

AGENDA ITEM 52

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

No action was taken on this agenda item.

AGENDA ITEM 53

Consider approving the following professional services contracts:

HVJ Associates, Inc. - asbestos and lead survey for courthouse renovation
Pate Engineers, Inc. - construction of roadway and drainage improvements

Moved: **Commissioner Limmer**

Seconded: **Commissioner Heiligenstein**

Motion: To approve the following professional services contracts:

HVJ Associates, Inc. - asbestos and lead survey for courthouse renovation
Pate Engineers, Inc. - construction of roadway and drainage improvements

Vote: **4 - 0**

< Attachment >

Contract No. Lead/Asbestos Survey**Checklist****Prior to Initiation of Work**

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

Course of Work

- ☐ Original Consulting Work Product submittal
 - ☐ "Completed" Consulting Work Product
 - ☐ "Accepted" Consulting Work Product
 - ☐ Modifications and/or Changes for Approval of Consulting Work Product
 - ☐ "Approved" Consulting Work Product
 - ☐ Revisions to Work Product
 - ☐ Seal of Endorsement on all Consulting Work Product
 - ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County
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Contract No. _____

Notices (as applicable)

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

Documentation for Payment

- ☐ Internal Revenue Form W-9
 - ☐ Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
 - ☐ Invoice for Reimbursables
 - Proof of prior payment by Consultant of Reimbursables
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Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION:</u>	<u>TITLE:</u>	<u>PAGE</u>
I.	<i>Employment of the Consultant</i>	1
II.	<i>Basic Services of the Consultant</i>	1
III.	<i>Fee Schedule</i>	3
IV.	<i>Period of Service</i>	3
V.	<i>Coordination with the County</i>	4
VI.	<i>Review of Work Product</i>	5
VII.	<i>Revision to Work Product</i>	6
VIII.	<i>Consultant's Responsibility and Liability</i>	6
IX.	<i>Ownership of Documents</i>	8
X.	<i>Maintenance of and Right of Access to Records</i>	8
XI.	<i>Miscellaneous:</i>	
A.	Severability	9
B.	Venue	9
C.	Equal Opportunity in Employment	9
D.	Certificate of Consultant	9
E.	Notice	10
F.	Insurance Requirements	10
G.	Forfeiture of Contract	10
H.	Property Taxes	10
I.	Successors and Assigns	11
J.	Bidding Exemption	11
K.	Historically Underutilized Businesses	11
L.	Taxpayer Identification	11
M.	Compliance with Laws	11
N.	Reports of Accidents	11
O.	Entire Agreement	11
P.	Captions Not a Part Hereof	12
Q.	Incorporation of Attachments	12
R.	Entity Status	12
S.	Acknowledgement	12
	Signature Page	13

Contract No. _____

TABLE OF CONTENTS (cont'd)

EXHIBIT I	<i>Compensation for Professional Services</i>	14
	<i>Attachment A – Work Authorization</i>	16
EXHIBIT II	<i>Hourly Rates</i>	18
EXHIBIT III	<i>Compensation for Additional Professional Services</i>	19
EXHIBIT IV	<i>Production Schedule</i>	20
EXHIBIT V	<i>Procedures for Termination or Suspension</i>	21
EXHIBIT VI	<i>Equal Opportunity in Employment</i>	23
EXHIBIT VII	<i>Insurance Requirements</i>	25
APPENDIX A	<i>Scope of Services</i>	27
APPENDIX B	<i>Contractor's Qualification Statement</i>	28

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 HVJ Associates, Inc. (*the "Consultant"*).

WHEREAS, *County* proposes to renovate a courthouse;

WHEREAS, *County* desires to obtain professional services for an Asbestos and Lead survey (*the "Project"*);

WHEREAS, *Consultant* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the selection and analysis of cost-effective alternatives.

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

Section I
Employment of the Consultant

County agrees to employ *Consultant* and *Consultant* agrees to perform professional Asbestos and Lead Based Paints consulting services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (*individually or collectively the "County Judge"*). The *County Judge* shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Consultant

- A. In consideration of the compensation herein provided, *Consultant* shall perform professional consulting services for the *Project*, which are acceptable to the *County Judge*, based on standard consulting practices and the scope of work described on the Exhibits attached to this Agreement. *Consultant* shall also serve as *County's* professional Consultant in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Consultant's* services.
 - B. *Consultant* shall not commence work until *Consultant* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
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Contract No. _____

2 of 28 Pages

- C. **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 this particular **Project** at no cost to **Consultant**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Consultant**.
- D. **Consultant** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:

Construction Manual
 - a. Texas Department of Health Regulations
 - b. Environmental Protective Agencies National Emission Standards For Air Pollutants.
 3. As part of the Scope of Services, **Consultant** shall submit its work products to **County** for review at regular intervals.
 4. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III Fee schedule

- A. For and in consideration of the performance by **Consultant** of the work described in the Scope of Services, **County** shall pay and **Consultant** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **Consultant** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services **Consultant** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of **Consultant's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **Consultant**.
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Contract No. _____

3 of 28 Pages

Section IV
Period of Service

- A. **Consultant** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Consultant** shall complete all design work as described in the Scope of Services within __ (to be filled in by hvj) 26 calendar days from receipt by **Consultant** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **Consultant** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Consultant's** or **County's** reasonable control. Upon the discovery of such an event, **Consultant** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Consultant** of written Notice of Reinstatement from **County**. **Consultant**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Consultant's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Consultant** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.
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Contract No. _____

4 of 28 Pages

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard consulting practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party, and **County** may terminate this Agreement for reasons other than substantial failure by **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. **Consultant** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Consultant** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Consultant** shall be liable for any additional costs incurred by **County**.
- F. **Consultant** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Consultant** agrees that ONE HUNDRED and No/100 Dollars (\$ 100) per day shall be retained by **County** from any amounts due **Consultant** for every day that **Consultant** does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete consulting work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an consulting work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the consulting work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Consultant's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Consultant** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the **County Judge** in substantially the form of Attachment A to Exhibit I.
- C. **Consultant** shall furnish all available data and reasonable assistance necessary for the
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Contract No. _____

5 of 28 Pages

development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that **Consultant** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.

- D. **Consultant** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Consultant's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Consultant** shall cooperate and coordinate with **County's** staff, and other Consultants and contractors as reasonable and necessary and as required by the **County Judge**.

Section VI Review of Work Product

- A. **Consultant's** consulting work product will be reviewed by **County** under its applicable technical requirements and procedures.
 - B. Reports, plans, specifications, and supporting documents, (the "consulting work products"), shall be submitted by **Consultant** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the consulting work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the consulting work products in compliance with the requirements of this Agreement. . The completeness of any consulting work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Consultant** in writing within such 30-day period if such work product has been found to be incomplete.
 - C. If the submission is complete, **County** shall notify **Consultant** and **County's** technical review process will begin.
 - D. If the submission is incomplete, **County** shall notify **Consultant**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
 - E. **County** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to **Consultant**, who shall perform any required work and resubmit it to **County**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County Judge's** opinion substantial compliance with the requirements of this Agreement has been achieved.
 - F. After acceptance, **Consultant** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the **County Judge**. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
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Contract No. _____

6 of 28 Pages

- G. After approval of final consulting work products, *Consultant* shall without additional compensation perform any work required as a result of *Consultant's* development of the products which is found to be in error or omission due to *Consultant's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Consultant's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Consultant*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

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

Section VIII Consultant's Responsibility and Liability

- A. *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 canceled, *Consultant* shall inform *County* of such event within five working days.
- B. *Consultant* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
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Contract No. _____

7 of 28 Pages

- C. Acceptance and approval of the final plans by **County** shall not release **Consultant** of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by **County** shall be an assumption of responsibility or liability by **County** for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by **Consultant**.
 - D. **Consultant** shall indemnify, protect, and save harmless **County**, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of **Consultant** or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, **Consultant** shall not be responsible for the negligence of any other party, other than its subcontractors.
 - E. **Consultant's** opinions of probable **Project** cost or construction cost represent **Consultant's** professional judgment as a design professional familiar with the construction industry, but **Consultant** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from **Consultant's** opinions of probable cost.
 - F. **Consultant** shall perform all services and responsibilities required of **Consultant** under this Agreement using at least that standard of care which a reasonably prudent Consultant in Texas, who is licensed by the Texas Department of Health would use in similar circumstances.
 - G. **Consultant** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that **Consultant** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of **County**, to perform the services when and as required and without delays. It is understood that **County** will approve assignment and release of all key **Consultant** and professional personnel.
 - H. All employees of **Consultant** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of **Consultant**, who in the opinion of **County** is incompetent or whose conduct becomes detrimental to the work or coordination with **County**, shall upon **County's** and/or **County Judge's** request be immediately removed from association with the **Project**.
 - I. **Consultant** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
 - J. **Consultant** shall place his Texas Professional **Consultant's** endorsement on all documents and consulting data furnished to **County**, as required by law.
 - K. **Consultant** is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of **Consultant** shall be classified as an employee of **County**.
-

Section IX
Ownership of Documents

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

Section X
Maintenance of and Right of Access to Records

- A. **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 three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
 - B. **Consultant** further agrees that **County** or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Consultant**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Consultant** agrees that **County** shall have access during normal working hours to all necessary **Consultant** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. **County** shall give **Consultant** reasonable advance notice of intended audits.
 - C. **Consultant** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3)
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Contract No. _____

9 of 28 Pages

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

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

Section XI Miscellaneous

- A. **Severability.** 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.** **Consultant** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Consultant.** **Consultant** certifies that neither **Consultant** nor any members of **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 **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) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for **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.
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Contract No. _____

10 of 28 Pages

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: HVJ Associates
Dev Chelliah
3809 South 2nd Street #D100
Austin, Texas 78704

COUNTY: Williamson County (or successor)
Judge John Doerfler
710 Main Street
County Courthouse 2nd Floor
Georgetown, TX 78626

with copy to: Honorable Gene Taylor (or successor)
Williamson County Attorney
405 Martin Luther King, Box 7
Georgetown, TX 78626

and to: HVJ Associates
Mike Hason, Vice President
6120 S. Dairy Ashford Rd.
Houston, TX 77072

- F. **Insurance Requirements.** **Consultant** agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent **County** becomes aware that **Consultant** is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, **Consultant** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, **County** shall not have an affirmative duty to determine if **Consultant** is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of
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Contract No. _____

11 of 28 Pages

County and **Consultant** and their respective successors, executors, administrators, and assigns. Neither **County** nor **Consultant** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
 - J. **Taxpayer Identification.** **Consultant** shall provide to **County Judge** upon submittal of **Consultant's** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
 - K. **Compliance with Laws.** **Consultant** shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the **Consultant** shall furnish the **County** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
 - L. **Reports of Accidents.** Within 24 hours after **Consultant** becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the **Consultant**), whether or not it results from or involves any action or failure to act by the **Consultant** or any employee or agent of the **Consultant** and which arises in any manner from the performance of this Agreement, the **Consultant** shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The **Consultant** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the **Consultant**, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the **Consultant's** performance of work under this Agreement.
 - M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **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 **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 COMMISSIONERS COURT.
 - N. **Captions Not a Part Hereof.** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
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Contract No. _____

12 of 28 Pages

- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that ***Consultant*** is a License Asbestos Consultant Agency, duly authorized to transact and do business in the State of Texas.
- Q. ***Acknowledgement.*** As a duly authorized representative of ***Consultant***, I acknowledge by my signature below that I have read and understand the above paragraphs and that ***Consultant*** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. ***Definition of Consultant.*** The term "***Consultant***" as used herein is as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to Consultant shall relate to those standards promulgated by the Texas Department of Health.
-

6/12/2001

Page 207

Contract No. _____

13 of 28 Pages

EXECUTED this _____ day of _____, 2001.

THE CONSULTANT:

BY: _____

Printed Name: _____

Title: _____

WILLIAMSON COUNTY:

BY: _____

Williamson County Judge

Reviewed as to Form By: _____

County Attorney

Funds Verified By: _____

County Auditor

EXHIBIT I**COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 9,400.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Consultant* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Consultant* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Consultant* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Consultant* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *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 obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
 - 3.2 Work included in a Work Authorization shall not begin until *County* and *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 *County* 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
-

Contract No. _____

15 of 28 Pages

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.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Consultant** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Consultant** shall not be compensated for work made necessary by **Consultant's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$_____, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Consultant** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
 - 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
 - 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
 - 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Consultant**.
-

Contract No. _____

16 of 28 Pages

ATTACHMENT A

WORK AUTHORIZATION NO. _____

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

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 Agreement.

Contract No. _____

17 of 28 Pages

ATTACHMENT A (con't.)

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

CONSULTANT:

COUNTY:

Williamson County, Texas

By: _____

Signature

By: _____

Signature

Printed Name

Printed Name

Title

Title

Date

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Consultant

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

Contract No. _____

18 of 28 Pages

EXHIBIT II
HOURLY RATES

- 1. Senior Consultant.....\$ _____
 - 2. Graduate Consultant.....\$ _____
 - 3. Technician.....\$ _____
 - 4. Secretary/Clerical.....\$ _____
 - 5. Expert Witness Testimony.....\$ _____
-

EXHIBIT II
Fee Schedule Williamson County

Senior Consultant.....	\$ 75.00/hr
Consultant	\$ 65.00/hr
Technician.....	\$ 50.00/hr
Clerical	\$ 35.00/hr
Expert Witness Testimony.....	\$ 120.00/hr
CADD	\$ 48.00/hr
Mileage	\$ 0.40/mile
Supplies/miscellaneous.....	\$ cost
Sample Analysis (Asbestos)	\$ 10.00/ea
Sample Analysis (Lead).....	\$ 15.00/ea

EXHIBIT III**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***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, ***County*** shall pay and ***Consultant*** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
 3. The performance of any additional services must be authorized in writing in advance by the ***County Judge***.
 4. In the event of any dispute over the classification of ***Consultant's*** services as either basic or additional services, the decision of the ***County Judge*** shall be final and binding.
-

EXHIBIT IV**PRODUCTION SCHEDULE**

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Consultant* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Consultant* shall not be included within the days allowed for completion.

EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for **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, **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 **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 designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to **County** as a pre-condition to final payment.
3. Upon the above conditions being met, **County** shall pay **Consultant** for approved services actually performed under this Agreement, less previous payments.
4. Failure by **Consultant** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **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.

Procedures for **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, **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 designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to **County**, but shall be retained by **Consultant** unless requested by **County**.
 2. During the period of suspension, **Consultant** may submit the above-referenced statement to **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 **County** to perform:

1. In the event that **Consultant** exercises such right to terminate, within thirty (30) days after receipt by **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 product shall be delivered to **County** as a pre-condition to final payment. Upon the above conditions being met, **County** shall pay **Consultant** for approved services actually performed under this Agreement, less previous payments.
 3. Failure by **Consultant** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **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 VIEQUAL OPPORTUNITY IN EMPLOYMENT

- A. **Consultant** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **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. **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. **Consultant** will, in all solicitations or advertisements for employees placed by or on behalf of **Consultant**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. **Consultant** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Consultant's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. **Consultant** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
 - E. **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 investigation to ascertain compliance with such rules, regulations and orders.
 - F. In the event of **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 canceled, terminated, or suspended in whole or in part and **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.
 - G. **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. **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 **Consultant** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Consultant** may request **County** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII**INSURANCE REQUIREMENTS**

During the life of this Agreement, **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 \$ _____ per occurrence and \$ _____ in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$ _____ per occurrence and \$ _____ 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 \$ _____.
- E. In the event **Consultant** is self-insured in connection with any or all of the above-required insurance policies, **Consultant** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

Consultant shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by **County**. **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 and approved. Approval of the insurance by **County** shall not relieve or decrease the liability of **Consultant** hereunder.

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

It is the intention of the **County** and the **County Judge**, and agreed to and hereby acknowledged by the **Consultant**, that no provision of this Professional Services Agreement shall be construed to require the **County** or the **County Judge** to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct

Contract No. _____

26 of 28 Pages

connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

Contract No. _____

27 of 28 Pages

APPENDIX A**SCOPE OF SERVICES**

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

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

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

Geotechnical, Environmental & Materials Engineers

3809 South 2nd Street
Suite D-100
Austin, Texas 78704
512-447-9081
512-443-3442 fax
<http://www.hvj.com>

April 2, 2001

APPENDIX A

Williamson County Commissioners Court
c/o Ms. Karalei Nunn
1113 Architects
807 S. Rock Street
Suite 102
Georgetown, Texas 78626

Re: HVJ Job No. 01-123PEA-R
Comprehensive Asbestos and Lead-based Paint Survey
Williamson County Court House
Georgetown, Texas

Dear Commissioners Court Members:

Pursuant to your request, we are pleased to provide the enclosed proposal for asbestos and lead-based paint inspection, testing, and related consulting services for the above referenced project. We understand that our services for the project will consist of performing a comprehensive asbestos survey to identify asbestos-containing building materials utilized in the construction of the above referenced building prior to additional renovations to the building as well as a lead-based paint survey using an X-Ray Fluorescence (XRF) Analyzer.

HVJ Associates, Inc. will conduct these surveys as described in the Scope of Work section of this proposal. The time requirements we anticipate are detailed in the Schedule section. Additional work outside the scope of this proposal must be separately authorized in writing by the Client.

SCOPE OF WORK

1.0 PROJECT INFORMATION

Williamson County Court House, Georgetown, Texas, HVJ has the following understandings regarding this project and the site:

- 1.1 Based on our conversations and our site visit, we understand that the project consists of three stories, the basement and the clock tower/ roof of the courthouse building.
- 1.2 Additional understandings and assumptions are as follows:
 - a. The surveys will be conducted in a manner which will comply with applicable EPA, NESHAP and TDH requirements.

Williamson County Commissioners Court
April 2, 2001
Page 2

- b. Exterior areas for suspect materials will be sampled as part of the survey. The inspector(s) will not attempt to sample the roofing materials. HVJ will not be liable for the loss of any roof warranty.
- c. Interior furnishings will not be included in the survey.
- d. Samples will require some damage to existing surfaces. Efforts will be made to take samples from less noticeable locations and keep damage to a minimum.
- e. Only reasonably accessible areas will be surveyed. Any materials not readily accessible (i.e., piping in walls, hidden insulation treatments, materials in sealed chases, etc.) will not be addressed as part of this survey and demolition for access will not be performed.
- f. The Lead-based Paint Survey will be performed by Texas Lead Inspection & Environmental Services as a subcontractor to HVJ Technologies.

2.0 ASBESTOS INSPECTION, SAMPLING AND ANALYSIS

- 2.1 HVJ will conduct an inspection of the facility to identify and locate friable and non-friable asbestos-containing building materials (ACBM) in the buildings. The inspection will identify homogeneous materials throughout the structures. Homogeneous suspect materials will be sampled and analyzed for asbestos content by Polarized Light Microscopy (PLM) in accordance with the EPA, TDH and OSHA regulations. The inspection will be non-destructive in nature.
- 2.2 The inspection and sampling will be conducted by our staff EPA accredited and TDH licensed Inspector(s). Report preparation will be conducted under the direction of our staff EPA accredited and TDH licensed Management Planner or Individual Asbestos Consultant.
- 2.3 Samples will be analyzed in a NVLAP accredited and TDH licensed laboratory. Polarized Light Microscopy (PLM) will be utilized to determine the presence of asbestos in the bulk samples submitted. The percentage of asbestos will be determined by microscopic visual estimation in accordance with EPA methodology. The cost of sample analysis is included in the survey cost. Point Count Analysis will not be performed without approval from the Client and if required, will be performed at an additional cost. Approximately 115 samples will be collected.

3.0 LEAD-BASED PAINT INSPECTION

- 3.1 The Lead-based paint (LBP) inspection is intended to identify those components, which are positive for LBP and lead hazards.

Williamson County Commissioners Court

April 2, 2001

Page 3

3.2 Measurements will be taken on various substrates and components throughout the buildings. An XRF spectrum analyzer will be used to conduct the testing in accordance with the Texas Department of Health "Texas Lead Reduction Rules" effective 19 February 1996, amended 10 May 1998.

3.3 Up to ten (10) bulk confirmation paint samples will be collected.

4.0 REPORT AND RECOMMENDATIONS

Two (2) copies of a written report containing the following information will be provided to the Client:

4.1 A listing of ACBM and LBP sources identified by the inspection.

4.2 A summary of all samples collected, the sampled material location description, a friable or non-friable designation, a material condition and hazard assessment, and any special conditions observed.

4.3 Quantification of ACBM and LBP identified as part of this inspection.

5.0 LIMITATIONS

It should be noted that the asbestos survey results will be based on HVJ's field investigation and analyses of selected samples which are assumed to be representative of materials within the facility surveyed. This assumption will be based on visual observations by HVJ. The reports will not in any way represent a warranty or guarantee that other asbestos-containing materials do not exist within the building, or within building components which are not accessible or which were not sampled during the inspection. Additionally, the recommendations for the areas not surveyed will be based solely on the information available and should not in any way be construed to represent a warranty guarantee regarding that information's accuracy.

6.0 CLIENT RESPONSIBILITIES

HVJ requests the Client provide the following assistance:

6.1 Identify the Client's representative who will act as the liaison between HVJ and the Client.

6.2 Provide access to all parts of the building to be inspected.

6.3 Provide an on-site Client representative to HVJ personnel to provide keys to all areas to be inspected (or give keys to HVJ personnel).

6.4 Provide any available building plans or drawings of the facility.

Williamson County Commissioners Court
April 2, 2001
Page 4

COMPENSATION

Charges for the services described in the Scope of Work section will be provided on a Lump Sum cost basis as follows:

Comprehensive Asbestos and LBP Survey **\$ 9,400.00**

The above cost will not be exceeded without prior notification and approval from the Client. We do not expect any unforeseen conditions, however, additional charges may be incurred as the result of any of the following:

- Changes or additions to the Scope of Work
- Additional meetings and/or site visits as required.
- Stand-by time due to lack of or delayed access or lack of Client assistance.
- Scheduling delay and/or cancellation of the survey after project authorization and prior to arrival at the field site. In the event of a delay or cancellation, HVJ will be compensated for time and materials expended subsequent to project authorization.

SCHEDULE

We would anticipate the following project schedule:

<u>Phase (Sequenced)</u>	<u>Time Requirement</u>
Personnel Scheduling/Mobilization	5 Working Days
Field Survey	2 Working Days
Laboratory Analysis	5 Working Days
Survey report submittal	8 Working Days
<hr/>	
TOTAL TIME REQUIREMENT from date of receipt of signed Agreement and Authorization	20 Working Days

Williamson County Commissioners Court
April 2, 2001
Page 5

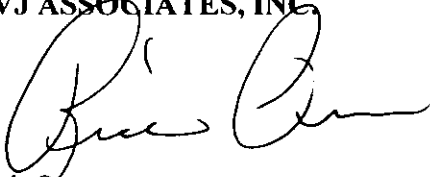
The above schedule is preliminary and can be modified to meet your specific project needs, if required. Additionally it assumes standard turn around time for laboratory services, these may be reduced for an increased sample analysis cost.

HVJ is prepared to proceed with assistance activities upon your acceptance and authorization.

We appreciate the opportunity to provide professional environmental related services to Williamson County. Should you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely yours,

HVJ ASSOCIATES, INC

A handwritten signature in black ink, appearing to read "Rick Orr", written over the company name.

Rick Orr
Individual Asbestos Consultant
TDH Lic. 10-5103

Contract No. _____

28 of 28 Pages

APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

QUALIFICATIONS SUMMARY

Prepared by:
HVJ ASSOCIATES, INC.
3809 South Second Street, Suite D-100
Austin, Texas 78704
512/447-9081

May 2001

COMPANY BACKGROUND

HVJ Associates, Inc. a privately held corporation founded in April 1985, is engaged in the practice of engineering. We're proud of our achievements, growth and reputation in the industry. These accomplishments can be directly attributed to the individual effort and dedication of each HVJ employee and adherence to high professional standards and ideals. Our ability in maintaining mutually-beneficial relationships while fulfilling the desires and deadlines of our clients has set us apart from our peers. Business is conducted with trust, honesty and integrity. HVJ is a leading provider of services to both the public and private sectors.

HVJ is proud of its record of service in this area. Our repeat client's include the Cities of Houston, Austin, and San Antonio as well as numerous smaller cities, the Counties of Travis, Harris, and Williamson have also been HVJ clients as have both the Austin and Houston Metropolitan Transportation Authorities.

Our private sector client list includes most of the major banking institutions and numerous industrial clients ranging from small single facility operators to international corporations such as Coca-Cola Enterprises.

We have been a leading provider of civil engineering services for over thirty years in the region and among the first firms to enter the asbestos services market. We are also proud to offer comprehensive environmental services ranging from Environmental Site Assessments through complete remediation.

To those clients who have worked with HVJ in the past we can only say, "Thank You". To those for whom this SOQ is an introduction to HVJ Associates, Inc., we look forward to the opportunity of serving you in the future.

The Geotechnical Services Division provides clients with timely, responsive, cost-effective engineering solutions to geotechnical design problems. Geotechnical problems pertain to the ability of earth materials to support loads, the deflection of materials under load, the load imposed by materials on buried structures, and the forces imposed by seepage of water through the earth.

HVJ Associates develops geotechnical design and construction recommendations for:

- ✓ Structure Foundation Stabilization
- ✓ Slope Stabilization
- ✓ Excavation Sheet piling and Shoring
- ✓ Buried Utilities
- ✓ Erosion Protection
- ✓ Beneficial Use of Dredge Materials
- ✓ Tunneling

The majority of our professional staff members have earned Master of Science Degrees in Geotechnical Engineering from major universities. Projects range in size from residential development to multi-billion dollar industrial and infrastructure facilities.

Sample projects are:

Improvements to Des Rios and Salado Creek Water Recycling - Currently working on this project to provide geotechnical recommendations for building foundation, trench excavation for proposed pipe line, foundation recommendation for hydropneumatic tank and ground storage tank and valve boxes.

Cedar Breaks Road Extension: From FM 2338 (Williams Road) to D. B. Woods Road - Williamson County, Texas. HVJ Associates provided geotechnical exploration, testing and design recommendations.

Prairie View A&M Science Building, Prairie View A&M University, Prairie View, Texas - Services Provided: HVJ Associates provided geotechnical exploration, testing and design recommendations.

I-10 Katy Freeway HOV Lane and Transit Center Connector, Geotechnical Study and Fault Investigation, IH-610 West Loop @ I-10 Interchange, Houston, Texas. - Services Provided: HVJ Associates conducted a geotechnical study and fault investigation. Deep geotechnical borings were drilled to determine subsurface stratigraphy and design characteristics for deep foundations to support aerial ramps and high-mast lighting facilities. Shallow geotechnical borings were drilled to evaluate pavement design, subbase preparation, utility construction, trench stability, and shallow foundations.

CIVIL ENGINEERING

General Civil Design

HVJ offers conventional civil and geotechnical design for projects large and small. We are well versed in the production of plans and specifications for projects ranging from complete street reconstruction through fueling facility design. HVJ has been providing pavement design, rehabilitation, and management services for over 30 years. We offer all aspects of pavement engineering from investigation through design, construction oversight, and management.

Recent Projects Have Included:

Austin Street Reconstruction Program - HVJ has developed complete plans, specifications, and construction cost estimates for over a dozen reconstruction projects in the city. Plans include details for connection with existing driveways, installation of bus pads, addition of access ramps to promote mobility improvements as required by ADA as well as utility upgrades, hydraulic design, traffic control plans, and appropriate pavement markings. Projects have ranged from small neighborhood streets through major commercial thoroughfares.

Capital Metro - HVJ provided geotechnical and environmental design services for the New Special Transit Services Facility. HVJ designed the new fueling system including dispensers, storage tanks and a fuel management system, to support a 100 vehicle fleet as well as the removal of existing underground storage tanks.

City of Seguin - HVJ has designed a Pedestrian Bridge and Bikeway using Federal grant funds. Services consisted of route selection, pavement markings and signage and bridge siting and design including foundation design and hydraulic studies.

City of Austin - Geotechnical Rotation Contract - HVJ has performed seven assignments in the past three years including the geotechnical site evaluation for fire stations, pumping stations, and most recently environmental support for various city projects.

Pavement Design at Katy Mills Mall - HVJ was asked to submit an alternative parking lot paving design for one of the largest shopping malls in Texas. The resulting cost savings to our client exceeded \$250,000.

Travis County Forensic Study - HVJ evaluated the long-term maintenance cost impacts to county roads as a result of using Polybutylene pipes in the 1970's. HVJ estimated the costs based on numerous pavement condition surveys and life cycle cost models.

Infrastructure Management Systems

HVJ has been providing pavement, bridge, and environmental management systems for over 30 years. HVJ prepared the first comprehensive report on Bridge Management Systems for the National Cooperative Highway Research Program and we have linked numerous databases containing environmental and engineering data to GIS systems.

Recent Projects Have Included:

City of Houston - HVJ developed the Pavement Maintenance Management Program (PMMP) for the

City of Houston. HVJ developed the network definitions, the associated software, and collected the condition survey data for over five thousand eight hundred centerline miles of streets.

Travis County - HVJ has performed numerous Pavement Condition Surveys for the County's 1200-mile road network. The analysis of these surveys have been used by the county to make long term maintenance budget decisions. HVJ has fielded survey crews, developed reports, and made presentations to the County Court of Commissioners.

City of Washington D.C. - HVJ developed a Bridge Management System based upon AASHTO's PONTIS software. HVJ also inspected the cities 269 bridges and performed load ratings for both operational and inventory levels. Bridges included prestressed concrete, steel girder, curved girder, and masonry arches.

Specialty Services

HVJ can help you solve those unusual problems. With our staff's extensive and varied background we can tackle almost any type of project. Recent examples include:

Houston Metro - HVJ performed a fatigue and corrosion analysis of Ikarus Buses for the Houston Metropolitan Transportation Authority. The analysis included finite element analysis of the bus frames as well as fatigue analysis based upon laboratory data. The results of the study were used to predict long term maintenance costs for the 300 bus fleet.

City of Midland - When a pipeline operator requested permission to convert a crude oil pipeline to gasoline service HVJ was asked by the City to analyze the section of pipeline that crossed the airport property and runways. HVJ developed a probabilistic model for pipe failure based on data from the Office of Pipeline Safety. HVJ then constructed a credible "worst case accident" and estimated the environmental consequences. The results of the study were provided in a report as well as a presentation to the City Council.

Airport Engineering

HVJ has been providing airport engineering services for over thirty years. Ranging from environmental studies, through characterization, design of new or reconstructed facilities, construction monitoring and safety assessments, Maxim's services are tailored to each assignment. Recent projects have included:

Pavement Management System and condition surveys for all general aviation airports in Louisiana for the Louisiana Department Of Transportation.

Geotechnical Engineering support on 43 assignments at the new Austin-Bergstrom International Airport (ABIA), including runway design, State Pooling Board apron design, bridge, signage, and lighting improvements. HVJ also performed condition surveys and installation of a Pavement Management System for all air-side pavements.

Environmental support during construction and initial operations at ABIA including oversight of remediation activities, drainage improvements, and the development and implementation of the Storm Water Pollution Prevention Plan.

Installation of a soil vapor extraction system at San Antonio International Airport to control methane migration from former LUST locations.

Investigation and safety analysis of a buried petroleum pipeline at Midland International Airport.

CONSTRUCTION SERVICES

The Construction Services Division assists clients with specialized engineering services to prevent construction problems and optimize the quality of constructed facilities.

Construction Management and Inspection Services

HVJ Associates collects data to be used by the client, architect and/or the construction manager to monitor a contractor's compliance with project specifications through:

- Pre-Construction Phase Services
- Construction Phase Inspection and Monitoring Services

Construction Materials Engineering and Testing Services

HVJ provides a full range of soil, concrete, asphalt and other construction materials testing and engineering services. We are qualified to perform construction materials testing services for building, transportation and infrastructure projects:

- Site Preparation and Earthwork
- Precast Structural Elements
- Post-Tensioned Concrete
- Cast-In-Place Concrete
- Structural Steel
- Pavements
- Foundations
- Fills and Embankments

HVJ is strongly committed to quality. We employ certified technicians, participate in inter-laboratory proficiency testing programs, and are accredited under ISO Guide 25 (based on ISO 9002) in order to independently verify the quality of our work.

Environmental Investigations

HVJ has provided extensive investigations under RCRA, CERCLA, and State of Texas LUST regulations. We have considerable experience in landfill performance issues including methane gas migration, resistivity surveys and permit compliance.

HVJ provides these services for a mix of public and private sector clients on properties ranging from vacant land to a variety of commercial and complex industrial sites. Services required for the ESAs have been performed in accordance with ASTM E1527.

Relevant project experience includes:

- HVJ has prepared over 70 ESAs and 50 Environmental Checklists for the USPS.
- HVJ completed Phase I ESAs and provided technical review of reports prepared by other consultants on 150 sites for Boston Chicken restaurants.

HVJ routinely conducts Phase II ESAs for a diverse set of clients. During the past five years, HVJ has performed an average of 400 Phase IIs per year in the western US. Relevant project experience includes:

- HVJ has prepared over 25 Phase IIs for the USPS in the past four years at sites located throughout the western US.
- HVJ conducted a Phase II investigation for the San Antonio District of TxDOT at a major highway intersection in San Antonio.
- HVJ conducted numerous Phase II investigations for TxDOT along IH-35 and US 290 in Austin.

Remediation

HVJ has designed and installed remediation systems for contaminated soils, sediments, and groundwater.

Recent Projects Have Included:

San Antonio International Airport - Installation of SVE System - HVJ installed an approximately 60 well soil vapor extraction system for the City of San Antonio at the San Antonio International Airport. The system was designed to protect a new parking garage by intercepting gasoline vapors and methane from an offsite leaking petroleum storage tank site.

City of San Antonio - Contaminated Soils Cleanup - HVJ performed a Phase I ESA along the proposed alignment of a highway expansion project in San Antonio. Based on the results of the Phase I, a Phase II was conducted to identify the degree of impact to suspect areas. Areas of concern were rated and identified for special handling during road and utilities construction. HVJ prepared an operations and waste handling plan for use during the construction, and performed monitoring during the construction to ensure proper soil and water handling and disposal.

Management

HVJ has provided several clients with overall environmental management support including permit

compliance, database development, and program oversight.

Recent Projects Have Included:

Austin-Bergstrom International Airport - HVJ assisted the City of Austin New Airport Project Team as their environmental consultant during the conversion of an airforce base to the new Austin-Bergstrom International Airport. HVJ reviewed investigations and remediations performed by USAF contractors to ensure that proper procedures were employed and that the City's interest in the property were protected. This project also included participation in, and presentations for City Environmental Review Board meetings, public information forums, and USAF advisory board. Projects at the site included site investigations and remediations, permitting, compliance issues, and general consulting.

TxDOT - Multiple Assignments - HVJ performed numerous project assignments for TxDOT including Phase I and II site assessments, hydrogeologic investigations, soil remediation, and UST removals under our statewide environmental engineering contract.

USPS - Multiple Assignments - HVJ performed Environmental Assessments and Environmental Site Assessments for numerous postal service sites in Texas and surrounding states. Many of these assessments included subsurface investigations and site cleanups under the Texas Voluntary Cleanup Program and similar programs in other states.

ASBESTOS/LEAD SERVICES

HVJ offers facility inspections for potential asbestos-containing materials or lead-based paint and performs sampling with EPA-accredited, experienced, and licensed inspectors utilizing procedures contained in EPA guidance documents. Our licensed Individual Asbestos Consultants provide complete asbestos consulting services to aid the facility owners in managing their asbestos in-place through an O&M Plan or Designing and Monitoring an Asbestos Abatement Project.

New Regulations governing lead in public housing and daycare facilities and OSHA regulations regarding lead exposure in construction and renovation projects have increased awareness and concern for property owners and building management firms as to the presence of lead in their facilities.

Surveys

HVJ has been providing Asbestos services since 1987. We can provide surveys to define areas containing Asbestos Containing Materials, provide comprehensive reports and also present the data in CAD and Database format.

Recent Projects Have Included:

TxDOT - HVJ has verified previous surveys and developed O&M plans for each TxDOT District. In addition to the O&M plans HVJ has developed abatement plans and specifications for more than twenty different geographic locations.

City of Austin- Rotation Contract - HVJ has been providing asbestos services to the City of Austin for over five years. Services include surveys, abatement planning, construction oversight, and O&M planning.

Texas MHMR – HVJ provided a comprehensive survey of over 200 buildings on two campuses.

Abatement Planning and Design

HVJ has developed plans and specifications for hundreds of abatements, resulting from both our surveys and surveys performed by other consultants.

Recent Projects Have Included:

BankOne Tower - The project scope included abatement of fireproofing, piping insulation, duct insulation and floor tile and mastic. The project had to be designed and the specifications developed quickly in order to meet construction deadlines. HVJ verified the results of the existing survey and developed plans and specifications and provided assistance with the bidding process.

Jourdanton ISD – HVJ supplied plans, specifications, bidding assistance, project management and air monitoring for asbestos abatement of floor tile & mastic in and pipe insulation in a crawl space.

HVJ has developed O&M Plans for numerous clients whose facilities do not warrant complete abatement.

Recent Projects Have Included:

TxDOT - Statewide O&M Planning - - HVJ has developed O&M plans for each TxDOT District.

KEY PERSONNEL

Engineering Staff

HVJ has a staff of three Licensed Professional Engineers to serve you in the Austin - San Antonio - Houston Triangle. These engineers provide our clients with over eighty years of combined experience. In addition to the licensed staff we have numerous engineering graduates available as well as CAD operators and technicians. Key engineering personnel include:

Robert (Frank) Carmichael, P.E. has over twenty-five years of experience with an extensive background in infrastructure design and assessment. He is a nationally recognized pavements expert and has designed some of the largest alternative fuels fueling facilities in the country.

Linda Barlow, P.E. has over fifteen years of experience in street and airfield design. She has been the lead design engineer on several high profile street reconstruction projects for the City of Austin over the past five years.

Devarajan (Dev) Chelliah, P.E. has over nine years professional experience and covers a wide range of geotechnical engineering experience. He has proposed, planned, and executed numerous projects.

Environmental Staff

HVJ personnel are experienced in both hazardous and non-hazardous waste remediation, environmental compliance, and permit support. Key personnel include:

Mr. Jeffery Richardson is the manager of environmental services for the Austin office and has over ten years of experience including site characterization and assessment, development of sampling and analysis plans and remediation planning.

Ms. Vicki Crnich is a senior environmental scientist with nine years of experience in the environmental field. Her experience includes subsurface investigations, remediation planning and implementation, contractor oversight, and environmental site assessments.

Asbestos Consultants

HVJ has seven licensed Individual Asbestos Consultants serving the Austin - Houston -San Antonio area. Supported by air monitoring technicians, CAD operators and all necessary support staff they are ready to support you with all your asbestos needs. Key individuals include:

Mr. Rick Orr is the senior consultant and lead paint designer for our Austin office. Mr. Orr has over ten years of experience in asbestos consulting and is highly regarded around the state. He has experience in all facets of asbestos services from emergency cleanup response through long term O&M planning.

Mr. Glenn Shrode has over ten years of asbestos consulting experience. He has been providing outstanding support to the City of Austin as well as numerous school districts. He is also licensed as a Lead Based Paint Inspector and Risk Assessor.

Mr. Robert Dalton has over ten years of asbestos experience as well as experience in construction oversight and environmental assessments. He has recently completed extensive work for the Jourdanton ISD and TxDOT.

OFFICE CONTACTS

Austin/San Antonio

Dev Chelliah, P.E. or
Rick D. Orr
HVJ Associates, Inc.
3809 South Second Street D-100
Austin, Texas 78704
(512) 447-9081
Fax (512) 443-3442
Email: rorr@hvj.com

Houston

Eli Zlotnik, P.E.
HVJ Associates, Inc.
6120 South Dairy Ashford Road
Houston, Texas 77072
(281) 933-7388
Fax (281) 933-7293
Email: ezlotnik@hvj.com

ACORD CERTIFICATE OF LIABILITY INSURANCE

04/10/01

PRODUCER USI Insurance Services of TX P.O. Box 218060 Houston, TX 77218-8060 281 496-3400		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.	
INSURED H V J Associates Inc. 6120 S. Dairy Ashford Houston, TX 77072		INSURERS AFFORDING COVERAGE	
		INSURER A: Security Insurance Company of Hart	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

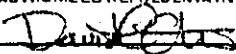
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <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 \$
	AUTOMOBILE LIABILITY <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) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	AEE0115960	04/06/01	04/06/02	\$1,000,000 per claim \$1,000,000 annl aggr.

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

*Except in the event of non-payment of premium

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
		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 

ACORD

CERTIFICATE OF LIABILITY INSURANCE

ESR MM
HVJO-A1

DATE (MM/DD/YY)
04/24/01

PRODUCER

Guaranty Insurance Services
P. O. Drawer 120
Baytown TX 77522
Phone: 281-421-7605 Fax: 281-421-7907

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

H.V.J. Associates, Inc.
6120 S.Dairy Ashford Rd.
Houston TX 77072

INSURER A:	Gemini Insurance Company
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INSURER B: Security National Ins. Co.

INSURER C: United National Insurance Co.

INSURER D: **Texas Workers' Comp. Ins. Fund**

INSURER E: Commercial Union Insurance Co.

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		
A	GENERAL LIABILITY	VIGP000967	02/23/01	02/23/02	EACH OCCURRENCE	\$ 1000000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				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"/>				PERSONAL & ADV INJURY	\$ 1000000	
	<input type="checkbox"/>				GENERAL AGGREGATE	\$ 2000000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPI/OP AGG	\$ 2000000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY	TCA7837060-02	02/23/01	02/23/02	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000	
	<input type="checkbox"/> ANY AUTO				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 AUTO ONLY: EA ACC	\$	
					AGG	\$	
C	EXCESS LIABILITY	CU65677	02/23/01	02/23/02	EACH OCCURRENCE	\$ 2000000	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2000000	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input checked="" type="checkbox"/> RETENTION \$ 25000				Umbrella	\$	
					Form	\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0012104801	03/01/01	03/01/02	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS OTH- ER		
	E.L. EACH ACCIDENT				\$ 1000000		
	E.L. DISEASE - EA EMPLOYEE				\$ 1000000		
	E.L. DISEASE - POLICY LIMIT				\$ 1000000		
E	OTHER Equipment	CRR655565	02/23/01	02/23/02	\$125,000		

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

CERTIFICATE HOLDER

Y

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

LOCAUS5

Lockwood, Andrews & Newnam Inc
Attn: Douglas E. Bell, P.E.
3420 Executive Center Dr, #151
Austin TX 78731

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.

Harold L. Hunt Jr.

Contract No. Pct 4 - 60 Roads**Checklist****Prior to Initiation of Work**

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

Course of Work

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

Notices (as applicable)

Contract No. _____

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

Documentation for Payment

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

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION:</u>	<u>TITLE:</u>	<u>PAGE</u>
I.	<i>Employment of the Engineer</i>	1
II.	<i>Basic Services of the Engineer</i>	1
III.	<i>Fee Schedule</i>	3
IV.	<i>Period of Service</i>	3
V.	<i>Coordination with the County</i>	4
VI.	<i>Review of Work Product</i>	5
VII.	<i>Revision to Work Product</i>	6
VIII.	<i>Engineer's Responsibility and Liability</i>	6
IX.	<i>Ownership of Documents</i>	8
X.	<i>Maintenance of and Right of Access to Records</i>	8
XI.	<i>Miscellaneous:</i>	
A.	Severability	9
B.	Venue	9
C.	Equal Opportunity in Employment	9
D.	Certificate of Engineer	9
E.	Notice	10
F.	Insurance Requirements	10
G.	Forfeiture of Contract	10
H.	Property Taxes	10
I.	Successors and Assigns	11
J.	Bidding Exemption	11
K.	Historically Underutilized Businesses	11
L.	Taxpayer Identification	11
M.	Compliance with Laws	11
N.	Reports of Accidents	11
O.	Entire Agreement	11
P.	Captions Not a Part Hereof	12
Q.	Incorporation of Attachments	12
R.	Entity Status	12
S.	Acknowledgement	12
	Signature Page	13

Contract No. _____

TABLE OF CONTENTS (cont'd)

EXHIBIT I	<i>Compensation for Professional Services</i>	14
	<i>Attachment A – Work Authorization</i>	16
EXHIBIT II	<i>Hourly Rates</i>	18
EXHIBIT III	<i>Compensation for Additional Professional Services</i>	19
EXHIBIT IV	<i>Production Schedule</i>	20
EXHIBIT V	<i>Procedures for Termination or Suspension</i>	21
EXHIBIT VI	<i>Equal Opportunity in Employment</i>	23
EXHIBIT VII	<i>Insurance Requirements</i>	25
APPENDIX A	<i>Scope of Services</i>	27
APPENDIX B	<i>Contractor’s Qualification Statement</i>	28

Contract No. _____

1 of 27 Pages

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 Pate Engineers, Inc. (*the "Engineer"*).

WHEREAS, *County* proposes to construct roadway and drainage improvements;

WHEREAS, *County* desires to obtain professional services for miscellaneous county roads (*the "Project"*);

WHEREAS, *Engineer* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the selection and analysis of cost-effective alternatives.

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

Section I
Employment of the Engineer

County agrees to employ *Engineer* and *Engineer* agrees to perform professional engineering services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (*individually or collectively the "County Judge"*). The *County Judge* shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Engineer

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Judge*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.
 - B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
-

Contract No. _____

2 of 27 Pages

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:
 - i) The 1998 reprint of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways
 - ii) The September 31, 1998, Federal Highway Administration (FHWA) Mandate from the National Cooperative Highway Research Program (NCHRP), Report 350
 - b. Texas Department of Transportation Construction Manual
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
 - j. National Electrical Code (most current version)
 - k. Williamson County Bond Program Standard Procedures Manual
 - l. TxDOT Bridge Division Foundation Manual
 3. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 4. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.
-

Contract No. _____

3 of 27 Pages

Section III Fee schedule

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

Section IV Period of Service

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
 - B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within 365 calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
 - C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
 - D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and
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Contract No. _____

4 of 27 Pages

made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Engineer* may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party, and *County* may terminate this Agreement for reasons other than substantial failure by *Engineer* to perform by delivering a written Notice of Termination which shall take effect on the tenth day following receipt. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. *Engineer* shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of *Engineer* to perform, *County* may prosecute the work to completion by contract or otherwise and, in such a case, *Engineer* shall be liable for any additional costs incurred by *County*.
- F. *Engineer* specifically acknowledges that *County* will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining *County's* actual damages, *Engineer* agrees that one hundred and No/100 Dollars (\$100.00) per day shall be retained by *County* from any amounts due *Engineer* for every day that *Engineer* does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by *County* is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The *County Judge* will act on behalf of *County* with respect to the work to be performed under this Agreement. The *County Judge* shall have complete authority to interpret and define *County's* policies and decisions with respect to *Engineer's* services. The *County Judge* may designate representatives to transmit instructions and receive information.
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Contract No. _____

5 of 27 Pages

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

Section VI Review of Work Product

- A. **Engineer's** engineering work product will be reviewed by **County** under its applicable technical requirements and procedures.
 - B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by **Engineer** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. . The completeness of any engineering work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Engineer** in writing within such 30-day period if such work product has been found to be incomplete.
 - C. If the submission is complete, **County** shall notify **Engineer** and **County's** technical review process will begin.
 - D. If the submission is incomplete, **County** shall notify **Engineer**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
 - E. **County** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to **Engineer**, who shall perform any required work and resubmit it to **County**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County Judge's** opinion substantial compliance with the
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Contract No. _____

6 of 27 Pages

requirements of this Agreement has been achieved.

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

Section VII Revision to Work Product

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

Section VIII Engineer's Responsibility and Liability

- A. **Engineer** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Engineer** shall inform **County** of such event within five working days.
 - B. **Engineer** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County Judge** regarding county permitting or similar requirements properly waivable
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Contract No. _____

7 of 27 Pages

by the *County Judge*.

- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
 - D. *Engineer* shall indemnify, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, reasonable attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of *Engineer* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *Engineer* shall not be responsible for the negligence of any other party, other than its subcontractors.
 - E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
 - F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
 - G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
 - H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
 - I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
 - J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
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Contract No. _____

8 of 27 Pages

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

Section IX Ownership of Documents

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

Section X Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Engineer* reasonable advance notice of intended audits.
- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to
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Contract No. _____

9 of 27 Pages

the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.

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

Section XI Miscellaneous

- A. **Severability.** 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.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer's** firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for **Engineer**) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the
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Contract No. _____

10 of 27 Pages

work provided under this Agreement.

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

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

ENGINEER: Pate Engineers, Inc.
9430 Research Blvd., Suite IV-110
Austin, Texas 78759
Attn: Sam W. Jones, P.E. and
David A. Hamilton, P.E.

COUNTY: Williamson County (or successor)

with copy to: Honorable Gene Taylor (or successor)
Williamson County Attorney
405 N. W. C. Box 7
Georgetown, TX 78626
Attn: File No.

and to: Prime Strategies, Inc.
1598 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: Pena Swayze & Co., LLP
303 East Main Street
Round Rock, Texas 78664
Attn: Mike Swayze

and to: _____

- F. **Insurance Requirements.** **Engineer** agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.

Contract No. _____

11 of 27 Pages

- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.
- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR
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Contract No. _____

12 of 27 Pages

REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

- N. **Captions Not a Part Hereof.** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that **Engineer** is a Corporation, duly authorized to transact and do business in the State of Texas.
- Q. **Acknowledgement.** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. **Definition of Engineer.** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

EXECUTED this _____ day of _____, 2001.

THE ENGINEER:

BY: 

Printed Name: J.E. Pate, Jr., P.E.

Title: Senior Vice President

WILLIAMSON COUNTY:

BY: 

Williamson County Judge

Reviewed as to Form By:


County Attorney

Funds Verified By:

County Auditor

Contract No. _____

13 of 27 Pages

EXHIBIT I**COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 300,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 - WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
 - 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of
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Contract No. _____

14 of 27 Pages

the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The **Engineer** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$ 700,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Engineer** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
 - 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
 - 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
 - 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Engineer**.
-

ATTACHMENT A

WORK AUTHORIZATION NO. 1

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

Part 1. The *Engineer* will provide the following engineering services: CR 137

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$154,430.00.

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

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

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

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

ENGINEER:

Pate Engineers, Inc.

By: 
Signature

J.E. Pate, Jr. P.E.

Printed Name

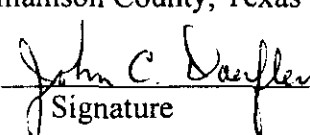
Senior Vice President

Title

6/5/01
Date

COUNTY:

Williamson County, Texas

By: 
Signature

John C. Deentler

Printed Name

County Judge
Title

6-12-01
Date

LIST OF EXHIBITS

- Exhibit A - Services to be Provided by County
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibits D 1 and D 2 - Fee Schedules

EXHIBIT A

SERVICES TO BE PROVIDED BY THE COUNTY

SEE EXHIBIT B – SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT B
SERVICES TO BE PROVIDED BY ENGINEER
SCOPE OF SERVICES
WILLIAMSON COUNTY ROAD BOND PROGRAM
CR 137

1.0 PROJECT DESCRIPTION

CR 137 is an existing north-south roadway that serves southern Williamson County south of the City of Hutto, Texas. This roadway originates on the southerly end at the Williamson County Line with Travis County and runs northerly to a junction with FM 1660 at a point approximately one mile south of Hutto. The project, as currently authorized, involves roadway improvements.

Anticipated improvements are as follows:

- Re-align the northern approximately 1 mile of CR 137 from the Brushy Creek Bridge to a new intersection with FM 1660 approximately ¼ mile east of the existing intersection. The purpose of this re-alignment is to eliminate sharp curves for safety and to relocate a portion of the roadway currently being threatened by erosion from Brushy Creek. The re-alignment is to be accomplished in an 80 foot ROW width which is to be acquired as part of the project.
- Re-align both horizontally and vertically the approximately ¼ mile segment of roadway immediately south of the Brushy Creek Bridge. This re-alignment is to be accomplished in an 80 foot ROW width. The additional ROW required to have a total of 80 feet of ROW width will be acquired as part of this project.
- Reconstruct the remainder of the roadway south to the Williamson County line within the existing ROW.
- The roadway section for all of the improvements proposed for CR 137 will be 2-12' lanes with 2' shoulders.

2.0 PRELIMINARY ENGINEERING AND SCHEMATIC DESIGN

2.1 General

As it currently exists, CR 137 is approximately two (2) miles in length from the county line on the south to FM 1660 on the north. Right-of-way currently exists for the current alignment of the roadway with a width of approximately 60 feet.

The scope of Services for the Preliminary Engineering and Schematic Design Phase includes the following tasks:

2.2 Schematic and Preliminary Engineering

- 2.2.1 Obtain and gather available area information and planning data for the project area, including other preliminary roadway layouts, Williamson County thoroughfare plans and City of Hutto Master Plan information.
- 2.2.2 Coordinate with Williamson County Environmental Consultant to obtain readily available record information on environmental issues for the project area, including Edwards Aquifer Recharge Zone locations, endangered species habitat, hazardous waste sites and other similar information.
- 2.2.3 Identify issues within the project area limits, including identifying other highway, toll road and arterial design activities currently underway or planned.
- 2.2.4 Coordinate with other projects currently being planned or designed within the project area.
- 2.2.5 Coordinate schematic design of intersection with FM 1660 with TxDOT, including meetings, presentations, correspondence and other communication as required with TxDOT.
- 2.2.6 Obtain drainage area information for the project area.
- 2.2.7 Coordinate proposed drainage improvements with TxDOT, including meetings, presentations, correspondence and other communication as required with Williamson County and the City of Hutto.
- 2.2.8 Identify water, wastewater, electric, gas and telecommunications utility providers in the project corridor. Obtain available utility location information for inclusion in preliminary engineering letter report. Coordinate with utility providers including meetings, presentations, correspondence and other communications as required with Williamson County.
- 2.2.9 Preparation of design schematic utilizing data obtained in tasks 2.2.1 through 2.2.8.
- 2.2.10 Prepare project schematics and preliminary engineering letter report with project cost estimates for construction and right-of-way.

3.0 DESIGN SURVEYS

3.1 Field Surveys

Accomplish the following survey tasks:

- Establish horizontal and vertical control for the entire project length.
 - Conduct a standard topographic survey of the existing roadway alignment.
-

- Layout re-aligned route and conduct standard topographic survey of the re-aligned route from a point approximately ¼ mile south of Brushy Creek northward to the proposed intersection of CR 137 and FM 1660.

4.0 RIGHT-OF-WAY (ROW) PLANS

Conduct the following right-of-way survey tasks:

- Prepare ROW strip maps depicting the existing right-of-way for the project length.
- Prepare ROW strip maps depicting the 80 foot right-of-way required to accomplished the proposed roadway re-alignment including the parcels required to be acquired to have 80 feet of ROW in the existing segment of CR 137 from Brushy Creek to a point approximately ¼ mile south of Brushy Creek.
- Identify individual parcels based on deed records and tax information. Perform deed research to ascertain current ownership and legal descriptions of parcels from which ROW will be acquired. Evaluate ROW acquisitions relative to whole takings versus remainders. Prepare legal descriptions and field notes for ROW parcels and establish sufficient field monumentation to identify the ROW parcels.

5.0 CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES

5.1 Roadway Design

5.1.1 Finalize Schematic

Utilize the selected re-alignment to refine plan view with horizontal geometry and add sufficient detail to obtain final county approval of preferred alignment schematic. Refine profile to secure adequate ties to intersecting streets, highways, railroads and driveways. Identify intersection and driveway construction limits, coordinate with TxDOT for limits of construction at intersection with existing F.M. 1660 on north end of project.

5.1.2 Earthwork Cross-Sections

Calculate earthwork cross-sections to reflect revised design schematic elements.

5.1.3 Plan-Profile Sheets

Using the approved schematic as the base drawing, prepare plan-profile sheets at 1" = 20' Scale

5.1.4 Intersecting Roads Profiles/Details/Summary

Develop profiles for intersecting roads and analyze each for accessibility and turning radii for trucks. Delineate limits of construction to attain a suitable profile and turning capacity. For intersecting street reconstruction that exceeds 100 feet, prepare a separate plan sheet with plan and profile data and construction limits defined, calculate and summarize side street quantities.

5.1.5 Miscellaneous Roadway Details

Prepare appropriate roadway detail information necessary to clarify construction intent or other construction details.

5.1.6 Summary of Roadway Quantities

Compute and tabulate roadway quantities using TxDOT bid items.

5.1.7 Assemble Applicable standards

Acquire applicable standards and modify as needed or appropriate. Provide title block with pertinent project information and sheet designations. Plot sheets and incorporate into plans.

5.2 Hydrology and Hydraulics

5.2.1 Sub Area Mapping and Inlet or Ditch Sizing

Prepare a drainage area map with sub-area boundaries for the drainage area affecting the roadway . Using the Rational Formula and a design storm frequency of 5 years, calculate storm flows for the roadway drainage system at selected locations. Size new ditches and evaluate existing ditch drainage system based on the calculated storm flows.

5.2.2 Storm sewer Sizing N/A

5.2.3 Culvert Sizing

Using project drainage area(s), and using the Rational Formula compute the peak discharge at each roadside culvert location based on the design 5 year storm and size culvert accordingly. Determine the upstream and downstream water surface elevations at each culvert location and insure that these elevations do not exceed allowable requirements established by Williamson County. Using project drainage area(s), and using the Rational Formula compute the peak discharge at each cross culvert location based on the design 25 year storm and size culvert accordingly. Determine the upstream and downstream water surface elevations at each culvert location and insure that these elevations do not exceed allowable requirements established by Williamson County. Prepare hydraulic data sheets for inclusion in the plans.

5.2.4 Storm sewer System Plan Profile

N/A

5.2.5 Cross Culvert Layouts

Prepare culvert layout sheets for each cross-drainage structure in accordance with TxDOT Standard Details, the TxDOT Hydraulic Manual and the hydraulic computations developed in Task 5.2.3.

5.2.6 Outfall Structure Details

Prepare and provide plan sheets and details to construct storm sewer outfalls and channel protection in existing, downstream receiving channels. Determine outfall grading requirements and provide plans, details and construction item quantities to shape outfall channels and stabilize the channel with slope protection or vegetation as appropriate.

5.2.7 Miscellaneous Drainage Details

Prepare any necessary plan details needed to clarify the construction requirements of the storm sewer system drainage facilities.

5.2.8 Summary of Drainage Quantities

Calculate drainage facility quantities and summarize in the plans. Prepare a bid item list and estimated construction cost for the drainage facilities, as designed.

5.2.9 Assemble Applicable Standards

Acquire applicable TxDOT standards for inclusion in the construction plans. Modify standards as needed. Provide title block with appropriate project information. Plot sheets and incorporate into the plan set.

5.3 Signing and Pavement Marking

5.3.1 Signing and Pavement Marking Layouts

Prepare signing and pavement marking layouts in accordance with TxDOT design standards and Texas Manual for Uniform Traffic Control Devices (TMUTCD).

5.3.2 Pavement Marking Details

Prepare necessary plan details needed to clarify the construction requirements of the striping plan.

5.3.3 Summary of Pavement Markings

Calculate quantities and summarize in the plans and prepare a Bid Item list and estimated construction costs for striping.

5.3.4 Small Sign Summary

Determine the mounting requirements for each sign or sign cluster based on TxDOT Standard Sheet SMD (1-1). List the signs on the TxDOT standard summary sheets together with totals for each mount type.

5.3.5 Assemble Applicable Standards

Acquire applicable TxDOT sign standards. Modify standards as needed. Provide title block with appropriate project information. Plot sheets and incorporate into the plan set.

5.4 TRAFFIC CONTROL PLANS

5.4.1 Traffic Control Layouts

Prepare layouts showing the travel lanes and construction areas for each phase of construction. Included in the plans will be temporary signing and striping, channelization devices, barricades and a narrative description of the work.

5.4.2 Traffic Control Typical Sections

In conjunction with the traffic control layouts, develop typical cross-sections showing line widths, edge conditions, channelization and proposed construction area.

5.4.3 Intersection Staging Plan

Develop typical intersection staging plans for similar intersections. Develop custom intersection staging layouts for special conditions.

5.4.4 Driveway Staging Plans

Develop typical driveway staging plans for similar types of driveways. Develop custom driveway staging layouts for special conditions.

5.5 Storm Water Pollution Prevention Plan (SW3P)

5.5.1 SW3P

Prepare SW3P on standard TxDOT SW3P plan sheet.

5.5.2 Erosion Control

Prepare erosion control plan layout sheets showing necessary and appropriate erosion control devices including, but not limited to, sediment control fences, rock filter dams, soil retention blankets, riprap slope protection and other devices as required.

5.5.3 Erosion control Details

Prepare necessary plan details needed to clarify the construction requirements of the SW3P.

5.5.4 Assemble Applicable Standards

Acquire applicable TxDOT standards. Modify standards as needed. Provide title block with appropriate project information. Plot sheets and incorporate into the plans.

5.6 Plans, Specifications and Estimates (PS&E) Documents

5.6.1 Construction Cost Estimate - Basis of Estimate

Compute and tabulate construction item quantities using TxDOT bid items and descriptive codes. Prepare an engineers estimate for the 30%, 60%, 90% and final submittals. Prepare a basis of estimate including application rates and quantities for inclusion in the general notes.

5.6.2 Construction Duration Estimate

Prepare a construction duration estimate using TxDOT duration estimating procedure and production rates applicable to Williamson County.

5.6.3 General Notes and specifications

Prepare general notes based on recently-let projects in Williamson County and special conditions for the project. Provide a list of standard and special specifications applicable to the project. Prepare any custom specifications needed for the project.

5.7 Project Management

5.7.1 General Project Coordination

Provide general project coordination for the project design activities within the overall limits of the project. Develop work plans for surveying and design tasks and coordinate with Williamson County for property entry and meetings with involved parties.

5.7.2 Project Administration

Provide project administration oversight as needed to track budgets and schedules, project correspondence, sub consultant contract administration, billings and progress reports. Schedule and conduct monthly project progress report with Williamson County to report work effort completed and underway.

EXHIBIT C

WORK SCHEDULE

WILLIAMSON COUNTY ROAD BOND PROGRAM

CR 137

- Preliminary Engineering and Schematic Phase - 120 Calendar Days
 - Detail Design Phase – 120 Calendar Days
-

EXHIBIT C
WORK SCHEDULE
WILLIAMSON COUNTY ROAD BOND PROGRAM
CR 137

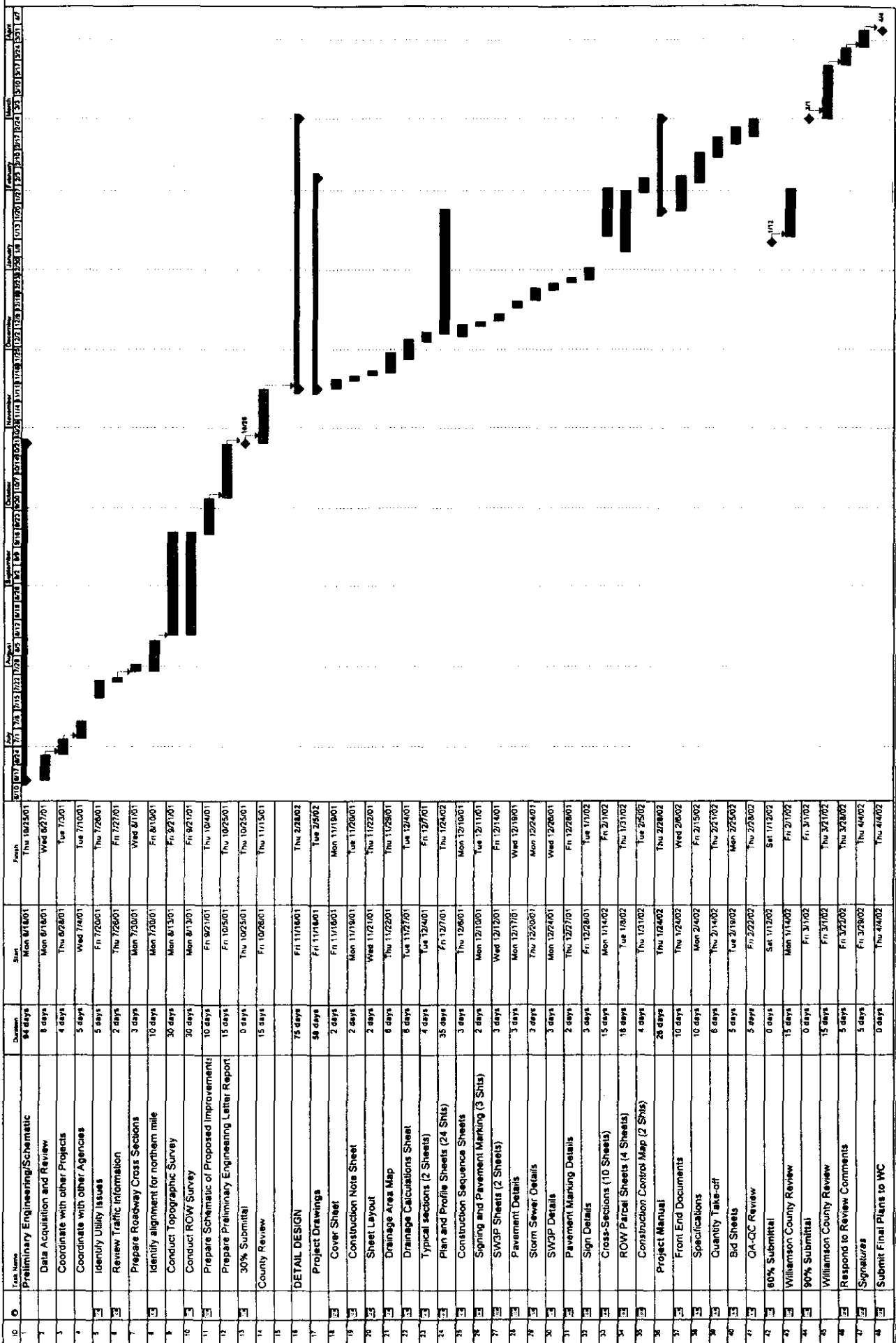


EXHIBIT D 1

HOURLY RATES AND REIMBURSABLE EXPENSES

PATE ENGINEERS, INC.

Services performed on an hourly basis would be based on the actual hourly salary cost rates for members of our staff times a multiplier of 2.3. The following is a list of typical hourly salary cost rates for various staff categories:

<u>Staff Category</u>	<u>Salary Cost</u>	<u>Multiplier</u>	<u>Typical Rate</u>
Principal			\$150.00*
Project Manager/Senior Project Engineer.....	\$60.00	per hour x 2.3	\$138.00
Construction Manager.....	\$45.00	per hour x 2.3	\$104.00
Project Engineer	\$45.00	per hour x 2.3	\$104.00
Design Engineer	\$30.00	per hour x 2.3	\$69.00
Senior Designer	\$45.00	per hour x 2.3	\$104.00
CADD Technician/Draftsman	\$32.00	per hour x 2.3	\$74.00
Construction Observer	\$30.00	per hour x 2.3	\$69.00
Clerical	\$25.00	per hour x 2.3	\$58.00

In addition, certain reimbursable expenses incurred by us in performing this assignment will be billed to you at our direct cost. These expenses include reproduction costs and delivery charges. Mileage will be billed at \$0.31 per mile. Additionally, subcontract services will be billed to you at our direct cost.

* Flat Rate

EXHIBIT D 2*Diamond Surveying, Inc.***STANDARD RATE SCHEDULE**

Effective January 1, 2001, the following rates apply to work performed on an hourly-charge basis.

DIRECT LABOR**OFFICE PERSONNEL SERVICES**

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor.....	\$85.00 per hour
R.P.L.S. as expert witness.....	\$125.00 per hour
Project Surveyor.....	\$65.00 per hour
GPS Processor.....	\$65.00 per hour
Survey Technician.....	\$60.00 per hour
Secretary.....	\$45.00 per hour

FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
2-Man Field Party.....	\$95.00 per hour
3-Man Field Party.....	\$115.00 per hour
4-Man Field Party.....	\$135.00 per hour
GPS Field Unit with Operator	\$100.00 per hour
GPS Field Unit without Operator	\$50.00 per hour

DIRECT EXPENSES

Subsistence for Out-of-Town Work..... \$100.00 per day/per person

Notes:

1. Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.
2. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
3. Field Party stand-by time will be charged at the above-shown appropriate rates.

ATTACHMENT A

WORK AUTHORIZATION NO. 2

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

Part 1. The *Engineer* will provide the following engineering services: CR 300

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$181,293.00.

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

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

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

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

ENGINEER:

Pate Engineers, Inc.

By: _____

Signature

J.E. Pate, Jr. P.E.

Printed Name

Senior Vice President

Title

6/5/01

Date

COUNTY:

Williamson County, Texas

By: _____

Signature

John C. Doerfler

Printed Name

County Seal

Title

6-12-01

Date

LIST OF EXHIBITS

- Exhibit A - Services to be Provided by County
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibits D 1 and D 2 - Fee Schedules

EXHIBIT A

SERVICES TO BE PROVIDED BY THE COUNTY

SEE EXHIBIT B – SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT B
SERVICES TO BE PROVIDED BY ENGINEER
SCOPE OF SERVICES
WILLIAMSON COUNTY ROAD BOND PROGRAM
CR 300

1.0 PROJECT DESCRIPTION

CR 300 is an existing north-south roadway that serves northern Williamson County north of the City of Granger, Texas. This roadway originates on the southerly end at State Highway 95 in the City of Granger and runs northwesterly to a junction with FM 972 at a point approximately four miles northwest of Granger. The project, as currently authorized, involves both drainage and roadway improvements.

Anticipated improvements are as follows:

- Construction of additional storm water outfall conveyance under FM 971 at the southwest corner of the City of Granger.
- Cleanout and widening of the storm water outfall ditch between CR 300 and FM 971 on the western edge of Granger.
- Construction of additional storm water conveyance under CR 300 at the outfall ditch approximately 1200 feet west of Granger.
- Replace the existing timber drainage structure at the CR 301 intersection with concrete box culverts.
- Reconstruct approximately 1,000 linear feet of roadway from a point approximately 2,000 feet west of CR 301 to a point approximately 3,000 feet west of CR 301. Reconstructed roadway to be 2-12' lanes with 2-2' shoulders. Acquire sufficient right-of-way to allow this reconstruction in an 80 foot ROW. ROW to be acquired from the east side of the road.
- Re-align the northern one mile segment of the roadway to eliminate sharp curves. With the exception of approximately 800 feet of roadway, the existing pavement in this re-aligned segment is to be removed and re-used as feasible. Approximately 800 feet of pavement is to remain in place as access for a residence. Acquire sufficient right-of-way to allow this re-alignment in an 80 foot ROW.
- Evaluate the cost and feasibility of ROW acquisition for the remainder of the roadway to bring the ROW width to 80 feet for the entire roadway length.

2.0 PRELIMINARY ENGINEERING AND SCHEMATIC DESIGN

2.1 General

As it currently exists, CR 300 is approximately four (4) miles in length from SH 95 on the south to FM 972 on the north. Right-of-way currently exists for the roadway with a width of approximately 60 feet.

The scope of Services for the Preliminary Engineering and Schematic Design Phase includes the following tasks:

2.2 Schematic and Preliminary Engineering

- 2.2.1 Obtain and gather available area information and planning data for the project area, including preliminary roadway layouts, Williamson County thoroughfare plans and City of Granger Master Plan information.
- 2.2.2 Coordinate with Williamson County Environmental Consultant to obtain readily available record information on environmental issues for the project area, including Edwards Aquifer Recharge Zone locations, endangered species habitat, hazardous waste sites and other similar information.
- 2.2.3 Identify issues within the project area limits, including identifying other highway, toll road and arterial design activities currently underway or planned.
- 2.2.4 Coordinate with other projects currently being planned or designed within the project area.
- 2.2.5 Coordinate schematic design of intersection with FM 972 and drainage improvements under FM 971 with TxDOT, including meetings, presentations, correspondence and other communication as required with TxDOT.
- 2.2.6 Obtain drainage area information for the project area.
- 2.2.7 Coordinate proposed drainage improvements with the City of Granger and TxDOT, including meetings, presentations, correspondence and other communication as required with Williamson County and the City of Granger.
- 2.2.8 Identify water, wastewater, electric, gas and telecommunications utility providers in the project corridor. Obtain available utility location information for inclusion in preliminary engineering letter report. Coordinate with utility providers including meetings, presentations, correspondence and other communications as required with Williamson County.
- 2.2.9 Preparation of design schematic utilizing data obtained in tasks 2.2.1 through 2.2.8.
- 2.2.10 Prepare project schematics and preliminary engineering letter report with project cost estimates for construction and right-of-way.

3.0 DESIGN SURVEYS

3.1 Field Surveys

Accomplish the following survey tasks:

- Establish horizontal and vertical control for the entire project length.
 - Establish horizontal and vertical control for the stormwater outfall ditch on the west edge of Granger.
-

- Conduct a standard topographic survey of the outfall ditch on the west edge of Granger from a point 50 feet north of the centerline of CR 300 to a point 300 feet south of FM 971.
- Cross section the existing CR 300 roadway at 100 foot intervals from the western edge of Granger to a point approximately 3,000 feet north of CR 301.
- Tie the existing roadway centerline to the project baseline.
- Layout re-aligned route and conduct standard topographic survey of the re-aligned route from a point approximately 800 feet south of CR 301 to the existing intersection of CR 300 and FM 972.

4.0 RIGHT-OF-WAY (ROW) PLANS

Conduct the following right-of-way survey tasks:

- Prepare ROW strip maps depicting the existing right-of-way and the right-of-way parcels on the east side of the roadway required to increase the existing right-of-way to an 80 foot width for the project segment from Granger to a point approximately 3,000 feet north of CR 301.
- Prepare ROW strip maps depicting the 80 foot right-of-way required to accomplish the proposed roadway re-alignment including the parcels required to be acquired to have 80 feet of ROW in the existing segment of CR 300 in the vicinity of FM 972 .
- *Identify individual parcels based on deed records and tax information. Perform deed research to ascertain current ownership and legal descriptions of parcels from which ROW will be acquired. Evaluate ROW acquisitions relative to whole takings versus remainders. Prepare legal descriptions and field notes for ROW parcels and establish sufficient field monumentation to identify the ROW parcels.*

5.0 CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES

5.1 Roadway Design

5.1.1 Finalize Schematic

Utilize the selected re-alignment to refine plan view with horizontal geometry and add sufficient detail to obtain final county approval of preferred alignment schematic. Refine profile to secure adequate ties to intersecting streets, highways, railroads and driveways. Identify intersection and driveway construction limits, coordinate with TxDOT for limits of construction at intersection with existing F.M. 972 on north end of project.

5.1.2 Earthwork Cross-Sections

Calculate earthwork cross-sections to reflect revised design schematic elements.

5.1.3 Plan-Profile Sheets

Using the approved schematic as the base drawing, prepare plan-profile sheets at 1" = 20' Scale

5.1.4 Intersecting Roads Profiles/Details/Summary

Develop profiles for intersecting roads and analyze each for accessibility and turning radii for trucks. Delineate limits of construction to attain a suitable profile and turning capacity. For intersecting street reconstruction that exceeds 100 feet, prepare a separate plan sheet with plan and profile data and construction limits defined, calculate and summarize side street quantities.

5.1.5 Miscellaneous Roadway Details

Prepare appropriate roadway detail information necessary to clarify construction intent or other construction details.

5.1.6 Summary of Roadway Quantities

Compute and tabulate roadway quantities using TxDOT bid items.

5.1.7 Assemble Applicable standards

Acquire applicable standards and modify as needed or appropriate. Provide title block with pertinent project information and sheet designations. Plot sheets and incorporate into plans.

5.2 Hydrology and Hydraulics

5.2.1 Sub Area Mapping and Inlet or Ditch Sizing

Prepare a drainage area map with sub-area boundaries for the drainage area affecting the roadway . Using the Rational Formula and a design storm frequency of 5 years, calculate storm flows for the roadway drainage system at selected locations. Size new ditches and evaluate existing ditch drainage system based on the calculated storm flows.

5.2.2 Storm sewer Sizing

N/A

5.2.3 Culvert Sizing

Using project drainage area(s), and using the Rational Formula compute the peak discharge at each roadside culvert locations based on the design 5 year storm and size culvert accordingly. Determine the upstream and downstream water surface elevations at each culvert location and insure that these elevations do not exceed allowable requirements established by Williamson County. Using project drainage area(s), and using the Rational Formula compute the peak discharge at each cross culvert locations Using project drainage area(s), and using the Rational Formula compute the peak discharge at each roadside culvert location based on the design 5 year storm and size culvert accordingly. Determine the upstream and downstream water surface elevations at each culvert location and insure that these elevations do not exceed allowable requirements established by Williamson County. Using project drainage area(s), and using the Rational Formula compute the peak discharge at each cross culvert location based on the design 25 year storm and size culvert accordingly. Determine the upstream and downstream

water surface elevations at each culvert location and insure that these elevations do not exceed allowable requirements established by Williamson County. Prepare hydraulic data sheets for inclusion in the plans.

5.2.4 Storm sewer System Plan Profile

N/A

5.2.5 Cross Culvert Layouts

Prepare culvert layout sheets for each cross-drainage structure in accordance with TxDOT Standard Details, the TxDOT Hydraulic Manual and the hydraulic computations developed in Task 5.2.3.

5.2.6 Outfall Structure Details

Prepare and provide plan sheets and details to construct storm sewer outfalls and channel protection in existing, downstream receiving channels. Determine outfall grading requirements and provide plans, details and construction item quantities to shape outfall channels and stabilize the channel with slope protection or vegetation as appropriate.

5.2.7 Miscellaneous Drainage Details

Prepare any necessary plan details needed to clarify the construction requirements of the storm sewer system drainage facilities.

5.2.8 Summary of Drainage Quantities

Calculate drainage facility quantities and summarize in the plans. Prepare a bid item list and estimated construction cost for the drainage facilities, as designed.

5.2.9 Assemble Applicable Standards

Acquire applicable TxDOT standards for inclusion in the construction plans. Modify standards as needed. Provide title block with appropriate project information. Plot sheets and incorporate into the plan set.

5.3 Signing and Pavement Marking

5.3.1 Signing and Pavement Marking Layouts

Prepare signing and pavement marking layouts in accordance with TxDOT design standards and Texas Manual for Uniform Traffic Control Devices (TMUTCD).

5.3.2 Pavement Marking Details

Prepare necessary plan details needed to clarify the construction requirements of the striping plan.

5.3.3 Summary of Pavement Markings

Calculate quantities and summarize in the plans and prepare a Bid Item list and estimated construction costs for striping.

5.3.4 Small Sign Summary

Determine the mounting requirements for each sign or sign cluster based on TxDOT Standard Sheet SMD (1-1). List the signs on the TxDOT standard summary sheets together with totals for each mount type.

5.3.5 Assemble Applicable Standards

Acquire applicable TxDOT sign standards. Modify standards as needed. Provide title block with appropriate project information. Plot sheets and incorporate into the plan set.

5.4 TRAFFIC CONTROL PLANS

5.4.1 Traffic Control Layouts

Prepare layouts showing the travel lanes and construction areas for each phase of construction. Included in the plans will be temporary signing and striping, channelization devices, barricades and a narrative description of the work.

5.4.2 Traffic Control Typical Sections

In conjunction with the traffic control layouts, develop typical cross-sections showing line widths, edge conditions, channelization and proposed construction area.

5.4.3 Intersection Staging Plan

Develop typical intersection staging plans for similar intersections. Develop custom intersection staging layouts for special conditions.

5.4.4 Driveway Staging Plans

Develop typical driveway staging plans for similar types of driveways. Develop custom driveway staging layouts for special conditions.

5.5 Storm Water Pollution Prevention Plan (SW3P)

5.5.1 SW3P

Prepare SW3P on standard TxDOT SW3P plan sheet.

5.5.2 Erosion Control

Prepare erosion control plan layout sheets showing necessary and appropriate erosion control devices including, but not limited to, sediment control fences, rock

filter dams, soil retention blankets, riprap slope protection and other devices as required.

5.5.3 Erosion control Details

Prepare necessary plan details needed to clarify the construction requirements of the SW3P.

5.5.4 Assemble Applicable Standards

Acquire applicable TxDOT standards. Modify standards as needed. Provide title block with appropriate project information. Plot sheets and incorporate into the plans.

5.6 Plans, Specifications and Estimates (PS&E) Documents

5.6.1 Construction Cost Estimate - Basis of Estimate

Compute and tabulate construction item quantities using TxDOT bid items and descriptive codes. Prepare an engineers estimate for the 30%, 60%, 90% and final submittals. Prepare a basis of estimate including application rates and quantities for inclusion in the general notes.

5.6.2 Construction Duration Estimate

Prepare a construction duration estimate using TxDOT duration estimating procedure and production rates applicable to Williamson County.

5.6.3 General Notes and specifications

Prepare general notes based on recently-let projects in Williamson County and special conditions for the project. Provide a list of standard and special specifications applicable to the project. Prepare any custom specifications needed for the project.

5.7 Project Management

5.7.1 General Project Coordination

Provide general project coordination for the project design activities within the overall limits of the project. Develop work plans for surveying and design tasks and coordinate with Williamson County for property entry and meetings with involved parties.

5.7.2 Project Administration

Provide project administration oversight as needed to track budgets and schedules, project correspondence, sub consultant contract administration, billings

and progress reports. Schedule and conduct monthly project progress report with Williamson County to report work effort completed and underway.

EXHIBIT C
WORK SCHEDULE
WILLIAMSON COUNTY ROAD BOND PROGRAM
CR 300

- Preliminary Engineering and Schematic Phase - 90 Calendar Days
 - Detail Design Phase – 90 Calendar Days
-

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

EXHIBIT C
WORK SCHEDULE
WILLIAMSON COUNTY ROAD BOND PROGRAM
CR 300

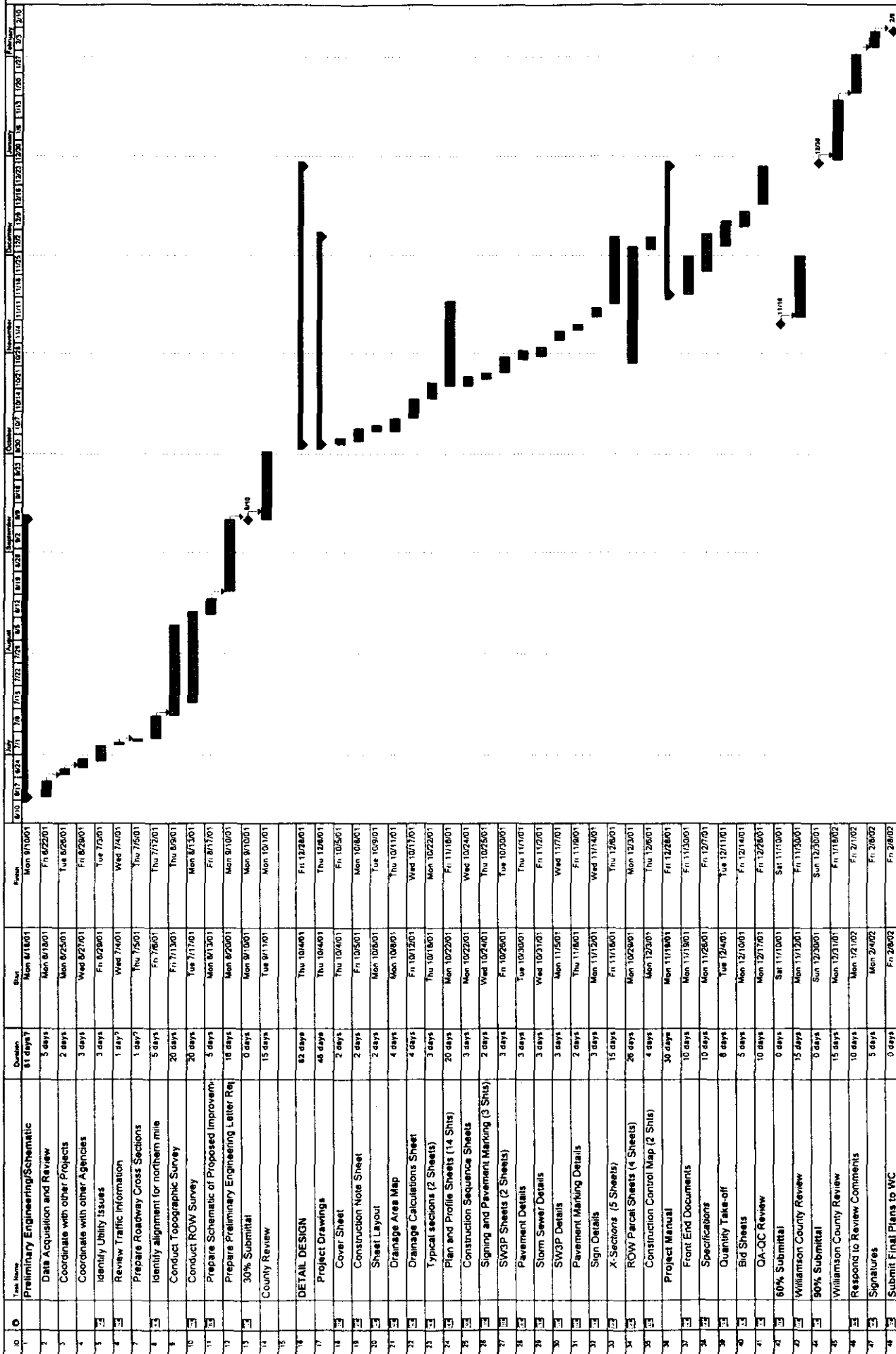


EXHIBIT D 1

HOURLY RATES AND REIMBURSABLE EXPENSES

PATE ENGINEERS, INC.

Services performed on an hourly basis would be based on the actual hourly salary cost rates for members of our staff times a multiplier of 2.3. The following is a list of typical hourly salary cost rates for various staff categories:

<u>Staff Category</u>	<u>Salary Cost</u>	<u>Multiplier</u>	<u>Typical Rate</u>
Principal			\$150.00*
Project Manager/Senior Project Engineer.....	\$60.00	per hour x 2.3	\$138.00
Construction Manager.....	\$45.00	per hour x 2.3	\$104.00
Project Engineer.....	\$45.00	per hour x 2.3	\$104.00
Design Engineer.....	\$30.00	per hour x 2.3	\$69.00
Senior Designer	\$45.00	per hour x 2.3	\$104.00
CADD Technician/Draftsman	\$32.00	per hour x 2.3	\$74.00
Construction Observer	\$30.00	per hour x 2.3	\$69.00
Clerical	\$25.00	per hour x 2.3	\$58.00

In addition, certain reimbursable expenses incurred by us in performing this assignment will be billed to you at our direct cost. These expenses include reproduction costs and delivery charges. Mileage will be billed at \$0.31 per mile. Additionally, subcontract services will be billed to you at our direct cost.

* Flat Rate

EXHIBIT D 2

Diamond Surveying, Inc.

STANDARD RATE SCHEDULE

Effective January 1, 2001, the following rates apply to work performed on an hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor.....	\$85.00 per hour
R.P.L.S. as expert witness.....	\$125.00 per hour
Project Surveyor.....	\$65.00 per hour
GPS Processor.....	\$65.00 per hour
Survey Technician.....	\$60.00 per hour
Secretary.....	\$45.00 per hour

FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
2-Man Field Party.....	\$95.00 per hour
3-Man Field Party.....	\$115.00 per hour
4-Man Field Party.....	\$135.00 per hour
GPS Field Unit with Operator	\$100.00 per hour
GPS Field Unit without Operator	\$50.00 per hour

DIRECT EXPENSES

Subsistence for Out-of-Town Work..... \$100.00 per day/per person

Notes:

1. Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.
2. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
3. Field Party stand-by time will be charged at the above-shown appropriate rates.

ATTACHMENT A

WORK AUTHORIZATION NO. 3

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

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

Study for CR 122, CR 110, CR 114, CR 136, CR 164, CR 109 & CR 119

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$37,500.00.

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


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

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

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

ENGINEER:

Pate Engineers, Inc.

By: 
Signature

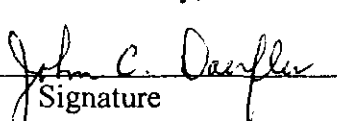
J.E. Pate, Jr. P.E.
Printed Name

Senior Vice President
Title

6/5/01
Date

COUNTY:

Williamson County, Texas

By: 
Signature

John C. Doerflinger
Printed Name

County Judge
Title

6-12-01
Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County
Exhibit B - Services to be Provided by Engineer
Exhibit C - Work Schedule
Exhibits D 1 and D 2 - Fee Schedules

EXHIBIT A

SERVICES TO BE PROVIDED BY THE COUNTY

SEE EXHIBIT B – SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT B**SERVICES TO BE PROVIDED BY ENGINEER****SCOPE OF SERVICES****STUDY FOR CR 122, CR 110, CR 114, CR 136, CR 164, CR 109 & CR 119**

Williamson County has requested an engineering study in order to analyze the feasibility of the upgrade and realignment of existing county roadways to facilitate the development of a major north-south thoroughfare from US 79 to the Georgetown Loop; and two east-west thoroughfares, one from US 79 to CR 110 in the vicinity of Hutto, Texas, and from FM 1460 to CR 110 between Roundrock and Georgetown, Texas. More specifically, the scope of services includes the following:

North-South Thoroughfare (Study limits: US 79 to the Georgetown Loop):

1. Study the upgrade and realignment of CR 122 from north of CR 113 for a connection to CR 110 near CR 112.
2. Study the upgrade of CR 110 near CR 112 to south of the intersection of CR 104 and CR 105, and the realignment from that point to tie into the Georgetown Loop at the existing intersection of CR 110 and the Loop.
3. Study the realignment of CR 110 to facilitate a new tee intersection with the realigned section of CR 122.

East-West Thoroughfare (Study limits: US 79 to CR 122, and FM 1460 to CR 110):

1. Study the new alignment for the extension of CR 114 from FM 1460 to CR 110.
2. Study the upgrade, alignment and extension of CR 136 from east of CR 132 to CR 164 at CR 119, upgrade of CR 164 from from CR 119 to CR 108, extension of CR 164 from CR 108 to CR 109, and upgrade and extension of CR 109 to CR 110 or the realigned section of CR 122.
3. Study the upgrade of CR 119 from US 79 to CR 164.

The scope of services includes recommended phasing of roadway improvements for the upgrades and realignments, as well as the preparation of associated opinions of construction costs. The existing right-of-way will be approximated based on available tax maps and other available sources. Additional right-of-way information may be required and will be supplemented by limited on the ground surveys or abstracting. Right-of-way surveys for parcel acquisition are not included in this work scope.

Deliverables for this work effort will consist of twelve copies of a letter report of findings and recommendations that include an aerial photograph of the project area with proposed alignments and construction phasing delineated. The report will be presented to Commissioners court after review and comments by the County's Construction Manager. Williamson County will provide typical pavement cross-sections and right-of-way for the County roads depicted in the scope of

work. The County will also provide traffic count data that may be required, as well as documentation in connection with proposed improvements planned or under construction within the project area. The County will provide any available right-of-way maps and documentation.

EXHIBIT C

WORK SCHEDULE

STUDY FOR CR 122, CR 110, CR 114, CR 136, CR 164, CR 109 & CR 119

- The Study will be completed in 90 Calendar Days
-

EXHIBIT D 1

HOURLY RATES AND REIMBURSABLE EXPENSES

PATE ENGINEERS, INC.

Services performed on an hourly basis would be based on the actual hourly salary cost rates for members of our staff times a multiplier of 2.3. The following is a list of typical hourly salary cost rates for various staff categories:

<u>Staff Category</u>	<u>Salary Cost</u>	<u>Multiplier</u>	<u>Typical Rate</u>
Principal			\$150.00*
Project Manager/Senior Project Engineer.....	\$60.00	per hour x 2.3	\$138.00
Construction Manager.....	\$45.00	per hour x 2.3	\$104.00
Project Engineer.....	\$45.00	per hour x 2.3	\$104.00
Design Engineer.....	\$30.00	per hour x 2.3	\$69.00
Senior Designer	\$45.00	per hour x 2.3	\$104.00
CADD Technician/Draftsman	\$32.00	per hour x 2.3	\$74.00
Construction Observer	\$30.00	per hour x 2.3	\$69.00
Clerical	\$25.00	per hour x 2.3	\$58.00

In addition, certain reimbursable expenses incurred by us in performing this assignment will be billed to you at our direct cost. These expenses include reproduction costs and delivery charges. Mileage will be billed at \$0.31 per mile. Additionally, subcontract services will be billed to you at our direct cost.

* Flat Rate

EXHIBIT D 2*Diamond Surveying, Inc.***STANDARD RATE SCHEDULE**

Effective January 1, 2001, the following rates apply to work performed on an hourly-charge basis.

DIRECT LABOR**OFFICE PERSONNEL SERVICES**

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor.....	\$85.00 per hour
R.P.L.S. as expert witness.....	\$125.00 per hour
Project Surveyor.....	\$65.00 per hour
GPS Processor.....	\$65.00 per hour
Survey Technician.....	\$60.00 per hour
Secretary.....	\$45.00 per hour

FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
2-Man Field Party.....	\$95.00 per hour
3-Man Field Party.....	\$115.00 per hour
4-Man Field Party.....	\$135.00 per hour
GPS Field Unit with Operator	\$100.00 per hour
GPS Field Unit without Operator	\$50.00 per hour

DIRECT EXPENSES

Subsistence for Out-of-Town Work..... \$100.00 per day/per person

Notes:

1. Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.
2. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
3. Field Party stand-by time will be charged at the above-shown appropriate rates.

Contract No. _____

17 of 27 Pages

EXHIBIT II

HOURLY RATES AND REIMBURSABLE EXPENSES

PATE ENGINEERS, INC.

Services performed on an hourly basis would be based on the actual hourly salary cost rates for members of our staff times a multiplier of 2.3. The following is a list of typical hourly salary cost rates for various staff categories:

<u>Staff Category</u>	<u>Salary Cost</u>	<u>Multiplier</u>	<u>Typical Rate</u>
Principal			\$150.00*
Project Manager/Senior Project Engineer.....	\$60.00	per hour x 2.3	\$138.00
Construction Manager	\$45.00	per hour x 2.3	\$104.00
Project Engineer.....	\$45.00	per hour x 2.3	\$104.00
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CADD Technician/Draftsman	\$32.00	per hour x 2.3	\$74.00
Construction Observer	\$30.00	per hour x 2.3	\$69.00
Clerical	\$25.00	per hour x 2.3	\$58.00

In addition, certain reimbursable expenses incurred by us in performing this assignment will be billed to you at our direct cost. These expenses include reproduction costs and delivery charges. Mileage will be billed at \$0.31 per mile. Additionally, subcontract services will be billed to you at our direct cost.

* Flat Rate

Contract No. _____

18 of 27 Pages

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

Contract No. _____

19 of 27 Pages

EXHIBIT IV**PRODUCTION SCHEDULE.**

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Engineer* shall not be included within the days allowed for completion.

Contract No. _____

20 of 27 Pages

EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for **Engineer** to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, **Engineer** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination **Engineer** shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to **County** as a pre-condition to final payment.
3. Upon the above conditions being met, **County** shall pay **Engineer** for approved services actually performed under this Agreement, less previous payments.
4. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.

Procedures for **Engineer** to follow upon receipt of Notice of Suspension:

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

Procedures for **Engineer** to follow upon exercise of right to terminate for substantial failure of **County** to perform:

1. In the event that **Engineer** exercises such right to terminate, within thirty (30) days after
-

Contract No. _____

21 of 27 Pages

receipt by *County* of *Engineer's* Notice of Termination, *Engineer* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
 3. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.
-

Contract No. _____

22 of 27 Pages

EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
 - E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September
-

Contract No. _____

23 of 27 Pages

24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

Contract No. _____

24 of 27 Pages

EXHIBIT VII**INSURANCE REQUIREMENTS**

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$_____ per occurrence and \$_____ in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$_____ per occurrence and \$_____ in the aggregate. **Engineer** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$_____.
- E. In the event **Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Engineer** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

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

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

It is the intention of the **County** and the **County Judge**, and agreed to and hereby acknowledged by the **Engineer**, that no provision of this Professional Services Agreement shall be construed to require the **County** or the **County Judge** to submit to mandatory arbitration or mediation in the settlement of

Contract No. _____

25 of 27 Pages

any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

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

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

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

APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

Pate Engineers, Inc. is prequalified to provide engineering and surveying services for the Williamson County Road Bond Program.

Client#: 2953

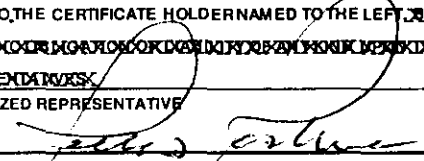
PATEENGINE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 06/01/01
PRODUCER Brady, Chapman, Holland & Assoc. 2190 North Loop West Suite 200 Houston, TX 77018	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.	
INSURED Pate Engineers Inc 13333 Northwest Frwy Suite 300 Houston, TX 77040-6041	INSURERS AFFORDING COVERAGE	
	INSURER A: Zurich American Ins.Co. of Illinois	
	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.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Professional	EOC374215300	04/30/00	04/30/03	\$5,000,000. Each Claim \$5,000,000. Aggregate	

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

Re: Williamson County Road Bond Program

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Williamson County c/o Michael J. Weaver; Prime Strategies, 1508 Lamar Blvd Austin, TX 78704		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL FORFEIT <u>REPAY</u> TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. THIS CERTIFICATE IS VOID IF ANY OF THE ABOVE INFORMATION IS OBTAINED FROM ANY SOURCE OTHER THAN THE ISSUING INSURER OR ITS AUTHORIZED REPRESENTATIVE.
		 AUTHORIZED REPRESENTATIVE

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE		EP ID EB PATEE-1	DATE (MM/DD/YY) 06/01/01
PRODUCER Insurance Alliance 1776 Yorktown, #200 Houston TX 77056 Phone: 713-966-1776 Fax: 713-966-1700		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.	
INSURED Pate Engineers Inc.; 13333 Northwest Frwy. #300 Houston TX 77040		INSURERS AFFORDING COVERAGE INSURER A: Travelers Lloyds Insurance INSURER B: Travelers Indemnity of CT INSURER C: Travelers Indemnity Company 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
A	GENERAL LIABILITY	453X2100TLC00	09/13/00	09/13/01	EACH OCCURRENCE \$ 1,000,000.
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000.
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000.
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000.
C	AUTOMOBILE LIABILITY	910K01500	09/13/00	09/13/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" 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	910K0160TCT00	09/13/00	09/13/01	EACH OCCURRENCE \$ 3,000,000.
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 3,000,000.
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	910K017200	09/13/00	09/13/01	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 500,000.				
	E.L. DISEASE - EA EMPLOYEE \$ 500,000.				
	E.L. DISEASE - POLICY LIMIT \$ 500,000.				
	OTHER				

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

Re: Williamson County Road Bond Program
Additional insured endorsement in favor of certificate holder on general liability

CERTIFICATE HOLDER	N	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION or reduced, restricted or limited
Williamson County Attn: Michael J. Weaver Prime Strategies, Inc. 1508 Lamar Blvd. Austin TX 78704	WILLI60		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL BE REQUIRED TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. THE INSURER'S OBLIGATION FOR THE POLICY OF ANY POLICY ON THE INSURED IS AGENTS OR X REPRESENTATIVE <i>Harlan J. Berger</i>

Client#: 23758

DIAMOSUR

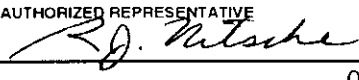
ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 06/01/01
PRODUCER Insurance Network of Texas 143 East Austin Giddings, TX 78942-3299 979 542-3666		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Diamond Surveying Inc. 1915 S. Austin Ave. Suite 111 Georgetown, TX 78626		
		INSURERS AFFORDING COVERAGE
		INSURER A: Trinity Universal IC
		INSURER B: Security National IC
		INSURER C: Trinity Insurance
		INSURER D: St. Paul Reinassurance/Litchfield S
		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
A	GENERAL LIABILITY	GLA684532701	11/11/00	11/11/01	EACH OCCURRENCE \$500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$5,000
					PERSONAL & ADV INJURY \$500,000
					GENERAL AGGREGATE \$500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC6717527	08/18/00	08/18/01	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$500,000
					E.L. DISEASE - EA EMPLOYEE \$500,000
					E.L. DISEASE - POLICY LIMIT \$500,000
	OTHER				
D	Professional Liab	STP001906	11/11/00	11/11/01	\$500,000/ \$1,000ded

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

Williamson County is named as an additional insured in regard to the General Liability Policy.

The policy shall not be canceled or reduced, restricted or limited until (See Attached Descriptions)

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Williamson County c/o Michael Weaver, Prime Strategies, Inc 1508 S. 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 10 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 

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.

ten (10) days after County has received written notice as evidenced by return receipt of registered or certified letter.

Form **W-9**

(Rev. December 1996)

Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do NOT
send to the IRS.

Please print or type	Name (If a joint account or you changed your name, see Specific instructions on page 2.)	
	Business name, if different from above. (See Specific instructions on page 2.) PATE ENGINEERS, INC.	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
	Address (number, street, and apt. or suite no.) 13333 NORTHWEST FREEWAY, SUITE 300	
	City, state, and ZIP code HOUSTON, TEXAS 77040	
Part I Taxpayer Identification Number (TIN)		List account number(s) here (optional)
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.		
Social security number		
OR		
Employer identification number 76-0091776		
Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)		
Part III Certification		

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions. — You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature Vicki Waggoner	Date 06/04/01
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Purpose of Form. — A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding? — Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to

backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or
- You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

Penalties

Failure To Furnish TIN. — If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding. — If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information. — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. — If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form **W-9**
(Rev. December 2000)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Please print or type	Name (See Specific Instructions on page 2) DIAMOND SURVEYING, INC																																								
	Business name, if different from above. (See Specific Instructions on page 2) DIAMOND SURVEYING, INC																																								
	Check appropriate box. <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶																																								
	Address (number, street, and apt. or suite no.) 1915 S. AUSTIN AVE																																								
City, state, and ZIP code GEORGETOWN, TX. 78626		Requester's name and address (optional)																																							
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.		List account number(s) here (optional)																																							
<table border="1"> <tr> <td colspan="9">Social security number</td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> <p>or</p> <table border="1"> <tr> <td colspan="10">Employer identification number</td> </tr> <tr> <td>7</td><td>1</td><td>4</td><td>2</td><td>9</td><td>1</td><td>5</td><td>1</td><td>4</td><td>9</td><td>5</td> </tr> </table>		Social security number																		Employer identification number										7	1	4	2	9	1	5	1	4	9	5	Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)
Social security number																																									
Employer identification number																																									
7	1	4	2	9	1	5	1	4	9	5																															

Part III Certification

under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Signature of **GARY A. ROCKWOOD**
U.S. person ▶ **GARY A. ROCKWOOD, VICE PRESIDENT** Date ▶ **6/4/01**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester), and, when applicable, to:

- Certify the TIN you are giving is correct for you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

6. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form **W-9**

(Rev. December 1998)

Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do NOT
send to the IRS.

Please print or type	Name (If a joint account or you changed your name, see Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.) PATE ENGINEERS, INC.	
	Check appropriate box <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.) 13333 NORTHWEST FREEWAY, SUITE 300	
	City, state, and ZIP code HOUSTON, TEXAS 77040	
Part I Taxpayer Identification Number (TIN)		List account number(s) here (optional)
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.		
<div style="border: 1px solid black; padding: 2px; width: 150px; margin: 0 auto;">Social security number</div> <p style="text-align: center;">OR</p> <div style="border: 1px solid black; padding: 2px; width: 150px; margin: 0 auto;">Employer identification number 76-0091776</div>		Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)
Part III Certification		

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
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Certification Instructions. — You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature ▶ <i>Vicki Waggoner</i>	Date ▶ <i>06/04/01</i>
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Purpose of Form. — A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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- Claim exemption from backup withholding if you are an exempt payee.

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Misuse of TINs. — If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form **W-9**
(Rev. December 2000)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Please print or type	Name (See Specific Instructions on page 2) DIAMOND SURVEYING, INC	
	Business name, if different from above. (See Specific Instructions on page 2) DIAMOND SURVEYING, INC	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.) 1915 S. AUSTIN AVE	
	City, state, and ZIP code GEORGETOWN, TX. 78626	
	Requester's name and address (optional)	
	List account number(s) here (optional)	
	Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.	
	Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2)	

Part III Certification

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Sign Here Signature of **GARY A. ROGERS**
U.S. person ▶ **GARY A. ROGERS, VICE PRESIDENT** Date ▶ **6/4/01**

Purpose of Form

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- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

Penalties

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Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

AGENDA ITEM 54

Discuss and take any appropriate action on road bond program.

Mike Weaver gave an update on the road bonds program and answered questions.

AGENDA ITEM 55

Comments from commissioners.

Commissioner Boatright discussed the CAMPO meeting that he attended on Monday, June 11, 2001, mentioning that Williamson County had lost CAMPO funding for Leander Highway that had been allocated from a Koenig Lane project in Austin.

Commissioner Heiligenstein encouraged everyone to check the CUC web site to view the bills that affect county government.

AGENDA ITEM 56

Work session on redistricting.

No action was taken on this agenda item.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To adjourn the June 12, 2001, meeting.

Vote: **4 - 0**

COMMISSIONERS' COURT ADJOURNED AT 11:08 A.M. ON TUESDAY, JUNE 12, 2001.