



## **AGREEMENT FOR PROFESSIONAL PLANNING/LANDSCAPE ARCHITECTURAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS**

**THIS AGREEMENT FOR PROFESSIONAL PLANNING/LANDSCAPE ARCHITECTURAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS** ("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 **Halff Associates, Inc.**, a Texas corporation, hereinafter "L/A."

### **R E C I T A L S**

**WHEREAS**, County desires to update its 2008 Williamson County, Texas Comprehensive Parks Master Plan, hereinafter called the "Project", in order to continue to provide: the framework of orderly and consistent planning and development; detailed facts concerning the community and the County through inventories and research; establish priorities through a community based needs analysis, and through public input; direction with park land acquisition, open space needs, and in development to meet future needs; and meet grant requirements from a variety of sources, to include the Texas Parks and Wildlife Department grant program.

**WHEREAS**, the County further desires that the L/A perform certain professional Landscape Architectural Services in connection with the Project; and

**WHEREAS**, the L/A represents that it is qualified and desires to perform such services;

**NOW, THEREFORE**, the County and the L/A, 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 This Agreement is based on the Initial Project Information set forth in this Article 1.

§ 1.2 The County's anticipated dates for commencement and Substantial Completion of the Work are set forth below:

- .1 Commencement date: In June of 2017, as set out in County's Notice to Proceed.
- .2 Completion date: L/A will perform the Basic Services outlined in Exhibit "A" within 12 calendar months from the date of the County's Notice to Proceed.

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

§ 1.4 The Services covered by this Agreement are subject to a County-approved budget. In the absence of an express provision to the contrary in this Agreement, the L/A 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 L/A represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the Services and perform its obligation under this Agreement and under the Contract Documents. L/A further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, and contract administration of projects of similar or like size, complexity, and nature as the above-described Project; (b) the County is relying on L/A's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Services and its obligations under this Agreement; (c) the L/A will assign to this Project qualified individual landscape architects, as required, and experienced personnel to manage those professionals, as needed, to ensure the quality of performance required herein; and (d) the Basic Services Fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

§ 1.6 **Limit of Appropriation.** Prior to the execution of this Agreement, L/A has been advised by County and L/A clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement—that County shall have available the total maximum sum of **\$100,000.00** specifically allocated to fully discharge any and all liabilities which may be incurred by County in bringing the Project to an absolute conclusion, resulting in a complete, fully useable Comprehensive Park Master Plan. All fees and compensation of any sort to the L/A and consultants, and any and all costs for any and all things or purposes inuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision

of this Agreement which might in any light by any person be interpreted to the contrary. L/A does further understand and agree—said understanding and agreement also being of the absolute essence of this Agreement—that the total maximum compensation that L/A may become entitled to hereunder and the total maximum sum, including any amounts for reimbursable expenses, that County shall become liable to pay to L/A hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of **\$100,000.00**.

## **ARTICLE 2 L/A's RESPONSIBILITIES**

**§ 2.1** The L/A shall provide the Basic Services set forth in Exhibit "A" of this Agreement (the "Basic Services" or "Services"). The L/A will provide all professional services necessary to complete the Project. The L/A agrees that the Basic Services Fee, stated in Article 11, represents adequate and sufficient compensation for the timely provision of all professional Basic Services necessary to complete the Project and prepare Documents that fully indicate the requirements of the Project. Work, 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 consulting services that become necessary as a result of an County-directed change in Project scope affecting the L/A (and that are subject of a written agreement for Additional Services).

**§ 2.2** The L/A 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 L/A shall perform its services expeditiously in accordance with the schedule developed hereunder.

**§ 2.2.1** The L/A agrees that its Services shall conform to all federal, state, and local statutes and regulations governing its Services and the Project. The L/A agrees that this duty is non-delegable and the L/A, 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 Agreement shall be construed to eliminate or diminish the L/A's responsibility for compliance 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 L/A shall identify a representative authorized to act on behalf of the L/A with respect to the Project. Once approved by County, the L/A's designated representative shall not be changed without the County's written approval.

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

**§ 2.5 Insurance.** The L/A shall maintain all forms of insurance required below, or by the laws in the State of Texas. In addition to professional liability insurance, the L/A 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 L/A shall ensure that all of L/A's subconsultants engaged or employed by the L/A carry and maintain similar insurance covering their respective portions of the Services. The L/A 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
<ul style="list-style-type: none"> <li>Williamson County shall be named as Additional Insured(s)</li> <li>Waiver of Subrogation shall apply in favor of Williamson County</li> <li>30-day notice of cancellation</li> </ul>	

**.2 Automobile Liability**

Any one accident or Loss	\$1,000,000
<ul style="list-style-type: none"> <li>Such coverage shall apply to Owned, Hired, and Non-Owned Automobiles</li> <li>Williamson County shall be named as Additional Insured(s)</li> <li>Waiver of Subrogation shall apply in favor of Williamson County</li> <li>30 days' notice of cancellation</li> </ul>	

**.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
<ul style="list-style-type: none"> <li>A Waiver of Subrogation shall apply in favor of Williamson County</li> <li>30 Days' Notice of Cancellation</li> </ul>	

**.4 Professional Liability**

Each Claim	\$2,000,000
General Aggregate	\$2,000,000
<ul style="list-style-type: none"> <li>Any deductibles or self-insured retentions over \$250,000 must be declared and approved in writing by Williamson County in advance.</li> </ul>	

### **ARTICLE 3 SCOPE OF L/A'S BASIC SERVICES**

§ 3.1 The L/A shall provide those Basic Services described in Article 3, 2.1 and Exhibit "A", including the usual and customary services, unless specifically provided elsewhere.

§ 3.1.1 The L/A shall manage the L/A's services, consult with the County, research applicable criteria, attend Project meetings, communicate with members of the Project team and report progress to the County. L/A 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 L/A shall coordinate its services with those services provided by the County. The L/A shall be entitled to rely on the accuracy and completeness of services and information furnished by the County when that information is transmitted by the County to the L/A and is designated by County to be reliable. The L/A shall provide prompt written notice to the County if the L/A 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 L/A shall submit for the County's approval a schedule for the performance of the L/A's services. The schedule initially shall include anticipated dates for the Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the County's review, 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 L/A. With the County's approval, the L/A shall adjust the schedule, if necessary as the Project proceeds..

§ 3.1.4 The L/A 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.

§ 3.2 The minimum Basic Services to be provided by the L/A shall be as set forth in Exhibit "A" of this Agreement.

### **ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 The County may request Additional Services of the L/A. Additional Services will be requested by the County, and confirmed in writing. Should the County request services that the L/A believes to be outside the scope of Basic Services, the L/A shall, before performing those services, inform the County in writing of the L/A'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 L/A shall not proceed to provide Additional Services until the L/A 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 L/A, any Additional Services provided in accordance with this Section 4.2 shall entitle the L/A to compensation pursuant to Section 11.3 and an appropriate adjustment in the L/A's schedule. Upon recognizing the need to perform Additional Services, the L/A shall notify the County with reasonable promptness and explain the facts and circumstances giving rise to the need. **The L/A shall not proceed to provide Additional Services until the L/A 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. L/A and County acknowledge that the information provided is subject to change, but that the Basic Services Fees indicated herein take that change into account.

§ 5.2 Intentionally Deleted.

§ 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 L/A 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 L/A; and the County may modify the scope of authority of the designated representative in like manner. The County shall render decisions and approve the L/A's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the L/A's services. The County's representative shall not have any right to modify, amend or terminate this Agreement or issue authority to L/A to perform Additional Services unless otherwise granted such authority by the Williamson County Commissioners Court.

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

§ 5.5 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 L/A's negligence or failure to perform.

## **ARTICLE 6 INTENTIONALLY DELETED**

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The L/A and the County warrant 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 L/A hereby assigns to the County, without reservation, all copyrights in all Project-related documents, models, photographs and other expression created by the L/A. Among those documents are certain “Instruments of Service”. The County’s obligation to pay the L/A is expressly conditioned upon the L/A obtaining a valid assignment of copyrights from its subconsultants in terms similar to those that obligate the L/A to the County as express in this Article 7, which copyrights the L/A, in turn, hereby assigns to County. The County, in return, hereby grants to L/A and its subconsultants a revocable, nonexclusive license to reproduce the documents for purposes relating directly to the L/A’s performance of its obligations under this Agreement, to the L/A’s archival records, and for the L/A’s reproduction of drawings and photographs in the L/A’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 L/A or upon termination of this Agreement. This nonexclusive license granted in this Agreement to the L/A may be sub-licensed to the L/A’s subconsultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon L/A’s assignment of this nonexclusive license to another or its attempt to do so.

**§ 7.3** The L/A shall obtain similar nonexclusive licenses from the L/A’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 landscape architect, the L/A 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 L/A 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 L/A, 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 L/A or its consultants.

**§ 7.6** The L/A 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 L/A 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 L/A 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 L/A 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 L/A 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 L/A 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 L/A, 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 L/A. 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 L/A 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 L/A shall give the County 21 days’ written notice of the L/A’s intention to terminate or suspend the Services under this Agreement. The notice shall detail the L/A’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 L/A that are otherwise due hereunder, the L/A 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, L/A 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 L/A, the L/A 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 L/A. 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 L/A, the L/A 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 L/A, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Services to be provided by the L/A are deemed to be personal in nature and the L/A may not assign its interest or obligations under this Agreement without the written consent of the County.

**§ 10.4** If the County requests the L/A to execute certificates, the proposed language of such certificates shall be submitted to the L/A for review. If the County requests the L/A to execute consents, the L/A shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the L/A for review. The L/A 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 L/A.

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

§ 10.8 If the L/A 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 L/A's Basic Services, the County shall compensate the L/A on a lump sum basis for a not to exceed amount of **\$98,990.00**.

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

A lump sum amount to be agreed upon, in advance, between County and L/A. Alternatively, if approved by County, in advance and in writing, L/A'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 L/A as follows:

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

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

#### **§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 L/A 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 attached hereto as Exhibit D and is incorporated herein by reference. Reimbursable Expenses are in addition to compensation for Basic 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 L/A without mark-up.

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

#### **§ 11.10 PAYMENTS TO THE L/A**

§ 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 L/A's Services, the L/A shall submit a sworn statement to the County's designated representative, along with timesheets detailing hours worked, 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 L/A for Additional Services. In the event that L/A'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 L/A or L/A's subconsultants, the charges shall be accompanied by an affidavit signed by an officer or principal of the L/A 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 L/A's invoices within twenty-one (21) days of receipt and approve them, or request modifications consistent with this Agreement. Once County approves the L/A'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 L/A, County shall notify L/A 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 L/A, L/A shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by L/A 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, L/A 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.** L/A 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. L/A 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 L/A which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. L/A agrees that County shall have access during normal working hours to all necessary L/A 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 L/A 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 L/A shall provide prompt written notice to the County if the L/A 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 L/A's Instruments of Service.

**§ 12.2** L/A 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 L/A, L/A'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH L/A INCLUDING, WITHOUT LIMITATION, L/A'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH L/A EXERCISES CONTROL.

**§ 12.3** L/A 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 L/A'S FAILURE TO PAY L/A'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY L/A.

**§ 12.4** L/A 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 L/A IN THE PERFORMANCE OF THIS CONTRACT.

**§ 12.5** THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT L/A'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 L/A IS NOT LEGALLY LIABLE, L/A'S OBLIGATIONS SHALL BE IN PROPORTION TO L/A'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 L/A, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH L/A EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN L/A IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. L/A SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT L/A, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH L/A 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 L/A, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH L/A EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

**§ 12.7** Intentionally Deleted

#### **§ 12.7.1 Intentionally Deleted**

**§ 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](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, the 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 L/A 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 L/A, 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 L/A.

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

- .1** This Agreement for Landscape Architectural Services;
- .2** Exhibit A: Scope of Basic Services;
- .3** Exhibit B: Basis of Compensation and Hourly Rates;
- .4** Exhibit C: Production Schedule;
- .5** Exhibit D: Williamson County Vendor Reimbursement Policy

**§ 13.3** This Agreement is not effective until signed by the County and L/A. 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 L/A's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that L/A 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)**

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

Dan A. Gattis,  
Williamson County Judge

Date Signed: 06-12 \_\_\_\_\_, 2017

**HALFF ASSOCIATES, INC. (L/A)**

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

(Signature)

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

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

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

**EXHIBIT “A”**  
**SCOPE OF BASIC SERVICES**

**Williamson County Comprehensive Park Master Plan**  
**Williamson County, Texas**

The following is the scope of services to be provided by Halff Associates, Inc. for Williamson County, Texas. This scope includes an update to the County’s Comprehensive Park Master Plan. In this scope of work, County staff and elected officials are referred to as “Staff.” Halff Associates Inc., is referred to as “Halff”, “Halff Associates” or “L/A.” Williamson County, Texas is referred to as “County.”

**PLANNING PROCESS ASSUMPTIONS**

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The County’s 2008 Comprehensive Parks Master Plan [hereafter “Parks Master Plan”] will be used as a starting point for this planning effort.
2. The County will provide the most recently available base data and mapping for each park in CADD and/or GIS shapefile format.
3. The County will provide electronic and printed copies, as available, of all previously prepared background information, studies and data that is appropriate for a comprehensive park planning effort such as this.
4. The County will be responsible for advertising all notices and announcements for public meetings or events conducted as part of this process, including postings on the County website, press releases to area newspapers and mass media, and legal notifications and postings where necessary. Halff will assist by preparing electronic files for up to 11” x 17” flyers/posters (as may be necessary) and email notifications that can be distributed by County staff conducting media interviews to publicize events.
5. County staff will coordinate and schedule all meetings that may be required as part of this process.
6. Because of the graphic nature of the park elements and ideas suggested as part of this plan, the draft and final report documents will be prepared in original Adobe “In-Design” format. Report documents will be provided to the County in PDF format suitable for distribution electronically and posting to the County website.
7. Tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may deviate from the sequence shown in this scope of work.
8. Cost projections prepared as part of this effort, if applicable, are understood to be at a planning level, and are prepared prior to any detailed design for individual projects. These Opinions of Probable Construction Costs will use professional judgment and are at an order-of-magnitude



level. Such OPCC will vary as more detailed design occurs and as inflationary influences occur.

9. Stakeholder and planning meetings will be scheduled on concurrent days and evenings for greater project efficiency.
10. Any additional meetings beyond those shown in this scope of work will be considered an additional service and are not included in this scope of services.
11. The final deliverable will include a comprehensive update to the County's Parks Master Plan.

## **SCOPE OF WORK**

The planning effort scope of work is as follows:

### **1.00 Project Initiation, Branding, Management, Pre-Planning & Existing Conditions**

#### **1.01 Project Initiation, Branding, and Management**

- a. **Project Initiation Teleconference** – Teleconference or WebEx videoconference project initiation and coordination meeting with County staff to finalize project goals, establish lines of longer-term communication, and determine the final public involvement strategy.
- b. **Park Master Plan Template** – As part of the project initiation, Halff will develop a project brand which will be used as part of all public outreach and document materials.
- c. **Project Management** – During the course of the project, coordination regarding scheduling of meetings and deliverables, and invoicing and progress reports will be prepared to ensure that the project is managed and proceeds according to the professional services agreement and this scope of services.

#### **1.02 Pre-Planning and Existing Conditions**

- a. **Assemble list of requested files and information** – Submit list of required information to County staff, including demographic data, usage data, and summaries of existing facilities in each park, and other applicable previous or ongoing studies and GIS information. GIS information provided should include most recent aerial photography of the overall County, as may be available. County staff will also need to help coordinate obtaining relevant park master plans from cities and MUDs in the county, as may be needed.
- b. **Develop base mapping** – Use background base data provided by the County to prepare an updated base map of the County's park system. Note that it will be the responsibility of the County to ensure the County parks GIS data and inventory are accurate.
- c. **Demographic profile** – Incorporate demographic and socioeconomic data and population projections as may be available by the County.

**Product by Halff** – Obtain background data and base files from County staff, determine accuracy and coordinate needed revisions with County staff, and develop base mapping for the County’s overall park system. Except as stated herein, Halff is not responsible for increasing the accuracy and precision or otherwise improving data received from the County.

**Task Components by County Staff** – The County shall provide digital copy of applicable background plans, documents, and base inventory and GIS data (as may be available) as requested by Halff so that Halff has the necessary resources to undertake the project.

## **2.00 Public Engagement**

The overall public engagement portion of the project includes five to six on-site visits which may include multi-day efforts per visit. These on-site visits include the multi-day public project kick-off, field reconnaissance, meetings with key stakeholders, individual and group meetings with the County Judge and Commissioners Court, Town Halls, and other essential on-site public engagement efforts.

### **2.01 Staff Kick-off Meetings, Key Person Interviews, and Parks Site Tour (Visit # 1)**

- a. **Conduct kickoff meeting with County Parks and Recreation Director** – Review project schedule, objectives of the effort, public input process and major milestones.
- b. **Key person interviews** – As a group, meet with other key County officials and staff as may be necessary.
- c. **Conduct review of existing park and recreation facilities** – Coordinate with County staff to conduct a driving tour the County’s park and open space system to get a first-hand perspective of the issues, challenges, and opportunities facing the County.

**Product by Halff** – Attend and facilitate project kick-off meetings with County staff.

**Task Components by County Staff** – Organize and attend initial meeting and meetings with key County officials.

### **2.02 Meetings with Commissioners (Visits # 1, 2, 3, 4, and 5)**

- a. **Individual / Small Group Meetings.** Halff will meet individually, or in small groups, with the County Judge and each of the four Commissioners at three different points of the planning process. These include during Visit # 1 (the project kick-off), Visit # 2 (to discuss preliminary recommendations prior to the Town Hall Meetings), and during Visit # 4 (prior to consideration of adoption). The County Judge and each of the Commissioners will be invited to attend their individual precinct Town Hall Meeting during Visit # 3.
- b. **Court Meetings.** Halff will facilitate up to two Commissioner Court meetings, if necessary, to present the Comprehensive Park Master Plan for consideration of adoption (Visit # 5).

**Product by Halff** – Attend and facilitate individual and Commissioner Court meetings; provide recommendations and electronic materials for agenda items including handouts/presentations, as may be needed or appropriate.

**Task Components by County Staff** – Schedule and advertise meetings as may be required by state law.

### **2.03 Stakeholder Focus Groups (Visit # 1)**

- a. **Facilitate four 1.5-hour focus group meetings with key stakeholder groups** – On the same day as the staff kick-off meetings, Halff will conduct four 1.5-hour focus group meetings with key stakeholders. These three small-group listening sessions should be comprised of 15-20 people per meeting and are intended to identify important community issues and their recommendations for the future of the County's park and open space system. Meetings with the following potential stakeholders are suggested, but may be altered based on suggestions by County staff and officials:

1. USACE, TPWD, LCRA, USFWS, and federal and state officials;
2. City park directors and other departmental staff;
3. Municipal Utility District (MUD) staff;
4. Park and trail users;
5. Conservation groups;
6. Others as may be pertinent to the master planning effort.

**Product by Halff** – Prepare list of stakeholder questions, facilitate discussion with stakeholder focus groups, document with notes that are to be incorporated into draft and final text content of the Parks Master Plan document.

**Task Components by County Staff** – Prepare list of key entities or individuals for focus group meetings, organize and schedule meetings, notify and RSVP with attendees, attend meetings to provide local context, and provide basic refreshments.

### **2.04 Online Community Survey**

- a. **Survey purpose and distribution** – In order to solicit appropriate and specific feedback from the citizens of Williamson County, it is recommended that an online community survey be prepared and administered as part of this project. An introduction to the survey will clarify the County's role in providing parks and recreation as it relates to the unincorporated areas of the County. This will be used as an education opportunity to help define the role of the County to the citizens prior to asking them to identify their community preferences for the future of the County's parks, recreation, and open space system. Developing and administering an online citizen survey includes the following:

1. An electronic online survey which will be posted in SurveyMonkey® and cross-linked to the County's Home Page on the website.
2. A survey announcement which can be transmitted electronically, or as part of a newsletter or postcard in the mail.

3. A hard copy of the survey which can be disseminated by County staff at County facilities (note that hard copy survey responses will need to be transferred into the online survey tool by County staff).
- b. **Survey results and feedback** – The raw results of the online survey will be provided to County staff and a summary overview of pertinent results will be included in the plan document.

**Product by Halff** – Prepare draft survey questions; refine survey questions based on County staff comments; post survey online using SurveyMonkey®; provide County staff with a digital copy of the hard copy survey for County staff dissemination; provide raw survey results; tabulate pertinent survey results and prepare summary for inclusion plan document.

**Task Components by County Staff** – Review list of survey questions and provide feedback; distribute paper survey at County facilities, if warranted or necessary.

## **2.05 Town Hall Meetings (Visit # 3)**

- a. **Open house public meetings purpose and intended audience** – The purpose of the Town Hall public meetings are to solicit communitywide feedback on the Park Master Plan recommendations developed from the project scope, kick-off public engagement activities, Commissioners Court direction and guidance, and the survey. The meeting will include a brief presentation about the project and then transition into an open-house, come-as-you-want format. In order to solicit communitywide feedback, this meeting should be widely advertised by County staff.
- b. **Meeting location and timing (Visit # 3)** – As part of Visit # 3, Halff will facilitate four separate two-hour Town Hall meetings, one in each Commissioner precinct. These will occur during the evening. Halff will prepare displays, meeting signs, and sign in sheets as appropriate. Halff will prepare a meeting flyer and an “e-blast” that can be used to promote the meeting. Meeting advertising (including newspaper advertisement, stakeholder notification, posting on the County home page and distribution of flyers) will be by the County. Halff will develop a summary of feedback comments received during the meeting and associated priorities generated by the citizen feedback which will be incorporated into the final Parks Master Plan document.

**Product by Halff** – Meeting preparation and setup, conduct meeting with displays and presentation. Prepare summary of citizen input for inclusion in Parks Master Plan document.

**Task Components by County Staff** – Advertise meeting, coordinate location choice and setup.

### 3.01 Inventory of Existing Parks & Open Space Facilities

- a. **Map parks and open spaces by type** – Inventory data to be provided by County staff will include the number and type of facilities in each County park. From this data, Halff will prepare updated map exhibits including the general geographic location of all park and open space facilities in Williamson County. Facilities to be shown include:
  1. Existing parks, recreation facilities, open spaces, and trails;
  2. Existing recreation/civic facilities; and
  3. County owned properties, including undeveloped properties.
- b. **Prepare a tabular summary of facilities** – From the base inventory provided by County staff, Halff will prepare updated inventory exhibits in table format.
- c. **Conduct a field review of existing parks and open spaces** – Halff will conduct a reconnaissance of key parks in Williamson County, as identified by the County. This task will result in photographs and notes regarding characteristics of each park.

**Product by Halff** – Halff shall, based on information provided by the County, prepare a map that illustrates the geographic location of facilities in the County. Halff shall prepare a brief park profile of each County park.

**Task Components by County Staff** – The County shall provide data for each existing park, including address, size, current classification, inventory, general condition of existing facilities in each existing park, and summary of issues related to each site.

### 3.02 Evaluate Level of Service for Parks and Open Space

- a. **Calculate current level of service (CLOS)** – Review the previously adopted Williamson County Comprehensive Park Master Plan to identify existing standards and to determine if recommend adjustments or new standards are appropriate to identify the CLOS.
- b. **Develop target levels of service (TLOS)** – Develop a TLOS for parkland, amenities, and facilities to meet the needs of current and future populations. Use NRPA standards or similar area standards as starting points for comparison only.
- c. **Compare recommended to actual** – Compare recommended spatial facilities to actual number of facilities, and develop tables that illustrate deficiencies in each category.

**Product by Halff** – Halff shall draft park facility standards in table and written format.

**Task Components by County Staff** – The County shall provide previous park facility standards; and review and comment on proposed Target Levels of Service.

### **3.03 Parks & Open Space Needs Assessment**

- a. Written summary** – Halff will prepare a written summary of needs, to include areas of significant deficiencies, in terms of land area and specific types of facilities. Halff will compare recommended standards to actual conditions to determine deficiencies.
- b. Mapping** – Halff will prepare maps as appropriate that demonstrate key needs.

**Product by Halff** – Halff shall prepare a summary of system needs in text, table and plan format. Halff shall prepare a map illustrating key needs, and transmit to County for review and comment.

**Task Components by County Staff** – The County shall review needs assessment and comment as appropriate.

### **3.04 Parks & Open Space Recommendations & Strategies**

- a. Recommendations** – Based on the current and anticipated growth in the County, Halff shall consider and provide recommendations to implement the community vision for the future and to address specific needs identified during the needs assessment phase of the Parks Master Plan. Recommendations may be either Countywide or targeted to specific sectors of the County. These recommendations and strategies will generally be categorized as follows:
  - 1. Land Acquisition Framework;
  - 2. Park & Facility Development;
  - 3. Park Improvements;
  - 4. Regional connectivity considerations; and
  - 5. Policy Recommendations.

**Product by Halff** – Halff shall prepare a summary of recommendations in text, table and plan format. Halff shall prepare a map illustrating potential physical project recommendations.

**Task Components by County Staff** – The County shall review and provided feedback on preliminary recommendations.

### **3.05 Regional Connectivity**

- a. Evaluation** – Halff will review the existing Williamson County Trails Plan Map to evaluate opportunities to further connect the County-wide trail system, particularly as it relates to connecting the County park system to a regional system.
- b. Trails Opportunities Map** – Halff will prepare a trail opportunities map which evaluates key County-wide regional connections which may warrant further evaluation during the next update to the Trails Plan.

**Product by Halff** – Halff shall prepare a map illustrating key trail connection opportunities and system recommendations.

**Task Components by County Staff** – The County shall provide the latest information on the County trail network and provide feedback on preliminary trail opportunity recommendations.

#### **4.00 Final Parks Master Plan Document & Approval**

##### **4.01 Prepare Public Hearing Draft of Parks Master Plan**

- a. Final Parks Master Plan recommendations** – A final Parks Master Plan document will be prepared based on the public input findings and the conclusions of the recommendations phase.
- b. Organization and content** – It is intended that the Parks Master Plan document be organized as follows (Note: the document will be prepared in Adobe In-Design, to accommodate graphic images and photographs more readily than Microsoft Word):
  - 1. Introduction
  - 2. Context
  - 3. Vision and Needs
  - 4. Plan Recommendations
  - 5. Implementation (priorities, phasing, and potential funding)

##### **4.02 Final Review by County Staff & Commissioners Court**

- a. Post electronic copy for citizen review** – Transmit a PDF of the Parks Master Plan final draft document to County staff for posting on the County’s website for review and comment. The County will transmit electronic email blast to its contacts notifying them that the draft is available for review.
- b. Commissioners Court public hearing and consideration of adoption** – During Visit # 5, Halff will present the final Parks Master Plan document to the Commissioners Court at a public hearing.

**Products by Halff** – Prepare a public hearing draft of the Parks Master Plan document and submit electronic original to County staff, present to Commissioners Court for recommendation and consideration of adoption.

**Task Components by County Staff** – Advertise meetings (including meeting state public notification requirements for a public hearing), coordinate location choice and setup.

##### **4.03 Prepare & Deliver Adopted Parks Master Plan**

- a. Submit final document original** – Provide electronic versions of all original files related to the Parks Master Plan. Provide 10 full-color, bound copies of the adopted Parks Master Plan.

- b. **Additional copies** – Printing of additional copies beyond that identified in 4.03(a), above, shall be considered an additional service.

#### **4.04 Prepare an Executive Summary Brochure Flyer of the Parks Master Plan**

- a. **Prepare Executive Summary** – Post-adoption, Halff will provide a highly graphic brochure flyer which will serve as a standalone executive summary to the full adopted Parks Master Plan.

#### **APPROACH TO DELIVERABLES**

Halff will provide draft/interim deliverables as prepared for each task of the project. These deliverables will be used for public outreach and input, to facilitate meetings and receive feedback, and to complete the project. All draft/interim deliverables will be provided to the County in an electronic format (e.g., Adobe PDF) for ease of file transfer, reproduction, and distribution.

It is the responsibility of the County's Project Director to coordinate, compile and forward in a consolidated manner all review comments, feedback, and/or requested/suggested revisions to such draft/interim deliverables. The project budget assumes original drafting of each deliverable and one consolidated revision upon receipt of compiled comments from the County's Project Director. Only minor revisions will be made following adoption of the plan to produce a final plan document. Substantive revisions may require additional services depending on their nature and the current budget status.

#### **ADDITIONAL OR CONTINUING SERVICES**

During the course or at the conclusion of the project, the County may deem it necessary to schedule more meetings, request further research, or otherwise engage Halff in additional work efforts not anticipated at project initiation or through the Scope of Services set out herein. Any such additional services shall be obtained and performed in accordance with the terms of the Agreement and approval of a corresponding increase in the maximum not-to-exceed amount set out in Exhibit B, *Basis of Compensation*, and, if necessary, the time of performance as set out in Exhibit C, *Anticipated Schedule for Completion*.

**End of Attachment 'A' – Scope of Services**



**EXHIBIT 'B'**  
**BASIS OF COMPENSATION AND HOURLY RATES**

**Williamson County Comprehensive Parks Master Plan**  
**Williamson County, Texas**

**Basis of Compensation for Basic Services**

Half Associates will provide labor and personnel to perform the Basic Services outlined in Exhibit “A” on a lump sum basis for a not to exceed budget of **\$98,990.<sup>00</sup>**. Fees for services will be billed on a monthly basis, based on the percentage of work completed. The base scope of work includes:

Williamson County Comprehensive Park Master Plan	
Phase 1 - Project Initiation, Branding, Mgmt; Pre-Planning, Ex. Conditions	\$8,840
Phase 2 - Public Engagement	\$34,730
Phase 3 - Draft Parks Master Plan Document	\$43,840
Phase 4 - Final Parks Master Plan Document & Approval	\$10,080
Budget for All Phases (1 Through 4)	\$97,490
Direct Expenses (travel, on-site, and other expenses such as 10 final copies)	\$1,500
Estimated Total Project Cost	\$98,990

**Hourly Rates**

Job Title	Hourly Rate
Principal	\$ 250.00
Project Manager/Sr QC	\$ 225.00
Senior Project Engineer (PE)	\$ 200.00
Project Engineer IV (PE)	\$ 185.00
Project Engineer III (PE)	\$ 175.00
Project Engineer II (PE)	\$ 150.00
Project Engineer I (PE)	\$ 130.00
Engineer in Training II	\$ 115.00
Engineer in Training I	\$ 105.00
CADD/GIS Tech II	\$ 95.00
CADD/GIS Tech I	\$ 85.00
Survey Manager (RPLS)	\$ 225.00
Surveyor (RPLS)	\$ 200.00
SUE Manager	\$ 150.00

Survey/SUE Tech	\$ 105.00
Survey Crew (2-Man)	\$ 145.00
Sr Landscape Architect	\$ 175.00
Landscape Architect II	\$ 150.00
Landscape Architect III	\$ 100.00
Sr. Environmental Scientist	\$ 205.00
Environmental Scientist II	\$ 160.00
Environmental Scientist I	\$ 110.00
Contract Administrator	\$ 85.00
Administrative Assistant	\$ 70.00
Senior Planner	\$ 160.00
Planner	\$ 110.00

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

**End of Attachment ‘B’ – Basis of Compensation and Hourly Rates**

**EXHIBIT “C”  
PRODUCTION SCHEDULE**

**Williamson County Comprehensive Parks Master Plan  
Williamson County, Texas**

**Schedule for Completion of the Planning Effort** – Halff Associates will perform the Basic Services outlined in Exhibit “A” within 12 calendar months from the date of the County’s Notice to Proceed.

**End of Attachment ‘C’ – Production Schedule**

## 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 \$50.00 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 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**

- 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 (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 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 airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.