

Contract No. Kennedy Consulting - SH 29 Bypass

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: Discussed in Exhibit A
- ☐ Engineers Qualification Statement – Appendix B – RFP/Interview process
- ☐ Insurance
 - ☒ Worker's Compensation
 - ☒ Commercial General Liability Insurance
 - ☒ Automobile Liability Insurance
 - ☒ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☒ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

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

Contract No. _____

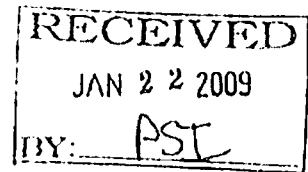
Notices (as applicable)

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

Documentation for Payment

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

Contract No. Kennedy Consulting - 29 Bylaws



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 Kennedy Consulting, Ltd. (the "Engineer").

WHEREAS, *County* proposes to obtain an FEIS Record of Decision; 

WHEREAS, *County* desires to obtain professional services for The SH 29 Georgetown Reliever Route (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 1460 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: J. Kevin Kennedy, P.E.
Kennedy Consulting, Ltd.
204 South III 35, Suite 101
Georgetown, Texas 78628

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 Share, P.E.~~ James Klotz, 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 Limited Partnership, 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 (31st) 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.

January 9, 2007 Commissioner Court Approved

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EXECUTED this _____ day of _____, 2009.

THE ENGINEER:

Kennedy Consulting, Ltd.

BY: J. Kevin Kennedy
J. Kevin Kennedy
President of G.P.

WILLIAMSON COUNTY:

BY: [Signature]
Honorable Dan A. Gattis
Williamson County Judge

Reviewed as to Form By:

Assistant County Attorney

Funds Verified By:

County Contracts
Management Auditor

OK
mg 1/22/09

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

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

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$1,778,706.37. ✓
- 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 \$2,000,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

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

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 Kennedy Consulting, Ltd. (*the "Engineer"*).

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

Preliminary environmental and engineering services resulting in draft study area and EIS approach plan for the State Highway (SH) 29 Georgetown Reliever Route.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$740,202.45.

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 January 31, 2010, 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 _____, 2009.

ENGINEER:
Kennedy Consulting, Ltd.

By: J. Kevin Kennedy

Signature

J. Kevin Kennedy
Printed Name

President of G.P.
Title

COUNTY:
Williamson County, Texas

By: [Signature]

Signature

Honorable Dan A. Gattis
Printed Name

Williamson County Judge
Title

OK
1/22/09

January 9, 2007 Commissioner Court Approved

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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**

Contract #

FIRM NAME:		<u>Kennedy Consulting, Ltd.</u>
Labor/Staff Classification	2009 Fully-Burdened Labor Rates	
	Per Hour	
Project Manager	\$	190.00
Senior Professional 2	\$	170.00
Senior Professional 1	\$	145.00
Professional 2	\$	115.00
Professional 1	\$	90.00
Admin/Clerical	\$	65.00
Annual salary escalation rate beyond 2009:		3.00%

**EXHIBIT II
HOURLY RATES**

Contract #

FIRM NAME:		<u>Kennedy Consulting, Ltd.</u>
DIRECT EXPENSES		
Type	Unit	Billing Amount
CADD Time	hour	\$20.00
Mileage	mile	current state rate
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Courier Services	each	at actual cost
Outside Printing - Reports/Exhibits	each	at actual cost
Miscellaneous Outside Services or Subconsultants	each	at actual cost

Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.
--

**EXHIBIT II
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		Aerial Data Service of Texas, LLC
Labor/Staff Classification	2009 Fully-Burdened Labor Rates	
	Per Hour	
Project Manager	\$	189.27
Pilot	\$	111.15
Aerial Photographer	\$	77.26
Aerotriangulation Specialist	\$	78.56
Certified Photogrammetrist	\$	134.60
Compilation Specialist	\$	63.43
CAD Technician	\$	75.41
Orthophoto Specialist	\$	94.75
Photo Lab / Aerial Scan Technician	\$	72.40
	\$	-
Annual salary escalation rate beyond 2009:		3.00%

**EXHIBIT II
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		<u>Aerial Data Service of Texas, LLC</u>
DIRECT EXPENSES		
Type	Unit	Maximum Cost
Mileage	mile	current state rate
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Aerial Photography		
Mobilization	each	\$ 300.00
Cross-Country Miles	mile	\$ 4.30
Flight Line Miles	mile	\$ 23.48
Turn Miles	mile	\$ 4.30
Exposures (B&W)	each	\$ 6.62
Exposures (Color)	each	\$ 25.00
Materials		
Contact Prints	each	\$ 4.00
Diapositives	each	\$ 9.45
Miscellaneous Outside Services or Subconsultants	each	at actual cost
Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.		

**EXHIBIT II
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		<u>Baker-Aicklen & Associates, Inc.</u>
Labor/Staff Classification	2009 Fully-Burdened Labor Rates	
	Per Hour	
Senior Registered Professional Surveyor	\$	175.00
Survey/GIS Technician	\$	120.00
Survey/GIS Asst.	\$	90.00
Senior Subsurface Utility Engineer	\$	195.00
One-Man GPS Crew	\$	75.00
Two-Man Survey Crew	\$	125.00
Three-Man Survey Crew	\$	165.00
Four-Man Survey Crew	\$	205.00
Admin/Clerical	\$	60.00
	\$	-
	\$	-
Annual salary escalation rate beyond 2009:		3.00%

EXHIBIT II
HOURLY RATES

Contract #

SUBPROVIDER NAME:		<u>Baker-Aicklen & Associates, Inc.</u>
DIRECT EXPENSES		
Type	Unit	Maximum Cost
Mileage	mile	current state rate
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Courier Services	each	at actual cost
Outside Printing - Reports/Exhibits	each	at actual cost
Miscellaneous Outside Services or Subconsultants	each	at actual cost

Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.

**EXHIBIT II
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		Blanton & Associates, Inc.
Labor/Staff Classification	2009 Fully-Burdened Labor Rates	
	Per Hour	
Labor Categories		
Senior Project Manager	\$	150.00
Deputy Project Manager	\$	125.00
Assistant Project Manager	\$	110.00
Senior Biologist/Planner, Senior Archeologist, Senior Historian	\$	95.00
Biologist Tech II/Environmental Planner II, Archeologist	\$	80.00
Biologist Tech I/Environmental Planner I, Archeology Tech II	\$	65.00
GIS Analyst III	\$	85.00
GIS Analyst I	\$	60.00
Technical Editor,Project Administrator,Clerical	\$	54.00
Annual salary escalation rate beyond 2009:		3.00%

**EXHIBIT II
HOURLY RATES**

Contract #

SUBPROVIDER NAME: <u>Blanton & Associates, Inc.</u>		
DIRECT EXPENSES		
Type	Unit	Maximum Cost
Mileage	mile	current state rate
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Courier Services	each	at actual cost
Outside Printing - Reports/Exhibits	each	at actual cost
Backhoe and Operator Rental	each	at actual cost
Dry Mounting for Display Boards	each	at actual cost
8.5 x 11 B&W in house copies	each	\$0.10
8.5 x 11 Color in house copies	each	\$0.50
11x17 B&W in house copies	each	\$0.30
11X17 Color in house copies	each	\$1.00
Miscellaneous Outside Services or Subconsultants	each	at actual cost

Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.

**EXHIBIT II
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		<u>Cox/McLain Environmental Consulting, Inc.</u>
Labor/Staff Classification	2009 Fully-Burdened Labor Rates	
	Per Hour	
Sr. Environmental Scientist II	\$	149.50
Sr. Environmental Scientist I	\$	120.75
Environmental Professional II	\$	100.63
Environmental Professional I	\$	86.25
Environmental Staff II	\$	71.88
Environmental Staff I	\$	63.25
Environmental Tech II	\$	51.75
Environmental Tech I/Admin/Clerical	\$	44.56
	\$	-
	\$	-
Annual salary escalation rate beyond 2009:		3.00%

**EXHIBIT II
HOURLY RATES**

Contract #

SUBPROVIDER NAME: <u>Cox/McLain Environmental Consulting, Inc.</u>		
DIRECT EXPENSES		
Type	Unit	Maximum Cost
Mileage	mile	current state rate
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Courier Services	each	at actual cost
Outside Printing - Reports/Exhibits	each	at actual cost
Trimble GPS Rental	day	at actual cost
Miscellaneous field supplies	each	at actual cost
In-house copying (B&W, 8.5x11)	each	\$0.10
In-house copying (B&W, 11x17)	each	\$0.25
In-house copying, color (8.5x11)	each	\$1.00
In-house copying, color (11x17)	each	\$1.50
Miscellaneous Outside Services or Subconsultants	each	at actual cost

Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.

**EXHIBIT II
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		<u>Engineering Management Services</u>
Labor/Staff Classification	2009 Fully-Burdened Labor Rates	
	Per Hour	
P.E. CVS (Professional Engineer, Certified Value Specialist)	\$	153.79
Admin/Clerical	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	40.12
	\$	-
	\$	-
	\$	-
	\$	-
Annual salary escalation rate beyond 2009:		3.00%

EXHIBIT II
HOURLY RATES

Contract #

SUBPROVIDER NAME:		<u>Engineering Management Services</u>
DIRECT EXPENSES		
Type	Unit	Maximum Cost
Mileage	mile	current state rate
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Courier Services	each	at actual cost
Outside Printing - Reports/Exhibits	each	at actual cost
Out of Town Travel Expenses	each	at actual cost
Miscellaneous Outside Services or Subconsultants	each	at actual cost

Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.

**EXHIBIT II
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		<u>INLAND GEODETICS, LP</u>
Labor/Staff Classification	2009 Fully-Burdened Labor Rates	
	Per Hour	
Survey Project Manager	\$	125.00
RPLS/Project Supervisor	\$	114.00
Survey Technician/GPS Technician	\$	85.00
2 Man Survey Crew	\$	125.00
3 Man Survey Crew	\$	150.00
4 Man Survey Crew	\$	171.00
Flagger	\$	28.00
Field Coordinator	\$	80.00
Admin/Clerical	\$	46.00
Annual salary escalation rate beyond 2009:		3.00%

**EXHIBIT II
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		<u>INLAND GEODETICS, LP</u>
DIRECT EXPENSES		
Type	Unit	Maximum Cost
GPS Receiver	unit/hour	\$10.00
Additional Vehicle	day	\$65.00
ATV (All Terrain Vehicle)	day	\$65.00
Mileage	mile	current state rate
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Courier Services	each	at actual cost
Outside Printing - Reports/Exhibits	each	at actual cost
Miscellaneous Outside Services or Subconsultants	each	at actual cost
Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.		

**EXHIBIT II
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		<u>Woodruff Geologic Consulting Inc.</u>
Labor/Staff Classification	2009 Fully-Burdened Labor Rates	
	Per Hour	
Consulting Geologist	\$	160.00
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Annual salary escalation rate beyond 2009:		3.00%

Contract

[illegible]

**EXHIBIT II
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		<u>Wilbur Smith Associates</u>
Labor/Staff Classification	2009 Fully-Burdened Labor Rates	
	Per Hour	
Principal Engineer/Technical Manager	\$	210.00
Principal Planner	\$	180.00
Senior Engineer/Planner/Tech Specialist	\$	150.00
Engineer/Technical Specialist	\$	120.00
Senior CADD/GIS Specialist	\$	120.00
Graduate Engineer/Planner	\$	105.00
Junior CADD/GIS Specialist	\$	90.00
Project Administrator	\$	65.00
Admin/Clerical	\$	50.00
Annual salary escalation rate beyond 2009:		3.00%

**EXHIBIT II
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		<u>Wilbur Smith Associates</u>
DIRECT EXPENSES		
Type	Unit	Maximum Cost
Mileage	mile	current state rate
Toll Charges	each	at actual cost
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Courier Services	each	at actual cost
Outside Printing - Reports/Exhibits	each	at actual cost
Out of Town Travel Expenses	each	at actual cost
Miscellaneous Outside Services or Subconsultants	each	at actual cost

Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.

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 \$1,000,000 in the aggregate. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$3,000,000.
- 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 NON-RENEWED 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.

**SH 29 Georgetown Reliever Route, Work Authorization #1
Williamson County, Texas**

The project scope involves performing preliminary environmental and engineering services resulting in draft study area and EIS approach plan for the State Highway (SH) 29 Georgetown Reliever Route.

The project would extend from existing SH 29 west of Georgetown eastward across, IH 35, SH 130 and connect to SH 29 east of Georgetown. The study is being sponsored by Williamson County and the City of Georgetown.

The scope of services to be provided by the County includes the following tasks:

Informational Services by County

- Assist Engineer in obtaining property owner information from Williamson Co. Appraisal District
- Provide available copies of associated studies and coordination with ongoing related county projects

Coordination Services by County

- Assist Engineer in obtaining property rights-of-entry for environmental and ground surveys
- Post and Maintain project information on the County website
- Review Engineer work progress, schedules, reports, preliminary/detailed plans, environmental documentation, and cost estimates
- Support project development with stakeholders such as agencies and the private sector

**SH 29 Georgetown Reliever Route, Work Authorization #1
Williamson County, Texas**

The scope of services to be provided by Kennedy Consulting, Ltd. (the Engineer) involves performing preliminary environmental and engineering services resulting in draft study area and EIS approach plan for the State Highway (SH) 29 Georgetown Reliever Route.

The project would extend from existing SH 29 west of Georgetown eastward across, IH 35, SH 130 and connect to SH 29 east of Georgetown. The study is being sponsored by Williamson County and the City of Georgetown.

This scope of services includes the following tasks:

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

1.1 – General Project Management

The Engineer will be responsible for directing and coordinating all activities associated with the study.

1.2 – Project Management Plan (PMP)

A PMP will be prepared to identify work organization, responsibilities, and coordination and communication procedures. The Engineer will incorporate: services to be provided by City/County (Exhibit A), services to be provided by the Engineer (Exhibit B), the project schedule (Exhibit C, sub-task 1.4) and a fee schedule (Exhibit D) into the PMP. It will also contain the public involvement plan and activities, tentative meeting and deliverable dates, and contact information of study team members.

Deliverable

- Project Management Plan (2 bound copies and 1 CD)

1.3 – Study Progress Reports, Invoices, and Billings

The Engineer will prepare monthly progress reports. Invoices for all work completed during the period will be submitted monthly for work performed by the Engineer and all subconsultants. Monthly progress reports will include:

- Activities, ongoing or completed, during the reporting period
- Activities planned for the following month
- Problems encountered and actions to remedy them

Deliverables

- Monthly progress report (3 copies)
- Monthly invoice and billings (3 copies)

1.4 – Project Documentation/Administrative Record

The Engineer will be responsible for maintaining the administrative record including records of meetings, project information, and correspondence related to decision-making for the project.

Deliverable

- Project files at the end of the contract (1 copy)

1.5 – Project Schedule

The Engineer will prepare a schedule indicating tasks, dates, deliverables, and review periods. The schedule will be in a format which depicts the order and interdependence of the various tasks, subtasks and deliverables for each task identified herein.

Deliverable

- Schedule (2 copies)

1.6 – Subconsultant Management

The Engineer will prepare subcontracts for subconsultants; monitor subconsultant staff activities and adherence to schedules; and review and recommend approval of subconsultant invoices. Subconsultant progress reports and invoices will be incorporated into the monthly progress report in accordance with Subtask 1.3.

1.7 – Quality Assurance/Quality Control

The Engineer will provide continuous quality assurance and quality control throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for study activities.

TASK 2 – PROJECT INITIATION**2.1 – Project Kick-Off Meeting**

The Engineer will conduct a meeting with the City/County and the Texas Department of Transportation (TxDOT) after receiving a notice to proceed and prior to performing any engineering or environmental work to establish and agree on the study's fundamental aspects and concepts and to officially establish the project approach.

Deliverable

- Kick-off Meeting Minutes (2 copies)

2.2 – Draft Project Coordination Plan

SAFETEA-LU requires that the lead agencies establish a plan for coordinating public and agency participation and comment during the environmental review process. The purposes of the coordination plan are to facilitate and document the lead agencies' structured interaction with the public and other agencies and to inform them of how the coordination will be accomplished. In anticipation of the NEPA and SAFETEA-LU requirements (beginning in Work Authorization 2), the ENGINEER shall prepare the Draft Coordination Plan for the SH 29 project to:

- Identify cooperating and participating agencies;
- Outline how the lead agencies will divide the responsibilities for compliance with the various aspects of the environmental review process, such as the issuance of invitations to participating agencies;
- Outline how the lead agencies will provide opportunities for input from the public and other agencies, in accordance with applicable laws, regulations, and policies. The plan also will identify coordination points;
- Establish a process for ongoing coordination;
- Establish a schedule of milestones; and
- Identify which persons, organizations, or agencies should be included for each coordination point, as well as timeframes for input by those persons, organizations, and agencies.

The ENGINEER shall make the Draft Coordination Plan available for review and comment from the County, City, TxDOT Austin District, and TxDOT ENV. Their comments shall be incorporated into the Draft Coordination Plan. A Final Coordination Plan will be prepared in coordination with FHWA during WA#2.

For Scoping purposes, up to five (5) revisions are assumed to the Draft Coordination Plan to address comments received from the County, City, TxDOT Austin District, and TxDOT ENV.

Deliverable

- Draft Coordination Plan (2 copies)

TASK 3 – CONCEPTUAL APPROACH

3.1 – Draft Need and Purpose

The Engineer will develop a draft need and purpose statement for use in early project development. This will include factors such as traffic and capacity, safety, socio-economic impacts, community interest, mobility and planned development. The draft need and purpose statement will be used to define a preliminary study area, identify goals and objectives of the SH 29 Reliever Route, and be used as the foundation for the EIS study.

Deliverable

- Draft Need and Purpose (2 copies)

3.2 – Transportation Conditions

The Engineer will identify existing travel patterns and transportation conditions within the study area, including characteristics of current highway facilities (such as number of travel lanes, cross sections, functional classification, traffic control and control of access), existing traffic volumes, levels-of-service (LOS), major origins and destinations, vehicle miles and hours of travel, average travel speeds, traffic composition (percent trucks), percent peak hour traffic of total daily traffic, and historic traffic growth. Specifically, the Engineer will collect and analyze the following data:

- Pertinent existing roadway inventory including number of lanes, roadway and ROW widths
- Historic, current, and forecasted traffic volumes
- Pertinent previously completed transportation studies
- Existing travel demand patterns and characteristics such as vehicle classifications (percent trucks), peak period direction distributions and K-factor, AM and PM peak hour factors, origin-destinations, vehicle occupancies, etc.
- Roadway functional classifications (arterial, collector, etc.)
- Most current Transportation Plans from TxDOT, CAMPO, the County and City to include committed improvements and travel demand forecasts
- Pertinent data on existing and planned major transportation facilities
- Base year traffic profiling includes identifying network deficiencies and the contributing factors to those deficiencies. Factors which contribute to roadway deficiencies can include the amount of traffic compared to the existing capacity, mix of traffic, congested travel times, and distribution of trips. The traffic model developed will be used to conduct a base year traffic assignment. The results of the assignment are summarized and a base line traffic profile of SH-29 and will be developed.
- Forecast year traffic profiling. Using the traffic model developed, conduct a forecast year traffic assignment for the existing + committed network. The results of the assignment are summarized and a forecast base line traffic profile of SH-29 and will be developed.

Deliverable

- SH 29 Traffic Profile Report. The purpose of this report is to document in an easily understood report, the changes in performance and development over time for the SH 29 facility and study area. The goal of this report is to be able to demonstrate to the public the forecasted deficiencies and contributing factors to those deficiencies if there are no improvements to be made. This profile is also designed to be used to measure the effectiveness of proposed improvements during the alternatives analysis stage of the project.
- Technical memo describing existing traffic count and historical traffic growth trends
- GIS Line layer and Map depicting traffic count locations and traffic count data
- Technical memo summarizing earlier model forecasts and forecasts developed for this study. The memo will provide insight to factors contributing to any differences between the various studies.
- Excel spreadsheet containing recommended committed projects, timing of those projects, and attributes (lanes, functional class, speed, capacity, jurisdiction and termini). This database will be used to develop the forecast networks to be used in evaluating the reasonable alternatives in later tasks.
- Develop options and schedule implications for model request and craft CAMPO model request memo based on chosen option.

3.3 – Describe Conceptual Proposed Action

The Engineer will develop a description of the proposed action to address the project's need and purpose statement. This description will include existing and proposed typical sections which will help define the range of concepts that may be considered prudent given the goals and objectives and overall constraints.

Deliverable

- Draft description of Proposed Action (2 copies)

TASK 4 – PRELIMINARY STUDY AREA DETERMINATION AND EVALUATION**4.1 – Team Meetings**

The Engineer will organize and conduct up to three (3) study team meetings, with attendees including the Engineer's staff members (a total of eight (8) team members) and County, City, and TxDOT representatives. The study team will meet to discuss the technical development of the study; establishment of study goals and objectives; evaluation criteria and measures of effectiveness; alternatives development and analysis; screening/evaluation process; and (ultimately) the selection of the recommended preferred alternative.

4.2 – Criteria and Measures of Effectiveness

A set of criteria will be developed to assist in evaluating corridor alternatives. The evaluation will consist of three levels of screening to include: an initial level of screening to establish the viable corridors, a second level of comparison and refinement to identify the reasonable alternatives, and a third level of more detailed investigation and evaluation to determine the recommended alternative. The third level screening process will involve analyses incorporating evaluation categories for travel efficiency benefits and cost effectiveness (benefit-cost analysis); transportation engineering and design; environmental issues, socioeconomics, environmental; safety; multi-modal; and hydraulic factors. The Engineer, with input from the study team will establish the key issues, evaluation criteria, and measures of effectiveness for the analyses.

4.3 – Preliminary Travel Demand Modeling

This task is designed to establish the model foundation to be used for alternatives analysis based on the approved demographic data set and existing + committed (no-build scenario) roadway projects and to establish existing and forecast traffic profile for SH-29 for the base year and existing + committed (no-

build scenario) networks. The Engineer will obtain, review and refine the regional travel demand model to accurately reflect the existing roadway system and study area. Existing daily traffic volumes estimated by CAMPO's travel demand model will be compared to actual traffic volumes counts obtained as part of this study to determine the accuracy of the regional model in reflecting existing travel demands and the areas needing adjustment and factoring for estimating future travel demands and measures of effectiveness (MOEs).

- Determine model base year and forecast years for EIS analysis. The outcome of this task will be a decision as to what the base year and forecast years will be based on available forecast information and data and the version of the CAMPO model used. The study team will recommend the appropriate base year and forecast years for EIS analysis of alternatives
- Refine and code model traffic analysis zone (TAZ) structure within the CAMPO model.
- Link approved demographic data set to the refined zone structure.
- Refine and code model networks within the CAMPO model.
- Revise model stream (trip generation/trip distribution) based on refined zone structure and pop/emp model inputs.
- Model validation of base year model. Validation will be performed to current state of the practice as defined by NCHRP urban model validation criteria
- Prepare Draft Model Documentation Report. Document model inputs, assumptions, model architecture, and model methodology.
- Revise Draft Model Documentation Report based on comments.

Deliverable

- Technical memo recommending the appropriate base year and forecast years.
- TransCad model network with attributes database for base year and forecast years.
- A GIS layer will also be provided for review by those without access to TransCad.
- TransCad model TAZ structure with associated socio-economic data attributes for each zone.
- A GIS layer will also be provided for review by those without access to TransCad.
- Productions and Attractions by zone, validation report, and base year traffic assignment plots with volumes.
- Draft Model Documentation Report for review and comment.

4.4 – Broad Environmental Considerations/Constraints

Broad environmental considerations/constraints will be used to aid in initial screening of preliminary corridors. Environmental constraints will include population centers, developed areas, future planned development, public resources such as parks/recreational areas, and natural constraints such as topography, water bodies and river and stream crossings. Data for the initial screening process will be obtained from the City of Georgetown's current and future land use maps/plans, Williamson County, examination of topographic maps, and aerial photography.

4.5 – Preliminary Traffic Analysis

The objective of this task is to identify the study area limits for which a set of preliminary alternatives will meet the need and purpose of the project.

- Develop network performance threshold criteria based on traffic profile.
- Conduct geo-spatial sensitivity analysis using threshold criteria and network skimming.
- Identification of Study Area bands to the North and South of SH-29. A GIS shape file will be developed for facility location limits for use in engineering and environmental fatal flaw analysis.

Deliverable

- Technical memo describing the methodology of the traffic analysis

4.6 – Corridor Evaluation

The Engineer will identify and define a full range of conceptual bands or corridors. Utilizing aerial photography, travel demand models, the project's need and purpose, and previously established screening measures, the Engineer will evaluate/screen the corridors to determine viable and non-viable corridor locations.

Non-viable corridors will be eliminated in coordination with the City/County and TxDOT. A technical memorandum detailing why those corridors are not viable options shall be provided.

Deliverable

- Corridor Screening Memorandum

4.7 – Determination of Preliminary Study Area

The Engineer in coordination with the City/County and TxDOT will utilize the previous corridor screening to identify the preliminary study area and prepare a study area base map using current CAPCOG aerial photography.

Deliverable

- Preliminary Study Area and Base Map (2 copies)

4.8 – Environmental Constraints within Preliminary Study Area

Environmental constraints for the preliminary study area will be identified and documented in a two step process defined as data collection and constraints mapping. The first step will include the identification of data needs and data collection. It is expected that most data will be available in digital format for use in the creation of elements needed for the development of the constraints map. Once data needs and sources are identified, the Engineer will contact the appropriate agencies and organizations to obtain the data. Data collection may also be augmented by limited site visits from public right-of-way locations. Data collection at this phase will focus on existing, published constraints data, primarily for issues that could substantially influence project alternatives, including potential fatal flaws. Based on availability, data to be collected will include, but is not limited to:

- Available data from previous relevant studies
- Current County and City comprehensive plans including socioeconomic forecasts, land use, demographic maps and census data, building/housing occupancies, regional facilities, tourism facilities, locations of large employment and retail centers and other major developments
- Economic Development Plans from any communities, economic development corporations, chambers of commerce, etc. that maintain such.
- Land use planning information and economic trends
- CAPCOG aerial photography and contours
- Currently available information on existing and planned land use including platted subdivisions,

existing and proposed Municipal Utility Districts (MUDs) and any other special service districts in unincorporated areas, and business centers

- Zoning ordinances and official zoning maps for any entities within study area that have zoning authority
- Locations of schools, places of worship, and cemeteries in the study area
- Locations of recorded archeological, and historic resources in the study area
- Locations of Section 4(f) and 6(f) properties in the study area
- U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) maps
- State and Federal threatened and endangered species information including known locations (from TPWD NDD, Williamson County Regional HCP and USFWS)
- Karst zones
- Parks, wildlife refuges, and other governmental land holdings
- Landfills
- Texas Commission on Environmental Quality (TCEQ), Environmental Protection Agency (EPA) and hazardous materials database information
- Available geographic data files on soil and geological conditions, including quarries
- Identifying any previously recorded remnant prairies, bottomland hardwoods and/or riparian woodlands
- Geologic information including aquifer recharge features and zones
- Potential environmental justice concerns
- Natural Resource Conservation Service (NRCS) County Soil Survey maps
- Federal Emergency Management Agency (FEMA) 100-year floodplain data
- Upland vegetation types and description
- Existing and planned infrastructure including transmission lines/corridors, fire and police stations, hospitals, libraries, major utilities (water, sewer and power) and others
- Boundaries for cities, towns and communities
- Rivers, streams and other water bodies

The Engineer will utilize the base map prepared in Subtask 4.6 and the data collected above to create a constraints map using GIS. Available GIS coverage for the project area will be acquired/ purchased from various data sources and used to prepare constraints maps. Any GIS data used will be combined with desktop interpretations and coordination with design engineers to provide the available and necessary information for the preliminary planning phase of this project. This data will be prepared in exhibit format for use at public and stakeholder meetings. The map will be periodically updated prior to each series of public meetings/hearings. Constraint information will include, but not be limited to:

- Land Use: Locations of public buildings, airports, fire/EMS stations, hospitals, schools, churches, and parks from site visits and USGS topographic maps
- Locations of cities, towns and communities
- Known locations of historic and archeological sites from THC and TARI databases (archeological sites will not be shown at the public meetings)
- Potential historic structures and/or districts from preliminary site visits
- USFWS National Wetland Inventory (NWI) data
- Photo-interpreted potential wetlands with field checking as possible during site visits
- Potential hazardous materials sites, pipelines, and oil wells from Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) hazardous materials databases
- Federal Emergency Management Agency (FEMA) 100-year floodplain data
- USFWS and TPWD Natural Diversity Database (NDD) protected species information (will not be displayed at public meetings, or in public documents)

- Potential habitat areas for threatened and endangered species (based on existing data, aerial interpretation and site visits from public right-of-way)
- Karst zones and known cave features/locations (will not be displayed at public meetings, or in public documents)
- Prime Farmland Soils

The Engineer will conduct limited site visits from public right-of-way locations to aid in documenting and mapping previously identified constraints and issues within the entire study area.

Deliverable

- Environmental constraints map and constraints report (2 copies and 1 CD)

4.9 – Transportation System Data

The Engineer will obtain, assemble and review available transportation related data from the TxDOT Austin District, TxDOT Transportation Planning and Programming Division, Williamson County, and the City of Georgetown. Information to be obtained includes the following:

- Pertinent existing roadway inventory including number of lanes, roadway and ROW widths
- Historic, current, and forecasted traffic volumes
- Existing travel demand patterns and characteristics such as vehicle classifications (percent trucks), peak period direction distributions and K-factor, AM and PM peak hour factors, origin-destinations, vehicle occupancies, etc.
- Roadway functional classifications (arterial, collector, etc.)
- Most current Transportation Plans from TxDOT, CAMPO, the County and City to include committed improvements and travel demand forecasts
- Pertinent data on existing and planned major transportation facilities
- Railroad facilities
- Airport facilities
- Available aerial photography, planimetrics, and DTM
- Pertinent previously completed transportation studies
- Available accident data and rates

4.10 – Locate Major Utilities within Preliminary Study Area

The Engineer will identify through research and windshield survey major existing utilities, public and private, overhead and underground, as necessary. The Engineer will use this information to identify potential conflicts within the study area for the various alternatives and to minimize the potential adverse impacts to major utilities. The Engineer will incorporate the existing utility data collected into the constraint map.

4.11 – Miscellaneous Data Collection and Survey

The Engineer will conduct field surveys and obtain miscellaneous data as required during the development of the project.

4.12 – Major Drainage Features within Preliminary Study Area

The Engineer will obtain existing hydraulic studies. The existing studies may be prepared by or for FEMA, drainage districts, river authorities, cities, and counties. The Engineer will include all floodplain data and water crossings on the constraint map.

- "Blue-line" channels from USGS mapping in the study area
- 100-year floodplain in the study area

- Past flood event records for major waterways in the study area
- Hydraulic/ Hydrologic reports prepared by various agencies in the study area

4.13 – Engineering Conditions within Preliminary Study Area

By supplemental agreement, the Engineer will evaluate various engineering elements of the preliminary study area to identify design constraints and/or potential fatal flaws associated with the draft study area, which are not easily quantified at this time.

4.14 – Current Conditions and Influences within Preliminary Study Area

The Engineer will utilize the environmental constraints map to identify and quantify influences and concerns based on current conditions. This determination will serve to identify key issues related to transportation service, environmental, social, economic, and hydraulics throughout the corridor. The Engineer will identify existing land use, known constraints, control points and sensitive areas within the study area which might eliminate or otherwise influence alternative location options, and identify known opportunities which might be conducive to the development of alternatives.

Deliverables

- Technical memo: *Evaluation of Preliminary Study Area Conditions* (2 copies)
- Catalog of assembled data

TASK 5 – PUBLIC INVOLVEMENT

5.1 – Draft Public Involvement Plan

The Engineer will assist the City/County in the preparation of a draft public involvement plan to support the study and to communicate project issues and solicit public input regarding the identification and evaluation of alternative alignments in the study corridor throughout the course of project planning and development.

The City/County will plan, implement, coordinate, and execute the public involvement plan. The Engineer will assist the City/County by providing technical support for the public involvement process.

Deliverable

- Public Involvement Plan (2 copies and 1 CD)

5.2 – Communication Tools

The City/County will determine and provide the appropriate communication tools for the project, which may include press releases, newsletters or fact sheets, project website, etc. The Engineer will provide technical support to the County's communication plan.

5.3 – List of Adjacent Property Owners

The Engineer will develop a mailing list of names and addresses of adjacent property owners to be used by the County for disseminating the study information and public meeting/hearing notices. The mailing list will include names and addresses of all property owners included within the study area. The County may modify and/or update the list based on its public involvement efforts. The list of adjacent property owner database will contain the owner's name, mailing address, property address, and property ID number.

The mailing list will be computerized with sorting and automated labeling capability, and property ownership will not be updated during WA#1.

Deliverable

- Property owner mailing list in Excel computer software format (1 copy and 1 CD)

5.4 – Project Updates for County Website

The Engineer will provide updates (text and graphics) for inclusion on the County/project website. An estimated five (5) updates will be provided as directed by the County. The County will be responsible for creating, updating, and maintaining any project website.

This scope of services does not include:

- Preparation of a NEPA document (EA or EIS)
- Development and evaluation of alignment alternatives
- Detailed field investigations
- Detailed design mitigation plans
- Hazardous materials Phase I or II Environmental Site Assessments
- Any review or consultation by legal counsel will require a supplemental to the contract
- Interactive web-based ROW and Utility Tracking Application
- Traffic Noise Analysis or Interior noise level measurements
- Design plans for wetland mitigation site(s) and necessary mitigation coordination to accomplish required mitigation
- Wetland delineation or field evaluations
- Wetland permitting
- Any formal or informal Endangered Species (Section 7) Consultation
- Presence/absence surveys for endangered species
- Detailed archaeological studies
- Preparation of environmental documents and/or mitigation for drainage detention facilities
- Formal Section 106 Consultation for historic properties
- Preparation of a Single Occupant Vehicle (SOV) analysis, if Williamson County goes into non-attainment status
- Preparation of Section 4(f)/6(f) Statements and coordination for Section 4(f)/6(f) approval
- Development of conceptual mitigation measures for any significant water quality impacts
- Expert witness testimony or any time, resources, and expenses used to support any legal challenges related to the project development process
- Preparation of artist rendering of project or 3D visualization or fly through video
- Set-up and maintenance of toll-free hotline or website
- Media relations including reporters roundtable, media releases, and editorial board activities
- Construction monitoring
- Surveying and aerial mapping

EXHIBIT C
Work Schedule
Kennedy Consulting, Ltd.
SH 29 Georgetown Reliever Route, Work Authorization #1

	February	March	April	May	June	July	August	September
1.1 Miscellaneous Project Management								
1.2 Project Management Plan								
1.3 Study Progress Reports, Invoices, and Billings								
1.4 Project Documentation/Administrative Record								
1.5 Project Schedule								
1.6 Subconsultant Management								
1.7 Quality Assurance/Quality Control								
2.1 Project Kick-Off Meeting								
2.2 Project Coordination Plan								
3.1 Draft Need and Purpose								
3.2 Transportation Conditions								
3.3 Describe Conceptual Proposed Action								
4.1 Study Team Meetings								
4.2 Criteria and Measures of Effectiveness								
4.3 Travel Demand Model Development								
4.3 Preliminary Travel Demand Modeling								
4.4 Broad Environmental Considerations/Constraints								
4.5 Corridor Evaluation								
4.6 Preliminary Study Area								
4.7 Environmental Constraints Map of Prelim Study Area								
4.8 Transportation System Data								
4.9 Locate Utilities								
4.10 Miscellaneous Data Collection and Surveying								
4.11 Drainage								
4.12 Engineering Conditions								
4.13 Current Conditions and Influences								
5.1 Public Involvement Plan								
5.2 Communication Tools								
5.3 Property Ownership Data								
5.5 Project updates for County Website								

**EXHIBIT D
FEE SCHEDULE**

**FOR
KENNEDY CONSULTING, LTD.**

SH 29 GEORGETOWN RELIEVER ROUTE, WORK AUTHORIZATION #1

For services describe in the Scope of Services, we request the compensation as detailed below. Cost breakdowns for engineering services and explanation of expenses are shown on the following pages.

MAXIMUM AMOUNT PAYABLE

\$740,202.45

EXHIBIT D
Fee Schedule Summary
Kennedy Consulting, Ltd.
SH 29 Georgetown Reliever Route, Work Authorization #1

Description of Work or Task	KCI (42.3%)	BA (14.6%)	BLN (15.3%)	CMC (10.3%)	INL (1.9%)	WS (15.6%)	Cost/ Task Totals
Task 1 Project Management and Coordination	\$88,575.00	\$1,960.00	\$15,158.00	\$17,225.36	\$110.00	\$20,470.00	\$143,498.36
Task 2 Project Initiation	\$15,520.00	\$0.00	\$10,012.00	\$4,858.85	\$0.00	\$1,800.00	\$32,590.85
Task 3 Conceptual Approach	\$21,640.00	\$0.00	\$11,277.00	\$3,030.28	\$0.00	\$20,880.00	\$56,827.28
Task 4 Study Area Determination and Evaluation	\$170,120.00	\$105,920.00	\$74,424.00	\$43,729.84	\$10,098.00	\$72,300.00	\$476,591.84
Task 5 Public Involvement	\$17,120.00	\$0.00	\$2,720.00	\$7,035.12	\$3,819.00	\$0.00	\$30,694.12
FEE SCHEDULE SUMMARY	\$313,375.00	\$107,880.00	\$113,591.00	\$75,879.45	\$14,027.00	\$115,450.00	\$740,202.45
KCI - Kennedy Consulting, Ltd.							\$313,375.00
BA - Baker-Aicklen & Associates, Inc.							\$107,880.00
BLN - Blanton & Associates, Inc.							\$113,591.00
CMC - Cox McLain Environmental Consulting, Inc.							\$75,879.45
INL - Inland Geodetics, LP							\$14,027.00
WS - Wilbur Smith Associates							\$115,450.00
							\$740,202.45

Summary of Manhours by Classification
Kennedy Consulting, Ltd.
SH 29 Georgetown Reliever Route, Work Authorization #1

Description of Work or Task	Project Manager \$190.00/Hr	Senior Prof. 2 \$170.00/Hr	Senior Prof. 1 \$145.00/Hr	Prof. 2 \$115.00/Hr	Prof. 1 \$90.00/Hr	Admin / Clerical \$65.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1 Project Management and Coordination								
1.1 Miscellaneous Project Management	16	16				16	48	\$6,800.00
1.2 Project Management Plan	8	24	8			8	48	\$7,280.00
1.3 Study Progress Reports, Invoices, and Billings	24	24				24	72	\$10,200.00
1.4 Project Documentation/Administrative Record	24	24				48	96	\$11,760.00
1.5 Project Schedule	12	12					24	\$4,320.00
1.6 Subconsultant Management	16	32				16	64	\$9,520.00
1.7 QA/QC and Staff Coordination	16	32	32				80	\$13,120.00
Direct Expenses								\$25,575.00
Project Management and Coordination Subtotal:	116	164	40	0	0	112	432	\$88,575.00
Task 2 Project Initiation								
2.1 Project Kick-Off Meeting	8	8	8				24	\$4,040.00
2.2 Project Coordination Plan	8	16	32		16	24	96	\$11,880.00
Project Initiation Subtotal:	16	24	40	0	16	24	120	\$15,920.00
Task 3 Conceptual Approach								
3.1 Draft Need and Purpose	8	16					24	\$4,240.00
3.2 Transportation Conditions	8	8	16	24	32		88	\$10,840.00
3.3 Describe Conceptual Proposed Action	8	16	16				40	\$6,560.00
Conceptual Approach Subtotal:	24	40	32	24	32	0	152	\$21,640.00

Summary of Manhours by Classification
Kennedy Consulting, Ltd.
SH 29 Georgetown Reliever Route, Work Authorization #1

Description of Work or Task	Project Manager \$190.00/Hr	Senior Prof. 2 \$170.00/Hr	Senior Prof. 1 \$145.00/Hr	Prof. 2 \$115.00/Hr	Prof. 1 \$90.00/Hr	Admin / Clerical \$65.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 4 Study Area Determination and Evaluation								
4.1 Team Meetings	24	24			24		72	\$10,800.00
4.2 Criteria and Measures of Effectiveness	8	16					24	\$4,240.00
4.3 Preliminary Travel Demand Modeling							0	\$0.00
4.4 Broad Environmental Considerations/Constraints							0	\$0.00
4.5 Preliminary Traffic Analysis							0	\$0.00
4.6 Corridor Evaluation	32	64	120	240	240		696	\$83,560.00
4.7 Preliminary Study Area	4	8		16	24		52	\$6,120.00
4.8 Environmental Constraints Map of Preliminary Study Area	8	16	16	24	32		96	\$12,200.00
4.9 Transportation System Data	8	16	16	32	40		112	\$13,840.00
4.10 Locate Utilities	2	2	4	16	24		48	\$5,300.00
4.11 Miscellaneous Data Collection and Surveying	2	4	8	16	16		46	\$5,500.00
4.12 Drainage	4	8	24	32	48		116	\$13,600.00
4.13 Engineering Conditions		(By supplemental)					0	\$0.00
4.14 Current Conditions and Influences	4	16	24	32	48		124	\$14,960.00
Study Area Determination and Evaluation:	96	174	212	408	496	0	1386	\$170,120.00
Task 5 Public Involvement								
5.1 Public Involvement Plan	8	16	32			24	80	\$10,440.00
5.2 Communication Tools							0	\$0.00
5.3 Property Ownership Data (Mailing List within draft study area)	4			24		16	44	\$4,560.00
5.4 Project Updates for County Website		4			16		20	\$2,120.00
							0	\$0.00
Public Involvement Subtotal:	12	20	32	24	16	40	144	\$17,120.00
KCI SUMMARY	264	422	356	456	560	176	2234	\$313,376.00

Summary of Direct Expenses
Kennedy Consulting, Ltd.
SH 29 Georgetown Reliever Route, Work Authorization #1

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. CADD	Hr	1000	\$20.00	\$20,000.00
II. Mileage	mile	500	\$0.55	\$275.00
III. Overnight Mail - letter size	each	20	\$15.00	\$300.00
IV. Overnight Mail - oversized box	each	10	\$25.00	\$250.00
V. Courier Services	each	-	\$0.00	\$0.00
VI. Outside Printing - Reports/Exhibits	each	1	\$1,000.00	\$1,000.00
VII. Large Format Plotting	sf	1,100	\$2.50	\$2,750.00
VII. Mounting of large exhibits	sf	100	\$10.00	\$1,000.00
Total Direct Expenses				\$25,575.00

Summary of Manhours by Classification
Baker-Aicklen & Associates, Inc.
SH 29 Georgetown Reliever Route, Work Authorization #1

Description of Work or Task	Senior Surveyor \$175.00/Hr	Survey/ GIS Tech \$120.00/Hr	Senior Sub Surf Eng \$195.00/Hr	One-Man GPS Crew \$75.00/Hr	Three-Man Survey Crew \$185.00/Hr	Admin / Clerical \$60.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1 Project Management and Coordination								
1.1 Miscellaneous Project Management	3	3					6	\$885.00
1.2 Project Management Plan							0	\$0.00
1.3 Study Progress Reports, Invoices, and Billings							0	\$0.00
1.4 Project Documentation/Administrative Record							0	\$0.00
1.5 Project Schedule	1	1					2	\$295.00
1.6 Subconsultant Management							0	\$0.00
1.7 QA/QC and Staff Coordination							0	\$0.00
Direct Expenses								\$780.00
Project Management and Coordination Subtotal:	4	4	0	0	0	0	2	\$1,960.00
Task 2 Project Initiation								
2.1 Project Kick-Off Meeting							0	\$0.00
2.2 Project Coordination Plan							0	\$0.00
Project Initiation Subtotal:	0	0	0	0	0	0	0	\$0.00
Task 3 Conceptual Approach								
3.1 Draft Need and Purpose							0	\$0.00
3.2 Transportation Conditions							0	\$0.00
3.3 Describe Conceptual Proposed Action							0	\$0.00
Conceptual Approach Subtotal:	0	0	0	0	0	0	0	\$0.00

Summary of Manhours by Classification
Baker-Aicklen & Associates, Inc.
SH 29 Georgetown Reliever Route, Work Authorization #1

Description of Work or Task	Senior Surveyor \$175.00/Hr	Survey/ GIS Tech \$120.00/Hr	Senior Sub Surf Eng \$195.00/Hr	One-Man GPS Crew \$75.00/Hr	Three-Man Survey Crew \$165.00/Hr	Admin / Clerical \$60.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 4 Study Area Determination and Evaluation								
4.1 Team Meetings							0	\$0.00
4.2 Criteria and Measures of Effectiveness							0	\$0.00
4.3 Preliminary Travel Demand Modeling							0	\$0.00
4.4 Broad Environmental Considerations/Constraints							0	\$0.00
4.5 Preliminary Traffic Analysis							0	\$0.00
4.6 Corridor Evaluation							0	\$0.00
4.7 Preliminary Study Area							0	\$0.00
4.8 Environmental Constraints Map of Preliminary Study Area							0	\$0.00
4.9 Transportation System Data							0	\$0.00
4.10 Locate Utilities	40	560	32	24		20	676	\$83,440.00
4.11 Miscellaneous Data Collection and Surveying	16	80		40	40	8	184	\$22,480.00
4.12 Drainage							0	\$0.00
4.13 Engineering Conditions							0	\$0.00
4.14 Current Conditions and Influences							0	\$0.00
Study Area Determination and Evaluation:	56	640	32	64	40	28	860	\$105,920.00
Task 5 Public Involvement								
5.1 Public Involvement Plan							0	\$0.00
5.2 Communication Tools							0	\$0.00
5.3 Property Ownership Data							0	\$0.00
Public Involvement Subtotal:	0	0	0	0	0	0	0	\$0.00
BA SUMMARY	60	644	32	64	40	28	862	\$107,880.00

Summary of Direct Expenses
Baker-Aicklen & Associates, Inc.
SH 29 Georgetown Reliever Route, Work Authorization #1

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Mileage	mile	1,000	\$0.55	\$550.00
II. Postage	each	0	\$5.50	\$0.00
III. Overnight Mail - letter size	each	2	\$15.00	\$30.00
IV. Overnight Mail - oversized box	each	0	\$25.00	\$0.00
V. Courier Services	each	10	\$20.00	\$200.00
VI. Outside Printing - Reports/Exhibits	each	0	\$0.00	\$0.00
Total Direct Expenses				\$780.00

Summary of Manhours by Classification
Blanton & Associates, Inc.
SH 29 Georgetown Reliever Route, Work Authorization #1

Description of Work or Task	Senior Proj Manager \$150.00/Hr	Deputy Proj Manager \$125.00/Hr	Senior Bio/ Plnr/Arch/Hist \$95.00/Hr	BioTch/EnvPlnr Arch TechII \$65.00/Hr	GIS Analyst III \$85.00/Hr	GIS Analyst I \$60.00/Hr	Tech Edit/ Proj Admin \$54.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1 Project Management and Coordination									
1.1 Miscellaneous Project Management								0	\$0.00
1.2 Project Management Plan	8	8					8	16	\$2,632.00
1.3 Study Progress Reports, Invoices, and Billings	8						4	8	\$1,416.00
1.4 Project Documentation/Administrative Record	8			40				48	\$3,800.00
1.5 Project Schedule	8							8	\$1,200.00
1.6 Subconsultant Management								0	\$0.00
1.7 QA/QC and Staff Coordination	40							40	\$6,000.00
Direct Expenses									\$110.00
Project Management and Coordination Subtotal:	72	8	0	40	0	0	12	120	\$15,158.00
Task 2 Project Initiation									
2.1 Project Kick-Off Meeting	8	8			8			24	\$2,880.00
2.2 Project Coordination Plan	16	4	40				8	68	\$7,132.00
Project Initiation Subtotal:	24	12	40	0	8	0	8	92	\$10,012.00
Task 3 Conceptual Approach									
3.1 Draft Need and Purpose	18	16	40			8	8	88	\$9,112.00
3.2 Transportation Conditions	2		5			8		15	\$1,255.00
3.3 Describe Conceptual Proposed Action	1		8					9	\$910.00
Conceptual Approach Subtotal:	19	16	53	0	0	16	8	112	\$11,277.00

Summary of Manhours by Classification
Blanton & Associates, Inc.
SH 29 Georgetown Reliever Route, Work Authorization #1

Description of Work or Task	Senior Proj Manager \$150.00/Hr	Deputy Proj Manager \$125.00/Hr	Senior Bio/ Plnr/Arch/Hist \$95.00/Hr	BioTch/EnvPlnr Arch Tech/II \$65.00/Hr	GIS Analyst III \$85.00/Hr	GIS Analyst I \$60.00/Hr	Tech Edit/ Proj Admin \$54.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 4 Study Area Determination and Evaluation									
4.1 Team Meetings	36	36	24		8	24	8	136	\$14,732.00
4.2 Criteria and Measures of Effectiveness	16	16	32				8	72	\$7,872.00
4.3 Preliminary Travel Demand Modeling								0	\$0.00
4.4 Broad Environmental Considerations/Constraints	8	8	24		16	32		88	\$7,760.00
4.5 Preliminary Traffic Analysis								0	\$0.00
4.6 Corridor Evaluation	8	8	24		8	16		64	\$6,120.00
4.7 Preliminary Study Area	8	8	32		8	16		72	\$6,880.00
4.8 Environmental Constraints Map of Preliminary Study Area	8	8	48	24	80	120	2	290	\$22,428.00
4.9 Transportation System Data								0	\$0.00
4.10 Locate Utilities								0	\$0.00
4.11 Miscellaneous Data Collection and Surveying								0	\$0.00
4.12 Drainage								0	\$0.00
4.13 Engineering Conditions								0	\$0.00
4.14 Current Conditions and Influences	16	16	40				8	80	\$8,632.00
Study Area Determination and Evaluation:	100	100	224	24	120	208	26	802	\$74,424.00
Task 5 Public Involvement									
5.1 Public Involvement Plan	8		16					24	\$2,720.00
5.2 Communication Tools								0	\$0.00
5.3 Property Ownership Data								0	\$0.00
Public Involvement Subtotal:	8	0	16	0	0	0	0	24	\$2,720.00
BLN SUMMARY	223	136	333	54	128	224	54	1150	\$113,591.00

Summary of Direct Expenses
Blanton & Associates, Inc.
SH 29 Georgetown Reliever Route, Work Authorization #1

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Mileage	mile	200	\$0.55	\$110.00
II. Overnight Mail - letter size	each	-	\$15.00	\$0.00
III. Overnight Mail - oversized box	each	-	\$25.00	\$0.00
IV. Courier Services	each	-	\$0.00	\$0.00
V. Outside Printing - Reports/Exhibits	each	-	\$0.00	\$0.00
VI. Backhoe and Operator Rental	hour	-	\$0.00	\$0.00
VII. Dry Mounting for Display Boards	each	-	\$0.00	\$0.00
VIII. 8.5 x 11 B&W copies	each	-	\$0.00	\$0.00
IX. 8.5 x 11 Color copies	each	-	\$0.00	\$0.00
X. 11 x 17 B&W copies	each	-	\$0.00	\$0.00
XI. 11 x 17 Color copies	each	-	\$0.00	\$0.00
Total Direct Expenses				\$110.00

Summary of Manhours by Classification
Cox|McLain Environmental Consulting, Inc.
SH 29 Georgetown Reliever Route, Work Authorization #1

Description of Work or Task	Sr Env Scientist II \$149.50/Hr	Sr Env Scientist I \$120.75/Hr	Env Prof II \$100.63/Hr	Env Staff II \$71.88/Hr	Env Staff I \$63.25/Hr	Env Tech I/ Admin/Cleric \$44.55/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1 Project Management and Coordination								
1.1 Miscellaneous Project Management	16						16	\$2,392.00
1.2 Project Management Plan	12	12					24	\$3,243.00
1.3 Study Progress Reports, Invoices, and Billings	8					4	12	\$1,374.24
1.4 Project Documentation/Administrative Record	32					8	40	\$5,140.48
1.5 Project Schedule	8						8	\$1,196.00
1.6 Subconsultant Management							0	\$0.00
1.7 QA/QC and Staff Coordination	4			4		2	10	\$974.64
Direct Expenses								\$2,905.00
Project Management and Coordination Subtotal:	80	12	0	4	0	14	110	\$17,225.36
Task 2 Project Initiation								
2.1 Project Kick-Off Meeting	5	5					10	\$1,351.25
2.2 Project Coordination Plan	10		20				30	\$3,507.60
Project Initiation Subtotal:	15	5	20	0	0	0	40	\$4,858.85
Task 3 Conceptual Approach								
3.1 Draft Need and Purpose	12	4		8		4	28	\$3,030.28
3.2 Transportation Conditions							0	\$0.00
3.3 Describe Conceptual Proposed Action							0	\$0.00
Conceptual Approach Subtotal:	12	4	0	8	0	4	28	\$3,030.28

Summary of Manhours by Classification
Cox|McLain Environmental Consulting, Inc.
SH 29 Georgetown Reliever Route, Work Authorization #1

Description of Work or Task	Sr Env Scientist II \$149.50/Hr	Sr Env Scientist I \$120.75/Hr	Env Prof II \$100.63/Hr	Env Staff II \$71.88/Hr	Env Staff I \$63.25/Hr	Env Tech I/ Admin/Cleric \$44.56/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 4 Study Area Determination and Evaluation								
4.1 Team Meetings	40	40					80	\$10,810.00
4.2 Criteria and Measures of Effectiveness	12			12			24	\$2,656.56
4.3 Preliminary Travel Demand Modeling							0	\$0.00
4.4 Broad Environmental Considerations/Constraints	12	4		40	20	8	84	\$6,773.68
4.5 Preliminary Traffic Analysis							0	\$0.00
4.6 Corridor Evaluation	8	4		12	12		36	\$3,300.56
4.7 Preliminary Study Area							0	\$0.00
4.8 Environmental Constraints Map of Preliminary Study Area								
Environmental, Social and Economic Data Collection	12	8	8	40	48	20	136	\$10,367.44
Environmental Constraints Map of Preliminary Study Area	8			120			128	\$9,821.60
4.9 Transportation System Data								\$0.00
4.10 Locate Utilities								\$0.00
4.11 Miscellaneous Data Collection and Surveying								\$0.00
4.12 Drainage								\$0.00
4.13 Engineering Conditions								\$0.00
4.14 Current Conditions and Influences								\$0.00
Study Area Determination and Evaluation:	92	56	8	224	80	28	488	\$43,729.84
Task 5 Public Involvement								
5.1 Public Involvement Plan	28	8				2	36	\$5,241.12
5.2 Communication Tools	12						12	\$1,794.00
5.3 Property Ownership Data								\$0.00
Public Involvement Subtotal:	40	8	0	0	0	2	48	\$7,035.12
CMC SUMMARY	239	85	28	236	80	48	714	\$75,879.45

Summary of Direct Expenses
Cox|McLain Environmental Consulting, Inc.
SH 29 Georgetown Reliever Route, Work Authorization #1

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Mileage	mile	500	\$0.55	\$275.00
II. Overnight Mail - letter size	each	2	\$15.00	\$30.00
III. Overnight Mail - oversized box	each	4	\$25.00	\$100.00
IV. Courier Services	each	0	\$20.00	\$0.00
V. Outside Printing - Reports/Exhibits/Plots	each	5	\$100.00	\$500.00
VI. Trimble GPS Rental	day	0	\$95.00	\$0.00
VII. Miscellaneous field supplies	each	0	\$0.00	\$0.00
VIII. 8.5 x 11 B&W copies	each	0	\$0.10	\$0.00
IX. 8.5 x 11 Color copies	each	0	\$0.25	\$0.00
X. 11 x 17 B&W copies	each	0	\$1.00	\$0.00
XI. 11 x 17 Color copies	each	0	\$1.50	\$0.00
XII. HazMat Database Search (Tel/Air)	each	2	\$1,000.00	\$2,000.00
Total Direct Expenses				\$2,905.00

Summary of Manhours by Classification
Inland Geodetics, LP
SH 29 Georgetown Reliever Route, Work Authorization #1

Description of Work or Task	Survey Proj Manager \$125.00/Hr	RPLS/ Proj Supvsr \$114.00/Hr	Survey/GPS Technician \$85.00/Hr	2 Man Survey Crew \$125.00/Hr	3 Man Survey Crew \$150.00/Hr	Flagger \$28.00/Hr	Admin/ Clerical \$46.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1 Project Management and Coordination									
1.1 Miscellaneous Project Management								0	\$0.00
1.2 Project Management Plan								0	\$0.00
1.3 Study Progress Reports, Invoices, and Billings								0	\$0.00
1.4 Project Documentation/Administrative Record								0	\$0.00
1.5 Project Schedule								0	\$0.00
1.6 Subconsultant Management								0	\$0.00
1.7 QA/QC and Staff Coordination								0	\$0.00
Direct Expenses									\$110.00
Project Management and Coordination Subtotal:	0	0	0	0	0	0	0	0	\$110.00
Task 2 Project Initiation									
2.1 Project Kick-Off Meeting								0	\$0.00
2.2 Project Coordination Plan								0	\$0.00
Project Initiation Subtotal:	0	0	0	0	0	0	0	0	\$0.00
Task 3 Conceptual Approach									
3.1 Draft Need and Purpose								0	\$0.00
3.2 Existing and Projected Roadway Network Conditions								0	\$0.00
3.3 Describe Conceptual Proposed Action								0	\$0.00
Conceptual Approach Subtotal:	0	0	0	0	0	0	0	0	\$0.00

Summary of Manhours by Classification
Inland Geodetics, LP
SH 29 Georgetown Reliever Route, Work Authorization #1

Description of Work or Task	Survey Proj Manager \$125.00/Hr	RPLS/ Proj Supvsr \$114.00/Hr	Survey/GPS Technician \$85.00/Hr	2 Man Survey Crew \$125.00/Hr	3 Man Survey Crew \$150.00/Hr	Flagger \$28.00/Hr	Admin/ Clerical \$46.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 4 Study Area Determination and Evaluation									
4.1 Team Meetings								0	\$0.00
4.2 Criteria and Measures of Effectiveness								0	\$0.00
4.3 Preliminary Travel Demand Modeling								0	\$0.00
4.4 Broad Environmental Considerations/Constraints								0	\$0.00
4.5 Preliminary Traffic Analysis								0	\$0.00
4.6 Corridor Evaluation								0	\$0.00
4.7 Preliminary Study Area								0	\$0.00
4.8 Environmental Constraints Map of Preliminary Study Area								0	\$0.00
4.9 Transportation System Data								0	\$0.00
4.10 Locate Utilities								0	\$0.00
4.11 Miscellaneous Data Collection and Surveying	2	4	40	24	16	8	8	102	\$10,098.00
4.12 Drainage								0	\$0.00
4.13 Engineering Conditions								0	\$0.00
4.14 Current Conditions and Influences								0	\$0.00
Study Area Determination and Evaluation:	2	4	40	24	16	8	8	102	\$10,098.00
Task 5 Public Involvement									
5.1 Public Involvement Plan								0	\$0.00
5.2 Communication Tools								0	\$0.00
5.3 Property Ownership Data (WCAD boundaries within study area)	3	3	30				12	48	\$3,819.00
Public Involvement Subtotal:	3	3	30	0	0	0	12	48	\$3,819.00
INL SUMMARY	5	7	70	24	16	8	20	150	\$14,027.00

Summary of Direct Expenses
Inland Geodetics, LP
SH 29 Georgetown Reliever Route, Work Authorization #1

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. GPS Receiver	unit/hour	-	\$10.00	\$0.00
II. Additional Vehicle	day	-	\$65.00	\$0.00
III. ATV (All Terrain Vehicle)	day	-	\$65.00	\$0.00
IV. Mileage	mile	-	\$0.00	\$0.00
V. Postage	each	-	\$0.00	\$0.00
VI. Overnight Mail - letter size	each	-	\$15.00	\$0.00
VII. Overnight Mail - oversized box	each	-	\$25.00	\$0.00
VIII. Courier Services	each	-	\$0.00	\$0.00
IX. Outside Printing - Reports/Exhibits	each	-	\$0.00	\$0.00
Total Direct Expenses				\$0.00

Summary of Manhours by Classification
Wilbur Smith Associates
SH 29 Georgetown Reliever Route, Work Authorization #1

Description of Work or Task	Principal Eng/ Tech Mngr \$210.00/Hr	Principal Planner \$180.00/Hr	Sr Eng/Planner Tech Specialist \$160.00/Hr	Eng/ Tech/GIS Special \$120.00/Hr	Admin/ Clerical \$60.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1 Project Management and Coordination							
1.1 Miscellaneous Project Management	16	18				32	\$6,240.00
1.2 Project Management Plan						0	\$0.00
1.3 Study Progress Reports, Invoices, and Billings	4	12			40	16	\$5,000.00
1.4 Project Documentation/Administrative Record						0	\$0.00
1.5 Project Schedule	4	8				12	\$2,280.00
1.6 Subconsultant Management						0	\$0.00
1.7 QA/QC and Staff Coordination	12	24				36	\$6,840.00
Direct Expenses							\$110.00
Project Management and Coordination Subtotal:	36	60	0	0	40	96	\$20,470.00
Task 2 Project Initiation							
2.1 Project Kick-Off Meeting	6	3				9	\$1,800.00
2.2 Project Coordination Plan						0	\$0.00
Project Initiation Subtotal:	6	3	0	0	0	9	\$1,800.00
Task 3 Conceptual Approach							
3.1 Draft Need and Purpose		8				8	\$1,440.00
3.2 Transportation Conditions						0	\$0.00
Collect and summarize historical traffic count data for the SH-29 Corridor as available		2		20		22	\$2,760.00
Gather, review and summarize existing traffic forecast studies/existing model results		4		32		36	\$4,560.00
Obtain appropriate version of CAMPO Regional Travel Demand Model			16			16	\$2,400.00
Develop traffic profile for SH-29 (Deficiencies Analysis)		2		16		18	\$2,280.00
Prepare Traffic Profile report for SH-29		2		16		18	\$2,280.00
Identify committed transportation projects to be used in the E+C model network		2	32			34	\$5,160.00
3.3 Describe Conceptual Proposed Action						0	\$0.00
Conceptual Approach Subtotal:	0	20	48	34	0	152	\$20,880.00

Summary of Manhours by Classification
Wilbur Smith Associates
SH 29 Georgetown Reliever Route, Work Authorization #1

Description of Work or Task	Principal Eng/ Tech Mngr \$210.00/Hr	Principal Planner \$180.00/Hr	Sr Eng/Planner/ Tech Specialist \$150.00/Hr	Eng/ Tech/GIS Special \$120.00/Hr	Admin/ Clerical \$50.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 4 Study Area Determination and Evaluation							
4.1 Team Meetings						0	\$0.00
4.2 Criteria and Measures of Effectiveness		32				32	\$5,760.00
4.3 Preliminary Travel Demand Modeling						0	\$0.00
Determine model base year and forecast years for EIS analysis		12				12	\$2,160.00
Refine model traffic analysis zone structure for Williamson County				40		40	\$4,800.00
Develop population and employment model inputs for base year and forecast years		2	8			10	\$1,560.00
Refine and code model network for Williamson County		4		48		52	\$6,480.00
Revise model stream based on refined zone structure and pop/emp model inputs.		8	32			40	\$6,240.00
Validation of base year travel demand model for use in EIS		8	52			60	\$9,240.00
Conduct model traffic assignment for forecast years (E+C networks)		2		16		18	\$2,280.00
Prepare Draft Model Documentation Report		12	80			92	\$14,160.00
Prepare Final Model Documentation Report		4	24			28	\$4,320.00
Preliminary Study Area		4	48			52	\$7,920.00
4.4 Broad Environmental Considerations/Constraints						0	\$0.00
4.5 Preliminary Traffic Analysis						0	\$0.00
4.6 Corridor Evaluation						0	\$0.00
4.7 Preliminary Study Area						0	\$0.00
4.8 Environmental Constraints Map of Preliminary Study Area		8	6	42		56	\$7,380.00
4.9 Transportation System Data						0	\$0.00
4.10 Locate Utilities						0	\$0.00
4.11 Miscellaneous Data Collection and Surveying						0	\$0.00
4.12 Drainage						0	\$0.00
4.13 Engineering Conditions						0	\$0.00
4.14 Current Conditions and Influences						0	\$0.00
Study Area Determination and Evaluation:	0	96	250	146	0	492	\$72,300.00
Task 5 Public Involvement							
5.1 Public Involvement Plan						0	\$0.00
5.2 Communication Tools						0	\$0.00
5.3 Property Ownership Data						0	\$0.00
Public Involvement Subtotal:	0	0	0	0	0	0	\$0.00
WS SUMMARY	42	179	298	230	40	749	\$115,450.00

Summary of Direct Expenses
Wilbur Smith Associates
SH 29 Georgetown Reliever Route, Work Authorization #1

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Mileage	mile	200	\$0.55	\$110.00
II. Toll Charges	each	-	\$0.00	\$0.00
III. Postage	each	-	\$0.00	\$0.00
IV. Overnight Mail - letter size	each	-	\$15.00	\$0.00
V. Overnight Mail - oversized box	each	-	\$25.00	\$0.00
VI. Courier Services	each	-	\$0.00	\$0.00
VII. Out of town travel expenses	each	-	\$0.00	\$0.00
Total Direct Expenses				\$110.00

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2009

PRODUCER McLaughlin Brunson Insurance Agency, LLP 6600 LBJ Freeway, Suite 220 Dallas TX 75240 (214) 503-1212	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 Kennedy Consulting, Ltd. Kennedy Consulting, Inc. 204 S. Ih-35, Suite 101 Georgetown TX 78628	INSURERS AFFORDING COVERAGE INSURER A: Liberty Insurance Underwriters INSURER B: Travelers Indemnity Company INSURER C: Travelers Lloyds Ins. Company INSURER D: Charter Oak Fire Insurance Co. INSURER E: Travelers Indemnity Co of Conn	NAIC # 19917 25658 41262 25615 25682

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 AGGY LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C	GENERAL LIABILITY	PACP8181L033	2/11/2008	2/11/2009	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMPROP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
D	AUTOMOBILE LIABILITY	BA8181L28A	2/11/2008	2/11/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> There are no Owned Autos.				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
E	EXCESS/UMBRELLA LIABILITY	CUP8425Y064	2/11/2008	2/11/2009	EACH OCCURRENCE \$ 6,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 6,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB5536Y649	2/11/2008	2/11/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.I. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.I. DISEASE - EA EMPLOYEE \$ 500,000
					E.I. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Professional Liab.	A8H197023-0108	2/11/2008	2/11/2009	\$ 3,000,000 Per Claim / Aggregate

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. Williamson County is named as an additional insured on the general liability coverage as required contract. The policies will not be cancelled or non-renewed until ten (10) days after county has received notification. - RE: SH 29 GTN Bypass, Insurance Certificate.

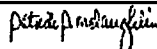
CERTIFICATE HOLDER

Williamson County
 c/o Mike Weaver
 Primo Strategies, Inc.
 1508 S. Lamar Blvd.
 Austin TX 78704

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



IMPORTANT

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

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

DISCLAIMER

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

DESCRIPTION OF OPERATIONS SECTION CONTINUEDDATE
1/21/2009**CERTIFICATE HOLDER:**

Williamson County
c/o Mike Weaver
Prime Strategies, Inc.
1508 S. Lamar Blvd.
Austin TX 78704

INSURED:

Kennedy Consulting, Ltd.
Kennedy Consulting, Inc.
204 S. Ih-35, Suite 101
Georgetown TX 78628

DESCRIPTION OF OPERATIONS CONTINUED:
1-21-09, WilCo