which involve extra services and expenses to *Engineer* shall entitle *Engineer* to additional compensation for such extra services and expenses, provided however, that *Engineer* agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the *Engineer's* development of the work product, at any time, without additional compensation.

If it is necessary due to such error or omission by *Engineer* to revise the plans in order to make the *Project* constructable, *Engineer* shall do so without additional compensation. In the event of any dispute over the classification of *Engineer's* services as Basic or Additional Services under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

### Section VIII Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. *Engineer* shall indemnify, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of *Engineer* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *Engineer* shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar



circumstances.

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

#### Section IX Ownership of Documents

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

- C. *Engineer* will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and *County's* respective engineers and contractors, without the specific written consent of *Engineer*.

### Section X

#### Maintenance of and Right of Access to Records

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

**Section XI**  
**Miscellaneous**

- A. **Severability.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **Venue.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
  - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
  - (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.
- Engineer* further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the *Project* involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.
- E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ENGINEER: WHM Transportation Engineering Consultants, Inc.  
2717 Rio Grande Street  
Austin, Texas 78705

COUNTY: Williamson County (or successor)  
\_\_\_\_\_  
\_\_\_\_\_

with copy to: Honorable Gene Taylor (or successor)  
Williamson County Attorney  
\_\_\_\_\_  
\_\_\_\_\_

Attn: File No.

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

and to: Pena Swayze & Co., LLP  
303 East Main Street  
Round Rock, Texas 78664  
Attn: Mike Swayze

and to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or

transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the *County*, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the *County* a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.
- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

- N. ***Captions Not a Part Hereof.*** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that *Engineer* is a Texas Corporation, duly authorized to transact and do business in the State of Texas.
- Q. ***Acknowledgement.*** As a duly authorized representative of *Engineer*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Engineer* has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. ***Definition of Engineer.*** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

THE ENGINEER:

BY: Mike McInturff

Mike McInturff, P.E.  
President

WILLIAMSON COUNTY:

BY: John C. Daerflin

Williamson County Judge

Reviewed as to Form By:

\_\_\_\_\_  
County Attorney

Funds Verified By:

\_\_\_\_\_  
County Auditor

**EXHIBIT I****COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

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

**SECTION 1 - BASIS FOR COMPENSATION**

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$N/A.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

**SECTION 2 - NOT-TO-BE-EXCEEDED FEE**

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

**SECTION 3 - WORK AUTHORIZATIONS**

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



notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred.

Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

#### **SECTION 4 - ADDITIONAL SERVICES**

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$200,000, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

**SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION**

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

Contract No. \_\_\_\_\_

1 of 6 Pages

**ATTACHMENT A****WORK AUTHORIZATION NO. 1**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and WHM Transportation Engineering Consultants, Inc. (*the "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services:

1. Meet with County personnel to discuss scope of work, list of known problem locations with priorities, accident reports for past three years for each of the prioritized locations, and obtain available mapping, plans, traffic counts, studies and other information for each of the prioritized locations.
2. Review map of problem locations and prepare tabulation of locations by precinct.
3. Meet with other project consultants to review tabulation and assign locations.
4. Undertake field review at each project location to determine extent of apparent operational/safety problems, assess data collection needs, obtain photos, etc.
5. Prepare summary of locations with description of apparent operational/safety problems, schedule data collection, and assign implementation priorities based on field review, list of known problem locations from county, and accident information.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$24,800.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate 33 calendar days from receipt of authorized agreement, unless extended by a Supplemental Work Authorization.

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

Contract No. \_\_\_\_\_

2 of 6 Pages

## ATTACHMENT A (con't.)

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

## ENGINEER:

WHM Transportation Engineering Consultants, Inc

By: Mike McInturff  
SignatureMike McInturff, P.E.  
Printed NamePresident

Title

3/26/01

Date

## COUNTY:

Williamson County, Texas

By: John C. Doerflinger  
SignatureJohn C. Doerflinger  
Printed NameCounty Judge  
Title4-3-01  
Date

## LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

Contract No. \_\_\_\_\_

3 of 6 Pages

**EXHIBIT A**

**SERVICES TO BE PROVIDED BY COUNTY**

1. Meet with *Engineer* to discuss schedule and scope of work.
2. Provide list of known problem locations with priorities, if available.
3. Provide accident reports for past three years for each of the prioritized locations.
4. Provide available mapping, plans, traffic counts, studies or other information for each of the prioritized locations.

Contract No. \_\_\_\_\_

4 of 6 Pages

**EXHIBIT B**

**SERVICES TO BE PROVIDED BY ENGINEER**

1. Meet with County personnel to discuss scope of work, list of known problem locations with priorities, accident reports for past three years for each of the prioritized locations, and obtain available mapping, plans, traffic counts, studies and other information for each of the prioritized locations.
2. Review map of problem locations and prepare tabulation of locations by precinct.
3. Meet with other project consultants to review tabulation and assign locations.
4. Undertake field review at each project location to determine extent of apparent operational/safety problems, assess data collection needs, obtain photos, etc.
5. Prepare summary of locations with description of apparent operational/safety problems, schedule data collection, and assign implementation priorities based on field review, list of known problem locations from *County*, and accident information.

Contract No. \_\_\_\_\_

5 of 6 Pages

**EXHIBIT C**

**WORK SCHEDULE**

The *Engineer* shall complete the work authorization within 33 calendar days, commencing upon the issuance of a Notice to Proceed, and receipt of documents to be provided by the *County* as specified in Exhibit A.

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

Contract No. \_\_\_\_\_

6 of 6 Pages

**EXHIBIT D****FEE SCHEDULE**

The *Engineer* shall be paid for the performance of the services described in Exhibit B according to the fee schedule set forth below; provided, however, the total amount paid by the *County* to the *Engineer* under this work authorization shall not exceed \$24,800.

PERSONNEL			
	Rate	Hours	Estimated Cost
Principal Engineer	\$120.00	194	\$23,280.00
Engineer	85.00	14	1,190.00
Engineering Associate II	75.00		
Engineering Associate I	60.00		
CAD Technician	50.00		
Technician II	40.00		
Clerical	30.00		
Total Not-to-Exceed			<u>\$24,470.00</u>

**REIMBURSABLE EXPENSES**

Reimbursable Expenses are paid in addition to the fee compensation and actual expenditures made by the Engineer in the interests of the Work Authorization for the following expenses:

(i)	Mileage Reimbursement	\$280.00
(ii)	Materials / Printing	50.00

Unless this Work Authorization has been amended accordingly, at no time shall payments made for each of the following categories of reimbursable expenses exceed the limit as set forth:

Total Not-to-Exceed **\$330.00**

Total Work Authorization Not-to-Exceed  
(Including labor and reimbursables) **\$24,800.00**



Contract No. \_\_\_\_\_

1 of 6 Pages

**ATTACHMENT A****WORK AUTHORIZATION NO. 2**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and WHM Transportation Engineering Consultants, Inc. (*the "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services:

1. Meet with *County* to discuss schedule and scope of work.
2. Conduct field review to note existing conditions.
3. Prepare left turn lane and traffic signal plans, specifications and estimate in accordance with *County* requirements.
4. Coordinate work of subcontractor, Huggins/Seiler & Associates, LP, who will provide pavement and drainage design and surveying.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$61,025.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate 80 calendar days from receipt of authorized agreement, unless extended by a Supplemental Work Authorization.

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

Contract No. \_\_\_\_\_

2 of 6 Pages

## ATTACHMENT A (con't.)

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

ENGINEER:  
WHM Transportation Engineering Consultants, IncCOUNTY:  
Williamson County, TexasBy: Mike McInturff  
SignatureBy: John C. Doerfler  
SignatureMike McInturff, P.E.  
Printed NameJohn C. Doerfler  
Printed NamePresident  
TitleCounty Judge  
Title3/26/01  
Date4-3-01  
Date

## LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

Contract No. \_\_\_\_\_

3 of 6 Pages

**EXHIBIT A**

**SERVICES TO BE PROVIDED BY COUNTY**

1. Meet with *Engineer* to discuss schedule and scope of work.
2. Provide hard copy and electronic files of existing intersection layout, including topographic information and utilities.
3. Provide standard specifications and detail sheets for pavement marking and signing, mast arm pole, pull box, controller and pole foundations, conduit, loop detectors, and any other required equipment. If none are provided, TxDOT specifications will be used.
4. Provide standard specifications and detail sheets for pavement and drainage facilities, and any other required construction. If none are provided, TxDOT specifications will be used.

Contract No. \_\_\_\_\_

4 of 6 Pages

**EXHIBIT B**

**SERVICES TO BE PROVIDED BY ENGINEER**

1. Meet with *County* to discuss schedule and scope of work.
2. Conduct field review to note existing conditions.
3. Prepare left turn lane and traffic signal plans, specifications and estimate in accordance with *County* requirements.
4. Coordinate work of subcontractor, Huggins/Seiler & Associates, LP, who will provide pavement and drainage design and surveying.

Contract No. \_\_\_\_\_

5 of 6 Pages

**EXHIBIT C**

**WORK SCHEDULE**

The *Engineer* shall complete the work authorization within 80 calendar days, commencing upon the issuance of a Notice to Proceed, and receipt of documents to be provided by the *County* as specified in Exhibit A.

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

Contract No. \_\_\_\_\_

6 of 6 Pages

**EXHIBIT D****FEE SCHEDULE**

The *Engineer* shall be paid for the performance of the services described in Exhibit B according to the fee schedule set forth below; provided, however, the total amount paid by the *County* to the *Engineer* under this work authorization shall not exceed \$61,025.

**PERSONNEL**

	Rate	Hours	Estimated Cost
Principal Engineer	\$120.00	30	\$3,600.00
Engineer	85.00	45	3,825.00
Engineering Associate II	75.00		
Engineering Associate I	60.00		
CAD Technician	50.00	40	2,000.00
Technician II	40.00		
Clerical	30.00	10	300.00
<b>Personnel Subtotal Not-to-Exceed</b>			<b>\$9,725.00</b>

**REIMBURSABLE EXPENSES**

Reimbursable Expenses are paid in addition to the fee compensation and actual expenditures made by the Engineer in the interests of the Work Authorization for the following expenses:

(i) Mileage Reimbursement	\$ 31.00
(ii) Materials	200.00
(iii) Printing	100.00

Unless this Work Authorization has been amended accordingly, at no time shall payments made for each of the following categories of reimbursable expenses exceed the limit as set forth:

<b>Reimbursable Expenses Subtotal Not-to-Exceed</b>	<b>\$331.00</b>
---	-----------------

**SUBCONTRACT**

<b>Huggins/Seiler &amp; Associates, LP</b>	<b>\$50,969.00</b>
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<b>Total Work Authorization Not-to-Exceed (Including labor, reimbursables and subcontractor)</b>	<b>\$61,025.00</b>
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**EXHIBIT II****HOURLY RATES**

Principal, C. Michael Walton, Ph.D., P.E.	\$200.00
Principal, Randy B. Machemehl, Ph.D., P.E.	\$140.00
Principal, Mike McInturff, M.Eng., P.E.	\$120.00
Senior Engineer	\$90.00
Engineer III	\$85.00
Engineer II	\$80.00
Engineer I	\$75.00
Engineering Associate V	\$75.00
Engineering Associate IV	\$70.00
Engineering Associate III	\$60.00
Engineering Associate II	\$55.00
Engineering Associate I	\$50.00
Engineering Assistant	\$45.00
CADD Technician/Technical Illustrator	\$50.00
Engineering Technician III	\$45.00
Engineering Technician II	\$40.00
Engineering Technician I	\$30.00
Administrative Associate	\$40.00
Clerical	\$30.00
Expert Witness Testimony	\$240.00
Traffic Counts (Tube - 24 hrs)	\$200.00 each
Traffic Counts (Lane Counter/Classifier)	\$100.00 each

**EXHIBIT III****COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

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



**EXHIBIT IV****PRODUCTION SCHEDULE**

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

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

**EXHIBIT V**

**PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

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

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

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

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

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

**EXHIBIT VI****EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. ***Engineer*** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ***Engineer*** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. ***Engineer*** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. ***Engineer*** will, in all solicitations or advertisements for employees placed by or on behalf of ***Engineer***, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. ***Engineer*** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of ***Engineer's*** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. ***Engineer*** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. ***Engineer*** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of ***Engineer's*** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and ***Engineer*** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

**EXHIBIT VII****INSURANCE REQUIREMENTS**

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$N/A per occurrence and \$2,000,000 in the aggregate. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

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

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

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

**APPENDIX A**

**SCOPE OF SERVICES**

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

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

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



## **APPENDIX B**

### **CONTRACTOR'S QUALIFICATIONS STATEMENT**

WHM Transportation Engineering Consultants, Inc. was established in 1985 and has significant experience in the application of analytical methods to develop innovative solutions to a variety of both traditional and nontraditional transportation engineering problems. Areas of expertise include: traffic volume forecasting and modeling, traffic impact analysis, traffic evaluation and projection, safety, parking, traffic control devices, transportation signage and signalization, geometric design, regional transportation modeling, operational analysis, expert testimony, Intelligent Transportation Systems (ITS), and freight logistics particularly in commercial vehicle operations (CVO).

The firm's professionals have demonstrated their expertise in the use of rigorous analytical tools to address a variety of technical issues, adapting several computer-based programs and models to provide solutions to mobility problems. The staff of WHM is dedicated to a philosophy of technical excellence and client satisfaction in offering to both the public and private sectors a broad range of professional transportation engineering services. Drs. C. Michael Walton and Randy B. Machemehl, senior partners at WHM, are nationally recognized researchers and academicians who have blended advanced technological and methodological concepts with professional practice. Mr. Mike McInturff holds a Masters degree in Civil Engineering and has had 26 years of professional experience with the City of Austin and the City of Pasadena as well another consulting engineering firm as a Transportation Engineer. The principals are registered professional engineers in the State of Texas and are active in numerous professional organizations. The professional staff all has advanced degrees which reflect the demand for a higher level of expertise in analytical techniques and knowledge.

Form **W-9**

(Rev. December 2000)

Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**Give form to the  
requester. Do not  
send to the IRS.

Please print or type

Name (See Specific Instructions on page 2.)

W.H.M. Transportation Engineering Consultants Inc.

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box:

☐ Individual/Sole proprietor☒ Corporation☐ Partnership☐ Other ▶

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

2717 Rio Grande

City, state, and ZIP code

Austin, Texas 78705

Requestor's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

| | + | + | | |

or

Employer identification number

74123811217

List account number(s) here (optional)

**Part II For U.S. Payees Exempt From Backup Withholding** (See the instructions on page 2.)**Part III Certification**

Under penalties of perjury, I certify that:

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

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

Sign  
HereSignature of  
U.S. person ▶Mike Mc Antuff

Date ▶

3/26/01**Purpose of Form**

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

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

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

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

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

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

**Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.


<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		POLICY ID CP WHMTR-1	DATE (MM/DD/YY) 03/08/01
<b>PRODUCER</b> USAA General Agency 65-811871-AP-OC-XSN-CLS P O BOX 33015 SAN ANTONIO TX 78265-3015 Phone: 888-242-1430 Fax: 210-732-3593		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b>  W.H.M Transportation/100626473 Engineering Consultants, Inc. 2717 Rio Grande Austin TX 78705		<b>INSURERS AFFORDING COVERAGE</b>	
		INSURER A: <b>Hartford Lloyd's Insurance Co</b>	
		INSURER B: <b>Hartford Underwriters Ins Co</b>	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

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

INSUR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	65SBAKP7465	10/28/00	10/28/01	EACH OCCURRENCE \$ <b>2000000</b>
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>				FIRE DAMAGE (Any one fire) \$ <b>300000</b>
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ <b>10000</b>
					PERSONAL & ADV INJURY \$ <b>2000000</b>
					GENERAL AGGREGATE \$ <b>4000000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ <b>EXCLUDED</b>
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
A	<b>AUTOMOBILE LIABILITY</b>	65SBAKP7465	10/28/00	10/28/01	COMBINED SINGLE LIMIT (Ea accident) \$ <b>2000000</b>
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	<b>EXCESS LIABILITY</b>	65SBAKP7465	10/28/00	10/28/01	EACH OCCURRENCE \$ <b>1000000</b>
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ <b>1000000</b>
	DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>				\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	65WECQ9080 OFFICERS ARE EXCLUDED	10/28/00	10/28/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ <b>1000000</b>				
	E.L. DISEASE - EA EMPLOYEE \$ <b>1000000</b>				
	E.L. DISEASE - POLICY LIMIT \$ <b>1000000</b>				
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Certificate holder is named additional insured as their interest may appear.  
 \*Except for 10 day non-payment. Any questions call 1-888-242-1430.

<b>CERTIFICATE HOLDER</b>  PRIME70  Prime Strategies, Inc. Attn: Michael Weaver 1598 S. Lamar Blvd Austin TX 78704	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>*30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
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SAGIFAX 3/14/01 11:20AM USAA GENERAL AGENCY INC. 1/3/01

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PAGE 1

**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE(MM/DD/YY)  
03/14/01

<b>PRODUCER</b> USAA General Agency COMMERCIAL BROK/SPCL RISK 9800 Fredericksburg Rd. San Antonio, TX 78284-9836	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  <b>INSURERS AFFORDING COVERAGE</b>
<b>INSURED</b> W H M TRANSPORTATION ENGINEERING 2717 RIO GRANDE STREET AUSTIN, TX 78705	<b>INSURER A:</b> The Hartford <b>INSURER B:</b> Hartford Underwriters Insurance Co <b>INSURER C:</b> WESTPORT INSURANCE CORPORATION <b>INSURER D:</b> <b>INSURER E:</b>

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	65SBAKP7465	10/28/00	10/28/01	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS -COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ex accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WECDQ9080	10/28/00	10/28/01	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
C	OTHER Architect & Engineers Professional Liab	AEPL1011010	12/13/99	12/13/02	\$1,000,000 per claim \$1,000,000 aggregate

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

<b>CERTIFICATE HOLDER</b> WILLIAMSON COUNTY COURT HOUSE C/O JUDGE JOHN C DOERFLER 710 MAIN ST GEORGETOWN, TX 78626	<b>ADDITIONAL INSURED; INSURER LETTER</b>  <b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Armand F. Manha</i>
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Contract No. Lakeview Blvd Extension - Carter & Burgess, Inc

### Checklist

#### Prior to Initiation of Work

- ☒ Signed and Executed Agreement
- ☒ Scope of Services – Appendix A
  - ☒ Exhibit A – Services to be provided by County
  - ☒ Exhibit B – Services to be provided by Engineer
  - ☒ Exhibit C – Work Schedule
  - ☒ Exhibit D – Fee Schedule
- ☒ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Engineer – Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I
  - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Engineer by County
  - ☐ Plans
  - ☐ Maps
  - ☐ Studies
  - ☐ Reports
  - ☐ Field Notes
  - ☐ Statistics
  - ☐ Computations
  - ☐ Other: \_\_\_\_\_
- ☐ Contractors Qualification Statement – Appendix B - (pre-qualified)
- ☐ Insurance
  - ☒ Worker's Compensation
  - ☒ Commercial General Liability Insurance *Provided as part of SH 79 contract*
  - ☒ Automobile Liability Insurance
  - ☒ Professional Liability Errors and Omissions Insurance
  - ☐ Self Insurance Documentation
  - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
  - ☐ Approval of Insurance by County

#### Course of Work

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

#### Notices (as applicable)

Contract No. Lah-lin Blvd

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

**Documentation for Payment**

- ☒ Internal Revenue Form W-9 - currently doing work for Williamson County
- ☐ Invoice for Services Rendered
  - ☐ Supporting Documentation
  - ☐ Report of Completion Percentage
- ☐ Invoice for Reimbursables
  - ☐ Proof of prior payment by Engineer of Reimbursables

Contract No. \_\_\_\_\_  
Carter & Burgess, Inc.

### PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This Agreement is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Carter & Burgess, Inc. (*the "Engineer"*).

WHEREAS, *County* desires to obtain professional services for Lakeline Blvd. from Lyndhurst Street to Parmer Lane (FM 734) (*the "Project"*);

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

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

#### **Section I Employment of the Engineer**

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

#### **Section II Basic Services of the Engineer**

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Judge*. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.
- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

Contract No. \_\_\_\_\_  
Carter & Burgess, Inc.

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
  2. The following documents shall be used in the development of the **Project**:
    - a. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:
      - i) The 1998 reprint of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways
      - ii) The September 31, 1998, Federal Highway Administration (FHWA) Mandate from the National Cooperative Highway Research Program (NCHRP), Report 350
    - b. Texas Department of Transportation Construction Manual
    - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 (English units)
    - d. National Environmental Policy Act (NEPA)
    - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
    - f. Americans with Disabilities Act (ADA) Regulations
    - g. U.S. Army Corps Regulations
    - h. Southern Building Code
    - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
    - j. National Electrical Code (most current version)
    - k. Williamson County Bond Program Standard Procedures Manual
    - l. TxDOT Bridge Division Foundation Manual
  3. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
  4. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.



Contract No. \_\_\_\_\_  
Carter & Burgess, Inc.

### Section III Fee Schedule

- A. For and in consideration of the performance by *Engineer* of the work described in the Scope of Services, *County* shall pay and *Engineer* shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof.
- B. For the performance of services not specifically described in the Scope of Services *Engineer* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Engineer's* services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on *Engineer*.

### Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 300 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof.

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

#### Section V Coordination with the County

- A. The *County Judge* will act on behalf of *County* with respect to the work to be performed under this Agreement. The *County Judge* shall have complete authority to interpret and define *County's* policies and decisions with respect to *Engineer's* services. The *County Judge* may designate representatives to transmit instructions and receive information.
- B. *Engineer* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Judge* in substantially the form of Attachment A to Exhibit I.

- C. *Engineer* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. *Engineer* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Engineer's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Engineer* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County Judge*.

#### Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items have been included in the engineering work products in compliance with the requirements of this Agreement.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

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- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*.

#### Section VII Revision to Work Product

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

#### Section VIII Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.

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- D. *Engineer* shall indemnify, defend, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, attorney's fees, costs, and expenses of any kind whatsoever, arising in whole or in part from any negligent act, error or omission of *Engineer* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *Engineer* shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* best judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, as determined by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* personnel and that the *Engineer* shall submit written notification of all staffing changes monthly for *County's* and/or *County Judge's* approval prior to the implementation of such changes.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of *Engineer* shall be classified as an employee of *County*.

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### Section IX Ownership of Documents

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

### Section X Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* 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 *Engineer* reasonable advance notice of intended audits.
- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to

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examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.

- D. *Engineer* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *Engineer* for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

### Section XI Miscellaneous

- A. **Severability.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **Venue.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
1. Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
  2. Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
  3. Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: Carter & Burgess, Inc.  
901 S MoPac Expwy, Bldg V, Ste 200  
Austin, Texas 78746  
Attn: Bill Caffey, P.E.

COUNTY: Williamson County (or successor)  
\_\_\_\_\_  
\_\_\_\_\_

with copy to: Honorable Gene Taylor (or successor)  
Williamson County Attorney  
\_\_\_\_\_  
Attn: File No.

and to: Prime Strategies, Inc.  
1598 South Lamar Blvd.  
Austin, Texas 78704  
Attn: Michael Weaver

and to: Pena Swayze & Co., LLP  
303 East Main Street  
Round Rock, Texas 78664  
Attn: Mike Swayze

and to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- F. **Insurance Requirements.** **Engineer** agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent **County** becomes aware that **Engineer** is delinquent in the payment of property taxes related to



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property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.

- H. ***Successors and Assigns.*** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. ***Taxpayer Identification.*** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. ***Compliance with Laws.*** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. ***Reports of Accidents.*** Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.
- M. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO

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SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

- N. **Captions Not a Part Hereof.** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that **Engineer** is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.
- Q. **Acknowledgement.** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. **Definition of Engineer.** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

Contract No. \_\_\_\_\_  
Carter & Burgess, Inc.

EXECUTED this \_\_\_\_\_ day \_\_\_\_\_ of 2001.

THE ENGINEER:

BY: \_\_\_\_\_

*F. Clifton Davis*

F. Clifton Davis, P.E.

Typed or Printed Name

Sr. Vice President

Title

WILLIAMSON COUNTY:

BY: \_\_\_\_\_

*John C. Deentler*

John C. Deentler

Typed or Printed Name

Williamson County Judge

Title

Reviewed as to Form By: \_\_\_\_\_

County Attorney

Funds Verified By: \_\_\_\_\_

County Auditor

Contract No. \_\_\_\_\_  
Carter & Burgess, Inc.

## EXHIBIT I

### COMPENSATION FOR PROFESSIONAL SERVICES

#### ACTUAL COST OF SERVICES METHOD

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

#### SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 339,600.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

#### SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

#### SECTION 3 - WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in

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completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

#### **SECTION 4 - ADDITIONAL SERVICES**

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$ 339,600.00 provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

#### **SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION**

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

Contract No. \_\_\_\_\_  
Lakeline Blvd. Extension

**ATTACHMENT A**

**WORK AUTHORIZATION NO. 1**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Carter & Burgess, Inc. (the "Engineer").

**Part 1.** The *Engineer* will provide the following engineering services:

See Exhibit "B"

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$ 339,600.00.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on March 30, 2003 unless extended by a Supplemental Work Authorization.

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

**Contract No.** \_\_\_\_\_  
**Lakeline Blvd. Extension**

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

**ENGINEER:**

Carter & Burgess, Inc.

By: L. Afton Davis  
Signature

F. Clifton Davis, P.E.  
Printed Name

Sr. Vice President  
Title

Date \_\_\_\_\_

**COUNTY:**

Williamson County, Texas

By: John C. Overlin  
Signature

John C. Doerfler  
Printed Name

County Judge  
Title

4-3-01  
Date

## LIST OF EXHIBITS

- Exhibit A - Services to be Provided by County**  
**Exhibit B - Services to be Provided by Engineer**  
**Exhibit C - Work Schedule**  
**Exhibit D - Fee Schedule**



Contract No. \_\_\_\_\_  
**Lakeline Blvd. Extension**

## **EXHIBIT "A"**

### **Work Authorization No. 1**

#### **Services to be Provided by the County**

The following "Project Scope of Work" will be used as the basis for the preparation of construction plans for the Lakeline Boulevard extension. These will consist of approximately 5,600' of four (4) lanes divided curb and gutter road within a maximum 120' of Right-of-Way (ROW), the design of an at-grade crossing of the Capital Metro railroad, FEMA coordination for the Davis Springs Creek and associated drainage structures, and the necessary drainage and water quality facilities as requirement by TNRCC and the City of Austin, for the proposed **Lakeline Boulevard** extension. The design will extend Lakeline Boulevard from Lyndhurst Street to FM 734 (Parmer Lane) at Neenah Drive. Coordination with the Texas Department of Transportation will be required to obtain approval of the FM 734 intersection.

The plans will include route and design studies to obtain the proposed alignment to be approved by Williamson County and the City of Austin, and construction plans for final design. The following scope provides information regarding anticipated project parameters, preliminary engineering, preparation of the environmental document, preparation of construction plans, additional services to be provided by the client and other miscellaneous information.

In general, the Williamson County and its representatives to their best efforts will render services as follows:

1.
  - a. Provide established preliminary alignment and construction plans (when available) of the proposed extension of Lakeline Boulevard to Lyndhurst Street.
  - b. Provide available criteria and full information as to the client's requirements for the project.
  - c. Assist the engineer by placing at his disposal all available written data pertinent to previous operations, reports and any other data (including previous hydraulic studies and models) affecting the project
  - d. Respond promptly in writing to requests by the engineer for authorization to proceed with specific activities deemed desirable.
  - e. Examine documents submitted by the engineer and render decisions pertaining thereto, promptly, to avoid unreasonable delay in the progress of the engineer's services.
  - f. Furnish information required of him as expeditiously as necessary for the orderly progress of the work. This information will include any available horizontal control points and benchmark elevations and descriptions.
  - g. Pay all reviewing agency fees promptly including review, inspection, and recording fees.
  - h. Acquire any off-site easements required for project.
  - i. Publish the legal notice for the public meeting and prepare a press release for the public meeting.
2. Williamson County will prepare the environmental documentation necessary to obtain the required approvals from the applicable local, state and federal agencies. Depending on the project impacts, the list of potential agencies are the City of Austin, U.S. Fish and Wildlife Service, Texas Natural Resource Conservation Commission, U.S. Corps of Engineers and Texas Historical Commission.

Williamson County will perform field surveys to assess project impacts for the following areas:

- a. Threatened and Endangered Species
  - b. Wetlands
  - c. Cultural Resources
  - d. Edwards Aquifer Recharge Zone
  - e. City of Austin Watershed Plan
3. The engineer shall be entitled to rely upon the client's representative, who shall be identified in writing, regarding decisions to be made by client; further, all notices or information shall be deemed made when conveyed to the representative.
  4. The services, information, and reports required by Paragraph 1 (a) through (i) inclusive shall be furnished at the client's expense, and the engineer shall be entitled to rely upon the accuracy and completeness thereof.
  5. Arrange for access to and make provisions for engineer to enter upon public and private property as required for engineer to perform services hereunder.

Contract No. \_\_\_\_\_  
Lakeline Blvd. Extension

## EXHIBIT "B"

### Work Authorization No. 1

#### Services to be Provided by the Engineer

The following "Project Scope of Work" will be used as the basis for the preparation of construction plans for the Lakeline Boulevard extension. These will consist of approximately 6,000' of four (4) lanes divided curb and gutter road within a usual 120' of Right-of-Way (ROW), the design of an at-grade crossing of the Capital Metro railroad, FEMA coordination for the Davis Springs Creek and associated drainage structures, and the necessary drainage and water quality facilities as requirement by TNRCC and the City of Austin, and environmental documentation for the proposed Lakeline Boulevard extension. The design will extend Lakeline Boulevard from Lyndhurst Street to FM 734 (Parmer Lane) at Neenah Drive. Coordination with the Texas Department of Transportation will be required to obtain approval of the FM 734 intersection.

The plans will include route and design studies to obtain the proposed alignment to be approved by Williamson County and the City of Austin, environmental documentation and construction plans for final design. The following scope provides information regarding anticipated project parameters, preliminary engineering, preparation of the environmental document, preparation of construction plans, additional services to be provided by the client and other miscellaneous information. The engineer will use standards, specifications, and details from TxDOT to the greatest extent possible. Any special features required by the City of Austin will reflect the City's specifications and standards.

#### FUNCTION CODE 110 (ROUTE AND DESIGN STUDIES)

The following assumptions pertain to the services to be performed and form the basis of this scope of work:

- a. PROJECT is located in the City of Austin and Williamson County. Williamson County is the client.
- b. PROJECT will consist of preparation of construction plans for the proposed approximately 5,600' roadway, the associated drainage for the extension of Lakeline Boulevard. The schematic design will be approved by Williamson County and the City of Austin prior to beginning the preparation of construction plans. Final construction plans will be prepared in accordance with the alignment defined in the schematic design.
- c. The schematic design and construction documents will be prepared and processed in accordance with the rules and regulations of Williamson County, the City of Austin, Texas Natural Resource Conservation Commission, TxDOT and other regulatory agencies.
- d. A topographic/tree survey will be required for areas within the limits of the proposed alignment.
- e. Additional storm water detention facilities for the roadway improvements may also be required.
- f. The preliminary extent of any floodplain on the PROJECT site will be identified by the Federal Emergency Management Agency, flood insurance rate maps for the City of Austin, Texas. Any work necessary to modify flood plains will be additional services.
- g. Variances will be identified based on the schematic design and any changes to the scope or modifications requested by the owner, which require variances, will be additional services.
- h. Right of entry will be required on four parcels prior to initiation of surveying.

**SCHEMATIC DESIGN**

The schematic design will identify the final alignment of Lakeline Boulevard, the configuration of the railroad crossing, the drainage systems and proposed right-of-way. The schematic design will be coordinated with Williamson County, the City of Austin, TxDOT and others. The schematic design phase services consist of those engineering and surveying services required to prepare and process a schematic design in accordance with the Williamson County and City of Austin requirements. The services to be provided by the ENGINEER are as follows:

- a. Review all available studies, reports, plans, drawings, and other documents that are applicable as background information to be used in this contract.
- b. Develop Roadway Design Criteria
- c. Review of the proposed alignment of the Lakeline Boulevard extension to Lyndhurst Street.
- d. Review traffic volumes and traffic design volumes for the Stone Hedge Development. Develop traffic projections for the Project.
- e. Review existing water, wastewater and drainage systems, proposed roadway improvements and other proposed developments abutting or adjacent to proposed corridor.
- f. Prepare erosion/sedimentation control plan. Assist CLIENT in locating spoils site(s).

The schematic design will include:

- 1) Preliminary Horizontal Alignment
- 2) Preliminary Vertical Alignment
- 3) Typical Sections
- 4) Preliminary Hydraulic Studies
- 5) Proposed Drainage Structures
- 6) Existing Right-of-Way (ROW)
- 7) Proposed ROW w/Address and Ownership
- 8) Major Utilities
- 9) Proposed Bridge Locations
- 10) Preliminary Cost Estimate

**FUNCTION CODE 120 (ENVIRONMENTAL DOCUMENT AND PUBLIC INVOLVEMENT)**

The engineer will prepare one environmental document that addresses all of the above cited issues for submission to the various resources agencies. The engineer will provide eight (8) copies and one unbound original suitable for reproduction.

The engineer will assist the county in conducting one public meeting for the project. The engineer will arrange for the meeting location, prepare the legal notice, prepare exhibits and provide three knowledgeable staff members to attend the meeting. The engineer will prepare a public meeting summary report that will contain the list of attendees, outlines or text of the presentations, a summary of comments received and photographs of exhibits.

**FUNCTION CODE 130 (SURVEYING SERVICES)**

The Surveying Services includes those services required to establish horizontal and vertical survey control, perform right-of-way surveying and mapping, survey monumentation, and perform an engineering design survey. The services to be provided by the ENGINEER are as follows:

**A. Survey Control**

1. Establish horizontal and vertical survey control for the length of the project with a minimum spacing of 1,000', one time only.

**B. Right-of-Way Surveying and Mapping**

1. Prepare a preliminary base map based on record information to include highway right-of-way maps, tax maps, plats, deeds, topographic maps, and other available information.
2. Prepare right-of-way and/or easement legal descriptions for attachments as exhibits to describe right-of-way and/or easements to be acquired.
3. Prepare CLIENT provided boiler plate type right-of-way and/or easement document suitable for recordation of acquired right-of-way and/or easement(s).
4. Set final right-of-way monuments, one time only.

**C. Design Surveys**

1. Field survey the final alignment, including adequate topographic cross sections, including 8" diameter and larger hardwood tree locations, for profiling the proposed roadway width, attendant utilities and landscaping.
2. Provide reference to vertical datum source and benchmark location, description, and elevation.
3. Provide location, size, elevation of any existing drainage feature or structure and direction of flow.
4. Provide location size, depth and direction of flow of water, wastewater, storm sewer, and culverts.
5. Indicate approximate locations for all utilities.

**D. Line and Grade for Construction Staking**

1. Provide general line and grade staking control for use by contractor to provide construction layout. This staking will include intervisible points spaced at a minimum of 500' with data to include northing, easting and elevation, one time only.

**FUNCTION CODE 140 (R-O-W NEGOTIATIONS)**

The R-O-W Negotiation Services include those engineering services to assist in contacting property owners and obtaining permission to survey, perform geotechnical testing and environmental surveys. This task will also include meetings with property owners and CLIENT representatives. The services to be provided by the ENGINEER are as follows:

**A. R-O-W Negotiations**

1. Obtain right of entry for all necessary surveying, testing and environmental surveys.
2. Assist CLIENT personnel in meeting with Property Owners.

**FUNCTION CODE 160 (ROADWAY DESIGN)**

The Roadway Design Services will include the final lines and grade of the horizontal and vertical alignments of the proposed Lakeline Boulevard extension. This will include any refinements required from the schematic design alignments. We will incorporate the proposed water and wastewater lines and any other utilities planned for the Stone Hedge development and the proposed storm sewer lines to eliminate conflicts and generate design cross sections for to generate earthwork quantities.

**FUNCTION CODE 161 (HYDRAULIC DESIGN)**

The Hydraulic Design Services will include all studies and documentation required for the various regulating authorities, including FEMA, the US Army Corps of Engineers, TNRCC, and the City of Austin. This includes assessing the impact, if any, to Davis Springs and preparation of the WPAP for submission to TNRCC for approval.

The Drainage sheets for the construction plans will include:

- 1) Drainage Area Maps
- 2) Hydraulic Computations
- 3) Storm Drain Plan/Profile Sheets
- 4) Culvert Layouts
- 5) Water Quality / Detention Plans
- 6) Storm Water Pollution Prevention Plan
- 7) Required Standards for the Proposed Improvements

#### **FUNCTION CODE 162 (SIGNING, MARKINGS, AND SIGNALIZATION)**

The signing, markings and signalization plans will include the necessary details for the construction of the proposed signals, signs, and pavement markings for construction. No traffic signals are anticipated for the project.

#### **FUNCTION CODE 163 (MISCELLANEOUS ROADWAY PLANS)**

Miscellaneous roadway includes the final assembly of the construction plans, specifications and estimate, traffic control plans, retaining wall layouts, illumination layouts, utility plans, preparing the bid documents, review and recommendation for award of contract.

The plans, specifications and estimate will include all necessary details required for construction. To every extent possible, standard drawings will be used (TxDOT and/or the City of Austin).

Miscellaneous Roadway Plans will include:

- 1) Title sheet
- 2) General Notes and Specification Data
- 3) Typical Sections
- 4) Summaries
- 5) Traffic Control Plans
- 6) Retaining Wall Layouts
- 7) Illumination Layouts
- 8) Utility Plans, if any
- 9) Special Details required for construction

Miscellaneous Roadway includes preparation of the Bid Documents, reviewing any and all bids received, and making recommendations for contractor based on the bid received. This will include assisting Williamson County obtain bids or negotiate proposals for construction materials, equipment and services by distributing sets of bid documents to Contractors. Also included is assisting Williamson County in evaluation of bids or proposals and awarding contracts by assisting with bid opening, tabulating bids, notifying bidders of results, writing letter of intent to award, writing notice to proceed, and reviewing bond insurance documents.

#### **FUNCTION CODE 180 (CONSTRUCTION PHASE SERVICES)**

The following services will be provided by the engineer during the construction activities of the project:

- 1) Coordinate and attend mandatory pre-construction conference with client, contractor, review agencies and engineer prior to construction.

- 2) Make visits to the site, at intervals appropriate to the various stages of construction, to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine, in general, if such work is proceeding in accordance with the Contract Documents. The Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work.
- 3) Review and approve (or take other appropriate action in respect to) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents (but such review approval of other action shall not extend to means, methods, sequences, techniques and procedures and construction or the safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specification) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- 4) Based on the engineer's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to client, based on such observations and review, that the work has progressed to the point indicated that, to the best of the engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualification stated in his recommendation), and that payment of the amount recommended is due Contractor(s).
- 5) Conduct an inspection to determine if the project is substantially complete and final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations hereunder so the engineer may recommend, in writing, final payment to each Contractor and may give written notice to client and the Contractor(s) that the work is acceptable (subject to any condition therein expressed).
- 6) The Engineer will prepare a punch list (one time only) outlining corrections and work that must be done before the project can be accepted. The engineer will arrange a preliminary site inspection to identify punch list items with the appropriate personnel, and client will participate.
- 7) The engineer will prepare one set of reproducible as-built plans based on one (1) record copy of project drawings labeled "Project Record" maintained by the contractor. The contractor will submit the "Project Record" drawings to the engineer at contract closeout.

The construction phase services are not included in the fee estimate but are to be based on a rate not to exceed of \$3,500 per month for the duration of the construction phase of the project.

#### **FUNCTION CODE 190 (ADDITIONAL SERVICES)**

The services stipulated in this section are specifically excluded from the scope of Services. They shall be offered, if required, at the time that a definite scope of service can be defined. In the event these additional services are required, a scope of services and any fee for additional services shall be agreed upon between CLIENT and ENGINEER in advance of services being accomplished; and the Agreement shall be amended. These services include:

- a. Additional field surveying, deed research, office calculations, map preparation, and certifications required to settle boundary disputes, encroachments, conflicts, determination of deeds of trust, off-site easements not anticipated in the final scope of work, or other similar problems.
- b. Field surveys to locate and identify trees and other vegetation on the property outside of proposed rights-of-way and easements, as-built surveying, construction layout surveying, and field topographic surveys.

- c. Geo-technical investigations and reports.
- d. Daily inspection of on-site construction or visit to approve unauthorized construction, to mediate disputes, etc., other than periodic visits.
- e. Restaking of lot corners for gas, electric, water and wastewater service construction, or upon completion of construction.
- f. Revisions to previously performed work as a result of the client requested changes to the original design criteria.
- g. Preparation of field notes for land exchanges, vacation of easements or lots, or dedication of easements by separate instrument.
- h. Design of off-site improvements, and/or acquisition of off-site easements, not anticipated in the original scope of work.
- i. Phase I Environmental Site Assessment for hazardous material investigation.
- j. Preparation of construction change orders, unless due to errors or omissions by the engineer.

Additional Services are not included in the fee estimate. Additional Services, if required, will be negotiated at the time services are requested.

#### **NO FUNCTION CODE (MISCELLANEOUS PROVISIONS)**

- 1) Cost Estimates: ENGINEER's opinion of probable construction cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represents ENGINEER's best judgment. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction cost prepared by ENGINEER.
- 2) Professional Standards: ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. ENGINEER makes no warranty expressed or implied.
- 3) Ownership and Reuse of Documents. All documents including Drawings, Specifications, and electronic CADD files provided or furnished by ENGINEER or ENGINEER's Consultants pursuant to this agreement are instruments of service in respect to the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.



**EXHIBIT II****HOURLY RATES**

1. Project Manager .....	\$ 154.50
2. Senior Engineer.....	\$ 129.25
3. Design Engineer .....	\$ 93.59
4. Graduate Engineer.....	\$ 77.25
5. Technician.....	\$ 61.80
6. Secretary/Clerical.....	\$ 54.00
7. Expert Witness Testimony.....	\$ 200.00

Note: Hourly rates may reflect up to 5% increase per year for cost of living adjustments.

**EXHIBIT III**

**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

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

Contract No. \_\_\_\_\_  
Carter & Burgess, Inc.

**EXHIBIT IV**

**PRODUCTION SCHEDULE**

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

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

**EXHIBIT V****PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination *Engineer* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

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

Contract No. \_\_\_\_\_  
Carter & Burgess, Inc.

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

1. In the event that *Engineer* exercises such right to terminate, within thirty (30) days after receipt by *County* of *Engineer's* Notice of Termination, *Engineer* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

Contract No. \_\_\_\_\_  
Carter & Burgess, Inc.

## EXHIBIT VI

### EQUAL OPPORTUNITY IN EMPLOYMENT

- A. *Engineer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. *Engineer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. *Engineer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. *Engineer* will, in all solicitations or advertisements for employees placed by or on behalf of *Engineer*, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. *Engineer* will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of *Engineer's* obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. *Engineer* will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. *Engineer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of *Engineer's* non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and *Engineer* may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Contract No. \_\_\_\_\_  
Carter & Burgess, Inc.

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

Contract No. \_\_\_\_\_  
Carter & Burgess, Inc.

**EXHIBIT VII**

**INSURANCE REQUIREMENTS**

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$ 1,000,000.00 per occurrence and \$ 2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined single limit of \$ 1,000,000.00. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$ 15,000,000.00.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all documentation and financial information as required by the *County* in order to determine the acceptability of such self-insurance, in the sole determination of the *County*.

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

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



Contract No. \_\_\_\_\_  
Carter & Burgess, Inc.

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

**APPENDIX A****SCOPE OF SERVICES**

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

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

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

Contract No. \_\_\_\_\_  
Carter & Burgess, Inc.

**APPENDIX B**

**CONTRACTOR'S QUALIFICATIONS STATEMENT**

LAKELINE BOULEVARD - LYNTHURST STREET TO PARMER LANE

EXHIBIT "C"

Act ID	Description	Early Start	Early Finish	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	299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TASK AND DESCRIPTION	STANDARD NO. OF SHEETS	PROJECT MANAGER	SENIOR ENGINEER	DESIGN ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	CADD OPERATOR	CLERICAL	TOTAL HRS/SHT
		HRS/SHT	HRS/SHT	HRS/SHT	HRS/SHT	HRS/SHT	HRS/SHT	HRS/SHT	
<b>II. PROJECT MANAGEMENT (P.C. 104)</b>									
A. Coordination with Williamson County		30		16	8	8	16		78
B. Coordination with Capital Metro		40					16		96
C. Coordination with City of Austin		40		32	8	8	16		120
D. Collect and Review All Available Data		2		4					10
E. Select Roadway Design Criteria		2			8				10
F. Status Meetings									
G. Quality Assurance / Quality Control									
<b>SUBTOTALS</b>		114	0	52	28	16	48	16	274
<b>III. ROUTE AND DESIGN STUDIES (P.C. 110)</b>									
<b>A. SCHEMATIC DESIGN</b>									
1. Data Collection		1		2	4				7
2. Initial Field Reconnaissance		5		5					10
3. Identify Property Owners				2			8		10
4. Typical Section		1		1					2
5. Preliminary Alternatives (2)		12		20	25		40		97
6. Preliminary Cross-Sections					8		16		26
7. Preliminary ROW Determination		4		2			12		34
7. Alternatives Analysis Report, Inc. Estimates		2		12	4		6		24
<b>B. DESIGN CONCEPT CONFERENCE</b>		4		8					12
<b>C. SCHEMATIC PRODUCTION AND SUBMITALS</b>									
1. Prepare and Submit 100% Schematic		2		4	4		8		18
2. Prepare Preliminary Estimate		2		2	4				8
<b>SUBTOTALS</b>		33	0	68	50	0	90	0	248
<b>III. SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES (P.C. 120)</b>									
<b>A. ENVIRONMENTAL ASSESSMENT</b>									
1. Agency Coordination									0
2. Purpose and Need									0
3. Alternatives Analysis									0
4. Socioeconomic Data									0
5. Water Quality									0
6. Land Use									0
7. Flood Plains									0
8. Traffic Noise									0
9. Geology and Karst									0
10. Wildlife and Vegetation									0
11. Air Quality									0
12. Cultural Resources									0
13. Hazardous Materials									0
14. Wetlands									0
15. Endangered Species									0
16. Relocation									0
17. Soils / Prime Farmland									0
18. FEMA Coordination									0
<b>B. ASSEMBLE, REVIEW AND PROCESS</b>		2	2	8			3		15
<b>C. RESPOND TO COMMENTS &amp; RESUBMIT</b>		1	2	4			3		10
<b>SUBTOTALS</b>		3	4	12	0	0	6	0	25
<b>IV. PUBLIC INVOLVEMENT (P.C. 120)</b>									
<b>A. PUBLIC MEETING</b>									
1. Prepare Meeting Notice / Exhibits		1		4			16	2	27
2. Conduct / Assist with Meeting		4	4		8	8			24
3. Prepare Meeting Summary		1	2	2	12		4		21
<b>B. PUBLIC HEARING</b>									0
1. Prepare Meeting Notice / Exhibits									0
2. Assist with Hearing									0
3. Prepare Final Summary and Analysis									0
<b>SUBTOTALS</b>		6	6	6	20	12	20	2	72
<b>V. RIGHT OF WAY PLANS (P.C. 130)</b>									
<b>A. OBTAIN UTILITY LOCATION DATA</b>									
B. NOTIFY UTILITY OWNERS OF UTILITY ADJUSTMENTS		2		6					8
C. PROVIDE SURVEYOR WITH ROW SHEET DATA				16					16
<b>D. RECORDS RESEARCH</b>									0

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TASK AND DESCRIPTION	STANDARD SHEETS	NO. OF SHEETS	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	CADD OPERATOR	CLERICAL	TOTAL
			HRS/SHT	HOURS	HRS/SHT	HOURS	HRS/SHT	HOURS	HRS/SHT
E. RIGHT OF ENTRY LETTERS AND MAP UPDATES									
F. DEED STUDY									
G. BOUNDARY ANALYSIS									
H. RIGHT-OF-WAY PLANS									
I. FIELD NOTES									
J. PARCEL MAPS									
<b>SUBTOTALS</b>									
VI. ROADWAY DESIGN (PG160)									
A. Plan and Profile Sheets (50 Scale)									
B. Cross Sections									
C. Standards									
<b>SUBTOTALS</b>									
VII. DRAINAGE (PG161)									
A. Drainage Area Maps (100 Scale)									
B. Hydraulic Data									
C. Storm Drain P/P Sheets									
D. Culvert Layout (20 Scale)									
E. SWSP (100 Scale)									
F. Water Quality / Detention									
G. TNRCC Coordination (WPAP)									
<b>SUBTOTALS</b>									
VIII. SIGNING, MARKINGS AND SIGNALIZATION (PG 162)									
A. Traffic Signal Plans									
1. Signal Coordination Meetings with Williamson County - City of Austin									
2. Signal Layout									
3. Signal Elevations									
4. Signal Phasing									
5. Signal Wiring									
6. TSPD - Traffic Signal Foundation Standards									
7. Signal Summary									
8. Signal Standards									
B. Signing and Marking Sheets									
1. Signing Striping and Delineation (1"=100')									
2. Small Sign Details									
3. Signing, Striping & Delineation Standards									
<b>SUBTOTALS</b>									

04/03/2001

TASK AND DESCRIPTION	STANDARD SHEETS	NO. OF SHEETS	PROJECT MANAGER	SENIOR ENGINEER	DESIGN ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	CADD OPERATOR	CLERICAL	TOTAL	HRS/SHIT
			HRS/SHIT	HOURS	HRS/SHIT	HOURS	HRS/SHIT	HOURS	HRS/SHIT	HOURS	
<b>IX. MISCELLANEOUS ROADWAY PLANS (PG 143)</b>											
A. Assembly of Construction plans											
1. Title Sheet	1	1	0	1	2	2	4	8	1	1	18
2. Supplemental Index of Sheets	1	1	0	1	1	2	2	4	1	1	11
3. General Notes and Specification Data	1	1	0	4	4	4	0	4	1	1	11
4. Project Layout / Horizontal Alignment Layout	1	1	0	0	2	2	2	8	4	4	16
5. Typical Sections	2	2	0	2	4	4	3	8	1	1	17
6. Summary of Traffic Control Quantities	1	1	0	0	1	1	1	1	2	2	36
7. Summary of Bridges	0	0	0	0	0	0	0	0	1	1	5
8. Summary of Retaining Walls	0	0	0	0	0	0	0	0	0	0	#DIV/0!
9. Summary of Storm Sewers / Inlets and Manholes	1	1	0	2	4	4	6	6	1	1	#DIV/0!
10. Permanent Markings Summary	1	1	0	1	4	4	6	6	1	1	23
11. Summary of Small Signs	1	1	0	0	0	4	4	0	1	1	22
12. Summary of Large Signs	1	1	0	0	0	4	4	0	1	1	9
13. Summary of Traffic Signal Quantities	0	0	0	0	0	0	0	0	1	1	9
14. SWGP Summary	1	1	0	1	2	2	2	8	0	0	#DIV/0!
15. Summary of Illumination Quantities	0	0	0	0	0	0	0	0	1	1	16
16. Estimate and Quantity Sheet	1	1	2	2	2	2	4	4	4	4	#DIV/0!
B. Traffic Control Plans											
1. Traffic Control Plans (1"=100')	2	2	2	0	0	2	4	4	0	0	20
2. Detour / Misc Details	1	1	0	0	2	0	0	4	0	0	14
3. Construction Sign Details	1	1	0	0	2	0	0	4	0	0	6
4. TCP Summaries	1	1	1	0	0	2	2	2	0	0	4
5. Miscellaneous Summaries	1	1	0	0	2	0	0	2	0	0	5
6. General Notes & Sequence of Construction	1	1	1	0	2	0	0	2	0	0	4
7. Standards	15	15	1	0	0	4	8	2	0	0	11
C. Retaining Wall Layouts											
1. Retaining Wall No. 1	0	0	0	0	1	0	0	1	0	0	15
D. ILLUMINATION LAYOUTS											
1. Illumination Layouts Lakeline Boulevard Road (100 Scale)	0	0	0	0	0	0	0	0	0	0	#DIV/0!
2. Summaries	0	0	0	0	0	0	0	0	0	0	#DIV/0!
E. UTILITY LAYOUTS											
1. Water Line Plans	0	0	0	0	0	0	0	0	0	0	#DIV/0!
2. Wastewater Line Plans	0	0	0	0	0	0	0	0	0	0	
3. Summaries	0	0	0	0	0	0	0	0	0	0	
F. Bidding and Negotiation											
1. Prepare Bid Documents	20	24	20	24	16	24			40	40	124
2. Assemble Bid Documents					4	4			8	8	16
3. Review Bid / Make Recommendation for Award	8	8	8	8	8	4			4	4	32
<b>SUBTOTALS</b>	<b>15</b>	<b>20</b>	<b>34</b>	<b>48</b>	<b>64</b>	<b>87</b>	<b>41</b>	<b>88</b>	<b>71</b>	<b>433</b>	<b>22</b>

03/21/2001

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TASK AND DESCRIPTION	PROJECT MANAGER	ESTIMATED COSTS OF EACH WORK TASK					ENGINEERING TECHNICIAN	CADD OPERATOR	CLERICAL	HOURS	COST
		SENIOR ENGINEER	DESIGN ENGINEER	ENGINEER	ENGINEER	ENGINEER					
I. PROJECT MANAGEMENT (P.C. 144)		\$114.00	\$129.25	\$63.08	\$64.27	\$77.25	\$77.25	\$61.40	\$48.20		
TOTAL HOURS	114	0	52	28		16		48	18	274	\$30,076
TOTAL COST	\$17,613	\$0	\$4,967	\$2,873		\$1,238		\$2,968	\$120		
J. ROUTE AND DESIGN STUDIES (P.C. 119)											
TOTAL HOURS	50	0	68	69		0		90	0	248	\$28,470
TOTAL COST	\$5,000	\$0	\$8,177	\$9,653		\$0		\$5,562	\$0		
K. SOCIAL AND ENVIRONMENTAL STUDIES (P.C. 129)											
TOTAL HOURS	3	4	12	0		0		6	0	26	\$2,474
TOTAL COST	\$464	\$617	\$1,123	\$0		\$0		\$371	\$0		
L. PUBLIC INVOLVEMENT (P.C. 139)											
TOTAL HOURS	6	6	6	20		12		20	2	72	\$8,428
TOTAL COST	\$967	\$776	\$620	\$1,080		\$627		\$1,208	\$80		
M. RIGHT OF WAY PLANS (P.C. 135)											
TOTAL HOURS	6	0	35	0		0		4	0	40	\$3,682
TOTAL COST	\$927	\$0	\$2,808	\$0		\$0		\$247	\$0		
N. ROADWAY DESIGN (P.C. 169)											
TOTAL HOURS	24	24	46	64		24		48	0	222	\$25,844
TOTAL COST	\$3,708	\$3,708	\$7,416	\$9,888		\$3,708		\$7,416	\$0		
O. DRAINAGE (P.C. 161)											
TOTAL HOURS	23	20	132	60		0		56	0	421	\$48,046
TOTAL COST	\$3,564	\$12,380	\$20,944	\$13,005		\$0		\$14,822	\$0		
P. BEARING, MARKING, AND REGULATION (P.C. 162)											
TOTAL HOURS	6	0	26	36		32		42	6	162	\$18,484
TOTAL COST	\$927	\$0	\$4,326	\$5,062		\$4,944		\$6,480	\$1,296		
Q. MISCELLANEOUS ROADWAY PLANS (P.C. 163)											
TOTAL HOURS	34	46	64	87		41		88	71	433	\$48,890
TOTAL COST	\$6,263	\$7,416	\$9,888	\$13,442		\$6,263		\$13,566	\$10,870		
R. Railroad Crossing Design (at grade) (P.C. 166)											
TOTAL HOURS	18	32	16	12		0		44	0	120	\$13,540
TOTAL COST	\$2,472	\$4,944	\$2,472	\$1,854		\$0		\$6,768	\$0		
TOTAL CARTER & BURGESS, INC.											
TOTAL HOURS	286	194	424	396		126		488	97	2017	\$275,239
TOTAL COST	\$40,843	\$20,211	\$40,032	\$24,868		\$17,163		\$29,518	\$13,016		
PERCENT OF CARTER & BURGESS, INC. COST	14.8%	10.6%	21.8%	19.6%		6.2%		21.6%	4.7%	100.0%	
DIRECT COST - CARTER & BURGESS, INC.											
Standard Specifications or Printing	1200 Square Feet @ \$1.50/ft <sup>2</sup> P =										\$180
Survey Instruments or Printing	1500 Square Feet @ \$1.00/ft <sup>2</sup> P =										\$1,500
Express Deliveries	100 Deliveries @ \$2.50/ft <sup>2</sup> P =										\$250
Auto Mileage	200 Miles @ \$0.50/MILE										\$100
Telephone and Communications											\$44
Survey Estimate (Carter & Burgess)											\$80,406
Air Fare											\$80
Auto Rental											\$0
Lodging											\$0
Meals											\$30
Horizon Environmental Study											\$0
TOTAL DIRECT COST - CARTER & BURGESS, INC.											\$84,361
SUMMARY - CARTER & BURGESS, INC.											
LABOR											\$275,239
DIRECT COST											\$44,361
TOTAL CONTRACT COST - CARTER & BURGESS, INC.											\$319,600

Contract No. McNeil Road - Gray Jansing & Associates, Inc**Checklist****Prior to Initiation of Work**

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

**Course of Work**

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

Contract No. McNeil Road

**Notices (as applicable)**

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

**Documentation for Payment**

- ☒ Internal Revenue Form W-9
- ☐ Invoice for Services Rendered
  - ☐ Supporting Documentation
  - ☐ Report of Completion Percentage
- ☐ Invoice for Reimbursables
  - ☐ Proof of prior payment by Engineer of Reimbursables

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**PROFESSIONAL SERVICES AGREEMENT**

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**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This Agreement is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Gray ♦ Jansing & Associates, Inc. (*the "Engineer"*).

WHEREAS, *County* proposes to construct a road improvement project;

WHEREAS, *County* desires to obtain professional services for the design of McNeil Road Improvements (*the "Project"*);

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

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

**Section I**  
**Employment of the Engineer**

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

**Section II**  
**Basic Services of the Engineer**

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Judge*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.
- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

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- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
  2. The following documents shall be used in the development of the **Project**:
    - a. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:
      - i) The 1998 reprint of the Texas Manual on Uniform Traffic Control
      - ii) The September 31, 1998, Federal Highway Administration (FHWA)
    - b. Texas Department of Transportation Construction Manual
    - c. Texas Department of Transportation's Standard Specifications for
    - d. National Environmental Policy Act (NEPA)
    - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
    - f. Americans with Disabilities Act (ADA) Regulations
    - g. U.S. Army Corps Regulations
    - h. Southern Building Code
    - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
    - j. National Electrical Code (most current version)
    - k. Williamson County Bond Program Standard Procedures Manual
    - l. TxDOT Bridge Division Foundation Manual
  3. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
  4. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

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**Section III**  
**Fee schedule**

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

**Section IV**  
**Period of Service**

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 365 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written



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

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

#### Section V Coordination with the County

- A. The *County Judge* will act on behalf of *County* with respect to the work to be performed under this Agreement. The *County Judge* shall have complete authority to interpret and

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define *County's* policies and decisions with respect to *Engineer's* services. The *County Judge* may designate representatives to transmit instructions and receive information.

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

#### Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. . The completeness of any engineering work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required

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work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.

- F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

#### Section VII Revision to Work Product

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

#### Section VIII Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county

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permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.

- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. *Engineer* shall indemnify, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of *Engineer* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *Engineer* shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

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- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of *Engineer* shall be classified as an employee of *County*.

### Section IX Ownership of Documents

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

### Section X Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* 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 *Engineer* reasonable advance notice of intended audits.

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- C. **Engineer** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.
- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

**Section XI**  
**Miscellaneous**

- A. **Severability.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **Venue.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer's** firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for **Engineer**) to solicit or secure the work provided by the Agreement.
  - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.

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- (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: Gray ♦ Jansing & Associates, Inc.  
8217 Shoal Creek Blvd., Suite 200  
Austin, Texas 78757

COUNTY: Williamson County (or successor)

with copy to: Honorable Gene Taylor (or successor)  
Williamson County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
Attn: File No.

and to: Prime Strategies, Inc.  
1598 South Lamar Blvd.  
Austin, Texas 78704  
Attn: Michael Weaver

and to: Pena Swayze & Co., LLP  
303 East Main Street  
Round Rock, Texas 78664  
Attn: Mike Swayze

and to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- F. **Insurance Requirements.** **Engineer** agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.

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- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the *County*, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the *County* a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.
- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed



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by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

- N. ***Captions Not a Part Hereof.*** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that *Engineer* is a Corporation, duly authorized to transact and do business in the State of Texas.
- Q. ***Acknowledgement.*** As a duly authorized representative of *Engineer*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Engineer* has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. ***Definition of Engineer.*** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

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EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

THE ENGINEER:

BY: \_\_\_\_\_

Printed Name: John M. Jansing, Jr., P.E.

Title: Executive Vice President

WILLIAMSON COUNTY:

BY: \_\_\_\_\_

*John C. Daehler*  
\_\_\_\_\_  
*John C. Daehler*  
Williamson County Judge

Reviewed as to Form By: \_\_\_\_\_

County Attorney

Funds Verified By: \_\_\_\_\_

County Auditor

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**EXHIBIT I****COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

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

**SECTION 1 - BASIS FOR COMPENSATION**

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$1,400,000.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

**SECTION 2 - NOT-TO-BE-EXCEEDED FEE**

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

**SECTION 3 - WORK AUTHORIZATIONS**

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in

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completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

#### **SECTION 4 - ADDITIONAL SERVICES**

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$1,400,000, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

#### **SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION**

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

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## ATTACHMENT A

WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Gray ♦ Jansing & Associates, Inc. (*the "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services:

Services as set forth in Exhibit B "Services To Be Provided By Engineer", Task 1 Project Review and Task 2 Route Study to 30% Design.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$390,000.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on September 30, 2001, unless extended by a Supplemental Work Authorization.

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

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**ATTACHMENT A (con't.)****Part 6.** This Work Authorization is hereby accepted and acknowledged below.**ENGINEER:**

Gray ♦ Jansing &amp; Associates, Inc.

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

Signature

John M. Jansing, Jr., P.E.

Printed Name

Executive Vice President

Title

March 27, 2001

Date

**COUNTY:**

Williamson County, Texas

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

Signature

John C. Daefler

Printed Name

County Judge

Title

4-3-01

Date

**LIST OF EXHIBITS**

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

**EXHIBIT A****SERVICES TO BE PROVIDED BY WILLIAMSON COUNTY**

Williamson County will furnish to the Engineer the following items, information and assistance:

**RIGHT-OF-WAY (ROW)**

- A. Assist in the utility coordination process.

**FIELD SURVEYING**

- A. Provide all survey information to date.

**ROADWAY DESIGN CONTROL**

- A. Design speed and specific criteria for project design.
- B. Coordination necessary to secure typical section and preliminary design approval.
- C. Develop proposed pavement sections/designs.
- D. Establish current and projected traffic volumes.

**DRAINAGE DESIGN**

- A. Provide available information on existing drainage facility.
- B. Hydraulic design criteria for project design.
- C. Provide standard details as necessary.

**SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION**

- A. Provide standard details as necessary.

**MISCELLANEOUS (ROADWAY)**

- A. Coordinate and host utility coordination meetings.
- B. Prepare and coordinate any Utility Agreements required.

**ENVIRONMENTAL**

- A. Provide the environmental consultants necessary to complete studies and assist Engineer in acquiring necessary local, State or Federal environmental permits or clearances for project approval.
- B. Services will be coordinated by Engineer.

**GEOTECHNICAL**

- A. Provide the geotechnical consultants necessary for conducting soil evaluations and studies necessary for pavement design specifications.
- B. Services will be coordinated by Engineer.

**EXHIBIT B**

**SERVICES TO BE PROVIDED BY ENGINEER**

**TASK 1 – PRELIMINARY ENGINEERING**

**PRELIMINARY DESIGN CONFERENCE**

**FIELD SURVEYING AND PHOTOGAMMETRY FOR HIGH ALTITUDE AERIALS**

- A. Establish Permanent Benchmarks
- B. Set Horizontal and Vertical Control
- C. Set Panel Points
- D. High Altitude Aerial Photography
- E. Digital Mapping
- F. Digital Terrain Model

**ROW MAP PREPARATION AND ADJACENT OWNERSHIP IDENTIFICATION**

**IDENTIFY AND LOCATE EXISTING UTILITIES**

**COORDINATION MEETINGS**

- A. Travis County
- B. Capital Metro
- C. Greater Austin Northern
- D. Southern Pacific Railroad

**DATA COLLECTION**

- A. Review existing horizontal and vertical alignment of McNeil Road.
- B. Review existing intersections, proposed crossing of State Highway 45 and existing and approved railroad crossings.
- C. Identify ROW limitations.
- D. Identify utility relocations required.
- E. Review McNeil Road and Howard Lane Intersection horizontal and vertical data.
- F. Review Southern Pacific Railroad crossing horizontal and vertical data for grade separated crossing.

**DRAINAGE**

- A. Delineate drainage area boundaries.
- B. Delineate drainage area maps for existing storm sewers and cross drainage structures.
- C. Complete hydraulic computations for existing drainage structures.
- D. Complete hydraulic computations for existing outfall channels.



**Services to be Provided by Engineer****Page 2****TASK 2 – ROUTE STUDY TO 30% DESIGN****IDENTIFY AND EVALUATE FEASIBLE ALTERNATIVES**

- A. Evaluate alternative routes and schematics evaluating at a minimum.
  - 1. McNeil Road and Howard Lane intersection at grade and with grade separation.
  - 2. McNeil Road crossing of the Southern Pacific Railroad with a grade separation.
  - 3. Roadway cross-sections with median and turn lane only.
- B. Prepare strip maps describing the alternatives, associated opinions of construction cost and right of way required.
- C. Preliminary construction cost determination.

**ENVIRONMENTAL**

- A. Provided by Williamson County, coordinated by Engineer.

**IDENTIFY TECHNICALLY PREFERRED ALTERNATIVE**

- A. Compare alternatives incorporating input from environmental studies.
- B. Meeting with Road Bond Manager to review alternatives.
- C. Meeting with Capital Metro and Travis County as may be required to discuss railroad and intersection grade separations.

**DETERMINE ROUTE AND SCHEMATIC FOR MCNEIL ROAD IMPROVEMENTS IN COORDINATION WITH ROAD BOND MANAGER****PUBLIC INVOLVEMENT**

- A. Prepare meeting displays and exhibits.
- B. Attend public meetings.

**PREPARATION OF GEOMETRIC SCHEMATIC**

- A. The plans will present the following, at a minimum:
  - 1. Existing ROW, edge of pavement
  - 2. Proposed ROW, edge of pavement
  - 3. Dimensioned lanes
  - 4. Proposed driveways
  - 5. Vertical alignment natural ground and vertical clearance for grade separations
  - 6. Horizontal alignment of intersecting streets
  - 7. Drainage area map, calculations
  - 8. Preliminary culvert layouts
  - 9. Retaining walls, as may be required
  - 10. Bridges, overpasses and ramps, as may be required

**Services to be Provided by Engineer**  
**Page 3**

- 11. Display property ownership information
- B. Prepare Engineers Opinion of Construction Costs

**TASK 3 – RIGHT OF WAY DESCRIPTION**

**DEFINE RIGHT OF WAY REQUIRED**

- A. Research deed records.
- B. Field stake right of way parcels
- C. Prepare field note description of parcels

**TASK 4 – DESIGN AND CONSTRUCTION PLAN PREPARATION**

**DESIGN CONFERENCE**

**PHOTOGAMMETRY FOR LOW ALTITUDE AERIALS OF SELECTED ROUTE**

- A. Set Panel Points
- B. Low Altitude Aerial Photography
- C. Digital Mapping
- D. Digital Orthophotos

**FIELD SURVEYING**

- A. Supplemental surveying to establish the following:
  - 1. Profile and cross section intersecting streets
  - 2. Cross section drainage channels and existing structures
  - 3. Location and definition of existing utilities
  - 4. Design cross sections of existing McNeil Road and improvement areas

**CORE AND SOIL BORINGS**

- A. Provided by Williamson County, coordinated by Engineer.

**ROADWAY DESIGN**

- A. Construction plans will be prepared to define the following;
  - 1. Horizontal and vertical alignment of roadway lanes intersecting streets
  - 2. Vertical clearance of grade separations
  - 3. Typical cross section sheets
  - 4. Tabulation of drainage calculations
  - 5. Details of new storm sewer design
  - 6. Modification details of existing storm sewer or drainage facilities
  - 7. Location and detail of manholes, inlets and outfall channels
  - 8. Signing, pavement marking and signalization plan with details

**Services to be Provided by Engineer**

**Page 4**

9. Retaining wall design with details, if required
10. Bridge design with details, if required
11. Prepare SW3P plan consistent with project sequencing
12. Develop traffic control plan
13. Prepare narrative and exhibits for sequencing plan

**CONSTRUCTION COSTS AND CONSTRUCTION TIME ESTIMATE DETERMINATION**

- A. Prepare Engineer's Opinion of Construction Costs and bid item tabulation based on construction plans.
- B. Prepare construction time estimate.

**PLAN REVIEW**

- B. Representation of the construction plans during review by Williamson County and other agencies having jurisdiction.

# **EXHIBIT C** **WORK SCHEDULE**

TASKS		DELIVERABLE											
TASKS		DELIVERABLE											
<b>TASK 1: PRELIMINARY ENGINEERING</b>													
Preliminary Design Conference													
Field Survey and Photogrammetry	Mapping												
ROW Map Preparation and Adjacent Ownership Identification	Property Map												
Identify and Locate Existing Utilities	Utility Map												
Coordination Meeting													
Data Collections													
Drainage													
<b>TASK 2: ROUTE STUDIES/DESIGN</b>													
Identify and Evaluate Feasible Alternatives	Alternative Schematics												
*Environmental	Constraints Map												
Identify Technically Preferred Alternative													
Determine Route and Schematic for McNeil Road Improvements in Coordination with Road Bond Manager													
Public Involvement	Exhibits												
Preparation of Geometric Schematic	Schematic												

\* To be provided by Williamson County.

**EXHIBIT D****FEE SCHEDULE****TASK 1 – PRELIMINARY ENGINEERING**

<b>Subtask</b>	<b>Staff Assignment</b>	<b>Projected Hours to Complete</b>	<b>Fee</b>
Preliminary Design Conference	Principal	6	\$1,200
	Senior Engineer	6	\$900
	Graduate Engineer	6	\$690
Field Survey and Photogrammetry	Principal	24	\$4,800
	Senior Engineer	24	\$3,600
	Graduate Engineer	40	\$4,600
	Technician	40	\$3,600
ROW Map Preparation	Principal	20	\$4,000
	Senior Engineer	20	\$3,000
	Graduate Engineer	160	\$18,400
	Technician	160	\$14,400
Identify and Locate Existing Utilities	Principal	40	\$8,000
	Senior Engineer	40	\$3,000
	Graduate Engineer	160	\$18,400
	Technician	160	\$14,400
Coordination Meeting	Principal	16	\$3,200
	Senior Engineer	16	\$2,400
	Graduate Engineer	16	\$1,840
	Technician	24	\$2,160

Data Collection	Principal	40	\$8,000
	Senior Engineer	40	\$3,000
	Graduate Engineer	160	\$18,400
Drainage	Principal	40	\$8,000
	Senior Engineer	40	\$6,000
	Graduate Engineer	80	\$9,200
	Technician	80	\$7,200
<b>TOTAL FEE TASK 1</b>			<b>\$172,390</b>

**TASK 2 – ROUTE STUDY TO 30% DESIGN**

<b>Subtask</b>	<b>Staff Assignment</b>	<b>Projected Hours to Complete</b>	<b>Fee</b>
Identify and Evaluate Feasible Alternative	Principal	40	\$8,000
	Senior Engineer	80	\$12,000
	Graduate Engineer	160	\$18,400
	Technician	160	\$14,400
Environmental	Principal	40	\$8,000
	Senior Engineer	40	\$6,000
Identify Technically Preferred Alternative	Principal	24	\$4,000
	Senior Engineer	24	\$3,600
Determine Rate and Schematic for McNeil	Principal	16	\$3,200
	Senior Engineer	16	\$2,400
	Graduate Engineer	16	\$1,840

Public Involvement	Principal	24	\$4,800
	Senior Engineer	24	\$3,600
	Graduate Engineer	80	\$9,200
	Technician	80	\$7,200
Preparation of Geometric Schematic	Principal	80	\$16,000
	Senior Engineer	120	\$18,000
	Graduate Engineer	160	\$18,400
	Technician	240	\$21,600
<b>TOTAL FEE TASK 2</b>			<b>\$180,640</b>

Subconsultant Fees	Aerial Data Systems	\$28,504.34
	Austin Surveyors (est.)	\$8,000.00
<b>TOTAL WORK AUTHORIZATION NO. 1</b>		<b>\$389,534.34</b>

The projected hours to be provided by Rodriguez & Huggins, Inc. is included in the Task 1 and Task 2 summary.

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**EXHIBIT II****HOURLY RATES**

- |                                  |                     |
|----------------------------------|---------------------|
| 1. Principal.....                | \$200               |
| 2. Senior Engineer.....          | \$150               |
| 3. Graduate Engineer.....        | \$115               |
| 4. Technician.....               | \$ 90               |
| 5. Secretary/Clerical.....       | \$ 72               |
| 6. Expert Witness Testimony..... | 2 times hourly rate |



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**EXHIBIT III****COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

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

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**EXHIBIT IV****PRODUCTION SCHEDULE**

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

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

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**EXHIBIT V****PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

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

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

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

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

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

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**EXHIBIT VI****EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will

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be binding upon each subcontractor or vendor. *Engineer* will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event *Engineer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by *County* or Federal Agency, *Engineer* may request *County* and United States to enter into such litigation to protect the interest of the United States.

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**EXHIBIT VII****INSURANCE REQUIREMENTS**

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000 per occurrence and \$500,000 in the aggregate. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

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

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

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the *Engineer*, that no provision of this Professional Services Agreement shall be construed to require the *County* or the *County Judge* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which

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



**APPENDIX A**

**SCOPE OF SERVICES**

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

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

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT. THROUGH WORK AUTHORIZATION 1.

**APPENDIX A****SCOPE OF SERVICES****TASK 1 – PRELIMINARY ENGINEERING****PRELIMINARY DESIGN CONFERENCE****FIELD SURVEYING AND PHOTOGRAMMETRY FOR HIGH ALTITUDE AERIALS**

- A. Establish Permanent Benchmarks
- B. Set Horizontal and Vertical Control
- C. Set Panel Points
- D. High Altitude Aerial Photography
- E. Digital Mapping
- F. Digital Terrain Model

**ROW MAP PREPARATION AND ADJACENT OWNERSHIP IDENTIFICATION****IDENTIFY AND LOCATE EXISTING UTILITIES****COORDINATION MEETINGS**

- A. Travis County
- B. Capital Metro
- C. Greater Austin Northern
- D. Southern Pacific Railroad

**DATA COLLECTION**

- A. Review existing horizontal and vertical alignment of McNeil Road.
- B. Review existing intersections, proposed crossing of State Highway 45 and existing and approved railroad crossings.
- C. Identify ROW limitations.
- D. Identify utility relocations required.
- E. Review McNeil Road and Howard Lane Intersection horizontal and vertical data.
- F. Review Southern Pacific Railroad crossing horizontal and vertical data for grade separated crossing.

**DRAINAGE**

- A. Delineate drainage area boundaries.
- B. Delineate drainage area maps for existing storm sewers and cross drainage structures.
- C. Complete hydraulic computations for existing drainage structures.
- D. Complete hydraulic computations for existing outfall channels.

**Scope of Services**  
**Page 2**

**TASK 2 – ROUTE STUDY TO 30% DESIGN**

**IDENTIFY AND EVALUATE FEASIBLE ALTERNATIVES**

- A. Evaluate alternative routes and schematics evaluating at a minimum.
  - 1. McNeil Road and Howard Lane intersection at grade and with grade separation.
  - 2. McNeil Road crossing of the Southern Pacific Railroad with a grade separation.
  - 3. Roadway cross-sections with median and turn lane only.
- B. Prepare strip maps describing the alternatives, associated opinions of construction cost and right of way required.
- C. Preliminary construction cost determination.

**ENVIRONMENTAL**

- A. Provided by Williamson County, coordinated by Engineer.

**IDENTIFY TECHNICALLY PREFERRED ALTERNATIVE**

- A. Compare alternatives incorporating input from environmental studies.
- B. Meeting with Road Bond Manager to review alternatives.
- C. Meeting with Capital Metro and Travis County as may be required to discuss railroad and intersection grade separations.

**DETERMINE ROUTE AND SCHEMATIC FOR MCNEIL ROAD IMPROVEMENTS IN COORDINATION WITH ROAD BOND MANAGER**

**PUBLIC INVOLVEMENT**

- A. Prepare meeting displays and exhibits.
- B. Attend public meetings.

**PREPARATION OF GEOMETRIC SCHEMATIC**

- A. The plans will present the following, at a minimum:
  - 1. Existing ROW, edge of pavement
  - 2. Proposed ROW, edge of pavement
  - 3. Dimensioned lanes
  - 4. Proposed driveways
  - 5. Vertical alignment natural ground and vertical clearance for grade separations
  - 6. Horizontal alignment of intersecting streets
  - 7. Drainage area map, calculations
  - 8. Preliminary culvert layouts
  - 9. Retaining walls, as may be required
  - 10. Bridges, overpasses and ramps, as may be required

**Scope of Services****Page 3**

- 11. Display property ownership information
- B. Prepare Engineers Opinion of Construction Costs

**TASK 3 – RIGHT OF WAY DESCRIPTION****DEFINE RIGHT OF WAY REQUIRED**

- A. Research deed records.
- B. Field stake right of way parcels
- C. Prepare field note description of parcels

**TASK 4 – DESIGN AND CONSTRUCTION PLAN PREPARATION****DESIGN CONFERENCE****PHOTOGAMMETRY FOR LOW ALTITUDE AERIALS OF SELECTED ROUTE**

- A. Set Panel Points
- B. Low Altitude Aerial Photography
- C. Digital Mapping
- D. Digital Orthophotos

**FIELD SURVEYING**

- A. Supplemental surveying to establish the following:
  - 1. Profile and cross section intersecting streets
  - 2. Cross section drainage channels and existing structures
  - 3. Location and definition of existing utilities
  - 4. Design cross sections of existing McNeil Road and improvement areas

**CORE AND SOIL BORINGS**

- A. Provided by Williamson County, coordinated by Engineer.

**ROADWAY DESIGN**

- A. Construction plans will be prepared to define the following;
  - 1. Horizontal and vertical alignment of roadway lanes intersecting streets
  - 2. Vertical clearance of grade separations
  - 3. Typical cross section sheets
  - 4. Tabulation of drainage calculations
  - 5. Details of new storm sewer design
  - 6. Modification details of existing storm sewer or drainage facilities
  - 7. Location and detail of manholes, inlets and outfall channels
  - 8. Signing, pavement marking and signalization plan with details

**Scope of Services**

**Page 4**

9. Retaining wall design with details, if required
10. Bridge design with details, if required
11. Prepare SW3P plan consistent with project sequencing
12. Develop traffic control plan
13. Prepare narrative and exhibits for sequencing plan

**CONSTRUCTION COSTS AND CONSTRUCTION TIME ESTIMATE DETERMINATION**

- A. Prepare Engineer's Opinion of Construction Costs and bid item tabulation based on construction plans.
- B. Prepare construction time estimate.

**PLAN REVIEW**

- B. Representation of the construction plans during review by Williamson County and other agencies having jurisdiction.

## **APPENDIX B**

### **CONTRACTOR'S QUALIFICATIONS STATEMENT**

Gray ♦ Jansing & Associates, Inc. (GJA), with its main offices located in Austin, Texas, was formed in 1989 from the established talent of two Austin engineering firms. David W. Gray, P.E., formerly a Principal with the firm of Haynie Kallman & Gray, Inc., and John M. Jansing, Jr., P.E., formerly a Principal with Jansing & Associates, have been joined by a select staff of professional, technical, and administrative personnel to provide efficient project management, responsiveness to client needs, and a one-on-one relationship with true attention to detail. GJA is currently staffed with twenty-eight professionals of which five are registered professional engineers.

GJA is a multi-disciplinary civil engineering firm providing a variety of services including water, wastewater, street and drainage design, site developments, subdivision plats, construction administration, engineering studies and expert testimony. Additional expertise is provided by the firm for design of water and wastewater treatment facilities, major collection and transmission infrastructure and pump stations. The firm provides complete civil engineering capabilities to assist governmental agencies, utility districts and private developers throughout Texas.

### **RELATED WORK EXPERIENCE**

#### **Williamson County Road 245 -**

Client: Williamson County Commissioners Court

Date Services Provided: 1998-1999

Scope of Services: Route and Alignment Studies, Schematic Design, Basic Hydraulic Design

Description: Studies of the existing Williamson County Route 245 were initiated under the direction of Commissioner David Hayes and Joe England, P.E. for the 7.3 mile reach from FM 970 to FM 2338. The route and alignments studies included the analysis of horizontal and vertical geometry through the existing road section to determine required changes to bring the roadway under current AASHTO criteria. Additional studies were undertaken to determine right-of-way requirements to accommodate projected road cross section expansion and the associated drainage improvements.

Construction Dollar Value: estimated \$2,700,000

**Doublecreek Drive and Forest Creek Blvd. -**

Client: City of Round Rock

Date Services Provided: 2000 to Present

Scope of Services: Route and Alignment Studies, Schematic Design, Preparation of Plans, Basic Hydraulic Design

Description: Preliminary layout and route studies for the proposed 4 lane divided roadway approximately 2 miles in length. The approved schematic design was formalized through the preparation of construction drawings defining the roadway plan and profile with associated drainage and stormsewer improvements. The services included route surveys, design surveys and construction support surveys.

Construction Dollar Value: estimated \$5,000,000

**FM 1826 Turn and Deceleration Lane -**

Client: Seton Network Facilities

Date Services Provided: 1998

Scope of Services: Design Schematics, Preparation of Plans, Basic Hydraulic Design

Description: Coordination meetings were conducted with Travis County and TxDOT regarding the necessity for turn lane and deceleration lane improvements to FM 1826 for accessing the newly constructed Seton Southwest Ambulatory Care Center. Schematic designs were prepared and submitted to TxDOT to facilitate approval for design. Construction plans were prepared to TxDOT standards describing the road section and drainage improvements required to incorporate the needed modification into the existing roadway.

Construction Dollar Value: estimated \$450,000

**Interstate 35 Exit Ramp Relocation (Exit 253 in Round Rock, Texas) -**

Client: Highland Management, Inc.

Date Services Provided: 1998-2000

Scope of Services: Design Schematic, Preparation of Plans, Basic Hydraulic Design

Description: Coordination with TxDOT was conducted to provide for the 250 foot relocation of an existing Interstate 35 exit ramp. The necessary design schematics and coordination meetings were conducted to provide for establishment of the design criteria. Construction plans describing the ramp design and associated drainage improvements were prepared to TxDOT standards.

Construction Dollar Value: estimated \$250,000

**ENGINEER AND SUBCONSULTANT SUBMITTALS**



**Gray ♦ Jansing & Associates, Inc.**

- **IRS Form W-9**
- **General Liability, Workers Compensation and Auto Insurance  
Certificates**
- **Professional Liability Insurance Certificate**

Form **W-9**

(Rev. December 2000)

Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**Give form to the  
requester. Do not  
send to the IRS.

Please print or type	Name (See <b>Specific Instructions</b> on page 2.) <b>David W. Gray Engineering, Inc.</b>	
	Business name, if different from above. (See <b>Specific Instructions</b> on page 2.) <b>Gray-Jansing &amp; Associates, Inc.</b>	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	Address (number, street, and apt. or suite no.) <b>8217 Shoal Creek Blvd., Suite 200</b>	
City, state, and ZIP code <b>Austin, TX 78757</b>		Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
7	4	2	5	3	3	9	0	1

List account number(s) here (optional)

**Part II For U.S. Payees Exempt From  
Backup Withholding** (See the  
instructions on page 2.)**Part III Certification**

Under penalties of perjury, I certify that:

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

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

Sign  
HereSignature of  
U.S. person ▶

Date ▶

3/19/01

**Purpose of Form**

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

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

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

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

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

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois  
☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois  
☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario  
☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida  
☒ STATE FARM LLOYDS, Dallas, Texas

Insures the following policyholder for the coverages indicated below:

Name of policyholder GRAY JANSING & ASSOCIATES, INC  
 Address of policyholder 8217 SHOAL CREEK BLVD #200 AUSTIN, TX 78757 7500  
 Location of operations AUSTIN, TX  
 Description of operations CONSULTING ENGINEER

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
90-62-0292-7	Comprehensive Business Liability	04/14/00	04/14/01	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:		<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/>		Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ EXCLUDED
90-15-4956-3	EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella <input type="checkbox"/> Other	01/24/00	01/24/01	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence \$ 1,000,000 Aggregate \$ 1,000,000
90-GJ-1803-3	Workers' Compensation and Employers Liability	07/01/00	07/01/01	Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ 100,000 Disease Each Employee \$ 100,000 Disease - Policy Limit \$ 500,000
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
U02-6601 53	AUTO	06/08/00	06/08/01	500/500/100

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

WILLIAMSON COUNTY  
 710 MAIN STREET  
 GEORGETOWN, TX 78626

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative

AGENT

03/20/01

Title

Date

Agent's Code Stamp

AFO Code F120

**ACORD. CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
03/13/01

**PRODUCER**  
 USI Insurance Services of TX  
 1946 South IH-35, Suite 301  
 Austin, TX 78704  
 512 443-0878

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

**INSURERS AFFORDING COVERAGE**

**INSURED**  
 Gray-Jansing & Associates, Inc.  
 82107 Shoal Creek, Suite 200  
 Austin, TX 78757

INSURER A: DPIC Companies

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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

INSTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b>				<b>EACH OCCURRENCE</b> \$
	<input type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>				<b>FIRE DAMAGE (Any one fire)</b> \$
	<input type="checkbox"/> <b>CLAIMS MADE</b> <input type="checkbox"/> <b>OCCUR</b>				<b>MED EXP (Any one person)</b> \$
					<b>PERSONAL &amp; ADV INJURY</b> \$
					<b>GENERAL AGGREGATE</b> \$
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>				<b>PRODUCTS-COMP/OP AGG</b> \$
	<input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>				
	<b>AUTOMOBILE LIABILITY</b>				<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$
	<input type="checkbox"/> <b>ANY AUTO</b>				<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/> <b>ALL OWNED AUTOS</b>				<b>BODILY INJURY (Per accident)</b> \$
	<input type="checkbox"/> <b>SCHEDULED AUTOS</b>				<b>PROPERTY DAMAGE (Per accident)</b> \$
	<input type="checkbox"/> <b>HIRED AUTOS</b>				
	<input type="checkbox"/> <b>NON-OWNED AUTOS</b>				
	<b>GARAGE LIABILITY</b>				<b>AUTO ONLY - EA ACCIDENT</b> \$
	<input type="checkbox"/> <b>ANY AUTO</b>				<b>OTHER THAN EA ACC</b> \$
					<b>AUTO ONLY: AGG</b> \$
	<b>EXCESS LIABILITY</b>				<b>EACH OCCURRENCE</b> \$
	<input type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>CLAIMS MADE</b>				<b>AGGREGATE</b> \$
					\$
	<input type="checkbox"/> <b>DEDUCTIBLE</b>				\$
	<input type="checkbox"/> <b>RETENTION</b> \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b>
					<b>E.L. EACH ACCIDENT</b> \$
					<b>E.L. DISEASE-EA EMPLOYEE</b> \$
					<b>E.L. DISEASE-POLICY LIMIT</b> \$
A	<b>OTHER Professional Liability</b>	PL112049	10/23/00	07/26/01	\$1,000,000 per claim \$1,000,000 annl aggr.

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

\*Except in event of non payment of premium

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

**CERTIFICATE HOLDER****ADDITIONAL INSURED; INSURER LETTER****CANCELLATION**

Williamson County  
 710 Main Street  
 Georgetown, TX 78626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30  $\pm$  DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**IMPORTANT**

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

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

**DISCLAIMER**

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

### **Austin Surveyors**

- **Letter of Confirmation to provide subconsultant surveying services.**
- **General Liability, Auto and Professional Liability Insurance Certificates**

**AUSTIN SURVEYORS**

P.O. BOX 198249  
AUSTIN, TEXAS 78719

2106 JUSTIN LANE #103  
(512) 454-6686

20 March 01

Mr. John M. Jansing, Jr. P.E.  
Gray • Jansing & Associates, Inc.  
8217 Shoal Creek Blvd. Suite 200  
Austin, Texas 78757


**Re: Survey Support for McNeil Road Improvements  
Williamson County Road Bond Program**

Dear Mr. Jansing,

This letter will confirm that Austin Surveyors commits to provide the necessary field surveys to support the route study and design for the McNeil Road Improvements. Since your contract is a multi task work authorization, we understand that the full scope of services that we provide, and the associated fees, cannot be determined at this time. The required certificates of insurance are attached.

If you have any questions please don't hesitate to call. We appreciate this opportunity to be of service to you.

Sincerely,

  
Claude F. "Skip" Hinkle, Jr. R.P.L.S.  
Partner

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
03/19/01
**PRODUCER**  
 USI Insurance Services of TX  
 1946 South IH-35, Suite 301  
 Austin, TX 78704  
 512 443-0878

 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
**INSURERS AFFORDING COVERAGE**
**INSURED**  
 Austin Surveyors  
 2105 Justin Lane, Suite 103  
 Austin, TX 78757
INSURER A: **Hartford Lloyds Insurance Company**INSURER B: **DPIC Companies**

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	61SBALF4339	09/08/00	09/08/01	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	61SBALF4339	09/08/00	09/08/01	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
B	OTHER Professional Liability	AEE0115250	09/03/00	09/03/01	\$500,000 per claim \$1,000,000 annl aggr.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**Project Reference: **McNeil Rd. Improvements**

\*Except in the event of non-payment

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

**CERTIFICATE HOLDER****ADDITIONAL INSURED/INSURER LETTER****CANCELLATION**
 Williamson County  
 710 Main Street  
 Georgetown, TX 78626

 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*James E. Zimmerman*



**IMPORTANT**

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

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

**DISCLAIMER**

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**Rodriguez & Huggins, Inc.**

- **Letter of Confirmation to provide subconsultant route study and schematic design services.**
- **General Liability and Auto Insurance Certificates**
- **Workers Compensation Insurance Certificate**
- **Professional liability Insurance Certificate**



RODRIGUEZ & HUGGINS, INC

CONSULTING ENGINEERS • 11211 TAYLOR DRAPER LN • SUITE 100 • AUSTIN, TEXAS 78759 • 512 231-9544 • FAX 512 231-9133

March 21, 2001

Mr. John M. Jansing, Jr., P.E.  
Gray ♦ Jansing & Associates, Inc.  
8217 Shoal Creek Blvd., Suite 200  
Austin, Texas 78757

Re: Planning Support for McNeil Road Improvements  
Williamson County Road Bond Program

Dear Mr. Jansing:

This letter will confirm that Rodriguez & Huggins, Inc., commits to provide subconsultant services to support the route study and schematic design preparation for the McNeil Road Improvements. We anticipate that these services will be provided through the completion of Tasks 1 and 2 as set forth in your Exhibit B, Services to be Provided by Engineer. The required certificates of insurance are attached.

If you have any questions please don't hesitate to call. We appreciate this opportunity to be of service to you.

Sincerely,  
RODRIGUEZ & HUGGINS, INC.

Mark E. Rodriguez, P.E.

TxDOT Form No. 20.102 (Rev. 12-91) Previous editions of this form may not be used.

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

**TEXAS**  
**DEPARTMENT OF TRANSPORTATION**  
**CERTIFICATE OF INSURANCE**



The named contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: the Texas Department of Transportation as an Additional Insured for coverages 3 and 4, and a Waiver of Subrogation in favor of the same department under coverages 2, 3 and 4. Only certificates of insurance published by this department are acceptable as proof of insurance. Commercial carriers' certificates are unacceptable.

**SECTION I - IDENTIFICATION DATA**

1.1 Insured Contractor's Name

**RODRIGUEZ & HUGGINS INC.**

1.2 Street/Mailing Address

**11211 TAYLOR DRAPPER SUITE 100**

1.3 City

**AUSTIN**

1.4 State

**TEXAS**

1.5 Zip

**78759**

1.6 Phone Number

Area Code **512** , **335-1754**

**SECTION II - TYPE OF INSURANCE**


Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. WORKERS' COMPENSATION	2.1 _____	2.2 _____	2.3 _____	Statutory - Texas
Endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation.				
3. COMMERCIAL GENERAL LIABILITY				
Bodily Injury/Property Damage	3.1 <u>PAS036123140</u>	3.2 <u>3-12-01</u>	3.3 <u>3-12-02</u>	\$325,000 combined single limit each occurrence and in the aggregate
Endorsed with the Texas Department of Transportation as an Additional Insured and endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation.				
4. TEXAS BUSINESS AUTOMOBILE POLICY				
A. Bodily Injury	4.1 <u>SBS37162873</u>	4.2 <u>3-12-01</u>	4.3 <u>3-12-02</u>	\$100,000 ea. person \$300,000 ea. occurrence
B. Property Damage	4.4 <u>SBS37162873</u>	4.5 <u>3-12-01</u>	4.6 <u>3-12-02</u>	\$25,000 ea. occurrence
Endorsed with the Texas Department of Transportation as an Additional Insured and endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation.				
5. UMBRELLA POLICY (If Applicable)				
	5.1 <u>PAS036123140</u>	5.2 <u>3-12-01</u>	5.3 <u>3-12-02</u>	\$ <u>2,000,000.00</u>

**SECTION III - CERTIFICATION**

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notice by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation, acting on behalf of the State of Texas, that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
<b>NORTHERN INSURANCE CO</b>			<b>CARL BURTON INS AGENCY</b>		
6.2 Company Address			7.2 Agent's Address		
<b>P.O. BOX 152103</b>			<b>8410 B ANDERSON MILL ROAD</b>		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
<b>IRVING</b>	<b>TEXAS</b>	<b>75015</b>	<b>AUSTIN</b>	<b>TEXAS</b>	<b>78729</b>
7.6 Authorized Agent's Phone No.			Original Signature of Authorized Agent		
Area Code <b>512</b> <b>1258-4197</b>					
			Date <b>2/20/01</b>		

TxDOT Form No. 20.102 (Rev. 12-91) Previous editions of this form may not be used.

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

**TEXAS  
DEPARTMENT OF TRANSPORTATION  
CERTIFICATE OF INSURANCE**


The named contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: the Texas Department of Transportation as an Additional Insured for coverages 3 and 4, and a Waiver of Subrogation in favor of the same department under coverages 2, 3 and 4. Only certificates of insurance published by this department are acceptable as proof of insurance. Commercial carriers' certificates are unacceptable.

**SECTION I - IDENTIFICATION DATA**

1.1 Insured Contractor's Name <b>RODRIGUEZ &amp; HUGGINS INC.</b>		
1.2 Street/Mailing Address <b>11211 TAYLOR DRAPPER SUITE 100</b>		
1.3 City <b>AUSTIN</b>	1.4 State <b>TEXAS</b>	1.5 Zip <b>78759</b>
1.6 Phone Number Area Code ( 512 ) <b>335-1754</b>		

**SECTION II - TYPE OF INSURANCE**

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
<b>2. WORKERS' COMPENSATION</b>				
	2.1 <b>6TXWC1001069</b>	2.2 <b>5-10-00</b>	2.3 <b>5-10-01</b>	<b>Statutory - Texas</b>
Endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation.				
<b>3. COMMERCIAL GENERAL LIABILITY</b>				
Bodily Injury/Property Damage	3.1 _____	3.2 _____	3.3 _____	<b>\$325,000 combined single limit each occurrence and in the aggregate</b>
Endorsed with the Texas Department of Transportation as an Additional Insured and endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation.				
<b>4. TEXAS BUSINESS AUTOMOBILE POLICY</b>				
A. Bodily Injury	4.1 _____	4.2 _____	4.3 _____	<b>\$100,000 ea. person \$300,000 ea. occurrence</b>
B. Property Damage	4.4 _____	4.5 _____	4.6 _____	<b>\$25,000 ea. occurrence</b>
Endorsed with the Texas Department of Transportation as an Additional Insured and endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation.				
<b>5. UMBRELLA POLICY (If Applicable)</b>				
	5.1 _____	5.2 _____	5.3 _____	<b>\$ _____</b>

**SECTION III - CERTIFICATION**

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation, acting on behalf of the State of Texas, that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company <b>FIRST AMERICAN INSURANCE COMPANY</b>			7.1 Name of Authorized Agent <b>CARL BURTON INSURANCE AGENCY</b>		
6.2 Company Address <b>P.O. BOX 819045</b>			7.2 Agent's Address <b>9410 B ANDERSON MILL ROAD</b>		
6.3 City <b>DALLAS</b>	6.4 State <b>TEXAS</b>	6.5 Zip <b>75381</b>	7.3 City <b>AUSTIN</b>	7.4 State <b>TX</b>	7.5 Zip <b>78729</b>
7.6 Authorized Agent's Phone No. Area Code ( 512 ) <b>258-4197</b>			Original Signature of Authorized Agent <i>Amber Penney</i> Date <b>5-28-00</b>		

04/03/2001

**ACORD - CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
07/14/00**PRODUCER**

USI Insurance Services of TX  
1946 South IH-35, Suite 301  
Austin, TX 78704  
512 443-0878

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**INSURERS AFFORDING COVERAGE****INSURED**

Rodriguez and Huggins, Inc.  
11211 Taylor Draper Lane #100  
Austin, TX 78759

INSURER A: DPIC Companies

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
				PERSONAL & ADV INJURY \$
				GENERAL AGGREGATE \$
				PRODUCTS-COMP/OP AGG \$
GEN'L AGGREGATE LIMIT APPLIES PER:				
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (\$s accident) \$
<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS				
<b>DAMAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
				AUTO ONLY: AGG \$
<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
				\$
<input type="checkbox"/> DEDUCTIBLE				\$
<input type="checkbox"/> RETENTION \$				\$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU- TORY LIMITS OTH- ER
				E.L. EACH ACCIDENT \$
				E.L. DISEASE-EA EMPLOYEE \$
				E.L. DISEASE-POLICY LIMIT \$
<b>A OTHER Professional Liability</b>	PL517958	07/22/00	07/22/01	\$2,000,000 per claim \$2,000,000 annl aggr.

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

\*Except in event of nonpayment

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

**CERTIFICATE HOLDER****ADDITIONAL INSURED/INSURER LETTER****CANCELLATION**

Rodriguez & Huggins, Inc.  
11211 Taylor Draper Lane, #100  
Austin, TX 78759

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER/ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James E. Janner

### **Aerial Data Services**

- **Proposal for aerial photography and digital mapping services.**



FULL-SERVICE AERIAL PHOTOGRAPHY  
AND PHOTOGRAMMETRY

March 21, 2001

Mr. John M. Jansing, Jr. P.E.  
Gray Jansing & Associates, Inc.  
8217 Shoal Creek Blvd., Suite 200  
Austin, Texas 78757-7592

Dear Mr. Jansing:

Per your request, Aerial Data Service, Inc. is pleased to present our revised proposal for aerial photography and digital mapping to include digital orthophotos for a two (2) mile wide corridor of the McNeil Road Project, in Williamson County, Texas. The project begins at I-35 and extends south for approximately 4.5 miles to Howard Lane. The width of the mapping corridor will be approximately 500' wide. Mapping limits shown on enclosed map.

All mapping will be performed using standard industry procedures and will meet or exceed National Map Standards for the map scale proposed. Please see the enclosed map features.

#### **I. Aerial Photography**

Obtain new black-and-white aerial photography suitable for the preparation of the proposed mapping.

Additional, new black-and-white high altitude aerial photography will be obtained at an altitude of approximately 9,000' AMT for digital mapping.

#### **II. Ground Control**

Gray Jansing & Associates, Inc. shall provide all ground control required for preparation of the proposed mapping.

#### **III. Digital Mapping**

Digital data will be collected for planimetric features at 1" = 50' scale.

Digital terrain model (DTM) data will be collected for breaklines and mass points and used for the determination of contours at 1' intervals.

Digital data will be provided in specified formats compatible with Gray Jansing & Associates, Inc.'s computer system.

8301 EAST 51ST STREET  
SUITE 100  
TULSA, OK 74145  
PHONE: 918-622-4144  
1-800-888-9163  
FAX: 918-622-4119



#### IV. Digital Orthophotos

Prepare digital orthophoto images from aerial photography obtained for digital mapping.

Aerial film will be scanned at 24 micrometers, producing a pixel resolution of approximately 0.25' in ground units. Differential rectification is performed to remove image displacement due to topographical relief and aircraft tip and tilt. The resulting digital orthophoto is a scale correct representation of the terrain surface.

Also prepare digital orthophoto images from the high altitude aerial photography of a two (2) mile wide corridor.

Aerial film will be scanned at 24 micrometers, producing an output pixel resolution of approximately 1.5', as specified by Gray Jansing & Associates, Inc.

Soft-copy image data will be provided in specified formats compatible with Gray Jansing & Associates, Inc.'s computer system.

#### V. Schedule

Schedule shall be determined by mutual agreement.

#### VI. Items to Deliver

Aerial Photography:

1. One (1) set of contact prints.

Digital Mapping data in TxDOT Format:

1. Digital planimetric data in Microstation format.
2. Digital terrain model (DTM) data in GeoPak format.
3. Edited 1' contours in Microstation format.
4. Digital orthophotos with .25' pixels in specified format on CD-ROM.
5. Digital orthophotos for the high altitude, with 1.5' pixels in specified format on CD-ROM.

Digital Mapping data in AutoCAD Format:

1. Digital planimetric data in AutoCAD format.
2. Digital terrain model (DTM) data in specified format.
3. Edited 1' contours in AutoCAD format.
4. Digital orthophotos with .25' pixels in specified format on CD-ROM.
5. Digital orthophotos for the high altitude, with 1.5' pixels in specified format on CD-ROM.

## VII. Fee

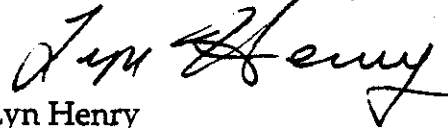
Our fee for the proposed services is:

Aerial photography, digital mapping and orthophotos .....\$28,504.34

Thank you for the opportunity to submit this proposal. If further information is required, or if we may be of assistance, please contact us. To accept this proposal, please sign below and return the original to Aerial Data Service, Inc.

Sincerely,

AERIAL DATA SERVICE, INC.

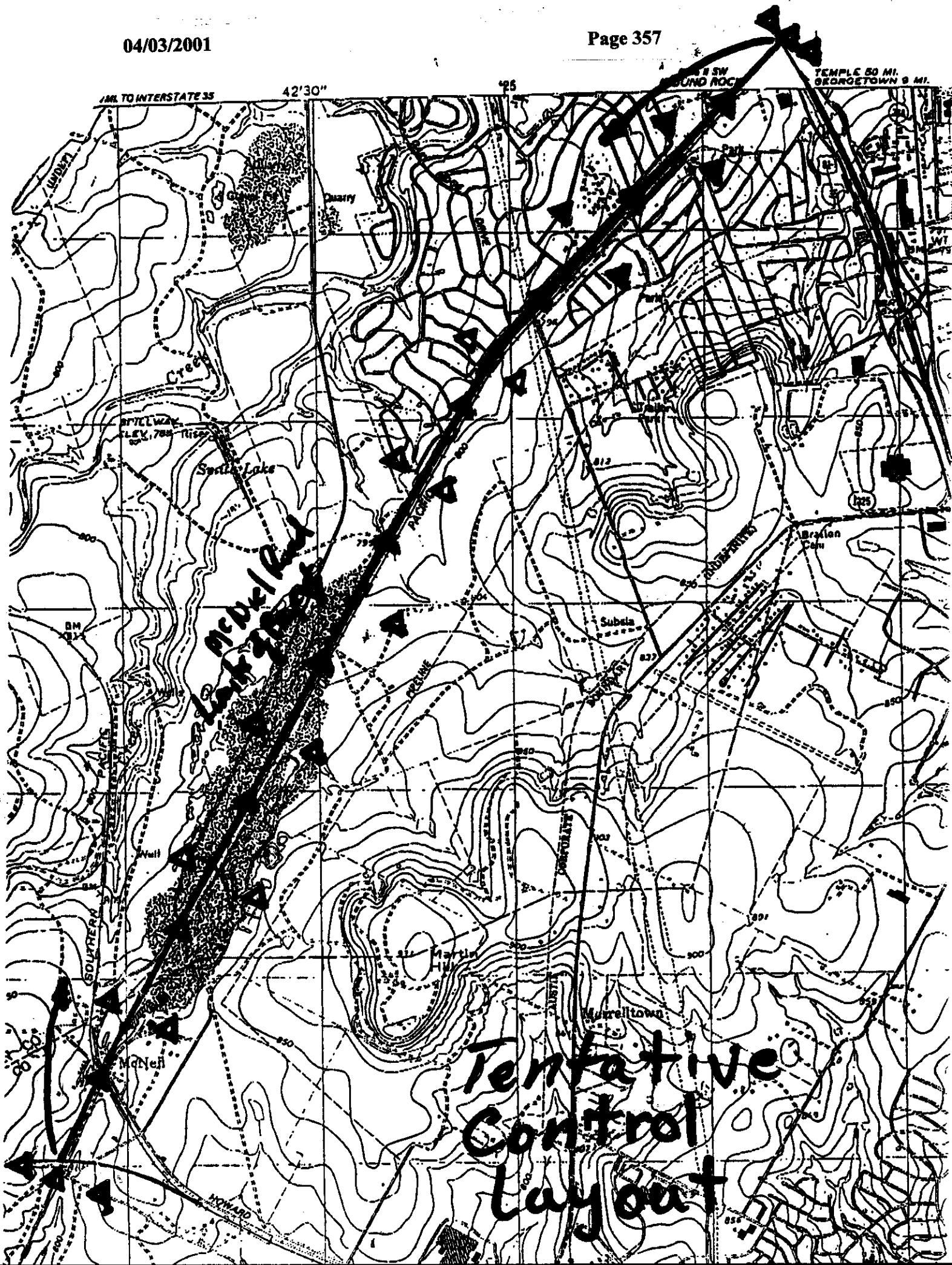


Lyn Henry  
Vice President

ACCEPTED this \_\_\_\_\_ day

of \_\_\_\_\_, 2001

BY: \_\_\_\_\_  
LH: tsga



Contract No. Countywide Safety/Mobility - Alliance Texas Engineering Company

### Checklist

#### Prior to Initiation of Work

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

#### Course of Work

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

#### Notices (as applicable)

**Contract No.** \_\_\_\_\_

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

**Documentation for Payment**

- ☒ Internal Revenue Form W-9
- ☐ Invoice for Services Rendered
  - ☐ Supporting Documentation
  - ☐ Report of Completion Percentage
- ☐ Invoice for Reimbursables
  - ☐ Proof of prior payment by Engineer of Reimbursables

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**PROFESSIONAL SERVICES AGREEMENT**

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**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This Agreement is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Alliance-Texas Engineering Company (*the "Engineer"*).

WHEREAS, *County* proposes to construct a series of transportation improvements at various locations throughout the County;

WHEREAS, *County* desires to obtain professional services for Transportation Engineering Studies and Design (*the "Project"*);

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

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

**Section I**  
**Employment of the Engineer**

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

**Section II**  
**Basic Services of the Engineer**

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Judge*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.
- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.



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- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
  2. The following documents shall be used in the development of the **Project**:
    - a. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:
      - i) The 1998 reprint of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways
      - ii) The September 31, 1998, Federal Highway Administration (FHWA) Mandate from the National Cooperative Highway Research (NCHRP), Report 350
    - b. Texas Department of Transportation Construction Manual
    - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 (English units)
    - d. National Environmental Policy Act (NEPA)
    - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
    - f. Americans with Disabilities Act (ADA) Regulations
    - g. U.S. Army Corps Regulations
    - h. Southern Building Code
    - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
    - j. National Electrical Code (most current version)
    - k. Williamson County Bond Program Standard Procedures Manual
    - l. TxDOT Bridge Division Foundation Manual
  3. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
  4. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

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**Section III**  
**Fee schedule**

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

**Section IV**  
**Period of Service**

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within N/A calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached

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hereto and made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Engineer* may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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

#### Section V Coordination with the County

- A. The *County Judge* will act on behalf of *County* with respect to the work to be performed under this Agreement. The *County Judge* shall have complete authority to interpret and define *County's* policies and decisions with respect to *Engineer's* services. The *County Judge* may designate representatives to transmit instructions and receive information.
- B. *Engineer* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Judge* in substantially the form of Attachment A to Exhibit I.
- C. *Engineer* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this

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Agreement, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.

- D. *Engineer* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Engineer's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Engineer* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County Judge*.

#### Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. . The completeness of any engineering work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However,

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any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.

- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

#### **Section VII Revision to Work Product**

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

#### **Section VIII Engineer's Responsibility and Liability**

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.

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- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. *Engineer* shall indemnify, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of *Engineer* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *Engineer* shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of *Engineer* shall be classified as an employee of *County*.

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### Section IX Ownership of Documents

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

### Section X Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* 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 *Engineer* reasonable advance notice of intended audits.
- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and



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appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.

- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

### Section XI Miscellaneous

- A. **Severability.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **Venue.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer's** firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for **Engineer**) to solicit or secure the work provided by the Agreement.
  - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
  - (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: Alliance-TexasEngineering Company  
100 E. Anderson Lane, Suite 300  
Austin, Texas 78752

COUNTY: Williamson County (or successor)  
\_\_\_\_\_  
\_\_\_\_\_

with copy to: Honorable Gene Taylor (or successor)  
Williamson County Attorney  
\_\_\_\_\_  
\_\_\_\_\_

Attn: File No.

and to: Prime Strategies, Inc.  
1598 South Lamar Blvd.  
Austin, Texas 78704  
Attn: Michael Weaver

and to: Pena Swayze & Co., LLP  
303 East Main Street  
Round Rock, Texas 78664  
Attn: Mike Swayze

and to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns.

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Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

- I. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. ***Taxpayer Identification.*** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. ***Compliance with Laws.*** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. ***Reports of Accidents.*** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the *County*, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the *County* a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.
- M. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- N. ***Captions Not a Part Hereof.*** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.

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- P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a Texas Corporation, duly authorized to transact and do business in the State of Texas.
- Q. ***Acknowledgement.*** As a duly authorized representative of ***Engineer***, I acknowledge by my signature below that I have read and understand the above paragraphs and that ***Engineer*** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. ***Definition of Engineer.*** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

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EXECUTED this 26 day of March, 2001.

THE ENGINEER:

BY: B. D. Van De Walle

Printed Name: Brian D. Van De Walle

Title: Principal

WILLIAMSON COUNTY:

BY: John C. Daerfler  
John C. Daerfler  
Williamson County Judge

Reviewed as to Form By:

\_\_\_\_\_  
County Attorney

Funds Verified By:

\_\_\_\_\_  
County Auditor

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**EXHIBIT I****COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

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

**SECTION 1 - BASIS FOR COMPENSATION**

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ N/A – to be determined by individual work authorizations.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

**SECTION 2 - NOT-TO-BE-EXCEEDED FEE**

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

**SECTION 3 – WORK AUTHORIZATIONS**

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be

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performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

#### **SECTION 4 - ADDITIONAL SERVICES**

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$ 200,000, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

#### **SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION**

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

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**ATTACHMENT A****WORK AUTHORIZATION NO. 1**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Alliance-Texas Engineering Company. (*the "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services:

1. Meet with other project consultants to review list of known problem locations and determine those to be studied by Alliance-Texas Engineering Company. Up to thirty (30) locations will be studied under this work authorization.
2. Obtain available mapping, plans, traffic counts, studies and other information for each of the prioritized locations.
3. Undertake field review at each project location to determine extent of apparent operational/safety problems, assess data collection needs, obtain photos, etc.
4. Prepare summary of locations with description of apparent operational/safety problems, schedule data collection, and assign implementation priorities based on field review, list of known problem locations from county, and accident information.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$20,000.00.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate 33 calendar days from receipt of authorized agreement, unless extended by a Supplemental Work Authorization.

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



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## ATTACHMENT A (con't.)

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

ENGINEER:

Alliance-Texas Engineering Company

By: B. D. Van De Walle  
SignatureBrian D. Van De Walle, P.E.  
Printed NameVice President  
Title\_\_\_\_\_  
Date

COUNTY:

Williamson County, Texas

By: John C. Doerfler  
SignatureJohn C. Doerfler  
Printed NameCounty Judge  
Title4-3-01  
Date

## LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

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**EXHIBIT A**

**SERVICES TO BE PROVIDED BY COUNTY**

1. Meet with *Engineer* to discuss schedule and scope of work.
2. Provide list of known problem locations with priorities, if available.
3. Provide accident reports for past three years for each of the prioritized locations.
4. Provide available mapping, plans, traffic counts, studies or other information for each of the prioritized locations.

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**EXHIBIT B**

**SERVICES TO BE PROVIDED BY ENGINEER**

1. Meet with other project consultants to review list of known problem locations and determine those to be studied by Alliance-Texas Engineering Company. Up to thirty (30) locations will be studied as part of this work authorization.
2. Obtain available mapping, plans, traffic counts, studies and other information for each of the prioritized locations.
3. Undertake field review at each project location to determine extent of apparent operational/safety problems, assess data collection needs, obtain photos, etc
4. Prepare summary of locations with description of apparent operational/safety problems, schedule data collection, and assign implementation priorities based on field review, list of known problem locations from *County*, and accident information.

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**EXHIBIT C**

**WORK SCHEDULE**

The *Engineer* shall complete the work authorization within 33 calendar days, commencing upon the issuance of a Notice to Proceed, and receipt of documents to be provided by the *County* as specified in Exhibit A.

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

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**EXHIBIT D**

**FEE SCHEDULE**

The *Engineer* shall be paid for the performance of the services described in Exhibit B according to the fee schedule set forth below; provided, however, the total amount paid by the *County* to the *Engineer* under this work authorization shall not exceed \$20,000.00.

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**EXHIBIT II**  
**HOURLY RATES**

Principal .....	\$90 - \$110
Senior Transportation Engineer/Planner .....	\$75 - \$100
Transportation Engineer .....	\$70 - \$90
CADD Technician .....	\$50 - \$65
Transportation Analyst .....	\$55 - \$65
Clerical Support .....	\$30 - \$45
Reimbursable .....	Cost + 10%
Mileage .....	\$0.31 / mile
Expert Witness Testimony .....	\$220

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**EXHIBIT III****COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

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

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**EXHIBIT IV****PRODUCTION SCHEDULE**

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

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



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**EXHIBIT V****PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

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

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

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

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

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

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**EXHIBIT VI****EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. *Engineer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. *Engineer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. *Engineer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. *Engineer* will, in all solicitations or advertisements for employees placed by or on behalf of *Engineer*, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. *Engineer* will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of *Engineer's* obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. *Engineer* will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. *Engineer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of *Engineer's* non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and *Engineer* may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. *Engineer* will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. *Engineer* will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such

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provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

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**EXHIBIT VII****INSURANCE REQUIREMENTS**

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

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

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

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

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

**APPENDIX A****SCOPE OF SERVICES**

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

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

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

**APPENDIX B**

**CONTRACTOR'S QUALIFICATIONS STATEMENT**

Alliance-Texas Engineering Company is an engineering consulting business, which provides transportation engineering and planning services. The firm is a Class S corporation, which conducts business primarily in the state of Texas. The company's corporate offices are located in Austin, Texas and provide engineering consulting services to both private and public sector clients. Private sector clients include land developers, property owners, and large corporations. Public sector clients will include state agencies, counties, and municipalities.

Alliance-Texas Engineering Company is based on the philosophy of providing quality traffic engineering and transportation planning services to our clients. We focus primarily on serving municipalities, private developers, and other engineering-consulting firms. The goal of this corporation is to assist clients in solving their transportation needs. Our objectives regarding private developers is to assist them in conducting Traffic Impact Analyses that are required by governing agencies to secure approval of site plans in association with zoning regulations. We also work with municipalities in Texas that have the need for traffic engineering services. In addition, we work with other engineering firms in the development field that do not have a specific expertise in the field of traffic engineering and transportation planning.

The firm has transportation planning and engineering resources comparable to the largest engineering and planning firms based in Texas with the personal touch of experienced local staff. The principals of the firm have a recognized professional presence in Texas that dates back to 1991. Relevant projects include long-range transportation plans, thoroughfare plans, traffic impact studies, parking studies, traffic signal design, and traffic signal timing plans.

## ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
03/13/01

## PRODUCER

AIC-SUN BELT GROUP, INC.  
6101 BALCONES DR #200  
AUSTIN TX 78731  
512-452-0611THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

## COMPANY

A HARTFORD LLOYDS INS CO

## COMPANY

B GENERAL INSURANCE CO OF AMERICA

## COMPANY

C

## COMPANY

D

## INSURED

ALLIANCE - TEXAS ENGINEERING CO  
100 E ANDERSON LN, STE 300  
AUSTIN TX 78752

## COVERAGES

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

CC LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNERS & CONTRACTORS PROT	65 SBA KT2941	10/15/00	10/15/01	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADJ INJURY \$ 2,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one loss) \$ 300,000 MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRE/AUTO X NON-OWNED AUTOS	65 SBA KT2941	10/15/00	10/15/01	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	CARAGE LIABILITY ANY AUTO				AUTO ONLY - EX AGGREGATE \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY X UMBRELLA FORM OTHER THAN UMBRELLA FORM	65 SLA KT 2941	10/15/00	10/15/01	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1106 PREFERENCE PARTIAL/EXECUTIVE OFFICE STATE INC. OTHER EXCL.				WORKERS' COMP 100% BENEFIT EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
B	PROFESSIONAL LIABILITY	CM7850864C	10/27/00	10/27/01	\$1,000,000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER IS SHOWN AS ADDITIONAL INSURED ON GENERAL LIABILITY

FAX 4921-2085

## CERTIFICATE HOLDER

WILLIAMSON COUNTY COURTHOUSE  
ATTN BRIAN  
710 MAIN ST, 2ND FLOOR  
GEORGETOWN, TX 78626

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*S. J. Cisneros*



Form **W-9**

(Rev. December 2000)

Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**Give form to the  
requester. Do not  
send to the IRS.

Please print or type	Name (See Specific Instructions on page 2.) <b>Alliance - Texas Engineering Company</b>																																														
	Business name, if different from above. (See Specific Instructions on page 2.)																																														
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶																																														
	Address (number, street, and apt. or suite no.) <b>100 E. Anderson Lane, Suite 300</b>																																														
City, state, and ZIP code <b>Austin, TX 78660</b>		Requester's name and address (optional) <b>Williamson County Commissioners Court</b>																																													
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.		List account number(s) here (optional)																																													
<table border="1"> <tr> <td colspan="9">Social security number</td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9">Employer identification number</td> </tr> <tr> <td>7</td><td>4</td><td>2</td><td>8</td><td>5</td><td>1</td><td>4</td><td>3</td><td>2</td> </tr> </table>		Social security number																		or									Employer identification number									7	4	2	8	5	1	4	3	2	<b>Part II For U.S. Payees Exempt From Backup Withholding</b> (See the instructions on page 2.)
Social security number																																															
or																																															
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**Part III Certification**

Under penalties of perjury, I certify that:

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

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

Sign  
HereSignature of  
U.S. person ▶Date ▶ **3/26/01****Purpose of Form**

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

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

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

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

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

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

**AGENDA ITEM 33**

Discuss and take any appropriate action on road bond program issues.

Mike Weaver of Prime Strategies and Don Bizzell of Steger & Bizzell Engineering, Inc., discussed payment options for fees associated with the location and/or relocation of utility placement on road projects.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve reimbursement to Steger & Bizzell Engineering, Inc., for fees associated with the location of utility placement on the proposed road from SH 29 to FM 2243.

Vote: **4 – 0** with Commissioner Heiligenstein absent from the dais.

< Attachment >