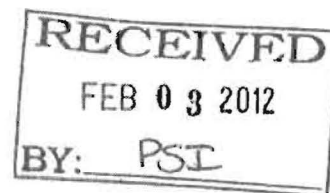


Contract No. CR110/Arterial A  
Kennedy Consulting Checklist



### Prior to Initiation of Work

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

### Course of Work

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

**Contract No.** \_\_\_\_\_

**Notices (as applicable)**

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

**Documentation for Payment**

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

Contract No. \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**

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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, among others, shall be used in the development of the **Project** as appropriate:
    - a. TxDOT 2011 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. International Building Code, current edition as updated;
    - i. National Electrical Code, latest edition
    - j. Williamson County Design Criteria & Project Development Manual, latest edition
    - k. TxDOT Bridge Division Foundation Manual, latest edition
  3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
  4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
  5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

**Section III**  
**Fee schedule**

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

**Section IV**  
**Period of Service**

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 365 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services and/or as set out in a Work Authorization issued by *County*.
- 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.

October 2009



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

#### **Section VI** **Review of Work Product**

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

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

#### Section VII Revision to Work Product

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

#### Section VIII Engineer's Responsibility and Liability

- A. **Engineer** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Engineer** shall inform **County** of such event within five working days.
- B. **Engineer** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County Judge** regarding county permitting or similar requirements properly waivable by the **County Judge**.
- C. Acceptance and approval of the final plans by **County** shall not release **Engineer** of any

responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.

- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.

- K. **Engineer** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of **Engineer** shall be classified as an employee of **County**.

#### **Section IX Ownership of Documents**

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

#### **Section X Maintenance of and Right of Access to Records**

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



after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.

- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

### Section XI Miscellaneous

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

consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: J. Kevin Kennedy, P.E.  
Kennedy Consulting, Ltd.  
205 E. University Avenue, Suite 450  
Georgetown, Texas 78626

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

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

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.

- F. **Insurance Requirements.** **Engineer** agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in

Exhibit VII, which is attached hereto and made a part hereof.

- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent **County** becomes aware that **Engineer** is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, **Engineer** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, **County** shall not have an affirmative duty to determine if **Engineer** is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of **County** and **Engineer** and their respective successors, executors, administrators, and assigns. Neither **County** nor **Engineer** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** **Engineer** shall provide to **County Judge** upon submittal of **Engineer's** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** **Engineer** shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the **Engineer** shall furnish the **County** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after **Engineer** becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the **Engineer**), whether or not it results from or involves any action or failure to act by the **Engineer** or any employee or agent of the **Engineer** and which arises in any manner from the performance of this Agreement, the **Engineer** shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The **Engineer** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the **Engineer**, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the **Engineer's** performance of work under this Agreement.
- M. **Definition of Engineer.** The term "**Engineer**" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this

Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

- N. ***Gender, Number and Headings.*** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a Limited Partnership, duly authorized to transact and do business in the State of Texas.
- Q. ***Construction.*** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. ***Independent Contractor Relationship.*** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. ***No Waiver of Immunities.*** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to ***County***, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. ***County*** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. ***Interest and Late Payments.*** ***County's*** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by ***County*** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by ***County*** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of ***County's*** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount



claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) 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 \_\_\_\_\_, 2012.

THE ENGINEER:

Kennedy Consulting, Ltd.,  
acting by and through its  
General Partner

Williamson County:

Name of General Partner:

O'Mally-Chick, LLC

BY:

J. Kevin Kennedy

Printed Name: J. Kevin Kennedy

Title: President of the G.P.

BY:

Honorable Dan A. Gattis  
Williamson County Judge

OK



## 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 \$500,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *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

October 2009



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 \$1,000,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

#### **SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION**

- 5.1 Upon submittal of the initial invoice for service, **Engineer** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Engineer**.
- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2011-2012 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at [www.wilco.org](http://www.wilco.org).



ATTACHMENT A

WORK AUTHORIZATION NO. 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 \_\_\_\_\_ (*the "Engineer"*).

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

**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:  
Kennedy Consulting, Ltd.,  
acting by and through its  
General Partner

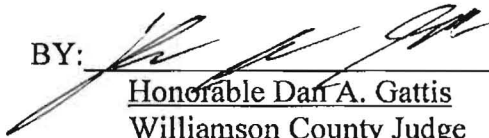
WILLIAMSON COUNTY:

Name of General Partner:

\_\_\_\_\_

BY: \_\_\_\_\_

BY:

  
\_\_\_\_\_  
Honorable Dan A. Gattis  
Williamson County Judge

Printed Name: J. Kevin Kennedy

Title: President of the G.P.

#### 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**

FIRM NAME:		Kennedy Consulting, Ltd.
Labor/Staff Classification	FY 2012 Fully-Burdened Labor Rates	
	Per Hour	
Project Manager	\$	195.00
Senior Professional 2	\$	180.00
Senior Professional 1	\$	155.00
Professional 2	\$	130.00
Professional 1	\$	100.00
Admin/Clerical	\$	65.00

OK  
M 2/3/2012

**EXHIBIT II****HOURLY RATES**

FIRM NAME:		Kennedy Consulting, Ltd.
<b>DIRECT EXPENSES</b>		
Type	Unit	Billing Amount
Mileage	mile	IRS Approved Rate
Overnight Mail - letter size	each	\$15.00*
Overnight Mail - oversized box	each	\$25.00*
Courier Services	each	\$25.00*
Outside Printing - Reports/Exhibits	each	\$250.00*
Large Format Plotting	sf	\$2.50
Mounting of Large Exhibits	sf	\$10.00*

Note: \* Billed amount will be based on actual cost; rate shown is for estimation purposes only.  
Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.

**EXHIBIT III**

**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

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

**EXHIBIT IV**

**PRODUCTION SCHEDULE**

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the Production Schedule set out in Appendix A and/or as set out in a Work Schedule provided in a particular Work Authorization for Fee Services or Work-Ordered Based 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 \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$3,000,000.00.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

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

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

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

**APPENDIX A**

**SCOPE OF SERVICES**

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

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

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

**APPENDIX A**

**SCOPE OF SERVICES**

The following comprehensive scope of services to be provided by Kennedy Consulting, Ltd. (the Engineer) is to be detailed more specifically as the work is carried out through subsequent individual work authorizations. The project consists of planning and preliminary design efforts for County Road (CR) 110 and future Arterial "A" through the city limits and extra-territorial jurisdictions (ETJ) of the City of Georgetown and the City of Round Rock. The project is being sponsored by Williamson County in a collaborative effort with the City of Georgetown and the City of Round Rock. The general work effort is described below. The work authorizations may separate or combine these items to achieve desired results as the County deems appropriate.

**City Coordination**

The project will establish the overall study area for future work authorizations, establish a range of reasonable design alternatives, and result in agreement between the County and the cities of Georgetown and Round Rock. The scope involves project management, preliminary data collection, preliminary constraints mapping, and major stakeholder coordination.

**Route Studies**

The project will establish preliminary route alternatives and, through their evaluation and analysis, develop a recommended alignment for the subject roadways. The scope involves project management, data collection, preliminary sub-surface utility engineering (SUE), preliminary environmental work, route location studies, field surveys, and right-of-way (ROW) surveys.

**Schematic Design**

The project will develop the recommended alignment into a complete design schematic and preliminary engineering report. The scope involves project management, geotechnical engineering, additional SUE services (as appropriate), schematic design, stakeholder coordination, and public meetings.

**ROW Surveys / Documents**

The project will develop proposed ROW strip maps, set ROW monuments in the field and develop ROW acquisition documents, as appropriate. The scope involves project management, ROW surveying / mapping services, ROW monumentation, and ROW acquisition document preparation (as appropriate).

**ANTICIPATED PRODUCTION SCHEDULE**

City Coordination .....	2 months
Route Studies .....	3.5 months
Schematic Design .....	4 months
ROW Surveys/Documents .....	6.5 months

**APPENDIX B**

**ENGINEER'S QUALIFICATIONS STATEMENT**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
McLaughlin Brunson Insurance Agency, LLP  
6600 LBJ Freeway, Suite 220  
Dallas TX 75240

CONTACT  
NAME: Patrick P McLaughlin  
PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-885  
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC
INSURER A: Travelers Indemnity Company	25658
INSURER B: Sentinel Insurance Co. Ltd	11000
INSURER C: Catlin Insurance Company, Inc.	19518
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
Kennedy Consulting, Ltd.  
Kennedy Consulting, Inc.  
205 E. University Ave.  
Suite 450  
Georgetown TX 78626

## COVERAGES

CERTIFICATE NUMBER: Cert ID 13869

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	46SBAIP5137	2/11/2011	2/11/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MEO EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> No Owned <input checked="" type="checkbox"/> Autos.	Y	Y	46SBAIP5137	2/11/2011	2/11/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	46SBAIP5137	2/11/2011	2/11/2012	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB5536Y649	2/11/2011	2/11/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liab.	N	Y	AED-99195-0212	2/11/2011	2/11/2012	Per Claim/Annual Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

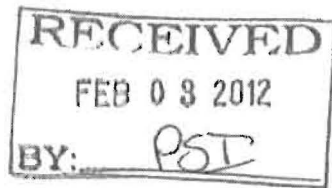
## CERTIFICATE HOLDER

Williamson County  
c/o Prime Strategies, Inc.  
Attn: Marie Walters  
1508 S. Lamar Blvd.  
Austin TX 78704

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Project Name: \_\_\_\_\_

## ATTACHMENT A

### WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Kennedy Consulting, Ltd. (*the "Engineer"*).

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

Preliminary data collection, constraints mapping, and major stakeholder coordination associated with the planning and preliminary design efforts for County Road 110 and future Arterial "A" through the city limits and extra-territorial jurisdiction (ETJ) of the City of Georgetown and the City of Round Rock.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$98,853.92.

**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 April 30, 2012, unless extended by a Supplemental Work Authorization.

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



Project Name: \_\_\_\_\_

**ATTACHMENT A (con't.)**

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

ENGINEER:  
*Kennedy Consulting, Ltd.*

By:

J. Ken Tenny  
Signature

Signature

J. Kevin Kennedy  
Printed Name

President of the G.P.  
Title

Date \_\_\_\_\_

COUNTY:  
Williamson County, Texas

By:

By: \_\_\_\_\_  
Signature

Signature

Dan A. Gattis  
Printed Name

County Judge  
Title

Date \_\_\_\_\_

02-18-2012

## LIST OF EXHIBITS

## Exhibit A1 - Services to be Provided by County

## Exhibit B1 - Services to be Provided by Engineer

Exhibit C1 - Work Schedule

Exhibit D1 - Fee Schedule (based on approved rates in PSA Exhibit II executed by Commissioners Court action)

Exhibit II - Blanton &amp; Associates, Inc. Rate Schedule

OK

**CR 110 Planning and Preliminary Design, Work Authorization #1  
Williamson County, Texas**

**Exhibit A1 – Services to be provided by County**

The project scope involves preliminary data collection, constraints mapping, and major stakeholder coordination and public involvement associated with the planning and preliminary design efforts for County Road (CR) 110 and future Arterial "A" through the city limits and extra-territorial jurisdictions (ETJ) of the City of Georgetown and the City of Round Rock. All scope items listed below apply to both subject roadways, unless noted otherwise.

The project will establish the overall study area for potential future work authorizations, establish a range of reasonable design alternatives, and result in executed interlocal agreements between the County and the cities of Georgetown and Round Rock. CR 110 will extend from US 79 to Georgetown Inner Loop. Arterial "A" will extend between similar north/south project limits aligned generally parallel to and west of CR 110. The project is being sponsored by Williamson County in a collaborative effort with the City of Georgetown and the City of Round Rock.

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

**Informational Services by County**

- Assist the Engineer in obtaining information from various County resources and/or departments.
- Provide available copies of associated studies and coordination with ongoing related County projects.

**Coordination Services by County**

- Post and Maintain project information on the County website.
- Review Engineer work progress, schedules, reports, planning and preliminary design information, environmental constraints, and cost estimates.
- Support project development efforts with stakeholders such as agencies and the private sector, if needed.
- Provide one public meeting to discuss environmental constraints, alignment alternatives, and determine public support / opposition for alignments / corridors.

**CR 110 Planning and Preliminary Design, Work Authorization #1  
Williamson County, Texas**

**Exhibit B1 – Services to be provided by Engineer**

The project scope involves preliminary data collection, constraints mapping, and major stakeholder coordination associated with the planning and preliminary design efforts for County Road (CR) 110 and future Arterial "A" through the city limits and extra-territorial jurisdictions (ETJ) of the City of Georgetown and the City of Round Rock. All scope items listed below apply to both subject roadways, unless noted otherwise.

The project will establish the overall study area for future work authorizations, establish a range of reasonable design alternatives, and result in executed interlocal agreements between the County and the cities of Georgetown and Round Rock. CR 110 will extend from US 79 to Georgetown Inner Loop. Arterial "A" will extend between similar north/south project limits aligned generally parallel to and west of CR 110. The project is being sponsored by Williamson County in a collaborative effort with the City of Georgetown and the City of Round Rock.

The scope of services to be provided by Kennedy Consulting, Ltd. (the Engineer) includes the following tasks:

**TASK 1 – PROJECT MANAGEMENT**

**1.1 – General Project Management**

The Engineer will be responsible for directing and coordinating all activities identified in this scope of work.

**1.2 – Coordination Meetings**

The Engineer will conduct a Project Kick-off Meeting with the County after receiving a notice to proceed to review key project issues and to establish the project approach. The Engineer will conduct additional coordination meetings (assume three meetings) with the County to provide progress updates, review preliminary findings, and obtain concurrence with input provided by stakeholders.

**Deliverables**

- Internal Kick-off Meeting Minutes (PDF via email and upload to Projectwise)
- Internal Coordination Meeting Minutes (PDF via email and upload to Projectwise)

**1.3 – Progress Reports, Invoices, and Billings**

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

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

**Deliverables**

- Monthly progress report (1 copy and PDF via email to GEC)
- Monthly invoice and billings (1 copy)

**1.4 – Project Documentation**

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

**Deliverable**

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

**1.5 – Subconsultant Management**

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

**1.6 – Quality Assurance/Quality Control**

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

**TASK 2 – DATA COLLECTION****2.1 – Data Collection**

The Engineer shall identify data needs and data collection methods/sources. This scope assumes it will not be necessary to convert any hard-copy data collected to digital format. Once data needs and sources are identified, the Engineer will contact the appropriate agencies and organizations to obtain the data. Data collection may also be supplemented by limited site visits from public rights-of-way locations, including project photos, videos, etc. Data collection under this work authorization will focus on existing publically available data primarily for issues that could substantially influence project alternatives, including potential fatal flaws. Based on availability, data to be collected will include, but is not limited to:

- CAPCOG, County, and/or City aerial photography and topographic contours.
- Jurisdictional boundaries and ETJ boundaries of Cities.
- Available data from previous relevant engineering studies and/or current County and City planning documents (comprehensive plans, master plans, capital improvement plans, etc.) including planned or future roadways, public facilities, regional facilities, tourism facilities, emergency facilities, locations of large employment and retail centers and other major developments.
- Other planned infrastructure such as transmission lines/corridors, major utilities (water, sewer and power), etc.
- Available Economic Development Plans from economic development corporations, chambers of commerce, etc.
- Record drawings for recently constructed major facilities adjacent to or crossing the project area.
- Currently available information on existing and planned land use, including platted and preliminary platted subdivisions, existing and proposed Municipal Utility Districts (MUDs) and any other special service districts in unincorporated areas, and business centers.
- Zoning and future land use maps.
- Federal Emergency Management Agency (FEMA) 100-year floodplain data.

### **TASK 3 – PRELIMINARY CONSTRAINT MAPPING**

#### **3.1 – Environmental Constraints**

Broad environmental constraints will be mapped for use in screening processes. Environmental constraints will include developed areas, future planned development, public resources such as parks/recreational areas, and natural constraints such as topography, water bodies, stream crossings, and other sensitive features. Data will be obtained from publically available sources and will be analyzed using only "desktop" procedures. Very limited site visits from public rights-of-way locations may be used, if necessary.

- Land Use: Locations of existing public buildings, airports, fire/EMS stations, hospitals, schools, churches, landfills, parks, and cemeteries from site visits and USGS topographic maps.
- Locations of Section 4(f) and 6(f) properties in the project area.
- Available data regarding economic, social and environmental justice impacts.
- Known locations of historic and archeological sites from THC and TARC databases.
- Potential historic structures and/or districts from preliminary site visits.
- U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) maps.
- Photo-Interpreted potential wetlands with field checking as possible.
- State and Federal threatened and endangered species information including known locations from TPWD Natural Diversity Database (NDD), Williamson County Regional HCP, and USFWS.
- Potential habitat areas for threatened and endangered species (based on existing data and aerial interpretation).
- Natural Resource Conservation Service (NRCS) County Soil Survey maps.
- Karst zones and known cave features/locations.
- Prime / Unique Farmland Soils.
- Potential hazardous materials sites, pipelines, and oil wells from Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) hazardous materials databases.

The Engineer will utilize the data collected to create a preliminary constraints map using GIS. Available GIS coverage for the project area will be acquired from various public data sources and used to prepare the constraints map. Any GIS data used will be combined with desktop interpretations and coordination with design engineers to provide the available and necessary information for the planning phases of this project. This data will be prepared in exhibit format to facilitate completion of this work authorization and to be a resource during subsequent work authorizations.

#### **Deliverable**

- Preliminary environmental constraints map (hard copy, CD, and upload to Projectwise)

### **TASK 4 – MAJOR STAKEHOLDER COORDINATION**

#### **4.1 – Stakeholder Coordination Meetings**

The Engineer will organize and conduct coordination meetings (assume three meetings each) with the City of Georgetown and the City of Round Rock. The meetings would provide opportunity for:

- External Kick-off Meeting, preliminary discussions, City input, and initiate staff-level interlocal agreement discussions
- External Coordination Meeting, City review and comments on items developed based on input from first meeting
- External Coordination Meeting, confirm study area and alternatives meet Cities' expectations and finalize staff-level interlocal agreement discussions

Meeting attendees would likely include the Engineer's staff, City staff, and County staff, with elected officials as appropriate. The project team will meet to discuss the establishment of project goals and objectives; the overall study area, a range of reasonable alternatives, and parameters for an Interlocal agreement with the County. Project goals and objectives discussion could include the following:

- Project development timeline
- Routes, typical section, and minimum ROW
- Overall Study Area Limits
- Range of Reasonable Alternatives
- Preservation / acquisition of ROW
- Determination of potential funding sources
- Development of PS&E
- Construction funding sources
- Transfer of roadways to City jurisdiction

#### Deliverables

- Coordination Meeting Minutes (PDF via email and upload to Projectwise)

#### **4.2 – Establish Overall Study Area**

The Engineer in coordination with the County and Cities will utilize previously collected data to establish the limits of the overall study area. An overall study area base map using current CAPCOG aerial photography will be developed. The study area base map will be prepared at 1"=500' scale.

#### Deliverable

- Overall study area base map (hard copy, CD, and upload to Projectwise)

#### **4.3 – Establish Range of Reasonable Alternatives**

The Engineer, with input from the project team, will establish the key issues and evaluation criteria to assist in evaluating corridor alternatives. The evaluation will consist of an initial level of screening to establish the viable corridors for alternative alignments. Additional levels of evaluation in future work authorizations would include comparison and refinement to identify the reasonable alternatives, and a more detailed investigation and evaluation to determine the recommended alternative.

#### **4.4 – Public Meeting and Exhibits**

The Engineer will attend one public meeting conducted by the County. Public Meeting exhibits provided by the Engineer could include the constraints map developed under Task 3.1, preliminary typical sections based on coordination with stakeholders described in Task 4.1, and the Study Area Exhibit developed under Task 4.2.

#### Deliverable

- Public Meeting exhibits (hard copy and upload to Projectwise)

#### **4.5 – Coordinate / Execute Interlocal Agreement**

The Engineer will coordinate with the County and the cities of Georgetown and Round Rock to facilitate negotiation and execution of Interlocal agreements between the County and each stakeholder.

**CR 110 Planning and Preliminary Design, Work Authorization #1  
Williamson County, Texas**

**Exhibit C1 - Work Schedule (Kennedy Consulting, Ltd.)**

	February 2012			March 2012				Apr 2012	
	13	20	27	5	12	19	26	2	9
<b>PROJECT MANAGEMENT</b>									
1.1 General Project Management									
1.2 Coordination Meetings	■			■			■		■
1.3 Progress Reports, Invoices, and Billings					■				■
1.4 Project Documentation									
1.5 Subconsultant Management									
1.6 Quality Assurance/Quality Control									
<b>DATA COLLECTION</b>									
2.1 Data Collection									
<b>PRELIMINARY CONSTRAINT MAPPING</b>									
3.1 Environmental Constraints									
<b>MAJOR STAKEHOLDER COORDINATION</b>									
4.1 Stakeholder Coordination Meetings		■			■			■	
4.2 Establish Overall Study Area									
4.3 Establish Range of Reasonable Alternatives									
4.4 Public Meeting and Exhibits							■		
4.5 Coordinate / Execute Interlocal Agreement									

**EXHIBIT D1  
FEE SCHEDULE**

**FOR  
KENNEDY CONSULTING, LTD.**

**CR 110 PLANNING AND PRELIMINARY DESIGN, WORK AUTHORIZATION #1**

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

**MAXIMUM AMOUNT PAYABLE**

**\$98,853.92**



## EXHIBIT D1 - FEE SCHEDULE

### Fee Schedule Summary

Kennedy Consulting, Ltd.

CR 110 Planning and Preliminary Design, Work Authorization #1

Description of Work or Task		KCI (74.6%)	BLN (25.4%)	Cost / Task Totals
Task 1	Project Management	\$18,410.00	\$0.00	\$18,410.00
Task 2	Data Collection	\$6,950.00	\$0.00	\$6,950.00
Task 3	Preliminary Constraint Mapping	\$5,510.00	\$25,103.92	\$30,613.92
Task 4	Major Stakeholder Coordination	\$42,880.00	\$0.00	\$42,880.00
FEE SCHEDULE SUMMARY		\$73,750.00	\$25,103.92	\$98,853.92
KCI - Kennedy Consulting, Ltd.				\$73,750.00
BLN - Blanton & Associates, Inc.				\$25,103.92
				\$98,853.92

**Summary of Manhours by Classification**  
**Kennedy Consulting, Ltd.**  
**CR 110 Planning and Preliminary Design, Work Authorization #1**

Description of Work or Task	Project Manager \$195.00/Hr	Senior Prof. 2 \$180.00/Hr	Senior Prof. 1 \$155.00/Hr	Prof. 2 \$130.00/Hr	Prof. 1 \$100.00/Hr	Admin / Clerical \$65.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 1 Project Management</b>								
1.1 General Project Management	8		16			8	32	\$4,560.00
1.2 Coordination Meetings	8		16			8	32	\$4,560.00
1.3 Progress Reports, Invoices, and Billings	2		2			2	6	\$830.00
1.4 Project Documentation	4		8			8	20	\$2,540.00
1.5 Subconsultant Management	4		8			8	20	\$2,540.00
1.6 Quality Assurance / Quality Control	4		8				12	\$2,020.00
Direct Expenses								\$1,360.00
<b>Project Management Subtotal:</b>	<b>30</b>	<b>0</b>	<b>58</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>122</b>	<b>\$18,410.00</b>
<b>Task 2 Data Collection</b>								
2.1 Data Collection	2	4	8	20	20		54	\$6,950.00
<b>Data Collection Subtotal:</b>	<b>2</b>	<b>4</b>	<b>8</b>	<b>20</b>	<b>20</b>	<b>0</b>	<b>54</b>	<b>\$6,950.00</b>
<b>Task 3 Preliminary Constraint Mapping</b>								
3.1 Environmental Constraints	2	4	8	12	16		42	\$5,510.00
<b>Preliminary Constraint Mapping Subtotal:</b>	<b>2</b>	<b>4</b>	<b>8</b>	<b>12</b>	<b>16</b>	<b>0</b>	<b>42</b>	<b>\$5,510.00</b>
<b>Task 4 Major Stakeholder Coordination</b>								
4.1 Stakeholder Coordination Meetings	24		24	24			72	\$11,520.00
4.2 Establish Overall Study Area	4	12	16	24	24		80	\$10,940.00
4.3 Establish Range of Reasonable Alternatives	4	12	16	24	24		80	\$10,940.00
4.4 Public Meeting and Exhibits	2	4	6	8	8		28	\$3,880.00
4.5 Coordinate / Execute Interlocal Agreement	16		16				32	\$5,600.00
<b>Major Stakeholder Coordination Subtotal:</b>	<b>50</b>	<b>28</b>	<b>78</b>	<b>80</b>	<b>56</b>	<b>0</b>	<b>292</b>	<b>\$42,880.00</b>
<b>KCI SUMMARY</b>	<b>84</b>	<b>36</b>	<b>152</b>	<b>112</b>	<b>92</b>	<b>34</b>	<b>510</b>	<b>\$73,750.00</b>

Summary of Direct Expenses  
Kennedy Consulting, Ltd.  
CR 110 Planning and Preliminary Design, Work Authorization #1

Item Description	Unit	Quantity	Unit Cost	Total Cost
<b>Direct Expenses</b>				
I. Mileage	mile	0	\$0.555	\$0.00
II. Overnight Mail - letter size	each	4	\$15.00	\$60.00
III. Overnight Mail - oversized box	each	0	\$25.00	\$0.00
IV. Courier Services	each	2	\$25.00	\$50.00
V. Outside Printing - Reports / Exhibits	each	0	\$250.00	\$0.00
VI. Large Format Plotting	sf	500	\$2.50	\$1,250.00
VII. Mounting of Large Exhibits	sf	0	\$10.00	\$0.00
<b>Total Direct Expenses</b>				<b>\$1,360.00</b>

Summary of Manhours by Classification  
Blanton & Associates, Inc.  
CR 110 Planning and Preliminary Design, Work Authorization #1

Description of Work or Task	ENV Manager \$145.79/Hr	Senior Planner \$134.99/Hr	Senior ENV Specialist \$107.99/Hr	ENV Specialist \$89.08/Hr	Biologist \$89.08/Hr	GIS Tech \$89.08/Hr	Archeologist \$67.50/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 3 Preliminary Constraint Mapping</b>									
3.1 Environmental Constraints									
a. Meetings with the County	8							8	\$1,166.32
b. Land Use			16	16		20		52	\$4,934.72
c. EJ, LEP, Socioeconomics				4		8		12	\$1,068.96
d. Water Resources					8	8		16	\$1,425.28
e. Air Quality including identifying Sensitive Receivers				2		1		3	\$267.24
f. Noise Impacts including identifying Noise Recievers				8		4		12	\$1,068.96
g. Vegetation		16			16	8		40	\$4,297.76
h. Wildlife and T&E Species		4			8	8		20	\$1,965.24
i. Archeological TARL Search						8	4	12	\$982.64
j. Historic Structures Background Search				8		8		16	\$1,425.28
k. Hazardous Materials				4		4		8	\$712.64
l. Site Visit				4	4			8	\$712.64
m. Public Involvement and Meetings with Stakeholders	8			8		16		32	\$3,304.24
n. Direct Expenses									\$1,772.00
<b>Preliminary Constraint Mapping Subtotal:</b>	<b>16</b>	<b>20</b>	<b>16</b>	<b>54</b>	<b>36</b>	<b>93</b>	<b>4</b>	<b>239</b>	<b>\$25,103.92</b>
<b>BLN SUMMARY</b>	<b>16</b>	<b>20</b>	<b>16</b>	<b>54</b>	<b>36</b>	<b>93</b>	<b>4</b>	<b>239</b>	<b>\$25,103.92</b>

Summary of Direct Expenses  
 Blanton & Associates, Inc.  
 CR 110 Planning and Preliminary Design, Work Authorization #1

Item Description	Unit	Quantity	Unit Cost	Total Cost
<b>Direct Expenses</b>				
I. Mileage	mile	400	\$0.555	<b>\$222.00</b>
II. Overnight Mail - letter size	each	0	\$15.00	<b>\$0.00</b>
III. Overnight Mail - oversized box	each	0	\$25.00	<b>\$0.00</b>
IV. Courier Services	each	0	\$25.00	<b>\$0.00</b>
V. Outside Printing - Reports / Exhibits	each	1	\$250.00	<b>\$250.00</b>
VI. Large Format Plotting	sf	24	\$2.50	<b>\$60.00</b>
VII. Mounting of Large Exhibits	sf	24	\$10.00	<b>\$240.00</b>
VIII. Haz Mat Database Search	mile	4	\$250.00	<b>\$1,000.00</b>
<b>Total Direct Expenses</b>				<b>\$1,772.00</b>

**EXHIBIT II**  
**HOURLY RATES**

SUBPROVIDER NAME:		Blanton & Associates, Inc.
Labor/Staff Classification	FY 2012 Fully-Burdened Labor Rates	
	Per Hour	
Environmental Manager	\$	145.79
Senior Planner	\$	134.99
Senior Environmental Specialist	\$	107.99
Environmental Specialist	\$	89.08
Biologist	\$	89.08
GIS Tech	\$	89.08
Archeologist	\$	67.50
Technical Editor	\$	70.20
Admin/Clerical	\$	59.40

**EXHIBIT II**  
**HOURLY RATES**

SUBPROVIDER NAME:		Blanton & Associates, Inc.
<b>DIRECT EXPENSES</b>		
Type	Unit	Billing Amount
Mileage	mile	IRS Approved Rate
Overnight Mail - letter size	each	\$15.00*
Overnight Mail - oversized box	each	\$25.00*
Courier Services	each	\$25.00*
Outside Printing - Reports/Exhibits	each	\$250.00*
Large Format Plotting	sf	\$2.50
Mounting of Large Exhibits	sf	\$10.00*
Backhoe and Operator Rental	day	\$700.00*
Hazardous Materials Database Search	mile	\$250.00*

Note: \* Billed amount will be based on actual cost; rate shown is for estimation purposes only.  
Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.