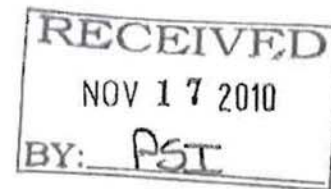


Contract No. CR 119 - Bury + Partners

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 Engineer
 - ☐ Exhibit C – Work Schedule
 - ☐ Exhibit D – Fee Schedule
- ☒ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Engineer – Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☒ Data to be provided to Engineer by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: _____
- ☒ Contractors Qualification Statement – Appendix B
- ☒ Insurance *per 90-15.1*
 - ☐ Worker's Compensation
 - ☐ Commercial General Liability Insurance
 - ☐ Automobile Liability Insurance
 - ☐ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

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

Contract No. _____

Notices (as applicable)

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

Documentation for Payment

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

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION:</u>	<u>TITLE:</u>	<u>PAGE</u>
I.	<i>Employment of the Engineer</i>	1
II.	<i>Basic Services of the Engineer</i>	1
III.	<i>Fee Schedule</i>	3
IV.	<i>Period of Service</i>	3
V.	<i>Coordination with the County</i>	4
VI.	<i>Review of Work Product</i>	5
VII.	<i>Revision to Work Product</i>	6
VIII.	<i>Engineer's Responsibility and Liability</i>	6
IX.	<i>Ownership of Documents</i>	8
X.	<i>Maintenance of and Right of Access to Records</i>	8
XI.	<i>Miscellaneous:</i>	
A.	Severability	9
B.	Venue and Governing Law	9
C.	Equal Opportunity in Employment	9
D.	Certificate of Engineer	9
E.	Notice	10
F.	Insurance Requirements	11
G.	Property Taxes	11
H.	Successors and Assigns	11
I.	Bidding Exemption	11
J.	Taxpayer Identification	11
K.	Compliance with Laws	11
L.	Reports of Accidents	11
M.	Definition of Engineer	12
N.	Gender, Number and Headings	12
O.	Incorporation of Exhibits & Attachments	12
P.	Entity Status	12
Q.	Construction	12
R.	Independent Contractor Relationship	12
S.	No Waiver of Immunities	12
T.	Interest and Late Payments	12
U.	Texas Public Information Act	13
V.	Acknowledgement	13
W.	Governing Terms and conditions	13
X.	Entire Agreement	13
	Signature Page	14

Contract No. _____

TABLE OF CONTENTS (cont'd)

EXHIBIT I	<i>Compensation for Professional Services</i>	15
	<i>Attachment A – Work Authorization</i>	17
EXHIBIT II	<i>Hourly Rates</i>	19
EXHIBIT III	<i>Compensation for Additional Professional Services</i>	20
EXHIBIT IV	<i>Production Schedule</i>	21
EXHIBIT V	<i>Procedures for Termination or Suspension</i>	22
EXHIBIT VI	<i>Equal Opportunity in Employment</i>	24
EXHIBIT VII	<i>Insurance Requirements</i>	26
APPENDIX A	<i>Scope of Services</i>	27
APPENDIX B	<i>Engineer's Qualification Statement</i>	28

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 Bury+Partners, Inc. (**the "Engineer"**).

WHEREAS, *County* proposes to construct a roadway as part of the 2006 Road Bond Program;

WHEREAS, *County* desires to obtain professional services for engineering design of various roadways under the 2006 Road Bond Program including CR 119/CR 100 from existing CR 119 to U.S. 79 to Chandler Road (**the "Project"**);

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

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

Section I
Employment of the Engineer

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

Section II
Basic Services of the Engineer

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

- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
- C. *County* shall provide *Engineer* with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular *Project* at no cost to *Engineer*; however, any and all such information shall remain the property of *County* and shall be returned, if the *County Judge* so instructs *Engineer*.
- D. *Engineer* shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the *Project*, including any Public Hearings, satisfactory to the *County Judge* and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the *Project*:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the *Project* development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.

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

Section III Fee Schedule

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

Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 365 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.

- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.

- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV. ✓

- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages

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

Section V
Coordination with the County

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

Section VI
Review of Work Product

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

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

Section VII Revision to Work Product

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

Section VIII
Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.

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

Section IX Ownership of Documents

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

Section X
Maintenance of and Right of Access to Records

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

Section XI
Miscellaneous

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

- B. ***Venue and Governing Law.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. ***Equal Opportunity in Employment.*** *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. ***Certificate of Engineer.*** *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: Bury+Partners, Inc.
221 West Sixth Street, Suite 600
Austin, Texas 78701

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

with copy to: Williamson County Attorney

Hal C. Hawes
Legal Advisor
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

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

OK
M

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

and to: Williamson County Director of Infrastructure
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Attn: Robert B. Daigh, P.E.

and to: _____

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as

this is a contract for professional services.

- J. **Taxpayer Identification.** *Engineer* shall provide to **County Judge** upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the **County** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.
- M. **Definition of Engineer.** The term "*Engineer*" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that *Engineer* is a corporation, duly authorized to transact and do business in the State of Texas. ✓

- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** **County's** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County's** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.
- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public

Information Act to any items or data furnished to *County* as to whether or not the same are available to the public. It is further understood that *County's* officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that *County*, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to *County* by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

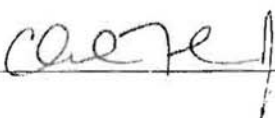
- V. **Acknowledgement.** As a duly authorized representative of *Engineer*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Engineer* has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this _____ day of _____, 2010.

THE ENGINEER:

BURY+PARTNERS, INC.

WILLIAMSON COUNTY:

BY: 

BY: 

Printed Name: Charles E. Fowler, Jr., P.E.

Williamson County Judge

Title: Principal

Reviewed as to Form By:

Legal Advisor to the Williamson County
Commissioners Court

Funds Verified By:

County Contract Auditor

OK
my 11/19/2012

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 \$778,632.50.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 - WORK AUTHORIZATIONS

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

- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$856,495.75, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

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

- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Engineer*.
- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org.

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 Bury+Partners, Inc. (*the "Engineer"*).

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

- A. Preliminary Engineering
- B. Drainage Study
- C. Design Survey
- D. Construction Documents (with 30%, 60%, 90% and 100% submittals)
- E. Structural Drainage Crossings (two (2) max)
- F. Project Meetings
- G. Bidding Services
- H. Geotechnical for Structures
- I. Right-of-Way Descriptions (50 max)
- J. Reimbursables

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$778,632.50.

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


Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on March 23, 2011, 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 _____, 2010.

ENGINEER:
Bury+Partners, Inc.

By: 
Signature

Charles E. Fowler, Jr., P.E
Printed Name

Title

COUNTY:
Williamson County, Texas

By: 
Signature

Printed Name

County Judge
Title

OK
my 11/12/20

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT A
"Services to be provided by the County"

1. County will provide and secure right-of-entry for all proposed right-of-way (ROW) acquisitions. The County will also provide an agent to secure the proposed ROW.
2. County will provide all necessary title work on properties to be acquired for ROW.
3. County will provide an environmental assessment of the existing and proposed ROW, identifying and locating jurisdictional and archeological features.
4. County will provide a geotechnical report and pavement recommendation for the proposed roadway.

EXHIBIT B
"Services to be provided by the Engineer"

A. Preliminary Engineering/Alignments Study

In this phase, we will meet with local jurisdiction and utility providers to gather information about easements, utilities, and right-of-way's (ROWs) within the area. With this information we will develop up to three (3) routes to serve the proposed 120 feet of ROW and develop the proposed roadway.

1. Based on these alignments, Bury+Partners, Inc. will prepare a conceptual estimate and number of parcels required for ROW.

B. Drainage Study

Several culvert crossings and potentially two (2) bridge structures will be required for this roadway. A drainage analysis will be necessary to design these crossings and bridge structures.

1. Prepare a HEC-HMS hydrologic model to develop the required stormwater hydrograph(s) to be routed using the HEC-RAS model.
2. Perform topographic surveys, as required, to develop channel cross-section and related information needed for input to run a HEC-HMS model.
3. Bury+Partners, Inc. will recommend locations for drainage easements, as needed.
4. Submit this preliminary study to the Williamson County engineer for review and comment.
5. Incorporate the client's comments into the final report.

C. Design Survey

1. Route Design Verification of County Provided Topography

Bury+Partners, Inc. will provide an on-the-ground survey. The topographic survey will be based on an on-the-ground survey and will be produced at a one (1)-foot contour interval. We will prepare a list of owners and addresses of each affected property. Williamson County will prepare and secure Right-of-Entry (ROE) letters.

D. Public Paving and Drainage Construction Documents

We will prepare engineering construction documents for this roadway and associated drainage system for review and approval by Williamson County (**Utilizing AutoCAD Civil 3D Software**). The design section and length of roadway are 36 feet of pavement 3.1 miles in length and providing for 120 feet of ROW. These documents will include plan/profile, details, and other Williamson County required items for review and approval. We have assumed that no utilities (other than drainage) will be required in the roadway. The drawings will be prepared at a scale of 1" = 100' Horizontal and 1" = 10' vertical. We will produce drawings a 30%, 60%, 90%, and 100% completion for your review and approval.

1. **(Conceptual Design)** - The key function of the conceptual design phase is to define key project elements such as horizontal and vertical alignment sufficient to verify their adherence to project design criteria. During the conceptual design phase we will conduct the following:
 - Define project design criteria.
 - Collect existing data (maps, reports, soil-date, property ownerships, etc.).
 - Conduct field reconnaissance once ROE has been secured by Williamson County.
 - Establish centerline geometry in the field and plot.
 - Establish schematic alignment and profile from existing data and field investigations.
 - Determine ROW and easement requirements, road section, and utility requirements.

The conclusion of this phase will be the preparation of a concept design report that summarizes the information, design recommendations, design schematics and cost estimates for this phase.

2. **(Preliminary Design, 30% completion)** - Bury + Partners, Inc. will submit 30% plans, specifications and estimates with the information outlined and required by Chapter 7 of the Williamson County Criteria Manual.
3. **(Preliminary, 60% completion)** - Bury + Partners, Inc. will submit 60% plans, specifications and estimates with the information outlined and required by Chapter 7 of the Williamson County Criteria Manual.
4. **(Final Design Plan, 90% completion)** - Bury + Partners, Inc. will submit 90% plans, specifications and estimates with the information outlined and required by Chapter 7 of the Williamson County Criteria Manual. Bury + Partners, Inc. will prepare and submit Texas Department of Transportation driveway permit for connection to U.S. 79.

5. **(Final Construction Documents, 100% completion)** - Bury+Partners, Inc. will submit 100% plans, specifications and estimates with the information outlined and required by Chapter 7 of the Williamson County Criteria Manual. Bury+Partners, Inc. will prepare the Project Construction Manual using the template provided by Williamson County.

E. Proposed Bridge - Structural Design

The following tasks will be necessary to design one or possibly two (2) bridge structures across Cottonwood Creek:

1. **Bridge Design and Details (FC 170)**
 - a. Bury+Partners, Inc., or our sub-consultant will submit a Preliminary Engineering Report that briefly discusses the selected bridge type and the findings of the preliminary engineering investigation. The Preliminary Engineering Report will also contain estimated probable costs for the recommended bridges.
 - b. Bury+Partners, Inc., or our sub-consultant will create bridge layout sheets for each bridge. The bridge layout sheets will include the bridge plan, profiles, proposed structure types, existing topographic and utility information, stream flow information, design and peak year high water elevations and hydraulic information. Bridge layout sheets will have the same horizontal and vertical scale and will follow TxDOT Bridge Division policies, specifications, and procedures.
 - c. Bury+Partners, Inc., or our sub-consultant will submit the preliminary bridge layouts to the County for review and approval prior to final design.
 - d. Bury+Partners, Inc., or our sub-consultant will complete final bridge layout sheets and incorporate County comments made during the preliminary bridge layout review.
 - e. Bury+Partners, Inc., or our sub-consultant will design and prepare custom detail sheets for the abutments, interior bents, and spans. The Engineer will also develop any miscellaneous custom detail sheets necessary for items that are not covered by TxDOT standard drawings.
 - f. Bury+Partners, Inc., or our sub-consultant will use TxDOT statewide standard drawings to the greatest extent possible. The Engineer will not redraw these standards and will not transfer his title block to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title.
 - g. Bury+Partners, Inc., or our sub-consultant will calculate necessary bridge quantities and produce a detail sheet summarizing these quantities for each bridge.

- h. Bury+Partners, Inc., or our sub-consultant will review the geotechnical report, determine the final foundation configuration, and design the foundations.
- i. Bury+Partners, Inc. or our sub-consultant will submit the bridge detail sheets at the intermediate phase submittal to the County for their review.
- j. Bury+Partners, Inc. or our sub-consultant will complete the final bridge details which incorporate County comments made during the intermediate engineering phase review.

F. Project Meetings

- 1. Depending on desires of the client and architect and nature of the project, the amount of project meeting time can vary drastically. We have assumed time for a nominal number of meetings in Austin (may be in Round Rock, Georgetown, or Taylor) based upon our prior experience with similar projects.

We have budgeted one (1) project meeting two (2) hours in length per week, for a six (6) month design and approval time period, for a total of approximately 52 hours.

G. Public Bidding Services

- 1. Bury+Partners, Inc. will assist Williamson County by overseeing the bidding process, to include distributing the bid packages to contractors maintaining the plan holders list and attending a pre-bid conference to answer contractor questions about the construction documents. Prepare and distribute addenda as needed.
- 2. Assist the Williamson County with bid tabulation and prepare a letter of recommendation Williamson County regarding a recommendation of Contract Award and the apparent low bidder.

H. Geotechnical Provided by Sub-consultant

- 1. We will provide geotechnical investigation and recommendation, through a sub-consultant, as required for bridge and structural elements of the project design.

I. ROW Parcels - Strip Map (Up to 50 Parcels) – Field Note Preparation

- 1. This project will require the preparation of property descriptions (parcels) to be dedicated as ROW. These legal descriptions (fieldnotes) will be sealed by a Registered Professional Land Surveyor. A sketch will accompany each legal description.

2. Bury + Partners, Inc. will prepare fieldnotes for permanent easements that may be required (such as drainage easements).
3. Bury + Partners, Inc. will place pins at property corners, PC's and PT's.
4. A composite drawing will be prepared from the surveys. This composite will be prepared at a scale for approximately 1" = 100'. This information will be utilized for preparation of a final base map to prepare the roadway plan and profile.
5. Prepare fieldnotes, or easements, or description documents for conveyance of stormwater runoff.

J. Reimbursables/Reproductions

Reproduction, courier and delivery services will be provided for this project and billed in accordance to our expenses will be reimbursed at actual cost. In addition, minor out-of-pocket expenses for outside reproduction, courier and review agency

EXHIBIT C
"Work Schedule"

WILLIAMSON COUNTY ROAD 119 PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	1st Quarter	2nd Quarter	3rd Quarter
1	Preliminary Engineering and Surveying Process	28 days	Wed 12/1/10	Tue 12/28/10	■		
2	Preliminary Survey and Alignment Study	15 days	Wed 12/1/10	Tue 12/21/10	■		
3	Preliminary Cultural Report	10 days	Wed 12/1/10	Tue 12/14/10	■		
4	Environmental Assessment (provided by County)	10 days	Wed 12/1/10	Tue 12/14/10	■		
5	County Review and Route Selection	10 days	Wed 12/1/10	Tue 12/28/10	■		
6							
7	Design Process	228 days	Wed 12/29/10	Tue 11/1/11		■	■
8	Design Survey	35 days	Wed 12/29/10	Tue 2/1/11	■		
9	30% Design Documents	20 days	Mon 1/17/11	Mon 2/21/11	■		
10	ROW Permit	70 days	Wed 12/29/10	Tue 4/3/11	■	■	
11	County Review	20 days	Tue 3/22/11	Mon 3/21/11	■		
12	60% Design Documents	36 days	Tue 3/22/11	Tue 5/10/11	■	■	
13	County Review	20 days	Wed 5/11/11	Tue 6/7/11	■		
14	90% Design Documents	45 days	Wed 5/11/11	Tue 8/9/11	■	■	
15	County Review	20 days	Wed 6/10/11	Tue 8/9/11	■		
16	100% Design Documents	20 days	Wed 8/7/11	Tue 10/4/11	■	■	
17	County Review	20 days	Wed 10/5/11	Tue 11/1/11	■		
18							
19	Bidding Process	21 days	Wed 11/2/11	Wed 11/24/11		■	■
20	Advertise for Bid	20 days	Wed 11/2/11	Tue 11/29/11		■	■
21	Award Bid	1 day	Wed 11/30/11	Wed 11/30/11		■	■

Project: Williamson County Road 119
Date: Tue 11/19/10

Task
SpL

UNDEVELOPED

Progress
Milestones

Summary
Project Summary

External Tasks
External Milestones

Deadline

EXHIBIT D

We propose to provide the specific services described in the attached Professional Fee Schedule on an hourly fee basis.

Please note that the fees are based on a smooth project implementation and have assumed no major changes to the Williamson County -approved roadway plan.

FEE ESTIMATE
BPI

Exhibit "D" - Professional Fees

PROJECT:
William County Road 117

PROJECT NO.:
PROPOSAL

			EMPLOYEES											
ITEM	DESCRIPTION	ITEM COST	MANAGING PRINCIPAL	PRINCIPAL	SENIOR ASSOCIATE	SENIOR PROJECT MANAGER	PROJECT ENGINEER VII	ENGINEER ASSOC. III	CADD DESIGNER III	CADD DESIGNER I	NPLS III	SENIOR SURVEY TECH	3-SU C	
A	Preliminary Engineering/Alignment Study	\$29,997.50	2	6	8	16	28	56	50	87				
B	Drainage Study	\$10,025.00	2	3	4	7	16	42						
C	Design Survey	\$101,947.50	2	2	6	22	16	5			102	138		
D	Public Review and Drainage Construction Documents													
1	Conceptual Design	\$26,595.00	2	6	12	24	48	22	60	32				
2	Preliminary Design (80% P.S. & E)	\$42,535.00	4	16	24	40	80	44	66	32				
3	Preliminary Design (60% P.S. & E)	\$99,805.00	20	44	72	120	135	82	182	61				
4	Final Design (99% P.S. & E)	\$69,812.50	12	24	42	96	84	54	118	89				
5	Final Construction Documents (100% P.S. & E)	\$58,350.00	8	16	32	48	76	40	156	64				
E	Proposed Drainage Crossing (Subconsultant C&EY- See Attached)													
	Preliminary Structural Report with Alignment Study	\$16,992.00												
	First Standard (60' Span) Structure	\$46,354.00												
	Second Standard (60' Span) Structure	\$46,354.00												
F	Project Meetings	\$9,640.00	4	6	12	20	10	8						
G	Bidding Services	\$11,800.00	4	8	16	26	12	6						
H	Geotechnical Services (for Structure)	\$9,750.00												
	(Subconsultant Estimate)													
I	Right of Way - Parcel Descriptions and Easements	\$17,740.00	2	2	12	24	20				28	12		
	SAM, Inc. Subconsultant	\$172,695.00												
	(Includes up to 50 individual parcel descriptions)													
J	Reimbursables Estimate (reimbursed on actual cost)													
	Printing and binding	\$1,500.00												
	Storage	\$1,000.00												
	Postage and overnight delivery	\$1,500.00												
	Subtotal Total:	\$778,632.50												
	COMPENSATION CAP (HOURLY TOTAL + 18%)	\$936,495.75	62	133	240	443	573	461	662	365	130	200		
	TOTAL HOURS	3515.0												
	DISTRIBUTION		2%	4%	7%	13%	15%	11%	17%	10%	4%	6%		
	INDIVIDUAL COSTS		\$11,775	\$24,938	\$41,400	\$74,203	\$75,953	\$47,118	\$64,715	\$35,508	\$18,765	\$21,000		

Total Maximum Compensation (Current Fee + 10%)

\$856,496

Note:

- Fees shown above are for services as described in our March 8, 2010 proposal.
- BPI reserves the right to self perform items currently identified as subconsultant work effort at the same cost identified based on our hourly rates and actual time incurred.

EXHIBIT "D"
FEE SCHEDULE/BUDGET

PROVIDER NAME: CP&Y, INC.

PROJECT NAME: Extension of County Road 119

FUNC	TASK DESCRIPTION	No. of Sheets	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	J.E.T.	SENIOR CADD TECH	ADMIN/CLERICAL	TOTAL
164	PROJECT MANAGEMENT								
	Schedules, Invoices and Progress Reports		8					6	
	Plan Review Meetings - 60%, 90%		6		6				
	Project Closeout		2		2			2	
	Hydraulic Coordination		4		12				
	Preliminary Engineering Report		12	8	32	16			
	SUB-TOTAL								
170	BRIDGE DESIGN								
	CROSSING 1								
	Bridge Layout (includes RDS)	1	8	2	24	10	36		
	Bridge Typical Section	1	4	2	12	4	12		
	Bridge Quantities and Summary Sheet	1	2	1	6	8	4		
	Foundation Layout (includes for design)	1	2	4	8	0	8		
	Abutment No. 1 - Plan, Elevation and Detail	1	2	1	4	6	16		
	Abutment No. 4 - Plan, Elevation and Detail	1	2	1	4	6	16		
	Common Abutment Details	1	1	1	4	0	12		
	Bent Nos. 2 & 3 - Plan, Elevation and Details	1	2	2	6	12	20		
	Slab Plan and Details	2	6	2	10	16	32		
	Misc. Span Details	1	1	2	8	0	16		
	BRIDGE STANDARDS	6	2	0	2	0	4		
	SUB-TOTAL								
	CROSSING 2								
	Bridge Layout (includes RDS)	1	8	2	24	10	36		
	Bridge Typical Section	1	4	2	12	4	12		
	Bridge Quantities and Summary Sheet	1	2	1	6	8	4		
	Foundation Layout (includes for design)	1	2	4	8	0	8		
	Abutment No. 1 - Plan, Elevation and Detail	1	2	1	4	6	16		
	Abutment No. 4 - Plan, Elevation and Detail	1	2	1	4	6	16		
	Common Abutment Details	1	1	1	4	0	12		
	Bent Nos. 2 & 3 - Plan, Elevation and Details	1	2	2	6	12	20		
	Slab Plan and Details	2	6	2	10	16	32		
	Misc. Span Details	1	1	2	8	0	16		
	BRIDGE STANDARDS	6	2	0	2	0	4		
	SUB-TOTAL								
	SUB-TOTAL								
	GRAND TOTAL		96	44	228	140	352	8	
	CONTRACT RATE		\$215.00	\$165.00	\$130.00	\$92.00	\$110.00	\$70.00	
	TOTAL LABOR COSTS		\$20,640.00	\$7,260.00	\$29,640.00	\$12,880.00	\$38,720.00	\$560.00	\$1
	SUBTOTAL						SUB-TOTAL LABOR		\$1

EXHIBIT "D"
FEE SCHEDULE/BUDGET

Other Direct Expenses	Contract Rate	Unit	Quantity	Amount
Digital On-the-Fly Plotting	\$2.00	LF		\$0.00
11"x17" Mylar	\$1.00	Sheet	28	\$28.00
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	100	\$10.00
11"x17" B/W Paper Copies	\$0.15	Sheet	200	\$30.00
8 1/2"x11" Color Paper Copies	\$1.00	Sheet	20	\$20.00
11"x17" Color Paper Copies	\$1.80	Sheet	10	\$18.00
Standard Postage	\$0.39	Letter	6	\$2.34
Overnight express-letter size	\$15.00	Each		\$0.00
Overnight express-oversized box	\$30.00	Each		\$0.00
Local Deliveries/Courier	\$25.00	Each	3	\$75.00
Mileage (Current Rate)	\$0.550	Per Mile		\$0.00
SUB-TOTAL OTHER DIRECT EXPENSES				\$183.34
SUB-TOTAL LABOR				\$109,700.00
TOTAL COST				
TOTAL FEE				\$109,883.34

Roadway: CR 119
Limits: From US 79 to Chandler Rd.

Time Materials Basis of Payment

CR 119 ROW Acquisition		Bury + Partners								GW
PROJECT		CLIENT								BY
P2010-00060		Williamson								2/9/20
PROPOSAL NUMBER		COUNTY								DATE
Task	Comments	2-Man Field Crew @ \$130.00/hr	3-Man Field Crew @ \$150.00/hr	Sr. Project Manager @ \$145.00/hr	Senior Tech @ \$85.00	Survey Tech @ \$75.00	Project Manager @ \$125.00/hr	Staff Surveyor @ \$110.00/hr	Clerical Support @ \$50.00/hr	Fl
Ownership/Deed Research	WCAD/current recorded deeds & plats	0.0	0.0	3.0	40.0	40.0	5.0	9.0	3.0	
ROW Surveys, prepare base map, calc parcels	Includes add. control, locality surveys & deed plats	189.0	36.0	7.0	152.0	98.0	7.0	26.0	0.0	
Prepare ROW property descriptions and parcel plats	Up to 50 parcels	0.0	0.0	9.0	240.0	260.0	9.0	44.0	0.0	
Prepare ROW map roll plot		0.0	0.0	5.0	32.0	32.0	5.0	18.0	0.0	
Set iron rods on prop. ROW at parcel corners, Pts, etc.		60.0	48.0	3.0	12.0	12.0	5.0	5.0	0.0	
QA/QC, Prepare final deliverables	Includes field check & reading of parcel descriptions	0.0	0.0	11.0	78.0	118.0	11.0	54.0	7.0	
Total Hours		249.0	84.0	38.0	554.0	560.0	42.0	156.0	10.0	
Subtotal Labor Fees		\$32,370.00	\$12,800.00	\$5,510.00	\$47,090.00	\$42,000.00	\$5,250.00	\$17,160.00	\$500.00	
Mileage	3600 mi. @ 0.50/mi.									
Copies of current deeds and plats	At cost									
GPS Receivers	259 hr @ \$25/hr.									
Subtotal - Expenses										
SAM, Inc. Budget										

Note: Resources may be allocated differently during the course of the work, however, the overall budget will not be exceeded without written authorization from Bury.

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EXHIBIT II**HOURLY RATES****BURY+PARTNERS-AUSTIN, INC.
STANDARD RATE SCHEDULE**

EFFECTIVE AUGUST 1, 2009 THE FOLLOWING RATES ARE FOR WORK PERFORMED ON AN HOURLY CHARGE BASIS. RATES INCLUDE COMPANY OVERHEAD AND PROFIT FOR SERVICES ACCOMPLISHED DURING REGULAR WORKING HOURS.

DIRECT LABOR**OFFICE PERSONNEL SERVICES**

Classification	Rate
Managing Principal	\$ 192.50 per hour
Principal	\$ 187.50 per hour
Sr. Vice President	\$ 182.50 per hour
Vice President	\$ 177.50 per hour
Sr. Associate	\$ 172.50 per hour
Associate	\$ 170.50 per hour
Senior Project Manager	\$ 167.50 per hour
Project Manager	\$ 157.50 per hour
Project Director	\$ 142.50 per hour
Senior Mechanical Designer	\$ 145.00 per hour
Project Engineer VII	\$ 142.50 per hour
Project Engineer VI	\$ 137.50 per hour
Project Engineer V	\$ 132.50 per hour
Engineer Associate VII	\$ 127.50 per hour
Engineer Associate VI	\$ 125.50 per hour
Engineer Associate V	\$ 122.50 per hour
Engineer Associate IV	\$ 120.50 per hour
Engineer Associate III	\$ 117.50 per hour
Engineer Associate II	\$ 114.50 per hour
Engineer Associate I	\$ 109.50 per hour
Land Planner	\$ 107.50 per hour
Land Planner II/Business Development	\$ 112.50 per hour
Environmental Scientist I	\$ 72.50 per hour
Environmental Scientist II	\$ 82.50 per hour
Environmental Scientist III	\$ 97.50 per hour
Senior Engineering Technician III	\$ 127.50 per hour
Senior Engineering Technician II	\$ 122.50 per hour
Senior Engineering Technician I	\$ 117.50 per hour
Engineering Technician III	\$ 107.50 per hour
Engineering Technician II	\$ 102.50 per hour
Engineering Technician I	\$ 97.50 per hour
Engineering Assistant II	\$ 74.50 per hour
Engineering Assistant I	\$ 72.50 per hour
Graphic Designer	\$ 122.50 per hour
CAD Designer III	\$ 107.50 per hour
CAD Designer II	\$ 102.50 per hour
CAD Designer I	\$ 97.50 per hour
CAD Operator III	\$ 92.50 per hour
CAD Operator II	\$ 87.50 per hour
CAD Operator I	\$ 82.50 per hour
Registered Professional Land Surveyor III	\$ 144.50 per hour
Registered Professional Land Surveyor II	\$ 129.50 per hour
Registered Professional Land Surveyor I	\$ 119.50 per hour

October 2009

BURY+PARTNERS

Survey/Technical Coordinator	\$ 114.50 per hour
Senior Survey Technician	\$ 109.50 per hour
Survey Technician III	\$ 102.50 per hour
Survey Technician II	\$ 97.50 per hour
Survey Technician I	\$ 92.50 per hour
Administrative Assistant III	\$ 77.50 per hour
Administrative Assistant II	\$ 74.50 per hour
Administrative Assistant I	\$ 70.50 per hour
Secretary III	\$ 65.50 per hour
Secretary II	\$ 60.50 per hour
Secretary I	\$ 57.50 per hour
Courier	\$ 60.00 per hour
Construction Observer	\$ 102.50 per hour
Expert Witness	\$ 325.00 per hour
Structural Project Manager	\$ 215.00 per hour

FIELD PARTY SERVICES

2-Man Field Party	\$ 142.50 per hour
3-Man Field Party	\$ 167.50 per hour
4-Man Field Party	\$ 192.50 per hour

DIRECT EXPENSES**Transportation:**

By Firm's Passenger Vehicles	\$ 0.75 per mile
By Firm's Survey Trucks	\$ 0.75 per mile

IRS Rate
my
*Please refer to
Exhibit 1
Section 5.5

Subsistence for Out-of-City Work (Survey Field Crew) Prevailing IRS approved rates for survey locale

Survey Stakes, Lathes, Iron Rods and other Direct Expenses	Our cost
In-House Courier & Delivery Services.....	< 15 Miles at ¼ hr Billing
In-House Courier & Delivery Services.....	> 15 Miles at ½ hr Billing
In-House Reproduction & Printing by Firm	Prevailing commercial rates
Outside Reproductions, Couriers and other Direct Expenses	Our cost

NOTES:

1. Field Party rates include a charge for normal equipment, normal supplies and survey vehicles. Abnormal use of stakes, lathes, etc. used (such as during the construction phase of a project) will be charged as indicated. A mileage charge will be billed for projects exceeding a 50 mile radius of the base office.
2. A minimum of two (2) hours Field Party time charge will be made for show up time and return to office, resulting from inclement weather conditions, etc.
3. Field Party stand-by time will be charged for at the appropriate rates shown above.

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

EXHIBIT IV

PRODUCTION SCHEDULE

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

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

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

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

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

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

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

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

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

EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

EXHIBIT VII**INSURANCE REQUIREMENTS**

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

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

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

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

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

APPENDIX A

SCOPE OF SERVICES

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

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

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

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

-BOKYOPAKIRERS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2010PRODUCER
Ted Heaton State Farm Insurance
3933 Steck Avenue, Suite B-111
Austin, TX 78759THIS CERTIFICATE IS ISSUED AS 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
Bury and Partners, Inc.
221 West 6th Street
Austin, TX 78701
RMIS Vendor ID: 147440

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Lloyds 43419
INSURER B: State Farm Mutual Auto Insurance Company 25178
INSURER C: State Farm Fire and Casualty Company 25143
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	ADDL 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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	90-GX-8796-7	01/01/10	01/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Fleet	F70-0774-E01-53K-92Z	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	90-EX-1164-7	01/01/10	01/01/11	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

IMPORTANT

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

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

DISCLAIMER

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

Client#: 162673

BURYPART

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
08/25/09

PRODUCER

USI Southwest
7600 B N. Cap of Tx Hwy. #200
Austin, Texas 78731

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

Bury + Partners, Inc.
221 West Sixth St., Suite 600
Austin, TX 78701

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: XL Specialty Insurance Company

37885

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	DPR9680891	08/15/09	08/15/10	\$2,000,000 per claim \$5,000,000 annl aggr.

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

** Supplemental Name **

Bury + Partners, Inc.
Bury + Partners- Holdings, Inc.
Bury + Partners- Virginia, Inc.
(See Attached Descriptions)

CERTIFICATE HOLDER

Bury + Partners, Inc.
221 West 6th St., Suite 600
Austin, TX 78701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James E. Boismoreau

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.

DESCRIPTIONS (Continued from Page 1)

Bury + Partners- San Antonio, Inc.
Bury + Partners- DFW, Inc.
Bury + Partners- Houston, Inc.
Land Design Partners, Inc.
Bury+Partners-Public Works, Inc.
Land Design Partners - DFW, Inc.
Bury+Partners-Virginia, Inc.
Bury + Partners-Virginia, Inc.
Bury + Partners-Public Works, Inc.
BPI-HS&A
Land Design Partners San Antonio, Inc.

*Except in the event of non payment of premium.

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID CC BURY-1	DATE (MM/DD/YYYY) 03/11/09
PRODUCER Frost Insurance - Austin 401 Congress Ave. Ste 1400 Austin TX 78701 Phone: 512-473-4520 Fax: 512-473-4555		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 Bury + Partners, Inc. 221 W. 6th St. Ste. 600 Austin TX 78701		INSURERS AFFORDING COVERAGE INSURER A: Hartford Underwriters Ins INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	65WE2PH4505	02/01/09	02/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Proof of Workers Compensation Insurance Only.						

CERTIFICATE HOLDER <div style="text-align: center;">INSUR-1</div> <div style="text-align: center;">Insured Copy</div>	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 Dennis Northington
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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).

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DISCLAIMER

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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) Bury + Partners, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) 221 West Sixth Street, Suite 600	Requester's name and address (optional)
City, state, and ZIP code Austin, Texas 78701	
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	3	3	6	5	4	1

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 <i>Lydia M. Collins</i>	Date <i>1-29-10</i>
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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,