



## **AGREEMENT FOR LANDSCAPE ARCHITECTURAL PHASE II SERVICES**

**THIS AGREEMENT FOR LANDSCAPE ARCHITECTURAL PHASE II SERVICES** ("Phase II 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 "County," and **Design Workshop, Inc.**, a foreign corporation authorized to do business in the State of Texas, hereinafter "Landscape Architect" or "LA."

### **RECITALS**

**WHEREAS**, County intends to improve the River Ranch County Park, hereinafter called the "Project;"

**WHEREAS**, County and LA previously executed an Agreement for Landscape Architectural Services dated effective July 16, 2015 (the "Phase I Services Agreement");

**WHEREAS**, under the Phase I Services Agreement, LA performed and has completed Programming and Master Plan refinement, and Schematic Design services (collectively referred to as "Phase I Services");

**WHEREAS**, County now desires that LA proceed with performing Design Development Services, Construction Document Services, Bidding or Negotiation Services and Construction Observation Services, Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services (collectively referred to herein as "Phase II Services");

**WHEREAS**, LA represents that it is qualified and desires to perform such Phase II Services;

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

### **TABLE OF ARTICLES**

- |          |  |
|----------|--|
| <b>1</b> | <b>INITIAL INFORMATION</b>             |
| <b>2</b> | <b>LA's RESPONSIBILITIES</b>           |
| <b>3</b> | <b>SCOPE OF LA's PHASE II SERVICES</b> |
| <b>4</b> | <b>ADDITIONAL SERVICES</b>             |
| <b>5</b> | <b>COUNTY'S RESPONSIBILITIES</b>       |

6	<b>COST OF THE WORK</b>
7	<b>COPYRIGHTS AND LICENSES</b>
8	<b>CLAIMS AND DISPUTES</b>
9	<b>TERMINATION OR SUSPENSION</b>
10	<b>MISCELLANEOUS PROVISIONS</b>
11	<b>COMPENSATION</b>
12	<b>SPECIAL TERMS AND CONDITIONS</b>
13	<b>SCOPE OF THE PHASE II SERVICES AGREEMENT</b>

## **ARTICLE 1 INITIAL PROJECT INFORMATION**

**§ 1.1** The Project may ultimately include the following components:

Entrance  
 Equestrian Center  
 Trails  
 Day Use Facilities  
 Camping  
 Park Residence  
 Park Maintenance Facility  
 LA and internal infrastructure  
 Site Work

### **§ 1.2 Intentionally Deleted**

**§ 1.3** The County and LA may rely on the Initial 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 Phase II Services Agreement are subject to a County-approved budget. In the absence of an express provision to the contrary in this Phase II Services 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 II Services and perform its obligation under this Phase II Services 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 II Services and its obligations under this Phase II Services 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 II Services Fee stated in this Phase II Services Agreement is adequate compensation for the timely completion of Phase II Services.

**§ 1.6 Limit of Appropriation.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Phase II Services Agreement. LA understands and agrees that the County's payment of amounts under this Phase II Services 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 Phase II Services Agreement.

## **ARTICLE 2 LA's RESPONSIBILITIES**

**§ 2.1** The LA will provide all professional services necessary to complete the Phase II Services for the Project. The LA agrees that the Phase II Services Fee, stated in Article 11, represents adequate and sufficient compensation for the timely provision of all professional Phase II Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil or other consulting engineers, if any) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Phase II Services 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 design, Construction Documents, and Phase II Services shall conform to all federal, state, and local statutes and regulations governing its Services, the Project and the Work. 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 certify that it has taken reasonable measures to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Phase II Services Agreement shall be construed to eliminate or diminish the LA's responsibility for compliance of its design, its Construction Documents, and 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 and that must seal or stamp documents must carry and maintain similar insurance covering their respective portions of the Phase II Services. LA acknowledges, however, that LA shall remain responsible and liable for all work of its subconsultants whether or not such subconsultants carry and maintain similar insurance covering their respective portions of the Phase II Services. The LA and its above described 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 Phase II Services 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
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  - 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 |
- .5 Any deductibles or self-insured retentions over \$100,000 must be declared and approved in writing by Williamson County in advance.

### **ARTICLE 3 SCOPE OF ARCHITECT'S PHASE II SERVICES**

§ 3.1 The LA shall provide those Phase II Services described in the attached **Exhibit A**, which is incorporated herein by referenced for all purposes, this Article 3, and Section 2.1, 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 Phase II Services 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 Phase II Services described in this Phase II Services 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 The LA shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the LA shall prepare designs and documents in accordance with applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.5 The LA shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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

#### **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 II, 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 Phase II Services Agreement, without invalidating the Phase II Services 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 COUNTY'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Phase II Services 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 II Services Fees indicated herein take that change into account.

§ 5.2 The County shall establish and periodically update the County's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the County's other costs; and, (3) reasonable contingencies related to all of these costs. If the County significantly increases or decreases the County's budget for the Cost of the Work, the County shall notify the LA. The LA shall prepare designs and Construction Documents so that the Project can be built within the County's budget for the Project.

§ 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 Phase II Services 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 Phase II Services, the LA shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

**§ 5.5** Where necessary for the LA's performance of Phase II Services the County shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 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, inspections 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 Phase II Services 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** The LA shall coordinate the LA's duties and responsibilities set forth in the Contract for Construction with the LA's services set forth in this Phase II Services Agreement. The LA shall perform in a manner consistent with the obligations of the LA as stated in this Phase II Services Agreement and in the Contract Documents. The County shall provide the LA a copy of the

executed agreement between the County and Contractor, including the Uniform General Conditions of the Contract for Construction.

§ 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 COST OF THE WORK**

§ 6.1 For purposes of this Phase II Services Agreement, the Cost of the Work shall be the total cost to the County to construct all elements of the Project designed or specified by the LA and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the LA, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs.

§ 6.2 The County's budget for the Cost of the Work may be adjusted throughout the Project. Evaluations of the County's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the LA, represent the LA's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the LA nor the County has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions.

§ 6.3 In preparing estimates of the Cost of Work, the LA shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the County's budget for the Cost of the Work. The LA's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 The LA's estimate of the Cost of the Work shall be projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services.

§ 6.5 If at any time the LA's estimate of the Cost of the Work exceeds the County's budget for the Cost of the Work, the LA shall make appropriate recommendations to the County to adjust the Project's size, quality or budget for the Cost of the Work, and the County shall cooperate with the LA in making such adjustments.

§ 6.6 If the County's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal for reasons not related to the fault of the LA, the County shall at the County's sole discretion:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with this Phase II Services Agreement;
- .4 in consultation with the LA, revise the Project program, scope, or quality as required to reduce the Cost of the Work;



- .5 instruct the LA to modify its design and the Construction Documents so that the Cost of the Work fall within the County's budget; or
- .6 implement any other mutually acceptable alternative.

§ 6.7 If the County chooses to proceed under Section 6.6.5, the LA, without additional compensation, shall modify the Construction Documents as necessary to comply with the County's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The LA and the County warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright County of such information or has permission from the copyright County 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 Phase II Services 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 Phase II Services Agreement. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Phase II Services Agreement by the LA or upon termination of this Phase II Services Agreement. This nonexclusive license granted in this Phase II Services 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 Phase II Services 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 Phase II Services 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 Phase II Services 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 Phase II Services 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 Phase II Services 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 Phase II Services Agreement and all questions as to the acceptable fulfillment of this Phase II Services 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 Phase II Services 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 Phase II Services 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 Phase II Services 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 Phase II Services 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 Phase II Services under this Phase II Services 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 Phase II Services Agreement, LA may give notice of suspension and suspend the Phase II 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 Phase II Services Agreement by giving not less than seven days' written notice.

**§ 9.4.** This Phase II Services 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 Phase II Services 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 Phase II Services Agreement shall be performable in Williamson County, Texas. Each party to this Phase II Services 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 Phase II Services Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Phase II Services 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 Phase II Services 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 Phase II Services 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 Phase II Services 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 Phase II Services 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 Phase II Services Agreement.

**§ 10.5** Nothing contained in this Phase II Services 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 Phase II Services 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 Phase II Services 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 satisfactory performance of Phase II Services, the County shall compensate the LA the lump sum amount of:

**Phase II Services Fees:                      \$1,111,000.00**

#### **SUPPORT PLANNING, DESIGN AND ENGINEERING SERVICES**

Task III – Environmental and Cultural Surveying	\$63,350
Task III – Site Survey and Site Geotechnical Analysis	\$232,244
<b>Subtotal</b>	<b>\$295,594</b>

#### **DESIGN AND ENGINEERING SERVICES**

Task IV – Design Development	\$280,156
Task V – 90%/100% Drawings and Permitting	\$373,500
<b>Subtotal</b>	<b>\$653,656</b>

#### **BIDDING AND CONSTRUCTION SERVICES**

Task VI – Bidding and Negotiation	\$11,750
Task VII – Construction Observation	\$150,000
<b>Subtotal</b>	<b>\$161,750</b>

**§ 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 Phase II Services Agreement strictly in accordance with the Williamson County Vendor Reimbursement Policy, which attached hereto as **Exhibit D** and is incorporated herein by reference. Reimbursable Expenses are in addition to compensation for Basic and Additional Services, and must not exceed **\$23,500.00**.

§ 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.

§ 11.9 LA acknowledges that it has reviewed the Williamson County Vendor Reimbursement Policy in advance of executing this Phase II Services 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 receipts detailing expenses incurred, and other support documentation, in a form acceptable to County's Auditor, setting forth the Phase II Services provided under this Phase II Services 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 Phase II Services 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 in relation to 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 (i.e. Compensation for Additional Services), 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 Phase II Services 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 Phase II Services 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 Phase II Services 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 A NEGLIGENT 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.

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 PHASE II SERVICES AGREEMENT BY LA.

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 PHASE II SERVICES AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS PHASE II SERVICES AGREEMENT 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 PHASE II SERVICES AGREEMENT 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.

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 Phase II Services 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](http://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 PHASE II SERVICES AGREEMENT**

§ 13.1 This Phase II Services 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 Phase II Services 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 Phase II Services Agreement. Individual handwritten modifications of this Phase II Services Agreement shall be of no effect unless each such modification is initialed by County and LA.

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

- .1 This Phase II Services Agreement;
- .2 **Exhibit A:** Scope of Phase II Services;
- .3 **Exhibit B:** Hourly Rates;
- .4 **Exhibit C:** Production Schedule;
- .5 **Exhibit D:** Williamson County Vendor Reimbursement Policy

§ 13.3 This Phase II Services Agreement is not effective until signed by the County and LA. The County executes this Phase II Services 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 Phase II Services Agreement by itself and its employees, agents, and representatives.

This Phase II Services Agreement shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY, TEXAS (County)**

By:   
Dan A. Gattis,  
Williamson County Judge

Date Signed: 08-03 \_\_\_\_\_, 2016

**Design Workshop, Inc., (LA)**

By:   
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_, 20\_\_\_\_

**Exhibit A**  
**Scope of Phase II Services**

**I. Project Description**

River Ranch County Park is a 1,011 acre property located in western Williamson County. The first phase of improvements is approximately 320 acres with a construction budget of approximately \$8 million. This will generally allow for the following improvements which were identified originally from the previous master plan and confirmed by discussions with the County:

**ENTRANCE**

- Entry sign and associated planting
- Entry Gatehouse and park host site
- Applicable utilities

**EQUESTRIAN CENTER**

- Parking area
- Riding arena
- Equestrian barns and pens
- Utilities
- Restrooms
- Social gathering area

**TRAILS**

- Approximately 84,600 linear feet of hiking trails (new and existing)
- Approximately 8,750 linear feet of equestrian only trails
- Approximately 16,000 linear feet of mulch/soft surface trails
- Applicable re-vegetation
- Applicable utilities
- Applicable interpretive signage/directional signage

**DAY USE FACILITY**

- Applicable amount of roadways, picnic facilities, pavilions, trails, utilities, restrooms, parking, social games (i.e. washers, horseshoes) and children's play.
- Applicable planting

**DRIVEWAYS AND INTERNAL INFRASTRUCTURE**

- Approximately 19,000 linear feet of 20' wide hardscape roadway
- Approximately 10,500 linear feet of 12' wide caliche roadway
- Approximately 20,000 cubic yards of detention capacity
- Applicable wet and dry utility runs
- Applicable revegetation

**CAMPING**

- Applicable amount of improved, primitive and tent camping area
- Applicable roadway, parking, trail/circulation, restrooms and utilities.

## **Exhibit A**

### **Scope of Phase II Services**

#### **PARK RESIDENCE**

- Approximately 1,500 square foot house
- Associated landscaping and utilities

#### **MAINTENANCE FACILITY**

- Applicable size of fence maintenance area and associated facilities.

#### **DEMOLITION**

- Demolition of applicable existing buildings and accessories

### **II. Phase II Service Scope of Work – Design and Engineering for Phase I Implementation**

Based upon the approved master plan and limits of Phase I implementation, the Phase II Services Scope of Work will require the following disciplines:

- Surveying
- Environmental and Cultural Surveying
- Landscape Architecture
- Civil and Traffic Engineering
- Architecture
- Equestrian Design
- Structural and Mechanical, Electrical, Plumbing (MEP) Engineering
- Wayfinding and Signage

The anticipated area for Phase I construction of the Project is identified in Attachment A of this Phase II Scope of Service.

Based LA's knowledge of creating complete design and engineering documents, the Phase II Scope of Service includes the following:

- ☐ Site Survey
- ☐ Environmental and Cultural Surveying
- ☐ Design Development (60% design)
- ☐ Construction Documentation (90% Documents) and Permitting
- ☐ Construction Documentation (100% Bid Documents)
- ☐ Bidding and Negotiation
- ☐ Construction Observation

Many of these phases of work can overlap in order to efficiently deliver the park to the community in a timely fashion.

#### **Task III: Environmental and Cultural Mapping (16 weeks)**

## **Exhibit A**

### **Scope of Phase II Services**

Upon approval by the County of Schematic Design in Task II of the Phase I Services Agreement, the LA will immediately get started on Environmental and Cultural Mapping and the Site Survey, while simultaneously getting started on Design Development Documents (Task IV).

#### **3.1 Karst Survey**

In accordance with the revised May 2014 U.S. Fish and Wildlife Service (USFWS) Section 10(a)(1)(A) Karst Invertebrate Survey Requirements an initial karst feature survey is recommended for Karst Zones 1, 2, and 3. The project area lies within Karst Zone 3 and 4. Task 3 includes a karst survey, which will include walking 50-foot transects throughout the entirety Karst Zone 3.

#### **3.2 Jurisdictional Waters Assessment**

The LA will conduct a jurisdictional waters of the United States assessment for the approximately 320 acre project area. The purpose of this assessment is to identify the location and extent of potential waters of the United States in accordance with Section 404 of the Clean Water Act (CWA). As part of this task, the LA will analyze the site and surrounding conditions to determine the potential for on-site waters to be considered protected by Section 404 under current interpretations.

Task 3 includes report preparation and a call with the County to discuss the findings of the site assessment and discuss whether any Section 404 permitting or coordination may be recommended or required. The prepared report and associated exhibits will be suitable for inclusion in any Section 404 permitting or coordination.

#### **3.3 Golden-Cheeked Warbler and Black-Capped Vireo Habitat Evaluation**

The LA will conduct a golden-cheeked warbler (GCWA) and black-capped vireo habitat evaluation. A visual inspection of habitat within the project area will be performed for GCWA and BCVI habitat. The LA will also review existing habitat information and prepare a habitat report, with a discussion of the setting, and map delineating the vegetative and/or geographic regions and their potential for GCWA and BCVI.

#### **3.4 Spring Assessment**

The LA will conduct a survey to evaluate the presence of springs on the project area. This survey will consist of walking all drainages on the tract looking for spring flow and vegetation associated with springs. Once the spring survey has been completed, a report of the findings will be prepared and sent electronically to the County.

#### **3.5 Cultural Resources Survey**

The LA will prepare a Texas Historical Commission (THC) Antiquities Code permit application to perform an intensive archaeological survey of the proposed approximately 320 acre project area. The permit application will be provided to the County for review, comment, and signature by the County prior to submission to the reviewer at the THC.

The LA will conduct a pedestrian survey of the entire 320 acre project area, including shovel testing, site photography, site recording, National Register and State Antiquities Landmark eligibility assessments, data analysis, and report preparation in accordance with THC and Council

## **Exhibit A**

### **Scope of Phase II Services**

of Texas Archaeologists (CTA) standards. The reporting will involve the analysis of the data collected from the field work and the production of a draft report submitted to the THC for approval and concurrence. A draft and final report will be submitted to the County as well as the THC as part of the deliverables. All field documents and photographs will also be curated for submittal to TARL as curation is required by the THC Antiquities permit. Additionally, final approved report will be produced and distributed to repositories as a requirement of the THC permit. This will be a non-collection survey so no artifacts will be collected as part of this effort and therefore, will not require curation.

#### **3.6 Site Survey**

The LA will generate topographic, tree, and existing site condition data for engineering design purposes. This data will be based on Attachment B.

#### **Task III Deliverables**

- ☐ Project Management
- ☐ Karst Survey (digital PDF)
- ☐ Jurisdictional Water Assessment (digital PDF)
- ☐ Gold-Cheeked Warbler and Black-Capped Vireo Habitat Evaluation (digital PDF)
- ☐ Spring Assessment Evaluation Report (digital PDF)
- ☐ Cultural Resources Survey (digital PDF)
- ☐ Site Survey (limited) – 24x36 document (digital PDF and one (1) hard copy)

#### **Task III Meetings**

- ☐ Ongoing coordination with team (emails, phone, etc.)
- ☐ Client conference call to discuss applicable environmental reports
- ☐ Participation in bi-weekly conference calls with client

#### **Task IV: Design Development (16 weeks)**

Upon approval by the County of Schematic Design in Task II of the Phase I Services Agreement, this task will consist of the documents and scope listed below. The general objective for this phase of the work is to further develop the design character and detail of the proposed design from the previous phase. The focus will be on the program listed above at the beginning of this scope, unless otherwise agreed to in Task II of the Phase I Services Agreement. The level of technical information for this phase will be for coordination, review and cost estimating purposes only and will not provide the additional specific level of information for construction documentation and bidding.

#### **4.1 Design Refinement**

Working closely with the County, the LA will refine and focus attention on design efforts from the Schematic Design process. This could include research and evaluation of materials, planting narrative and selection, paving, infrastructure, soils, trail layout, furniture and amenities storm water management details, trees, grading, irrigation, lighting, etc.

The Design Development Documents will include the following:

- ☐ Cover Page with general project information

## **Exhibit A**

### **Scope of Phase II Services**

- ☐ Overall Site Plan
- ☐ Demolition and Protection Plans
- ☐ Paving, Materials, and Site Lighting Plans
- ☐ Trails, Camping, Day Use, Equestrian and Amenity Plans
- ☐ Construction Details, Sections and Elevations
- ☐ Planting, Soils, and Revegetation Plans
- ☐ Site Infrastructure and Stormwater Management Plans
- ☐ Architectural Building and Structural Plans
- ☐ Mechanical, Electrical, and Plumbing Plans

#### **4.2 Entry Identification, Wayfinding and Educational Sign Program**

Create a complete wayfinding and signage design program for the study area including entrances, vehicular and pedestrian wayfinding, street identification, trail signage and architectural building signage.

#### **4.3 Project Specifications**

Outline technical specifications for all project components within the scope of this proposal will be prepared as part of this task, including draft General Conditions, Table of Contents and applicable Division One specifications.

#### **4.4 Project QC Review and Coordination**

The LA will provide an overall quality control review to ensure design and engineering elements are properly coordinated and compared with applicable codes.

#### **4.5 Project Opinion of Probable Costs**

The LA will prepare opinions of probable construction cost (OPC) for the proposed project including a 15% contingency to cover unforeseen or unknown conditions. During this process, LA will identify potential alternatives that may provide cost savings to the County if requested.

#### **4.6 Design Development Presentation**

The LA will present the design development plan, with associated graphics and opinion of probable costs to the County and Williamson County Commissioners Court.

#### **Task IV Deliverables**

- ☐ Project Management
- ☐ Design Development Documents – 24x36 document (digital PDF and one (1) hard copy)
- ☐ Design Development Documents Signage and Wayfinding Plan Booklet – 11”x17” document (digital PDF and one (1) hard copy)
- ☐ Design Development Project Specifications – 8.5”x11” (digital PDF)
- ☐ Design Development Opinion of Probable Costs – 8.5”x11” (digital PDF)
- ☐ Design Development Presentation (digital PDF)

#### **Task IV Meetings**

- ☐ Ongoing coordination with team (emails, phone, in person, etc.)
- ☐ Participation in bi-weekly conference calls with County

## **Exhibit A**

### **Scope of Phase II Services**

- ☐ One (1) presentation to County (50%)
- ☐ One (1) presentation Williamson County Commissioners Court

#### **TASK V: Construction Documents (16 weeks)**

Upon approval by the County of Design Development in Task IV, this phase will consist of documents and scope listed below. The general objective for this phase of the work is to incorporate the County's comments and continue to detail and add content to the overall construction package. In addition, the documents will incorporate the most current information regarding construction practices. The focus will be on the program listed above at the beginning of this scope, unless otherwise agreed to in Task II. The 90% CD level of technical information for this phase will be for final coordination and review, cost estimating and permitting purposes only and will not provide the final additional specific level of information for bidding and construction. The 100% CD level of technical information for this phase will resolve outstanding items from the permitting process and prepare drawings for bidding.

#### **5.0 Construction Documents**

All drawings, details, specifications, coordination, meetings and cost estimates listed in Task IV will be incorporated into this phase, but at a more detailed level. In addition, LA will be providing the following drawings.

##### **5.1 Layout and Dimensioning Plan**

Provide applicable horizontal dimensions for the project development. Applicable components will be properly dimensioned to ensure the highest quality layout and takeoffs are created.

##### **5.2 Erosion and Sediment Control Plans**

Provide applicable details and layout needed for temporary storm water controls across the site in preparation of a TCEQ permit.

##### **5.3 Structural Design for Site Improvements**

Provide applicable details and drawings needed for structural stability associated with all proposed features including applicable walkways, foundations, gates, furniture, lights and signage.

##### **5.4 Project Manual**

Provide a complete project manual with all required technical specifications, bid tab and general condition documents.

##### **5.5 Construction Document Presentation**

The LA will present the construction document plans, with associated graphics and opinion of probable costs to the County and Williamson County Commissioners Court.

##### **5.6 Permitting**

The LA will be responsible for the following permit submittals including County, TDLR, TCEQ permits for Edwards Aquifer Contributing Zone requirements, and permits for On-Site Sewage



## **Exhibit A**

### **Scope of Phase II Services**

Facilities (OSSF). The LA will not be responsible for permits required for historical and antiquity preservation or modifications, or environmental permitting for endangered species unless otherwise noted specifically in this scope of service.

#### **Task V Deliverables**

- ☐ Project management
- ☐ 90% Construction Documents – 24x36 document (digital PDF and one (1) hard copy)
- ☐ 100% Construction Documents – 24x36 document (digital PDF and one (1) hard copy)
- ☐ Construction Documents Signage and Wayfinding Plan Booklet – 11”x17” document (digital PDF and one (1) hard copy)
- ☐ Project manual – 8.5”x11” document (digital PDF and one (1) hard copy)
- ☐ Construction Document Presentation (digital PDF)

#### **Task V Meetings**

- ☐ Ongoing coordination with team (emails, phone, etc.)
- ☐ Participation in bi-weekly conference calls with client
- ☐ Meetings with various agencies during permitting
- ☐ One (1) presentation Williamson County Commissioners Court (100%)

#### **Task VI: Bidding and Negotiation (8 weeks)**

Upon approval of Phase VI, the LA will assist the County in the bidding, selection and negotiation process. The LA will coordinate final printing of construction plans and project manual for final submittal to County and provide a PDF electronic copy of the project including plans and construction contract with addenda. LA will provide bid sets for proposed bidders and recoup the cost of bid sets by a non-refundable fee from proposed bidders. All plans, project manuals, and other related bidding documents will be distributed from a local reprographics business.

The LA will assist the County with the bidding process as follows:

- Provide bidding documents to County for distribution;
- Lead and attend pre-bid conference;
- Address questions from the proposed bidders during the bidding process and issue up to (3) addenda documents;
- Addenda will be posted to the plan sets and contract documents issued to the Contractor and County following award of contract and prior to the preconstruction meeting.
- Perform a bid-item review of the lowest qualified bidders (up to 5) to assist the County in evaluating the bids and making a final contractor selection.

Please note, reviews of financial qualifications of the contractors are beyond this scope and will not be evaluated by the LA. LA will not be responsible for formalizing contract documents for execution between client and contractor. A Conformed document set can be created and issued to the contractor by the LA on a T&M basis if desired by the County.

#### **Task VI Deliverables**

- ☐ Project management

**Exhibit A**  
**Scope of Phase II Services**

- ☐ Pre-bid Agenda
- ☐ Addenda documents/responses
- ☐ Bid tabulations in digital format
- ☐ Contract documents

**Task VI Meetings**

- ☐ Ongoing coordination with team (emails, phone, etc.)
- ☐ Participation in bi-weekly conference calls with client
- ☐ Pre bid meeting
- ☐ Final selection review meeting with County

**TASK VII: Construction Observation (40 Weeks)**

The general objective for this phase of the work is to provide observation of the construction process and ensure the quality of the final product. The LA will endeavor to secure compliance by the Contractor to the plans and specifications. However, the LA will not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work. The LA will not be responsible for the Contractor's errors or omissions or failure to carry out the work in accordance with the Contract Documents. It is anticipated that the LA will participate in many hours per week for this phase. It is anticipated that the construction of this project will be completed in a maximum of 12 months.

**Task VII Deliverables**

- ☐ Pre-construction Meeting – Meet with the County and Contractor to discuss the construction of the project, including project requirements, communication procedures, project scheduling, personnel, laboratory testing requirements (by County), field inspection, construction staking, pay requests, assisting County in preparation of pre-construction conference agenda prior to meeting, and other pertinent matters that may impact the project
- ☐ Field Reporting – A member of the LA will be on site at least one time per week. A report of activity, direction or progress will be issue to the Owner for each site visit. As the prime consultant, LA will perform up to forty(40) site visits and coordinate visits by other consultants on the team
- ☐ Pay Application Review – The LA will review requests for payment submitted by the general contractor and advise the County on consistency with field conditions. The LA will issue direction to the County for consideration
- ☐ Change Order Reviews – The LA will prepare and process routine change orders as they pertain to the original scope of work. The LA team shall have ten (10) working days to receive, review, and route reviews back to the County for distribution to the contractor. The LA will expedite critical reviews as much as possible at the request of the contractor or County
- ☐ Submittal Reviews – The LA will review and respond to applicable submittals, shop drawings, laboratory testing reports, field change requests, and requests for information. The LA will provide written responses to requests for information or clarification to the County or Contractor. LA will create applicable CCD's and ASI's, if necessary, as a response to these items.

**Exhibit A**  
**Scope of Phase II Services**

- ☐ Project Closeout – Upon substantial completion of construction, the LA will conduct a final project walkthrough with the Contractor and Owner. LA will provide a comprehensive punch list of outstanding issues for completion or discussion prior to release of contractor bonds.

**Task VII Meetings**

- ☐ Up to twenty (20) conference calls with Client
- ☐ Up to forty (40) Owner-Architect- Contractor site meetings
- ☐ Up to forty (40) site visits
- ☐ Up to one (1) Pre-construction meeting

LA anticipates that construction drawings will be fully coordinated by the entire design team, which will result in less RFI's in the field. LA will respond to applicable site/landscape RFI's during the duration of the construction.

**EXCLUSIONS:**

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

- Marketing and collateral material such as renderings, graphics, etc. not listed in the scope of work;
- Services required because of changes to the Project including but not limited to changes in size, quality and complexity, schedule, program, or budget;
- The preparation of alternate conceptual directions and/or alternate solutions after the completion of the schematic design;
- Services in conjunction with permit submissions, applications, and/or presentations to regulatory agencies not listed in inclusions in Phase I of this contract;
- Coordination and documentation of LEED certification;
- The preparation of special presentation drawings at request of Client for project promotion and fundraising purposes;
- Deductive or additional change orders requested by Client after the completion of construction documents;
- Plan preparation for and construction observation of portions of the project let on a segregated bid basis;
- The observation and administration of construction for discrete projects or items which may begin prior to completion of schematic design or design development;
- Services required as a result of the default or insolvency of the contractor;
- Preparation of record drawings or of measured drawings of existing conditions;
- Additional time required in the construction observation phase other than the hours indicated in the Basic Services of the agreement;
- Additional meetings other than the number indicated in Basic Services of the agreement;
- Off-site utility and roadway extension;

**Exhibit A**  
**Scope of Phase II Services**

- Off-site traffic signage;
- Off-site turn lane warrant study;
- Platting;
- Access management study;
- Permitting other than what is listed in scope;
- Permitting fees;
- Additional work, such as extensive Endangered Karst Invertebrate habitat evaluation and extensive excavations (beyond 10 minutes of hand excavation); and
- Preparation of Section 404 permitting documentation for the Jurisdictional Water Assessment.

**Attachment A**  
**Project Area of Phase I Construction**

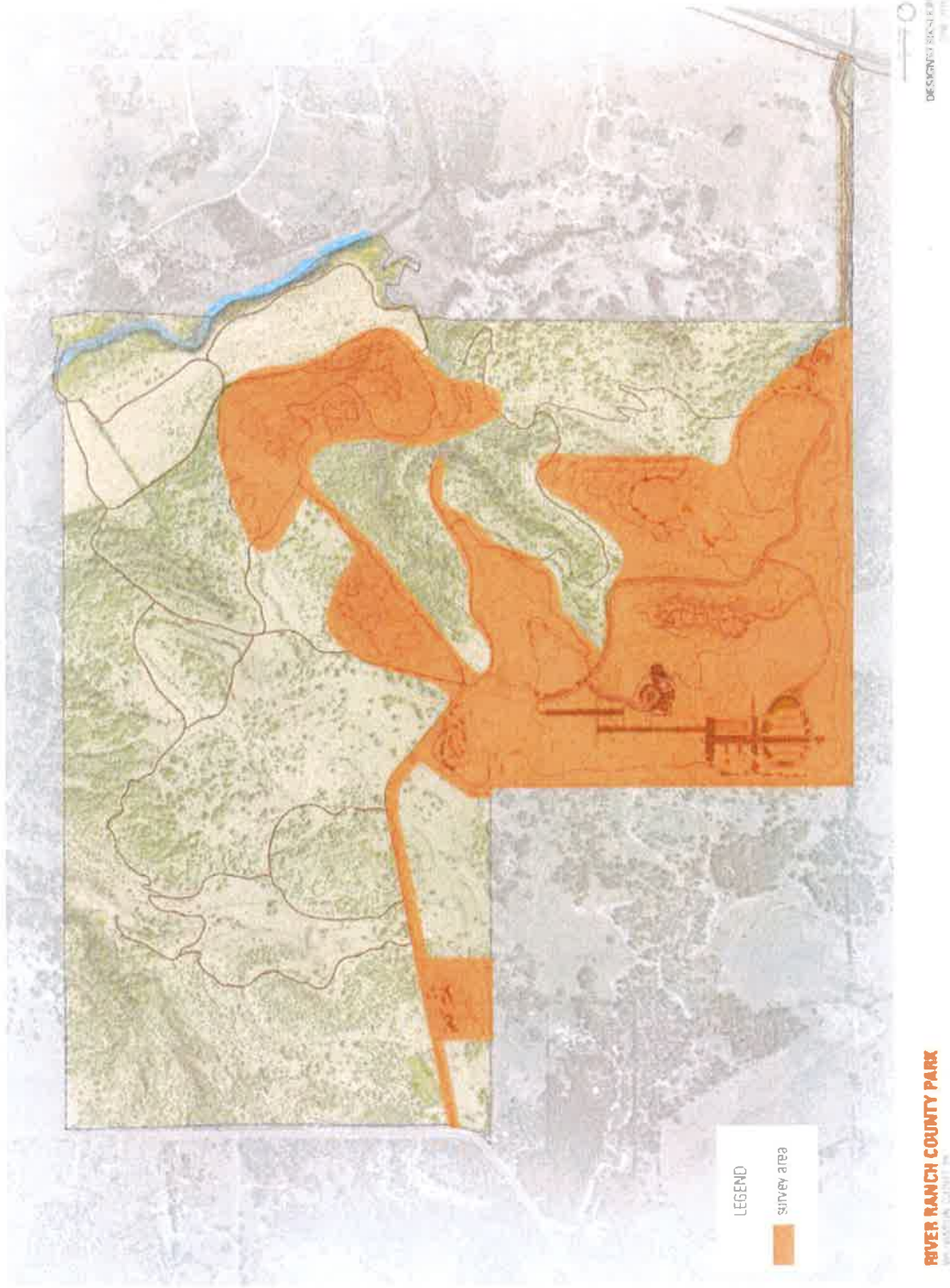
ATTACHMENT A | PHASE I PROJECT AREA



**RIVER RANCH COUNTY PARK**  
WILSON COUNTY, TEXAS

## Attachment B Survey Area

ATTACHMENT B | SURVEY AREA



**Exhibit B**  
**Hourly Rates**

Principal: \$225-\$250

Project Manager: \$110-\$175

Project Designer: \$80-\$175

Project Assistant: \$65-\$90

**Exhibit C**  
**Production Schedule**

The following is an anticipated schedule of activities for Task III through Task VII of this project:

- Task III: Environmental and Cultural Mapping (16 Weeks)
- Task IV: Design Development (16 Weeks)
- Task V: Construction Documents (16 Weeks)
- Task VI: Bidding and Negotiation (8 Weeks)
- Task VII: Construction Observation (40 Weeks)



## **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.

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*Adopted Version April 7, 2014*

- 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

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*Adopted Version April 7, 2014*

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**

- 8.1 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.