

Contract No. TBG1 - Construction Observation

Checklist

Prior to Initiation of Work

- Signed and Executed Agreement
- Scope of Services – Appendix A
 - Exhibit V – Services to be provided by County
 - Exhibit IX – Services to be provided by Landscape Architect
 - Exhibit C – Work Schedule
 - Exhibit D – Fee Schedule
- Production Schedule – Exhibit IV
- Hourly Rates of Landscape Architect – Exhibit II
- Work Authorization - Exhibit II
 - Supplemental Work Authorization for Additional Work (if applicable)
- Data to be provided to Landscape Architect by County
 - Plans
 - Maps
 - Studies
 - Reports
 - Field Notes
 - Statistics
 - Computations
 - Other: _____
- Contractors Qualification Statement – Appendix B *pr. - 9/22/10 - J - 1.5*
- Insurance
 - Worker's Compensation
 - Commercial General Liability Insurance
 - Automobile Liability Insurance
 - Professional Liability Errors and Omissions Insurance
 - Self Insurance Documentation
 - Insurance Certificates for Subcontractors and/or Sub-consultants
 - Approval of Insurance by County

Course of Work

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

Notices (as applicable)

Contract No. _____

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

Documentation for Payment

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

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PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

WHEREAS, *County* proposes to construct various transportation projects;

WHEREAS, *County* desires to obtain Professional Services for Construction Inspection and/or Observation (**the "Project"**);

WHEREAS, *Landscape Architect* has the professional ability and expertise to fulfill the requirements of the *Project*, and to provide advice to the *County* in the selection and analysis of cost-effective alternatives;

WHEREAS, *Landscape Architect* agrees to provide the Professional Services as more fully set forth in Exhibit IX ("Scope of Services");

WHEREAS, all of the Professional Services to be provided by *Landscape Architect* pursuant to this Agreement are professional services, the essence of which entails the provision of advice, judgment, or opinion;

WHEREAS, the *County* has separately contracted with a separate firm or individual (**the "Designer"**) for the preparation of the Plans, Specifications, and Estimates (**the "PS&E"**) for the *Project*.

NOW, THEREFORE, *County* and *Landscape Architect* agree to the performance of the Professional Services by *Landscape Architect* and the payment for these services by *County* as set forth herein.

Section I
Employment of the Landscape Architect

County agrees to employ *Landscape Architect* and *Landscape Architect* agrees to perform the Professional 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 writing by the County Judge (**individually or collectively the "County Judge"**). The *County Judge* shall have complete authority for the purpose of resolving disputes arising under this Agreement. The *County Judge's* decision shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

However, nothing in this Section I or in any other provision of this Agreement regarding submission of disputes to the *County Judge* and the *County Judge's* ability to resolve disputed matters shall be construed to establish anything other than a *de novo* standard of review by a court of competent jurisdiction in the event that the parties hereto avail themselves of their right to seek civil remedies for any dispute. In the event of a dispute between the terms and conditions of this provision and any other provision of this Agreement, the terms and condition of this provision shall govern.

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the *Landscape Architect*, that no provision of this 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.

Section II Professional Services of the Landscape Architect

- A. In consideration of the compensation herein provided, *Landscape Architect* shall perform Professional Services for the *Project*, which are acceptable to the *County Judge*, based on standard practices and the scope of work described on the Exhibits attached to this Agreement. *Landscape Architect* shall also serve as *County's* professional landscape architect in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Landscape Architect's* services.
- B. *Landscape Architect* shall not commence work until *Landscape Architect* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a work authorization substantially in the form of Exhibit II ("Work Authorization"), attached to this Agreement.
- C. *County* shall provide *Landscape Architect* with all Plans, Specifications, and Estimates (PS&E) to this particular *Project* at no cost to *Landscape Architect*; however, any and all such information shall remain the property of *County* and shall be returned, if the *County Judge* so instructs *Landscape Architect*.
- D. *Landscape Architect* shall perform the following Professional Services:
 1. The basic Scope of Services shall generally consist of all elements of Professional Services required for the *Project* (as more fully set out in Exhibit IX to this Agreement, "Scope of 'Service'"), satisfactory to the *County Judge* and the *County's* Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

Section III Fee schedule

- A. For and in consideration of the performance by *Landscape Architect* of the Professional Services described in the Scope of Services, *County* shall pay and *Landscape Architect* shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in

Exhibit III. Exhibits I and III are attached hereto and made a part hereof. Invoices shall be submitted by *Landscape Architect* on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.

- B. For the performance of services not specifically described in the Scope of Services *Landscape Architect* shall receive the additional services compensation described in Exhibit IV, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Landscape Architect's* services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on *Landscape Architect*.

Section IV Period of Service

- A. *Landscape Architect* shall perform the Professional Services described in Exhibit IX, the Scope of Services.
- 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 construction contract award and construction of the *Project*, including warranty periods provided by the contractor pursuant to the construction contract and any extensions of time, unless terminated earlier as provided for herein. *Landscape Architect* shall complete all work as described in the Scope of Services upon receipt by *Landscape Architect* of *County's* written Work Authorization.
- C. Neither *Landscape Architect* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Landscape Architect's* or *County's* reasonable control. Upon the discovery of such an event, *Landscape Architect* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Landscape Architect* of written Notice of Reinstatement from *County*. *Landscape Architect*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit VI, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Landscape Architect's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Landscape Architect* may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.
- E. Either party may terminate this Agreement for the material failure of the other party to perform in accordance with the terms of this Agreement (the materiality of such failure to be

based on standard 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 material failure by *Landscape Architect* to perform by delivering a written Notice of Termination which shall take effect on the tenth day following *Landscape Architect's* receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. *Landscape Architect* shall follow the procedures specified in Exhibit VI upon issuance or receipt of such notice. In the event of termination of this Agreement because of the material failure of *Landscape Architect* to perform, *County* may prosecute the work to completion by contract or otherwise and, in such a case, *Landscape Architect* shall be liable for any additional costs incurred by *County*.

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

Section V Coordination with the County

- A. The *County Judge* will act on behalf of *County* with respect to the work to be performed under this Agreement. The *County Judge* shall have complete authority to interpret and define *County's* policies and decisions with respect to *Landscape Architect's* services. The *County Judge* may, in writing, designate representatives to transmit instructions and receive information.
- B. *Landscape Architect* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Judge* in substantially the form of that in Exhibit II.
- C. *Landscape Architect* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Landscape Architect's* judgment it is feasible to proceed with the recommendations given any known constraints affecting the *Project*.
- D. *Landscape Architect* shall cooperate and coordinate with *County's* staff, engineers and other landscape architects and contractors as reasonable and necessary and as required by the *County Judge*.

Section VI Review of Landscape Architect's Instruments of Service

- A. *Landscape Architect's* Instruments of Service will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports and supporting documents, (*the "Instruments of Service"*), shall be submitted by *Landscape Architect* on or before the date specified in Exhibit IX. Upon receipt of the Instruments of Service, the submission shall be checked for acceptance. "Acceptance" shall mean that in the *County Judge's* opinion substantial conformance with the requirements of

the Scope of Service of this Agreement has been achieved. The acceptability of any Instruments of Service submitted to *County* shall be determined by *County* within fourteen (14) days of such submittal and *County* shall notify *Landscape Architect* in writing within such 14-day period if such work product has been found to be acceptable.

- C. If the submission is acceptable, *County* shall notify *Landscape Architect*, in writing within fourteen (14) days of the submission, that the submission is acceptable.
- D. If the submission is deemed not acceptable, *County* shall notify *Landscape Architect*, who shall perform such Professional Services as are required to make the Instruments of Service in conformance with the Scope of Services and resubmit it to *County*. This process shall be repeated until a submission is deemed acceptable.
- E. *County* shall review the Instruments of Service for conformance with the Scope of Services. If necessary, the Instruments of Service shall be returned to *Landscape Architect*, who shall perform any required Professional Services and resubmit it to *County*. This process shall be repeated until the Instruments of Service is accepted.
- F. After acceptance, *Landscape Architect* shall perform any required modifications, changes, alterations, corrections, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the Scope of Services have been fully performed and submitted in conformance with Exhibit IX.
- G. After approval of final Instruments of Service, *Landscape Architect* shall without additional compensation perform any Professional Service required as a result of *Landscape Architect's* development of the Instruments of Service which is found to be in error or omission due to *Landscape Architect's* negligence. However, any Professional Services required or occasioned for the convenience of *County* after approval of a final Instruments of Service shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Landscape Architect's* Instruments of Service as conforming, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Landscape Architect*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Instruments of Service

Landscape Architect shall make, without expense to *County*, such revisions to the Instruments of Service as may be required to correct negligent acts, errors or omissions that result from *Landscape Architect's* Scope of Service herein so the Instruments of Service meets the Quality Assurance Plan, but after the approval of the Instruments of Service any revisions, additions, or other modifications made at *County's* request which involve extra services and expenses to *Landscape Architect* shall entitle *Landscape Architect* to additional compensation for such extra services and expenses, provided however, that *Landscape Architect* agrees to perform any necessary corrections to the Instruments of Service, which

are found to be negligent acts, error or omission as a result of the *Landscape Architect's* development of the Instruments of Service, at any time, without additional compensation. Nothing in this Section or any other provision of this Agreement shall require *Landscape Architect* to make any revisions or changes to the PS&E developed and provided by *Designer*. The *Landscape Architect* shall be considered "engaged" upon execution of this Agreement by all parties. In the event of any dispute over the classification of *Landscape Architect's* services as Basic or Additional Services under this Agreement, the decision of the *County Judge* shall be final and binding on *Landscape Architect*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII
Landscape Architect's Responsibility and Liability

- A. *Landscape Architect* covenants to undertake no task in which a professional license or certificate is required unless it or someone under its direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Landscape Architect* shall inform *County* of such event within five working days.
- B. *Landscape Architect* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements, applicable to the Scope of Services described Exhibit IX to this Agreement, properly waivable by the *County Judge*.
- C. **LANDSCAPE ARCHITECT SHALL INDEMNIFY, AND HOLD HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF LANDSCAPE ARCHITECT OR ANY OF ITS SUBCONSULTANTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ANY OTHER PARTY, OTHER THAN ITSELF OR THAT OF ITS SUBCONSULTANTS AND FOR A SUBCONSULTANT ONLY AS A DIRECT RESULT OF NEGLIGENT ACTS, ERRORS, OR OMISSIONS WHILE PERFORMING PROFESSIONAL SERVICES PURSUANT TO THE SCOPE OF THIS AGREEMENT.**
- D. *Landscape Architect's* opinions of probable *Project* cost or construction cost represent *Landscape Architect's* professional judgment as a professional familiar with the construction industry, but *Landscape Architect* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Landscape Architect's* opinions of probable cost

and shall not be responsible for proposals, bids, or the construction costs, should they vary from *Landscape Architect's* opinions of probable costs.

- E. *Landscape Architect* shall perform all services and responsibilities required of *Landscape Architect* under this Agreement using at least that standard of care which a reasonably prudent landscape architect in Texas, who is licensed by the Texas Board of Architectural Examiners would use in similar circumstances.
- F. *Landscape Architect* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Landscape Architect* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Landscape Architect* and professional personnel.
- G. All employees of *Landscape Architect* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Landscape Architect*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- H. *Landscape Architect* shall furnish all equipment, transportation, supplies, and materials required for its performance of the Professional Services as set forth in the Scope of Services attached as Exhibit IX to this Agreement.
- I. *Landscape Architect* shall place its Landscape Architect's seal of endorsement on all documents of Instruments of Service furnished to *County*, as required by law.
- J. *Landscape Architect* is an independent contractor under this Agreement. Neither it nor any officer, agent or employee of *Landscape Architect* shall be classified as an employee of *County*.
- K. **Safety.** The *Landscape Architect* shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the Project construction, for the acts or omissions of the contractor, subcontractors, any of their agents or the subcontractors' employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the contract documents; provided however, the *Landscape Architect* shall not be relieved from its obligation to notify the County or any other applicable authority of any unsafe condition resulting from an act, omission or failure on the part of the construction if *Landscape Architect* becomes aware of such an unsafe condition in the normal course of providing its Scope of Services or as otherwise required by the *Landscape Architect's* professional duties as prescribed by the Rules of Professional Practice promulgated by the Texas Board of Architectural Examiners.

Landscape Architect's obligation to report any observed unsafe job conditions to the

County shall not make **Landscape Architect** responsible for construction job site safety, the responsibility of which shall remain solely with the construction contractor. **Landscape Architect's** obligation to report unsafe job conditions to the County runs solely to the County. There are no third party beneficiaries intended by this obligation, in particular, construction contractor's employees do not have the right to rely on **Landscape Architect's** obligation to report unsafe job conditions to the County so as to provide for a safe work environment for construction contractor's employees.

No provision of this Agreement requires *Landscape Architect* to make exhaustive inspections of the contractor's work under the construction contract for the *Project*. *Landscape Architect's* inspections, observations, and documentation of construction activities and work is to confirm the construction's conformance with the PS&E and acceptable standards and practices.

The County shall enter into a third party contract for the construction of the project. The contract between the County and the contractor shall require the contractor to indemnify the *Landscape Architect* and name the *Landscape Architect* as additional insured under contractor's commercial general liability, builder's risk, and umbrella liability coverage for the insured liabilities assumed by the contractor. The contractor's insurance coverage shall be primary insurance for the insured liabilities under the Agreement with respect to the contractor, its officers, directors, agents and consultants including the *Landscape Architect*.

The construction contractor retained by the County has sole responsibility for providing materials, means, and methods of construction, for controlling the individual work area and safety of said areas for all parties.

The *Landscape Architect* shall be responsible for taking all appropriate steps to ensure the safety of its employees in connection with its performance of the services provided under this agreement.

Section IX Ownership of Documents

- A. Any and all Instruments of Service, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Landscape Architect* are the property of *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County Judge*, shall be delivered to *County* in an organized fashion with *Landscape Architect* retaining a copy.
- B. Any reuse by *Landscape Architect* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Landscape Architect's* sole risk and without liability or legal exposure to *County*. Should *Landscape Architect* be terminated, *Landscape Architect* shall not be liable for *County's* use of partially completed Instruments of Service on this *Project* or any other project, except to the extent such Instruments of Service were deemed complete or otherwise "Accepted" or "Approved" as

provided herein by *Landscape Architect*, as applicable, as specified by professional standards.

- C. *Landscape Architect* will not be responsible for any use or any modifications to the Instruments of Service described in subsection A performed by any entity without the specific written consent of *Landscape Architect*. Any modification by an entity or individual other than the *Landscape Architect* as described in this paragraph shall be made in accordance with all applicable professional standards and shall necessitate the removal of the *Landscape Architect's* Landscape Architect's seal of endorsement from all such modified documents.

Section X Maintenance of and Right of Access to Records

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

shall receive the additional services compensation described in Exhibit IV, which is attached hereto and made a part hereof.

**Section XI
Miscellaneous**

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** *Landscape Architect* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VII, which is attached hereto and made a part hereof.
- D. **Certificate of Landscape Architect.** *Landscape Architect* certifies that neither *Landscape Architect* nor any members of *Landscape Architect's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for *Landscape Architect*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for *Landscape Architect*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

LANDSCAPE ARCHITECT: TBG Partners
901 South Mopac, Bldg II, Suite 350
Austin, TX 78746
Attn: Sean Compton

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

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

OK
MM
3/22/2011

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

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

- F. **Insurance Requirements.** *Landscape Architect* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VIII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Landscape Architect* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Landscape Architect* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Landscape Architect* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Landscape Architect* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Landscape Architect* may assign, sublet, or transfer his

interest in or obligations under this Agreement without the written consent of the other party hereto.

- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Landscape Architect* shall provide to *County Judge* upon submittal of *Landscape Architect's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Landscape Architect* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Landscape Architect* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Landscape Architect* becomes aware of the occurrence of any accident or other event on or relating to the Project which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Landscape Architect*), whether or not it results from or involves any action or failure to act by the *Landscape Architect* or any employee or agent of the *Landscape Architect* and which arises in any manner from the performance of this Agreement, the *Landscape Architect* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Landscape Architect* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Landscape Architect*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Landscape Architect's* performance of work under this Agreement.
- M. **Definition of Landscape Architect.** The term "*Landscape Architect*" as used herein, as defined by the State of Texas and regulated by the Texas Board of Architectural Examiners, as applicable to the work to be performed under this Agreement.
- 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.** All of the Exhibits referred to in the Agreement are incorporated by reference as if set forth verbatim herein.

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

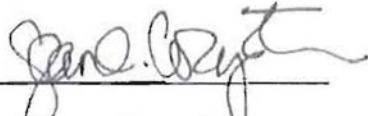
the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to *County* as to whether or not the same are available to the public. It is further understood that *County's* officers and employees shall have the right to rely on the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

- V. **Acknowledgement.** As a duly authorized representative of *Landscape Architect*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Landscape Architect* has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit 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 to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between *County* and *Landscape Architect* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Landscape Architect*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- Y. **No Third-Party Beneficiaries.** No provision of this Agreement shall be construed to establish a cause of action in favor of any party other than the parties hereto. It is the express intention of the *County* and the *Landscape Architect* that there be no third-party beneficiaries to this Agreement.
- Z. **Waiver of Consequential Damages.** *County* and *Landscape Architect* agree to waive recovery of any consequential damages which arise as a proximate result of a breach of this Agreement.

EXECUTED this _____ day of _____, 201__.

THE LANDSCAPE ARCHITECT:

The Broussard Group, Inc., dba
TBG Partners

BY: 

Printed Name: Sean Compton

Title: Principal

THE COUNTY:

WILLIAMSON COUNTY:

BY: 

Printed Name: Dan A. Gattis, County Judge

Reviewed as to Form By:

Legal Advisor to the Williamson
County Commissioners Court

County Auditor


OK
 3/22/2011

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 \$299,475.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit III.
- 1.3 *Landscape Architect* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Landscape Architect's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 - WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Exhibit II to authorize the *Landscape Architect* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Landscape Architect*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Landscape Architect's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Landscape Architect* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Landscape Architect* shall

promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Landscape Architect* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Landscape Architect* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit IV.
- 4.2 *Landscape Architect* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit IV; however, *Landscape Architect* shall not be compensated for work made necessary by *Landscape Architect's* negligent acts, errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$300,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

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

EXHIBIT II

WORK AUTHORIZATION NO. 1

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

Part 1. The *Landscape Architect* will provide the following services: Professional Services for Construction Inspection and Observation on Ronald Reagan North, Phase III roadside areas of the project and Ronald Reagan North, Phase I & II roadside corrective measures project, County Roadside Inspection Protocol, and Routine County Roadside Maintenance Protocol (*the "Project"*)

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$299,475.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on October 1, 2012, unless extended by a Supplemental Work Authorization.

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

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

*OK
3/22/2011*

EXECUTED this ____ day of _____, 201__.

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

COUNTY:
Williamson County, Texas

By: *[Signature]*
Signature

By: _____
Signature

Sean Compton
Printed Name

Printed Name

Principal
Title

Title

EXHIBIT III
Hourly Rates

Position

Project Inspector	\$130.00	/hr.
Inspector I	\$85.00	/hr.
Inspector II	\$70.00	/hr.
Inspector III	\$60.00	/hr.

OK
3-22
2011
[Signature]

EXHIBIT IV

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

EXHIBIT V

SERVICES TO BE PROVIDED BY COUNTY. The County will assist the Landscape Architect by providing assistance, service, or data items as required to advance the completion of assigned work authorizations.

- Provide existing data files, to include but not limited to:
 - Survey data;
 - Roadway construction plans, design documents for the construction of *the Project*;
 - Right-of-Way mapping;
- Approved environmental documents.
- Applicable special specifications, special provisions, and unit price bid tabulation.

Provide timely review, comment or direction, as required, to aid the Landscape Architect in completing an assigned task or maintaining the established project schedule. The County will provide the *Landscape Architect* with:

- Temporary shared offsite location with internet access.
- Offsite work space to complete and store records.
- Access to combination color printer/copier/scanner.

EXHIBIT VI

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Landscape Architect* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Landscape Architect* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, *Landscape Architect* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all Instruments of Service prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment. The foregoing language notwithstanding, *County* and *Landscape Architect* agree that *Landscape Architect*, in its sole discretion, will be allowed to sign and seal such Instruments of Service, or place any other appropriate comment on the Instruments of Service, as appropriate for the phase of preparation of the Instruments of Service.
3. Upon the above conditions being met, *County* shall pay *Landscape Architect* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Landscape Architect* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Landscape Architect* of any and all rights or claims to collect the fee that *Landscape Architect* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Landscape Architect* to follow upon receipt of Notice of Suspension:

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

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

1. In the event that *Landscape Architect* exercises such right to terminate, within thirty (30) days after receipt by *County* of *Landscape Architect's* Notice of Termination, *Landscape Architect* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed Instruments of Service shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *Landscape Architect* for approved services actually performed under this Agreement, less previous payments. The foregoing language notwithstanding, *County* and *Landscape Architect* agree that *Landscape Architect*, in its sole discretion, will be allowed to sign and seal such Instruments of Service, or place any other appropriate comment on the Instruments of Service, as appropriate for the phase of preparation of the Instruments of Service.
3. Failure by *Landscape Architect* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Landscape Architect* of any and all rights or claims to collect the fee that *Landscape Architect* may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VII

EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

EXHIBIT VIII

INSURANCE REQUIREMENTS

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1 million per occurrence and \$2 million 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 million per occurrence and \$2 million in the aggregate. *Landscape Architect* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1 million.
- E. In the event *Landscape Architect* is self-insured in connection with any or all of the above-required insurance policies, *Landscape Architect* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

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

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

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the *Landscape Architect*, that no provision of this Professional Services Agreement shall be construed to require the *County* or the *County Judge* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which

absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

EXHIBIT IX

SCOPE OF SERVICES – WORK AUTHORIZATION 1

FOR PROFESSIONAL SERVICES

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

THE LANDSCAPE ARCHITECT SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE PROFESSIONAL TO BE DETERMINED MUTUALLY BY COUNTY AND LANDSCAPE ARCHITECT AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT IV AND IN A MANNER CONSISTENT WITH THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS' RULES CONCERNING THE PRACTICE OF LANDSCAPE ARCHITECTURE, EFFECTIVE AS OF THE RELEVANT DATE.

Task 1. Construction Observation and Inspection on 5.3 mi Ronald Reagan North, Phase III roadsides areas of the project and 12 mi. Ronald Reagan North, Phase I & II roadside corrective measures project

Construction Management on Ronald Reagan North, Phase III roadside project area and Ronald Reagan North, Phase I & II roadside corrective measures project area

- Verify receipt of the Contractor's schedule of operations
- Respond to Request for Information (RFI) process for items related to scope of work.
- Make recommendations and assist in review of Change Orders.
- Evaluate and provide advice to the County on the approval of contractor's CPM schedules.
- Maintain a current approved set of Ronald Reagan North, Phase I & II corrective measures construction contract documents.
- Review and provide recommendation of acceptance to the GEC on the Contractor's monthly pay estimate, as requested. Review and verify quantities of work performed and materials used, as requested.
- Review Contractor submittals from the GEC.
- Identify and advise the County and GEC in the resolution of construction issues that arise.
- Provide advice to the County and GEC in dispute negotiations and claim resolutions.

- Provide vehicles, communication devices (i.e cell phones, radios), computers, office supplies and internet service, as needed.
- Review and provide recommendation to the County and GEC on the acceptance of As-built drawings provided by the Contractor.
- Observe to see if specified procedures, specified in the plans and specifications are being followed.
- Advise the GEC and request corrective action be taken, if an inspection reveals that work has not been properly performed.
- Re-inspect non-conforming work.
- Evaluate and document the Contractor's operations and production with respect to quality and progress.
- Verify and perform spot checks on quantities being identified, measured, recorded and verified by comparisons against plan, contract quantities and dimensions.
- Evaluate damages to existing vegetation the formula in Section XXV. **Tree and Plant Protection** of the Special Conditions.

Provide Reports of Construction Activities on Ronald Reagan North, Phase III roadside areas and Ronald Reagan North, Phase I & II roadside corrective measures project

- Perform a review of the construction of the *Project* to monitor compliance with the *Designer's* plans and specifications and document construction activities using reports, journal, logs, or other, as necessary or required.
- Provide digital and video photo logging of project activities.
- Develop project progress meeting minutes and distribute to attendees.
- Provide regular project report of the construction project progress to the County and the GEC.
- Review reports distributed by GEC of the results of tests performed on materials used in construction.
- Provide non-conformance reports as needed.
- Provide report of accidents in accordance with Section XI L. of the Agreement.

Meetings and Record Keeping on Ronald Reagan North, Phase III roadside areas and Ronald Reagan North, Phase I & II roadside corrective measures project

- Attend the Pre-Construction Conferences.
- Attend project progress meetings related to scope of work.

- Maintain all records as required.
- Maintain a status report of change orders, RFIs, schedule updates, shop drawing review and time extensions related to scope of work.
- Maintain "redline" drawings to document the changes made to the Ronald Reagan North, Phase I & II corrective measures constructed project. These redline drawings will be used to verify the Contractor's As-Built plan submittal.
- Review and verify submission, to the GEC, of the "As-Built" drawings related to scope of work dated and signed by the Contractor and his project superintendent prior to final acceptance.

Materials Testing on Ronald Reagan North, Phase III roadside areas and Ronald Reagan North, Phase I & II roadside corrective measures project

- Order or Verify contractor's order of materials sampling and testing in accordance with the "Quality Assurance Program" related to scope of work.
- Review all "project test" or QC test results from the GEC related to scope of work.
- Request and review QC/QA test results by verification tests from independent samples, through the GEC.
- Review reports to the GEC on the contractors' compliance with the identification of test results with the test number, date of testing, at the station and elevation of the test on the appropriate plan sheet.
- When test requirements are not met, request the performance of independent material testing through the GEC in accordance with the "Quality Assurance Program".
- Receive from the GEC, and verify compliance with specifications, Manufacturer Certificates of Compliance of each and every specified material or manufactured equipment item.

Task 2. County Roadside Inspection Protocol

- Prepare pocket sized field booklet for identification of invasive and native plant species.
- Establish monitoring practices checklist for invasive control of plant species.
- Prepare inspection protocol manual for County roadsides.

Task 3. Routine County Roadside Maintenance Protocol

- Review routine County maintenance and construction inspection practices via field reconnaissance with staff.
- Evaluate current County roadway maintenance and operation procedures.

- Evaluate current County maintenance equipment and facilities.
- Prepare County maintenance protocol of roadside best management practices



Exhibit D - Fee Schedule

Work Authorization 1						
Prepared 3-22-2011	Description	Project Inspector \$130/hr	Inspector I \$85/hr	Inspector II \$70/hr	Inspector III \$60/hr	
Task 1	Construction Observation and Inspection on Ronald Reagan North, Phase I, II & III roadside areas of projects	152	124	1176	54	
	A. Construction Management Services					
	B. Reports of Construction Activities					
	C. Meetings and Record Keeping					
	D. Materials Testing					
	Task 1 - Subtotal	\$19,760.00	\$10,540.00	\$82,320.00	\$3,240.00	
	Task 1 - Grand Total					\$115,860.00
Task 2	County Roadside Inspection Protocol	90	175	306	340	
	A. Prepare roadside inspection protocol manual					
	B. Prepare pocket sized field booklet for identification of invasive and native plant species					
	C. Establish monitoring practices checklist for invasive control of plant species					
	Task 2 - Subtotal	\$11,700.00	\$14,875.00	\$21,420.00	\$20,400.00	
	Task 2 - Grand Total					\$68,295.00
Task 3	Routine County Roadside Maintenance Protocol	90	210	293	265	
	A. Review routine County maintenance and construction inspection practices via field reconnaissance with staff.					
	B. Evaluate current County roadway maintenance and operation procedures.					
	C. Evaluate current equipment and facilities.					
	D. Prepare maintenance protocol of roadside best management practices					
	Task 3 - Subtotal	\$11,700.00	\$17,850.00	\$20,510.00	\$15,900.00	
	Task 3 - Grand Total					\$55,980.00

Direct Cost - Ecological Subcontract with University of Texas Lady Bird Johnson Wildflower Center

Task 1	\$18,520.00
Task 2	\$8,200.00
Task 3	\$7,130.00
	\$33,850.00

Total Project Expense - TBG Partners \$250,215.00

Total Project Expense - Sub consultants \$33,850.00

Total Direct Expenses \$15,410.00

Total Work Authorization WA 1 Cost \$299,475.00

OK
M

EXHIBIT X

LANDSCAPE ARCHITECT'S QUALIFICATIONS STATEMENT



COMPANY

Founded by Earl Broussard and Tom Afflerbach in 1987 on a commitment to design excellence, TBG Partners is the premier landscape architecture and planning firm in Texas. The firm is dedicated to creating spaces that celebrate life, developing innovative solutions for each and every project—and ultimately making hard work fun. Our passion for playfulness is perhaps only surpassed by our commitment to our clients and each of their projects. This commitment and the firm’s extensive capabilities have resulted in some of the most distinguished landscape projects in Texas and the nation. An employee-owned corporation, TBG has enjoyed remarkable success thanks to the firm’s extraordinary talent. The firm’s 17 principals lead a dedicated staff of 80-plus professionals based throughout Texas; these skilled individuals cherish the process of working collaboratively with clients and colleagues. The success of our clients and their projects is of paramount importance, and our commitment to them is resolute—our first client is still one of the very best. We believe the best solutions result from shared visions that uniquely responds to client objectives, site context and user needs—while articulating a distinct and inviting sense of place. TBG’s award-winning and internationally recognized projects demonstrate the value and success of our approach.

PRACTICE AREAS

TBG has extensive experience in developing successful planning solutions and landscape designs in multiple practice areas. Known for its exceptional service, TBG creates uniquely responsive designs tailored to client objectives. TBG provides exemplary landscape architecture, planning, sustainable design and environmental graphic design services for an array of project types that includes:

- Communities
- Mixed-use/retail developments
- Resort destinations
- Amenity centers
- Corporate campuses
- Healthcare facilities
- Educational campuses
- Civic facilities
- Parks and trails
- Historic sites and restorations
- Healing gardens
- Natural play environments

LEADERSHIP

- Earl Broussard, FASLA, AICP, LEED AP.....AUSTIN
- Thomas Afflerbach, ASLA, LEED AP.....AUSTIN
- Brian Ott, ASLA, LEED AP.....AUSTIN
- Sean Compton, LEED AP.....AUSTIN
- Brent Spraggins, Architect.....AUSTIN
- Trent Rush, ASLA, LEED AP.....AUSTIN
- Sarah Cash.....AUSTIN
- Brenda Warner.....AUSTIN
- Dennis Jerke, ASLA.....FORT WORTH
- Jim Manskey, ASLA.....DALLAS
- Mark Meyer, ASLA.....DALLAS
- Kent Mendenhall, ASLA, Associate AIA.....DALLAS
- Bill Odle, ASLA.....HOUSTON
- John Wallace, ASLA.....HOUSTON
- Drew Mengwasser, ASLA, LEED AP.....HOUSTON
- Meade Mitchell, ASLA.....HOUSTON
- Scott Weaver, ASLA, LEED AP.....SAN ANTONIO



Sustainable design successfully integrates economic, social and environmental components with the natural environment. With 26 LEED® Accredited Professionals, 20 projects seeking LEED certification, 14 LEED certified projects and many more incorporating green design, TBG is committed to the advancement of sustainable design and planning practices, ensuring that the firm remains at the forefront of this progressive realm.

DELL CHILDREN'S MEDICAL CENTER OF CENTRAL TEXAS

LEED-NC Platinum Certified

Austin, Texas

RONALD MCDONALD HOUSE

LEED-NC Platinum Certified

Austin, Texas

EAGLE VETERINARY HOSPITAL

LEED-NC Platinum Certified

San Antonio, Texas

AMD LOHE STAR CAMPUS

LEED-NC Gold Certified

Austin, Texas

FOUR POINTS CENTRE, LOT 2, BLOCK B

LEED-CS Gold Certified

Austin, Texas

WYAK MIDWAY OAK PARK OFFICE BUILDING

LEED-NC Gold Certified

Houston, Texas

CATELLUS SETON ADMINISTRATION OFFICES

LEED-NC Gold Certified

Austin, Texas

RACKSPACE HEADQUARTERS

LEED-NC Gold Certified

San Antonio, Texas

HUNT OIL TOWER

LEED-CI Silver Certified

Dallas, Texas

SEDL CORPORATE HEADQUARTERS

LEED-NC Silver Certified

Austin, Texas

THE UNIVERSITY OF TEXAS BIOMEDICAL ENGINEERING BUILDING

LEED-NC Silver Certified

Austin, Texas

FLUOR CORPORATE HEADQUARTERS

LEED-NC Certified

Las Colinas, Texas

THE LAKE HOUSE AT CINCO RANCH

LEED-NC Certified

Katy, Texas

JW MARRIOTT SAN ANTONIO HILL COUNTRY

RESORT AND SPA

LEED-NC Certified

San Antonio, Texas

6 HOUSTON CENTER

Seeking LEED-CS Gold Certification

Houston, Texas

CHAMPION OFFICE DEVELOPMENT

Seeking LEED-CS Gold Certification

Austin, Texas

SAN JACINTO BATTLEGROUND VISITORS CENTER

Seeking LEED-NC Silver Certification

La Porte, Texas

COLONY PARK RECREATION CENTER

Seeking LEED-NC Silver Certification

Austin, Texas

TEXAS STATE UNIVERSITY NORTH HOUSING

DORMITORY

Seeking LEED-NC Silver Certification

San Marcos, Texas

TEXAS STATE UNIVERSITY UNDERGRADUATE

ACADEMIC CENTER

Seeking LEED-NC Silver Certification

San Marcos, Texas

FOUR POINTS CENTRE, LOT 5, BLOCK A

Seeking LEED-CS Silver Certification

Austin, Texas



HALL OFFICE PARK - T.1 TOWER

Seeking LEED-CS Silver Certification
Frisco, Texas

LAKEVIEW BUSINESS PARK - PHASE I

Seeking LEED-CS Silver Certification
Missouri City, Texas

JULIA IDESON LIBRARY

Seeking LEED-NC Silver Certification
Houston, Texas

THE DOMAIN II

Seeking LEED-NC Certification
Austin, Texas

FRONTERA VISTA

Seeking LEED-NC Certification
Round Rock, Texas

GRANITE PARK IV

Seeking LEED-NC Certification
Plano, Texas

GRANITE PARK V

Seeking LEED-NC Certification
Plano, Texas

INTELLICENTER DALLAS

Seeking LEED-NC Certification
Dallas, Texas

INTELLICENTER HOUSTON

Seeking LEED-NC Certification
Houston, Texas

SEAHOLM POWER PLANT REDEVELOPMENT

Seeking LEED-NC Certification
Austin, Texas

TELFAIR CENTRAL HALL

Seeking LEED-NC Certification
Sugar Land, Texas

TELFAIR MEETING HOUSE

Seeking LEED-NC Certification
Sugar Land, Texas

FIGORE

Austin Green Building Program/five-star rated
Austin, Texas

LCRA TENSOCO PHASES I&II

Austin Green Building Program/four-star rated
Austin, Texas

THE AUSTONIAN

Austin Green Building Program/four-star rated
Austin, Texas

CATELLUS SETON ADMINISTRATION OFFICES

Austin Green Building Program/four-star rated
Austin, Texas

MUELLER REGIONAL RETAIL

Austin Green Building Program/two-star rated
Austin, Texas

STRICTLY PEDIATRICS MOB

Austin Green Building Program/two-star rated
Austin, Texas

WESTMINSTER MANOR

Austin Green Building Program/two-star rated
Austin, Texas

WILDHORSE PUD

Austin Green Building Program/one-star rated
Austin, Texas

WHEATSVILLE FOOD CO-OP

Austin Green Building Program/one-star rated
Austin, Texas

NEW BRAUNFELS UTILITIES

Austin Green Building Program
New Braunfels, Texas

JOHNSON BEACH COMMUNITY

Green Building Practices
Galveston, Texas

WATER OAK AT SAN GABRIEL

Conservation Development
Georgetown, Texas



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

EDUCATION

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

REGISTRATION

USGBC LEED Accredited Professional

Landscape Architect - State of Texas, 1981

Landscape Architect - South Africa, 1984

TxDOT Precertification, 1.4.1 Land Planning/Engineering

SELECTED AFFILIATIONS

Congress for the New Urbanism (CNU)

US Green Building Council (USGBC)

Urban Land Institute (ULI)

American Society of Landscape Architects (ASLA)

APPOINTMENTS

Congress for the New Urbanism (CNU) Central Texas, President

Alliance for Public Transportation, Board of Directors

Envision Central Texas

PROJECTS

Ronald Reagan Boulevard, Sustainable Design - Williamson County, Texas

Protocol for Sustainable Roadways - Williamson County, Texas

The University of Texas Brackemidge Master Plan - Austin, Texas

Midtown Commons TOD - Austin, Texas

Lakeshore District Master Plan - Austin, Texas

Water Oak Conservation Development - Georgetown, Texas

Plum Creek - Kyle, Texas

Rathgeber Village at Mueller - Austin, Texas

The Woods Conservation Community Center - College Station, Texas

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

*Kings Forest Resort - Brisbane, Australia**

*Pricia Takehara Resort - Hiroshima Prefecture, Japan**

*Zimbali Resort - Duiban, South Africa**

** Denotes projects prior to joining TBG*

SELECTED AWARDS

Plum Creek

Envision Central Texas Community Stewardship New Development Award 2006, and Public Planning and Policy

Award, 2010

Austin Business Journal Awards

Master Planned Community of the Year 2005

Houston Low Impact Development -

Green Roadway Design Finalist

Cedar Park Town Center

American Planning Association, Austin Chapter

Conservation Plan for the Uplands and Sweetwater Ranch

American Society of Landscape Architects, Merit Award

Jefferson Center

Austin Business Journal Awards, Best Multi-Family

Met Center

Austin Business Journal Awards, Best Commercial



Charlotte Tonsor, LEED AP

SENIOR ASSOCIATE



A senior associate and project manager in TBG's Austin office, Charlotte Tonsor has been with TBG for more than 10 years, working on a variety of unique and challenging projects. Charlotte works collaboratively as part of a team approach and shares her expertise in sustainability with clients and colleagues to develop the most responsible project solutions. Her sustainable design experience involves working with innovative water solutions, including rainwater harvesting, bioswales and rain gardens, and construction techniques that reduce waste, limit development impact and reuse site materials.

EDUCATION

*Bachelor of Landscape Architecture,
Texas A&M University, 1999*

REGISTRATION

*Landscape Architect - State of
Texas, 2008*

LEED Accredited Professional

AFFILIATIONS

US Green Building Council (USGBC)

PROJECTS

*Ronald Reagan Boulevard - Williamson
County, Texas*

*UT Lady Bird Johnson Wildflower
Center Children's Garden - Austin,
Texas*

*Texas Parks and Wildlife Game Warden
Training Facility - Stax, Texas*

Butler Park - Austin, Texas

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

Republic Square Park - Austin, Texas

*Advanced Micro Devices Lone Star
Campus - Austin, Texas*

*Laguna Gloria Historic Grounds
Restoration - Austin, Texas*

*Prairie View A&M University Juvenile
Justice and Psychology Building -
Prairie View, Texas*

Rocky Creek Branch - Bee Cave, Texas

Gabardine - Austin, Texas

*JW Marriott San Antonio Hill Country
Resort & Spa - San Antonio, Texas*

St. Joseph Hospital - Bryan, Texas

AWARDS

*Town Lake Park ASLA Texas Chapter
Honor Award 2008*

*Keep Austin Beautiful Beautification
Award 2007*

*Hyatt Regency Lost Pines Resort and
Spa
ASLA Texas Chapter Honor Award 2008*

*Advanced Micro Devices Lone Star
Campus*

*ASLA Texas Chapter Merit Award 2010,
Land Stewardship Designation*



A Senior Associate in TBG's Austin office, Ronnie Stafford undertakes all aspects of residential development and recreational projects. His involvement in each project begins with the design process and continues into construction observation to ensure that all of the client's needs are fulfilled. Ronnie has extensive field experience in the design of interactive aquatic and recreation center projects. Over the past few years Ronnie has been a project manager on multiple water-based recreation projects, including: Grand Mission Recreation Center, Hyatt Regency Lost Pines Resort & Spa, Bridgeland Recreation Center, Telfair Recreation Center and others.

EDUCATION

*Bachelor of Landscape Architecture,
Texas Tech University, 1995*

REGISTRATION

*Landscape Architect - State of
Texas, 2008*

AFFILIATIONS

*American Society of
Landscape Architects (ASLA)
Real Estate Council of Austin (RECA)
US Green Building Council (USGBC)
The Association of Pool & Spa
Professionals (APSP)*

PROJECTS

*Protocol for Sustainable Roadsides -
Williamson County, Texas

Rec Center at Cibolo Canyons - San
Antonio, Texas

The Lakehouse at Cinco Ranch - Katy,
Texas

Seven Meadows Central Park - Katy,
Texas

Sharyland Plantation Recreation Center
- Mission, Texas

Bridgeland Recreation Center - Cypress,
Texas

Eagle Springs Recreation Center -
Houston, Texas

Fall Creek Recreation Center - Houston,
Texas

Telfair Central Hall and Recreation
Center - Sugar Land, Texas

Grand Mission Recreation Center -
Houston, Texas

Lakeway Swim Center Park - Lakeway,
Texas*

PROJECTS - continued

*Camp Young Judaea - Wimberley,
Texas

Camp For All - Burton, Texas

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

JW Marriott San Antonio Hill Country
Resort and Spa - San Antonio, Texas

Palmas del Mar, Puerto Rico

Water Oak - Georgetown, Texas

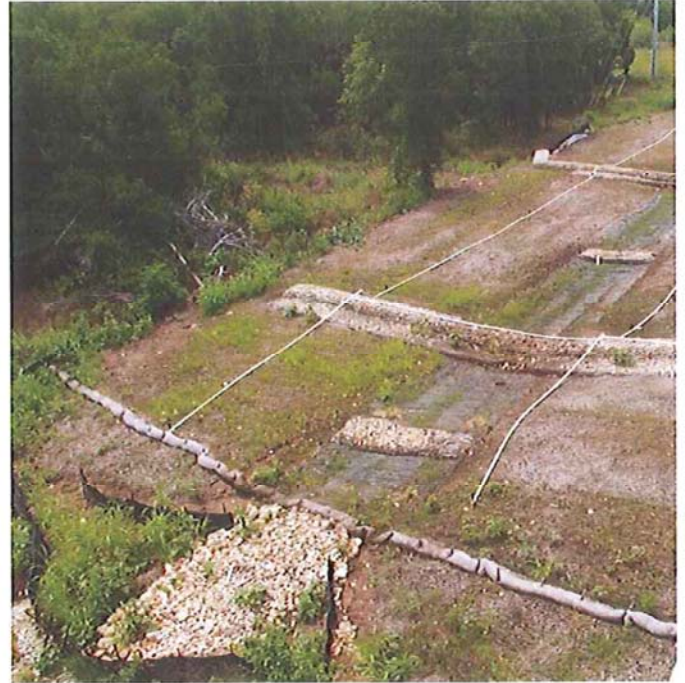
City of Bee Cave Central Park - Bee
Cave, Texas

Independence Hills Regional Park -
Laredo, Texas

U.T. Lady Bird Johnson Wildflower
Center Children's Garden - Austin,
Texas

Seven Meadows Central Park - Katy,
Texas

City of Bee Cave Central Park - Bee
Cave, Texas*



LOCATION

Williamson County, Texas

AREA

12 miles of roadway

YEAR COMPLETED

2010

SERVICES PROVIDED

- Sustainable design*
- Context sensitive design*
- Landscape architecture*
- Low-Impact stormwater design*

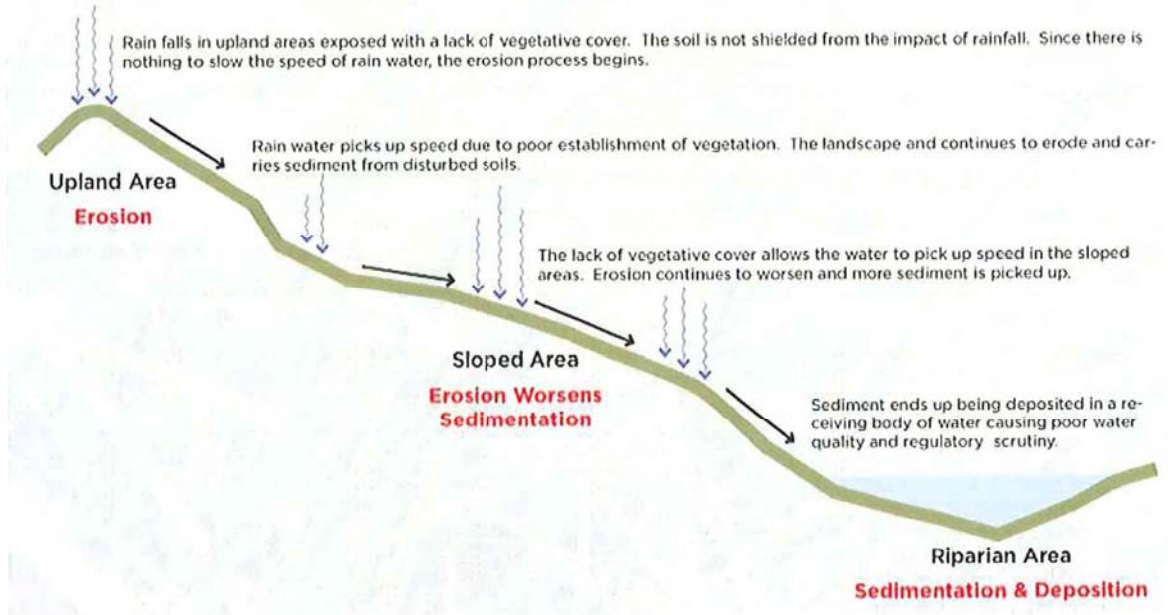
PROJECT ELEMENTS

- Analysis for failed roadside conditions*
- Corrective measures design*
- Plans, specifications and estimates*
- Construction phase services*
- Maintenance specifications*
- Project monitoring*



Commissioned by Williamson County, TBG analyzed the roadside conditions for a constructed 12-mile section of Ronald Reagan Boulevard damaged by widespread roadside erosion, slope stability and waterway siltation issues. A cross-disciplinary team led by TBG conducted an in-depth field assessment of the conditions, an analysis of the roadside construction documentation and current construction and maintenance practices. TBG prepared recommendations as well as a monitoring program to evaluate the construction and maintenance Best Management Practices. TBG will work with County staff to familiarize them on the corrective measures' installation and maintenance. As such, this project is being viewed as a demonstration project for the County.

Addressing the Problem of Erosion and Sedimentation



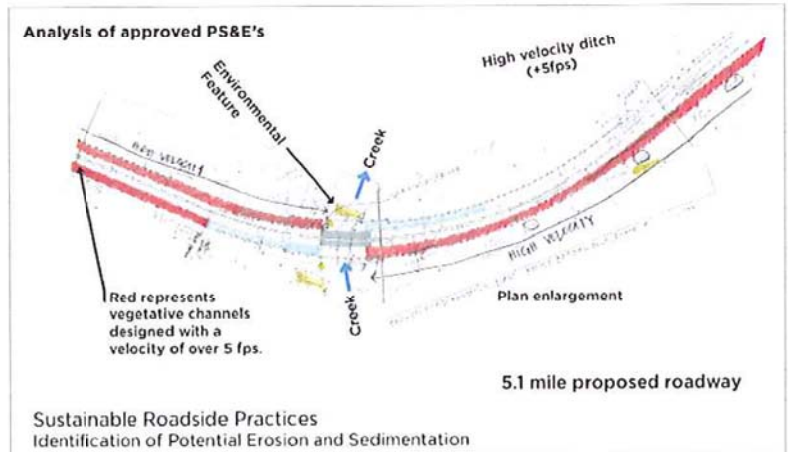
LOCATION
Williamson County, Texas

AREA
21 miles of roadway

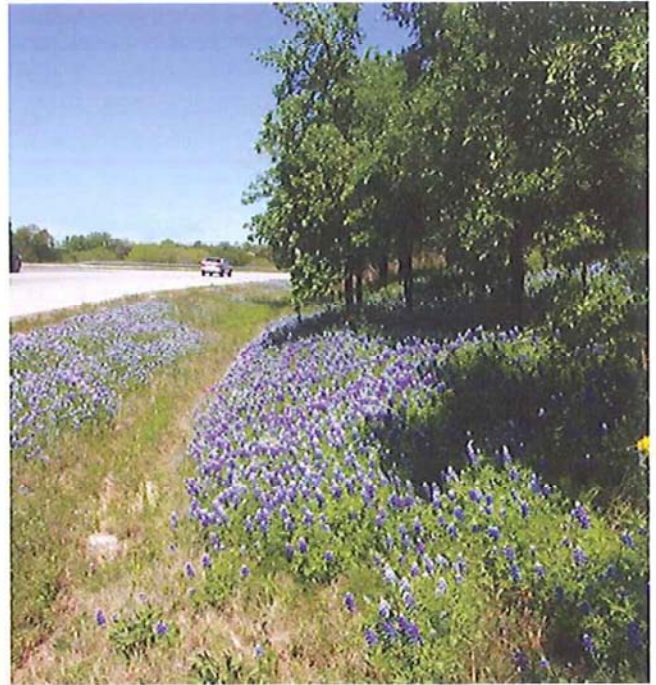
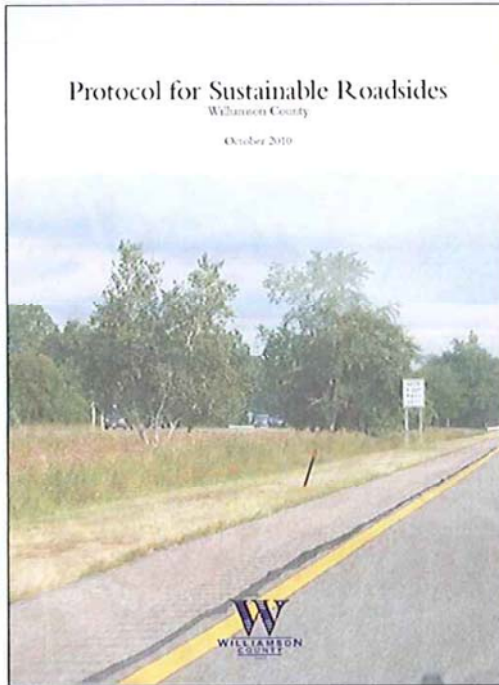
YEAR COMPLETED
2010

SERVICES PROVIDED
Sustainable design
Context sensitive design
Landscape architecture
Low-Impact stormwater design

PROJECT ELEMENTS
Ecological assesment
Best management practices



Recognizing the financial and environmental costs associated with roadways, the Williamson County Commissioners Court engaged TBG to review a number of recently designed projects to provide guidance for incorporating ecologically sustainable objectives. These objectives include reducing erosion and sedimentation, ensuring regulatory compliance and guiding engineers toward the design of sustainable roadsides. TBG conducted an ecological assessment and reviewed the design, including channel hydrology and hydraulic study, grading, environmental assessment, and temporary and permanent erosion and sedimentation controls. TBG identified potential issues and developed Best Management Practices (BMPs) to address concerns for implementation.



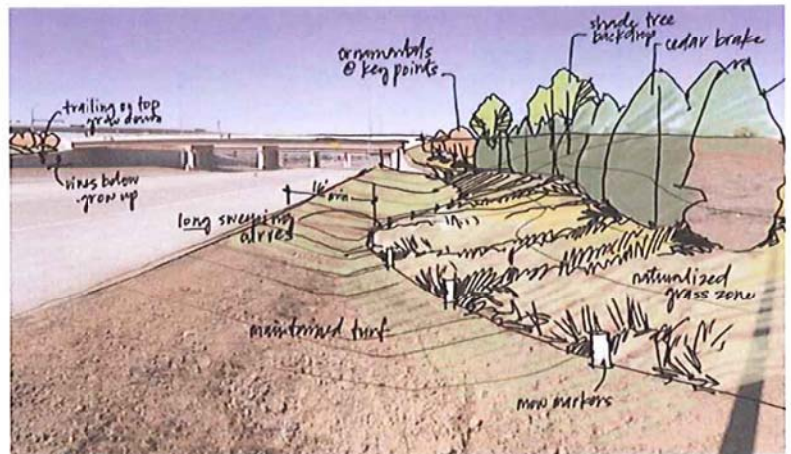
LOCATION
Williamson County, Texas

AREA
County-wide

YEAR COMPLETED
2010

SERVICES PROVIDED
Sustainable design
Context sensitive design
Landscape architecture
Low-Impact stormwater design

PROJECT ELEMENTS
Roadway corridor planning
Best management practices
PS&E technical specifications
Roadside inspection criteria
Maintenance criteria



TBG led a multidisciplinary team to analyze current practices in the design, construction, maintenance and policies of Williamson County roadsides. Recognizing the financial and environmental costs, the County Commissioners Court adopted the Protocol for use as a common base of information for roadway engineers, contractors and maintenance staff. This approach seeks to widen the "success rate" of roadsides to reduce or avoid financial and environmental impacts. The Protocol draws upon leading research in highway design and construction, employs Low Impact Development (LID) principles to improve stormwater quality, and emphasizes use of native vegetation and ecological restoration.

Lady Bird Johnson Wildflower Center: Ecosystem Design Group

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

The Wildflower Center typically works with other project partners in a team based decision-making system where input from all consultants is encouraged to make the best possible decision. We work closely with the design team on the environmental implications of design decisions to ensure performative landscapes. Since our services are unique and require innovative techniques, we are most effective and efficient when involved from the beginning stages of design, design development, to construction oversight and project completion. We are dedicated to the integrity of the design and work diligently with team members to develop long term sustainable sites that protect existing ecosystems and regenerate ecological capacity where it has been lost.

Our projects integrate the most sustainable site design practices identified by the Sustainable Sites Initiative, a national voluntary "green building" tool for the landscape developed by the Wildflower Center in collaboration with the American Society for Landscape Architects (ASLA) and the United States Botanic Garden and experts in soils, hydrology, plants and materials from around the nation. The Sustainable Sites Initiative defines sustainability as "design, construction, operations, and maintenance practices that meet the needs of the present without compromising the ability of future generations to meet their own needs." The standards and guidelines for the Sustainable Sites Initiative available at www.sustainable-sites.org

Our process follows the guidelines of Sustainable Sites Initiative starting with site selection through design guidelines and specifications to operations and maintenance and often includes long term monitoring. The majority of our projects begin with the Wildflower Center performing an in depth site assessment that function as the foundation for the preliminary design supported by site specific data such as infiltration rates, soil types, and existing vegetative cover. We additionally produce materials such as illustrations, specifications, and project reports to demonstrate the Wildflower Center's design intent that are then integrated into the teams drawing sets. Because of the special nature of the construction methods needed to implement many of the designs, Wildflower Center consultants regularly visit the project sites and provide construction oversight when necessary and additionally act as a liaison between the client and local governments in order to assure that environmental standards and requirements are met and in most cases surpassed. The Center also offers design/build capabilities where Wildflower Center consultants carry out the desired task. In some situations, Wildflower Center staff has served as field supervisors for installing contractors in order to both educate their crews as well as assure full compliance with design intent while adapting the design to site constraints.



Emily Manderson, Consulting Program Manager, LEED AP
Landscape Restoration Program • Lady Bird Johnson Wildflower Center
Ecosystem Design Group
4801 La Crosse Avenue • Austin, Texas • 78739-1702
Tel: (512) 232 0101 • emanderson@wildflower.org

Education

M.A. 2007 Landscape Architecture, University of Texas
M.A. 2002 Physical Geography, Texas State University
B.A. 1997 Sociology, Skidmore College

Selected Projects

Low Impact Development Workshops, Texas.

Participated in the development and hosting of eight LID workshops throughout the Texas region to identify policy and local code obstacles to LID implementation. The workshops are in conjunction with The Center for Research in Water Resources at University of Texas and are financed through grants by, the Texas Commission on Environmental Quality and the U.S. Environmental Protection Agency.

George Bush Presidential Center, Dallas Texas. Project Manager

Provided ecological consulting on native prairie establishment, installation, and maintenance. Consulted on stormwater BMPs, green roof design, soil development and appropriate plant selection.

Guadalupe Saldana Net Zero Subdivision, Austin Texas. Project Manager

Worked with Architects, Landscape Architects, Developers, Community representatives and Engineers in the development of sustainable landscape features for the affordable housing Guadalupe Saldana Subdivision in Austin Texas. These features focused on innovative stormwater quality systems, analysis of rainwater collection for irrigation, guidance on stream channel enhancements for a critical environmental feature, and site native plant selection.

Greenway Design, Robert Mueller Redevelopment, Austin Texas.

Worked with project landscape architects and civil engineers on the design of the Robert Mueller Development public and commercial green infrastructure. These designs include prairie restoration, Low Impact Design stormwater practices, formal native garden design, wetland habitat restoration, and interpretive theme development.

Presentations and Affiliations

- 2010 International Low Impact Development Conference. San Francisco, California. Biofiltration sustainable media design.
- Managing Wet Weather with Green Infrastructure Workshop. San Antonio, Texas. 2009. Research on plant selections and soil conditions when using green infrastructure for managing stormwater in Central Texas.
- American Ecological Engineering Society. Corvallis, Oregon. 2009. Biofiltration research analysis and applied projects in Austin, TX.
- American Society of Landscape Architects Conference 2008. Press Conference Parking lot to Prairie: Mueller Airport Redevelopment Project.

Mark Simmons, Ecologist

Landscape Restoration Program • Lady Bird Johnson Wildflower Center
Ecosystem Design Group
4801 La Crosse Avenue • Austin, Texas • 78739-1702
Tel: (512) 232 0101 • msimmons@wildflower.org

Education

Ph.D. 2003 Rangeland Ecology and Management, Texas A&M University
M.S. 1997 Botany, University of Cape Town, South Africa
B.S. 1993 Botany, Honors, University of Cape Town, South Africa
B.S. 1981 Environmental Science, University of Lancaster, United Kingdom

Selected Projects

Sustainable Sites Initiative

Worked on the Vegetation Technical Committee with scientists, consultants, and professionals to establish a national credit system for sustainable landscape design.

Robert Mueller Airport Development, Austin Texas. Principle

Worked with landscape architects, developers and engineers in the development of sustainable landscape features for green space residential and commercial urban development. These features focused on different native landscapes-- prairies wildflower meadows and gardens, wetland/stormwater quality systems, rain gardens. Also spear-headed interpretation and community involvement programs.

San Antonio River Mission Reach Project, San Antonio, Texas. Principle

Worked with landscape architects and engineers to develop the ecological restoration of eight miles of the river through urban landscape. The restored native plant composition, density and layout had to conform to the re-engineered hydrology of the flood-prone stretch of river. Design components included native prairies, riparian margins, and different woody plant communities.

National Park Service, Texas, Oklahoma, Colorado. Principle

Worked with parks staff to create ecological and interpretive master plans for several national parks and historic sites within south central US. Plans examined ways to re-establish former plant communities to historical condition and allow stake holders including adjacent communities and Native American communities to be involved in the restoration process.

Publications

- Simmons, M T, B. Gardiner, S. Windhager, and M.J. Tinsley (2008). Green roofs are not created equal: the hydrologic and thermal performance of six different extensive green roofs and reflective and non-reflective roofs in a sub tropical climate. *Urban Ecosystems* 11(4): 339-348.
- Simmons, M T, S R Archer, R J Ansley, and W R Teague (2008). Tree (*Prosopis glandulosa*) effects on grass growth: an experimental assessment of above- and belowground interactions in a temperate savanna. *Journal of Arid Environments*, 72: 314-325.
- Simmons, M T, S Windhager, P Power, J Lott, R Lyons, and C Schwoppe (2007). Selective and non-selective control of invasive plants: The effects of growing-season prescribed fire, herbicide, and mowing in two invaded Texas prairies. *Restoration Ecology* 15 662-669.

John Hart Asher, Environmental Designer, MLA

Landscape Restoration Program • Lady Bird Johnson Wildflower Center
Ecosystem Design Group

4801 La Crosse Avenue • Austin, Texas • 78739-1702

Tel: (512) 232 0109 • jasher@wildflower.org

Education

M.A. 2007 Landscape Architecture, University of Texas

B.A. 1999 History, University of Mississippi

Selected Projects

Sustainable Roadsides for Central Texas, Project Manager

Works with an integrated design team to develop sustainable roadside design, engineering, and construction BMP's. Project locations include areas of Williamson and Hays counties with the hope of spreading Sustainable Roadside strategy to all areas of central Texas.

Ronald Reagan Parkway, Williamson County, Texas, Project Manager

Worked with project landscape architects and civil engineers on ecologic restoration and implementation of ecosystem services for sections of the newly constructed Ronald Reagan Parkway; strategies included site context sensitive grading and roadway design, limiting construction disturbance, developing appropriate soil compaction levels, native plant seeding, and sustainable water quality and detention practices.

San Antonio River Restoration, San Antonio, Texas

Worked with Landscape Architects, Army Corps of Engineers, and San Antonio River Authority providing guidance on stream channel enhancements essential for riparian ecosystem function; strategies included soil health amelioration tactics and site native plant selection.

Project Beethoven: Corporate Headquarters, San Antonio, Texas

Worked with project landscape architects, civil engineers, and architects on developing sustainable construction strategies; the headquarters will serve as a pilot project for the Sustainable Sites Initiative and site planning includes ecologic site assessment, development of a restoration plan, soil restoration/conservation practices, invasive species treatment and removal plans, native plant species selection, water quality and detention.

Presentations and Affiliations

- Greater Austin Contractors and Engineers Association, Central Texas Infrastructure Design and Construction Symposium Austin, Texas. 2010. Sustainable roadside practices for Central Texas
- American Society of Landscape Architects, Member, 2010
- Texas Society for Ecologic Restoration Annual Conference, Texas 2010. Compost for restoration purposes.