

**AGENDA ITEM 27**

Discuss and take appropriate action on Part 1 Design/Build Agreement for the Jail addition and the separate construction management agreement between the owner and architect for the courts addition.

After discussion, this item was tabled until the March 6, 2001 meeting.

**AGENDA ITEM 28**

Consider approving letters of engagement for the Road Bonds project from the following:

Fugro South, Inc.

Hall-Bargainer

Garcia Design, Inc.

Terra-Mar Inc.

Steger & Bizzell

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve letters of engagement for the Road Bonds project from the following:

Fugro South, Inc.

Hall-Bargainer

Garcia Design, Inc.

Terra-Mar Inc.

Steger & Bizzell

Vote: **5 - 0**

< Attachment >

**FUGRO SOUTH, INC.**

8613 Cross Park Drive  
Austin, Texas 78754  
Phone: 512-977-1800  
Fax: 512-973-9966

Williamson County  
c/o Mr. Mike Weaver  
Prime Strategies, Inc.  
1508 South Lamar Boulevard  
Austin, Texas 78704

January 24, 2001  
1001-2769

**Work Order Number 1  
Proposal for Development of  
Countywide Pavement Design Guidelines  
For Williamson County**

In this document we present our proposal to assist Williamson County in the development of countywide Pavement Design Guidelines. This proposal is based on similar Pavement Design Guidelines that we have produced for Bexar and Travis Counties. Development of countywide Pavement Design Guidelines would enable the county to take advantage of the latest research of pavement structures and to match pavement types with the variety of subsurface conditions that exist in Williamson County. This would result in pavements that provided the county with good long-term serviceability and attractive life-cycle costs.

To develop the Pavement Design Guidelines, we propose to break our work down into three Tasks:

**Task 1: Evaluation of Current Design Procedures/Pavement Performance**

- Review of Current Design Procedure(s)
- Review of Pavement Condition Survey Conducted by HDR
- Evaluation of Traffic Data and Collection Procedures
- Review of Geology and Subsurface Conditions

**Task 2: Selection of Design and Evaluation Methodology**

- Material and Subgrade Characterization
- Structural Design
- Performance Prediction

**Task 3: Development of Comprehensive Design Manual**

- Subsurface Exploration
- Engineering Properties of Subsurface Materials
- Traffic Analysis, Determination of Loads

*A member of the Fugro group of companies with offices throughout the world.*



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Pavement Design Procedure  
Use of Nondestructive Testing in Design and Evaluation

The following sections of this proposal describe the scope of our services, expected information to be provided and estimated schedule.

**Task 1: Evaluation of Current Design Procedures and Pavement Performance**

**Review of Current Design Procedures.** We propose spending time with the County Engineer evaluating the current design procedures used by Williamson County. We will also investigate the procedures used by the City of Round Rock, Taylor, Cedar Park, Leander and Georgetown.

**Review of Pavement Condition Surveys.** Surface distress information is typically the most cost effective means of evaluating a pavement performance. Depending on the type of distress present, its severity and extent, an agency can establish what failure mechanisms are most prevalent and what adjustment in design might be warranted. It is our understanding that surface distress evaluations have recently been conducted for all of Williamson County by HDR, Inc. This data will be reviewed to identify differences in performance evident from the various distresses observed, and how to accommodate or address the occurrence of these prevalent distresses in future design recommendations. We will also travel the roads of the county and confirm the distresses documented by HDR.

**Evaluation of Traffic Data and Collection Procedures.** Estimates of historical and future wheel load applications are critically important to the structural evaluation and design of pavements. Pavement damage is a function of both the load and number of axle loads. Therefore, an estimate of the current and projected traffic is required for pavement design, evaluation and rehabilitation. Investigations will be conducted to establish what traffic information is already available as well as what traffic levels are anticipated in the years to come.

**Review of Geology and Subsurface Condition.** We will conduct an abbreviated geologic assessment of subsurface conditions on a countywide basis. This will include assembling available shallow soil mapping and geologic mapping available from the Soil Conservation Services (SCS) and the University of Texas Bureau of Economic Geology. We will do a preliminary correlation of subsurface conditions and pavement condition.





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## **Task 2: Selection of Design and Evaluation Methodology**

With Fugro-BRE, Inc.'s involvement in the development of a national pavement design catalogue and our more recent work on the 2002 AASHTO Pavement Design Guide, much of the investigation of existing design methodologies has already been completed. Using the results of these national research studies in concert with the findings of our evaluations of Williamson County's Design Needs, we can identify the design methodologies that best address our local needs.

**Material and Subgrade Characterization.** Methodology must be established which most accurately characterize the materials common to Williamson County. By relating the properties of the materials available to their impact on performance, design procedures can be established to make the best use of the materials prevalent. The impact of the various subgrade soils on pavement performance in the county can be specifically reflected in the design guidelines provided. Similarly, effects of the base materials utilized here can be addressed to assure that the designs are indicative of the actual performance that has been experienced in Williamson County.

**Structural Design.** Using the results of the material characterization and preliminary evaluations, existing structural design procedures can be "calibrated" to reflect the performance of actual pavements in Williamson County under typical conditions encountered. Straightforward procedures can be defined for the determination of the material characterization to facilitate preparation of pavement designs for Williamson County in the future. Using these same structural design procedures, calculations of remaining life can be conducted on existing pavement facilities to establish future infrastructure needs.

**Performance Prediction.** With the capabilities of the remaining life calculations from the structural design process, evaluations of performance prediction can then be generated. By comparing the results of the remaining life calculations with other performance indicators (i.e. the surface distress data or profile data) relationships can be established to predict performance based on a variety of other data, as desired by the county.

## **Report of Results and Development of Comprehensive Design Manual**

The final report will be assembled in two volumes. The first volume will document the investigations conducted and the development of the design procedures recommended. The





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second volume will present the design procedure itself along with guidelines for its use. Included in the guidelines will be sections to assist prospective pavement designers in the necessary steps to follow in preparing a comprehensive pavement design for Williamson County, as outlined below.

**Subsurface Exploration.** The primary objective of a subsurface investigation or field exploration is to obtain sufficient subsurface data to permit the selection of an appropriate design for the prevalent soil conditions. Details regarding preparation of effective materials sampling and testing plans will be provided, as well as guidance on the how to efficiently complete the required data collection tasks. The intent of this section is to provide guidelines for the exploration and investigation of subsurface conditions for projects to be built utilizing Williamson County Construction Funds.

**Engineering Properties of Subsurface Materials.** A program of laboratory tests to be carried out will be discussed. Information on the classification of the soil, consolidation tests, shrink-swell potential, shearing and bearing strength, permeability and other pertinent tests to categorize the properties of the subsurface material will be addressed. In addition proper reporting of the results will be reviewed to insure that sufficient documentation is provided for pavement design analysis purposes.

**Traffic Analysis.** Reporting of traffic data and its associated analysis has evolved considerably in the past few years. Many agencies are dramatically altering their approach to gathering this important factor in pavement design. Pavements must be able to not only carry the maximum wheel loads expected to occur over the design life of a given pavement facility, but the accumulation of traffic with time as well. With the advent of Mechanistic design procedures, agencies are focusing more on the actual load spectrum rather than a single equivalency representation. This should allow agencies to more accurately account for their prevailing traffic conditions, but it will require some initial adjustments to accommodate this advancement in traffic analysis. Guidelines will be provided to assist in this transition.

**Pavement Design Procedure.** Using the design parameters from the previous sections, step-by-step instructions will be provided for the completion of the pavement design process. Sample designs will be provided for demonstration purposes. A matrix of appropriate or recommended pavement designs could also be included (for the prevailing design factors in Williamson County) if desired.





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**Use of Nondestructive Testing in Design and Evaluation.** Nondestructive deflection testing (NDT) continues to grow in popularity (as witnessed by the State's use of 15 Falling Weight Deflectometers and 4 Radar units). The evolution of NDT offers many advantages over conventional pavement evaluation and testing. The main advantage is the ability to collect extensive testing along a roadway in a relatively short period of time. As a final chapter to the second volume, guidelines will be provided for the use of NDT in facilitating the design of new pavements, investigations of pavement failures and preparation of rehabilitation strategies.

#### **Cost Estimate**

Based on the scope of work outlined above and Fee Schedule P-2001, the following estimated cost for the study is presented below:

##### **Evaluation of Current Design Procedures and Pavement Performance**

4.2	Senior Project Manager – 30 hours @ \$120/Hour.....	3,600.00
4.7	Graduate Engineer – 60 hours @ \$75/Hour.....	4,500.00
4.8	Senior Engineering Technician - 40 hours @ \$50/Hour .....	2,000.00
3.1	Word Processor – 20 hours @ \$40/Hour.....	800.00
	<b>Subtotal .....</b>	<b>\$10,900.00</b>

##### **Selection of Design and Evaluation Methodology**

4.2	Senior Project Manager – 20 hours @ \$120/Hour.....	2,400.00
4.7	Graduate Engineer – 80 hours @ \$75/Hour.....	6,000.00
4.8	Senior Engineering Technician - 80 hours @ \$50/Hour .....	4,000.00
3.1	Word Processor – 20 hours @ \$40/Hour.....	800.00
	<b>Subtotal .....</b>	<b>\$13,200.00</b>

##### **Development of Comprehensive Design Manual**

4.2	Senior Project Manager – 20 hours @ \$120/Hour.....	2,400.00
4.7	Graduate Engineer – 60 hours @ \$75/Hour.....	4,500.00
4.8	Senior Engineering Technician - 60 hours @ \$50/Hour .....	3,000.00
3.1	Word Processor – 40 @ \$40/Hour.....	1,600.00
	<b>Subtotal .....</b>	<b>\$11,500.00</b>

**TOTAL .....** **\$35,600.00**



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Prime Strategies, Inc.

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#### Schedule

We can initiate the services described above within two weeks of notice to proceed. We have initially estimated that all evaluations and analysis would be completed by the end of April. A more detailed schedule of events will be prepared upon notice to proceed.

#### Terms and Conditions

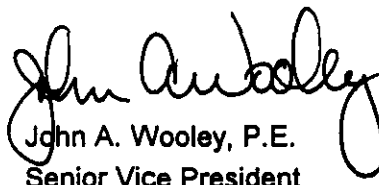
The fee schedule for fieldwork, engineering and report preparation are outlined in Exhibit I of our Master Professional Services Agreement (PSA). Our PSA also describes general contractual conditions including indemnification, on-site responsibilities and risks, insurance requirements, invoicing procedures and record maintenance.

#### Authorization

We appreciate the opportunity to submit this proposed scope and look forward to working with you on this project. You may authorize us to proceed with Work Order Number 1, by signature in the appropriate space below.

Sincerely,

FUGRO SOUTH, INC.

  
John A. Wooley, P.E.  
Senior Vice President

#### CLIENT:

WILLIAMSON COUNTY, TEXAS  
Firm Name

John C. Doerfler  
Authorizing Signature

John C. Doerfler  
Typed Name and Title

Feb 13, 2001  
Date



02/08/2001 THU 16:40 FAX PRIME STRATEGIES INC

0002/002

SENT BY:

2- 8- 1 ; 16:22 ; AON RISK SERVICE-

915124457064;# 2/ 2

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE REVISED 1/3/81	
<b>PRODUCER</b> Aon Risk Services of Texas, Inc. 2000 Bering Drive, Suite 900 Houston, Texas 77057 713 / 490-6000				<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>			
<b>INSURED</b> Fugro South, Inc. 8813 Cross Park Drive Austin, TX 78754				<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Lexington Insurance Co. INSURER B: American Home Assurance Co. INSURER C: New Hampshire Insurance Company INSURER D: Fidelity & Casualty of NY (MOAC) INSURER E: Steamship Mutual Underwriting Assoc. (Bermuda) Ltd. INSURER F: American International South Ins. Co.			
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS		
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	8536783*	10-01-00	10-01-01	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPUH AGG	\$ 1,000,000 \$ \$ \$ 1,000,000 \$ 2,000,000 \$ 1,000,000	
B F	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> RENTED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA3593220 (O/S)* CA3593886 (TX)*	10-01-00 10-01-00	10-01-01 10-01-01	COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 2,000,000 \$ \$ \$	
C	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	3201042700*	10-01-00	10-01-01	EACH OCCURRENCE AGGREGATE  DEDUCTIBLE RETENTION \$	\$ 5,000,000 \$ 5,000,000 \$ \$	
B B C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WC3590820 (O/S)** WC3590821 (CA)** WC3590933 (TX)**	10-01-00	10-01-01	<input checked="" type="checkbox"/> WC STAT - OTH TOBY LIMITS C1. EACH ACCIDENT P1. DISEASE - CA EMPLOYEE P2. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000	
D E	ATIME Machinery/Charterers Excess Maritime	H0803452 91835	10-01-00 02-20-00	10-01-01 02-20-01	Limit of Liability \$975,000 XS \$25,000	\$ 1,000,000	
<b>DESCRIPTION OF OPERATIONS, LOCATIONS AND EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> * Blanket Additional Insured/Waiver of Subrogation in favor of Certificate Holder, where required by written contract, but limited to the operations of the insured under said contract, and always subject to the policy terms, conditions, and exclusions. ** Blanket Waiver of Subrogation in favor of Certificate Holder where required by written contract but limited to the operations of the insured under said contract, and always subject to the policy terms, conditions, and exclusions. Worker's Compensation includes United States Longshoremen & Harbor Workers' (USLHW) - Federal Statute Limits RE: Williamson County, Texas Professional Services Agreement							
<b>CERTIFICATE HOLDER</b> Williamson County 710 Main Street, Second Floor Georgetown, Texas 78626 Attn: the Honorable John C. Doerfler, County Judge			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 <sup>TH</sup> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. 15 Days Except Maritime 15 Days for duration of premium AUTHORIZED REPRESENTATIVE				

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Terra Insurance Company  
Two Fifer Avenue, Suite 100  
Corte Madera CA 94925



A RISK RETENTION GROUP

### CERTIFICATE OF INSURANCE

01/31/2001  
DATE

#### NAME AND ADDRESS OF INSURED

Fugro, Inc.  
8613 Cross Park Dr.  
Austin, TX 78754

This certifies that the insurance policy (described below by a policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and does not alter, amend or extend the coverage afforded by that policy.

Notwithstanding any requirement, term or condition of any contract or other document to which this certificate may pertain, the insurance afforded by the policy is subject to all of its terms, exclusions and conditions.

#### TYPE OF INSURANCE

Professional Liability

#### POLICY NUMBER

#### EFFECTIVE DATE

#### EXPIRATION DATE

201042

1/1/01

12/31/01

#### LIMITS OF LIABILITY

\$1,000,000.

Each Claim/Annual Aggregate

#### PROJECT DESCRIPTION

Williamson County Professional Services Agreement

**CANCELLATION** If the described policy is cancelled, materially altered or changed by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

#### CERTIFICATE HOLDER

Williamson Coutny  
Attn: The Honorable John C. Doerfler, County Judge  
710 Main St. 2nd Floor  
Georgetown, TX 78626

ISSUING COMPANY:  
TERRA INSURANCE COMPANY  
(A Risk Retention Group)

A handwritten signature in dark ink, appearing to read "David C. Coletti".

President

**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS                   §  
   §  
 COUNTY OF WILLIAMSON       §

This Agreement is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "COUNTY") and Fugro South, Inc. (the "CONSULTANT").

WHEREAS, the COUNTY desires to obtain geotechnical and construction materials testing services for Various County Projects, (The "PROJECT"); and

WHEREAS, the CONSULTANT has the professional ability and expertise to fulfill the requirements of the PROJECT;

WHEREAS, this Agreement is a Contract for professional services and is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.0244(a)(4) of the TX Local Government Code

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

**SECTION I  
 EMPLOYMENT OF THE CONSULTANT**

The COUNTY agrees to employ the CONSULTANT and the CONSULTANT agrees to provide geotechnical and construction materials testing services as stated in the Sections to follow. The CONSULTANT is an independent contractor; neither CONSULTANT nor his employees claim to be employees of the COUNTY nor do they claim any benefits from the COUNTY other than payments this Agreement sets forth. Having rendered such services, the CONSULTANT will be compensated as stated in the following sections.

**SECTION II  
 COORDINATION WITH THE COUNTY**

- A. The COUNTY ENGINEER (the "COUNTY ENGINEER") of Williamson County will act on behalf of the COUNTY with respect to the work to be performed under this Agreement. The COUNTY ENGINEER shall have complete authority to interpret and define the COUNTY's policies and decisions with respect to CONSULTANT's services for the County Projects. The COUNTY ENGINEER may designate other representatives to transmit instructions and receive information.
- B. The COUNTY will give prompt instructions to the CONSULTANT whenever the COUNTY observes or becomes aware of any defect in the services or work of the CONSULTANT or any development that affects the scope or timing of the CONSULTANT's services.

- C. The CONSULTANT shall designate a Project Representative and an alternate to communicate with the COUNTY. The COUNTY reserves the right to demand that any Representative be removed from a project for inappropriate behavior or qualifications.
- D. The CONSULTANT shall prepare a scope of services for each discrete work order ("WORK ORDER") to be performed under this Agreement. The COUNTY shall request such WORK ORDER to be prepared by CONSULTANT as it deems necessary during the term of this Agreement.
- E. The CONSULTANT shall not commence work on any WORK ORDER until a written Notice to Proceed is issued by the Purchasing Agent.
- F. The CONSULTANT shall cooperate and coordinate with the COUNTY's staff, and other consultants and contractors as reasonable and necessary and as required by the COUNTY.

### SECTION III BASIC SERVICES OF THE CONSULTANT

The CONSULTANT will serve as the COUNTY's professional consultant for the PROJECT and will consult with and advise the COUNTY during the performance of the geotechnical and construction materials testing services. The basic services to be provided consist of all elements of work, materials, and equipment required to conduct geotechnical and construction materials services to the satisfaction of the COUNTY and the Commissioners Court in accordance with the terms of this Agreement. In doing so, the CONSULTANT shall perform the following professional services.

#### 1. BASIC SERVICES

- A. The CONSULTANT shall perform geotechnical and construction materials testing services for various Williamson County projects acceptable to the COUNTY.
- B. The CONSULTANT shall not commence work until the CONSULTANT has been thoroughly briefed on the scope of a specific WORK ORDER, has submitted a price proposal, and has received a written Notice-to-Proceed. The Notice-to-Proceed shall include a description of the COUNTY project and the relevant Scope of Services, the not to exceed costs, the project schedule, and shall also include, as an attachment, such supporting documentation, including any construction plans and specifications and other information, as are currently available.
- C. If required, the CONSULTANT will attend a conference with COUNTY staff to review the scope of the project and the COUNTY's plan of operations and discuss appropriate coordination procedures.
- D. The CONSULTANT shall diligently perform any and all work required in the Notice-to-Proceed, as acceptable to the COUNTY, as applicable, and subject to the provisions of this Agreement.
- E. The COUNTY shall provide CONSULTANT with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the particular WORK ORDER at no cost to the CONSULTANT; however, any and all such information shall remain the property of the COUNTY and shall be returned, if the COUNTY so instructs the CONSULTANT.
- F. The CONSULTANT shall report the occurrence of any problem affecting the project immediately to the COUNTY.

## 2. SCOPE OF SERVICES

- A. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the geotechnical and construction materials testing services for the PROJECT, satisfactory to the COUNTY and the COUNTY's Commissioners Court, in accordance with the requirements, policies, and general engineering practices of Williamson County. Services required include geotechnical testing, pavement thickness design, foundation design and construction materials testing and engineering. All testing, design and analysis shall follow accepted engineering principles and national standards where applicable.
- B. The following documents, and other appropriate standards, may be used in the development of the PROJECT:
  - 1. Williamson County Design Guidelines for Streets and Bridges
  - 2. TxDOT Bridge Division Operating and Planning Manual
  - 3. AASHTO Standard Specifications for Highway Bridges
  - 4. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision
  - 5. Texas Department of Transportation Construction Manual
  - 6. City of Austin Drainage Criteria Manual
  - 7. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 (English units)
  - 8. National Environmental Policy Act (NEPA)
  - 9. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
  - 10. Americans with Disabilities Act (ADA) Regulations
  - 11. Army Corps Regulations
  - 12. Uniform Building Code Note: Travis County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
  - 13. Guide for the Development of Bicycle Facilities by AASHTO
  - 14. TxDOT Bridge Division Foundation
- C. As part of the Scope of Services, the CONSULTANT shall submit its work product to the COUNTY for review, approval, and acceptance.
- D. The detailed Scope of Services for the PROJECT will be set forth as WORK ORDERS, which will become Addendums to this Agreement, and will be expressly incorporated and made a part hereof.

## 3. SPECIAL PROVISIONS

- A. The CONSULTANT shall be responsible for complying with applicable State and Federal laws, County permitting requirements, and pertinent City ordinances, including, but not limited to, laws concerned with labor, safety, and worker protection.
- B. The CONSULTANT shall be responsible for the safety of workers performing services under this Agreement. Such workers shall have received appropriate levels of safety training, including any training required by OSHA or any other pertinent governmental authority. Appropriate levels of safety procedures shall be followed throughout the performance of the services to be rendered under this Agreement.

#### SECTION IV COMPENSATION

- A. The CONSULTANT shall be paid by the COUNTY an hourly fee and/or testing fee for all services performed pursuant to this Agreement. The CONSULTANT shall be responsible for any expenses incurred by the CONSULTANT in performing the services under this Agreement. The basis for compensation for the services of principals and employees engaged in the performance of the work shall be based upon the hourly rates and testing services rates as set forth in Exhibit I, which is attached hereto and made a part hereof. The CONSULTANT shall be reimbursed for nonlabor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost plus a ten percent (10%) fee.
- B. For the performance of services not specifically described in the Scope of Services or for additional services, the CONSULTANT shall receive the additional services compensation described in Exhibit II, which is attached hereto and made a part hereof. In the event of any dispute over the classification of the CONSULTANT's services as basic or additional services under this agreement, the decision of the COUNTY shall be final and binding on the CONSULTANT.
- C. The CONSULTANT shall not be compensated for alterations made necessary by the CONSULTANT's errors or omissions.
- D. In no event shall the aggregated amount of compensation paid to the CONSULTANT exceed the total amount budgeted for such services without the further approval of the COUNTY's Commissioners Court.

#### SECTION V TERM

- A. This Agreement shall become effective upon March 1, 2001 and shall remain in full force and effect for a period of three (3) years (February 28, 2004), thereupon it shall thereafter renew for three (3) successive one-year terms via bilateral modification to the Agreement unless terminated as provided for herein. The bilateral modification will allow CONSULTANT the opportunity to re-evaluate unit fees for the period commencing three years hence.
- B. Neither the CONSULTANT nor the COUNTY shall be responsible for delays caused by "Acts of God", non-COUNTY governmental processes, national emergency, or any other causes beyond the CONSULTANT's or the COUNTY's reasonable control. Upon the discovery of such an event, the CONSULTANT shall notify the COUNTY, and attend a special meeting with the COUNTY to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work.
- C. The COUNTY may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by the CONSULTANT of written Notice of Reinstatement from the COUNTY. The CONSULTANT, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit III, which is attached hereto and made a part hereof.
- D. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement, through no fault of the terminating party, and the COUNTY may terminate this Agreement for reasons other than substantial failure by the CONSULTANT to perform by delivering a written Notice of Termination which shall take effect on the tenth day following receipt. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. The CONSULTANT shall follow the procedures specified in Exhibit III upon issuance or receipt of such notice. In the event of termination of this Agreement because of

the substantial failure of CONSULTANT to perform, the COUNTY may prosecute the work to completion by contract or otherwise and, in such a case, the CONSULTANT may be liable for any additional costs incurred by the COUNTY.

- E. The CONSULTANT specifically acknowledges that the COUNTY will sustain damages for each day beyond the required dates of completion that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining the COUNTY's actual damages, the CONSULTANT agrees that One hundred and no/100 Dollars (\$100.00) per day may be retained by the COUNTY for each day past the date for completion specified in the Notice to Proceed that the services are not completed. The period of time during which the work is suspended or in review shall not be counted in measuring the number of days for completion, provided, however, if a submitted work product is incomplete that it cannot be adequately reviewed, the number of days until the submission of a work product that can be reviewed shall be counted. In addition, the number of days during which corrections are being made will be counted as well.
- F. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

#### **SECTION VI MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS**

- A. The CONSULTANT agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the PROJECT, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. The CONSULTANT further agrees that the COUNTY or its duly authorized representatives shall have access to any and all books, documents, papers and records of the CONSULTANT, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

#### **SECTION VII OWNERSHIP OF DOCUMENTS**

- A. Any and all documents, to include but not be limited to: the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, test reports and data prepared by the CONSULTANT under this Agreement may be reviewed by the COUNTY and shall become the property of the COUNTY. Any reuse by the CONSULTANT of any such documents without the specific written consent of the COUNTY shall be at the CONSULTANT's sole risk and without liability or legal exposure to the COUNTY. Should the CONSULTANT be terminated, the CONSULTANT shall not be liable for the COUNTY's use of partially completed documents relating to this PROJECT or any other project.
- B. To the extent allowed by applicable law, the CONSULTANT agrees that its investigations, reports, recommendations, opinions, and work-product are to be considered confidential communications between the CONSULTANT and the COUNTY. The CONSULTANT shall not communicate with any third parties, including land owners, the media, and other governmental entities and their representatives, on the opinions and work-product, unless authorized to do so by the terms of this Agreement or in writing by the COUNTY or has reasonably necessary to carry out the scope of services included in this Agreement.
- C. If the CONSULTANT desires to use or recommends the use of any design, device, materials or process covered by letters or patents of copyright, the CONSULTANT shall provide for such use by suitable agreement with the patentee or owner. The CONSULTANT shall indemnify and hold harmless the

COUNTY from any and all claims for infringement by reason of the use or recommendation of the use of any patented design, device, materials or process, or any trademark or copyright used in connection with the work performed by the CONSULTANT under this Agreement.

### **SECTION VIII REVIEW OF WORK PRODUCT**

- A. The CONSULTANT's work product will be reviewed by the COUNTY under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "work products"), shall be submitted by the CONSULTANT on or before the dates specified in the Notice to Proceed. Upon receipt of the work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items have been included in the work products in compliance with the requirements of this Agreement.
- C. If the submission is substantially complete, the COUNTY shall notify the CONSULTANT and the COUNTY's technical review process will begin.
- D. If the submission is incomplete, the COUNTY shall notify the CONSULTANT, who shall perform such professional services as are required to complete the work and resubmit it to the COUNTY. This process shall be repeated until a submission is complete.
- E. The COUNTY shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to the CONSULTANT, who shall perform any required work and resubmit it to the COUNTY. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the COUNTY'S opinion, substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, the CONSULTANT shall perform any required modifications, changes, alterations, corrections, and additional work necessary to receive final approval by the COUNTY. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final work products, the CONSULTANT shall without additional compensation perform any work required as a result of the CONSULTANT's development of the work products, which is found to be in error or omission. However, any work required or occasioned for the convenience of the COUNTY after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of the CONSULTANT's work products as complete, accepted, or approved under this Agreement, the decision of the COUNTY shall be final and binding on the CONSULTANT.

### **SECTION IX REVISION TO WORK PRODUCT**

The CONSULTANT shall make without expense to the COUNTY, such revisions to the work product as may be required to meet the needs of the COUNTY, but after the approval of the work product any revisions, additions, or other modifications made at the COUNTY's request which involve extra services and expenses to the CONSULTANT shall entitle the CONSULTANT to additional compensation for such extra services and expenses, provided however, that the CONSULTANT agrees to perform any necessary corrections to the work products, which are found to be in error or omission as a result of the CONSULTANT's development of the work product, at any time, without additional compensation. In addition, if it is necessary to revise the plans in

order to make the Project constructible, the CONSULTANT shall do so without additional compensation. In the event of any dispute over the classification of the CONSULTANT's services as Basic or Additional Services under this Agreement, the decision of the COUNTY shall be final and binding on the CONSULTANT.

#### **SECTION X CONSULTANT'S RESPONSIBILITY AND LIABILITY**

- A. The CONSULTANT shall provide and perform all services required by this Agreement using that standard of care which would be used by a reasonably prudent professional doing business in Williamson County, Texas at the time of this Agreement. Nothing herein shall be construed to relieve the CONSULTANT of the duty to use the herein stated standard of care. Specifically, acceptance of any portion of a project work product by the COUNTY, as applicable, shall not be construed to relieve the CONSULTANT of the duty to use the herein stated standard of care.
- B. CONSULTANT shall indemnify and hold harmless the COUNTY and its employees from any liability or claim growing out of the CONSULTANT's negligent acts, errors, or omissions occurring during the performance of the services to be accomplished by the CONSULTANT under this Agreement, whether wholly or partially the fault of the CONSULTANT, except for such portion of any liability due to the negligence of the COUNTY, it being the intention of the CONSULTANT and the COUNTY each be responsible for its own proportionate negligence.
- C. Acceptance and approval of work product and other documents by the COUNTY shall not release the CONSULTANT of any responsibility or liability for the accuracy and competency of his work performed under this Agreement. Neither acceptance nor approval by the COUNTY shall be an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the documents prepared by the CONSULTANT.
- D. Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, shall upon the COUNTY's request be immediately removed from association with the PROJECT.
- E. The appropriate CONSULTANT's representative shall place his Texas Professional Engineer's Seal on all documents furnished to the COUNTY, which require a Professional Engineer's Seal.
- F. The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is cancelled, the CONSULTANT shall inform the COUNTY of such event within five working days.

#### **SECTION XI MISCELLANEOUS**

- A. **SEVERABILITY.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **VENUE.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.



C. **EQUAL OPPORTUNITY IN EMPLOYMENT.** The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit IV, which is attached hereto and made a part hereof.

D. **CERTIFICATE OF CONSULTANT.** The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:

- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for the CONSULTANT) to solicit or secure the work provided by the Agreement.
- (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
- (3) Pair or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

CONSULTANT: Mr. John A. Wooley, P.E.  
Fugro South, Inc.  
8613 Cross Park Drive  
Austin, Texas 78754

COUNTY: The Honorable John C. Doerfler  
County Judge  
Williamson County  
710 Main Street, Second Floor  
Georgetown, Texas 78626

with copy to: Mr. Michael Weaver  
Road Bond Manager  
Prime Strategies, Inc.  
1508 South Lamar Boulevard  
Austin, Texas 78704

F. **INSURANCE REQUIREMENTS.** The CONSULTANT agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit V, which is attached hereto and made a part hereof.

- G. PROPERTY TAXES.** Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of invoicing, the CONSULTANT hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.
- H. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. BIDDING EXEMPTION.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code, as this is a contract for professional services.
- J. TAXPAYER IDENTIFICATION.** The CONSULTANT shall provide the COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. ENTIRE AGREEMENT.** This Agreement represents the entire and integrated Agreement between the COUNTY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the COUNTY and CONSULTANT. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONER'S COURT.
- L. INCORPORATION OF EXHIBITS AND ATTACHMENTS.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- M. ENTITY STATUS.** By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.
- N. ACKNOWLEDGEMENT.** As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2001

FUGRO SOUTH, INC. (THE CONSULTANT)

BY: John A. Wooley  
Printed Name: \_\_\_\_\_

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

WILLIAMSON COUNTY:

BY: John C. Doerfler 2-13-01  
John C. Doerfler  
Williamson County Judge

Reviewed as to Form By:

\_\_\_\_\_  
County Attorney

Funds Verified By:

\_\_\_\_\_  
County Auditor

Purchasing Approval By:

\_\_\_\_\_  
Road Bond Manager

**EXHIBIT I**  
**WILLIAMSON COUNTY, TEXAS**  
**FEEES FOR GEOTECHNICAL, PAVEMENT AND MATERIALS ENGINEERING SERVICES**

**1. FIELD SERVICES**

<b>1.1 Geotechnical Investigative Services</b>		<u><b>Unit Rate</b></u>
1.1.1	Mobilization and Demobilization, Local, Each.....	\$ 275.00/ea
1.1.1.1	Drill Truck, Water Truck, Pickup, and Crew .....	\$ 3.00/mile
1.1.1.2	All-Terrain Drill Rig, Pickup, and Crew.....	Upon Request
1.1.2	All-Terrain Vehicle with Drill Rig (Additional Charge) .....	Upon Request
1.1.3	Drilling and Sampling	
1.3.1	Drilling and Sampling with 3-inch, Thin-Walled Tube Sampler, Continuous to 10.0 ft, 5.0-ft Intervals Thereafter .....	\$ 15.00/ft
1.3.2	Continuous Drilling and Sampling with 3-inch, Thin-Walled Tube Sampler or Split-Spoon Sampler for Environmental Screening .....	\$ 27.50/ft
1.1.4	Standard Penetration Tests .....	\$ 21.00/ea
1.1.5	TxDOT Cone Penetration Tests .....	\$ 25.00/ea
1.1.6	Rock Coring, NX or Similar Core Barrel	
1.6.1	Drilling in Soft Rock (Austin Chalk, Eagle Ford Shale, etc.) .....	\$ 21.00/ft
1.6.2	Drilling in Hard Rock or Cavitated Rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations) .....	\$ 25.00/ft
1.1.7	Wash or Auger Borings Drilled and Logged from Cuttings:	
1.7.1	Soil .....	\$ 9.50/ft
1.7.2	Rock .....	\$ 13.00/ft
1.1.8	Casing of Boreholes .....	\$ 10.00/ft
1.1.9	Hourly Charges for Boring Layout, Excessive Time Spent Gaining Access to Boring Locations, Backfilling Boreholes, Cleaning up Site, Installing Piezometers, and for Other Reasons Beyond our Control .....	\$ 140.00/hr
1.1.10	Rental of Concrete Core Drilling Equipment or Equipment to Gain Site Access, or Traffic Control Devices .....	Cost + 15%
1.1.11	Materials for Piezometers, Grouting, etc. ....	Cost + 15%
1.1.12	Surveying or Other Outside Contractors.....	Cost + 15%
1.1.13	Traffic Control.....	Cost + 15%
1.1.14	Per Diem for Out-of-Town Assignments, Per Man.....	Upon Request
1.1.15	High-Pressure Steam Cleaner .....	\$ 300.00/day
1.1.16	OVA Meter.....	\$ 250.00/day
1.1.17	Steel drums for Drill Cuttings (Delivered) .....	\$ 50.00/ea
1.1.18	Plugging Boreholes with Bentonite.....	\$ 8.00/ft
1.1.19	Field Personnel.....	See 4.0: Engineering Consultation

**WILLIAMSON COUNTY, TEXAS  
FEES FOR GEOTECHNICAL, PAVEMENT AND MATERIALS ENGINEERING SERVICES  
(Continued)**

<b>1.2 Pavement Engineering Investigation Services</b>	<b><u>Unit Rate</u></b>
1.2.1 Nondestructive Pavement Deflection Testing	
1.2.1.1 Mobilization and Demobilization, per Mobilization .....	\$ 2.00/mile
1.2.2 Falling Weight Deflectometer (daytime) .....	\$ 225.00/hr
1.2.3 Falling Weight Deflectometer (nighttime) .....	\$ 250.00/hr
1.2.4 Dynaflect (daytime) .....	\$ 125.00/hr
1.2.5 Dynaflect (nighttime) .....	\$ 150.00/hr
1.2.2 Pavement Profile Testing (K.J. Law Lightweight Profiler) .....	\$ 150.00/hr
1.2.3 Video Edge Drain Inspection .....	\$ 70.00/hr
1.2.4 Hourly Charges for Field Coordination, Layout, and for Other Reasons Beyond Our Control .....	\$ 100.00/hr
1.2.5 Traffic Control .....	\$ 175.00/hr
1.2.6 Per Diem for Out-of-Town Assignments, per Person .....	\$ 90.00/night

<b>1.3 Materials Testing Services <sup>(1,3)</sup></b>	<b><u>Unit Rate</u></b>
1.3.1 Concrete Technician .....	\$ 40.00/hr
1.3.2 Soil Technician .....	\$ 40.00/hr
1.3.3 Soil Density Tests .....	\$ 10.00/ea
1.3.4 Asphalt Technician	
1.3.4.1 TxDOT Certified Technician (Level IA & IB) .....	\$ 45.00/hr
1.3.4.2 TxDOT Certified Technician (Level II) .....	\$ 50.00/hr
1.3.5 Senior Asphalt Technician .....	\$ 55.00/hr
1.3.6 Structural Steel Technician	
1.3.6.1 CWI .....	\$ 60.00/hr
1.3.6.2 NDT Level II .....	Upon Request
1.3.6.3 Bolting Inspection .....	\$ 40.00/hr
1.3.7 Senior Concrete or Soil Technician .....	\$ 45.00/hr

<b>1.4 Materials Testing Equipment</b>	<b><u>Unit Rate</u></b>
1.4.1 Transportation <sup>(2)</sup>	
1.4.1.1 Inside Travis/Williamson County .....	\$ 25.00/trip
1.4.1.2 Outside Travis/Williamson County .....	\$ 0.40/mile
1.4.2 Torque Wrench .....	\$ 5.00/hr
1.4.3 Dye Penetrant & Magnetic Particle Supplies .....	Cost + 15%
1.4.4 Ultrasonic Testing Equipment .....	\$ 25.00/hr
1.4.5 Concrete Coring Equipment .....	\$ 30.00/hr + bit charge
1.4.6 Concrete Core Bit Charges	
1.4.6.1 3 inch diameter core .....	\$ 4.00/inch
1.4.6.2 4 inch diameter core .....	\$ 5.00/inch
1.4.6.3 6 inch diameter core .....	\$ 7.00/inch
(Other sizes quoted upon request)	

**2. LABORATORY TESTING**

<b>2.1 Soil and Rock</b>	<b><u>Unit Rate</u></b>
2.1.1 Bulk Sample Pick-Up .....	\$ 40.00/hr
2.1.2 Sample Preparation (TEX-101-E) .....	\$ 95.00/ea

**WILLIAMSON COUNTY, TEXAS**  
**FEES FOR GEOTECHNICAL, PAVEMENT AND MATERIALS ENGINEERING SERVICES**  
**(Continued)**

2.1.3	Natural Moisture Content .....	\$	10.00/ea
2.1.4	Sieve Analysis (TEX-110-E) .....	\$	60.00/ea
2.1.5	Atterberg Limits (Liquid and Plastic Limits) .....	\$	45.00/ea
	(TEX-104-E, TEX-105-E, TEX-106-E)		
2.1.6	Percent Passing No. 200 Sieve (TEX-111-E) .....	\$	42.00/ea
2.1.7	Bar Linear Shrinkage of Soils (TEX-107-E) .....	\$	25.00/ea
2.1.8	Moisture Density Relationship (ASTM D 698)		
	(Standard Proctor Compaction Test) .....	\$	175.00/ea
2.1.9	Moisture Density Relationship (ASTM D 1557)		
	(Modified Proctor Compaction Test) .....	\$	205.00/ea
2.1.10	Moisture Density Relationship (TEX-113-E) .....	\$	205.00/ea
2.1.11	Moisture Density Relationship (TEX-114-E, Part I) .....	\$	175.00/ea
2.1.12	Moisture Density Relationship (TEX-114-E, Part II) .....	\$	205.00/ea
2.1.13	Wet Ball Mill (TEX-116-E) .....	\$	175.00/ea
2.1.14	Sample Remolding .....	\$	43.00/hr
2.1.15	Soil Specific Gravity (TEX-108-E) .....	\$	36.00/ea
2.1.16	Soil Lime Compression Test (TEX-121-E) .....	\$	1,500.00/ea
2.1.17	Subgrade Modulus of Reaction (TEX-125-E) .....	Upon Request	
2.1.18	Resistivity of Soils (TEX-129-E) .....	\$	115.00/ea
2.1.19	Lime Series Curve (ASTM D 4318) .....	\$	60.00/point
2.1.20	Swell Test .....	Upon Request	
2.1.21	Sieve Analysis (No. 4, 40, and 200 sieves) .....	\$	50.00/ea
2.1.22	Hydrometer Analysis .....	\$	200.00/ea
2.1.23	Unit Dry Weight Determination and Natural Water Content .....	\$	18.00/ea
2.1.24	Unconfined Compression Test, Soil .....	\$	35.00/ea
2.1.25	Unconfined Compression Test, Rock .....	\$	40.00/ea
2.1.26	Unconsolidated-Undrained Triaxial Compression Test .....	\$	47.00/ea
2.1.27	Swell or Settlement Potential - Cohesive Soil (ASTM D 4546) .....	\$	250.00/ea
2.1.28	Permeability of Silt or Clay .....	\$	225.00/ea
2.1.29	Specific Gravity of Soil .....	\$	35.00/ea
2.1.30	Volumetric Shrinkage .....	\$	50.00/ea
2.1.31	Chemical and Analytical Testing by Outside Laboratory .....	Cost + 15%	
<b>2.2 Concrete and Cement</b>			<b><u>Unit Rate</u></b>
2.2.1	Concrete Mix Design .....	Upon Request	
2.2.2	Light Weight Concrete Mix Design .....	Upon Request	
2.2.3	Aggregate Gradation Analysis (TEX-200-F) .....	\$	60.00/ea
2.2.4	Specific Gravity of Aggregate .....	\$	40.00/ea
2.2.5	Absorption of Aggregate .....	\$	30.00/ea
2.2.6	Unit Weight of Aggregate .....	\$	30.00/ea
2.2.7	Abrasion Test (TEX-410-A) .....	\$	250.00/ea
2.2.8	Decantation .....	\$	25.00/ea
2.2.9	Organic Impurities .....	\$	42.00/ea
2.2.10	Soundness, Sodium or Magnesium .....	\$	60.00/cycle

**WILLIAMSON COUNTY, TEXAS  
FEES FOR GEOTECHNICAL, PAVEMENT AND MATERIALS ENGINEERING SERVICES  
(Continued)**

2.2.11 Concrete Cylinder Compressive Strength (TEX-418-A) .....	\$ 15.00/ea
2.2.12 Beam Flexural Strength (TEX-420-A or TEX-448-A).....	\$ 25.00/ea

<b>2.3 Asphaltic Concrete and Liquid Asphalt</b>	<b><u>Unit Rate</u></b>
2.3.1 Bag Sample Pick-up From Source, Project Site, or Field Office.....	\$ 40.00/hr
2.3.2 Obtaining Field-cut Specimens (6-inch diameter, Minimum 3 per Location) .....	\$ 60.00/ea
2.3.3 Mix Design (Hveem or Marshall Method).....	Upon Request
2.3.4 Specimen Molding, Bulk Density and Stability (3 per set) .....	\$ 85.00/set
2.3.5 a) Extraction (with Gradation & Asphalt Content) .....	\$ 185.00/ea
b) Extraction (Asphalt Content) .....	\$ 145.00/ea
2.3.6 Specific Gravity, Rice Method (TEX 227 F)	
2.3.6.1 Bag Sample .....	\$ 40.00/ea
2.3.6.1 Core Sample.....	\$ 60.00/ea
2.3.7 Specific Gravity, Bulk.....	\$ 20.00/ea
2.3.8 Other Mix and/or Binder Tests .....	Upon Request
2.3.9 Abson Recovery .....	\$ 185.00/ea
2.3.10 Ductility.....	\$ 120.00/ea
2.3.11 Softening Point (Ring and Ball) .....	\$ 100.00/ea
2.3.12 Absolute Viscosity .....	\$ 90.00/ea
2.3.13 Penetration.....	\$ 90.00/ea
2.3.14 Superpave Performance Grading.....	Upon Request

<b>3. REPORT PREPARATION</b>	<b><u>Unit Rate</u></b>
3.1 Word Processing.....	\$ 40.00/hr
3.2 Drafting .....	\$ 40.00/hr
3.3 Reproduction.....	\$ 0.16/copy
3.4 Binding .....	\$ 20.00/ea
3.5 Postage.....	Cost + 15%

<b>4. ENGINEERING CONSULTATION</b>	<b><u>Unit Rate</u></b>
4.1 Senior Consultant/Project Principal.....	\$ 135.00/hr
4.2 Senior Project Manager .....	\$ 120.00/hr
4.3 Project Manager .....	\$ 100.00/hr
4.4 Project Engineer.....	\$ 90.00/hr
4.5 Geologist.....	\$ 80.00/hr
4.6 Laboratory Manager .....	\$ 75.00/hr
4.7 Graduate Engineer .....	\$ 75.00/hr
4.8 Senior Engineering Technician .....	\$ 50.00/hr

**WILLIAMSON COUNTY, TEXAS  
FEES FOR GEOTECHNICAL, PAVEMENT AND MATERIALS ENGINEERING SERVICES  
(Continued)**

**5. OUTSIDE SERVICES (Special Printing, etc.)**  
**Outside Services and Subconsultants ..... Cost + 15%**

- Notes:
- (1) Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
  - (2) Transportation charges are applicable for all field testing assignments including sample pick-up.
  - (3) Overtime charge for Field Technician for hours in excess of 40/week or 8/day will be billed at the rate shown plus \$8.00/hour.
  - (4) Laboratory test prices are FOB Fugro laboratory. Sample pick-up charges are additional.
  - (5) Rates for other services quoted on request.



**EXHIBIT II**

**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

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

**EXHIBIT III****PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for the CONSULTANT to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, the CONSULTANT shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination the CONSULTANT shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed work prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a pre-condition to final payment.
3. Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement, less previous payments.
4. Failure by the CONSULTANT to submit the required statement and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that the CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Procedures for the CONSULTANT to Follow upon Receipt of Notice of Suspension:

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

Procedures for CONSULTANT to follow upon exercise of right to terminate for substantial failure of the COUNTY to perform:

1. In the event that CONSULTANT exercises such right to terminate, within thirty (30) days after receipt by the COUNTY of CONSULTANT's Notice of Termination, CONSULTANT shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work shall be delivered to the COUNTY as a pre-condition to final payment. Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement, less previous payments.
3. Failure by the CONSULTANT to submit the required statement and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

**EXHIBIT IV****EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The CONSULTANT will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- D. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigative to ascertain compliance with such rules, regulations and orders.
- E. In the event of the CONSULTANT's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- F. The CONSULTANT will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency, the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interest of the United States.

**EXHIBIT V****INSURANCE REQUIREMENTS**

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on same for independent subcontractor(s).
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

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

The required insurance must be written by a company approved to do business in the State or Texas at the time the policy is issued. The CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT shall not cause any insurance to be cancelled nor permit any insurance to lapse.

*Landscape Architects/Planners*

February 1, 2001

**Judge John Doerfler**  
**Williamson County Courthouse**  
710 S Main Street, Suite 201  
Georgetown, Texas 78626

*Re: Proposal for Professional Consulting Services*  
*Williamson County Road Bond Projects – Revolving Contract(s)*

Dear Judge Doerfler:

Thank you for inviting us to submit a proposal to assist you with the project referenced above. This agreement is based on our selection by the Williamson County Commissioners Court on January 9, 2000 to provide countywide landscape architectural services for the Williamson County Road Bond Program.

This Agreement is by and between *Williamson County, Texas* as referenced above (hereinafter called the "Client" and *Hall/Bargainer, Inc., Planners & Landscape Architects*, 400 W. Main, Suite 220, Round Rock, Texas 78664 (hereinafter called the "Consultant").

**I. Scope of Work (Work Authorizations)**

The client or authorized client representative will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the Consultant to perform on or more work tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the Client and the Consultant. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Consultant's responsibilities and obligation established in this Agreement. The executed work Authorizations shall become part of this Agreement.

Upon satisfactory completion of the Work Authorization, the Consultant shall submit the deliverables as specified in the executed Work Authorization to client for review and acceptance.

Work included in a Work Authorization shall not begin until the Client and the Consultant have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The Consultant shall promptly notify the Client of any event, which will affect completion of the Work Authorization, although such notification shall not relieve the Consultant from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The Consultant shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental



Work Authorization. The Client shall not be responsible for actions by the Consultant or any costs incurred by the Consultant relating to additional work not directly associated with the performance of the Work Authorization.

## **II. Supplemental Work Authorizations**

The terms of this Agreement may be modified by Supplemental Work Authorizations if the Client determines that there has been a significant change in (1) the scope, complexity or character of the service to be performed; or (2) the duration of the work.

It is distinctly understood and agreed that the Consultant shall make no claim for extra work done or materials furnished until the Client grants full execution of the supplemental agreement and authorization to proceed.

## **III. Assistance and Responsibilities Required of Client**

The Client shall attempt to provide access to information necessary for the Consultant to sufficiently execute the scope work as defined within the Work Authorization, including relative project information of other consultants under contract by Williamson County.

## **IV. Compensation**

The Client shall compensate the Consultant based on the agreed amount pursuant to the Work Authorization or any Supplemental Work Authorization related thereto. Fees for Work Authorization or Supplementary Work Authorization will be charged on an hourly basis for percent completion of the work, plus reimbursable costs and will not be exceeded without authorization from the Client.

The following hourly rates shall apply to the fees described herein and any additional services requested of the Consultant. Should the project duration exceed one calendar year, these rates may be subject to change and renegotiation.

Principal Planner/Landscape Architect	\$100.00
Senior Project Planner/Landscape Architect	\$85.00
Project Planner/Landscape Architect	\$75.00
Staff Planner/Landscape Architect	\$60.00
Clerical	\$45.00

The Client shall pay the Consultant for any Supplemental Work Authorizations authorized and performed including reimbursable expenses. Any Fees for Supplemental Work Authorizations will be included as a separate item on the monthly billing statement.



Landscape Architects/Planners

Reimbursable expenses are in addition to payment for Work Authorization and/or Supplemental Work Authorizations and includes expenses by the Consultant in the interest of the authorized work. Reimbursable expenses include such items as:

1. Reprographic Services
2. Postal/delivery services (as necessary to complete project in a timely manner)
3. Any out of town transportation (@ \$.32/mile)
4. Long distance telecommunications (if any is required)
5. Cost of maps, surveys, drawings and reports necessary to conduct work
6. Cost of Obtaining Permits

The Client agrees to pay the Consultant monthly based on billings for services rendered plus reimbursables. Invoices for services provided will be mailed, delivered, and/or faxed once a month for percent of work completed, as defined in the scope of services. *Payment is due upon 30 days of receipt of invoice. Payments are to be made to:*

*Hall/Bargainer, Inc.  
400 W. Main,  
Suite 220  
Round Rock, Texas 78664  
512.238.8912*

#### **V. Indemnification**

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultants, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only these damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

#### **VI. Conditions of Agreement**

- A. The proposal shall remain valid and in effect for a period of (60) thirty days
- B. This Agreement may be terminated by the Client upon at least (7) seven days written notice to Hall/Bargainer, Inc. in the event the project is permanently abandoned.
- C. This Agreement may be terminated by either party upon (10) ten days written notice should either party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.





Landscape Architects/Planners

- D. In the event of termination or suspension, Hall/Bargainer, Inc. shall be paid its compensation up to and including the date of abandonment, suspension or termination for all incomplete phases, plus other fees as may have been authorized by the Client for Additional Services, reimbursements and payments provided herein.
- F. Original drawings shall remain the property of Hall/Bargainer, Inc. The Consultant will provide the Client one signed set of reproducible and a full set of digital file copies.
- E. This Agreement shall be governed by the law of the principal place of business of the Consultant.

## VII. Arbitration

Any controversy or claim arising out of or relating to the formation, interpretation, application, enforceability, or breach of this Agreement, including disputes as to which persons or entities may be liable hereunder, shall be settled by arbitration at the City of Georgetown in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any such arbitration shall be entitled to recover arbitration costs and reasonable attorney's fees, as determined by the arbitrator(s), in addition to any other relief available.

## VIII. Approval and Acceptance

This agreement is approved and accepted by the Client and Consultant upon both party's signing and dating the Agreement, and returning a signed copy to the Consultant. The effective date of the Agreement shall be the last date entered below.

Respectfully submitted,

Tim A. Bargainer, ASLA, CLARB  
Hall/Bargainer, Inc. (Consultant)  
Principal

Williamson County

Accepted: \_\_\_\_\_

Judge John Doefler  
Williamson County, Texas

Date: 2-13-01

*Landscape Architects/Planners*

## ATTACHMENT A

*Work Authorization No.* \_\_\_\_\_

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Agreement, entered into by and between Hall/Bargainer, Inc. ("Client") and Williamson County, Texas ("Consultant").

**Part 1.** The Consultant will provide the following landscape architectural services:

**Part 2.** The maximum amount payable services under this work authorization without modification is \_\_\_\_\_. The rate schedule used to establish the maximum amount payable is defined within the prime agreement.

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

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

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

**LEGION INSURANCE COMPANY  
ONE LOGAN SQUARE, #1400  
PHILADELPHIA, PA 19103**

**COVERAGE IS PROVIDED BY A CLAIMS-MADE POLICY - READ THE POLICY CAREFUL  
PROFESSIONAL LIABILITY INSURANCE POLICY  
DESIGN PROFESSIONALS ASSOCIATION RISK PURCHASING GROUP POLICY**

**DECLARATIONS**

1. Insured/Participating Member  
Name & Mailing Address:  
  
**Hall/Bargainer, Inc.  
400 W. Main  
#220  
Round Rock, TX 78664**
- Policy Number: **DP7-4201**  
DPA Member No: **TX0059**
- ☐ Sole Proprietor  
☐ Partnership  
☒ Corporation  
☐ Other
2. Policy Period **From June 02, 2000 to June 02, 2001**  
12:01 a.m. Standard Time, at the Insured's mailing address
3. Retroactive Date **June 02, 2000**
4. Limits of Insurance:  
**\$1,000,000 per occurrence  
\$1,000,000 aggregate**
5. Deductible: **\$10,000**
6. The policy includes these endorsements and schedules:  
**440013 (7-97), 450004(7-97), 410014 (7-97), 690011(7-97)**
7. Premium: **\$1,947**

These Declarations with the Professional Liability Insurance Policy referenced above and endorsements, if any, issued to form a part thereof, comprise the complete policy.

AGENT: **Leatzow & Associates, Inc.**  
ADDRESS: **247 Bryant Avenue  
Glen Ellyn, IL 60137  
(630) 858-9500  
Fax: (630) 858-0700**

By: *Jim Leatzow*  
Authorized Representative

410014 (7-97)

**GARCIA DESIGN, INC.**

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5316 HWY 290 WEST  
SUITE 150  
AUSTIN, TX 78735

PHONE 512-892-0353  
FAX 512-899-0655  
E MAIL [gar-des@swbell.net](mailto:gar-des@swbell.net)

Via Fax - 445-7064

January 31, 2001

Ms. Paula Gruber or Yvette Flores  
Prime Strategies, Inc.  
1508 S. Lamar  
Austin, TX 78704

RE: Williamson County Road Bond Program – Garcia Design, Inc. Standard Agreement

As requested today, attached is a signed standard agreement that can be amended at the time a work order is made. The original will be sent via regular mail. As mentioned in the Jan. 29 letter, the following structure is preferred:

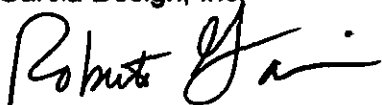
- 1) Authorization Page 1 for signatures and addresses; Provisions page 2 describe general terms of the agreement
- 2) Attachment A – describes services - can be amended at the time a work order is made
- 3) Attachment B – describes fee schedule – to be filled out at the time a work order is made
- 4) Insurance Certificate – provided upon written request (Garcia's professional liability insurance for year 2001 is \$500,000 per claim / \$1,000,000 aggregate); Insurance company will send certificate directly to party making request.

General business liability (automobile, valuable papers, etc.) is provided by a separate insurance company and you'll need to call me for information on how to request certificate if required.

Items 1, 2, and 3 above can be emailed to you in "Word" format. If there are any conflicts or problems with a specific term listed in the "Provisions" page, please call or fax back your comment.

Please forward for my review any general contract provisions from the county that may apply to Garcia Design, Inc. at your earliest convenience. Feel free to call me if you have any questions.

Yours Truly,  
Garcia Design, Inc.



Roberto C. Garcia, ASLA

GARCIA DESIGN, INC.  
5316 Highway 290 West, Suite 150  
Austin, Texas 78735

**AUTHORIZATION FOR  
PROFESSIONAL SERVICES**

PROJECT  
NAME : Williamson County Road  
Bond Program

PROJECT  
NUMBER 2001.1  
(for Garcia Use)

CLIENT : Williamson County  
Care of Prime Strategies, Inc.

ADDRESS: 1508 S. Lamar St.  
Austin, Texas 78704  
Phone: 512-445-7074  
Fax: 512-445-7064

hereby requests and authorizes Garcia Design , Inc. to perform the following services:

SCOPE: See Attachment A

COMPENSATION: See Attachment B

**MISCELLANEOUS**

Expenses for copies, printing , deliveries, photos, maps and other materials specifically for this contract to be billed at cost plus 10% for administration.

Services covered by this authorization shall be performed in accordance with the PROVISIONS attachment and Attachment A.

Approved for CLIENT

Williamson County

By: John C. Daefler

Title: County Judge

Date: 2/13/01

Accepted for Garcia Design, Inc.

By: Roberto Garcia 1/31/01

Title: President/Owner

Date: January 31, 2001

Williamson County Road Bond Program  
Landscape Architectural Services  
1/31/01, Garcia Design, Inc.

## PROVISIONS

### 1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for Garcia Design, Inc. to proceed with the work, unless otherwise provided for in the authorization.

### 2. LABOR COSTS

Garcia Design, Inc.'s Labor Costs shall be the amount of salaries paid to employees or contractors for work performed on CLIENTS Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

### 3. DIRECT EXPENSES

Garcia Design, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not limited to necessary transportation costs including mileage at Garcia Design, Inc.'s current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Garcia Design, Inc.

### 4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for Garcia Design, Inc.'s administrative costs, as provided in this agreement.

### 5. COST ESTIMATES

Any cost estimates provided by Garcia Design, Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures Garcia Design, Inc. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

### 6. PROFESSIONAL STANDARDS

Garcia Design, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional consultants in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Garcia Design, Inc. makes no other warranty, expressed or implied.

### 7. TERMINATION

Either CLIENT or Garcia Design, Inc. may terminate this authorization by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay Garcia Design, Inc. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

### 8. ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either CLIENT or Garcia Design, Inc. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this authorization.

### 9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or Garcia Design, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

### 10. PAYMENT TO Garcia Design, INC.

Monthly invoices will be issued by Garcia Design, Inc. for all work performed under the terms of this agreement. Invoices are due and payable according to the terms stated on the invoice. Interest at the rate of 1 1/2 % per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

### 11. LIMITATION OF LIABILITY

Garcia Design, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement or a limit established by mutual agreement.

### 12. ADDITIONAL SERVICES

Services in addition to those specified in the Scope will be provided by Garcia Design, Inc. if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in attached Basis of Compensation or as negotiated.

### 13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above proposed fee. Sales tax, if applicable, will be indicated on invoice statements.

### 14. LANDSCAPE ARCHITECT'S STATEMENT OF CERTIFICATION

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe St., Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Landscape Architect's Registration Law, Texas Civil Statutes, Article 249c. In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby. (Rev. Jan 2001)

Williamson County Road Bond Program  
Landscape Architectural Services  
1/31/01, Garcia Design, Inc.

**GARCIA DESIGN, INC.**

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5318 HWY 290 WEST  
SUITE 150  
AUSTIN, TX 78735

PHONE 512-892-0353  
FAX 512-899-0655  
EMAIL [gar-des@swbell.net](mailto:gar-des@swbell.net)

Attachment A

**SCOPE OF SERVICES**

Professional Landscape Architectural services, county-wide, on a work order basis. Further description of specific services shall amend this attachment from time to time or per work order.

Scope of Services- Williamson County Road Bond Program  
Landscape Architectural Services  
1/31/01, Garcia Design, Inc.

**GARCIA DESIGN, INC.**

5316 HWY 290 WEST  
SUITE 150  
AUSTIN, TX 78735

PHONE 512-892-0353  
FAX 512-898-0655  
EMAIL gar-des@swbell.net

**Attachment B****A. FEE SCHEDULE**

All of the services will be provided on an hourly rate basis and shall not exceed the stated budgets without written authorization from the CLIENT. Expenses shall be invoiced at cost plus 1 0% for administration. Permit fees and expenses, if required, are not included.

If services are negotiated and contracted within a specific year, the following rates shall apply.

Billing Rates (for 2001- 2003):	2001	2002	2003
Principal Landscape Architect	\$110	\$115	\$120
Senior Technical Staff	\$75	\$80	\$85
CADD Drafter	\$50	\$55	\$60

If one billing rate is used in an agreement executed in year 2001 for a three (3) year period, then each year would be weighted equally and averaged as follows: Average Contract rate = (rate 2001 + rate 2002 + rate 2003) divided by three. The average contract rates would be as follows:

Average Billing Rates (for 2001- 2003):	
Principal Landscape Architect	\$115
Senior Technical Staff	\$ 80
CADD Drafter	\$ 55

**B. Budget Per Task: (to be filled out with at the time a work order is defined or requested)**

TASK	COMPENSATION
1. Task (Describe task or deliverable);	\$ _____



<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 01/31/01
<b>PRODUCER</b> USI Insurance Services of TX 1946 South IH-35, Suite 301 Austin, TX 78704 512 443-0878	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURERS AFFORDING COVERAGE</b>		
<b>INSURED</b> Garcia Design Inc. 5316 Hwy 290 N, #150 Austin, TX 78735	<b>INSURER A:</b> DPIC Companies	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$	
A	OTHER Professional Liability	PL00804002	10/28/00	10/28/01	\$500,000 per claim \$1,000,000 annl aggr.	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Project Reference: Williamson Co. Road Bond Program

\*Except in the event of nonpayment

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

<b>CERTIFICATE HOLDER</b> Williamson County c/o Prime Strategies, Inc. 1508 S. Lamar Blvd. Austin, TX 78704 Attn: Mike Weaver	<b>ADDITIONAL INSURED: INSURER LETTER</b>  <b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>James E. Janner</i>
--	--

**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**GARCIA DESIGN, INC.**

---

5316 HWY 290 WEST  
SUITE 150  
AUSTIN, TX 78735

PHONE 512-892-0353  
FAX 512-899-0855  
E MAIL [gar-des@swbell.net](mailto:gar-des@swbell.net)

Via Fax - 445-7064  
January 31, 2001

Ms. Paula Gruber or Yvette Flores  
Prime Strategies, Inc.  
1508 S. Lamar  
Austin, TX 78704

RE: Williamson County Road Bond Program – Garcia Design, Inc. Standard Agreement

As requested today, attached is a signed standard agreement that can be amended at the time a work order is made. The original will be sent via regular mail. As mentioned in the Jan. 29 letter, the following structure is preferred:

- 1) Authorization Page 1 for signatures and addresses; Provisions page 2 describe general terms of the agreement
- 2) Attachment A – describes services - can be amended at the time a work order is made
- 3) Attachment B – describes fee schedule – to be filled out at the time a work order is made
- 4) Insurance Certificate – provided upon written request (Garcia's professional liability insurance for year 2001 is \$500,000 per claim / \$1,000,000 aggregate); Insurance company will send certificate directly to party making request.

General business liability (automobile, valuable papers, etc.) is provided by a separate insurance company and you'll need to call me for information on how to request certificate if required.

Items 1, 2, and 3 above can be emailed to you in "Word" format. If there are any conflicts or problems with a specific term listed in the "Provisions" page, please call or fax back your comment.

Please forward for my review any general contract provisions from the county that may apply to Garcia Design, Inc. at your earliest convenience. Feel free to call me if you have any questions.

Yours Truly,  
Garcia Design, Inc.



Roberto C. Garcia, ASLA

GARCIA DESIGN, INC.  
5316 Highway 290 West, Suite 150  
Austin, Texas 78735

**AUTHORIZATION FOR  
PROFESSIONAL SERVICES**

PROJECT  
NAME : Williamson County Road  
Bond Program

PROJECT  
NUMBER 2001.1  
(for Garcia Use)

CLIENT : Williamson County  
Care of Prime Strategies, Inc.

ADDRESS: 1508 S. Lamar St.  
Austin, Texas 78704  
Phone: 512-445-7074  
Fax: 512-445-7064

hereby requests and authorizes Garcia Design , Inc. to perform the following services:

SCOPE: See Attachment A

COMPENSATION: See Attachment B

**MISCELLANEOUS**

Expenses for copies, printing , deliveries, photos, maps and other materials specifically for this contract to be billed at cost plus 10% for administration.

Services covered by this authorization shall be performed in accordance with the PROVISIONS attachment and Attachment A.

Approved for CLIENT

Accepted for Garcia Design, Inc.

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

By: Roberto Garcia 1/31/01

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

Title: President/Owner

Date: \_\_\_\_\_

Date: January 31, 2001

Williamson County Road Bond Program  
Landscape Architectural Services  
1/31/01, Garcia Design, Inc.

## PROVISIONS

### 1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for Garcia Design, Inc. to proceed with the work, unless otherwise provided for in the authorization.

### 2. LABOR COSTS

Garcia Design, Inc.'s Labor Costs shall be the amount of salaries paid to employees or contractors for work performed on CLIENT'S Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

### 3. DIRECT EXPENSES

Garcia Design, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not limited to necessary transportation costs including mileage at Garcia Design, Inc.'s current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Garcia Design, Inc.

### 4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for Garcia Design, Inc.'s administrative costs, as provided in this agreement.

### 5. COST ESTIMATES

Any cost estimates provided by Garcia Design, Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures Garcia Design, Inc. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

### 6. PROFESSIONAL STANDARDS

Garcia Design, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional consultants in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Garcia Design, Inc. makes no other warranty, expressed or implied.

### 7. TERMINATION

Either CLIENT or Garcia Design, Inc. may terminate this authorization by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay Garcia Design, Inc. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

### 8. ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either CLIENT or Garcia Design, Inc. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this authorization.

### 9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or Garcia Design, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

### 10. PAYMENT TO Garcia Design, INC.

Monthly invoices will be issued by Garcia Design, Inc. for all work performed under the terms of this agreement. Invoices are due and payable according to the terms stated on the invoice. Interest at the rate of 1 1/2 % per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

### 11. LIMITATION OF LIABILITY

Garcia Design, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement or a limit established by mutual agreement.

### 12. ADDITIONAL SERVICES

Services in addition to those specified in the Scope will be provided by Garcia Design, Inc. if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in attached Basis of Compensation or as negotiated.

### 13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above proposed fee. Sales tax, if applicable, will be indicated on invoice statements.

### 14. LANDSCAPE ARCHITECT'S STATEMENT OF CERTIFICATION

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe St., Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Landscape Architect's Registration Law, Texas Civil Statutes, Article 249c. In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby. (Rev. Jan 2001)

Williamson County Bond Program  
1/29/01  
Garcia Design, Inc.

**GARCIA DESIGN, INC.**

---

5316 HWY 290 WEST  
SUITE 150  
AUSTIN, TX 78735

PHONE 512-892-0363  
FAX 512-899-0655  
EMAIL [gar-des@swbell.net](mailto:gar-des@swbell.net)

**Attachment A**

**SCOPE OF SERVICES**

Professional Landscape Architectural services, county-wide, on a work order basis. Further description of specific services shall amend this attachment from time to time or per work order.

Scope of Services- Williamson County Road Bond Program  
Landscape Architectural Services  
1/31/01, Garcia Design, Inc.

**GARCIA DESIGN, INC.**

5316 HWY 290 WEST  
SUITE 150  
AUSTIN, TX 78735

PHONE 512-892-0353  
FAX 512-892-0655  
EMAIL gar-des@jwbell.net

**Attachment B****A. FEE SCHEDULE**

All of the services will be provided on an hourly rate basis and shall not exceed the stated budgets without written authorization from the CLIENT. Expenses shall be invoiced at cost plus 1 0% for administration. Permit fees and expenses, if required, are not included.

If services are negotiated and contracted within a specific year, the following rates shall apply.

Billing Rates (for 2001- 2003):	2001	2002	2003
Principal Landscape Architect	\$110	\$115	\$120
Senior Technical Staff	\$75	\$80	\$85
CADD Drafter	\$50	\$55	\$60

If one billing rate is used in an agreement executed in year 2001 for a three (3) year period, then each year would be weighted equally and averaged as follows: Average Contract rate = (rate 2001 + rate 2002 + rate 2003) divided by three. The average contract rates would be as follows:

Average Billing Rates (for 2001- 2003):
Principal Landscape Architect \$115
Senior Technical Staff \$ 80
CADD Drafter \$ 55

**B. Budget Per Task: (to be filled out with at the time a work order is defined or requested)**

TASK	COMPENSATION
1. Task (Describe task or deliverable);	\$ _____

**ACORD. CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
01/31/01**PRODUCER**  
USI Insurance Services of TX  
1946 South IH-35, Suite 301  
Austin, TX 78704  
512 443-0878

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE****INSURED**  
Garcia Design Inc.  
5316 Hwy 290 N, #150  
Austin, TX 78735INSURER A: **DPIC Companies**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA AGG \$ AUTO ONLY: AGG \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WGS/STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
<b>A OTHER Professional Liability</b>	PL00804002	10/28/00	10/28/01	\$500,000 per claim \$1,000,000 annl aggr.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Project Reference: Williamson Co. Road Bond Program

\*Except in the event of nonpayment

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

**CERTIFICATE HOLDER****ADDITIONAL INSURED: INSURER LETTER****CANCELLATION**Williamson County  
c/o Prime Strategies, Inc.  
1508 S. Lamar Blvd.  
Austin, TX 78704  
Attn: Mike Weaver

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL A 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

Jesse E. Janneran



## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**TERRA-MAR**

Consulting Engineers • Geotechnical • Environmental • Construction Materials Testing

AUSTIN • DALLAS • FORT WORTH • HOUSTON • LONGVIEW

January 18, 2001

Mr. Michael Weaver  
Prime Strategies, Inc.  
1508 South Lamar Blvd.  
Austin, Texas 78704

**Re: Williamson County Road Bond Program/Engineering Services**

Dear Mr. Weaver:

We appreciate the opportunity the Williamson County Commissioners Court has given Terra-Mar, Inc. (TMI) to provide geotechnical engineering services on the County Road Bond Program. As we discussed, attached to this letter is a fee schedule for Geotechnical Engineering Services and a Consulting Services Agreement. If you have any questions or need additional information please do not hesitate to call. We will be happy to meet with you at your convenience to discuss these matters.

Again, we look forward to working with the county on the improvement and development of roads. I also look forward to meeting with you in the next few weeks to discuss the specifics of the program.

Respectfully submitted,

**TERRA-MAR, INC.**

  
Emmett P. Irby, Jr., P.E.  
Vice President

Enclosure: Geotechnical Engineering Services Fee Schedule  
Consulting Services Agreement



**TERRA-MAR, INC.**

Standard Fee Schedules  
Effective July 1, 2000

## FEE SCHEDULE B GEOTECHNICAL ENGINEERING SERVICES

### Section 1000 - HOURLY PERSONNEL RATES

Engineering analysis, geotechnical and geologic studies, project planning and coordination, consultation and report preparation are based on the time of professional, technical and support personnel directly charged to the project, per hour:

1000	Principal (Note B1) .....	\$ 175.00
1001	Associate (Note B2) .....	\$ 140.00
1002	Senior Geotechnical Engineer and Geologist (Note B3) .....	\$ 120.00
1003	Geotechnical Engineer and Geologist (Note B4) .....	\$ 95.00
1004	Staff Engineer and Geologist (Note B5) .....	\$ 75.00
1005	Driller, per hour .....	\$ 65.00
1006	Engineering Aide or Intern .....	\$ 55.00
1007	Draftsman .....	\$ 50.00
1008	Senior Engineering Technician (Note B6) .....	\$ 50.00
1009	Driller's Assistant, per hour .....	\$ 45.00
1010	Clerical/Support Staff .....	\$ 45.00
1011	Engineering Technician (Note B6) .....	\$ 45.00

Note B1 – Owner, Partner, President of Firm. Expert Testimony at \$ 250.00 per hour.

Note B2 – Vice President of Firm, Department Head. Expert Testimony at \$ 200.00 per hour.

Note B3 – Bachelor of Science in Civil Engineering or Geology from an accredited university, P.E. or equivalent, minimum of five years of experience. Expert Testimony at \$ 175.00 per hour.

Note B4 – Bachelor of Science in Civil Engineering or Geology from an accredited university, P.E. or equivalent, minimum of three years of experience, or Master of Science degree and minimum two years of experience.

Note B5 – Bachelor of Science in Civil Engineering or Geology from an accredited university.

Note B6 – Vehicle Usage Charges apply to these categories at a rate of \$4.50 per hour, \$20.00 per half-day, or \$40.00 per full day.

### Section 1100 - SITE INVESTIGATION SERVICES

#### DRILLING CREW & EQUIPMENT TRANSPORTATION

##### Truck-mounted drilling rig & two-man crew to and from Site,

1101	Dallas and Tarrant County - Per Unit .....	\$ 250.00
1102	Outside Dallas and Tarrant County. - Per Mile, Per Unit .....	\$ 3.00

##### All-terrain vehicle mounted drilling rig & two-man crew to and from Site,

1103	Dallas and Tarrant County – Per Unit .....	\$ 600.00
1104	Outside Dallas and Tarrant County, Per Mile, Per Unit .....	Cost + 15%

##### Drill crew travel to and from job site (other than drilling rig),

1105	Dallas and Tarrant County, Per Unit .....	\$ 75.00
1106	Outside Dallas and Tarrant County, Per Mile .....	\$ 0.50
1107	Per Manhour .....	\$ 35.00


**TERRA-MAR, INC.**

Standard Fee Schedules  
Effective July 1, 2000

**DRILLING & SAMPLING CHARGES**
**Truck-Mounted Drilling Rig Drilling & Sampling with Shelby Tube (thin-wall sampler) In Clay and 2-Inch Split-spoon Sampler In Sand**

1108	Drilling without sampling, per foot.....	\$ 7.50
1109	Drilling with continuous sampling, 0 ft. to 20 ft., per foot.....	\$ 15.50
1110	Drilling with Intermittent Sampling 0 ft. to 50 ft., per foot.....	\$ 12.00
1111	Drilling with Intermittent Sampling 50 ft. to 100 ft., per foot.....	\$ 14.50
1112	Rock coring, carbide bit, NX-size, 0 ft. to 50 ft., per foot.....	\$ 16.50
1113	Rock coring, carbide bit, NX-size, 50 ft. to 100 ft., per foot.....	\$ 18.50
1114	Rock coring, diamond bit, NX-size, 0 ft. to 50 ft., per foot.....	\$ 20.50
1115	Rock coring, diamond bit, NX-size, 50 ft. to 100 ft., per foot.....	\$ 22.50
1116	Casing of boring through overburden for soils sampling, per foot.....	\$ 7.50
1117	Drilling rig with equipment and 2-man crew, each rig, per hour.....	\$ 140.00
1118	Additional drilling crew members, as required, per hour.....	\$ 45.00
1119	Relocation time in excess of 15 minutes per boring, standby, per hour.....	\$ 140.00

**All-Terrain Vehicle Mounted Drilling Rig Drilling & Sampling with Shelby Tube (thin-wall sampler) In Clay and 2-Inch Split-spoon Sampler In Sand**

1120	Drilling without sampling, per foot.....	\$ 10.50
1121	Drilling with continuous sampling, 0 ft. to 20 ft., per foot.....	\$ 18.50
1122	Drilling with Intermittent Sampling 0 ft. to 50 ft., per foot.....	\$ 14.50
1123	Rock coring, carbide bit, NX-size, per foot.....	\$ 19.50
1124	Rock coring, diamond bit, NX-size, per foot.....	\$ 21.50
1125	Drilling rig with equipment and 2-man crew, each rig, per hour.....	\$ 180.00
1126	Additional drilling crew members, as required, per hour.....	\$ 45.00
1127	Relocation time in excess of 15 minutes per boring, standby, per hour.....	\$ 180.00

**Miscellaneous Drilling Fees**

1128	Cone Penetrometer Test (TxDOT), each.....	\$ 35.00
1129	Standard Penetration Test with split barrel sampler, each.....	\$ 35.00
1130	Piezometer installation, bailing of drilling fluids, grouting and clean up, per hour (materials @ cost + 15%).....	\$ 145.00
1131	Minimum drilling fee, per day, exclusive of transportation fees.....	\$ 550.00
1132	In-situ measuring devices and materials, including piezometers, pore pressure transducers, inclinometers, specialized equipment and required associated materials such as sand and cement, and transportation.....	Cost + 15%
1133	Monitoring of water levels, per hour.....	\$ 45.00
1134	Air Compressor Rental, per day.....	\$ 350.00
1135	Grouting of Bore Holes, per foot.....	\$ 5.50

**Clearing, Staking Boreholes and Utility Clearance**

Personnel Only.....See Hourly Personnel Rates 1000 through 1011  
Rig and Crew Time, per hour.....See Items 1117 and 1125

**Additional Services**

Field Resistivity Soundings.....Fee Quoted on Request  
Tunneling Instrumentation.....Fee Quoted on Request  
Monitoring Tunneling Instrumentation.... See Hourly Personnel Rates 1000 through 1011  
Distress Analyses & Forensic Studies.... See Hourly Personnel Rates 1000 through 1011

**TERRA-MAR, INC.**

Standard Fee Schedules  
Effective July 1, 2000

**Section 1200 - LABORATORY TESTING****IDENTIFICATION AND CLASSIFICATION TESTS**

1200	Liquid and Plastic Limits .....	\$ 50.00
1201	Liquid and Plastic Limits with Lime Additive.....	\$ 50.00
1202	Percent Finer than No. 200 Sieve.....	\$ 35.00
1203	Sieve Analysis.....	\$ 50.00
1204	Hydrometer.....	\$ 90.00
1205	Bar Linear Shrinkage .....	\$ 25.00
1206	Crumb Dispersion .....	\$ 35.00
1207	Organic Content.....	\$ 25.00
1208	Specific Gravity .....	\$ 50.00

**PHYSICAL TESTS**

1209	Water Content and Visual Classification.....	\$ 5.00
1210	Density and Water Content.....	\$ 20.00
1211	Permeability.....	\$ 200.00
1212	Permeability, w/back pressure saturation, additional.....	\$ 50.00
1213	Permeability, back pressure saturation, exceeding 2 days, additional.....	\$ 100.00
1214	pH of Water .....	\$ 15.00
1215	pH of Soil.....	\$ 25.00
1216	Pinhole Dispersion .....	\$ 175.00
1217	Laboratory Resistivity (ASTM G-58).....	\$ 60.00
1218	Laboratory Resistivity (TEX 129E).....	\$ 70.00
1219	Porosity, Per Sample .....	\$ 80.00
1220	X-Ray Diffraction on Clays.....	Quoted on Request

**Lime Stabilization**

1221	Lime/Atterberg Series, raw sample plus four points with additive.....	\$ 220.00
1222	Lime/pH, raw sample plus four points with additive.....	\$ 125.00

**STRENGTH TESTS**

1223	Hand Penetrometer.....	\$ 2.75
1224	Torvane .....	\$ 4.50
1225	Miniature Vane .....	\$ 15.00
1226	Unconfined Compression on Soil .....	\$ 35.00
1227	Unconfined Compression on Rock (including specimen end preparation).....	\$ 45.00

**TERRA-MAR, INC.**

Standard Fee Schedules  
Effective July 1, 2000

**TRIAXIAL STRENGTH TESTS****Unconsolidated - Undrained**

1228	Per specimen .....	\$ 55.00
1229	Multi-stage.....	\$ 110.00

**Consolidated - Undrained**

1230	Per specimen, with pore pressure.....	\$ 465.00
1231	Multi-stage (1 sample, 3 stages of loading at 3 different confining pressures), with pore pressure.....	\$ 625.00

**Consolidated - Drained**

1232	Per specimen, silt or clay.....	\$ 325.00
1233	Per specimen, sand .....	\$ 275.00
1234	Multi-stage (1 sample, 3 stages of loading at 3 different confining pressures), silt or clay.....	\$ 425.00
1235	Above on sands .....	\$ 375.00

**DIRECT SHEAR TESTS**

1236	Unconsolidated - Undrained, per specimen .....	\$ 80.00
1237	Consolidated - Undrained, per specimen.....	\$ 145.00
1238	Consolidated - Drained, per specimen.....	\$ 175.00
1239	Consolidated - Drained w/Residual Strength, additional.....	\$ 45.00

**TEST VARIATIONS AND ADDITIONAL ITEMS**

1240	Hand-trimmed specimen to accompany Items 1228 through 1235, each.....	\$ 45.00
1241	Preparation of remolded specimen or specimen compacted to a specific density to accompany Items 1228 through 1239, each.....	\$ 45.00
1242	Stress-Strain Curve to accompany Items 1226 through 1239, per specimen or stage	\$ 35.00
1243	Mohr's Diagram to accompany Items 1228 through 1239, per diagram.....	\$ 35.00
1244	Stress-path to accompany Items 1228 through 1235.....	\$ 60.00

**COMPRESSIBILITY AND SWELL TESTS**

1245	Consolidation Test (up to 6 load increments), each.....	\$ 265.00
1246	Consolidation Test (load increments required in excess of 6), each .....	\$ 25.00
1247	Free Swell Test (percent swell under applied load), each.....	\$ 80.00
1248	Controlled Pressure Swell Test (swell pressure and percent swell), each.....	\$ 110.00
1249	Absorption Swell (ASTM D 4546), each.....	\$ 265.00

**CALIFORNIA BEARING RATIO (CBR) - DYNAMIC**

1250	CBR, Natural Soil, (per specimen).....	\$ 125.00
1251	CBR, with Stabilization Additive, (per specimen).....	\$ 145.00
Note: Typically, a minimum of three to five specimens is required, Proctor curve is not included.		
1252	Field CBR Test Fee .....	Quoted on Request

**TERRA-MAR, INC.**

Standard Fee Schedules  
Effective July 1, 2000

**COMPACTION AND CONTROL TESTS****Moisture-Density Relationship (Proctor Curve)**

1253	Standard Test (ASTM D698), each (Note B6) .....	\$ 175.00
1254	Modified Test (ASTM D1557), each (Note B6) .....	\$ 200.00
1255	TxDOT-Tex-113E Test, each (Note B6) .....	\$ 200.00
1256	TxDOT-Tex-114E Method A Test, each (Note B6) .....	\$ 185.00
1257	TxDOT-Tex-114E Method B Test, each (Note B6) .....	\$ 225.00

Note B6 – Additional Charge for less than 72 hours Results, Add 50%. With stabilization additive, add \$40.00.

1258	TxDOT Triaxial Test, Tex 117E, each .....	\$ 1,500.00
1259	TxDOT Wetball Mill Test, each .....	\$ 165.00
1260	Additional Charge for Preparation of Sample and Crushing, per hour .....	\$ 45.00

**SPECIALIZED ROCK TESTING**

1261	Triaxial Compression, per specimen .....	\$ 150.00
1262	Slake Durability (2 cycles) .....	\$ 165.00
1263	Brazilian Tensile Tests, each .....	\$ 30.00

**CORROSION POTENTIAL TESTING**

1264	Resistivity, Per Sample .....	\$ 65.00
1265	pH, Per Sample .....	\$ 25.00
1266	Oxidation – Reduction Potential, Per Sample .....	\$ 45.00
1267	Presence of Sulfides, Per Sample .....	\$ 45.00
1268	Water Soluble Sulfates, Per Sample .....	\$ 45.00

**SULFATE-INDUCED HEAVE POTENTIAL**

1269	Soluble Sulfate, Per Sample .....	\$ 110.00
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**SPECIAL TESTS OR ITEMS NOT LISTED .....** Fee Quoted on Request

**Section 1300 - REIMBURSABLE EXPENSES**

Expenses incurred to accomplish the scope of work contracted by the client will be charged to the client @ Cost + 15%. Reimbursable expenses include, but are not necessarily limited to, the following: subcontractor fees, equipment purchase costs, equipment and vehicle rental fees, long distance phone charges, postage, shipping, courier costs, fax transmissions, insurance, permits, and parking fees.

1300	Mileage reimbursement, per mile .....	\$ 0.55
1301	Subsistence .....	Cost + 15% or daily rate established by project location
1302	Personnel Mobilization .....	Hourly billing rate, plus applicable reimbursables
1303	Insurance Certificates for Additional Insured and Waivers of Subrogation, per certificate requested .....	\$ 125.00
1304	Computer Modeling/Design Program, per application .....	\$ 150.00

**TERRA-MAR, INC.**  
**PROFESSIONAL SERVICES • GENERAL TERMS AND CONDITIONS**  
**ENVIRONMENTAL AND GEOTECHNICAL ENGINEERING SERVICES**

The General Terms and Conditions agreed to by the parties are as follows:

1. **PARTIES:** Terra-Mar, Inc. (hereinafter "TMI") refers to the company performing the scope of work described herein and detailed in the TMI Proposal. "Client" refers to the person or business entity ordering the scope of work to be performed by TMI. If the Client is ordering work on behalf of another, Client represents and warrants that it is the duly authorized agent of the party that will benefit from the work. Unless otherwise stated in writing, Client assumes sole responsibility for the sufficiency of the work ordered. Client shall communicate these General Terms and Conditions to any third party to whom Client transmits any part of TMI's work. After execution of the Proposal Acceptance Agreement to which these General Terms and Conditions are attached and made a part thereto, TMI shall have no duty or obligation to any third party greater than that set forth in these General Terms and Conditions.
2. **SCOPE OF WORK:** "Work" means the specific environmental, geotechnical, analytical, testing or other service to be performed by TMI as set forth in TMI's Proposal, previously referenced herein and made a part hereof.
3. **TESTS AND INSPECTIONS:** Client shall ensure that all tests and inspections of the site, all materials provided, and work performed by others are delivered in a timely manner in accordance with the plans, specifications, contract documents, and TMI's recommendations. No claims for loss, damage or injury shall be brought against TMI by Client or any third party unless all reviews, tests and inspections have been so performed and unless TMI's recommendations have been followed. Client agrees to indemnify, defend and hold TMI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including but not limited to, court costs and reasonable attorney's fees in the event that all such reviews, tests, and inspections are not so performed or TMI's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act, or omission of TMI, its officers, agents or employees.
4. **SCHEDULING OF WORK:** The services set forth in the Proposal will be accomplished in a timely, workmanlike and professional manner by TMI personnel or authorized subcontractors. If TMI is required to delay commencement of work or if, upon undertaking work, TMI is required to halt work due to changes in the scope of work, interruptions in other aspects of the Project, or other causes beyond the reasonable control of TMI, additional charges will be applicable and payable by the Client.
5. **ACCESS TO SITE:** Client will provide access to the site for TMI to perform the work. TMI shall take reasonable measures to minimize damage to the site and any improvements as the result of its work; however, TMI has not included in its fee the cost of restoration of damage which may occur. TMI will restore the site to its former condition, upon written request from Client that provides for payment to TMI for the cost thereof.
6. **DAMAGE TO EXISTING MAN-MADE OBJECTS:** Unless TMI assumes in writing the responsibility of locating subsurface or latent conditions, Client agrees to indemnify and save TMI harmless from all claims, suits, losses, cost and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TMI's performance of its work and arising from subsurface or latent conditions, or damage to subsurface or latent objects, structures, lines or conduits where the actual presence and location thereof was not revealed to TMI by Client.
7. **CONFIDENTIALITY:** During the Project, TMI and its employees may obtain, directly or indirectly, secret and confidential information considered proprietary by Client. TMI agrees, on behalf of itself and its employees, to maintain the confidentiality of information formally designated as proprietary by the Client unless directed by Client in writing to disclose the information to others.
8. **RESPONSIBILITY:** TMI's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. TMI will not be responsible for evaluating, reporting or affecting job conditions relative to the health, safety or welfare of any persons other than its own employees. TMI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the Contract documents.
9. **SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test. All drilling samples or specimens will be disposed of sixty (60) days after submission of TMI's report. All archaeological samples will be returned to Client for permanent duration following submittal of TMI's final report.
10. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen percent (18%) per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay TMI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Remedies available to TMI for collection of amounts due, including mechanic's liens, shall not be limited by any contractual provision or other agreement that is not specifically made a part of this Agreement.



**11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, TMI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place TMI's files in order and/or to protect its professional reputation.

**12. WARRANTY:** TMI's services will be performed, its findings obtained, and its reports prepared in accordance with the Proposal which has been mutually agreed upon as well as these General Terms and Conditions. In performing its professional services, TMI will strive to perform services under these General Terms and Conditions in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This warranty is in lieu of all other warranties, either express or implied.

**13. INSURANCE AND INDEMNITY:** TMI agrees to carry the following liability insurance: Statutory Workers' Compensation and Employers' Liability, Comprehensive General Liability, and Comprehensive Automobile Liability. TMI will furnish certificates of insurance on request. To the extent of the coverage limits maintained by TMI and subject to the exclusions therein and the amount of the claims paid by such insurance, TMI agrees to indemnify and hold Client harmless from all losses, claims, demands, causes of action, and suits arising out of the willful or negligent acts of TMI, its officers, agents, employees, or subcontractors, in performing professional services at the worksite, in furnishing and using equipment and materials at the worksite, or in traveling to and from the worksite. If Client specifically requires additional insurance coverage, TMI will obtain the specific insurance coverage (if procurable) at Client's expense. TMI does not indemnify Client for damage arising out of Client's independent use of TMI data, advice, recommendations and reports.

**14. AGREEMENT TO ARBITRATE:** All disputes related directly or indirectly to any aspect of this contract, work related to this contract, or to any matter in this contractual relationship shall be arbitrated pursuant to and by the American Arbitration Association in Dallas, Texas.

**15. PRIORITY OF DOCUMENTS:** The terms of this Agreement shall control over any conflicting provisions within purchase orders, work orders, letters of intent, or other similar documents.

**16. APPLICABLE LAW:** This Agreement shall be governed by and construed according to the laws of the State of Texas. The venue for all claims asserted under this Agreement shall be Travis County, Texas.

CLIENT SIGNATURE: John C. Deesfle

COMPANY NAME: Williamson County

DATE: 2-13-01

TERRA-MAR, INC. [Signature]

DATE: 01/31/01

Clearing Approval: ☐ Yes ☐ No ☐ NA

END OF DOCUMENT

**TERRA-MAR**

**TERRA-MAR, INC.**  
**PROFESSIONAL SERVICES • GENERAL TERMS AND CONDITIONS**

**ENVIRONMENTAL AND GEOTECHNICAL ENGINEERING SERVICES**  
**CONSTRUCTION MATERIALS TESTING SERVICES**

The General Terms and Conditions agreed to by the parties are as follows:

1. **PARTIES:** Terra-Mar, Inc. (hereinafter "TMI") refers to the company performing the scope of work described herein and detailed in the TMI Proposal. "Client" refers to the person or business entity ordering the scope of work to be performed by TMI. If the Client is ordering work on behalf of another, Client represents and warrants that it is the duly authorized agent of the party that will benefit from the work. Unless otherwise stated in writing, Client assumes sole responsibility for the sufficiency of the work ordered. Client shall communicate these General Terms and Conditions to any third party to whom Client transmits any part of TMI's work. After execution of the Proposal Acceptance Agreement to which these General Terms and Conditions are attached and made a part thereto, TMI shall have no duty or obligation to any third party greater than that set forth in these General Terms and Conditions.

2. **SCOPE OF WORK:** "Work" means the specific environmental, geotechnical, analytical, testing or other service to be performed by TMI as set forth in TMI's Proposal, previously referenced herein and made a part hereof.

3. **TESTS AND INSPECTIONS:** Client shall ensure that all tests and inspections of the site, all materials provided, and work performed by others are delivered in a timely manner in accordance with the plans, specifications, contract documents, and TMI's recommendations. No claims for loss, damage or injury shall be brought against TMI by Client or any third party unless all reviews, tests and inspections have been so performed and unless TMI's recommendations have been followed. Client agrees to indemnify, defend and hold TMI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including but not limited to, court costs and reasonable attorney's fees in the event that all such reviews, tests, and inspections are not so performed or TMI's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act, or omission of TMI, its officers, agents or employees.

4. **SCHEDULING OF WORK:** The services set forth in the Proposal will be accomplished in a timely, workmanlike and professional manner by TMI personnel or authorized subcontractors. If TMI is required to delay commencement of work or if, upon undertaking work, TMI is required to halt work due to changes in the scope of work, interruptions in other aspects of the Project, or other causes beyond the reasonable control of TMI, additional charges will be applicable and payable by the Client.

5. **ACCESS TO SITE:** Client will provide access to the site for TMI to perform the work. TMI shall take reasonable measures to minimize damage to the site and any improvements as the result of its work; however, TMI has not included in its fee the cost of restoration of damage which may occur. TMI will restore the site to its former condition, upon written request from Client that provides for payment to TMI for the cost thereof.

6. **DAMAGE TO EXISTING MAN-MADE OBJECTS:** Unless TMI assumes in writing the responsibility of locating subsurface or latent conditions, Client agrees to indemnify and save TMI harmless from all claims, suits, losses, cost and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TMI's performance of its work and arising from subsurface or latent conditions, or damage to subsurface or latent objects, structures, lines or conduits where the actual presence and location thereof was not revealed to TMI by Client.

7. **CONFIDENTIALITY:** During the Project, TMI and its employees may obtain, directly or indirectly, secret and confidential information considered proprietary by Client. TMI agrees, on behalf of itself and its employees, to maintain the confidentiality of information formally designated as proprietary by the Client unless directed by Client in writing to disclose the information to others.

8. **RESPONSIBILITY:** TMI's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. TMI will not be responsible for evaluating, reporting or affecting job conditions relative to the health, safety or welfare of any persons other than its own employees. TMI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the Contract documents.

**11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, TMI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place TMI's files in order and/or to protect its professional reputation.

**12. WARRANTY:** TMI's services will be performed, its findings obtained, and its reports prepared in accordance with the Proposal which has been mutually agreed upon as well as these General Terms and Conditions. In performing its professional services, TMI will strive to perform services under these General Terms and Conditions in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This warranty is in lieu of all other warranties, either express or implied.

**13. INSURANCE AND INDEMNITY:** TMI agrees to carry the following liability insurance: Statutory Workers' Compensation and Employers' Liability, Comprehensive General Liability, and Comprehensive Automobile Liability. TMI will furnish certificates of insurance on request. To the extent of the coverage limits maintained by TMI and subject to the exclusions therein and the amount of the claims paid by such insurance, TMI agrees to indemnify and hold Client harmless from all losses, claims, demands, causes of action, and suits arising out of the willful or negligent acts of TMI, its officers, agents, employees, or subcontractors, in performing professional services at the worksite, in furnishing and using equipment and materials at the worksite, or in traveling to and from the worksite. If Client specifically requires additional insurance coverage, TMI will obtain the specific insurance coverage (if procurable) at Client's expense. TMI does not indemnify Client for damage arising out of Client's independent use of TMI data, advice, recommendations and reports.

**14. AGREEMENT TO ARBITRATE:** All disputes related directly or indirectly to any aspect of this contract, work related to this contract, or to any matter in this contractual relationship shall be arbitrated pursuant to and by the American Arbitration Association in Dallas, Texas.

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**16. APPLICABLE LAW:** This Agreement shall be governed by and construed according to the laws of the State of Texas. The venue for all claims asserted under this Agreement shall be Travis County, Texas.

CLIENT SIGNATURE: \_\_\_\_\_

TERRA-MAR, INC. 

COMPANY NAME: \_\_\_\_\_

DATE: 01/31/01

DATE: \_\_\_\_\_

Clearing Approval: ☐ Yes ☐ No ☐ NA

END OF DOCUMENT

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		POLICY ID: KK TERRA-1	DATE (MM/DD/YY) 02/01/01
<b>PRODUCER</b>  Baldwin Ins & Bonding Agency 1201 Kas Drive, Suite B Richardson TX 75081 Phone: 972-644-2688 Fax: 972-644-8035		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b>  Terra-Mar, Inc. 11050 Ables Ln. Dallas TX 75229		<b>INSURERS AFFORDING COVERAGE</b>	
		INSURER A: National American Insurance Co	
		INSURER B: American Internat'l Specialty	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

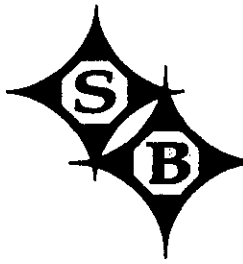
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY				EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	PRO2677141	04/01/00	04/01/01	FIRE DAMAGE (Any one fire) \$ 50000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
	<input checked="" type="checkbox"/> Pollution & E&O	PRO2677141	04/01/00	04/01/01	PERSONAL & ADV INJURY \$ 1000000
	<input type="checkbox"/> Professional Liab				GENERAL AGGREGATE \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO	AU1266242D	04/01/00	04/01/01	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS LIABILITY				EACH OCCURRENCE \$ 5000000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	PROU2672427	04/01/99	04/01/01	AGGREGATE \$ 5000000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CW1600142D	04/01/00	04/01/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1000000
					E.L. DISEASE - EA EMPLOYEE \$ 1000000
					E.L. DISEASE - POLICY LIMIT \$ 1000000
A	OTHER				
	Property Section	MP1688842D	04/01/00	04/01/01	
A	Equipment Floater	MP1688842D	04/01/00	04/01/01	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

RE: Williamson Co. Road Bond Project - Engineering Services Contract  
 Certificate holder is additional insured as respects the general and auto liability. A waiver of subrogation applies to general & auto liability in favor of certificate holder.

<b>CERTIFICATE HOLDER</b>	N	ADDITIONAL INSURED; INSURER LETTER:	<b>CANCELLATION</b>
PRIME14  Prime Strategies Attn: Mike Weaver 1508 South Lamar Blvd Austin TX 78704			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  <i>William A. Baldwin</i>



**Steger & Bizzell Engineering, Inc.**  
Consulting Engineers

1978 South Austin Avenue  
Georgetown, Texas 78626

Surveyors

Telephone: (512) 830-9412  
Facsimile: (512) 830-9416  
email: stegerbizzell@thegateway.net

September 14, 2000

Mr. David Hays  
Williamson County Commissioner, Pct. 3  
3151 S.E. Innerloop, Suite C  
Georgetown, TX 78626

RE: Engineering Contract  
D.B. Wood Road Extension - S&B Job No. ~~257d~~

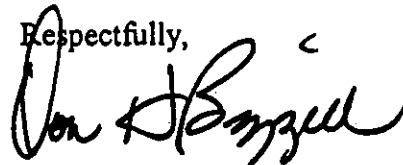
Dear Sir:

Attached for your consideration are two copies of the Engineering Services Contract for the extension of D.B. Wood Road from State Highway 29 to FM 2243. If you are in agreement with the terms of the contract, please have the Judge sign them and return one copy to me.

Our fee for the project is 8% of the constructed cost, based on an estimated cost of 5.2 million.

If you should have any questions, please give me a call.

Respectfully,



Don H. Bizzell, P.E.

Enclosures

DHB/pkc  
257dhh01

*Approved  
work 30-40% complete*

## INNER LOOP WEST (From State Hwy 29 to FM 2243)

Project No.19149

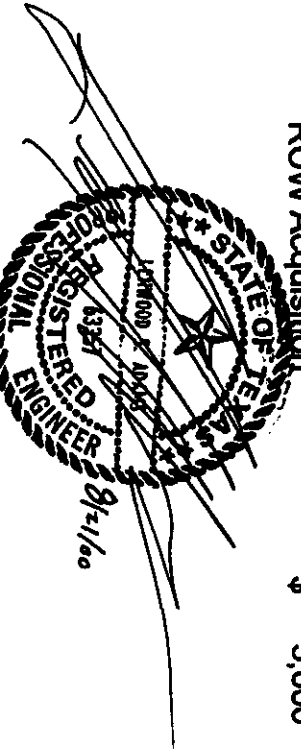
08/21/2000

Lenwood S. Adams, P. E.

## BUDGET ESTIMATE

<u>ITEM</u>	<u>UNIT PRICES</u>	<u>UNITS</u>	<u>QUANTITY</u>	<u>TOTAL</u>
Rock Excavation	\$ 6	CY	237,500	\$ 1,425,000
Soil Excavation	\$ 3	CY	12,500	\$ 31,250
Bridge Concrete	\$ 450	CY	4100	\$ 1,845,000
HMAC Surface	\$ 100	CY	2000	\$ 200,000
HMAC Base	\$ 90	CY	4000	\$ 360,000
Misc. Items				\$ 330,850
Subtotal				\$ 4,192,100
Contingencies	\$ 10	Percent		\$ 419,210
Subtotal				\$ 4,611,310
Engineering Fees	\$ 8	Percent		\$ 368,905
ROW Acquisition	\$ 5,000	Acre	37	\$ 185,000
Grand Total				\$ 5,165,215

2/13/2001



**AGREEMENT**

*for*

**ENGINEERING SERVICES**

*Between*

**WILLIAMSON COUNTY, TEXAS**

*and*

**STEGER & BIZZELL ENGINEERING, INC.**

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# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_, 2000 ("Effective Date") between

Williamson County, Texas whose address is:

710 Main Street, Suite 201, Georgetown, Texas 78626 ("OWNER") and

Steger & Bizzell Engineering, Inc. whose address is 1978 S. Austin Avenue, Georgetown,

Texas 78626 ("ENGINEER").

OWNER intends to construct approximately 2.3 miles of roadway including associated bridges, culverts, and anything else required to provide said roadway from SH 29 to FM 2243.

("Project").

**OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:**

**ARTICLE 1 - SERVICES OF ENGINEER****1.01 Scope**

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES****2.01 General**

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

**ARTICLE 3 - TIMES FOR RENDERING SERVICES****3.01 General**

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

**3.02 Suspension**

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

**ARTICLE 4 - PAYMENTS TO ENGINEER****4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER**

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

**4.02 Other Provisions Concerning Payments**

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted

by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

## ARTICLE 5 - OPINIONS OF COST

---

### 5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

### 5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

### 5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

## ARTICLE 6 - GENERAL CONSIDERATIONS

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### 6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the

extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

#### 6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

#### 6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

#### 6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages,

operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### 6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no

rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

##### 1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

##### b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

##### 2. For convenience,

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

#### 6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

#### 6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an

"arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

#### 6.11 Allocation of Risks

##### A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest

extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

#### 6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### 6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### 6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### 6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

### ARTICLE 7 - DEFINITIONS

#### 7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.



9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services

with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

## ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 9 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.

### 8.02 Total Agreement

A. This Agreement (consisting of pages 1 to      inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

## OWNER:

Williamson County, TexasBy: John C. Doerfler 2-13-01

John C. Doerfler

Title: County Judge

Date Signed: \_\_\_\_\_

Address for giving notices:

710 Main Street, Suite 201Georgetown, Texas 78626Designated Representative (paragraph 6.02.A):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## ENGINEER:

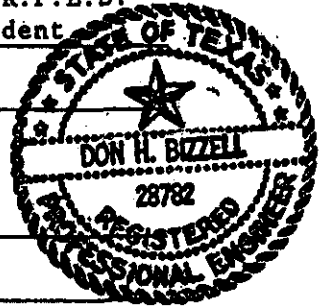
Steger & Bizzell Engineering, Inc.By: Don H. Bizzell

Don H. Bizzell, P.E., R.P.L.S.

Title: Executive Vice President

Date Signed: \_\_\_\_\_

Address for giving notices:

1978 S. Austin AvenueGeorgetown, Texas 78626Designated Representative (paragraph 6.02.A):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Don H. Bizzell, P.E., R.P.L.S.Title: Executive Vice PresidentPhone Number: (512) 930-9412Facsimile Number: (512) 930-9416E-Mail Address: stegerbizzell@thegateway.net

**SUGGESTED FORMAT**  
(for use with 1910-1, 1996 Edition)

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the Agreement between **OWNER** and **ENGINEER** for Professional Services dated \_\_\_\_\_, 2000.

Initial:

OWNER \_\_\_\_\_

ENGINEER OAB

**ENGINEER's Services**

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. **ENGINEER** shall provide Basic and Additional Services as set forth below.

**PART 1 -- BASIC SERVICES**

**A1.01 Study and Report Phase**

**A. ENGINEER shall:**

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
2. Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate two alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables:
7. Furnish 5 review copies of the Report to OWNER within 60 days of authorization to begin services and review it with OWNER.
8. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish 5 final copies of the revised Report to the OWNER within 30 days after completion of reviewing it with OWNER.

**B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.**

**A1.02 Preliminary Design Phase**

A. After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01.A.5.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
7. Submit to OWNER 5 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within 150 days after authorization to proceed with this phase.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

**A1.03 Final Design Phase**

A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01.A.5.
4. Perform or provide the following additional Final Design Phase tasks or deliverables:

5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.

6. Submit 3 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 60 days after authorization to proceed with this phase.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one.

D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

#### A1.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

#### A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree

in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph .B2.01.0

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and



interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or

Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
- c. ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:
  1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
  2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.
  3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:

6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

## PART 2 -- ADDITIONAL SERVICES

### A2.01 *Additional Services Requiring OWNER's Authorization in Advance*

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.

6. Providing renderings or models for OWNER's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.

10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

#### **A2.02 Required Additional Services**

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

**SUGGESTED FORMAT**  
(for use with 1910-1, 1996 Edition)

This is EXHIBIT B, consisting of 3 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated                     , 2000.

Initial:

OWNER

ENGINEER *DOB*

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**OWNER's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

R. Perform or provide the following additional services: NONE



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This is EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated \_\_\_\_\_, 2000.

Initial:  
OWNER \_\_\_\_\_  
ENGINEER JSB

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER --

C4.01 For Basic Services Having A Determined Scope -- Percentage of Construction Cost Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. General. An amount equal to 8.0 percent of the Construction Cost. This amount includes compensation for ENGINEER's Services and services of ENGINEER's Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and Reimbursable Expenses. The total compensation for services under paragraph C4.01 is estimated to be \$ 385,185.00.

2. As a basis for payment to ENGINEER, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by ENGINEER:

a. For Work designed or specified and incorporated in the completed Project, the actual final cost of the work performed by Contractor and paid by OWNER.

b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not Bid, the lowest bona fide negotiated proposal for such Work.

c. For Work designed or specified but not constructed upon which no such Bid or proposal

is received, ENGINEER's most recent opinion of probable Construction Cost.

d. Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices.

e. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

3. Progress payments:

a. The portion of the amounts billed for ENGINEER's services which is on account of the Percentage of Construction Cost will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Percentage of Construction Cost.

b. Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Study and Report Phase	<u>10</u> %
Preliminary Design Phase	<u>10</u> %
Final Design Phase	<u>50</u> %
Bidding or Negotiating Phase	<u>10</u> %
Construction Phase	<u>20</u> %
	100%

c. ENGINEER may alter the distribution of compensation between individual phases of the work noted herein but shall not exceed the total percent fee unless approved in writing by the OWNER.

4. ENGINEER's estimated total compensation is conditioned on Contract Times to complete the Work not exceeding 18 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

5. If more prime contracts are awarded for Work designed or specified by ENGINEER for the Project than identified in Exhibit A, ENGINEER shall be compensated an additional amount equal to 0.5 percent of the Construction Cost for all Basic Services for each prime contract added.

This is Appendix 1 to EXHIBIT C, consisting of   1   pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated                     .

Initial:  
OWNER             
ENGINEER           

<b>STEGER &amp; BIZZELL ENGINEERING, INC.</b>
<b>RATE SCHEDULE</b>

Effective September 1, 1999  
(All Rates Per Hour)

Engineer (Principal)	\$125.00
Engineer (P.E.)	\$88.00
Registered Surveyor	\$72.00
Project Manager	\$68.00
Senior Technician	\$68.00
Engineer in Training (E.I.T.)	\$68.00
Graduate Engineer	\$68.00
Geologist	\$56.00
Technician	\$49.00
Draftsman	\$45.00
Clerical	\$40.00
Field Inspector	\$39.00

2 Man Survey Party	\$82.00
3 Man Survey Party	\$92.00
4 Man Survey Party	\$101.00

**NOTE:** Expert Witness Fee is charged at 1.5 times hourly rate.

Mileage (when appropriate)      \$0.32/mile

Type	Per Each
Photo/Xerox	.10
Blackline:	
18 x 24	1.10
24 x 36	2.00
all other sizes	\$1.67 sq. ft.
Mylar:	
18 x 24	5.00
24 x 36	9.00

**SUGGESTED FORMAT**  
(for use with No. 1910-1, 1996 Edition)

This is EXHIBIT D, consisting of 4 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated \_\_\_\_\_, 2000.

Initial:  
OWNER \_\_\_\_\_  
ENGINEER 

**Duties, Responsibilities, and Limitations of Authority  
of Resident Project Representative**

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Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

**D6.02      *Resident Project Representative***

A. ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
  - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

- b. Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.
  - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
6. *Shop Drawings and Samples:*
- a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
  - c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
8. *Review of Work and Rejection of Defective Work:*
- a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
- a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

10. **Records:**
  - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
  - c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
  - d. Maintain records for use in preparing Project documentation.
  - e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.
11. **Reports:**
  - a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
  - d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
12. **Payment Requests:** Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.
14. **Completion:**
  - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

- c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize OWNER to occupy the Project in whole or in part.

**SUGGESTED FORMAT**  
(for use with No. 1910-1, 1996 Edition)

This is **EXHIBIT E**, consisting of   2   pages, referred to in and part of the Agreement between **OWNER** and **ENGINEER** for Professional Services dated \_\_\_\_\_,   2000  .

Initial:  
**OWNER** \_\_\_\_\_  
**ENGINEER** \_\_\_\_\_

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**NOTICE OF ACCEPTABILITY OF WORK**

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**PROJECT:**

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**OWNER:**

**OWNER's Construction Contract Identification:**

**EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:**

**CONSTRUCTION CONTRACT DATE:**

**ENGINEER:**

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**To:**

**OWNER**

**And To:**

**CONTRACTOR**

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The undersigned hereby gives notice to the above **OWNER** and **CONTRACTOR** that the completed Work furnished and performed by **CONTRACTOR** under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

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

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

**Dated:**

\_\_\_\_\_



(Reverse side of Notice)

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of ENGINEER.
3. Said Notice is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

**AGENDA ITEM 29**

Consider approving professional services agreement for the Road bonds projects with Baker Aicklen, Inc.

This item is to be considered with Agenda Item 33.

**AGENDA ITEM 30**

Discuss and take appropriate action on amount of bonds to issue for roads and parks.

This item was tabled until the afternoon work session.

**COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 10:23 A.M. ON TUESDAY, FEBRUARY 13, 2001.**

**AGENDA ITEM 31**

Discuss personnel: (EXECUTIVE SESSION REQUESTED as per VTCA Govt. Code 551.074 pertaining to personnel.)

No action was taken in Executive Session.

**COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 10:40 A.M. ON TUESDAY, FEBRUARY 13, 2001.**

**AGENDA ITEM 32**

Discuss and take any appropriate action on personnel matters.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: For the Commissioners' Court to authorize the County Auditor to hire an additional auditor to assist with payroll, grants and bond issues, with an item to be put on the February 20, 2001, agenda to allocate money to fund the position.

Vote: **5 - 0**

**AGENDA ITEM 33**

Discuss and take any appropriate action on jail/courthouse annex expansion.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve professional services agreement with Baker Aicklen, Inc., and to retain the 90-day time frame and \$500/day penalty clause.

Vote: **5 - 0**

**AGENDA ITEM 34**

Comments from commissioners.

**Commissioner Heiligenstein** asked if anyone had received comments about the landfill.

**Commissioner Limmer** stated that the problem with the landfill was due to a new scale that had been installed at the landfill, without enough room for the trucks to turn around to go back across the scale to weigh out on. He said he had gone out to the landfill and told them to stop the process, as there were many complaints and it was causing traffic congestion on FM 1660.

**Commissioner Heiligenstein** inquired about an update on parks bonds.

**Commissioner Hays** stated that when individuals give the county right-of-way and tear the old fence out and build a new one, that there is a requirement that if more than \$600 is spent on the new fence, that the county has to send an IRS 1099 form to the landowner.

**Dale Rye** commented that if the county sends a 1099 form, it should also be sending a donation receipt for the value of the land donated for the right-of-way.