



AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES

THIS AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County," Williamson County," or "Owner," and **RVE, Inc. D/B/A RVI**, a Texas corporation, hereinafter "Landscape Architect" or "LA."

RECITALS

The County intends to construct Phase V of the Brushy Creek Regional Trail, hereinafter called the "Project;" and

The County desires that the LA perform certain professional landscape architectural services in connection with the Project; and

The LA represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the LA, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

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ARTICLE 1 INITIAL PROJECT INFORMATION

§ 1.1 The Project may ultimately include the following components:

- Trail 10 feet wide concrete – approximately 2.75 miles (generally along Brushy Creek);
- Creek Bend Road, Hairy Man Road (or vicinity) connection to the Brushy Creek Regional Trail;
- Pedestrian Bridges / Crossings (two pre-engineered bridge crossings are anticipated at the approximate locations shown on the Project Limits Exhibits of the RFQ. These bridges will be located within the 100 year flood plain.);
- Exercise station (#TBD);
- Benches (#TBD);
- Water fountains (#TBD);
- Information Kiosks (#TBD);
- Wayside /Interpretive/ Educational signs / exhibits (#TBD); and
- Trail distance markers (placed every ¼ mile)

§ 1.2 County anticipates that it will need to acquire professional landscape architectural services necessary for the complete design of the Project and construction documentation for the Project. However, County desires to first obtain Feasibility and Trail Alignment, Public Input and Programming, which are collectively referred to herein as “Phase I Services”, prior to determining whether County wishes to proceed with obtaining, from LA, Schematic Design Services, Design Development Services, Construction Document Services, Bidding/Negotiation Services and Construction Services, Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services, which are collectively referred to herein as “Phase II Services”. In the event that County decides to proceed with obtaining Phase II Services from LA, County and LA shall negotiate the scope, compensation and production schedule of the Phase II Services and fully set forth their agreements in a Supplemental Agreement to this Agreement. LA acknowledges and agrees, however, that at the conclusion of the Phase I Services Phase, County reserves the right to terminate this Agreement in accordance with the terms of this Agreement and to authorize an additional Request for Qualifications process in order to contract with a different landscape architect or other professional provider for Phase II Services in relation to the Project.

§ 1.3 The County and LA may rely on the Initial Project Information. Both parties, however, recognize that such information may materially change and, in that event, the County and the LA shall appropriately adjust the schedule, the LA’s services and the LA’s compensation.

§ 1.4 The services covered by this Agreement are subject to an County-approved budget. In the absence of an express provision to the contrary in this Agreement, the LA shall perform the required services in a manner that will render a Cost of the Work (as defined herein) that does not exceed the most current County-approved budget.

§ 1.5 LA represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the Phase I Services and perform its obligation under this Agreement and under the Contract Documents. LA further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of

experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the above-described Project; (b) the County is relying on LA's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Phase I Services and its obligations under this Agreement; (c) the LA will assign to this Project qualified individual landscape architects or engineers, as required, and experienced personnel to manage those professionals, as needed, to ensure the quality of performance required herein; and (d) the Phase I Services Fee stated in this Agreement is adequate compensation for the timely completion of the Phase I Services.

§ 1.6 Limit of Appropriation. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. LA understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

ARTICLE 2 LA's RESPONSIBILITIES

§ 2.1 The LA will provide all professional services necessary to complete the Phase I Services for the Project. The LA agrees that the Phase I Services Fee, stated in Article 11, represents adequate and sufficient compensation for the timely provision of all professional Phase I Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil or other consulting professionals, if any), whether or not those services are individually listed or referred to in this Agreement, the only exceptions being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being the "County's responsibility" or "County-provided;" and (2) the cost of those engineering or consulting services that become necessary as a result of an County-directed change in Project scope affecting the LA (and that are subject of a written agreement for Additional Services).

§ 2.2 The LA shall perform its services consistent with the professional skill and care ordinarily provided by landscape architects practicing in the same or similar locality under the same or similar circumstances. The LA shall perform its services expeditiously in accordance with the schedule developed hereunder.

§ 2.2.1 The LA agrees that its services shall conform to all federal, state, and local statutes and regulations governing its services, the Project and the Work unless some of those statutes are in conflict with each other. The LA agrees that this duty is non-delegable—and the LA, by signing drawings or preparing Construction Documents to submit to governmental entities for purposes of obtaining building and other governmental permits or approvals, shall be deemed to represent that it has taken reasonable measures to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the LA's responsibility for compliance of its services provided with local, state, and federal statutes and regulations including but not limited to those that relate to the ADA or accessibility for the physically-challenged.

§ 2.3 The LA shall identify a representative authorized to act on behalf of the LA with respect to the Project. Once approved by County, the LA's designated representative shall not be changed without the County's written approval.

§ 2.4 Except with the County's knowledge and consent, the LA shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the LA's professional judgment with respect to this Project.

§ 2.5 **Insurance.** The LA shall maintain all forms of insurance required below, or by the laws in the State of Texas. In addition to professional liability insurance, the LA shall also maintain insurance coverage for comprehensive general liability, automobile liability, and workers' compensation by a carrier satisfactory to the County, which carrier shall be licensed to provide such coverage in the State of Texas, on forms and in amounts that are satisfactory to the County. The LA shall ensure that all of LA's subconsultants engaged or employed by the LA carry and maintain similar insurance covering their respective portions of the services. The LA and its subconsultants shall submit proof of such insurance to the County before the submittal of the first invoice to the County, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The County may require that the proof of coverage be in the form of a true and accurate copy of the policies of insurance, themselves. The maintenance of such coverage shall be a condition precedent to County's obligation to pay under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least 30 days prior to any cancellation, or non-renewal.

.1 General Liability

Each Occurrence	\$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Person & Advertising Injury Liability	\$1,000,000
Medical	\$1,000
• Williamson County shall be named as Additional Insured(s) • Waiver of Subrogation shall apply in favor of Williamson County • 30-day notice of cancellation	

.2 Automobile Liability

Any one accident or Loss	\$1,000,000
• Such coverage shall apply to Owned, Hired, and Non-Owned Automobiles • Williamson County shall be named as Additional Insured(s) • Waiver of Subrogation shall apply in favor of Williamson County • 30 days' notice of cancellation	

.3 Workers' Compensation

Workers' Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

- A Waiver of Subrogation shall apply in favor of Williamson County
- 30 Days' Notice of Cancellation

.4 Professional Liability

Each Claim \$2,000,000

General Aggregate \$2,000,000

- Any deductibles or self-insured retentions over \$75,000 must be declared and approved in writing by Williamson County in advance.

ARTICLE 3 LANDSCAPE ARCHITECT'S PHASE I SERVICES

§ 3.1 The LA shall provide those Phase I Services described in Article 3 and elsewhere in this Agreement, including the usual and customary structural, mechanical, and electrical engineering services, unless specifically provided elsewhere.

§ 3.1.1 The LA shall manage the LA's services, consult with the County, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the County. LA shall also participate in any public hearings requested by County and/or the Williamson County Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

§ 3.1.2 The LA shall coordinate its services with those services provided by the County and the County's consultants. The LA shall be entitled to rely on the accuracy and completeness of services and information furnished by the County and the County's consultants when that information is transmitted by the County to the LA and is designated by County to be reliable. The LA shall provide prompt written notice to the County if the LA becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the LA shall submit for the County's approval a schedule for the performance of the LA's services. The schedule initially shall include anticipated dates for the commencement and completion of the Phase I Services described in this Agreement. The schedule shall include allowances for periods of time required for the County's review, for the performance of the County's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the County, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the LA. With the County's approval, the LA shall adjust the schedule, if necessary as the Project proceeds.

§ 3.1.4 Not Used.

§ 3.1.5 Not Used.

§ 3.1.6 A description of the Scope of Phase I Services is set forth in Exhibit A, which is attached hereto and incorporated herein for all purposes.

§ 3.2 Not Used.

§ 3.3 Not Used.

§ 3.4 Not Used.

§ 3.5 Not Used.

§ 3.6 Not Used.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The County may request Additional Services of the LA. Additional Services will be requested by the County, and confirmed in writing. Should the County request services that the LA believes to be outside the Scope of Phase I Services, the LA shall, before performing those services, inform the County in writing of the LA's belief that the services requested are Additional Services and shall provide an estimate in writing to the County of the probable total of the Additional Services fees to be incurred in performing the services requested. **The LA shall not proceed to provide Additional Services until the LA receives the County's written authorization following County's receipt of the probable total of the Additional Services fees to be incurred in performing the services requested.**

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the LA, any Additional Services provided in accordance with this Section 4.2 shall entitle the LA to compensation pursuant to Section 11.3 and an appropriate adjustment in the LA's schedule. Upon recognizing the need to perform Additional Services, the LA shall notify the County with reasonable promptness and explain the facts and circumstances giving rise to the need. **The LA shall not proceed to provide Additional Services until the LA receives the County's written authorization.**

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. LA and County acknowledge that the information provided is subject to change, but that the Phase I Services Fees indicated herein take that change into account.

§ 5.2 Not Used.

§ 5.3 With respect to any action, decision or determination which is to be taken or made by County with respect to the Project, the County shall identify a representative authorized to take such action or make such decision or determination or the County's representative shall notify LA in writing of an individual or governing body (i.e. Williamson County Commissioners Court) responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual or governing body for response or action. County may change the designated representative upon written notice to the LA; and the County may modify the scope of authority of the designated representative in like manner. The County shall render decisions and approve the LA's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the LA's services. The County's representative shall not have any right to modify, amend or terminate this Agreement

or issue authority to LA to perform Additional Services unless otherwise granted such authority by the Williamson County Commissioners Court.

§ 5.4 Where necessary for the LA's performance of the Services and except for any surveys LA is to provide hereunder, the County shall furnish any surveys that is has in its possession that describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.

§ 5.5 Not Used.

§ 5.6 The LA shall coordinate its Services and those of its subconsultants with the services provided by the County or County's separate consultants, if any.

§ 5.7 The County shall furnish tests and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, where needed for performance of the Work and where the need is not the result of the LA's negligence or failure to perform.

§ 5.8 The County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the County's needs and interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the LA's negligence or failure to perform.

§ 5.9 The County shall provide prompt written notice to the LA if the County becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the LA's Instruments of Service, provided nothing in this Agreement shall be construed as to require the County to determine the adequacy, accuracy, or sufficiency of the design, the Construction Documents, or the LA's services.

§ 5.10 Not Used.

§ 5.11 The County shall provide the LA access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the LA access to the Work wherever it is in preparation or progress.

ARTICLE 6 NOT USED

§ 6.1 Not Used.

§ 6.2 Not Used.

§ 6.3 Not Used.

§ 6.4 Not Used.

§ 6.5 Not Used.

§ 6.6 Not Used.

§ 6.7 Not Used.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The LA and the County represent that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The LA hereby assigns to the County, without reservation, all copyrights in all Project-related documents, models, photographs and other expression created by the LA. Among those documents are certain "Instruments of Service" including the design drawings and the Construction Documents. The County's obligation to pay the LA is expressly conditioned upon the LA obtaining a valid assignment of copyrights from its subconsultants in terms similar to those that obligate the LA to the County as express in this Article 7, which copyrights the LA, in turn, hereby assigns to County. The County, in return, hereby grants to LA and its subconsultants a revocable, nonexclusive license to reproduce the documents for purposes relating directly to the LA's performance of its obligations under this Agreement, to the LA's archival records, and for the LA's reproduction of drawings and photographs in the LA's marketing materials, provided that the Project-related contents of those materials are approved as requested in Section 7.3 of this Agreement. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Agreement by the LA or upon termination of this Agreement. This nonexclusive license granted in this Agreement to the LA may be sub-licensed to the LA's subconsultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon LA's assignment of this nonexclusive license to another or its attempt to do so.

§ 7.3 The LA shall obtain similar nonexclusive licenses from the LA's consultants consistent with this Agreement.

§ 7.3.1 To the extent that liability arises from misuse of the Instruments of Service by the County or another architect or engineer, the LA shall not be responsible for that misuse.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. No other Project-related data, expression, or documents may be reproduced by the LA or its consultants for any other purpose without the express written permission of the County.

§ 7.5 If the County subsequently reproduces Project-related documents or creates a derivative work based upon Project-related documents created by the LA, the County shall (where permitted or required by law) remove or completely obliterate the original professional's seal, logo, and other indications on the documents of the identity of the LA or its consultants.

§ 7.6 The LA shall maintain the confidentiality of all Project documents and information and shall not publish or in any way disseminate or distribute any Project-related documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written authorization of the County.

§ 7.7 Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the LA release any material or information developed in the performance of its services hereunder without the express written permission of County.

§ 7.8 No license is granted by this Agreement or otherwise allowing LA or its consultants to reproduce, distribute, modify, display or otherwise use County-related marks, logos, and graphics. The Parties agree that marks, logos, and graphics related to County are valuable intellectual property and that misuse or misappropriation of them will damage the County.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The County and LA shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law. The County and LA waive all claims and causes of action not commenced in accordance with this Agreement.

§ 8.1.2 To the extent damages are covered by proceeds received by the claimant from property insurance, the County and LA waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Uniform General Conditions for Williamson County. The County or the LA, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the LA. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto. Nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

§ 8.2 MEDIATION

§ 8.2.1 The County and LA shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement.

§ 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 All disputes not resolved through mediation shall be resolved through litigation in Williamson County, Texas. However, 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.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 The LA shall give the County 21 days' written notice of the LA's intention to terminate or suspend the Services under this Agreement. The notice shall detail the LA's specific reason(s) for its intended termination or suspension and shall state with specificity the means by which the County may cure the alleged reason.

§ 9.2 If the County fails to make payments to the LA that are otherwise due hereunder, the LA shall give the County 14 days' advanced written notice of its intention to suspend Services. If the County fails to either pay or justify its lack of payment in accordance with the terms of this Agreement, LA may give notice of suspension and suspend the Services five (5) days thereafter. Services shall otherwise be performed continually and expeditiously, including during the pendency of disputes.

§ 9.3 If the County suspends the Project for more than 90 cumulative days for reasons other than the fault of the LA, the LA may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4. This Agreement may be terminated by the County, with or without cause, for the County's convenience upon not less than seven (7) days' written notice to the LA. Should the County terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.

§ 9.5 In the event of termination not the fault of the LA, the LA shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be performable in Williamson County, Texas. Each party to this Agreement hereby agrees and acknowledges that 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. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in Uniform General Conditions for Williamson County, unless a contrary definition is set forth here or inferable herefrom.

§ 10.3 The County and LA, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Services to be provided by the LA are deemed to be personal in nature and the Architect may not assign its interest or obligations under this Agreement without the written consent of the County.

§ 10.4 If the County requests the LA to execute certificates, the proposed language of such certificates shall be submitted to the LA for review. If the County requests the LA to execute consents, the LA shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the LA for review. The LA shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or LA.

§ 10.6 Unless otherwise required in this Agreement, the LA shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should the LA become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the County.

§ 10.7 The LA shall have the right to include photographic or artistic representations of the design of the Project among the LA's promotional and professional materials. The LA shall be given access to the completed Project, when approved by County, to make such representations. However, the LA's materials shall not include the County's confidential or proprietary information if the County has previously advised the LA in writing of the specific information considered by the County to be confidential or proprietary.

§ 10.8 If the LA or County receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. However, 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.

ARTICLE 11 COMPENSATION

§ 11.1 For the LA's Phase I Services, the County shall compensate the LA the "not-to-exceed" amount of:

Phase I Services Fees: \$50,000.00

§ 11.2 For Additional Services designated in Section 4.1, the County shall compensate the LA as follows:

A lump sum amount to be agreed upon, in advance, between County and LA. Alternatively, if approved by County, in advance and in writing, LA's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the County shall compensate the LA as follows:

A lump sum amount to be agreed upon, in advance, between County and LA. Alternatively, if approved by County, in advance and in writing, LA's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

§ 11.4 Compensation for Additional Services of the LA's consultants when not included in Section 11.2 or 11.3, shall be the actual amount invoiced to the LA, or as otherwise stated below.

§ 11.5 Not Used.

§ 11.6 Not Used.

§ 11.7 The hourly billing rates for Additional Services performed by the LA and the LA's consultants, if any, are set forth in the attached Exhibit B.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 LA shall be reimbursed for actual non-labor and subcontract expenses incurred directly related to the Project and in the performance of the services under this Agreement strictly in accordance with the Williamson County Vendor Reimbursement Policy, which is attached hereto as Exhibit D and is incorporated herein by reference. Reimbursable Expenses are in addition to compensation for Phase I Services and Additional Services.

§ 11.8.2 Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and otherwise fully comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to LA without mark-up.

11.8.3 In addition to the items listed and the requirements set forth in the Williamson County Vendor Reimbursement Policy, the following items may be billed as reimbursables:

- a. Reproductions, both inside and outside, may be billed at cost without markup and must include back up detail.

- b. Postage and/or courier delivery, as requested by the County, may be billed at cost without markup and must include back up detail.

§ 11.9 LA acknowledges that it has reviewed the Williamson County Vendor Reimbursement Policy in advance of executing this Agreement and that LA hereby agrees to comply with the terms of same.

§ 11.10 PAYMENTS TO THE LANDSCAPE ARCHITECT

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. On or about the last day of each calendar month during the performance of the LA's Services, the LA shall submit a sworn statement to the County's designated representative, (along with timesheets detailing hours worked in relation to Additional Services), receipts detailing expenses incurred, and other support documentation, in a form acceptable to County's Auditor, setting forth the Services provided under this Agreement during such calendar month, the compensation due, plus any amounts requested by LA for Additional Services. In the event that LA's request includes charges based upon hourly billing rates or other rates based upon the amount of time worked by an individual(s), whether employees of LA or LA's subconsultants, the charges shall be accompanied by an affidavit signed by an officer or principal of the LA certifying that the work was performed, it was authorized by County, and that all information contained in the invoice is true and correct.

§ 11.10.2. County's designated representative shall review the LA's invoices within twenty-one (21) days of receipt and approve them, or request modifications consistent with this Agreement. Once County approves the LA's invoice, County shall pay same within thirty (30) days after the Williamson County Auditor receives the approved invoice.

§ 11.10.3 County's payment for goods and services is governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue 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 an error appears in an invoice/application for payment submitted by LA, County shall notify LA of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of LA, LA shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by LA beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, LA shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be submitted to the County's designated representative when payment is requested.

§ 11.10.5 Right to Audit. LA agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. LA agrees that County or its duly authorized representatives shall, until the expiration of three 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 LA which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. LA agrees that County shall have access during normal working hours to all necessary LA 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 LA reasonable advance notice of intended audits.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The LA shall provide prompt written notice to the County if the LA becomes aware of any defect or omission in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the LA's Instruments of Service.

§ 12.2 LA AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY LA, LA'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH LA INCLUDING, WITHOUT LIMITATION, LA'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH LA EXERCISES CONTROL.

§ 12.3 LA FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM LA'S FAILURE TO PAY LA'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY LA.

§ 12.4 LA FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING

OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY LA IN THE PERFORMANCE OF THIS CONTRACT.

§ 12.5 THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT LA'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM LA IS NOT LEGALLY LIABLE, LA'S OBLIGATIONS SHALL BE IN PROPORTION TO LA'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

§ 12.6 IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF LA, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH LA EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN LA IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. LA SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT LA, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH LA EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE LA, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH LA EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

§ 12.7 Not Used.

§ 12.7.1 Not Used.

§ 12.8 The Parties agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative steps 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.

§ 12.9 The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, 512/305-9000, www.tbae.state.tx.us, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a. To the extent applicable, any responsible engineer shall sign, seal and date all appropriate engineering submissions to County and shall at all times comply with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the County and the LA and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both County and LA, unless such amendment by unilateral action of the County is expressly provided for in this Agreement. Individual handwritten modifications of this Agreement shall be of no effect unless each such modification is initialed by County and LA.

§ 13.2 This Agreement is comprised of the following documents listed below:

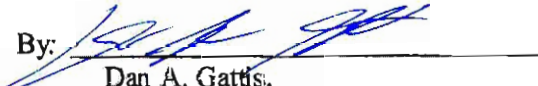
- .1 This Agreement for Landscape Architectural Services;
- .2 Exhibit A: Scope of Phase I Services;
- .3 Exhibit B: Hourly Rates, if any;
- .4 Exhibit C: Production Schedule, if any;
- .5 Exhibit D: Williamson County Vendor Reimbursement Policy
- .6 Other documents:

§ 13.3 This Agreement is not effective until signed by the County and LA. The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Williamson County, Texas, so authorizing. The LA's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that LA has the obligation to ensure compliance with this Agreement by itself and its employees, agents, and representatives.

This Agreement shall be effective as of the date of the last party's execution of this Agreement.

WILLIAMSON COUNTY, TEXAS (County)

RVE, INC. D/B/A RVI,
A TEXAS CORPORATION (LA)

By: 

Dan A. Gattis,
Williamson County Judge

By: 

(Signature)

Date Signed: 07-30, 2015

Printed Name: BARBARA AUSTIN

Title: VICE PRESIDENT

Date Signed: March 12, 2015

Exhibit A
Scope of Phase I Services

THE FOLLOWING SCOPE OF PHASE I SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF PHASE I SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF PHASE I SERVICES AND WILL BE CONTROLLING.

The LA will retain and use the following sub-consultants:

- Baker Aicklen – civil engineering and surveying
- 360 Engineering – structural engineer
- Hick & Company – archaeologist
- Cambrien Environmental – environmental engineer
- Jim Rodgers – trail specialist

In consideration of the compensation provided in the Agreement, LA shall perform the following Scope of Phase I Services

I. Feasibility and Trail Alignment Services

A. Pre-Design Conference – The LA team shall attend a pre-design conference with the County's staff. Prior to the conference, the LA shall review the available project data and submit an agenda addressing coordination and verification of project information, establish the goals and objectives for the Project and defines the project schedule.

B. Base data and Trail Alignment Research

1. Collect and review information, maps, surveys, subdivision plats and previous studies including the Brushy Creek Regional Trail Vision plan for the proposed trail corridor as available from the County which may include but is not limited to:

- Current Williamson County, City of Round Rock and/or State ARC/GIS/AutoCAD data sets available for the entire project area.
- Infrared/Aerial photography of entire project.
- Current FEMA Flood Plain and TCEQ Edwards Aquifer data of entire project area.
- Construction and as-built/construction record plans (AutoCAD format if available) for existing infrastructure related to or affected by this project.
- Existing regional topographic surveys.
- Tax map or other resource information to identify affected property owners.

2. Identify and research recorded easements that the proposed trail may utilize, cross or encroach.

Exhibit A
Scope of Phase I Services

3. Prepare a property ownership and easement map for the entire trail corridor. The map may be prepared as a single document or in sections based on the extent of information to be shown.
4. Incorporate the ownership and easement data into the overall site analysis to determine the preferred trail alignment or alignment option with desired connections.
5. Assist the County and the County's attorney in determining land ownership or easement interests that will need to be acquired on a parcel by parcel basis in order to facilitate trail development.

- C. Site Evaluations to determine the best design approach.
- D. Coordinate with local government bodies, cities, and local utilities in relation to the Project to determine regulatory requirements.

II. Public Input and Programming

- A. The LA firm/team shall meet with County's staff and other entities/groups involved in the Project to determine needs (including spatial and development) of park program(s) and facilities for projected needs.
- B. Meet with representatives of stakeholder groups as arranged by the County, to discuss possible design criteria and general needs.
- C. Site evaluations to determine the best design approach.
- D. Coordinate with local government bodies, cities, and local utilities in relation to the Project.
- E. Provide up to three (3) separate presentations to County's Project Management Team.

Exhibit B
Hourly Rates

<u>Position Classifications</u>	<u>Hourly Rates</u>
Principal	\$150.00-\$200.00
Director of Planning/Landscape Architecture	\$125.00-\$175.00
Project Manager	\$100.00-\$150.00
Landscape Architect, Planner, Designer	\$ 70.00-\$125.00
Production, Technical, Administrative/Clerical	\$ 60.00-\$ 90.00

Note 1: Hourly rates include office overhead, employee salary and benefits, and company profits.

Note 2: Hourly rates are applicable from the date of the last party's execution of this Agreement until eighteen months thereafter.

Exhibit C
Production Schedule

To be provided in accordance with the terms of the Agreement (See specifically § 3.1.3 of the Agreement).

Exhibit D

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and

- vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
 - 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
 - 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
 - 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
 - 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
 - 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
 - 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
 - 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
 - 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service
- 10.5 Movie rentals
- 10.6 Damage to personal clothing
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services

- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to air, hotel and/or car rental
- 10.13 Auto repairs
- 10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
- 10.15 Saunas, massages or exercise facilities
- 10.16 Credit card delinquency fees
- 10.17 Doctor bills, prescription and other medical services
- 10.18 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Exhibit E Additional Services

All services requested by the County that are not listed in Scope of Phase I Services are considered Additional Services. Additional Services are not included in the Phase I Services Fees.

The following services are not included within the scope of Phase I Services. Should LA be required to provide services in obtaining or coordinating compilation of this information, such services shall be performed as Additional Services. Additional Services shall only be provided if previously authorized in writing by the County and as set out in the Agreement.

Additional Services may include, but not be limited to, the following:

- Detailed Flood Plain Analysis
 - FEMA Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR)
 - Preparation or processing of any permits associated with the disturbance of Waters of the US in accordance with USACE 33 CFR and Section 404 of the Clean Water Act not described in the Phase I Services
 - Land Acquisition services
 - Easement acquisition or vacation including preparation of easement documents
 - Legal Lot Determinations
 - Preparation of multi-use agreement(s) and exhibits
 - Any services related to ROW acquisition
 - Assistance or representation in litigation concerning the property of proposed project
 - Preparation of Phased bid package(s) with reduced scope of items defined herein, including construction drawings and specifications
 - Traffic Impact Analysis
 - TxDOT roadway modifications
 - Traffic Control Plans
 - Construction Staking
 - Conflict Resolution
 - Preparation and processing of Waivers, Variances or Exceptions
 - Services required after final acceptance of construction work
 - Revisions to drawings previously approved by the County and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.
 - Preparation of presentation materials for marketing or purposes other than those described in Scope of Phase I Services
 - Public or other presentations beyond those described in Scope of Phase I Services
 - Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in the Scope of Phase I Services
-

- Coordination with the utility companies for the design and construction of electric, telephone and gas service will be provided by County. Design of utility extension(s) to the project site.
- Preparation of record documents from contractors construction record drawings
- Providing services other than those outlined in the Scope of Phase I Services.

