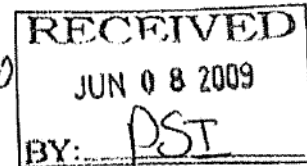


Contract No. Roadside Landscape Specifications
TBG Partners Checklist



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

Course of Work

- ☐ Original Landscape Architecture Work Product submittal
- ☐ "Completed" Landscape Architecture Work Product
- ☐ "Accepted" Landscape Architecture Work Product
- ☐ Modifications and/or Changes for Approval of Landscape Architecture Work Product
- ☐ "Approved" Landscape Architecture Work Product
- ☐ Revisions to Work Product
- ☐ Seal of Endorsement on all Landscape Architecture Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Landscape Architect 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 — attached
- ☐ Invoice for Services Rendered
 - ☐ Supporting Documentation
 - ☐ Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - ☐ Proof of prior payment by Landscape Architect of Reimbursables

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (the "**Agreement**") is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "**County**") and The Broussard Group, Inc., dba TBG Partners (the "**Landscape Architect**").

WHEREAS, **County** proposes to construct future roadway landscapes within the R.O.W. based on ecologically-based and context sensitive designed landscape practices and specifications.

WHEREAS, **County** desires to obtain professional services for County Road Roadside Landscape Specifications (the "**Project**");

WHEREAS, **Landscape Architect** 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 **Landscape Architect** agree to the performance of the professional services by **Landscape Architect** and the payment for these services by **County** as set forth herein.

Section I
Employment of the Landscape Architect

County agrees to employ **Landscape Architect** and **Landscape Architect** agrees to perform professional Landscape Architecture 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 Landscape Architect

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

- B. **Landscape Architect** shall not commence work until **Landscape Architect** 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 and Attachment B to Exhibit I.
- C. **County** shall provide **Landscape Architect** 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 **Landscape Architect**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Landscape Architect**.
- D. **Landscape Architect** 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, **Landscape Architect** 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 *Landscape Architect* of the work described in the Scope of Services, *County* shall pay and *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect's* services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on *Landscape Architect*.

Section IV Period of Service

- A. *Landscape Architect* 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. *Landscape Architect* shall complete all design work as described in the Scope of Services within 365 calendar days from receipt by *Landscape Architect* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Landscape Architect* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Landscape Architect's* or *County's* reasonable control. Upon the discovery of such an event, *Landscape Architect* 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 *Landscape Architect* of written Notice of Reinstatement from *County*. *Landscape Architect*, 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 *Landscape Architect's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Landscape Architect* 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 Landscape Architecture 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 *Landscape Architect* to perform by delivering a written Notice of Termination which shall take effect on the tenth day following *Landscape Architect'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. *Landscape Architect* 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 *Landscape Architect* to perform, *County* may prosecute the work to completion by contract or otherwise and, in such a case, *Landscape Architect* shall be liable for any additional costs incurred by *County*.
- F. *Landscape Architect* 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, *Landscape Architect* agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by *County* from any amounts due *Landscape Architect* for every day that *Landscape Architect* 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 Landscape Architecture 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 Landscape Architecture 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 Landscape Architecture 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 **Landscape Architect's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Landscape Architect** 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 and Attachment B to Exhibit I.
- C. **Landscape Architect** 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 **Landscape Architect** 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. **Landscape Architect** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Landscape Architect's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Landscape Architect** shall cooperate and coordinate with **County's** staff, and other Landscape Architects and contractors as reasonable and necessary and as required by the **County Judge**.

Section VI Review of Work Product

- A. **Landscape Architect's** Landscape Architectural work product will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "Landscape Architectural work products"), shall be submitted by **Landscape Architect** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the Landscape Architectural 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 Landscape Architectural work products in compliance with the requirements of this Agreement. The completeness of any Landscape Architectural work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Landscape Architect** 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 *Landscape Architect* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Landscape Architect*, 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 *Landscape Architect*, 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, *Landscape Architect* 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 Landscape Architectural work products, *Landscape Architect* shall without additional compensation perform any work required as a result of *Landscape Architect's* development of the products which is found to be in error or omission due to *Landscape Architect'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 *Landscape Architect's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Landscape Architect*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Landscape Architect 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 *Landscape Architect* shall entitle *Landscape Architect* to additional compensation for such extra services and expenses, provided however, that *Landscape Architect* 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 *Landscape Architect's* development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by *Landscape Architect* to revise the plans in order to make the *Project* constructible, *Landscape Architect* shall do so without additional compensation. In the event of any dispute over the classification of *Landscape Architect's* services as Basic or Additional Services under this Agreement, the decision of the *County Judge* shall be final and binding on

Landscape Architect, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII
Landscape Architect's Responsibility and Liability

- A. **Landscape Architect** 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, **Landscape Architect** shall inform **County** of such event within five working days.
- B. **Landscape Architect** 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 **Landscape Architect** 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 **Landscape Architect**.
- D. **LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.** ✓
- E. **Landscape Architect's** opinions of probable **Project** cost or construction cost represent **Landscape Architect's** professional judgment as a design professional familiar with the construction industry, but **Landscape Architect** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from **Landscape Architect's** opinions of probable cost.
- F. **Landscape Architect** shall perform all services and responsibilities required of **Landscape Architect** under this Agreement using at least that standard of care which a reasonably prudent Landscape Architect in Texas, who is licensed by the State Board of Landscape Architects, as applicable, would use in similar circumstances.

- G. **Landscape Architect** 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 **Landscape Architect** 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 **Landscape Architect** and professional personnel.
- H. All employees of **Landscape Architect** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of **Landscape Architect**, 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. **Landscape Architect** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. **Landscape Architect** shall place his Texas Professional Landscape Architect's seal of endorsement on all documents and Landscape Architectural data furnished to **County**, as required by law. ✓
- K. **Landscape Architect** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of **Landscape Architect** 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 **Landscape Architect** 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 **Landscape Architect** retaining a copy.
- B. Any reuse by **Landscape Architect** of any such documents described in subsection A above, without the specific written consent of **County** shall be at **Landscape Architect's** sole risk and without liability or legal exposure to **County**. Should **Landscape Architect** be terminated, **Landscape Architect** 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 **Landscape Architect**, as applicable, as specified by professional standards.
- C. **Landscape Architect** 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 Landscape Architects and contractors, without the specific written consent of *Landscape Architect*. 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. *Landscape Architect* 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. *Landscape Architect* 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 *Landscape Architect*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Landscape Architect* agrees that *County* shall have access during normal working hours to all necessary *Landscape Architect* 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 *Landscape Architect* reasonable advance notice of intended audits.
- C. *Landscape Architect* 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. *Landscape Architect* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *Landscape Architect* 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.*** *Landscape Architect* 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 Landscape Architect.*** *Landscape Architect* certifies that neither *Landscape Architect* nor any members of *Landscape Architect'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 *Landscape Architect*) 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 *Landscape Architect*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Landscape Architect 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:

LANDSCAPE ARCHITECT:

The Broussard Group, Inc., dba TBG Partners
901 South MoPac Expressway
Building Two, Suite 350
Austin, Texas 78746
Attn: Sean Compton

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: James Klotz, P.E.

and to: _____

✓
mm

- F. **Insurance Requirements.** *Landscape Architect* 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 *Landscape Architect* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Landscape Architect* 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.** *Landscape Architect* shall provide to *County Judge* upon submittal of *Landscape Architect'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.** *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect*), whether or not it results from or involves any action or failure to act by the *Landscape Architect* or any employee or agent of the *Landscape Architect* and which arises in any manner from the performance of this Agreement, the *Landscape Architect* 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 *Landscape Architect* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Landscape Architect*, 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 *Landscape Architect's* performance of work under this Agreement.
- M. **Definition of Landscape Architect.** The term "*Landscape Architect*" as used herein is defined by the State of Texas.
- 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 *Landscape Architect* is a corporation, 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

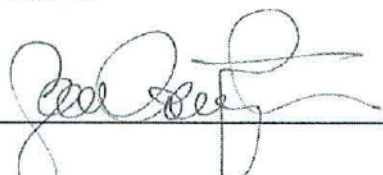
County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

- V. **Acknowledgement.** As a duly authorized representative of *Landscape Architect*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this ____ day of _____, 200__.

THE LANDSCAPE ARCHITECT:

The Broussard Group, Inc., dba
TBG Partners:

BY: 

Printed Name: Sean Compton

Title: Principal

WILLIAMSON COUNTY

BY: 

Williamson County Judge

Reviewed as to Form By:

Assistant County Attorney

Funds Verified By:

County Contracts
Management Auditor

OK
m

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 \$214,460.00. ✓
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Landscape Architect* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Landscape Architect's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect*. 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 *Landscape Architect'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 *Landscape Architect* have signed the Work Authorization. All work must be completed on or before the

completion date specified in the Work Authorization. The **Landscape Architect** shall promptly notify the **County** of any event which will affect completion of the Work Authorization, although such notification shall not relieve the **Landscape Architect** 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 **Landscape Architect** 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 **Landscape Architect** 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, **Landscape Architect** shall not be compensated for work made necessary by **Landscape Architect's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$500,000.00, 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, **Landscape Architect** 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 **Landscape Architect**.

EXHIBIT II
HOURLY RATES

| | |
|--|--------------|
| 1. Project Principal | \$150 |
| 2. Project Manager | \$100 |
| 3. Landscape Architect | \$80 |
| 4. Communication Design and Public Involvement Specialist | \$90 |
| 5. Junior Design and Public Involvement Specialist | \$60 |
| 6. Environmental Designer | \$70 |
| 7. Drafting / Technician | \$50 |
| 8. Clerical/Administrative | \$45 |
| 9. Expert Witness Testimony | \$350 |

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect'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. *Landscape Architect* 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 *Landscape Architect* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Landscape Architect* 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, *Landscape Architect* 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, *Landscape Architect* 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 *Landscape Architect* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Landscape Architect* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Landscape Architect* of any and all rights or claims to collect the fee that *Landscape Architect* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Landscape Architect* 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, *Landscape Architect* 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 *Landscape Architect* unless requested by *County*.
2. During the period of suspension, *Landscape Architect* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

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

1. In the event that ***Landscape Architect*** exercises such right to terminate, within thirty (30) days after receipt by ***County*** of ***Landscape Architect's*** Notice of Termination, ***Landscape Architect*** 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 ***Landscape Architect*** for approved services actually performed under this Agreement, less previous payments.
3. Failure by ***Landscape Architect*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Landscape Architect*** of any and all rights or claims to collect the fee that ***Landscape Architect*** may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. ***Landscape Architect*** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ***Landscape Architect*** 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. ***Landscape Architect*** 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. ***Landscape Architect*** will, in all solicitations or advertisements for employees placed by or on behalf of ***Landscape Architect***, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. ***Landscape Architect*** 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 ***Landscape Architect's*** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. ***Landscape Architect*** 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***, ***Landscape Architect*** 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. ***Landscape Architect*** 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 ***Landscape Architect'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 ***Landscape Architect*** 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. ***Landscape Architect*** 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. ***Landscape Architect*** 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 ***Landscape Architect*** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by ***County*** or Federal Agency, ***Landscape Architect*** 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, *Landscape Architect* agrees to provide and maintain the following insurance:

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

Landscape Architect 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*. *Landscape Architect* 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 *Landscape Architect* 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. *Landscape Architect* shall furnish *County* with a certification of coverage issued by the insurer. *Landscape Architect* shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the *Landscape Architect*, 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 LANDSCAPE ARCHITECT SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE LANDSCAPE ARCHITECTURE 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.

SCOPE OF SERVICES

PROJECT APPROACH

This approach seeks to minimize adverse effects that roadside landscaping will have on long term maintenance budgets and on the environment by employing techniques such as the use of native plants, construction practices that minimize adverse effects on natural habitats, and implementing water-efficient strategies.

An ecologically-based context sensitive design approach is proposed to analyze current landscape specifications that the County uses; propose new landscape specifications to address the four eco-regions specific to Williamson County; analyze the current roadside conditions on Ronald Reagan Boulevard and make landscape restoration recommendations.

This approach will provide the County an organized menu list of specifications, based on established ecological criteria published by the EPA, by providing a native plant palette that is ecologically appropriate with the environmental conditions of the four eco-regions.

Roadway budget decisions are primarily based on initial cost of construction, ease of operation and safety to the roadway user – all highly practical considerations. Consequences of these decisions on the long term impacts on the roadside landscape environment are less apparent. Measurement of the present value of management and maintenance practices need also consider future economic and environmental costs.

This approach integrates the following specialties:

- A. Expert knowledge of plant ecology, soil properties and natural processes
- B. Integration of roadside design and engineering, construction, and maintenance
- C. Expertise with developing cost and schedule estimates and associated documentation
- D. Understanding of local, state and federal statutes and regulations
- E. Application of current technologies and advanced management strategies
- F. Integration of local communities and roadway users needs
- G. Application of visual aesthetics
- H. Public education skills

Based on this project approach, the LANDSCAPE ARCHITECT consists of the following: TBG will provide roadside landscape design and sustainability services, Dr. John Walewski, Zachary Department of Civil Engineering, Texas A&M University will provide civil engineering and construction-related support. The Lady Bird Johnson Wildflower Center will provide plant ecology and natural processes support. Fugro Consulting will provide soils compaction analysis. Clean Scapes, LP will provide implementation, maintenance and cost estimation support.

Basic Services shall address the following:

TASK ONE: PROPOSED LANDSCAPE STANDARDS FOR WILLIAMSON COUNTY ROADSIDES

Description of Services

The Scope of Work to be performed by the LANDSCAPE ARCHITECT under this task will consist of an ecologically-based context sensitive design approach to analyze current landscape specifications that the County uses on County roadsides and propose new landscape specifications to address the eco-regions specific to Williamson County.

More specifically, the Scope of Work will consist of the following:

1. Prepare roadside landscape specifications for Williamson County addressing each of the four eco-regions within Williamson County. The emphasis of the specification rework will be on the Hill Country portion of the County. Hill Country eco-regions of Williamson County are as follows:
 - a. Balcones Canyonlands (part of the Edwards Plateau eco-region)
 - b. Limestone Cut Plain (part of the Cross Timbers eco-region)The eastern County eco-regions of Williamson County are as follows:
 - a. Northern Blackland Prairies (part of the Texas Blackland Prairies eco-region)
 - b. Southern Post Oak Savanna (part of the East Central Texas Plains eco-region)
2. Within each of the specifications (i.e., for each of the four eco-regions) the LANDSCAPE ARCHITECT will address the three topographic conditions that exist within each eco-region: upland areas, steep slopes and riparian areas.

The LANDSCAPE ARCHITECT will coordinate its work on the project with the County's General Consulting Engineer, as well as consult with the County's Director of Parks & Recreation and County Engineer.

Description of Services by the LANDSCAPE ARCHITECT

1. Project Management
This task will include the following activities:
 - a. Coordination with Williamson County and Williamson County representatives
 - b. Contract administration
 - c. Coordination with ecologist subconsultant
 - d. Coordination with construction-related subconsultant
 - e. Coordination with soils analyst subconsultant
 - f. Coordination with landscape implementation subconsultant

Deliverables: N/A

2. Prepare a landscape practices report. Provide a brief summary of current roadside landscape specifications and practices in Williamson County addressing materials, implementation and

maintenance. Summarize alternative approaches addressing ecologically-based context sensitive design conducted elsewhere as well as other investigative studies and precedence. The findings of this report will provide a basis for the proposed specifications.

Deliverables: A report describing past and current landscape practices for Williamson County roadsides and alternative, ecologically-based and context sensitive designed landscape practices conducted elsewhere. Meetings with County representatives (max of two (2) meetings) to review and evaluate findings and recommendations.

3. Prepare a general level ecological report describing the characteristics of the each of the four eco-regions in Williamson County.

Deliverables: A report describing the major ecological systems within the County. Meeting with County representatives (max of one (1) meeting) to review and evaluate findings and recommendations.

4. Prepare roadside landscape specifications for Williamson County addressing each of the four eco-regions within the County. This work will include specifications addressing the following categories:
 - a. Landscape material specifications, including soils, seed mixes and amendments. Ecologically-appropriate seed mixes shall be identified that provide for a reasonable rate of establishment, growing height, and reaction to disturbance
 - b. Specifications for the selection of and placement of proper soils and amendments
 - c. Landscape installation specifications
 - d. Specifications to address monitoring of landscape construction activities
 - e. Maintenance specifications, including mowing and weed and invasive plant management

The LANDSCAPE ARCHITECT will investigate the impacts that timing of landscape installation has on vegetative survival; i.e., considering the seasonal impacts to vegetative growth patterns. The investigation will determine whether landscape construction work should be separate and apart from completion of the roadway construction, how contractors might then be selected and recommend an appropriate procurement process.

A draft set of roadside landscape specifications and recommendations will be reviewed with County representatives and interested parties (as selected by the County) for review and comment. Interested parties may include such groups as the Texas AgriLIFE Extension/Williamson County Office, Wilco Master Gardeners, Native Plant Society, roadway engineers and contractors and other groups with interest in the project.

Based on comments from the County and interested parties identified above, a final draft of roadside landscape specifications will be prepared and submitted to the County for final review and comment. The LANDSCAPE ARCHITECT will incorporate comments from the County representatives and prepare a final set of specifications for submittal to the County.

Deliverables: Draft landscape specifications for each of the four eco-regions of Williamson County. Attend meetings with County officials and interested parties (max of ten (10) meetings) to discuss draft specifications and recommendations. Based upon the input, develop final landscape specifications for each of the four eco-regions of Williamson County.

5. Make recommendations for implementing a long term monitoring and assessment program for measuring the ecologically-based and context sensitive designed landscape practices and specifications. The goal of this program would be to evaluate the implementation and provide a process of making on-going adjustments the program.

Deliverables: Recommendations for monitoring program to evaluate the ecologically-based and context sensitive designed landscape practices and specifications.

6. Work with County officials to create a targeted public awareness program to solicit support and educate the community on the long term economic and ecological benefits of this approach. Prepare printed materials and slide presentations for County use to garner support for the program.
 - a. Prepare general use public awareness resource information, based on the findings and recommendations, for County's use in responding to questions and educating the community about the program.
 - b. Develop news release about the program for County use.
 - c. Conduct public meetings, along with County representatives, with selected roadway engineers and contractors to present the proposed specifications – and their benefits – and answer questions about the program.
 - d. Conduct meeting with County Engineer and department inspectors to present the proposed specifications.
 - e. Involve support groups (identified earlier in this task) who are likely to support this ecological approach. Conduct public awareness meetings with local groups, i.e., schools, Rotary Club, construction industry professionals, etc.

Deliverables: Provide public awareness support materials (resource information, news release). Attend public awareness meetings held in conjunction with County officials to promote the project and answer questions (max of ten (10) meetings).

TASK TWO: RONALD REAGAN BLVD - CURRENT ROADSIDE LANDSCAPE EVALUATION

Description of Services

The Scope of Work to be performed by the LANDSCAPE ARCHITECT under this task will consist of an ecologically-based context sensitive design approach to analyze the current roadside conditions on the Ronald Reagan Boulevard R.O.W. from FM 2243 to FM 2338 (the Project) and make landscape restoration and maintenance recommendations to the County.

The LANDSCAPE ARCHITECT will coordinate its work on the project with the County's General Consulting Engineer, as well as consult with the County's Director of Parks & Recreation and County Engineer.

Description of Services by the LANDSCAPE ARCHITECT

1. Project Management

This task will include the following activities:

- a. Coordination with Williamson County and Williamson County representatives
- b. Contract administration
- c. Coordination with ecologist subconsultant
- d. Coordination with construction-related subconsultant
- e. Coordination with soils analyst subconsultant
- f. Coordination with landscape implementation subconsultant

Deliverables: N/A

2. Conduct landscape evaluation of current project conditions.

- a. Visit the project site to conduct an inventory of existing grass types, percentage of vegetative cover, maintenance practices and overall health of the ecological systems. The site evaluation will also identify areas of excessive erosion and siltation and conduct agricultural and soil compaction tests (max 25 soil sample sites) to establish soil characteristics.
- b. Conduct a broad-level ecological inventory to identify and map the regional ecological systems and characteristics within the project.
- c. Review existing roadway construction drawings, specifications, reports and maintenance practices of the project to gain a better understanding of previous design and implementation approaches.
- d. Provide a brief summary of the findings and document the current conditions, accompanied by locations maps and photographic documentation.
- e. Submit findings to County and revise once based on County review and comment.

Deliverables: Documentation of the site vegetation inventory including species, degree of establishment, height, percentage of coverage and reaction to disturbance. Documentation of site attributes including slopes, uplands and riparian areas, areas of excessive erosion and siltation. Soils health report, including agricultural and compaction analysis of existing soils. An ecological inventory report describing the major ecological systems within the Project. Photo documentation of existing conditions. Meetings with County representatives (max of three (3) meetings) to review and discuss findings.

3. Prepare draft recommendations for restoration of the roadside landscape based on findings of project evaluation that address ecologic restoration, maintenance, roadway safety and aesthetic goals that are financially responsible. The LANDSCAPE ARCHITECT will address the three topographic conditions that exist within the project: upland areas, steep slopes and riparian areas. A draft set of the recommendations will be reviewed with County representatives.

Deliverables: Draft recommendations for restoration of the roadside landscape. Meetings with County representatives (max of three (3) meetings) to review and discuss findings.

4. Summarize findings in a preliminary restoration report. Resolve outstanding issues and consolidate the recommendations. This report will include restoration and maintenance recommendations for different ecological areas of the roadside that address site conditions on the project (i.e., slopes, drainage swales, medians, etc.). The report will include documentation that will address the following recommendations:
 - a. Identification of seed mixes and sourcing. Ecologically-appropriate seed mixes shall be identified that provide for a reasonable rate of establishment, growing height, and reaction to disturbance.
 - b. Selection of and application techniques of proper soil amendments and conditioning.
 - c. Landscape installation
 - d. Removal and/or reuse of the existing vegetation
 - e. Staging approach to restoration work.
 - f. Restoration construction timing. The LANDSCAPE ARCHITECT will study the timing of landscape installation – considering the seasonal impacts to vegetative growth patterns.
 - g. Storm water management
 - h. Watering requirements
 - i. Restoration monitoring
 - j. Maintenance recommendations, including mowing and weed and invasive plant management.

The preliminary restoration report will be reviewed with County representatives and interested parties (selected by the County) for final review and comment. Interested parties may include such groups as the Texas AgriLIFE Extension/Williamson County Office, Wilco Master Gardeners, Native Plant Society, roadway engineers and contractors and other groups with an interest in the project.

Deliverables: Preliminary restoration report. Attend meetings with County representatives and interested parties (max of five (5) to discuss restoration recommendations.

5. Prepare final report of restoration and maintenance recommendations to County. Make recommendations for implementing a long term monitoring and assessment program for measuring the proposed landscape practices. Incorporate comments from previous meetings with County. Prepare preliminary cost estimates and potential phasing strategies as well as strategies for implementation. Submit final report of recommendations to County.

Deliverables: Preliminary cost estimates. Implementation strategies. Recommendations for monitoring program to evaluate proposed landscape practices and specifications. Final restoration report. Revisions to final report once based on County comments.

Services not included:

This report does not constitute a final proposal for bidding and construction documents. Additional design documentation and specification requirements will be required prior to bid solicitation based on County direction.

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 The Broussard Group, Inc., dba TBG Partners (*the "Landscape Architect"*).

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

Services provided include an ecologically-based context sensitive design approach to analyze current landscape specifications that the County uses for County roadsides and propose new landscape specifications to address the four (4) eco-regions specific to Williamson County;.

This approach will provide the County an organized menu list of specifications, based on established ecological criteria published by the EPA, by providing a native plant palette that is ecologically appropriate with the environmental conditions of the four eco-regions.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$93,790.00.

Part 3. Payment to the *Landscape Architect* 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 in 145 days, unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this ____ day of _____, 200__.

LANDSCAPE ARCHITECT:
The Broussard Group, Inc.,
dba TBG Partners

COUNTY:
Williamson County, Texas

By: _____

Signature

Sean Compton

Printed Name

Principal

Title

By: _____

Signature

Printed Name

County Judge

Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Landscape Architect

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

OK
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**WORK AUTHORIZATION NO. 1
EXHIBIT A**

SERVICES TO BE PROVIDED BY THE COUNTY

PROJECT: PROPOSED LANDSCAPE STANDARDS FOR WILLIAMSON COUNTY
ROADSIDES
COUNTY: WILLIAMSON

In conjunction with the services to be provided by the LANDSCAPE ARCHITECT, as described in Exhibit B, the County shall provide the following:

1. A General Consulting Engineer to serve as the primary point of contact for the LANDSCAPE ARCHITECT, through the County, for the project.
2. Timely reviews and approval of project submissions.
3. Timely decisions to maintain an agreed upon project schedule.

WORK AUTHORIZATION NO. 1

EXHIBIT B

SERVICES TO BE PROVIDED BY THE LANDSCAPE ARCHITECT

PROJECT: PROPOSED LANDSCAPE STANDARDS FOR WILLIAMSON COUNTY
ROADSIDES
COUNTY: WILLIAMSON

The Scope of Work to be performed by the LANDSCAPE ARCHITECT under this contract will consist of an ecologically-based context sensitive design approach to analyze current landscape specifications that the County uses on County roadsides and propose new landscape specifications to address the eco-regions specific to Williamson County.

More specifically, the Scope of Work will consist of the following:

1. Prepare roadside landscape specifications for Williamson County addressing each of the four eco-regions within Williamson County. The emphasis of the specification rework will be on the Hill Country portion of the County. Hill Country eco-regions of Williamson County are as follows:
 - a. Balcones Canyonlands (part of the Edwards Plateau eco-region)
 - b. Limestone Cut Plain (part of the Cross Timbers eco-region)The eastern County eco-regions of Williamson County are as follows:
 - a. Northern Blackland Prairies (part of the Texas Blackland Prairies eco-region)
 - b. Southern Post Oak Savanna (part of the East Central Texas Plains eco-region)
2. Within each of the specifications (i.e., for each of the four eco-regions) the LANDSCAPE ARCHITECT will address the three topographic conditions that exist within each eco-region: upland areas, steep slopes and riparian areas.

The LANDSCAPE ARCHITECT will coordinate its work on the project with the County's General Consulting Engineer, as well as consult with the County's Director of Parks & Recreation and County Engineer.

Description of Services by the LANDSCAPE ARCHITECT

I. Project Management

This task will include the following activities:

- a. Coordination with Williamson County and Williamson County representatives
- b. Contract administration
- c. Coordination with ecologist subconsultant
- d. Coordination with construction-related subconsultant
- e. Coordination with soils analyst subconsultant

f. Coordination with landscape implementation subconsultant

Deliverables: N/A

2. Prepare a landscape practices report. Provide a brief summary of current roadside landscape specifications and practices in Williamson County addressing materials, implementation and maintenance. Summarize alternative approaches addressing ecologically-based context sensitive design conducted elsewhere as well as other investigative studies and precedence. The findings of this report will provide a basis for the proposed specifications.

Deliverables: A report describing past and current landscape practices for Williamson County roadsides and alternative, ecologically-based and context sensitive designed landscape practices conducted elsewhere. Meetings with County representatives (max of two (2) meetings) to review and evaluate findings and recommendations.

3. Prepare a general level ecological report describing the characteristics of the each of the four eco-regions in Williamson County.

Deliverables: A report describing the major ecological systems within the County. Meeting with County representatives (max of one (1) meeting) to review and evaluate findings and recommendations.

4. Prepare roadside landscape specifications for Williamson County addressing each of the four eco-regions within the County. This work will include specifications addressing the following categories:

- a. Landscape material specifications, including soils, seed mixes and amendments. Ecologically-appropriate seed mixes shall be identified that provide for a reasonable rate of establishment, growing height, and reaction to disturbance
- b. Specifications for the selection of and placement of proper soils and amendments
- c. Landscape installation specifications
- d. Specifications to address monitoring of landscape construction activities
- e. Maintenance specifications, including mowing and weed and invasive plant management

The LANDSCAPE ARCHITECT will investigate the impacts that timing of landscape installation has on vegetative survival; i.e., considering the seasonal impacts to vegetative growth patterns. The investigation will determine whether landscape construction work should be separate and apart from completion of the roadway construction, how contractors might then be selected and recommend an appropriate procurement process.

A draft set of roadside landscape specifications and recommendations will be reviewed with County representatives and interested parties (as selected by the County) for review and comment. Interested parties may include such groups as the Texas AgriLIFE

Extension/Williamson County Office, Wilco Master Gardeners, Native Plant Society, roadway engineers and contractors and other groups with interest in the project.

Based on comments from the County and interested parties identified above, a final draft of roadside landscape specifications will be prepared and submitted to the County for final review and comment. The LANDSCAPE ARCHITECT will incorporate comments from the County representatives and prepare a final set of specifications for submittal to the County.

Deliverables: Draft landscape specifications for each of the four eco-regions of Williamson County. Attend meetings with County officials and interested parties (max of ten (10) meetings) to discuss draft specifications and recommendations. Based upon the input, develop final landscape specifications for each of the four eco-regions of Williamson County.

5. Make recommendations for implementing a long term monitoring and assessment program for measuring the ecologically-based and context sensitive designed landscape practices and specifications. The goal of this program would be to evaluate the implementation and provide a process of making on-going adjustments the program.

Deliverables: Recommendations for monitoring program to evaluate the ecologically-based and context sensitive designed landscape practices and specifications.

6. Work with County officials to create a targeted public awareness program to solicit support and educate the community on the long term economic and ecological benefits of this approach. Prepare printed materials and slide presentations for County use to garner support for the program.

- g. Prepare general use public awareness resource information, based on the findings and recommendations, for County's use in responding to questions and educating the community about the program.
- h. Develop news release about the program for County use.
- i. Conduct public meetings, along with County representatives, with selected roadway engineers and contractors to present the proposed specifications – and their benefits – and answer questions about the program.
- j. Conduct meeting with County Engineer and department inspectors to present the proposed specifications.
- k. Involve support groups (identified earlier in this task) who are likely to support this ecological approach. Conduct public awareness meetings with local groups, i.e., schools, Rotary Club, construction industry professionals, etc.

Deliverables: Provide public awareness support materials (resource information, news release). Attend public awareness meetings held in conjunction with County officials to promote the project and answer questions (max of ten (10) meetings).

Exhibit C - Work Schedule

Actual Gantt Start Date: 6/29/09

PROJECT NAME: Work Authorization #1

[illegible]

Timely reviews and approvals of project submissions are necessary to maintain the project schedule. Timely

decisions are necessary to maintain the project schedule.

Outside delays do not count against work schedule; for example, if review of proposed specifications get

delayed during public review, such actions shall not count against the work schedule for the project



Exhibit D - Fee Schedule

Work Authorization No. 1 - Proposed Landscape Standards for Williamson County

| Task | Project Principal \$150/hr | Project Manager \$100/hr | Landscape Architect \$80/hr | Communication Design and Public Involvement Specialist \$90/hr | Junior Design and Public Involvement Specialist \$80/hr | Environmental Designer \$70/hr | Drafting / Technician \$50/hr | Clerical / Administrative \$45/hr |
|--|-------------------------------|-----------------------------|--------------------------------|--|---|--------------------------------------|-------------------------------------|---|
| Prepared June 4, 2009 | | | | | | | | |
| Task 1 | | | | | | | | |
| A. Project Management - 16 weeks | 6 | 10 | | | | | | 6 |
| B. Coordination with County | | | | | | | | |
| C. Contract Administration | | | | | | | | |
| D. Coordination with Subconsultants | | | | | | | | |
| Task 1 - Subtotal | \$900.00 | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$270.00 |
| Task 1 - Grand Total | \$2,170.00 | | | | | | | |
| Task 2 | | | | | | | | |
| A. Landscape Practices Report - 2 weeks | | | | | | | | |
| A. Prepare landscape practices report | 12 | 18 | 8 | | | | 8 | 4 |
| B. Summarize current roadside practices | | | | | | | | |
| C. Summarize alternative approaches, investigative studies and precedence | | | | | | | | |
| Task 2 - Subtotal | \$1,800.00 | \$1,800.00 | \$640.00 | \$0.00 | \$0.00 | \$0.00 | \$400.00 | \$180.00 |
| Task 2 - Grand Total | \$4,620.00 | | | | | | | |
| Task 3 | | | | | | | | |
| A. Ecological Report - 2 weeks | | | | | | | | |
| A. Prepare ecological report of each of the four eco-regions of Williamson County | 6 | 12 | 6 | | | | 16 | 4 |
| Task 3 - Subtotal | \$900.00 | \$1,200.00 | \$480.00 | \$0.00 | \$0.00 | \$0.00 | \$600.00 | \$180.00 |
| Task 3 - Grand Total | \$3,560.00 | | | | | | | |
| Task 4 | | | | | | | | |
| A. Draft Roadside Landscape Specifications - 4 weeks | | | | | | | | |
| A. Prepare roadside landscape specifications for each of the four eco-regions of Williamson County | 24 | 42 | 30 | | | 24 | 45 | 6 |
| B. Investigate the impacts of timing of installation | | | | | | | | |
| C. Meetings - review draft recommendations with County/interested parties | | | | | | | | |
| Task 4 - Subtotal | \$3,600.00 | \$4,200.00 | \$2,400.00 | \$0.00 | \$0.00 | \$1,680.00 | \$2,250.00 | \$270.00 |

| | | | | | | |
|---|------------|------------|------------|------------|----------|--------------------|
| Task 4 - Grand Total | | | | | | \$ 4,400.00 |
| Task 5 Final Roadside Landscape Specifications - 4 weeks | | | | | | |
| A. Prepare final landscape specifications | | | | | | |
| 45 | 52 | 36 | 32 | 24 | 12 | |
| \$6,750.00 | \$5,200.00 | \$2,880.00 | \$0.00 | \$1,200.00 | \$540.00 | |
| Task Task 5 - Subtotal | | | | | | |
| Task Task 5 - Grand Total | | | | | | \$19,810.00 |
| Task 6 Recommendations for Monitoring Program - 2 weeks | | | | | | |
| A. Prepare recommendations for long term monitoring and assessment program | | | | | | |
| 8 | 14 | 10 | | | 2 | |
| \$1,200.00 | \$1,400.00 | \$800.00 | \$0.00 | \$0.00 | \$90.00 | |
| Task 6 - Subtotal | | | | | | |
| Task 6 - Grand Total | | | | | | \$3,490.00 |
| Task 7 Public Awareness Support Materials - 2 weeks | | | | | | |
| A. Create targeted public awareness resource information | | | | | | |
| 12 | 34 | 24 | 42 | | | |
| \$1,800.00 | \$3,400.00 | \$0.00 | \$2,160.00 | \$0.00 | \$0.00 | |
| Task 7 - Subtotal | | | | | | |
| Task 7 - Grand Total | | | | | | \$9,880.00 |
| Task 8 Attend Public Awareness Meetings - 4 weeks | | | | | | |
| A. Conduct public meetings | | | | | | |
| B. Involve support groups | | | | | | |
| 32 | 22 | 24 | 34 | | | |
| \$4,800.00 | \$2,200.00 | \$0.00 | \$2,160.00 | \$0.00 | \$0.00 | |
| Task 8 - Subtotal | | | | | | |
| Task 8 - Grand Total | | | | | | \$11,200.00 |

Subtotal - All Staff Hours \$20,550.00 \$19,000.00 \$6,400.00 \$4,320.00 \$4,560.00 \$3,920.00 \$4,650.00 \$1,440.00

TOTAL WORK AUTHORIZATION #1 COST - TBG PARTNERS \$64,840.00

Direct Cost - Ecologist Subcontract with Lady Bird Johnson Wildflower Center
 Task2 - Landscape practices report 800.00
 Task 3 - Ecological report 4,150.00
 Task 4 - Draft roadside landscape specifications 3,200.00
 Task 5 - Final roadside landscape specifications 3,800.00
 Task 6 - Recommendations for monitoring program 1,800.00
 Task 8 - Attend public awareness meetings 1,200.00
14,550.00

| | |
|---|------------------|
| Direct Cost - Construction-related Subcontract with Dr. John Walewski, Ph.D. | |
| Task2 - Landscape practices report | 1,100.00 |
| Task 3 - Ecological report | 0.00 |
| Task 4 - Draft roadside landscape specifications | 1,800.00 |
| Task 5 - Final roadside landscape specifications | 2,200.00 |
| Task 6 - Recommendations for monitoring program | 650.00 |
| | <u>5,950.00</u> |
| Direct Cost - Soils Analyst Subcontract with Fugro Consultants | |
| Task 4 - Draft roadside landscape specifications | 500.00 |
| | <u>500.00</u> |
| Direct Cost - Landscape Implementation Subcontract with Cleanscapes | |
| Task 4 - Draft roadside landscape specifications | 650.00 |
| Task 5 - Final roadside landscape specifications | 1,100.00 |
| | <u>1,750.00</u> |
| Direct Cost - Auto Mileage, Reproduction and Printing, Delivery | 5,800.00 |
| WORK AUTHORIZATION # 1 SUMMARY: | |
| Total Project Expense - TBG Partners | 64,840.00 |
| Total Project Expense - Subconsultants | 23,150.00 |
| Total Direct Expenses | 5,800.00 |
| Total Work Authorization # 1 Cost | 93,790.00 |

ATTACHMENT B

WORK AUTHORIZATION NO. 2

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and The Broussard Group, Inc., dba TBG Partners (*the "Landscape Architect"*).

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

Analyze the current roadside conditions on Ronald Reagan Boulevard from FM 2243 to FM 2338 and make landscape restoration recommendations to address the widespread and extensive erosion, as well as sediment runoff within the roadside areas.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$120,670.00.

Part 3. Payment to the *Landscape Architect* 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 in 125 days, 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.



LANDSCAPE ARCHITECT:
The Broussard Group, Inc.,
dba TBG Partners

By:

Signature _____

Printed Name _____

Title

By:

Signature

Printed Name

Title

Exhibit D - Fee Schedule

OK

**WORK AUTHORIZATION NO. 2
EXHIBIT A**

SERVICES TO BE PROVIDED BY THE COUNTY

PROJECT: LANDSCAPE RESTORATION RECOMMENDATIONS FOR RONALD
REAGAN BOULEVARD ROADSIDES
COUNTY: WILLIAMSON

In conjunction with the services to be provided by the LANDSCAPE ARCHITECT, as described in Exhibit B, the County shall provide the following:

1. A General Consulting Engineer to serve as the primary point of contact for the LANDSCAPE ARCHITECT, through the County, for the project.
2. Timely reviews and approval of project submissions.
3. Timely decisions to maintain an agreed upon project schedule.
4. Any existing roadway construction drawings, specifications and reports (i.e., geotechnical reports, tree surveys, etc.) related to the construction of Ronald Reagan Boulevard from FM 2243 to FM 2338.

**WORK AUTHORIZATION NO. 2
EXHIBIT B**

SERVICES TO BE PROVIDED BY THE LANDSCAPE ARCHITECT

PROJECT: LANDSCAPE RESTORATION RECOMMENDATIONS FOR RONALD
REAGAN BOULEVARD
COUNTY: WILLIAMSON

The Scope of Work to be performed by the LANDSCAPE ARCHITECT under this contract will consist of an ecologically-based context sensitive design approach to analyze the current roadside conditions on the Ronald Reagan Boulevard R.O.W. from FM 2243 to FM 2338 (the Project) and make landscape restoration and maintenance recommendations to the County.

The LANDSCAPE ARCHITECT will coordinate its work on the project with the County's General Consulting Engineer, as well as consult with the County's Director of Parks & Recreation and County Engineer.

Description of Services by the LANDSCAPE ARCHITECT

1. Project Management

This task will include the following activities:

- a. Coordination with Williamson County and Williamson County representatives
- b. Contract administration
- c. Coordination with ecologist subconsultant
- d. Coordination with construction-related subconsultant
- e. Coordination with soils analyst subconsultant
- f. Coordination with landscape implementation subconsultant

Deliverables: N/A

2. Conduct landscape evaluation of current project conditions.

- a. Visit the project site to conduct an inventory of existing grass types, percentage of vegetative cover, maintenance practices and overall health of the ecological systems. The site evaluation will also identify areas of excessive erosion and siltation and conduct agricultural and soil compaction tests (max 25 soil sample sites) to establish soil characteristics.
- b. Conduct a broad-level ecological inventory to identify and map the regional ecological systems and characteristics within the project.
- c. Review existing roadway construction drawings, specifications, reports and maintenance practices of the project to gain a better understanding of previous design and implementation approaches.

- d. Provide a brief summary of the findings and document the current conditions, accompanied by locations maps and photographic documentation.
- e. Submit findings to County and revise once based on County review and comment.

Deliverables: Documentation of the site vegetation inventory including species, degree of establishment, height, percentage of coverage and reaction to disturbance. Documentation of site attributes including slopes, uplands and riparian areas, areas of excessive erosion and siltation. Soils health report, including agricultural and compaction analysis of existing soils. An ecological inventory report describing the major ecological systems within the Project. Photo documentation of existing conditions. Meetings with County representatives (max of three (3) meetings) to review and discuss findings.

3. Prepare draft recommendations for restoration of the roadside landscape based on findings of project evaluation that address ecologic restoration, maintenance, roadway safety and aesthetic goals that are financially responsible. The LANDSCAPE ARCHITECT will address the three topographic conditions that exist within the project: upland areas, steep slopes and riparian areas. A draft set of the recommendations will be reviewed with County representatives.

Deliverables: Draft recommendations for restoration of the roadside landscape. Meetings with County representatives (max of three (3) meetings) to review and discuss findings.

4. Summarize findings in a preliminary restoration report. Resolve outstanding issues and consolidate the recommendations. This report will include restoration and maintenance recommendations for different ecological areas of the roadside that address site conditions on the project (i.e., slopes, drainage swales, medians, etc.). The report will include documentation that will address the following recommendations:

- a. Identification of seed mixes and sourcing. Ecologically-appropriate seed mixes shall be identified that provide for a reasonable rate of establishment, growing height, and reaction to disturbance.
- b. Selection of and application techniques of proper soil amendments and conditioning.
- c. Landscape installation
- d. Removal and/or reuse of the existing vegetation
- e. Staging approach to restoration work.
- f. Restoration construction timing. The LANDSCAPE ARCHITECT will study the timing of landscape installation – considering the seasonal impacts to vegetative growth patterns.
- g. Storm water management
- h. Watering requirements
- i. Restoration monitoring

- j. Maintenance recommendations, including mowing and weed and invasive plant management.

The preliminary restoration report will be reviewed with County representatives and interested parties (selected by the County) for final review and comment. Interested parties may include such groups as the Texas AgriLIFE Extension/Williamson County Office, Wilco Master Gardeners, Native Plant Society, roadway engineers and contractors and other groups with an interest in the project.

Deliverables: Preliminary restoration report. Attend meetings with County representatives and interested parties (max of five (5) to discuss restoration recommendations.

5. Prepare final report of restoration and maintenance recommendations to County. Make recommendations for implementing a long term monitoring and assessment program for measuring the proposed landscape practices. Incorporate comments from previous meetings with County. Prepare preliminary cost estimates and potential phasing strategies as well as strategies for implementation. Submit final report of recommendations to County.

Deliverables: Preliminary cost estimates. Implementation strategies. Recommendations for monitoring program to evaluate proposed landscape practices and specifications. Final restoration report. Revisions to final report once based on County comments.

Services not included: This report does not constitute a final proposal for bidding and construction documents. Additional design documentation and specification requirements will be required prior to bid solicitation based on County direction.

Exhibit C - Work Schedule

Actual Gantt Start Date: 6/29/09

PROJECT NAME: Work Authorization #2

[illegible]

Timely reviews and approvals of project submissions are necessary to maintain the project schedule. Timely decisions are necessary to maintain the project schedule.

Outside delays do not count against work schedule; for example, if review of proposed specifications get delayed during public review, such actions shall not count against the work schedule for the project



Work Authorization No. 2 - Landscape Restoration Recommendations for Ronald Reagan Boulevard

| Task | Description | Project Principal \$150/hr | Project Manager \$100/hr | Landscape Architect \$80/hr | Communications Design and Public Involvement Specialist \$90/hr | Environmental Designer \$70/hr | Drafting / Technician \$50/hr | Client / Administrative \$45/hr |
|--|--|-------------------------------|-----------------------------|--------------------------------|--|-----------------------------------|----------------------------------|------------------------------------|
| Task 1 - Project Management - 12 weeks | | | | | | | | |
| A. | Coordination with County | | 10 | | | | | 12 |
| B. | Contract administration | | | | | | | |
| C. | Coordination with Subconsultants | | | | | | | |
| Task 1 - Subtotal | | \$1,200.00 | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$540.00 |
| Task 1 - Grand Total | | \$2,740.00 | | | | | | |
| Task 2 - Landscape Evaluation of Current Project Conditions - 3 weeks | | | | | | | | |
| A. | Visit project site | 32 | 72 | 68 | | 50 | 80 | |
| B. | Conduct ecological inventory | | | | | | | |
| C. | Review existing construction drawings | | | | | | | |
| D. | Provide summary of findings | | | | | | | |
| E. | Submit findings, meetings and revisions | | | | | | | |
| Task 2 - Subtotal | | \$4,800.00 | \$7,200.00 | \$5,440.00 | \$0.00 | \$5,300.00 | \$4,600.00 | \$0.00 |
| Task 2 - Grand Total | | \$27,740.00 | | | | | | |
| Task 3 - Draft Restoration Recommendations - 3 weeks | | | | | | | | |
| A. | Prepare Draft Recommendations for Restoration | 24 | 34 | 65 | | 45 | 65 | 8 |
| Task 3 - Subtotal | | \$3,600.00 | \$3,400.00 | \$5,200.00 | \$0.00 | \$3,150.00 | \$3,250.00 | \$360.00 |
| Task 3 - Grand Total | | \$18,960.00 | | | | | | |
| Task 4 - Preliminary Restoration Report - 3 weeks | | | | | | | | |
| A. | Resolve outstanding issues | 18 | 24 | 32 | 16 | 20 | 38 | 12 |
| B. | Summarize findings in a preliminary restoration report | | | | | | | |
| C. | Attend meetings with interested parties | | | | | | | |
| Task 4 - Subtotal | | \$2,700.00 | \$2,400.00 | \$2,560.00 | \$1,440.00 | \$1,400.00 | \$1,900.00 | \$540.00 |
| Task 4 - Grand Total | | \$13,420.00 | | | | | | |
| Task 5 - Final Report of Restoration Recommendations - 3 weeks | | | | | | | | |

- A. Prepare final report of restoration and maintenance recommendations
- B. Preliminary cost estimates
- C. Implementation strategies
- D. Submit report and revisions

| 8 | 45 | 38 | 54 | 42 | 12 |
|-----------------------------|------------|------------|--------|------------|----------|
| \$1,200.00 | \$4,500.00 | \$3,040.00 | \$0.00 | \$2,100.00 | \$540.00 |
| Task 5 - Subtotal | | | | | |
| Task 5 - Grand Total | | | | | |
| \$15,160.00 | | | | | |

Subtotal - All Staff Hours

\$13,500.00 \$18,500.00 \$16,240.00 \$1,440.00 \$480.00 \$11,250.00 \$1,980.00

TOTAL WORK AUTHORIZATION #2 COST - TBG PARTNERS

\$78,020.00

Direct Cost - Ecologist Subcontract with Lady Bird Johnson Wildflower Center
 Task 2 - landscape evaluation \$6,800.00
 Task 3 - Draft recommendations \$4,700.00
 Task 4 - Preliminary restoration report \$5,300.00
 Task 5 - Final report \$5,250.00
\$22,050.00

Direct Cost - Construction-related Subcontract with Dr. John Walewski, Ph.D.
 Task 2 - landscape evaluation \$850.00
 Task 3 - Draft recommendations \$2,200.00
 Task 4 - Preliminary restoration report \$1,200.00
 Task 5 - Final report \$1,900.00
\$6,150.00

Direct Cost - Soils Analyst Subcontract with Fugro Consultants
 Task 2 - landscape evaluation \$4,200.00
 Task 3 - Draft recommendations \$500.00
\$4,700.00

Direct Cost - Landscape Implementation Subcontract with Cleonscapes
 Task 2 - landscape evaluation \$550.00
 Task 3 - Draft recommendations \$800.00
 Task 4 - Preliminary restoration report \$300.00
\$2,350.00

Direct Cost - Auto Mileage, Reproduction and Printing, Delivery, Laboratory Analysis \$7,400.00

WORK AUTHORIZATION # 2 SUMMARY:

Total Project Expense - TBG Partners \$78,020.00

Total Project Expense - Subconsultants \$35,250.00

Total Direct Expenses \$7,400.00

Total Work Authorization # 2 Cost \$120,670.00

APPENDIX B

LANDSCAPE ARCHITECT'S QUALIFICATIONS STATEMENT



Our Company

COMPANY

Earl Broussard and Tom Afflerbach began TBG Partners in Austin, Texas, in 1987 on the core values of relationships, service and innovation. The firm's collaborative approach and creative abilities have produced great success over the years, and TBG has become known for providing exceptional service and developing distinguished projects. An employee-owned firm, TBG is comprised of four Texas offices served by a dedicated staff of 90 who are directed by the firm's 16 principals.

The professionals of TBG Partners pride themselves on creating long-lasting relationships with repeat clientele, and often integrate planning and landscape architecture studios to develop comprehensive project solutions. The firm works directly with clients and consultants to ensure effective team communication, enabling the successful incorporation of project elements and definitive character into dynamic plans. Whether designing or planning mixed-use communities, corporate or university campuses, city parks or innovative healthcare facilities, each project is driven by a shared vision.

PRACTICE AREAS

TBG has extensive experience in providing successful planning solutions and landscape designs in several practice areas. Known for its exceptional service, TBG develops responsive designs in tandem with its clients' goals. TBG has considerable and growing experience in the following:

| | | |
|----------------------|----------------------|------------------------|
| Communities | Sustainable design | Amenity centers |
| Urban development | Corporate | Parks and trails |
| High-density | Educational campuses | Historic restoration |
| Mixed-use and retail | Healthcare | Graphic design |
| Hospitality | Civic | Environmental graphics |

LEADERSHIP

| | |
|--|---|
| Earl Broussard, ASLA, AICP, LEED AP.....AUSTIN | Brenda Warner.....AUSTIN |
| Thomas Afflerbach, ASLA, LEED AP.....AUSTIN | Jim Manskey, ASLA.....DALLAS |
| Brian Ott, ASLA, LEED AP.....AUSTIN | Mark Meyer, ASLA.....DALLAS |
| Sean Compton, LEED AP.....AUSTIN | Bill Odle, ASLA.....HOUSTON |
| Daniel Woodroffe, ASLA.....AUSTIN | John Wallace, ASLA.....HOUSTON |
| Brent Spraggins, Architect.....AUSTIN | Drew Mengwasser, ASLA, LEED AP.....HOUSTON |
| Trent Rush, ASLA, LEED AP.....AUSTIN | Meade Mitchell, ASLA.....HOUSTON |
| Sarah Cash.....AUSTIN | Scott Weaver, ASLA, LEED AP.....SAN ANTONIO |



Selected Project Experience

State Highway 6 Corridor Access Plan - Missouri City, Texas

Working with a group of stakeholders that includes the Texas Department of Transportation (TxDOT), TBG is developing a conceptual design and guidelines for five miles of roadway in Missouri City, Texas, that will help to improve safety and traffic flow, reduce motorist delay, identify short-term transportation improvements and assess long-term corridor needs as part of a contextually sensitive transportation solution. The plan will introduce medians into much of SH 6 that will incorporate native, low-maintenance plant material, ornamental trees, planters, pavers and lighting to create safe, usable and handsome streetscapes.

U.S. Highway 183 Business Corridor Enhancement Plan - Cedar Park, Texas

TBG designed visual and circulation improvements along a busy stretch of Old U.S. Highway 183 in Cedar Park's business district. Balancing community objectives for an easily maintainable and handsome roadway design with service objectives as part of a contextually sensitive approach, the site plans called for an improved aesthetic quality by reducing visual clutter through the use of traffic-screening techniques and uniform signage. Other important elements include the use of native plantings for attractive and easy upkeep and improving safety for users by eliminating curb-cuts and improving sidewalk circulation.

Sandy Lake Road - Coppell, Texas

The City of Coppell hired TBG to redesign an existing plan for its primary east/west road corridor, Sandy Lake Road, to reduce water usage and attendant maintenance costs. TBG implemented a plant material palette consisting of native trees, shrubs, ornamental grasses and other drought-resistant plantings, articulated by hard and soft indigenous materials such as crushed granite. TBG's resulting design was careful to balance the community's economic priorities with an emphasis on visual character through CSS-driven planning, which saved the city 75 percent in water costs, allowing it to go forward with the construction of the project.

City of Waxahachie - Broadhead Road and Parks School House Road - Waxahachie, Texas

TBG was selected to develop a landscape master plan and guidelines for streets throughout the city, including the design and construction observation for Broadhead and Parks School House roads master plan implementation. The existing streetways lie in a flood plain, creating a need for a sophisticated drainage solution. They will also run adjacent to new public schools, making the need for safe pedestrian travel paramount. TBG is preparing a design that will improve traffic circulation, providing safe opportunities for pedestrian and bicycle travel, and that will solve the drainage problem with a open drainage corridor that creates a scenic, linear green belt for a half-mile stretch along the roadway.

Temple Medical Education District First Street Corridor - Temple, Texas

TBG is working with the City of Temple to create a unified vision for its First Street corridor, a critical arterial within Temple that connects downtown to the City's growing Medical Education District. TBG led a city-wide charrette in which a vision was created for First Street to reconnect Temple College, Olin E. Teague Veterans Center and the Scott & White Memorial Hospital through a divided boulevard street, creating a pedestrian-level experience that will help catalyze current and future mixed-use growth.



An urban designer and landscape architect, Sean Compton is a leading practitioner of sustainable urbanism ranging in scale from city centers to rural village nodes. Sean leads the Austin studio of architects, urban designers and landscape architects with a holistic approach and a collaborative process. As a lifelong world traveler, Sean has acquired a deep understanding of ecological sustainability and mixed-use development through his practice in Asia, Europe and South Africa. Inspired by the common language of placemaking, his body of work remains rooted in creating places for people. His commitment to progressive planning extends to his leadership in the Central Texas chapter of the Congress for the New Urbanism.

EDUCATION

*International Business Studies,
Coastline College, 1991*

*Masters Program of Urban Studies,
University of Texas at San Antonio,
1982*

*Bachelor of Landscape Architecture
with Honors, Texas A&M University,
1980*

REGISTRATION:

State of Texas, 1981

Institute of Southern Africa, 1984

USGBC LEED Accredited Professional

*TxDOT Precertification, 1.4.1 Land
Planning/Engineering*

SELECTED AFFILIATIONS

Congress for the New Urbanism (CNU)

US Green Building Council (USGBC)

Urban Land Institute (ULI)

*International Council of Shopping
Centers (ICSC)*

*American Society of
Landscape Architects (ASLA)*

Nature Conservancy of Texas

PROJECTS

Crestview Station TOD - Austin, Texas

Lakeshore District - Austin, Texas

*The University of Texas Brackenridge
Master Plan - Austin, Texas*

*Water Oak Conservation Development -
Georgetown, Texas*

Landmark - San Antonio, Texas

Lone Oak - Oklahoma City, Oklahoma

*Rathgeber Village at Mueller - Austin,
Texas*

Plum Creek - Kyle, Texas

*Jefferson Center - Austin, Texas**

*Asia & Pacific Trade Center - Osaka,
Japan**

*Kings Forest Resort - Brisbane, Australia**

*Pricia Takehara Resort - Hiroshima
Prefecture, Japan**

*Zimbali Resort - Durban, South Africa**

*Pakar Golf Resort - Bandung, Indonesia**

* Denotes projects prior to joining TBG

SELECTED AWARDS

Plum Creek

*Envision Central Texas Community
Stewardship New Development Award
2006*

*Austin Business Journal Awards Master
Planned Community of the Year 2005*

*Cedar Park Town Center
American Planning Association, Austin
Chapter*

*Conservation Plan for the Uplands and
Sweetwater Ranch
American Society of Landscape
Architects, Merit Award*

*Jefferson Center
Austin Business Journal Awards, Best
Multi-Family*

*Met Center
Austin Business Journal Awards, Best
Commercial*

*Mpenjati Public Resort Design
Competition (South Africa), First Place*

APPOINTMENTS

*Congress for the New Urbanism (CNU)
Central Texas Board of Directors*

Program Chair: CNU XVI



Brian Ott, ASLA, LEED AP

MANAGING PRINCIPAL



EDUCATION

*Bachelor of Landscape Architecture,
Texas A&M University, 1991*

REGISTRATION

State of Texas, 1997

State of New York, 2008

*USGBC LEED Accredited Professional,
2003*

AFFILIATIONS

*American Society of
Landscape Architects (ASLA)*

Urban Land Institute (ULI)

*International Council of
Shopping Centers (ICSC)*

*US Green Building Council (USGBC)
Balcones Chapter Member*

Real Estate Council of Austin (RECA)

APPOINTMENTS

*The Trail Foundation Board Member,
2007-2008*

*Capitol City ASLA Secretary, 1997-
1998*

An experienced team leader, Brian has been an integral member of the Austin office for more than 18 years. As a LEED Accredited Professional, Brian employs proven and innovative techniques to create sustainable landscapes. Brian works on a broad range of project types including healthcare, mixed-use and civic projects and promotes sustainable building education among team members by incorporating sustainable approaches into each project.

PROJECTS

*Dell Children's Medical Center of
Central Texas - Austin, Texas*

*Ronald McDonald House of Charity -
Austin, Texas*

*St. Mary's Hospital for Children - Bayside,
New York*

Town Lake Park - Austin, Texas

*The University of Texas Lady Bird Johnson
Wildflower Center Children's Garden -
Austin, Texas*

*The University of Texas at Austin
Biomedical Sciences Building - Austin,
Texas*

*The University of Texas at Austin
Benedict Mezes Batts Renovation and
Plaza - Austin, Texas*

*Historic South Grounds of the Texas State
Capitol - Austin, Texas*

*Market Street The Woodlands -
The Woodlands, Texas*

The Domain II - Austin, Texas

*Wolf Ranch Retail Center - Georgetown,
Texas*

*Hyatt Regency Lost Pines Resort and
Spa - Bastrop, Texas*

*AMD Lone Star Corporate Campus -
Austin, Texas*

AWARDS

*Dell Children's Medical Center
ASLA Texas Chapter Honor Award 2008
Texas Construction Best of Award - Design
2007*

*Town Lake Park
ASLA Texas Chapter Honor Award 2008
Keep Austin Beautiful Beautification
Award 2007*

*Market Street The Woodlands
ASLA Texas Chapter Honor Award 2007
ICSC International Design and
Development Award 2006
Texas Construction Best of Award - Retail
2006*

*Houston Business Journal Landmark
Awards - Best Retail 2006*

PUBLICATIONS

*Brian Ott, "Sustainable Landscape Design
and Therapeutic Spaces," Environmental
Design + Construction, August 2008*

*Brian Ott, "New LEED Program to Take
Holistic Approach to Development,"
San Antonio Business Journal,
December 16, 2005*

*Brian Ott, "Hospital's Healing Garden
Seeks Platinum LEED Certification," Urban
Land, July 2004*

Landscape Consulting at the Lady Bird Johnson Wildflower Center

The Lady Bird Johnson Wildflower Center is an Organized Research Unit of the University of Texas at Austin. Our mission, *to increase the sustainable use and conservation of native wildflowers, plants, and landscapes*, drives our consulting activities and is the foundation upon which all of our projects are based. The consulting program applies the Center's science-based knowledge of native plants and ecological processes to our projects and serves as an education component of our mission. Our program uses fee-based consulting and field research in essentially a feedback loop: we apply techniques learned from research through our consulting activities and our consulting activities inform and raise new questions for further research.

The Wildflower Center typically works with other project partners in a team based decision-making system where input from all consultants is evaluated to make the best possible decision. We work closely with other consultants to assist them in regards to the environmental implications of their design decisions. Our projects integrate the most sustainable site design practices identified by the Sustainable Sites Initiative, a national "green building" tool for the landscape currently in development by the Wildflower Center in collaboration with the American Society for Landscape Architects (ASLA) and the United States Botanic Garden and experts in soils, hydrology, plants and materials from around the nation. The initial standards and guidelines for the Sustainable Sites Initiative available at www.sustainablesites.org are proving to be an invaluable resource for the consulting team.

A few technologies that have been applied through consulting projects are the first extensive green roof system in Austin for Stratus Properties as well as Low Impact Design Principles (LID) to address stormwater management for East Avenue (Concordia University redevelopment) to provide the first commercial bioswale and raingarden applications in Austin. Urban carbon sequestration and prairie restoration techniques have driven the innovative Mueller Airport Development design. As well, applied landscape restoration principles in the San Antonio Mission Reach Ecosystem Restoration and Recreation Project were used increase the hydraulic function of the river while also improving wildlife habitat and the potential for recreation.

Design interpretation materials such as drawing sets, specifications, and project reports are used to illustrate the Wildflower Center's design intent supported by site specific data such as infiltration rates, soil types, and existing vegetative cover. Because of the special nature of the construction methods needed to implement many of the designs, Wildflower Center consultants regularly visit the project site and provide construction oversight when necessary and additionally act as a liaison between the client and local governments in order to assure that environmental standards and requirements are met and in most cases surpassed. The Center also offers design/build capabilities where Wildflower Center consultants carry out the desired task. In some situations, Wildflower Center staff have served as field supervisors for installing contractors in order to both educate their crews as well as assure full compliance with design intent while adapting the design to site constraints.

Current Projects

1. **Advanced Micro Devices (AMD) (Austin, TX)** – Help design a sustainable corporate campus that is well situated into the local landscape utilizing 100% native plants in the landscape, captured rainwater for irrigation, and a number of non-structural approaches to stormwater mitigation utilizing native plants. We are also salvaging (digging and moving them to our nursery) a large number of the plants that need to be removed from the site for construction which we will later return and use in the landscape are post-construction restoration.
2. **East Avenue (Austin, Texas)** -- The site design for this 22-acre mixed use development incorporates state-of-the-art sustainable landscape practices that will improve water quality and reduce stormwater runoff despite increasing density from 65 to 85 percent. It will create the first urban commercial-scale rain garden in Austin.
3. **Mueller Southwest Greenway (Austin, Texas)** – Working with RVI Planning and Landscape Architecture, we assisted the design team at the inception through construction and oversight by providing sustainable, ecological expertise. Recreated a fully functioning prairie ecosystem and formal demonstration gardens where parking lots and airport infrastructure at Austin's downtown Mueller Municipal Airport once existed.
4. **San Antonio River Restoration (San Antonio, Texas)** – In partnership with Carter Burgess, we are designing the restoration of an 8 mile stretch of the San Antonio River for the U.S. Corps of Engineers. The restoration is south of downtown and will also serve as a linear greenbelt connecting four historic missions which are National Historic Parks.
5. **Shady Hollow Nature Area (Austin, Texas)** – We have designed and now maintain a 20-acre public natural area for the Shady Hollow Municipal Utility District.
6. **Walk for a Day Trail (Central Texas)** -- A regional trail called "Walk for a Day" is planned for Hays and Travis Counties. The proposed trail will cross the environmentally sensitive City of Austin Water Quality Protection Lands (WQPL). The Lady Bird Johnson Wildflower Center has been hired to identify a corridor through the WQPL that will minimize impacts to water quality and quantity and interference with land management activities while maximizing educational opportunities for trail users.
7. **Water Quality Protection Lands (Austin, Texas)** –The City of Austin Water Quality Protection Lands (WQPL) consist of 9075 acres purchased to provide the optimum level of clean water from project lands to recharge the Barton Springs segment of the Edwards Aquifer. In 1999 the Lady Bird Johnson Wildflower Center was part of a consortium of organizations that developed the land management plan for the WQPL. In 2008, the City of Austin hired the Lady Bird Johnson Wildflower Center to update the original plan to take into account new properties purchased and new land management research.
8. **West Bouldin Creek (Austin, Texas)** -- We will complete an Environmental Assessment, organize two stakeholder meetings, and design a complete master plan that incorporates ecosystem restoration with sustained and increased recreational uses.

Completed Projects

1. **Avery Ranch Golf Course (Austin, Texas)** – Designed and installed several wetland restoration projects, as well as revegetated the out of play areas with native wildflowers and grasses.
2. **Blue Hole Regional Park (Wimberley, Texas)** – Developed a site master plan, interpretive plan and restoration and management plan for this 129 acre recreational park and natural area for the Village of Wimberley. These plans include a significant public stakeholder process that we led.
3. **Denver Botanic Gardens at Chatfield (Denver, Colorado)** – We developed a site master plan and interpretive plan for this 800 acre satellite campus of the Denver Botanic Gardens.
4. **Escarpment Village Green Roof (Austin, Texas)** – We designed, installed and maintained Austin's first extensive green roof (8,000 ft. sq.) over this shopping area for Stratus Properties.
5. **Hwy 183 A Toll Road (Austin, Texas)** Working with the Central Texas Regional Mobility Authority, the Wildflower Center designed a lower maintenance roadside composed of native species which will also provide seasonal wildflower displays.
6. **Jacob's Well (Wimberley, Texas)** – In partnership with Lake Flato Architects, we developed a site master plan and restoration plan for this 50 acre property owned by the Wimberley Valley Watershed Association.
7. **Johnson Space Center (Houston, Texas)** – Developed an integrated landscape management plan that will help to reduce overall inputs (of labor, chemicals, and water) while increasing wildlife habitat at the Johnson Space Center location. Additionally, we designed and oversaw the installation of a 3 acre native plant garden at Rocket Park.
8. **LBJ National Historic Park (Johnson City, Texas)** – Developed an ecological restoration and management plan for a portion of the park.
9. **LBJ State Park (Johnson City, Texas)** – Developed and installed a wildflower meadow demonstration.
10. **Lost Creek Golf Course (Austin, Texas)** – Designed a program that took out of play areas (which were mowed turf) and converted them into native grasslands and wildflower meadows. This not only reduced maintenance costs and fertilizer inputs, but also improved the speed of play.
11. **Oak Point Park (Plano, Texas)** – In partnership with Carter Burgess, we developed a prairie restoration plan for this 800 acre park in North Texas.
12. **Schulle Canyon (San Marcos, Texas)** – In partnership with TruGreen construction, we designed an interpretive trail system for this city park.
13. **Texas Tech University at Junction (Junction, Texas)** – Developed an interpretive master plan for this 300+ acre facility in Central Texas.
14. **Town Lake Trail Healthy Trees Program (Austin, Texas)** – Conducted an inventory of trees health along Town Lake. This information was then used to coordinate arborist work on the most critical trees and volunteer work in removing poison ivy and grapevine where they threaten tree health or trail users.
15. **U.S. Army Reserve Center (Seagoville, Texas)** – In partnership with Parsons, Inc., we conducted a site analysis and designed a prairie restoration and management plan for this Army Reserve base.

John A. Walewski
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Zachry Department of Civil Engineering
Texas A&M University
College Station, Texas 77843-3136 USA
Voice: (979) 862-5673; (512) 786-9345 (m)
Email: jwalewski@civil.tamu.edu
Website: <http://ceprofs.civil.tamu.edu/jwalewski>

EDUCATION

Doctor of Philosophy, Civil Engineering, May 2005
The University of Texas at Austin
Dissertation: "International Project Risk Assessment"
Advisor: Dr. G. Edward Gibson, Jr.

Certificate, May 2005
Doctoral Portfolio Program in Dispute Resolution
The University of Texas at Austin

Master of Urban Planning, 1993
University of Michigan, Ann Arbor, Michigan

Bachelor of Science, Building Construction Management, 1988
Bachelor of Landscape Architecture, 1988
Michigan State University, East Lansing, Michigan

Foreign Studies and Research

- Norwegian Science and Technical University, Trondheim, Norway, January to June 2004
- Warsaw Agricultural University, Warsaw, Poland, Summer 1992
- Tampereen University of Technology, Tampere, Finland, Summer 1989
- Gloucester College of Art and Technology, Gloucester, England, Fall 1984
- Instituto de Tecnológico, Merida, Mexico, Fall 1983

Awards, Fellowships, Scholarships, and Grants

- Alfred P. Sloan Foundation Industry Studies Dissertation Award Finalist, 2005
- Fulbright Fellowship, U.S. State Department and the Norwegian Fulbright Foundation, 2004
- Houston Marine Insurance Seminars Risk Management Scholarship, University of Texas McCombs School of Business, 2003
- ChevronTexaco Project Management Scholarship, 2001, 2003, 2004
- Richard and Shirley Tucker Endowed Scholarship in Construction Engineering and Project Management, 2002, 2003
- State Bar of Texas, Construction Law Section, Dispute Resolution Fellowship, 2000, 2002
- University of Texas Construction Engineering Project Management Program Scholarship, 2000
- American Scandinavian Foundation, Technical Assistance Program Travel Grant, 1989
- Michigan State University Tuition Grant, 1985 to 1987
- Michigan Competitive Scholarship, 1985 to 1987

RESEARCH AND TECHNICAL ASSISTANCE

Texas A&M University
Assistant Professor, Zachry Department of Civil Engineering, Construction, Geotechnical and Structures Division, Texas A&M University. January 2008 to present.

University of Texas at Austin

Research Associate, Center for Transportation Research (CTR). Manage interagency technical assistance program with the Austin District of the Texas Department of Transportation (TxDOT) to implement faculty and student technical expertise and research applications. Current tasks include: methods and procedures to improve design and construction schedules, advanced traffic modeling, intelligent transportation system development, sustainable design and environmental practices, and right-of-way planning to mitigate risks. October 2006 to the present.

Postdoctoral Fellow, Center for Transportation Research, Center for Construction Industry Studies, and the Construction Industry Institute. Conducted and facilitated academic research to support the Centers' objectives including proposal and grant development, writing and editing, and website design. June 2005 to September 2006.

Graduate Research Assistant, Construction Industry Institute and the Center for Construction Industry Studies. Conducted dissertation research to develop a risk assessment technique for international construction projects. September 2004 to May 2005, and September 2001 to December 2003.

Graduate Research Assistant, Center for Transportation Research, Department of Civil Engineering. Assisted in the research funded by the Texas Department of Transportation to investigate sprawl, growth management, and transportation related issues in Texas. June 2003 to August 2003.

Graduate Research Assistant, Construction Industry Institute, Research Project Team 181. Performed research tasks to develop risk assessment techniques for international capital facilities. March 2001 to August 2003.

Graduate Research Assistant, Center for Transportation Research, Department of Civil Engineering. Conducted research on alternative project delivery and contracting methods available for highway construction by the Texas Department of Transportation. September 2000 to October 2001.

Norwegian Science and Technical University

Fulbright Fellow, Department of Civil and Transport Engineering. Field-testing of dissertation work to enhance risk assessment techniques for international construction projects, and assisted with the Norwegian Ministry of Finance funded research program on techniques to improve the performance of large-scale publicly financed capital projects. January 2004 to June 2004.

Board on Infrastructure and the Constructed Environment, National Research Council

Managed the review and assessment of the Department of Housing and Urban Development Partnership for Advancing Technology in Housing program. January 2000 to August 2000.

Supervised the congressionally required review and assessment of the Department of Energy's structure and processes for managing, designing and constructing facilities. June 1998 to August 2000.

Administered the congressionally mandated assessment for the Department of Energy to conduct independent project reviews and the guidelines for such reviews. September 1997 to January 1998.

Supported the authoring committee to develop guidance for federal agencies during the initial stages of decision making concerning the outsourcing of management functions for planning, design, and construction-related services. June 1997 to June 1988.

Supported the authoring committee to identify the factors contributing to the deteriorating physical condition and functionality of federal facilities, and their recommendations to foster accountability for facility stewardship and maintenance and repair. December 1996 to November 1997.

Center for Ecological Management of Military Lands, Colorado State University

Provided environmental, natural resources, and land management research guidance and oversight to Headquarters United States Air Force. October 1993 to December 1996.

University of Michigan

Graduate Research Assistant, Department of Urban Planning. Performed planning research, database development for department teaching and research. September 1988 to May 1991.

Graduate Research Assistant, Industrial Development Division. Facilitated statewide economic development programs by investigating the technological capacity of industrial firms and universities in Michigan. September 1989 to September 1990.

Research Assistant, Department of Construction Economics, Tampere University of Technology, Tampere Finland. Supported macro-level economic forecasting developed for the Finnish and European construction industries. May 1989 to August 1989.

TEACHING

Assistant Professor, Zachry Department of Civil Engineering, Texas A&M University. Spring 2008 Course - Civil Engineering 405, Project Management of Field Operations.

Teaching Assistant, Project Management. Prepared and graded homework and exam questions for 22 graduate students. Developed and administered the use of an internet-based collaborative project management software package on student team projects. Fall 2004 with Dr. G. Edward Gibson, Professor, Civil Engineering, University of Texas at Austin.

Teaching Assistant, Introduction to Geography. Lectured three weekly recitation sections, prepared and graded homework and exam questions for 92 undergraduate students, Fall 1992 with Dr. John Kolars, Professor Emeritus of Geography, University of Michigan.

Design Studio Assistant, Land Use Planning and Site Design. Assisted with assignment preparation and individual reviews for a graduate-level planning and design studio with 15 students. Winter 1992 with Kenneth Polakowski, Professor Emeritus of Landscape Architecture.

Teaching Assistant, Analytic Methods for Interpersonal Practice. Conducted a Graduate-level computer lab on analytic tools and quantitative methods in social work for 20 students. Fall 1991, with Dr. Elizabeth Mutschler, Professor Emeritus of Social Work, University of Michigan.

PROFESSIONAL

Consultant. Conduct advisory services in research methodology design, data collection and analysis, and report writing regarding topics such as construction management and project risk management for organizations including Hyundai Engineering and Construction, U.S. State Department, U.S. Business Council for Sustainable Development, FMI Corporation, Gibson Consulting, and the National Research Council. August 2000 to Present.

Program Officer, Board on Infrastructure and the Constructed Environment, National Research Council of the National Academy of Sciences, Washington, DC. Planned, organized, and implemented committee studies related to the design, construction, and operation of facilities and infrastructure. Write and present clear and concise reports based on expert findings. December 1996 to August 2000.

Research Associate, Center For Ecological Management of Military Lands, School of Natural Resources, Colorado State University. Assisted in the development and management of environmental and cultural resources programs at Headquarters United States Air Force, Office of the Civil Engineer. October 1993 to December 1996.

Park Planner, City of Ann Arbor, Michigan. Park development and planning tasks including grant writing for park acquisition and development, design of park amenities, construction supervision. October 1991 to September 1993.

Assistant City Planner, City of Ann Arbor Michigan. Conducted site plan review of development petitions; research and writing of reports with consideration given to land use, environmental impact, transportation, and urban design criteria; design and maintenance of department records and database systems. August 1990 to July 1991.

Construction Manager, Detroit Medical Center. Owner's representative for the implementation of the Brush Street Mall development project, construction supervision, budget monitoring and payment authorization. April to August 1990.

Project Manager, ACE Companies, Atlanta Georgia. Performed construction management tasks such as supervision of subcontractors, estimating contract negotiations, governmental permitting, and negotiations with owners, architects and governmental agencies. June 1987 to September 1988.

Landscape Architect I, City of Grand Rapids Michigan. Undertook park plan development and design, cost estimating, bidding and contractor selection. January 1987 to June 1987.

Construction Superintendent, General Motors Corporation, Lansing, Michigan. Performed project management tasks such as the supervision of skilled trade employees, estimating, project scheduling, interaction with design engineers, and union-management negotiations. May 1986 to December 1986.

Engineer/Planning Aide, Meridian Charter Township, Michigan. Performed site plan reviews, created engineering and presentation drawings, and assisted in the design, layout, and inspection of infrastructure and transportation projects. June 1984 to May 1986.

COMPUTER SKILLS

Windows based software including Microsoft Office (Word, Excel, Access, FrontPage, PowerPoint, Outlook, MS Project), Website development, various scheduling, GIS and graphic platforms (Primavera, Arc View), and analytical packages (Crystal Ball, @Risk, Stat PRO, SPSS, etc).

PUBLICATIONS

Peer Reviewed Publications

Walewski, J. and Gibson, G.E. (anticipated 2008). "Risk Identification and Assessment for International Construction." In process submission to the *ASCE Journal of Construction Engineering and Management*.

Walewski, J. and Gibson, G.E. (anticipated 2008). "Quantifying Life Cycle Risks for International Construction." In process submission to the *Journal of Construction Management and Economics*.

Walewski, J., and Gibson, G. (2007). "Use of Collaborative Project Management Software for Engineering Education." American Society of Engineering Education, Gulf South Chapter Annual Conference proceedings.

Walewski, J., Gibson, G., and Vines, E. (2006). "Risk Identification and Assessment for International Construction Projects." Chapter 6, *Global Project Management Handbook*, David I. Cleland and Roland Gareis editors, 2nd Edition, McGraw-Hill, Inc., New York, NY.

Gibson, G., O'Connor, J., Migliaccio, G., and Walewski, J. (2006). "Key Implementation Issues and Lessons Learned with Design-Build Projects." American Society of Civil Engineering (CI/CRC)

Special Publication on Innovative Project Delivery for Transportation, Keith Molenaar and Gerald Yakowenko editors.

Walewski, J., Gibson, G., Jackson, Y., and Vines, E. (2004). "Risk Assessment on International Projects: A Management Approach." Proceedings of 2004 PMI Research Conference, July 2004, London.

Gibson, G., Walewski, J., and Dudley, G. (2003). "Life Cycle Considerations to Optimize Risk Assessment and Management for International Projects." Proceedings of the 2003 ASCE Construction Research Congress, March 2003, Honolulu, HI.

Walewski, J., Gibson, G., and Vines, E. (2002). "Improving International Capital Project Risk Analysis and Management." 2002 PMI Research Conference Proceedings, August 2002, Seattle, WA.

Walewski, J. and Gibson, G. (2001). "Design Build and Beyond: Improving the Project Delivery Process for the Texas Department of Transportation." Proceedings for the 10th Annual Design Build Institute of America National Conference, October 2001, Boston, MA.

Lillie, T. H. and Walewski, J. (1997). "Balancing Operational and Environmental Requirements on Air Force Ranges." Proceedings 23rd Environmental Symposium and Exhibition. American Defense Preparedness Association/National Security Industrial Association, November 1997, New Orleans, LA, 23:390-395.

Walewski, J. (1996). "Developing Treatment Plans for Remains Pursuant to the Native American Graves Protection and Repatriation Act: Current and Proposed Activities of the U. S. Air Force." Proceedings of the First Conference on Partnership Opportunities for Managing Federally Associated Collections, U.S. Department of Interior Museum Program, Berkeley, CA, June 5-6, 1996.

Lillie, T. H. and Walewski, J. (1995). "Environmental Security: Air Force Concepts and Implementation." Proceedings for the National Environmental Professionals Association, Washington, DC, November 1995, 8: 210-215.

Walewski, J., and Lillie, T. H. (1995). "Resource Protection Through Technology and Partnership." 1995. Proceedings for the Tri-Service CADD/GIS/FM Symposium, Orlando, FL.

Technical Reports and Other Documents

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- *Walewski, J. (2007). "RFID Applications for Vehicular Tolling and Congestion Management." Integrated Supply Chains 2007 RFID Symposium, Baylor University Hankamer School of Business, September 28.
- *Walewski, J. (2007). "A Risk Evaluation Process for Large-Scale Highway Concession Projects." Design Build Institute of America 2007 Transportation Conference.
- *Walewski, J., and Gibson, G. (2007). "Use of Collaborative Project Management Software for Engineering Education." American Society of Engineering Education, Gulf South Chapter Annual Conference.
- *Walewski, J. (2006). "Methodologies to Identify and Assess International Project Risks" Hyundai Engineering and Construction Research Symposium, Seoul, Korea, June 22.
- *Walewski, J. (2006). "Managing International Project Risks" A Management Approach." Bureau of Overseas Buildings Operations, US. Department of State, Washington DC, May 15.
- *Walewski, J., and *Barth, B. (2006). "Automated Project Development Scheduling." 2006 Center for Transportation Research Symposium, Austin, Texas, April 4.
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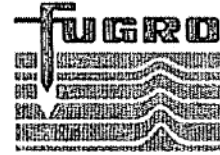
PROFESSIONAL REGISTRATION, AFFILIATIONS, AND OTHER ACTIVITY

Current

- American Institute of Certified Planners, professional registration (AICP) in process
- Project Management Institute, professional registration (PMP) in process
- Leadership in Energy and Environmental Design (a.k.a. Green Building Rating System), professional accreditation (LEED) in process
- Member, TRB Transit Cooperative Research Program Project Panel G-08, A Guidebook for the Evaluation of Project Delivery Methods
- Member, TRB Airport Cooperative Research Program Project Panel 2-04, Primer for Airport Managers on Community Attitudes to Aircraft Noise
- Reviewer, *Journal of Public Works*, 2007
- Member, American Society of Civil Engineers
- Member, American Society of Engineering Educators
- Member, American Planning Association
- Member, Project Management Institute
- Member, Construction Management Association of America
- Volunteer mentor and counselor, Women in Engineering Program, University of Texas at Austin
- Volunteer mentor and tutor, American Youth Works, Austin Intermediate School District
- Volunteer recruiter and admissions counselor, University of Michigan Admissions Office

Recent Past

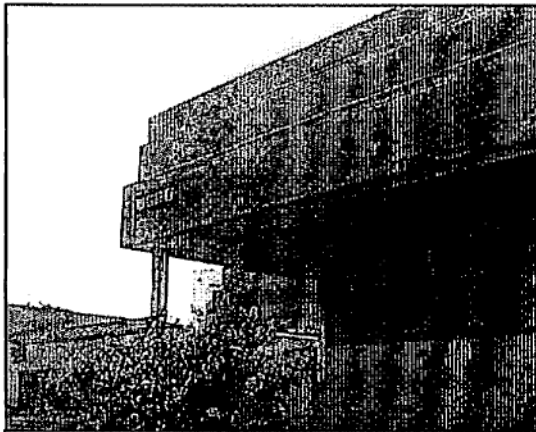
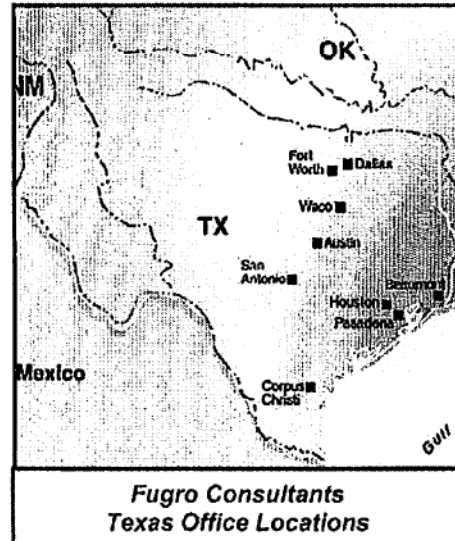
- Officer, American Society of Engineering Education, University of Texas at Austin Student Chapter August 2004 – August 2005
- Officer, Graduate Student Organization, Construction Engineering and Project Management Program, September 2001 – August 2002
- Officer, Graduate Engineering Council, College of Engineering, March 2001 – May 2002
- Editorial Board, *Planning Forum*, Journal of the College of Architecture, University of Texas at Austin, August 2002 – August 2003
- Co-Editor, *Michiganscapes*, Journal for the Program in Landscape Architecture, University of Michigan, September 1992 – September 1993
- Editorial Board, *Dimensions*, Journal of the College of Architecture and Urban Planning, University of Michigan, September 1990 – September 1991



SECTION 1 - FIRM OVERVIEW

Fugro Consultants, Inc. (Fugro) is part of an international consulting group providing Geotechnical and Construction Materials Engineering and Testing Services, with over 12,000 employees and offices in 54 countries. Fugro Consultants has assembled a strong consulting group with unmatched expertise in the fields of Geotechnical and Materials Engineering, Materials and Pavement Testing, Pavement Management and Materials Research, and Quality Control/Quality Assurance. Operating in Texas since 1946, Fugro Consultants has provided these services for thousands of projects, and today operates 16 offices in Texas (9), Louisiana (3), Arizona (1), California (1), South Carolina (1) and Maryland (1).

Our Central Texas Division offices in Austin, San Antonio and Waco are completely staffed and equipped to provide services on a variety of public and private projects including educational facilities at all academic levels, hospitals and healthcare complexes, low-, mid- and high-rise structures, single-family and multi-family residential developments, water and wastewater facilities, dams, power plants, roadways, bridges and other transportation related structures. Our Central Texas staff of 120+ includes 19 professional engineers, 9 engineering and geology graduates, 70+ field engineering technicians and 13 administrative personnel. Key technical personnel are registered Professional Engineers and are TxDOT precertified.



Fugro Consultants Austin Office

Fugro has built a reputation for providing sound yet practical engineering solutions, incorporated with the latest in innovation and technologies, to our clients' benefit. One of our most recent advancements is our green building program, designed to promote project sustainability and enhance environmental compatibility. As a member of the U.S. Green Building Council, we offer nine USGBC-trained LEED® Accredited Professionals, assisting our clients with achieving maximum sustainability with minimum environmental impact. State of the art field analytical capabilities, subsurface investigation capabilities, highly qualified personnel, and over fifty years of demonstrated performance on thousands of projects make Fugro a leading geotechnical and materials testing firm in the Southwest.



Company Info

Who We Are: Clean Scares is a full service commercial landscaping company based in Austin, Texas. We specialize in the construction and maintenance of softscape, irrigation, hardscape and water features. Founded in 2005, our history in landscaping dates back to the mid-1980's and the legacy of Clean Cut. Clean Scares was created by individuals who had previously been an integral part of the growth of Clean Cut — an Inc. 500 Company that won more state & national landscaping awards during the 1990's than any other company in the country. Clean Scares has rapidly followed in its footsteps and is now an award-winning Texas landscape leader. Our many clients place their confidence in our abilities, professionalism and history of delivering results.

Core Values: We believe in constructing and maintaining great landscapes and relationships with integrity and excellence. We strive to conduct our business with sustainable earth-wise practices. We value our people as our most important asset, and know their hard work is the foundation of our success. In everything we do, our goal is to exceed the expectations of our clients and leave their properties more beautiful than we found them.

Construct: We construct all aspects of a landscape, from softscape & irrigation, to hardscape & water features. We take care to select only the healthiest trees and plants so landscapes grow quickly and flourish. A wide range of hardscape abilities allows us to add concrete, metal and stone elements to the landscape's design. Our expertise drives a project's success.

Maintain: Our maintenance team is dedicated to providing the utmost attention and care to your existing landscapes. Because a healthy and beautiful landscape creates a sense of place, we maintain our properties with pride and patience. In addition to full service maintenance, we offer a broad range of services including tree care, wet pond care, native area maintenance, as well as irrigation maintenance. In every aspect of this work, our employees take great pride in bringing your landscape to life with beauty and color.

Sustain: Clean Scares is dedicated to keeping the air of Texas clean and is a stakeholder in the Central Texas Clean Cities Coalition. In keeping with the Coalition's goal of reducing emissions and improving local air quality, we have converted our riding mowers from gasoline to propane. We are also proud participants in many LEED registered projects and are Green Garden Certified through the City of Austin's program to promote sustainable and environmentally sound landscape practices.

Austin's Fastest Growing Company: The Austin Business Journal recently named Clean Scares the fastest growing company in Austin. With a compounded annual growth rate of 501.34% and a total growth of 3516% over the past three years, Clean Scares topped Austin Business Journal's 2008 Fast 50 list in the \$10+ million net revenue category.

| | | | |
|--|--|---|-------------------------------|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | OP ID DE TBGPA-3 | DATE (MM/DD/YYYY) 06/02/09 |
| PRODUCER BRIA Ins. & Risk Consultant P. O. Box 10388 Austin TX 78766-1388 Phone: 512-343-1106 Fax: 512-343-1864 | | 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 TBG Partners The Broussard Group Inc DBA 901 S. Mopac Bld II Ste 350 Austin TX 78746 | | INSURERS AFFORDING COVERAGE | NAIC # |
| | | INSURER A Transportation Ins. Co. | 20494 |
| | | INSURER B Continental Insurance Company | 35289 |
| | | INSURER C Continental Casualty Company | 20443 |
| | | INSURER D Hartford Casualty Insurance Co | 29424 |
| | | INSURER E: | |

COVERAGES

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

| RISK ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------|-------|--|---------------|------------------------------------|-------------------------------------|--|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | B1069353883 | 02/21/09 | 02/21/10 | EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/PROP AGG \$ 2000000 |
| B | X | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | B1014590884 | 02/21/09 | 02/21/10 | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| C | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> COEXCESSIBLE <input checked="" type="checkbox"/> RETENTION \$10000 | B2097289064 | 02/21/09 | 02/21/10 | EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000 \$ \$ \$ |
| D | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | 65WEIO7050 | 02/25/09 | 02/25/10 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000 |

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

Certificate Holder is included as Additional Insured in regards to General Liability & Auto.

CERTIFICATE HOLDER

WILL104

Williamson County
 710 Main Street, Ste. 101
 Georgetown TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

William J. [Signature]

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.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

The Broussard Group, Inc., dba TBG Partners

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☒ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

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

901 South MoPac Expressway, Bldg. 2, # 350

City, state, and ZIP code

Austin, TX 78746

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 | | | | | | | | | | | | | |

or

Employer identification number

7 | 4 | 2 | 4 | 8 | 5 | 5 | 9 | 4

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Brenda Warner

Date ▶

June 4, 2009

Purpose of Form

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,