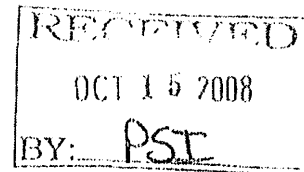


Contract No.

W. C. Gossard & Associates, Inc.

*for review only*



### 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 *per-qualified / assuming field work*
- ☐ 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

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

**PROFESSIONAL SERVICES AGREEMENT**

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**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

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

WHEREAS, *County* proposes to construct a traffic signal and left-turn lane on US 183 at FM 3405 ;

WHEREAS, *County* desires to obtain professional services for the design of a traffic signal and left-turn lane on US 183 at FM 3405 (*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 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
    - b. Texas Department of Transportation Construction Manual, latest edition
    - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
    - d. National Environmental Policy Act (NEPA)
    - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
    - f. Americans with Disabilities Act (ADA) Regulations
    - g. U.S. Army Corps Regulations
    - h. Southern Building Code, latest edition
    - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
    - j. National Electrical Code, latest edition
    - k. Williamson County Design Criteria & Project Development Manual, latest edition
    - l. TxDOT Bridge Division Foundation Manual, latest edition
  3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
  4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
  5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

### Section III

### Fee schedule

- A. For and in consideration of the performance by **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 150 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. **County** may unilaterally 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 **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **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** constructible, **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, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF 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 or 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*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

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

- A. *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.*** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. ***Venue and Governing Law.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. ***Equal Opportunity in Employment.*** *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 bona fide 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 bona fide 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: Brown & Gay Engineers, Inc.  
7000 North Mopac, Suite 330  
Austin, Texas 78731  
Attn: Federico Mendoza, PE, PTOE

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

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

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

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

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. **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.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that **Engineer** is a corporation registered with the Texas Board of Professional Engineers (No. 1046) duly authorized to transact and do business in the State of Texas.
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** **County's** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County's** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of



the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. **Acknowledgement.** As a duly authorized representative of **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.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **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.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

THE ENGINEER:

Brown & Gay Engineers, Inc.

WILLIAMSON COUNTY:

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

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

Printed Name: David C. Johnston, PE

\_\_\_\_\_  
Williamson County Judge

Title: Senior Vice President

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

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

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

\_\_\_\_\_  
County Contracts  
Management Auditor

OK  
12/15/07

## 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 \$ 92,356.00 (Ninety two thousand three hundred fifty six dollars).
- 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 actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* 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 \$ 101,600.00 (One hundred and one thousand six hundred dollars), 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*.

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 Brown & Gay Engineers, Inc. (*the "Engineer"*).

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

The engineer will prepare a traffic signal PS&E and preliminary left-turn lane widening plan for the intersection of US 83 at FM 3405 in Liberty Hill, as detailed in Exhibit B.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$ 23,058.00.

**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 December 31, 2009, 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.

OK  
12/15/08

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ENGINEER:  
Brown & Gay Engineers, Inc.  
By: [Signature]  
Signature  
David C. Johnston, PE  
Printed Name  
Senior Vice President  
Title

COUNTY:  
Williamson County, Texas  
By: [Signature]  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
County Judge  
Title

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 Brown & Gay Engineers, Inc. (*the "Engineer"*).

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

The engineer will prepare a PS&E for construction of a left-turn lane on US 183 at FM 3405 in Liberty Hill, and a Categorical Exclusion (CE) environmental document, as detailed in Exhibit B.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$ 69,298.00.

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 December 31, 2009, unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this \_\_\_\_ day of \_\_\_\_, 200\_\_.

ENGINEER:  
Brown & Gay Engineers, Inc.  
By: David C. Johnston, PE  
Signature  
David C. Johnston, PE  
Printed Name  
Senior Vice President  
Title

COUNTY:  
Williamson County, Texas

By: [Signature]  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
County Judge  
\_\_\_\_\_  
Title

OK 12/15/07  
M

**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 II**

**HOURLY RATES**

1. Senior Engineer.....**\$ 145.00**
2. Graduate Engineer.....**\$ 90.00**
3. Technician.....**\$ 78.00**
4. Secretary/Clerical.....**\$ 67.00**
5. Expert Witness Testimony.....**\$ 300.00**
6. Sr. Project Manager.....**\$ 168.00**
7. Project Engineer.....**\$ 115.00**



**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. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. **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 \$ 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 \$ N/A 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 \$ 2,000,000 per claim, 4,000,000.
- 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**

**ENGINEER'S QUALIFICATIONS STATEMENT**

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY THE COUNTY**

The County will provide the following services:

1. All existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities within the limits of the project.
2. Any available as-built or proposed improvement plans or files of the intersections.
3. Available existing right of way plans for the project location.
4. Example estimates, general notes and standards, sample specification lists and related hard copy documentation for use in preparing the preliminary estimate, general notes and specifications.
5. Interface with local, regional, State or Federal agencies on behalf of the Engineer, if applicable.
6. Negotiate with all the utility companies for any agreements and/or relocation required.
7. Timely review and decisions necessary for the Engineer to maintain the contracted project schedule.

## **EXHIBIT B**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

The Engineer will prepare plans, specifications and estimates (PS&E) for traffic signal installation and left turn lane construction at the following location:

1. US 183 at FM 3405, in Liberty Hill

The PS&E will be prepared in accordance with the Texas Department of Transportation (TxDOT) design guidelines, standards and specifications. The design will be accomplished in two work authorizations:

- **Work Authorization #1** services will include 1) the completion of the traffic signal PS&E; 2) the preparation of a preliminary left turn lane widening plan to define the future edge of pavement (including the tie-in with future CR 214) to ensure that the location of signal poles will not conflict with future roadway and drainage features; and 3) a preliminary cost estimate for the left turn lane.
- **Work Authorization #2** services will include the PS&E preparation for left turn lane widening and the preparation of a Categorical Exclusion (CE) for the roadway widening project.

The Engineer will perform the following tasks:

#### **Work Authorization #1**

##### **A. Traffic signal Plans**

The traffic signal plan is currently at 60% design level, for a 4-lane undivided roadway configuration. This plan will be modified to the proposed roadway configuration which will include the proposed left turn lane and tie-in to future CR 214. Then the plan will be developed from 60% to a final plan. The following tasks will be performed:

- A field review of the intersection will be performed to record any changes since the time the 60% plan was developed.
- The traffic signal layouts will be finalized, showing all proposed signal features, phasing diagrams, electrical schedules, vehicle detection and other miscellaneous items related to the signal installation
- Traffic signal elevation layout will be finalized
- Pavement markings and signing layout will be finalized. The plans will include advance warning signs with solar panel powered flashing beacons for the southbound and westbound approaches to the intersection, which are

necessary due to limited sight distance on those approaches to the intersection.

- Traffic signal pole and foundation standards with quantities will be prepared
- Other signal standards and details will be assembled
- Signal quantity summary sheet will be prepared
- Title and index sheet will be prepared
- Construction cost estimate and construction time estimate will be prepared
- A list of applicable specifications and special provisions will be prepared
- General notes will be prepared
- Meetings will be conducted for kick-off and 90% plan review

#### **B. Preliminary Left Turn Lane Plans**

The preliminary left turn lane widening plan will be prepared based on an available field survey of US 183 that extends from south of the N San Gabriel River to 900 feet north of FM 3405. The following tasks will be performed:

- Prepare a preliminary typical section for the existing and proposed conditions
- Prepare a preliminary plan showing the proposed left turn lane geometry, corner tie-in points with FM 3405 and future CR 214, approximate ditch flow lines and any significant drainage features
- Prepare preliminary quantity estimates and a preliminary cost estimate for construction of the left turn lane

#### **Work Authorization #2**

#### **C. Field Surveys**

A topographic survey of US 183 at FM 3405 is available and extends from south of the N San Gabriel River to 900 feet north of the FM 3405 intersection. The estimated length for the left turn lane north of the intersection will extend for approximately 1,400 feet north, including storage, deceleration, tapers and pavement transition lengths. Therefore, it will be necessary to extend this survey an additional 500 feet to the north.

#### **D. Left turn Lane Design**

The proposed left turn lanes will consist of a southbound left turn lane for FM 3405 and a northbound left turn lane for future CR 214. The left turn lane design plans will include the following tasks:

- Utility demarcation will be requested that extends the entire length of proposed roadway construction. A One Call (1-800-DIG-Tess) will be made prior to the field measurements.
- Typical sections will be prepared for the left turn lane widening.
- Roadway plans will be prepared at a scale of 1"=40', and will show all roadway and drainage work. Drainage work will consist of the relocation of driveway culverts. It is anticipated all roadway work will be accomplished within the existing right-of-way.
- Pavement marking and signing plans will be prepared
- Roadway cross sections will be prepared with Geopak every 50 feet
- Traffic control plans will be prepared to include:
  - Typical sections
  - Plans for a single phase of construction
  - SWPPP
- PS&E preparation will include the following:
  - Title sheet
  - Index sheet
  - Location map
  - Estimate summary tables
  - Small sign summaries
  - Standard drawings and details
  - Quantity take-offs
  - General notes
  - A list of applicable specifications and special provisions
  - Construction cost estimate
  - Construction time estimate
- Meetings will be conducted for kick-off, at 60% and at 90% plan review. The meetings will include TxDOT staff as well as Williamson County staff.

#### **E. Environmental Documents**

A Programmatic Categorical Exclusion (PCE) document will be prepared for review by Williamson County and TxDOT in accordance with the Standards of Uniformity (SOUs) for PCEs, dated July 18, 2008. Preparation of the PCE includes:

- Field visits
- PCE document composed of:
  - Existing Facility

- Need and Purpose
- Proposed Action
- Potential Areas of Environmental Concern
  - Land Use
  - Section 4(f)
  - Community Impacts
  - Environmental Justice
  - Limited English Proficiency
  - Cultural Resources
  - Water Resources
  - Biological Resources
  - Noise
  - Air
  - Hazardous Materials
- Public Involvement
- Conclusions
- Exhibits
- Agency Coordination

This task does not include permit preparation or permit submittals.

## EXHIBIT C PROJECT SCHEDULE

Description	Duration (Days)	1	2	3	4	5	6
US 183 at FM 3405	110 *						
WA#1 - Signal PS&E	55 *						
Notice to Proceed	0	◆					
Kickoff Meeting	0	◆					
Preliminary Left Turn Lane Plan	5						
90% Signal PS&E	25						
90% Review by County & TxDOT	10						
90% Review Meeting	0			◆			
Final Signal PS&E	10						
WA#2 - Left Turn Lane PS&E	100 *						
Field Surveys	20						
Left Turn Lane 60% Plans	23						
60% Review by County & TxDOT	10						
60% Review Meeting	0			◆			
90% PS&E Preparation	22						
90% Review by County & TxDOT	10						
90% Review Meeting	0					◆	
Final Left Turn Lane PS&E	22						
Environmental Report (CE)	35						
Environmental Report Review	43						
Environmental Report Final Submittal	22						

Company name Brown & Gay Engineers, Inc.
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US 183 at FM 3405  
Traffic Signal & Left Turn Lane  
Page 1 of 1

Exhibit C

**EXHIBIT D**  
**Fee Schedule**  
**SUMMARY**

**PRIME PROVIDER NAME:** Brown & Gay Engineers, Inc.

**CONTRACT NUMBER:** \_\_\_\_\_

**PROJECT NAME:** US 183 AT FM 3405

	DESCRIPTION OF WORK TASK	BROWN & GAY ENGINEERS, INC.	COX/McLAIN ENVIRONMENTAL CONSULTING	INLAND GEODETICS, L.P.	TOTAL COST
	WORK AUTHORIZATION #1				
	TRAFFIC SIGNAL PS&E	\$ 17,790.00			\$ 17,790.00
	LEFT TURN LANE PRELIMINARY DESIGN	\$ 4,664.00			\$ 4,664.00
	DIRECT COST	\$ 604.00			\$ 604.00
	WA #1 Subtotal	\$ 23,058.00			\$ 23,058.00
	WORK AUTHORIZATION #2				
	LEFT TURN LANE PS&E	\$ 47,705.00		\$ 2,250.00	\$ 49,955.00
	ENVIRONMENTAL (CATEGORICAL EXCLUSION)	\$ 15,120.00	\$ 3,269.00		\$ 18,389.00
	DIRECT COST	\$ 954.00			\$ 954.00
	WA #2 Subtotal	\$ 63,779.00	\$ 3,269.00	\$ 2,250.00	\$ 69,298.00
	Total Cost	\$ 86,837.00	\$ 3,269.00	\$ 2,250.00	\$ 92,356.00



**EXHIBIT D**  
**Fee Schedule**  
**Work Authorization #1**

PRIME PROVIDER NAME: Brown & Gay Engineers, Inc.

CONTRACT NUMBER: \_\_\_\_\_

PROJECT NAME: US 183 AT FM 3406

TASK DESCRIPTION	No. of Sheets	SENIOR PROJECT MANAGER	SENIOR ENGINEER	GRADUATE ENGINEER	ENGR TECH	SECRETARY/ CLERICAL	TOTAL LABOR HRS. & COSTS	TOTAL COST
<b>TRAFFIC SIGNAL PS&amp;E</b>								
FIELD REVIEW		1	3	3			7	\$ 873.00
UTILITY RESEARCH		(completed)					0	\$ -
EXISTING LAYOUT	1	(completed)					0	\$ -
TRAFFIC SIGNAL LAYOUT	2	4	8	12	16		40	\$ 4,160.00
SIGNAL ELEVATIONS LAYOUT	1	1	2	6			9	\$ 998.00
SIGNING, MARKINGS AND RAMP LAYOUT	1	1	2	8			9	\$ 998.00
POLE & FOUNDATION QUANTITY SHEETS	5	1	1	4	2		8	\$ 829.00
SIGNAL STANDARDS & DETAILS	30	1	2	4	8		13	\$ 1,288.00
SIGNAL QUANTITY SUMMARY SHEET	1	1	2	8	4		15	\$ 1,490.00
TITLE AND INDEX SHEET	1	1	1	4	8		14	\$ 1,297.00
CONSTRUCTION COST ESTIMATE		1	2	6			9	\$ 998.00
CONSTRUCTION TIME ESTIMATE			1	4			5	\$ 505.00
GENERAL NOTES		1	8			4	13	\$ 1,596.00
APPLICABLE SPECIFICATIONS LIST		1	4			2	7	\$ 882.00
MEETINGS (KICK-OFF & 90% MEETINGS)		6	8				12	\$ 1,878.00
							0	\$ -
							0	\$ -
							0	\$ -
	42						161	\$ 17,790.00
<b>LEFT TURN LANE PRELIMINARY DESIGN</b>								
TYPICAL SECTIONS	1	1	2	8			11	\$ 1,178.00
PLANS	2	2	4	12	4		22	\$ 2,308.00
CONSTRUCTION COST ESTIMATE		1	2	8			11	\$ 1,178.00
							0	\$ -
							0	\$ -
							44	\$ 4,664.00
<b>HOURS SUB-TOTALS</b>		23	47	82	40	6	199	
<b>CONTRACT HOURLY RATE</b>		\$168.03	\$145.00	\$90.00	\$78.00	\$67.00		
<b>DIRECT LABOR COSTS</b>		\$3,864.00	\$6,815.00	\$7,380.00	\$3,120.00	\$402.00	\$21,581.00	
<b>SUBTOTAL LABOR (FC 790)</b>							\$21,581.00	

DIRECT COST	Contract Rate	Unit	Quantity	Amount
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	100	\$10.00
11"x17" B/W Paper Copies	\$0.15	Sheet	550	\$82.50
11"x17" Mylar	\$2.00	Sheet	42	\$84.00
Overnight express-letter size (NTE \$15.00/ea.)	\$15.00	Each	1	\$15.00
Overnight express-oversized box (NTE \$30.00/ea.)	\$30.00	Each	4	\$120.00
Mileage	\$0.585	Per Mile	500.00	\$292.50
<b>SUBTOTAL DIRECT COST</b>				\$604.00
<b>TOTAL COST (FC 790)</b>				\$22,185.00

**EXHIBIT D**  
**Fee Schedule**  
**Work Authorization #2**

**PRIME PROVIDER NAME:** Brown & Gay Engineers, Inc.

**CONTRACT NUMBER:** \_\_\_\_\_

**PROJECT NAME:** US 183 AT FM 3405

TASK DESCRIPTION	No. of Sheets	SENIOR PROJECT MANAGER	SENIOR ENGINEER	GRADUATE ENGINEER	ENGR TECH	SECRETARY/ CLERICAL	TOTAL LABOR HRS. & COSTS	TOTAL COST
LEFT TURN LANE PS&E								
FIELD REVIEW		1	3	3			7	\$ 873.00
UTILITY RESEARCH		1	2	8			11	\$ 1,178.00
TYPICAL SECTIONS	2	1	2	4	20		27	\$ 2,378.00
ROADWAY PLANS	5	10	24	48	63		142	\$ 14,160.00
SIGNING & MARKINGS LAYOUT	5	4	8	16	20		48	\$ 4,832.00
TRAFFIC CONTROL PLANS	6	6	12	12	24		54	\$ 5,700.00
SWPPP LAYOUTS	2	1	2	4	12		19	\$ 1,754.00
ROADWAY QUANTITY SUMMARY SHEETS	2	2	2	8	8		20	\$ 1,970.00
ROADWAY CROSS SECTIONS	12	4	12	32			48	\$ 5,292.00
TITLE AND INDEX SHEET	1	1	2	4	8		15	\$ 1,442.00
STANDARDS & DETAILS	50	1	2	5	10		18	\$ 1,688.00
CONSTRUCTION COST ESTIMATE	2	1	2	8			11	\$ 1,178.00
CONSTRUCTION TIME ESTIMATE		1	2	4			7	\$ 818.00
GENERAL NOTES		1	2	6		4	13	\$ 1,266.00
MEETINGS (KICK-OFF, 60% & 90% MEETINGS)		12	8				20	\$ 3,176.00
	67						450	\$ 47,705.00
ENVIRONMENTAL								
CATEGORICAL EXCLUSION								
SITE VISIT & FIELD RECONNAISSANCE			8				8	\$ 1,160.00
PCE PREPARATION		8	48	16	24	8	104	\$ 12,162.00
AGENCY COORDINATION		2	8		4		14	\$ 1,808.00
							0	\$ -
							0	\$ -
							0	\$ -
							0	\$ -
							126	\$ 15,120.00
HOURS SUB-TOTALS		57	149	178	190	12	586	
CONTRACT HOURLY RATE		\$189.00	\$145.00	\$90.00	\$78.00	\$67.00		
DIRECT LABOR COSTS		\$9,576.00	\$21,605.00	\$16,020.00	\$14,820.00	\$804.00	\$62,825.00	
SUBTOTAL LABOR (FC 790)							\$62,825.00	

DIRECT COST	Contract Rate	Unit	Quantity	Amount
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	100	\$10.00
11"x17" B/W Paper Copies	\$0.15	Sheet	550	\$82.50
11"x17" Mylar	\$2.00	Sheet	100	\$200.00
Overnight express-letter size (NTE \$15.00/ea.)	\$15.00	Each	1	\$15.00
Overnight express-oversized box (NTE \$30.00/ea.)	\$30.00	Each	4	\$120.00
Mileage	\$0.585	Per Mile	900.00	\$526.50
SUBTOTAL DIRECT COST				\$954.00
TOTAL COST (FC 790)				\$63,779.00



**COX | McLAIN**  
Environmental Consulting

October 9, 2008

Matthew Brannen, PE  
Brown & Gay Engineers, Inc.  
10777 Westheimer, #400  
Houston, TX 77042


**Re: CMEC Proposal for Environmental Services (PCE Sections) for US 183 at  
FM 3405 in Williamson County, Texas**

Dear Mr. Brannen:

Cox|McLain Environmental Consulting, Inc. (CMEC) is pleased to submit this proposal to provide environmental services for the above referenced project. The task to be completed will include preparation of Cultural Resources, Biological Resources, and Hazardous Materials sections of a Programmatic Categorical Exclusion (PCE) for review by Williamson County and the TxDOT Austin District in accordance with the Standards of Uniformity (SOUs) for PCEs, dated July 18, 2008. The scope does not include any formal coordination with regulatory agencies, or permit preparation/submittal. Document sections will be submitted to Brown & Gay electronically. CMEC will perform a Quality Assurance/Quality Control review of the full PCE, provided electronically to CMEC for redlining. Additional tasks could be completed for an additional scope and fee estimate.

The total cost of these services will not exceed \$3,269, to be billed on an hourly basis as summarized in the attached cost proposal. We appreciate the opportunity to work with you on this project. If this agreement is acceptable to you, please sign two copies and return one copy with your original signature for our files.

Sincerely,

  
L. Ashley McLain, AICP  
Principal

Accepted by:

Approved by:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

for Brown & Gay Engineers, Inc.

for CMEC

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**Attachment A--Cost Proposal**

**Environmental Services - Wmson. Co.- US 183 at FM 3405 PCE Sections**  
**Cox|McLain Environmental Consulting, Inc.**

**LABOR**

Description	Sr. Env. Scientist	Env. Scientist	Env. Professional	Env. Staff III/ Biologist	Env. Staff II/ Tech Writer	Env. Staff I/ GIS Analyst	Env. Tech II	Env. Tech I	Totals
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task 1 Project Management and Communications	2	0	0	0	0	0	0	0	2
Task 2 Cultural Resources	0	0	8	0	0	1	0	0	9
Task 3 Biological Resources	0	0	0	4	0	1	0	0	5
Task 4 Hazardous Materials	0	0	0	0	4	1	0	0	5
Task 5 QA/QC of PCE Document to Comply with SOUs	8	0	0	0	0	0	0	0	8
<b>Total Labor Hours</b>	<b>10</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>29</b>
<b>Rate</b>	<b>\$48.00</b>	<b>\$42.00</b>	<b>\$34.00</b>	<b>\$30.00</b>	<b>\$25.00</b>	<b>\$22.50</b>	<b>\$20.00</b>	<b>\$18.00</b>	
<b>SUBTOTAL Labor Cost</b>	<b>\$480</b>	<b>\$0</b>	<b>\$272</b>	<b>\$120</b>	<b>\$100</b>	<b>\$68</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,040</b>
Plus Overhead (1.50)	\$624	\$0	\$354	\$156	\$130	\$88	\$0	\$0	\$1,559
<b>Subtotal</b>	<b>\$1,104</b>	<b>\$0</b>	<b>\$626</b>	<b>\$276</b>	<b>\$230</b>	<b>\$155</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,599</b>
Plus Fixed Fee (15%)	\$166	\$0	\$94	\$41	\$35	\$23	\$0	\$0	\$390
<b>Total Labor Cost</b>	<b>\$1,270</b>	<b>\$0</b>	<b>\$719</b>	<b>\$317</b>	<b>\$265</b>	<b>\$179</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,989</b>

**EXPENSES**

	Unit	Quantity	Rate	Total
HazMat database Search (TEL-ALL)	LS	1	\$250.00	\$250
Mileage (Allowable IRS Rate)	Miles	0	\$0.585	\$0
Hotel (Allowable State rate)	Day	0	\$85.00	\$0
Per Diem (Allowable State rate)	Day	0	\$36.00	\$0
Overnight Delivery	Letter	1	\$15.00	\$15
Field Supplies (At cost)	LS	0	\$50.00	\$0
Trimble GPS Rental (At cost)	Day	0	\$85.00	\$0
Film Process and Development	36 Exp.	1	\$15.00	\$15
Color Reproduction - Plates	Page	0	\$2.00	\$0
<b>TOTAL Nonlabor Expenses</b>				<b>\$280</b>

**TOTAL COSTS - CMEC**

**\$3,269**



**1504 Chisholm Trail Road  
Suite 101  
Round Rock, TX 78681  
512-238-1200  
512-238-1251 fax**

7 October 2008

Federico Mendoza, P.E.  
Brown & Gay Engineers, Inc.  
10777 Westheimer Blvd., Suite 400  
Houston, TX 77042

RE: Traffic Signal Design Surveying

Project: US 183 at FM 3405

Mr. Mendoza:

Inland Geodetics, LP (Inland) is pleased to submit our proposal for professional land surveying services related to the above referenced project. As per our project briefing, we have prepared this scope of services for the required land surveying services. Below is our proposed Scope of Services and estimated costs. As always, the folks here at Inland are grateful for the work AND to be a part of the B & G team. NOTE: Inland had previously surveyed at the intersection of US 183 and FM 3405 and will forward that information immediately for evaluation.

#### **SCOPE OF SERVICES**

##### **A. Planimetric Survey**

##### **FC 150 – Field Surveying**

##### **A. Surveys for Traffic signals and turn lane design**

- The surveys will extend for an additional 500 ft. on the northerly leg of US 183 for a total of 1500 feet.
- Inland will perform a 2D land survey of the additional area for the project site. The survey will include all visible topographical features including roadway edges, curb lines, driveways, sidewalks, ramps, guardrails, inlets, manholes, pipes, culverts, ditch lines, any other drainage and irrigation structures, poles, guy wires, ground boxes, fences, walls, trees, traffic signs, railroad features, retaining walls, OH wire, etc.
- The survey will include apparent right-of-way (R.O.W.) lines, based on R.O.W. information to be obtained by the surveyor from TxDOT, and any R.O.W. lines found in the field. The ROW will be established through reasonable effort to place the lines from evidence gathered. Additional surveying may be necessary to place the lines for boundary work to follow.
- The survey will include all visible or marked utilities, public and private, including telephone manholes and pedestals, gas markers and facilities, water meters and valves, fire hydrants, overhead utilities such as electric, telephone and cable, existing service poles or ground boxes, and etc.
- Inland will prepare a 3D and 2D with tin and dat files to amend the existing microstation files from previous work.

### **CLARIFICATIONS**

Possible Items of work in addition to the above Scope of Services that may be required, but are not anticipated, are listed below.

1. The coordinate basis for the project is based on reconciliation to the TxDOT CORS GPS Control Network and translated to the Texas State Plane Coordinate System (appropriate zone) and will be scaled for surface measurement.
2. Assisting the client with further surveying in resolution of any issues and discrepancies identified during the course of this survey will be considered additional services.

### **BASIS OF COMPENSATION**

We propose to provide the above described Scope of Services on a time and materials basis with a fee not to be exceeded as listed below.

A. Planimetric Survey	
US 183 at FM 3405	\$2,250.00

The fee amounts proposed above are based on personnel time required to perform the described Scope of Services. Additional time requirements resulting from project scope changes or plan revisions beyond our control will be considered reasonable cause for us to seek additional compensation for services not included in these amounts.

Thank you for the opportunity to submit this proposal. We appreciate your consideration of our firm in this regard and look forward to being of service to you.

Offered By:

Accepted By:

---

M. Stephen Truesdale  
Registered Professional Land Surveyor  
Licensed State Land Surveyor  
Principal

## EXHIBIT IV PRODUCTION SCHEDULE

Description	Duration (Days)	MONTH											
		1	2	3	4	5	6	7	8	9	10	11	12
US 183 at FM 3405	265 *												
Notice to Proceed	0	◆											
Traffic Signal	260 *												
Design Phase	55												
Slack Time for Reviews	20												
Bid Phase	45												
Construction Phase	140												
Left Turn Lane	255 *												
Design Phase	100												
Environmental Report	100												
Slack Time For Reviews	20												
Bid Phase	45												
Construction Phase	90												

Company name Brown & Gay Engineers, Inc.
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US 183 at FM 3405  
Traffic Signal & Left Turn Lane  
Page 1 of 1

Exhibit IV



## Appendix B

## Qualifications Statement

### Office Locations

7000 North Mopac  
Suite 330  
Austin, Texas 78731  
512-879-0400

10777 Westheimer  
Suite 400  
Houston, Texas 77042  
281-558-8700

108 West 8th Street  
Suite 200  
Fort Worth, Texas 76102  
817-887-6130

2595 North Dallas Parkway  
Suite 204  
Frisco, Texas 75034  
972-464-4800

3200 Troup Highway  
Suite 109  
Tyler, Texas 75701  
903-533-9001

### Firm Profile

Brown & Gay Engineers, Inc. provides a comprehensive range of engineering and surveying services for public works, traffic and transportation, and land and site development projects in Texas. With a staff of more than 260, Brown & Gay Engineers has office locations in Austin, Houston, Fort Worth, Frisco, and Tyler.

Brown & Gay Engineers is ranked in the Top 500 Design firms in the country by *Engineering News-Record*, as one of the top 10 Civil and Structural Engineering Firms by the *Houston Business Journal*, and as one of the largest design firms in Texas by *Texas Construction* magazine.

After more than 30 years, we continue to serve many of our original clients. At Brown & Gay Engineers, each project is managed by a principal engineer to ensure responsive and informed leadership. Our people—that's the Brown & Gay Advantage.

### Firm History

Brown & Gay Engineers, Inc. is a professional civil engineering and surveying firm that was created in 1975 by acquiring the assets and on-going projects of another Houston engineering firm. The firm, originally called Mercer-Brown Engineers, Inc., changed its name to Brown, Gay and Associates, Inc. in 1983 after the retirement of Mr. Harold Mercer, PE. The firm became Brown & Gay Engineers, Inc. in 1989.

Mr. L.S. "Pat" Brown, PE, RPLS, and Mr. Richard F. Gay, PE, were with the predecessor firm before the purchase in 1975.

Over the past 30 years, Brown & Gay Engineers has provided engineering services to a wide variety of public sector clients including a broad range of public entities, including small and large municipalities, Texas counties, regional transportation and toll road authorities, and the Texas Department of Transportation. We are privileged to continue serving many of the same clients that we had when we started the company.



## Services

### Transportation

- Streets, roadways, highways, and freeways
- Toll roads
- rehabilitation and reconstruction
- Bridges
- Construction management
- Advance project development and PS&E
- Scheduling

### Traffic Engineering

- Signal systems
- Traffic synchronization
- ITS systems
- Signing and markings
- Feasibility studies
- Thoroughfare planning
- Traffic impact analysis

### Land and Site Development

- Large multi-use community developments
- Multi-family, commercial, recreational, retail, educational, healthcare
- Streets, utilities, drainage
- Permitting and platting
- Feasibility studies
- Construction services

### Surveying

- Topographic and boundary surveying
- Subdivision layout
- Construction staking
- ROW mapping
- GPS control and real-time surveying

### Public Works Facilities

- Water supply and distribution
- Water treatment
- Wastewater collection and treatment
- Drainage
- NPDES permitting
- GIS

<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/30/07
PRODUCER 1. Rigg Co. - Houston  10777 Westheimer Suite 300 Houston, TX 77042-3454 Kevin "KC" Carmody		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Brown & Gay Engineers, Inc. ATTN: Brenda Swope 10777 Westheimer, Suite 400 Houston, TX 77042		INSURERS AFFORDING COVERAGE INSURER A: America First Lloyds Insurance Company INSURER B: America First Insurance Company INSURER C: Netherlands Insurance Company INSURER D: INSURER E:
		NAIC #

#### 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.						
DISC/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EBL \$1MM / \$3MM GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CBP8206866	11/01/07	11/01/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8206366	11/01/07	11/01/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 \$	
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CU8207366	11/01/07	11/01/08	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC8206966	11/01/07	11/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 GL/LA: BLKT WAIVER OF SUBROGATION PER WRITTEN CONTRACT.  
 GL/LA/WC: BLKT ADDITIONAL INSURED PER WRITTEN CONTRACT.

#### CERTIFICATE HOLDER

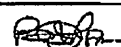
Brown & Gay Engineers, Inc.  
 ATTN: Brenda Swope  
 10777 Westheimer  
 Suite 400  
 Houston, TX 77042

USA

#### CANCELLATION (10 DAYS NOC FOR NON-PAYMENT OF PREMIUM)

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 DISURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Client#: 156557

BROWNGAY

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
09/11/08

<b>PRODUCER</b> USI Southwest 840 Gessner Suite 600 Houston, TX 77024 713 490-4600	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> Brown & Gay Engineers, Inc. 10777 Westheimer, Suite 400 Houston, TX 77042	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Evanston Insurance Company</b> INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b> 35378

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				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 \$
A		<b>OTHER Professional Liability</b> <b>Claims Made</b>	<b>AE815989</b> <b>Retro Date</b>	<b>09/01/08</b> <b>02/01/75</b>	<b>09/01/09</b>	<b>\$2,000,000 per claim</b> <b>\$4,000,000 annl aggr.</b> <b>\$75,000 Deductible</b>

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

\*except for 10 days Non-payment

Prof Liab: The aggregate limit is the total insurance available for claims  
 (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

Brown & Gay Engineers Inc  
 10777 Westheimer Ste 400  
 Houston, TX 77042

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AUTHORIZED REPRESENTATIVE