

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 Land Design Partners, Inc., (*the "Landscape Architect"*).

Part 1. The *Landscape Architect* will provide the following Landscape Architectural services:

Scope of Work

The purpose of the services proposed herein is to provide professional consulting services, landscape architectural services, civil engineering, and surveying necessary for the preparation, and implementation of the Twin Springs Preserve and Beck Preserve Pathways (hereinafter called the "Project"). It is the Consultants intent to work in effective cooperation with the County and all other affected and appropriate property owners and stakeholders to achieve an efficient and acceptable implementation of the project. The Consultant shall provide necessary services, as defined under Basic Services, for the following scope of work:

Facilitation of the design, permitting, bidding and construction of the Twin Springs Preserve and Beck Preserve Pathways. *See Exhibit B, Services to be Provided by Landscape Architect.*

Part 2. The maximum amount payable for Basic Services under this Work Authorization without modification is **\$45,600.00**, *See Exhibit D, Fee Schedule.*

Part 3. Reimbursable expenses are excluded in the fee for Basic Services as well as Additional Services, and the Client shall, in addition to payment of fees for Basic Services, reimburse the Consultant for expenditures made for such items in the interest of the Project. Consultant reserves the right to request modification to this Work Authorization for expenses resulting from entitlement documents as required by regulatory entities. Additional reimbursable expenses will be approved by the Client prior to Consultant incurring such expenses. The maximum amount payable for Reimbursable Expenses under this Work Authorization without modification is **\$45,600.00**, *See Exhibit D, Fee Schedule.*

Part 4. Payment to the *Landscape Architect* for the services established under this Work Authorization shall be made in accordance with this Agreement, *see Exhibit D, Fee Schedule.*

Part 5. This Work Authorization shall become effective on the date of final acceptance of the ATTACHMENT A by the parties hereto and shall terminate upon the completion of the Basic Services, unless extended by a Supplemental Work Authorization.

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

LANDSCAPE ARCHITECT:

COUNTY:

Land Design Partners, Inc.

Williamson County, Texas

By: _____
Signature

By: _____
Signature

Printed Name: Brent Luck

Printed Name Dan A. Gattis

Title: Vice President

Title: County Judge

Date: _____

Date: _____

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Landscape Architect

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT A

Services to be Provided by County

The County shall attempt to provide full information regarding requirements for the project including:

A. Assistance

1. Knowledge of, and copy(s) of other consultant work adjacent to or affecting any areas of work included in this contract, in AutoCad format, if at all possible. For example road, utility, land acquisition, or potential development projects.
2. Assist the Consultant by placing at its disposal all available reports, plans, specifications, and other data relative to this project.
3. Examination of all studies, reports, sketches, estimates, specifications, drawings and other documents presented by the Consultant and shall render in writing responses pertaining to a reasonable amount of time so as not to delay the work of the Consultant.
4. Payment of all Permitting/Review Fees necessary for the successful completion of this Agreement. Permit Fees may include but not be limited to the Texas Department of Licensing and Regulation (TDLR), Texas Commission on Environmental Quality (TCEQ), United States Army Corp of Engineers (USACE), Williamson County & Cities Health District, City of Austin (COA), and City of Cedar Park (COCPP).

B. Responsibilities

1. It is the Responsibility of the County to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site that are beyond the scope of the professional services described in this document. Certain unusual or unforeseeable subsurface conditions not identifiable by surface topographic survey including, but not limited to, illegally dumped toxic or hazardous materials, abandoned building foundations or utility lines, excessive groundwater due to springs or other such features, or artifacts of archaeological or paleontological significance may materially alter the scope of the project in a manner not provided for in this contract.
2. Likewise, active or pending legal disputes involving property Ownership, rights-of-way, environmental status, easement rights, governmental or departmental jurisdiction or similar matters may complicate the project in a manner that could not reasonably be anticipated at this time. Any change to the scope of the project required by such conditions as are listed above, or any

EXHIBIT A Continued.

duplication of services necessitated thereby, may be considered grounds for contract modification or an additional services Agreements.

3. Environmental and Cultural Resources Surveys.
4. Geotechnical Investigation(s) including field work, borings and report document(s).
5. Compaction Control and Testing during construction.
6. Utility Connection and Inspection Fees.
7. Water and Wastewater Impact Fees.
8. Any other items required and not included in the Basic Services to be provided by the Landscape Architect.
9. Clearing of Land necessary to facilitate design surveying and staking services.
10. Waters of the U.S. determination necessary for US Army Corp of Engineer issues.

EXHIBIT B

Services Provided by *Landscape Architect*

I. Basic Services

Land Design Partners, Inc will provide the basic services as detailed in the letter dated October 1, 2008 to Jim Rodgers from Brent Luck re: "Coordination and Design Services for Williamson County Twin Springs Preserve and Beck Preserve - located in Williamson County, Texas", included as Attachment B.

II. Additional Services

Services requested by the County that are not included in Basic Services are considered Additional Services and shall be paid for by the County. Additional Services shall only be provided if previously authorized by the County. Additional Services may include, but not limited to, the following:

- A. Construction Observation meetings not accounted for/indicated in Basic Services.
- B. Traffic impact Analyses.
- C. Bridge Design (other than pre-engineered structures).
- D. Hazardous Site Assessments.
- E. Land Acquisition services.
- F. Easement acquisition or vacation including preparation of easement documents.
- G. Assistance or representation in litigation concerning the property of proposed project.
- H. Services required after final acceptance of construction work.
- I. Bore services.
- J. Geotechnical testing and research.
- K. Environmental study (i.e., Phase 1 Permit).
- L. U.S. Fish and Wildlife Service: (Environmental Assessment Report).
- M. Providing services other than those outlined in Basic Services.
- N. Revisions to drawings previously approved by the County due to changes in: Project scope, budget, schedule, or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.
- O. Preparation of presentation materials for marketing or purposes other than in-progress approvals.
- P. Preparation of as-built drawings.
- Q. Public or other presentations beyond those described in Basic Services.
- R. Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in Basic Services.
- S. Providing professional services for the field selection of plant materials.
- T. Design of on-site and off-site utility extensions beyond those described in Basic Services.

EXHIBIT C

Work Schedule

- A. We are prepared to commence work immediately upon receipt of a signed Agreement and Notice to Proceed. We will coordinate our work schedule with that of the County and other consultants to assure our timely consultation and effective cooperation. A tentative schedule will be provided within ten working days of receipt of the Notice to Proceed.

EXHIBIT D**Fee Schedule****A. Compensation**

The **County** agrees to pay the **Consultant** the following time and materials not to exceed fee for the Project described under Basic Services section. Fees for Basic Services will be billed monthly based on **Consultant's** representation of the percent of total work complete of the **Project**.

Basic Services	\$43,100
<u>Reimbursable Expenses</u>	<u>\$ 2,500</u>
Total Time and Materials Not-To-Exceed Fee	\$45,600

B. Reimbursable Expenses

Reimbursable expenses are in addition to compensation for services and include expenses by the Consultant in the interest of the **Project**. Reimbursable expenses include such items as telecommunications, reprographics, computer plots/mapping, deliveries, photography, reproductions; postage; automobile transportation; expenses in connection with out-town—travel; accessibility consultant (required by State Law); cost of map, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the Client. Reimbursable expenses will be billed at 1.1 times direct cost.

C. Payment

1. **Consultant** will invoice the **County** monthly for Services and reimbursable expenses. **County** agrees to promptly pay **Consultant** the full amount of each such invoice. In no event shall **Consultant's** failure to bill monthly constitute default under the terms and conditions of this agreement.
2. Payment is due within 30 calendar days upon receipt by the **County** and payable to "Land Design Partners, Inc". Payments due and unpaid to **Consultant** under this Agreement shall earn interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within sixty (60) days of the date of the invoice.