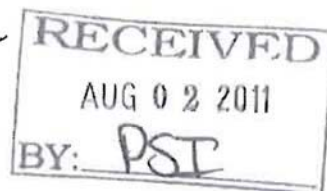


Loomis Partners - Seward Junction Loop



Checklist

Prior to Initiation of Work

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

Course of Work

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

Notices (as applicable)

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

Documentation for Payment

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

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

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

TABLE OF CONTENTS (cont'd)

EXHIBIT I	<i>Compensation for Professional Services</i>	15
	<i>Attachment A – Work Authorization</i>	17
	<i>Exhibit A - Services to Be Provided by the County</i>	18
	<i>Exhibit B - Services to Be Provided by the Engineer</i>	18
	<i>Exhibit C – Work Schedule</i>	18
	<i>Exhibit D – Fee Schedule</i>	18
EXHIBIT II	<i>Hourly Rates</i>	19
EXHIBIT III	<i>Compensation for Additional Professional Services</i>	22
EXHIBIT IV	<i>Production Schedule</i>	23
EXHIBIT V	<i>Procedures for Termination or Suspension</i>	24
EXHIBIT VI	<i>Equal Opportunity in Employment</i>	26
EXHIBIT VII	<i>Insurance Requirements</i>	28
APPENDIX A	<i>Scope of Services</i>	29
APPENDIX B	<i>Engineer's Qualification Statement</i>	38

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 Loomis Partners, Inc. (**the "Engineer"**).

WHEREAS, **County** proposes to construct a 4-lane divided roadway forming a loop around the intersection of US Highway 183 and State Highway 29 east of Liberty Hill, Texas;

WHEREAS, **County** desires to obtain professional services for Seward Junction Loop (**the "Project"**);

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

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

Section I Employment of the Engineer

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

Section II Basic Services of the Engineer

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced

by a Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.

5. The detailed Scope of Services for the *Project* is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III Fee schedule

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

Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 600 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services. ✓
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written

Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV. ✓
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and

define *County's* policies and decisions with respect to *Engineer's* services. The *County Judge* may designate representatives to transmit instructions and receive information.

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

Section VI Review of Work Product

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

"Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.

- F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

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

Section VIII Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable

by the *County Judge*.

- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its

operations under this Agreement.

- J. **Engineer** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to **County**, as required by law.
- K. **Engineer** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of **Engineer** shall be classified as an employee of **County**.

Section IX Ownership of Documents

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

Section X Maintenance of and Right of Access to Records

- A. **Engineer** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the **Project**, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. **Engineer** further agrees that **County** or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Engineer**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Engineer** agrees that **County** shall have access during normal working hours to all necessary **Engineer** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. **County** shall give **Engineer**

reasonable advance notice of intended audits.

- C. **Engineer** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.
- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

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

retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.

- (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: Loomis Partners, Inc.
3101 Bee Cave Road, Suite 100
Austin, Texas 78746
Attn: Tracy A. Bratton, P.E.

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

OK
my 8/2/2011

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

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

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

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

and to:

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the County, setting

forth a full and concise statement of the facts pertaining thereto. The **Engineer** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the **Engineer**, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the **Engineer's** performance of work under this Agreement.

- M. **Definition of Engineer.** The term "**Engineer**" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that **Engineer** is a Texas Corporation, duly authorized to transact and do business in the State of Texas. ✓
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** **County's** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty

(30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County's** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. **Acknowledgement.** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Engineer** and supersedes all prior negotiations, representations, or agreements,

either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this _____ day of _____, 20__.

THE ENGINEER:

Loomis Partners, Inc.

BY: 

Printed Name: Tracy A. Bratton

Title: Senior Project Manager

WILLIAMSON COUNTY:

BY:  8-11-11

Dan A. Gattis

Williamson County Judge

Reviewed as to Form By:

Legal Advisor to the Williamson
County Commissioners Court

Funds Verified By:

County Contracts
Management Auditor

OK
my 8/2/2011

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 \$641,247.25. ✓
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

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

shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$ 750,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*. ✓

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Engineer* shall provide *County Judge* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to *County Judge* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Engineer*.
- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org.

ATTACHMENT A

WORK AUTHORIZATION TEMPLATE

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 Loomis Partners, Inc. (*the "Engineer"*).

Part 1. The *Engineer* will provide

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

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

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

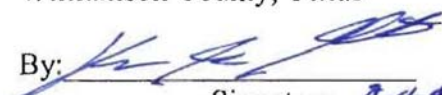
Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 201__.

ENGINEER:
Loomis Partners, Inc.

COUNTY:
Williamson County, Texas

By: _____
Signature

By:  _____
Signature 8-11-11

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my

Printed Name

Printed Name

Title

County Judge
Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II

HOURLY RATES

LOOMIS PARTNERS	2011 / 2012
<u>CLASSIFICATION</u>	<u>BILLING RATE</u>
Senior Engineer II	\$175.00
Senior Engineer I	\$160.00
Expert Witness	\$215.00
Project Engineer V	\$140.00
Project Engineer IV	\$125.00
Project Engineer III	\$115.00
Project Engineer II	\$100.00
Project Engineer I	\$85.00
Engineering Asst. III	\$80.00
Engineering Asst. II	\$75.00
Engineering Asst. I	\$70.00
CAD Manager	\$105.00
Sr. Designer	\$95.00
Designer	\$90.00
CAD Tech IV/V	\$95.00
CAD Tech I/II/III	\$85.00
Environmental Dept Head	\$160.00
Senior Scientist	\$140.00
Staff Scientist	\$85.00
Environmental Technician	\$65.00
Chief Surveyor, RPLS	\$150.00
Senior Surveyor, RPLS	\$140.00
Project Surveyor II, RPLS	\$110.00
Project Surveyor I, SIT	\$95.00
Survey Technician II	\$90.00
Survey Technician I	\$80.00
2 Person Field Crew	\$140.00
3 Person Field Crew	\$180.00
Additional Rod Person	\$75.00
One Person GPS	\$100.00
Administrative Assistant	\$65.00
<u>EXPENSES</u>	
<u>Prints / Copies</u>	
8.5x11 Black & White	\$0.10/ea
8.5x11 Color	\$0.59/ea
11x17 Black & White	\$0.15/ea
11x17 Color	\$0.75/ea
Black Line Plots (24x36)	\$1.50/ea
Full Color Plots (24x36)	\$12/ea
Mileage	IRS standard Rate
Other Expenses / Subcontracts	Cost

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HDR CLASSIFICATION	2011 / 2012 BILLING RATE
Traffic Operations Manager	\$190.00
Senior Traffic Project Manager	\$190.00
Traffic Project Manager/II	\$170.00
Traffic Project Manager	\$150.00
Senior Traffic Engineer	\$150.00
Traffic Engineer II	\$125.00
Traffic Engineer	\$120.00
Senior Traffic Engineer Associate	\$110.00
Traffic Engineering Associate II	\$100.00
Traffic Engineering Associate	\$95.00
CADD Manager	\$100.00
CADD Technician	\$85.00
Senior Engineering Technician	\$90.00
Engineering Technician	\$60.00
Administrative Assistant	\$85.00

*Minimum of one eight hour day will be charged for staff person involved in court appearance, deposition, traveling, or working out of town.

Expenses	Cost
Mileage	IRS Standard Rate
Traffic Counts (Tube – 24 hrs)	\$200.00 each
Traffic Counts (Tube – 7 days)	\$500.00 each
Traffic Counts (Lane Counter/Classifier)	\$100.00 each

Walker Texas Surveyors CLASSIFICATION	2011 / 2012 BILLING RATE
RPLS	\$130.00
Project Manager	\$145.00
Survey Technician	\$85.00
GPS Data Processing	\$85.00
CAD Draftsman	\$75.00
Research	\$60.00
Administrative	\$60.00

Expert Witness/Testimony/Deposition Services \$1,000.00 per day

One (1) Person Field Crew with Robotic	\$120.00
Two (2) Person Field Crew with Robotic and GPS	\$150.00
Additional Crewmember	\$35.00
GPS Field Operator & Vehicle with GPS Receiver	\$150.00
GPS Receiver (unmanned)	\$30.00
Extra Vehicle Flat Bottom Boat, 4 Wheeler	\$100.00

Transportation:
By Firm's Passenger Vehicles (Note 1) IRS Rate
By Firm's Survey Trucks (Notes 1, 2, 3, & 4)

Subsistence of out-of-city work \$150.00 min. per day per person based on cost

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Reproduction and Printing by Firm, Survey Stakes,
Lathes, Iron Rods and other Direct Expenses

Prevailing Commercial
Rates or Cost

Notes:

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

Applied Archeological Sciences, Inc.

2011 / 2012

CLASSIFICATION

BILLING RATE

Archeologist	\$90.00
Project Historian	\$80.00
Technician	\$45.00
Mileage	IRS Standard Rate
Research Fees, Copies & Expenses	Cost

ENCO Consulting, Inc.

2011 / 2012

CLASSIFICATION

BILLING RATE

Professional Engineer	\$150.00
Project Manager	\$135.00
Engineer	\$120.00
OSP Engineering Designer	\$90.00
Engineering Technician	\$75.00
Drafting Technician	\$65.00
Administrative	\$45.00

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Aguirre & Fields

2011 / 2012

CLASSIFICATION

BILLING RATE

Senior Project Manager	\$201.83
Project Manager	\$152.15
Senior Engineer	\$145.94
Project Engineer	\$117.99
EIT	\$86.94
Senior Engineer Tech	\$124.20
Junior Engineer Tech	\$83.84
Senior CADD Operator	\$77.63
CADD Operator	\$62.10
Admin / Clerical	\$71.42

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

EXHIBIT IV

PRODUCTION SCHEDULE

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

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

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

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

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

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

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

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

1. In the event that *Engineer* exercises such right to terminate, within thirty (30) days after

receipt by *County* of *Engineer's* Notice of Termination, *Engineer* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

EXHIBIT VII

INSURANCE REQUIREMENTS

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

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

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

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

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

APPENDIX A

SCOPE OF SERVICES

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

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

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

SERVICES TO BE PROVIDED BY THE ENGINEER

The work to be performed under this contract shall consist of providing surveying, engineering and environmental services required for the development of the design schematic layout for the Seward Junction Loop, including a route study, preliminary environmental studies and preliminary hydrologic/hydraulic investigations. Preliminary engineering will assess alternatives for incorporating and widening existing county roadways as part of the loop and of new roadway alignments. The typical section should accommodate an *interim* undivided roadway with 2 lanes and should provide enough ROW for a future *ultimate* 4 lane divided roadway. The project is generally centered on the intersection of US 183 and State Highway 29 east of Liberty Hill. It is anticipated that the loop will be approximately 6 miles long and will incorporate the following existing county roads: CR 259 to CR266, CR 260, CR 258, CR 213. A completely new road route will be required from SH 29 and CR 213 (or Stonewall Parkway) south and west to the planned overpass of 183A at CR 259. The anticipated study area is provided in Exhibit E.

The focus of the route study will be: 1) evaluation of innovative alternatives to existing intersections along the proposed loop to enhance mobility, 2) evaluation of alignments connecting the US 183A / CR 259 overpass to SH 29 and CR 213 (or Stonewall Parkway), and 3) evaluation of the impact of the proposed loop on SH 29 and US 183 for both the current and proposed (schematic) roadway alignments.

Following the completion of the route study, a schematic of the proposed roadway identifying all right-of-way needs will be developed. At the schematic stage, environmental studies will identify likely permitting issues, map possible constraints, and provide data that will be used to develop a schematic with minimized environmental impacts and agency coordination needs.

The full extent of some tasks required for the schematic cannot be known until the route study is complete. For this reason the following items will be added in the future as an additional work authorization: right-of-entry for environmental field work and surveying, supplemental topographic survey as may be required to design drainage crossings, boundary survey for ROW acquisition, and geological investigations.

This scope of work assumes that ultimate construction of the project will be subject to the environmental requirements of the Texas Commission on Environmental Quality (TCEQ) for projects within the Edwards Aquifer Contributing Zone and that Texas Department of Transportation coordination and permitting will be required for intersections at SH 29 and US 183 (assuming environmental assessment at the level of a Categorical Exclusion). This scope also anticipates that future agency coordination and permitting may be needed for water quality, waters of the U.S., endangered species, migratory birds, and cultural resources. The environmental studies described in this scope of work are intended to support such future coordination and permitting needs; however, direct agency coordination and preparation of permitting documents is not included at this time. The Engineer will develop approximate additional ROW required to accomplish the anticipated Best Management Practices (BMPs) within the Edwards Aquifer Contributing Zone as necessary to comply with TCEQ and Corps of Engineers regulations.

The Engineer shall provide the services described below for surveying, schematic preparation, public involvement, environmental study, and hydrologic/hydraulic study. All deliverables will be

submitted in hardcopy format and uploaded to Projectwise in pdf format. All native design files will be uploaded to Projectwise at project milestones or on request.

1. CONSTRAINTS AND BASELINE DATA FOR ROUTE STUDY

Project constraints and baseline data for the anticipated study area shown in Exhibit E will be developed. The following activities will gather the information needed to analyze the feasibility and impacts of alternative alignments and intersection geometry developed during the Route Study.

- 1.1. Right of entry: During the development of constraints mapping for the route study, the only right of entry anticipated will be for two large tracts of land on the southwest quadrant of the proposed loop for the purpose of verifying topographic data (refer to detailed topographic survey scope below).
- 1.2. Environmental and Cultural Constraints: Prepare a preliminary review of the environmental and cultural resources of the study area to support alternatives analyses and identify potential future permitting needs. The range of issues to be evaluated shall be consistent with the information typically provided for a Categorical Exclusion through the TxDOT environmental review process.
 - 1.2.1. Review Published Information: Conduct a review of relevant published and publically available environmental and cultural resource information pertaining to the study area. Such information will include, to the extent available, recent aerial imagery, topographic maps, soils, geology, vegetation, wildlife, land uses, water resources, endangered species and migratory birds, socioeconomic characteristics, hazardous materials, historic landmarks and structures, archeological sites, and noise and air quality.
 - 1.2.2. Preliminary Field Investigation: Conduct field investigations of the study area from publically accessible roads and other properties where right-of-entry has been obtained. Field investigations will focus on confirming information gathered from the review of published materials and from on-site observations to support the alternatives analysis. Field investigations under this task are not intended to be at the level of detail needed to support detailed impacts analysis or future permitting actions.
 - 1.2.3. Document Preliminary Findings: Prepare a memo or letter report summarizing the potential environmental and cultural resource issues and constraints associated with the study area. The memo or report will also identify issues needing additional study and highlight potential future permitting
- 1.3. Survey: Engineer will utilize publicly available LIDAR data from CAPCOG to create a TIN and 1-foot contour mapping of the project area and conduct field work to verify the accuracy and appropriateness of this data for conducting the route study. Should the LIDAR be found to be inaccurate or insufficient for conducting of the route study, the Engineer will notify the County and prepare a supplemental work authorization proposing alternate ways to gather the required topographic data.
 - 1.3.1. Topography: Utilizing digital terrain modeling software, a one-foot contour interval topographic map will be prepared for the project area based on LIDAR data available from CAPCOG.
 - 1.3.2. Establish Project Control: Horizontal control shall be based on Texas State Plane Coordinate System, Central Zone, NAD-83. Vertical Control shall be based on NAVD-88. Locate published benchmarks (i.e. LCRA, TXDOT, CTRMA, FEMA, GPS point, etc.); establish benchmark circuit (run levels) throughout the project; establish additional benchmarks at intervals not to exceed 1,000 feet for the limits of the project; Benchmarks shall be 20M (ASTM) (3/4 inch) diameter, 48 inches long, or equivalent as

warranted by terrain, and shall be located near the existing ROW line or proposed ROW line at a measured distance. Perform the benchmark circuits in accordance with good surveying practice. Provide location of permanent project benchmarks and traverse points (description, coordinates and elevations).

1.3.3. Field Verification of LIDAR: Obtain on-the-ground field elevations at 100-ft intervals and major grade breaks along proposed roadways as specified by the project engineer for purposes of verifying the accuracy of LIDAR topographic information being used as the basis for infrastructure design.

1.3.4. Analysis of LIDAR: Based on the provided field measurements and LIDAR TIN, prepare a report showing the vertical difference between the surveyed points and the TIN surface.

1.4. Physical Constraints

1.4.1. Property Boundaries and Rights-of-way: Engineer will use mapping data available from the Williamson County Appraisal District to approximate property boundaries and rights-of-way for the purpose of the route study. The Engineer will contact the City of Liberty Hill and Williamson County development review officials for input on any planned developments along the corridor that may not yet be reflected in the Appraisal District maps.

1.4.2. Improvements along the corridor: Publically available aerial imagery from CAPCOG will be used to identify existing structures and improvements in the study area that may create constraints on proposed alignments.

1.4.3. US 183 & SH 29: Engineer will use available design schematics of existing and proposed US 183 and SH 29 in evaluating alignments during the route study.

1.4.4. Utilities: Engineer will contact utility providers in the area to obtain utility data and approximate locations. The approximate location of any utilities from obtained information will be included in constraints mapping and analysis. An initial assessment of approximate cost and schedule to relocate utilities within the study area will be sought from the utility providers.

1.4.5. Meetings with land owners of properties as deemed necessary.

1.5. Traffic Data Collection

1.5.1. Traffic, Land Use and Historical Data: The Engineer will obtain any existing data and information, which will include any transportation and land development plans/studies/reports that have been performed within the study area and historical count data along roadways.

1.5.2. Identification of Key Intersections: Through discussions with the project team, identify key intersections to be studied further in a detailed analysis. Intersections may include but are not limited to:

- o SH 29 and US 183
- o CR 260 and SH 29
- o CR 213 and SH 29
- o CR 213 and CR 258
- o CR 258 and CR 213
- o CR 258 and Stonewater Parkway
- o US 183 and CR 259/CR 263

1.5.3. Traffic Data: To supplement the data obtained above, the Engineer will collect existing traffic data at the following locations:

- o 24-Hour Birectional Traffic Counts at up to 10 locations in the study including CR 213, CR 260, and CR 259/CR263, CR 213, SH 29, and US 183
- o AM and PM peak hour turning movement counts at the key study area intersections identified previously.
- 1.5.4. Field Inventory: A detailed field review will be performed to document existing intersection geometry at each identified key intersection.
- 1.6. Traffic Forecasts
 - 1.6.1. Perform traffic forecasts for the proposed Seward Junction Loop for the future year of 2035 for a No-Build and Proposed Build scenario (assuming Loop is in place). Traffic forecasts will be based on historic and existing traffic count information and the 2035 CAMPO Model traffic forecasts. Traffic forecasts will include 2035 ADT for the Loop roadway and 2035 AM and PM peak hour traffic forecasts for the key study area intersections.
 - 1.6.2. Traffic forecasts will be summarized in a technical memorandum and submitted to the County for review and comment .
 - 1.6.3. Finalize 2035 No-Build and Build traffic forecasts based on comments received from County staff.
 - 1.6.4. Perform AM and PM peak hour capacity analyses using Synchro for the key study area intersections for the 2035 No-Build and Build condition.
 - 1.6.5. Provide recommendations on intersection layouts and traffic control to achieve an acceptable level of service under 2035 traffic conditions at each intersection.
- 1.7. Drainage
 - 1.7.1. Develop drainage basin maps for major crossing waterways.
 - 1.7.2. Utilize appropriate methodology based on basin size to estimate discharges crossing the ROW.

2. PRE-DESIGN PUBLIC OPEN HOUSE

- 2.1. The Engineer will develop exhibits showing the constraints and the study area in layman terms for use at a public open house. The Engineer will also prepare a project summary, a description of the purpose and need for the project, and a broad bulleted summary of the process and approximate project timeline.
- 2.2. Williamson County's public involvement consultant(s) will: 1) coordinate public notice of the open house; 2) arrange the venue; 3) setup / tear down any tables / chairs from the event; 4) provide a court reporter or transcribers to take verbal statements from the public (if desired); and 5) collect all verbal and written comments from the meeting, prepare a summary and forward it to the Engineer.
- 2.3. The Engineer will have relevant staff (at least three members of the engineering team and one member of the environmental team) attend the open house.
- 2.4. The Engineer will review all public comments forwarded by the County's public involvement team for consideration during preparation of the Route Study. Engineer will assist with preparation of comment responses.

3. ROUTE STUDY

- 3.1. Right of entry: No additional right-of-entry is anticipated with this phase of the project.
- 3.2. Survey: No additional survey services are anticipated with this phase of the project.
- 3.3. Environmental Support for Alternative Route Analysis: Provide environmental and cultural resource information in a format that facilitates the analysis of alternative project

alignments. Coordinate with and assist Engineer as needed to consider preliminary environmental and cultural resource constraints in the identification of a preferred alignment.

3.4. Drainage & Water Quality: To support developing key constraints, engineering feasibility, approximate ROW / easement needs for the initial alternative alignments:

3.4.1. Initial determination of drainage structures (bridge vs. culverts) and approximate size.

3.4.2. Develop preliminary TCEQ Edwards Aquifer Contributing Zone compliance strategy(ies) for alternative alignments and estimate type, locations / sizes and costs for BMP including approximate ROW / easement needs.

3.5. Route Design and Intersection Analysis

3.5.1. Preliminary Design Concept Conference: Analyze and determine the design criteria for the project prior to determining the final preferred alignment.

3.5.2. Alternative Corridors: Review the overall project limits for possible corridors and realigned intersection geometry. Once Williamson County and the Engineer have reviewed possible corridors; TxDOT and CTRMA will be consulted regarding intersections of the project with US 183 and SH 29 existing roadways, and future mainlanes, ramps, and frontage roads. Up to three (3) alternatives (including variations of intersection geometry at key nodes) will be selected for further detailed analysis.

3.5.3. Preliminary Typical Sections: Create typical sections for each quadrant of the roadway depicting current, interim and final roadway widths and ROW.

3.5.4. For each alternate alignment intersections at SH 29 and/or US 183, prepare sketches showing anticipated revisions to the existing schematics. If ramp configurations change significantly, the Engineer will prepare a supplemental agreement for traffic studies as directed by the County.

3.5.5. Alternative Alignment and Intersection Analysis: Prepare base maps for alternatives analysis. Develop alternative alignments to provide for mobility around the loop and enhance economic development potential in the area and of adjoining tracts.

3.5.6. Finalize Preferred Alignment: Make recommendations to Williamson County after the alignment analysis. The final preferred alignment would be based on a matrix of relevant measures of effectiveness, and quantifiable environmental and engineering criteria.

3.6. Prepare a preliminary Construction Cost Estimate for the preferred alignment.

3.7. Meetings with review /approval agencies and land owners.

4. SECOND PUBLIC OPEN HOUSE

4.1. The Engineer will develop exhibits showing the preferred alignment and typical sections in layman terms for use at a public open house. The Engineer will also prepare a project summary / justification and broad bulleted summary of the process and approximate project timeline.

4.2. Williamson County's public involvement consultant(s) will: 1) coordinate public notice of the open house; 2) arrange the venue; 3) setup / tear down any tables / chairs from the event; 4) provide a court reporter or transcribers to take verbal statements from the public (if desired); and 5) collect all verbal and written comments from the meeting, prepare a summary and forward it to the Engineer.

4.3. The Engineer will have relevant staff (at least three members of the engineering team and one member of the environmental team) attend the open house.

- 4.4. The Engineer will review all public comments forwarded by the County's public involvement team and consult with Williamson County prior to proceeding to development of the design schematic. Engineer will assist with preparation of comment responses.

5. SCHEMATIC DESIGN PHASE

Engineer will prepare design schematic to include all items shown on the Williamson County Schematic Review Checklist (dated May 2007).. In the initial stages, during the route study, a line diagram of the project will be the initial submittal. Once an alignment has been determined, the full schematic will be developed. Additional ROW will be required for this project. Upon request by the Engineer, the County will assist with obtaining right-of-entry to tracts.

- 5.1. Right of Entry: Right of entry for surveying and environmental tasks below will be obtained. The Engineer will prepare letters to property owners of record. Reasonable efforts will be made to obtain right of entry, to make special accommodations at property owners requests, and work around uncooperative or unreachable owners.

- 5.2. Drainage: As part of developing the schematic of the final selected alignment:

- 5.2.1. Finalize drainage basin maps for crossing waterways and delineate basins for smaller watersheds and roadside drainage.
- 5.2.2. Calculate discharges using appropriate methodology based on basin size.
- 5.2.3. Determine size / type for major waterway crossing conveyance structures and provide cross-sectional or preliminary bridge details as required to support development of the schematic and final ROW determinations.
- 5.2.4. Size all crossing and parallel culverts and identify drainage easements if required.
- 5.2.5. Develop HEC-HMS and HEC-RAS Models for two (2) drainage basins exceeding 150-acres
- 5.2.6. Refine TCEQ Edwards Aquifer Contributing Zone permitting and BMP strategy and update ROW / easement needs and construction cost.
- 5.2.7. Prepare a Drainage and Water Quality Report describing the assumptions and methodology for hydrologic and hydraulic calculations and summarizing findings.
- 5.2.8. It is assumed that drainage analysis for SH 29 and US 183 have been completed previously and that no changes or additional study will be required for these roadways.

- 5.3. Survey

- 5.3.1. Property boundary / ROW: *This task will be added in a supplemental work authorization when the number of affected parcels can be reasonably estimated (at the completion of the route study).*
- 5.3.2. Supplemental design & topographic survey: *Additional survey will likely be required along the selected route to locate physical improvements and obtain more detailed topographic information in certain areas (i.e. drainage ways, abrupt grade breaks, etc). This task will be added in a supplemental work authorization at the completion of the route study.*

- 5.4. Detailed Environmental and Cultural Constraints Mapping for Preferred Alignment. Environmental analysis will be in accordance with Williamson County Environmental Review and Compliance Protocol, Jan 2009. Conduct a more detailed analysis of the potential constraints associated with the preferred alignment, including additional field investigations. The area to be evaluated will generally include approximately 300 feet along each side of the preferred route; however, some cultural resource surveys may need to include the full extent of all legal tracts associated with this 300-foot buffer. The scope described for this subtask assumes that ultimate construction of the Preferred Alternative

will require coordination related to waters of the U.S., endangered species, and cultural resources. The actual tasks needed to complete this subtask will depend on the specific circumstances of the preferred alternative, and may include additional investigations not addressed in this scope.

- 5.4.1. Waters of the U.S.: Document the location, extent, and condition of potentially jurisdictional waters of the U.S. to support possible permitting actions under Section 404 of the Clean Water Act. Prepare summary maps, tables, figures, photographs, and text descriptions of likely jurisdictional waters as necessary to document findings. Coordinate with Engineer to provide constraints information in a format(s) that supports design of the Final Right-of-Way. Preparation of forms or other documentation suitable for submittal to the U.S. Army Corps of Engineers is not included in this subtask. Coordination with the U.S. Army Corps of Engineers is not included in this subtask.
 - 5.4.2. Endangered Species Habitat: Document the location, extent, and condition of potential habitat for endangered species to support possible permitting actions under the Endangered Species Act. With respect to karst invertebrate habitat, this scope includes a casual visual inspection of the evaluation area for the presence of karst features. With respect to habitat for Eurycea salamanders, this scope includes inspecting for the presence of springs or spring runs within the evaluation area. Prepare summary maps, tables, figures, photographs, and text descriptions of potential endangered species habitat to document findings. Coordinate with Engineer to provide constraints information in a format(s) that supports design of the Final Right-of-Way. This scope does not include a detailed geologic assessment, presence/absence surveys for endangered species, or the submittal of permit applications or other documentation to the Williamson County Conservation Foundation or the U.S. Fish and Wildlife Service. Coordination with the Williamson County Conservation Foundation or the U.S. Fish and Wildlife Service is not included in this subtask.
 - 5.4.3. Cultural Resources: Document the location and condition of potential archeological sites and historic structures to support future coordination with the Texas Historical Commission and Texas Department of Transportation (as applicable) regarding potential impacts to cultural resources. Coordinate with the Texas Historical Commission and Texas Department of Transportation, as applicable, on appropriate survey design and obtain permits to conduct cultural resource surveys. Conduct detailed archeological field investigations in accordance with the approved survey design, which may include pedestrian surveys of surface features and shovel tests or backhoe trenches of the subsurface. This scope includes surveying up to 60 acres. Conduct detailed investigations of potentially historic properties to gather additional architectural information and determine the potential for listing in the National Register of Historic Places. Prepare a report documenting the findings and a preliminary assessment on archeological or historical site significance. Coordinate with Engineer to provide constraints information in a format(s) that supports design of the Final Right-of-Way. This scope does not include agency coordination regarding potential impacts to cultural resources or permitting actions.
- 5.5. Roadway Schematic
- 5.5.1. Geometric Layout, Plan & Profile Schematic: Detail horizontal and vertical alignment after final alignment has been approved.
 - 5.5.2. Revise SH29 and US 183 schematics as required by changes in the intersecting roadways.

- 5.5.3. In coordination with TxDOT and CTRMA, develop a phasing plan that considers the impacts of interim and ultimate improvements as intersections with US 183 and SH 29.
- 5.5.4. Agency Approval: Once a horizontal alignment has been determined in consultation with Williamson County, the Engineer will meet with various government and local agencies, including TxDOT and CTRMA for final review and approvals before full schematic development.
- 5.5.5. Design Cross-Sections: Create preliminary cross sections at 100-foot spacing for the proposed loop (SH 29 & US 183 not included).
- 5.5.6. Right Of Way Determination: Determine ROW needs based on roadway grading / drainage needs and TCEQ Contributing Zone requirements for interim and ultimate cross sectional needs.
- 5.5.7. Preliminary driveway and side road locations.
- 5.5.8. Prepare Design Summary Form
- 5.5.9. Engineer will provide an electronic file of the final schematic containing project base files with level symbology appropriate for use in creating a GIS map of the project.
- 5.5.10. Prepare an Engineer's Opinion of Probable Cost for the construction of the complete project (in current dollars)
- 5.5.11. Prepare construction time determination estimate.
- 5.6. Updates / modifications to State Highway System Schematics: *Extent, if any, of changes to the existing or proposed state highway system will be known at the conclusion of the route study. This task will be added in a supplemental work authorization at the completion of the route study.*

6. PROJECT MANAGEMENT

- 6.1. Attend Project Coordination Meetings – Engineer will have relevant staff attend six meetings to coordinate the project with County staff / representatives and to obtain concurrence with project status.
- 6.2. County Commissioner Meetings - Attend up to four County Commissioners Court Meetings. After discussion of project-related agenda items, the Engineer will not be required to be present during the remainder of the Court session. Minimal exhibits and handouts will be required.
- 6.3. Project Administration and Coordination - Provide up to twelve (12) monthly project team meetings to discuss the status of the project with TCEQ, Williamson County representatives, TxDOT, CTRMA, and other relevant staff.
- 6.4. Coordination with Agencies – Coordinate with TxDOT, CTRMA, City of Liberty Hill and Williamson County on proposed improvements.
- 6.5. Progress Reports - Prepare progress reports and submit them along with monthly invoices. Invoices will be submitted by the twelfth (12th) day of each month.

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT