

AGENDA ITEM 26

Consider approving professional services agreement with HDR Engineering for feasibility of route and interchange improvements at FM 2243 and IH 35 and along FM 2243 from the future Georgetown Inner Loop East to the current 5 lane section of FM 2243.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve a professional services agreement with HDR Engineering for feasibility of route and interchange improvements at FM 2243 and IH 35 and along FM 2243 from the future Georgetown Inner Loop.

Vote: 4 – 0 with Commissioner Hays absent from the dais.

< Attachment >

Contract No. HDR - Georgetown Loop South

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)

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- ☐ 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
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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 HDR Engineering, Inc. (*the "Engineer"*).

WHEREAS, *County* desires to obtain professional services for Feasibility of Route and Interchange improvements at FM 2243 and IH 35 and along FM 2243 from the Future Georgetown Inner Loop East to the current 5 lane section of FM 2243 (*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.
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- 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.

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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
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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 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
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define *County's* policies and decisions with respect to *Engineer's* services. The *County Judge* may designate representatives to transmit instructions and receive information.

- 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.
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"Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the 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
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by the **County Judge** regarding county permitting or similar requirements properly waivable 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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- 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**

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reasonable advance notice of intended audits.

- C. **Engineer** 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) 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.
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- (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 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: HDR Engineering, Inc.
2211 South IH 35, Suite 300
Austin, Texas 78747

COUNTY: Williamson County (or successor)
710 Main, second floor
Georgetown, Texas 78626

with copy to: Honorable Gene Taylor (or successor)
Williamson County Attorney

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

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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 **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,

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either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. 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.

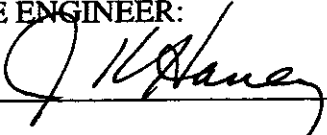
- N. ***Captions Not a Part Hereof.*** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. ***Incorporation of Exhibits and Attachments.*** All of 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.
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EXECUTED this _____ day of _____, 2001.

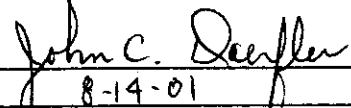
THE ENGINEER:

BY: 

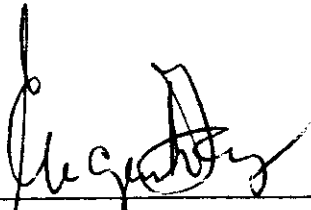
Printed Name: James K. (Ken) Haney, P.E.

Title: Executive Vice President

WILLIAMSON COUNTY:

BY: 
8-14-01
Williamson County Judge

Reviewed as to Form By:


County Attorney

Funds Verified By:

County Auditor

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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 \$500,000.
- 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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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 \$500,000, 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**.
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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 HDR Engineering, Inc. (*the "Engineer"*).

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$199,283.

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 December 31, 2002, unless extended by a Supplemental Work Authorization.

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

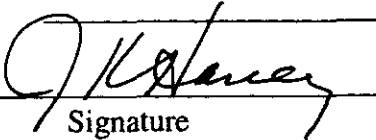
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ATTACHMENT A (con't.)

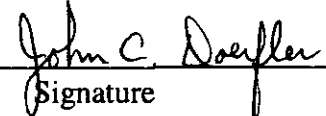
Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:

By: 
SignatureJames K. (Ken) Haney, P.E.
Printed NameExecutive Vice President
TitleJuly 23, 2001
Date

COUNTY:

Williamson County, Texas

By: 
SignatureJohn C. Doerfler
Printed NameCounty Judge
Title8-14-01
Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

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EXHIBIT II**RANGE OF HOURLY RATES**

<u>Work Category</u>	<u>Calendar Yr 2001</u>	<u>Calendar Yr 2002</u>
1. Principal	\$196.00	\$206.00
2. Senior Engineer & QA/QC	\$188.00	\$197.50
3. Project Manager/Sr. Design Engineer	\$115.00 to \$163.00	\$120.75 to \$171.25
4. Design Engineer	\$ 81.50 to \$145.00	\$ 85.50 to \$152.25
5. Graduate Engineer	\$ 57.50 to \$ 85.00	\$ 60.50 to \$ 89.25
6. Design Technician III	\$ 72.50 to \$103.00	\$ 76.25 to \$108.25
7. CADD Technician	\$ 54.50 to \$ 93.00	\$ 57.25 to \$ 97.75
8. Secretary/Clerical	\$ 45.00 to \$ 70.00	\$ 47.25 to \$ 73.50
9. Expert Testimony	To be negotiated with each Work Authorization	

All rates listed above include the overhead of 162.57% and a profit of 15%.

The rates used in Exhibit D were averages used only to determine the maximum fee for the associated work authorization.

The ranges of rates listed above are for the calendar year 2001 and 2002 hourly rate ranges for various work categories. The range of rates listed for 2002 include an increase of approximately 5% for work to be performed during the calendar year of 2002.

All indirect cost shall be paid at invoice cost.

Mileage will be paid based on the allowable rate set by the IRS.

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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.

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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.

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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.
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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 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.
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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 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will
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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.

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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 \$1,000,000 per occurrence and \$1,000,000 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 \$1,000,000 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 \$1,000,000.
- 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 of 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 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

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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.

EXHIBIT A**SERVICES TO BE PROVIDED BY THE COUNTY**

The COUNTY will provide to the ENGINEER the following:

- Plans of existing facilities in the area of the project
- Maps of the project area
- Any studies and reports performed by or for the county or other governmental agency for the project area including those for the adjoining segments of the Georgetown Inner Loop
- Any field notes from environmental or design survey for the project area
- Any preliminary designs, final design, or schematic design for facilities in the project area
- Any statistics and Traffic counts to be used in the Traffic analysis as outlined by the Engineers Exhibit B
- Provide the existing signal timing at study intersections
- Provide existing traffic volumes at study intersections
- Provide Georgetown Transportation Model to access the viability of the alternatives
- Environmental data and documents as described in the Exhibit B environmental section.
- Provide an initial needs assessment model run that will include the elimination of the Georgetown Innerloop (west of IH 35 and south of FM 2243).
- Provide the modified traffic model to the ENGINEER for further analysis.
- The county will provide available traffic counts from the County or TxDOT.
- Provide the existing signal timings required for intersections.
- Provide County Bid Items.
- Provide Environmental constraints information for the following resources:
 - Geology/Soils/Farmland - General information regarding geology, soils, and farmland.
 - Cultural Resources - Potential archeological sites and historic structures, and known sites listed on the National Register of Historic Places.
 - Wetlands/Waters of the U.S./Water Resources - National Wetland Inventory and identification of wetlands in the project area as well as surface water resources in the project area will be identified.
 - Ecological Resources - Vegetation and wildlife habitat characteristics, will be provided
 - Karst/Recharge Feature Identification - Information on known karst features and associated species will be provided.

PROJECT SCOPE

Services to be Provided by the Engineer (Provider)

Project Background

This document outlines the scope of services that will be provided in determining the feasibility of route and Interchange improvements on the following projects in Georgetown.

1. Interchange Improvement at FM 2243 and IH 35
2. Upgrade FM 2243 by extending the 5-lane section from the proposed inner loop interchange to the existing 5-lane section
3. Improvement of interchange at the IH 35 SB frontage road, Railroad, and inner loop (located near Inner Space Cavern)
4. Improvement of SB frontage road of IH 35 from FM 2243 to inner space cavern
5. Potential U-turn bridge from the NB IH 35 exit at FM 2243 to SB frontage road
6. A future 2-lane road from FM 2243 to IH 35 SB frontage road. The road would be adjacent to the subdivision as to not interfere with the Texas Crushed Stone property

The feasibility, route and interchange improvement study will determine existing and design year traffic and explore alternatives to alleviate congestion. This study will result in the recommendation of one alternative solution for each of the six areas mentioned above.

I. PROJECT MANAGEMENT AND COORDINATION

The Engineer and Contract Manager (hereinafter referred to as Contract Manager) will be responsible for directing and coordinating all activities associated with the Georgetown Inner Loop Project (hereinafter referred to as Project).

A. Kickoff Meeting

The ENGINEER will conduct a kickoff meeting to discuss development of design criteria, typical cross section and general process discussion.

B. Scheduling

The Engineer will develop and modify a detailed, graphic project schedule (in Microsoft Project format) indicating tasks, subtasks, critical dates, milestone events, deliverables, and information requested from external agencies. The project schedule will be in a format which depicts the order and interdependence of the various tasks, subtasks, milestones, and deliverables for each task identified herein. Progress will be reviewed monthly and should these reviews indicate a substantial change in progress, the schedule will then be revised subject to the approval of the Contract Manager.

C. Project Meetings (Assume 4)

Four meetings will be held to discuss project issues that arise. The Engineer will document all meetings and forward copies of meeting minutes to the Contract Manager. These meetings will be held at key milestone dates to be determined (i.e. 30%, 60% and 90% and 100%).

D. Progress Reports, Invoices and Billings

The Engineer will review the schedule and prepare monthly progress reports for review by the Contract Manager. Invoices for all work completed during the period will be submitted monthly for the Engineer and all subproviders. Monthly progress reports will include:

- (1) Activities during the reporting period
- (2) Activities planned for the following month
- (3) Problems encountered and actions to remedy them
- (4) Overall status, including a tabulation of percentage completed by task.

Deliverables

- Monthly Schedule and Progress Reports (one [1] printed copy with invoice).
- Monthly invoices including tabulation of percentage complete by task.

E. Project Guide

A project management plan will be prepared to identify project organization and responsibilities, coordination and communication procedures, project team meetings, document format, report format, technical memorandum format, graphic production standards, and other important operational information pertaining to the Engineer/Project team activities.

Deliverables

- One copy of Project Guide

F. Sub-Consultant Coordination

The development and maintenance of effective communication among the Project team and other entities will be one of the key factors in achieving the successful completion of the Project. The Engineer will oversee the preparation of all documents and manage all activities as follows:

1. **Project Coordination.** All correspondence and coordination will be handled through and with the concurrence of the Contract Manager.
2. **Lines of Communication.** Communications between the Engineer and the **County** will be through the Contract Manager unless otherwise directed in writing by the Contract Manager. The Engineer shall designate one Texas Registered Professional Engineer to be the Project Manager and be responsible throughout the Project for management and all communications, including billing, with the Contract Manager.

3. **Project Administration** - The Engineer will manage all project activities, including scheduled and unscheduled meetings, project direction of team and staff, and correspondence with and response to the **County**.
4. **Correspondence**. The Engineer will work with the Interxchange program to coordinate all documents and correspondence. This program will handle most of the correspondence; however some information may be required to be submitted without the use of the Interxchange program. This information will be submitted to the Contract Manager, or designee, for review and acceptance before its use or distribution. Word processing will be prepared using Microsoft Office 97 Professional Office Version or compatible Microsoft Word version 7.0 format. Diskettes will be IBM compatible.
5. **Communication with other agencies**. Communications with other agencies regarding this project will be handled solely by the **County**, unless otherwise directed by the County, to ensure all parties are properly notified of any conclusions reached from these communications.
6. **Release of Information**. The release of any project related information will be approved by the Contract Manager.
7. **Document Printing and Distribution**. The Engineer will be responsible for development of electronic document files and for printing copies of all draft and final documents, reports, etc. produced for the Project except where defined by each specific Task. The **County** will be responsible for the distribution of all draft and final documents to appropriate agencies and the public.

G. Close-Out

Upon project completion, the Engineer will submit all electronic files to the **County**. Copies of the transmitted materials will be retained by the Engineer for two (2) years after delivery of originals/diskettes to the **County**.

Deliverables

- Original project files.

II. ROUTE AND DESIGN STUDIES

A. Purpose and Need

The Purpose and Need for the Project will be developed by the Engineer under the direction of **County** personnel and will be included in the Engineering Document. This discussion will include a general discussion of the existing conditions and the identification of the project need to improve mobility.

B. Traffic Analysis Assumptions

The COUNTY will provide an initial needs assessment model run that will include the elimination of the Georgetown Innerloop (west of IH 35 and south of FM 2243). This initial model run will be the basis for further traffic

analysis and will be completed in the initial phases of the project. The COUNTY will provide the modified traffic model to the ENGINEER for further analysis.

This further analysis will include four traffic analysis scenarios that will be investigated by the ENGINEER for the six areas identified in the Project Background Section of this scope of services. The four scenarios will include...

- Existing (No Build)
- Existing (Build)
- Future No-Build (2015)
- Future Build (2015)

C. Existing Traffic Counts

Collection of existing traffic counts at the six identified locations including intersection turning movements and major cross street turning movements. This data will be collected for the morning and evening peak periods of travel. Daily counts for roadway segments will be performed where data is not currently available from the County or TxDOT. The following...

- Tube Count on FM 2243 west of IH 35 (5 lane section)
- Tube Count on FM 2243 west of IH 35 (2 lane section)
- Turning Movement Counts – FM 2243 & IH35 NB Frontage
- Turning Movement Counts – FM 2243 & IH35 SB Frontage
- Turning Movement Counts – Business 35 & IH35 NB Frontage
- Turning Movement Counts – Business 35 & IH35 SB Frontage

D. Transportation Planning Analysis

The Georgetown Travel Demand Model will be reviewed in order to verify roadway attributes in the subarea. A review of traffic analysis zones (TAZ's) will also be completed. The following items may be revised based upon the findings of the subarea investigation and input from local staff:

- Employment data
- Housing data
- Development data

Changes to the existing and future model data will be discussed with local staff. Year 2000 census data will be referenced for additional guidance.

Once the Demand Model data sets are complete the model will be run. An analysis of travel patterns will be conducted and planning level screening of the 6 specified projects will be performed to determine an initial estimate of project effectiveness. Peak hour forecasts will be developed for specific locations where the traffic operational analysis is to be conducted. Existing peak hour data will be utilized to aid the development of the build, future no-build and future build scenarios.

E. Traffic Operation Analysis

An operational analysis will be conducted to compare the 6 build alternatives to their respective no-build alternate. Capacity analysis will

be conducted with Synchro 5.0 or HCS 2000 software as determined by the engineer. The six projects are listed here with the proposed analyses to be conducted for each:

- (1) **Interchange Improvement at FM 2243 and IH 35** – Operational analysis at the ramp terminals. New intersections or reconfigured intersections will be analyzed for comparison to existing and future no-build.
- (2) **Upgrade FM 2243 by extending the 5-lane section** – Operational analysis of the major intersections along the proposed route (Assume 4). Traffic signal warrant analysis will be conducted to determine the need for traffic signals at the study intersections.
- (3) **Improvement of interchange at the IH 35 SB frontage road** – Operational analysis of the intersections modified to improve the interchange for comparison to the existing and future no-build.
- (4) **Improvement of SB frontage road of IH 35** – Operational analysis of the intersections along the frontage road. The improvements will be compared to the existing and future no-build conditions.
- (5) **Potential U-turn bridge** – Operational analysis of the U-turn bridge conflict points.
- (6) **A future 2-lane road from FM 2243 to IH 35 SB frontage road** – Roadway capacity will be evaluated as well as operational analyses at the terminal intersections. Traffic signal warrants will be investigated at the new roadway terminal intersections.

F. Preliminary Alternative Identification

Once the traffic analysis for the existing conditions has been completed, a detailed evaluation of proposed improvements will be performed. This evaluation will consider all of the elements from the mobility analysis as well as the incorporation of the environmental constraints data and the engineering analysis. The Engineering analysis will consider such things as constructibility, ROW impacts, basic hydrology and major utility conflicts. The ENGINEER will provide line diagrammatics of the alternatives at each of the six locations identified.

G. Traffic Signal Warrants

A traffic signal warrant analysis will be performed to determine if there are any intersections that either require the addition of a sign or require modification of an existing signal. The existing signal timings required for intersections will be provided by Williamson County.

H. Cost Estimate

The Engineer will provide preliminary quantity estimates and preliminary costs for pavement, cut/fill earth quantity, Right of Way, retaining walls and structures. **County Bid Items** will be used to determine the Order of Magnitude cost estimate.

I. Project Prioritization

Based on the analysis of the six areas, the Engineer will prioritize the projects. This prioritization will include the identification of projects that

provide the biggest benefit as well as identify multiple projects that could be constructed simultaneously.

III. SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES

A. Environmental Constraints Data

The following scope of work is intended to provide Williamson County with environmental constraints information for the six proposed projects (the "project area"). *Detailed impact information necessary for environmental compliance purposes is not included in this scope and budget.*

Constraints information will be provided for the following areas:

- Within a 250 foot corridor centered on the centerline of FM 2243 from the connection with the proposed inner loop interchange to the existing 5-lane section;
- Within a 100 foot corridor west of the centerline of the southbound frontage road of IH 35 from the interchange with FM 2243 south to Inner Space Cavern;
- Within a 500 foot corridor from IH 35 near Smith Branch creek, around existing subdivisions, west and north to a connection with FM 2243;
- Within existing right-of-way at the interchange of IH 35 and FM 2243, and the interchange of IH 35 southbound frontage road, the railroad, and near Inner Space Cavern.

Environmental constraints information within the boundaries described above will be provided by the ENGINEER for the following resources:

- **Land Use** - Aerial photo interpretation supplemented with field verification will be provided to document land uses in the project area described above.
- **Socioeconomics** - Current data will be provided for Williamson County and the project area.
- **Noise/Air Quality** - Sensitive receptors will be identified in the project area. Information regarding air quality regulatory compliance will be provided. *No noise modeling will be conducted under this scope and budget.*
- **Section 4(f) Resources** - Any Section 4(f) resources (publicly-owned recreational facilities) in the project area will be documented. *This scope does not include documentation necessary for a formal Section 4(f) Analysis.*
- **Hazardous Materials Investigation** - A data search for hazardous materials sites will be conducted for the project area. *This investigation does not constitute Phase I Environmental Site Assessment but will act to identify areas of concern.*

Environmental constraints information within the boundaries described above will be provided in digital format by the COUNTY for the following

resources:

- **Geology/Soils/Farmland** - General information regarding geology, soils, and farmland.
- **Cultural Resources** - Potential archeological sites and historic structures, and known sites listed on the National Register of Historic Places.
- **Wetlands/Waters of the U.S./Water Resources** - National Wetland Inventory and identification of wetlands in the project area as well as surface water resources in the project area will be identified.
- **Ecological Resources** - Vegetation and wildlife habitat characteristics, will be provided
- **Karst/Recharge Feature Identification** - Information on known karst features and associated species will be provided.

B. Environmental Technical Memorandum

The Environmental Technical Memorandum will include the findings from the investigations described in Section III-A above. A constraints map depicting the information will be provided.

C. Public Involvement

The Engineer will provide technical assistance at one Public Meeting or Stakeholder Meeting for the project. Such assistance will include meeting preparation, minutes of meeting(s) and exhibit preparation.

The Engineer will provide a Synopsis of the outcome of the Public meeting, which includes an attendance record, copy of comments received, type of questions posed, general disposition of the public to the proposal, new issues which may have surfaced from the Public meeting or stakeholder meeting.

IV. SURVEYING/PHOTOGRAMMETRY

A. Uncontrolled Raster Mosaic

The ENGINEER will develop an uncontrolled digital mosaic for use in the route location studies. The mosaic will be developed from a new flight and will cover an area agreed upon by the ENGINEER and COUNTY that will include possible route locations. There will be no field surveying associated with this mosaic. The mosaic will be plan view only and no vertical information will be obtained or developed.

V. Conclusions and Recommendations

A. Recommended Improvements

The Engineer will identify and recommend improvements for the following projects and provide line diagrammatics of the recommended alternatives.

These recommendations will be based on the analysis of the mobility, environmental and engineering aspects of each of the following six locations.

- (1) Interchange Improvement at FM 2243 and IH 35
- (2) Upgrade FM 2243 by extending the 5-lane section from the proposed inner loop interchange to the existing 5-lane section
- (3) Improvement of interchange at the IH 35 SB frontage road, Railroad, and inner loop (located near Inner Space Cavern)
- (4) Improvement of SB frontage road of IH 35 from FM 2243 to inner space cavern
- (5) Potential U-turn bridge from the NB IH 35 exit at FM 2243 to SB frontage of IH 35
- (6) A future 2-lane road from FM 2243 to IH 35 SB frontage road. The road would be adjacent to the subdivision as to not interfere with the Texas Crushed Stone property

B. Main Engineering Report

Prepare an engineering report that will document the preliminary engineering, environmental and mobility evaluations of all components of the project. The report includes:

1. Project Summary
2. Existing conditions
3. Description of recommended improvements
4. Environmental documentation and constraints map
5. Traffic analysis
6. Cost Estimate

Fee Proposal

HDR ENGINEERING - MANHOUR BREAKDOWN

Georgetown Inner Loop

COST PROPOSAL SUMMARY SHEET

Work Description	MANHOURS						TOTAL HRS	DIRECT LABOR COSTS	DIRECT LAB, OH & PROFIT	% Total per Code
	A	B	C	D	E	F				
(Labor Rates)	\$62.23	\$50.00	\$43.00	\$23.00	\$25.00	\$18.00				
Management	0	91	83	0	0	72	246	\$9,415	\$28,429	16.4%
Route Study	6	138	294	404	96	24	962	\$34,059	\$102,844	59.2%
Schematic	0	0	0	0	0	0	0	\$0	\$0	0.0%
Environmental-Public	0	52	76	132	72	24	356	\$11,796	\$35,619	20.5%
Survey-Aerial	0	2	24	40	0	0	66	\$2,252	\$6,800	3.9%
TOTAL HDR DIRECT LABOR COST	6	283	477	576	168	120	1630	\$57,522	\$173,692	100%
% of Total Hours by Labor Classification										
	0.37%	17.36%	29.26%	35.34%	10.31%	7.36%				

HDR - TOTAL LABOR COST W/OH \$173,692

HDR ENGR. - TOTAL PROJECT DIRECT COSTS

Printing and Reproduction	\$4,154
Travel	\$8,400
CADD & Computer	\$4,640
Hazmat Records Review	\$700
Telephone, Fax, & Misc.	\$698
Photos & Miscellaneous	\$500
Other	\$0

TOTAL HDR DIRECT COSTS \$19,091

% Direct Cost
of Labor/OH
11.0%

HDR Overhead = 162.57%
HDR Profit = 15.00%

Labor Categories:
A = Senior Engineer/QA-QC
B = Project Manager/PM
C = Design Engineer/PE
D = Design Tech/EIT
E = CADD/Drafting
F = Clerical

Check ==> 1,630 OK
Check ==> \$57,522 OK
Check ==> \$173,692 OK
Check ==> \$19,091 OK
Check ==> \$6,500 OK

SUBCONTRACTS - TOTAL PROJECT

DBE/HUB?

Hicks & Company	\$0	Y	0%
Aerial Data Services	\$5,000	N	3%
Gram	\$1,500	N	1%
	\$0	N	0%
	\$0	N	0%
	\$0	N	3%

TOTAL SUBCONTRACT COST \$6,500

% DBE of
Total \$
0.0%

TOTAL PROJECT COST \$199,283

ATTACHMENT D - FEE SCHEDULE
Contract No. 06-845P5007

HDR ENGINEERING - MANHOUR BREAKDOWN

Georgetown Inner Loop

Task	Trips	Work Description	(Labor Rates)	MANHOURS						TOTAL HRS	DIRECT LABOR COSTS	DIRECT LAB, OH & PROFIT
				A	B	C	D	E	F			
I		Management		\$62.23	\$50.00	\$43.00	\$28.00	\$25.00	\$18.00			
I-B		Scheduling (5 months)			20	20				40	\$1,860	\$5,616
I-D		Progress Reports, Invoices (5 Months)			15	15				30	\$1,827	\$5,517
I-E		Project Guide			24					24	\$1,488	\$4,493
I-F		Sub Consultant Coordination			24	24				48	\$2,376	\$7,174
I-G		Project Closeout			8	24				32	\$1,864	\$5,628
										0	\$0	\$0
0		TOTAL HDR DIRECT LABOR		0	91	83	0	0	72	246	\$9,415	\$28,429
		% Total by Classification		0.00%	36.99%	33.74%	0.00%	0.00%	29.27%			

HDR Engineering - Direct Costs

Printing and Reproduction	\$179
Travel	\$0
Computer & CADD	\$125
Telephone, Fax & Misc Communications	\$698
Photos & Miscellaneous	\$100

TOTAL HDR DIRECT COSTS

\$1,101

Subcontracts

Hicks & Company	\$0
Aerial Data Services	\$0
Gramm	\$0
	\$0

TOTAL SUBCONTRACT COST

\$0

TOTAL COSTS FOR DATA COLLECTION(Existing) \$29,530

Labor Categories:
A = Senior Engineer/QA-QC
B = Project Manager/PM
C = Design Engineer/PE
D = Design Tech/EIT
E = CADD/Drafting
F = Clerical

Check ==>

246

OK

ATTACHMENT D - FEE SCHEDULE
Contract No. 06-845P5007

HDR ENGINEERING - MANHOUR BREAKDOWN

Georgetown Inner Loop

FUNCTION CODE 110 - DETAIL SHEET

Trips		Route and Design Studies		MANHOURS					TOTAL HRS	DIRECT LABOR COSTS		DIRECT LAB, OH & PROFIT
		Task	Work Description	A	B	C	D	E				
			(Labor Rates)	\$62.23	\$50.00	\$43.00	\$28.00	\$25.00		\$18.00	\$0	\$0
			Route Location Study						0	\$0	\$0	\$0
		2-A	Develop Purpose & Need		8	24	16		48	\$1,880	\$5,677	\$5,677
		1-A	Kickoff Meeting		8	8	20		36	\$1,304	\$3,937	\$3,937
		1-B	Project Meetings (Assume 4)		32	32	80		144	\$5,216	\$15,750	\$15,750
		2-B	Traffic Analysis						0	\$0	\$0	\$0
		2-C	Existing Traffic Incorporation/Processing		4	16			20	\$888	\$2,681	\$2,681
		2-D	Review background Information		2	8	4		14	\$556	\$1,679	\$1,679
		2-D	Update/Run Model Data				20		20	\$560	\$1,691	\$1,691
		2-D	Develop Peak Hour forecasts				40	16	56	\$1,520	\$4,590	\$4,590
		2-E	Intersection/Roadway Operational Analysis			24	32	16	48	\$1,296	\$3,913	\$3,913
		2-F	Traffic Signal Warrant Analysis			2	16	8	80	\$2,480	\$7,488	\$7,488
		2	QA/QC		16				10	\$286	\$864	\$864
		2	Traffic Report		4	32	16	16	76	\$800	\$2,416	\$2,416
		5-A	Route Location Study						0	\$0	\$0	\$0
		2	Preliminary Alternative Identification	2	16	24	60		102	\$3,636	\$10,980	\$10,980
			Field Investigation (4 trips)		20	40	20		80	\$3,280	\$9,904	\$9,904
			Conclusions and Recommendations						0	\$0	\$0	\$0
		2-H	Cost Estimate			8	24		32	\$1,016	\$3,068	\$3,068
		2-I	Prioritization		4	16	32		52	\$1,784	\$5,387	\$5,387
		5-B	Engineering Report	4	24	60	24		128	\$4,989	\$15,064	\$15,064
									0	\$0	\$0	\$0
		9	TOTAL HDR DIRECT LABOR	6	138	294	404	96	962	\$34,059	\$102,844	\$102,844
			% Total by Classification	0.62%	14.35%	30.56%	42.00%	9.98%				

"Labor Categories"
A = Senior Engineer/QA-QC
B = Project Manager/PM
C = Design Engineer/PE
D = Design Tech/EIT
E = CADD/Drafting
F = Clerical

HDR Engineering - Route and Design Studies Direct Costs
Printing and Reproduction \$3,313
Travel \$6,740
Computer & CADD \$2,964
Telephone, Fax & Misc Communications \$0
Photos & Miscellaneous \$0

TOTAL HDR DIRECT COSTS \$13,017

Subcontracts - Route and Design Studies
Hicks & Company \$0
Aerial Data Services \$0
Gramm \$1,500
Existing Traffic Counts \$0
\$0

TOTAL SUB CONTRACT COST \$1,500

TOTAL COSTS FOR DATA COLLECTION(Existing) \$117,361

Check ==>

962

OK

ATTACHMENT D - FEE SCHEDULE
Contract No. 06-845P5007

HDR ENGINEERING - MANHOUR BREAKDOWN

FUNCTION CODE 110 - DETAIL SHEET									
Georgetown Inner Loop									
Route and Design Studies									
Task	Work Description	A	B	C	D	E	F	TOTAL HRS	DIRECT LAB. OH & PROFIT
		(Labor Rates)							
3-A	Schematic Design	\$62.23	\$50.00	\$43.00	\$28.00	\$25.00	\$18.00	0	\$0
Horizontal Alignments (5 rolls - 100:1)									
	Centerline (assume 1)							0	\$0
	Cross Streets (assume 3)							0	\$0
	Interchange Layouts (assume 1)							0	\$0
	Preliminary Bridge/Retaining Wall Layouts							0	\$0
3-B	Vertical Alignments (5 rolls-100:1)							0	\$0
	Centerline (assume 1)							0	\$0
	Cross Streets (assume 3)							0	\$0
3-C	Schematic Annotation (assume 5 rolls)							0	\$0
3-D	Utilities Coordination							0	\$0
3-E	Level of Service Analysis							0	\$0
3-F	Preliminary Quantities							0	\$0
3-F	Preliminary ROW Determinations							0	\$0
3-F	Preliminary Cost Estimate							0	\$0
3-G	Railroad Coordination							0	\$0
3-H	Drainage							0	\$0
	Hydrologic Studies							0	\$0
	Hydraulic Study							0	\$0
	Hydraulic Report							0	\$0
3-I	Final Schematic							0	\$0
	QA/QC - Roadway Design							0	\$0
	QA/QC - Interchange Layouts							0	\$0
	QA/QC - Misc Elements							0	\$0
3-J	Main Engineering Report							0	\$0

0	TOTAL HDR DIRECT LABOR	0	0	0	0	0	0	0	\$0
		% Total by Classification							
		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

HDR Engineering - Route and Design Studies Direct Costs			Check	OK
Printing and Reproduction	\$0			
Travel	\$0			
Computer & CADD	\$0			
Telephone, Fax & Misc Communications	\$0			
Photos & Miscellaneous	\$0			
TOTAL HDR DIRECT COSTS	\$0			

Subcontracts - Route and Design Studies				
Hicks & Company	\$0			
Aerial Data Services	\$0			
Crump	\$0			
TOTAL SUBCONTRACT COST	\$0			

TOTAL COSTS FOR DATA COLLECTION/EXISTING	\$0
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"Labor Categories"
A = Senior Engineer/QA-QC
B = Project Manager/PM
C = Design Engineer/PE
D = Design Tech/VEIT
E = CADD/Drafting
F = Clerical

ATTACHMENT D - FEE SCHEDULE
Contract No. 06-845P5007

HDR ENGINEERING - MANHOUR BREAKDOWN

FUNCTION CODE 120 - DETAIL SHEET									
Georgetown Inner Loop									
Sec. Econ. and Env Studies and Public Inv		MANHOURS		TOTAL HRS	DIRECT LABOR COSTS	DIRECT LAB. OH & PROFIT			
Task	Task Description	A	B						
		(Labor Rates)							
		\$62.23	\$50.00	\$43.00	\$28.00	\$25.00	\$18.00		
3	Preliminary Environmental Investigation							44	\$4,837
3	Coordination of Environmental Info		10	10	24			92	\$11,577
3-C	Public Mig or stakeholder mig (assume 1) Right-of-Entry Letters		34	34	24			32	\$4,324
			8					0	\$0
3-A	Constraints Data Collection				8			16	\$1,280
3-A	Land Use and Economic Effects							0	\$0
3-A	Social Impacts and Environmental Justice				8			16	\$1,280
3-A	Social Impacts				4			4	\$112
3-A	Environmental Justice				8			8	\$224
3-A	Noise (does not include modeling)				4			4	\$112
3-A	Air Quality				8			8	\$676
3-A	Hazardous Materials				4			4	\$112
3-A	Recreational Resources (Sect. 4(f) Applicability)							0	\$0
3-A	Field Investigations (Including Field Prep.)				8			16	\$424
3-A	Land Use and Social Impacts				8			0	\$0
3-A	Graphics							0	\$0
3-A	Base Constraints Mapping				8			24	\$1,884
3-A	Report Graphics				8			24	\$1,884
3-B	Report Preparation							0	\$0
3-B	Route Study Report Chapter		4	4	8		16	36	\$2,669
3-B	Constraints Matrix				8		8	28	\$2,234
								0	\$0

2	TOTAL HDR DIRECT LABOR										356
HDR Engineering - Soc, Econ, and Env Studies and Public Inv Direct Costs											
% Total by Classification											
0 52 76 132 72 24											
0.00% 14.61% 21.35% 37.08% 20.22% 6.74%											
Printing and Reproduction											
\$663											
Travel											
\$1,660											
Computer & CADD											
\$1,365											
Hazard Records Review and Corridor Radius Map											
\$700											
Telephone, Fax & Misc Communications											
\$0											
\$400											
Check ==>											
356 OK											
Labor Categories:											
A = Senior Engineer/QA-QC											
B = Project Manager/PM											
C = Design Engineer/PE											
D = Design Technician											
E = CADD/Drafting											
F = Clerical											
\$11,796 \$35,619											

ATTACHMENT D - FEE SCHEDULE
Contract No. 06-845P5007

HDR ENGINEERING - MANHOUR BREAKDOWN

Georgetown Inner Loop

FUNCTION CODE 110 - DETAIL SHEET

Task	Route and Design Studies Work Description	MANHOURS						TOTAL HRS	DIRECT LABOR COSTS	DIRECT LAB. OH & PROFIT
		A	B	C	D	E	F			
	(Labor Rates)	\$62.23	\$50.00	\$43.00	\$28.00	\$25.00	\$18.00			
4	Uncontrolled Raster Mosaic		2	24	40			66	\$2,252	\$6,800
4	Integration into design files							0	\$0	\$0
								0	\$0	\$0
								0	\$0	\$0
								0	\$0	\$0
								0	\$0	\$0
								0	\$0	\$0
								0	\$0	\$0
								0	\$0	\$0
								0	\$0	\$0
								0	\$0	\$0
								0	\$0	\$0
								0	\$0	\$0
								0	\$0	\$0
0	TOTAL HDR DIRECT LABOR	0	2	24	40	0	0	66	\$2,252	\$6,800
	% Total by Classification	0.00%	3.03%	36.36%	60.61%	0.00%	0.00%			

HDR Engineering - Route and Design Studies Direct Costs		Check ==>	66	OK
Printing and Reproduction	\$0			
Travel	\$0			
Computer & CADD	\$186			
Telephone, Fax & Misc Communications	\$0			
Photos & Miscellaneous	\$0			
TOTAL HDR DIRECT COSTS	\$186			
Subcontracts - Route and Design Studies				
Hicks & Company	\$0			
Aerial Data Services	\$5,000			
Gramm	\$0			
Uncontrolled Aerial	\$0			
TOTAL SUBCONTRACT COST	\$5,000			
TOTAL COSTS FOR DATA COLLECTION(Existing)	\$11,986			

Labor Categories:
A = Senior Engineer/QA-QC
B = Project Manager/PM
C = Design Engineer/PE
D = Design Tech/EIT
E = CADD/Drafting
F = Clerical

ATTACHMENT D - FEE SCHEDULE
Contract No. 06-845P5007

HDR ENGINEERING - MANHOUR BREAKDOWN
1/0/1900
Georgetown Inner Loop

DIRECT COST - DETAIL SHEET

HDR Direct Expense

Management	Rte Study	Schematic	Environ/Pub	Survey/Aerial
25	50	0	10	0
25	50	0	10	0
0	50	0	10	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0

Proposed Draft Report Sheet Count (8.5 x 11)
Proposed Final Report Sheet Count (8.5 x 11)
Proposed Exhibits for Report (11 x 17)
Proposed Schematics (3' x 10' max rolls)
Exhibits for Public Presentations (24 x 36)
Mounting Exhibits for Public Presentations (24 x 36)

Printing & Reproduction

(# of sets) (Cost) (Units)

8.5" x 11"

Draft	Working Report (print)	5	\$0.15	/ea	\$0.75
	Cover Stock	5	\$1.00	/ea	\$5.00
	Color Copies/Plots	5	\$2.50	/ea	\$12.50
Final	Wire Report Binding	5	\$2.40	/ea	\$12.00
	Report (print)	20	\$0.15	/ea	\$3.00
	Cover Stock	20	\$1.00	/ea	\$20.00
	Color Copies/Plots	20	\$2.50	/ea	\$50.00
	Wire Report Binding	20	\$2.40	/ea	\$48.00

Schematics (3'x10' rolls)

1st	Copy Plots	0	\$0.30	/sf	\$0.00
	Plotting Drawings	2	\$0.89	/sf	\$1.78
2nd	Copy Plots	0	\$0.30	/sf	\$0.00
	Plotting Drawings	2	\$0.89	/sf	\$1.78
3rd	Copy Plots	0	\$0.30	/sf	\$0.00
	Plotting Drawings	2	\$0.89	/sf	\$1.78
Final	Copy Plots	0	\$1.50	/sf	\$0.00
	Plotting Drawings	2	\$0.89	/sf	\$1.78
	Color Plots	2	\$6.50	/sf	\$13.00

24" x 36" Exhibits

Public	Color Plots	0	\$6.50	/ea	\$0.00
	Mount/Laminate Gatorboard	0	\$16.67	/sf	\$0.00
	Total Direct Cost Associated w/ Printing		\$179		\$179

HDR ENGINEERING - MANHOUR BREAKDOWN
1/0/1900
Georgetown Inner Loop

1/0/1900
1/0/1900

Travel

ATTACHMENT D - FEE SCHEDULE
Contract No. 06-84SP5007

Management \$0
Route Study \$6,740
Schematic
Environmental/Public \$1,660

Airfare																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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Management									
		# of Trips	# of People	# of Days	Unit Cost	Unit			
Route Study		2	2	1	\$90	/day	\$360		
Field Investigation		1	1	1	\$90	/day	\$90		
Kickoff Meeting		4	2	1	\$90	/day	\$720		\$1,170
Project Meetings									
Environmental/Public									
Public Mtg or stakeholder mtg		1	2	1	\$90	/day	\$180		
Field Investigation		1	2	1	\$90	/day	\$180		\$360
									\$1,530

Per Diem								
Management								
Route Study								
Field Investigation	4	2	1	\$50	/day	\$400		
Kickoff Meeting	1	3	1	\$50	/day	\$150		
Project Meetings	4	2	1	\$50	/day	\$400		\$950
Environmental/Public								
Public Mtg or stakeholder mtg	1	2	2	\$50	/day	\$200		
Field Investigation	1	2	1	\$50	/day	\$100		\$300
								\$1,250

Car								
	# of Trips	# of Days	Unit Cost	Unit				
Management								

ATTACHMENT D - FEE SCHEDULE
Contract No. 06-845P5007

	Number of Shipments to Client					
	10	5	0	0	0	0
Number of Shipments to Subs						
Telephone, Fax & Comm.						
Telephone/Fax						
Mail/Postage						
Delivery to Client - express						
Delivery to Subs - express						
Total Direct Cost Associated w/ Communication						

	Management	Rie Study	Schematic	Environ/Pub	Survey/Aerial
Photos & Miscellaneous					
LCD Projector	\$0	\$0	\$0	\$400	\$0
Photos of Conditions	\$100	\$0	\$0	\$0	\$0
Misc.	\$0	\$0	\$0	\$0	\$0
Total Direct Cost Associated w/ Photos & Misc.					

ACORD CERTIFICATE OF LIABILITY INSURANCE

06/01/2001

DATE (MM/DD/YY)
03/13/2001

PRODUCER

LOCKTON COMPANIES
444 W. 47TH STREET, SUITE 900
(816) 980-9000
KANSAS CITY MO 64112-1906

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

INSURER A: ZURICH AMERICAN INS CO. - O.P. KS
INSURER B: AMERICAN GUARANTEE & LIAB (ZURICH)
INSURER C: HARTFORD FIRE INSURANCE COMPANY
INSURER D: CONT CAS (VICTOR O. SCHINNERER)
INSURER E:

INSURED HDR ENGINEERING, INC.
13132 ATTN: LOUIS J. PACHMAN
8404 INDIAN HILLS DRIVE
OMAHA NE 68114-4049

COVERAGES PA

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	CPO8022044	06/01/2000	06/01/2001	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE \$ 1,000,000
					PRODUCTS - COM/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY	BAP2292527 BAP8022045 TAP8024607	06/01/2000	06/01/2001	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA AGG \$ XXXXXXXX
					AUTO ONLY: AGG \$ XXXXXXXX
	GARAGE LIABILITY	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$ XXXXXXXX
					\$ XXXXXXXX
					\$ XXXXXXXX
	EXCESS LIABILITY	NOT APPLICABLE			\$ XXXXXXXX
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM				
	RETENTION \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	37WBRMX9752	06/01/2000	06/01/2001	<input checked="" type="checkbox"/> WC STATUS- TORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 100,000
					E.L. DISEASE - EA EMPLOYEE \$ 100,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
D	OTHER	PLN113978408	06/01/2000	06/01/2001	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000
	ARCH & ENG PROFESSIONAL LIAB				

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

RE: WILLIAMSON COUNTY ROAD BOND PROGRAM - ROUTE AND DESIGN STUDY FOR SOUTH WEST SEGMENT OF GEORGETOWN INNER LOOP.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

000000

1056513 WILLIAMSON COUNTY
ATTN: JUDGE JOHN DOERFLER
710 MAIN, SECOND FLOOR
GEORGETOWN TX 78626

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

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.

Name (If a joint account or you changed your name, see Specific Instructions on page 2)

HDR ENGINEERING, INC.

Business name, if different from above. (See Specific Instructions on page 2)

Check appropriate box

☐ Individual/Sole proprietor

☒ Corporation

☐ Partnership

☐ Other

Address (number, street, and apt. or suite no.)

8404 INDIAN HILLS DR.

City, state, and ZIP code

OMAHA, NE 68114-4049

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, 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.

Notes: 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

47-0630563

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

Brenda Kennedy/Corporate Acct.

Date

3-12-01

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 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding, or
3. 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:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. 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
4. 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

5. 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.

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

Cat. No. 10231X

Form W-9 (Rev. 12-98)

ASSISTANCE
ADDRESS

PO Box 93788

CHICAGO, IL 60673-3788



AGENDA ITEM 27

Consider approving professional services agreement with S. D. Kallman, L.P. Engineers and Environmental Consultants for Rd. Bond Program utility coordination and relocation.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve a professional services agreement with S. D. Kallman, L.P. Engineers and Environmental Consultants for Rd. Bond Program utility coordination and relocation.

Vote: 4 – 0 with Commissioner Hays absent from the dais.

< Attachment >

Contract No. SD Kallman - Utility Relocation

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)