

AGENDA ITEM 27

Hear presentation from Durant Architects relating to jail/courthouse annex expansion project.

No action was taken on this item.

AGENDA ITEM 28

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

No action was taken on this item.

AGENDA ITEM 29

Consider approving professional services agreements for road bond program with:

HDR Engineering, Inc.
Denmon Engineering of Texas LLC
Haynie Consulting, Inc.
PBS&J

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve professional services agreements for road bond program with:

HDR Engineering, Inc.
Denmon Engineering of Texas LLC
Haynie Consulting, Inc.
PBS&J

Vote: 4 – 1 with Commissioner Heiligenstein voting against the motion.

Commissioner Heiligenstein asked what roads were associated with each firm.

Mike Weaver of Prime Strategies stated that Denmon Engineering has the Chandler Road project, from 1460 to 95; HDR Engineering has the Georgetown Loop feasibility study concerning Leander to IH 35; Haynie Consulting will be working on CR 368 and CR 369; and PBS&J has Parmer Lane north from SH 29 to IH 35 near Jarrell.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve professional services agreements for road bond program with:

Denmon Engineering of Texas LLC
Haynie Consulting, Inc.
PBS&J, but removing the HDR Engineering, Inc. agreement for discussion in the afternoon work

session.

Vote: 5 – 0

< Attachments >

Contract No. Dehmon Engineering - Chandler Road

OK
[Signature]

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 (*Exhibit C*)
- ☐ Hourly Rates of Engineer – Exhibit II (*Exhibit D and E*)
- ☒ 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

Exhibit E - Subconsultant Agreements

Course of Work

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

Notices (as applicable)

Contract No. Dunbar Engineering - Chandler Road

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

Documentation for Payment

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

Contract No. DENMON ENGINEERING - CHANDLER ROAD**PROFESSIONAL SERVICES AGREEMENT**

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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 380 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

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written Notice of Reinstatement from *County Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and 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

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required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.

- F. After acceptance, *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.

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Section VIII
Engineer's Responsibility and Liability

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

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- 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.
- 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*.

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Section X
Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Engineer* reasonable advance notice of intended audits.
- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to 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.

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- C. **Equal Opportunity in Employment.** *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the 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: Denmon Engineering of Texas LLC
1101 Capital of Texas Highway South
Building E, Suite 230
Austin, Texas 78746

COUNTY: Williamson County (or successor)

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

Attn: File No.

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

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

and to: _____

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

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- K. ***Compliance with Laws.*** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. ***Reports of Accidents.*** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.
- M. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR 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 Limited Liability 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.

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- R. **Definition of Engineer.** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

EXECUTED this _____ day of _____, 2001.

THE ENGINEER:

BY: CE [Signature]Printed Name: Charles Mestretle, P.E.Title: Principal / Manager

WILLIAMSON COUNTY:

BY: John C. Daehler 3-20-01Williamson 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 \$962,513.33.
- 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

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completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *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 \$962,513.33, 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 Denmon Engineering of Texas LLC (*the "Engineer"*).

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

Engineering related to planning and schematic design of Chandler Road Extension from FM 1460 to SH95.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$962,513.33.

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 March 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: Charles Mistretta
SignatureCharles Mistretta, P.E.
Printed NamePrincipal / Manager
Title12 March 2001
Date

COUNTY:

Williamson County, Texas

By: John C. Doerflinger
SignatureJohn C. Doerflinger
Printed NameCounty Judge
Title3-20-01
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

Exhibit E - Subconsultant Agreements

EXHIBIT A
SERVICES TO BE PROVIDED BY COUNTY
DENMON ENGINEERING OF TEXAS

WILLIAMSON COUNTY, TEXAS
CHANDLER ROAD – WILLIAMSON COUNTY

From: FM 1460
To: SH 95
County: Williamson

PROJECT DESCRIPTION

Existing Facility

The existing roadway consists of a two-lane roadway with earthen shoulders. Some of the proposed alignment has no connecting roadway and proposed road will be on a new alignment.

Proposed Facility

Proposed roadway will be approximately 14 miles of a 4 - Lane rural divided section in a 200' ROW utilizing open ditches and cross drains for drainage. The lanes shall be 4 – 12' travel lanes with a 10' paved outside shoulder and a 4' paved inside shoulder section. In addition, a 1.5 mile portion of FM 1460 at the western end of the alignment will be studied with regard to possible intersection re-alignment. The possibility of developing trails shall also be explored by the OWNER before a final typical section is selected.

Deliverables include Design Schematic, ROW Mapping and Documents for the entire project and PS&E Packages for the selected segments.

I. ROUTE AND DESIGN STUDIES
(Function Code 110)

1. Conduct Level of Service Analysis
2. Perform Traffic Evaluations and Projections (existing counts and design year projections necessary to prepare traffic control plans)
3. Provide a listing of roadway design criteria and the ENGINEER will finalize the criteria.
4. Provide background information for Design Schematic including:
 - a. Proposed typical sections for all roadways (including cross streets)
 - b. Design Speeds
 - c. Current and proposed traffic volumes
 - d. Proposed pavement sections/design
 - e. Preliminary right of way (ROW) requirements

VII. MISCELLANEOUS (ROADWAY)
(Function Code 163)

1. Agreements - The OWNER will negotiate with the appropriate entities in order to obtain necessary agreements pertaining to utilities, railroads and traffic signals.
2. Provide available and applicable special specifications, special provisions and updated list of bid items.
3. Provide a tabulation of current, applicable unit bid prices.
4. Copies of appropriate and applicable Standard sheets.
5. Relay approvals for local, regional, state and federal agencies and provide assistance, as necessary, to obtain necessary data, information, and approvals from the various agencies.

EXHIBIT B
SERVICES TO BE PROVIDED BY ENGINEER
DENMON ENGINEERING OF TEXAS

WILLIAMSON COUNTY, TEXAS
CHANDLER ROAD – WILLIAMSON COUNTY

From: FM 1460
To: SH 95
County: Williamson

PROJECT DESCRIPTION

Existing Facility

The existing roadway consists of a two-lane roadway with earthen shoulders. Some of the proposed alignment has no connecting roadway and proposed road will be on a new alignment.

Proposed Facility

Proposed roadway will be approximately 14 miles of a 4 - Lane rural divided section in a 200' ROW utilizing open ditches and cross drains for drainage. The lanes shall be 4 - 12' travel lanes with a 10' paved outside shoulder and a 4' paved inside shoulder section. In addition, a 1.5 mile portion of FM 1460 at the western end of the alignment will be studied with regard to possible intersection re-alignment. The possibility of developing trails shall also be explored by the OWNER before a final typical section is selected.

Deliverables include Design Schematic, ROW Mapping and Documents for the entire project and PS&E Packages for the selected segments.

I. ROUTE AND DESIGN STUDIES
(Function Code 110)

1. Development of Work Plan and Project Kick-Off Meeting - The ENGINEER will attend a project kick-off meeting to discuss details of the overall project and establish the basis for the development of the required work plan. The meeting will identify the roadway design criteria, project objectives, and local requirements of the project. After the development of the work plan, the ENGINEER will meet with the OWNER to detail objectives.
2. Route Location Studies - The ENGINEER shall perform a route study for the roadway based on the work already complete by the OWNER, and incorporating specific information gathered during item 1 above. The extent of the Route Study will include developing a Decision Matrix of criteria most important to the OWNER for route selection, such as preliminary cost estimates, avoidance of environmentally sensitive areas, existing utilities, topographic and geologic problem areas as well as limiting impacts on existing homes and businesses. ENGINEER will coordinate with OWNER's environmental consultant to

evaluate impacts of alternatives. Two (2) alternatives will be considered and ENGINEER shall recommend a preferred alternative to the OWNER for final route selection.

3. Route Fly Over – The ENGINEER shall arrange for a 6 person, (pilot plus 3 OWNER reps and 2 ENGINEER reps) low altitude flight over the proposed route established in item 2 above. The purpose of the fly over will be to observe the proposed route, as a group, and identify any additional concerns requiring final adjustments to the proposed route before proceeding.
4. Preliminary Cost Estimates - The ENGINEER shall prepare a detailed preliminary construction cost estimate for the final route.
5. Design Schematic Layout including:
 - a. Location of main lanes, intersections and grade separations.
 - b. Evaluation of capacity of existing drainage structures and sizing of proposed drainage structures.
 - c. Identification and location of required bridge structures, with typical sections.
 - d. Identification and location of required storm water detention and/or water quality improvements.
 - e. Coordination with TXDOT for design at state highway intersections.
 - f. Identification of areas where super-elevation will be required.
 - g. Direction of flow and number of lanes on all roadways.
 - h. Proposed typical sections for all roadways (including crossroads).
 - i. Preliminary vertical and horizontal alignments. The degree of horizontal curves and vertical curve data will be shown for future reference.
 - j. Existing and proposed ROW limits.
 - k. Preliminary ROW requirements.
 - l. The schematic will be at a scale of 1"=100'.
 - m. The ENGINEER shall develop one schematic layout for the option selected by the OWNER.
 - n. ENGINEER shall identify and locate existing utilities and incorporate existing utilities into the preliminary and final plans. The ENGINEER shall furnish a design schematic to each serving utility company for coordination with relocations. The actual design and relocation of existing utilities will be by others. The ENGINEER shall include the existing utility information provided by the OWNER in the plans.
6. General Guidelines for Project Development - The ENGINEER shall furnish the OWNER with up to 20 copies of a schematic, suitable for use by the OWNER. The OWNER shall review and comment, and the ENGINEER shall make adjustments as necessary for compatibility. The ENGINEER shall furnish the OWNER with a sealed original of the design schematic mylar and five blue-line copies for their use.

The ENGINEER shall perform a quality control check of the design schematic prior to submittal to the OWNER. Sub-consultants who participated in the design will review the schematic and provide comments prior to the submission to the OWNER. Up to 20 copies of the final schematic will be supplied to the OWNER by the Engineer.

7. Design Concept Conference - The ENGINEER will attend a design concept conference to be held early in the project to identify the roadway design criteria, project objectives, and local requirements of the project. The conference will also be used to identify the standard details that will be incorporated into the design. Copies of the design will be furnished by the ENGINEER and will be finalized upon completion of the design conference.
8. Geotechnical - The OWNER shall furnish soil core hole drilling for the project and log of boring. The ENGINEER will add soil borings information to the roadway plans.

II. SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

The ENGINEER shall identify "red flag" items from the Environmental Compliance Protocol list during preparation of the Route Location Study and bring them to the attention of the OWNER's environmental consultant for further evaluation and/or permitting. ENGINEER shall revise schematics as directed by the OWNER's environmental consultant to minimize potential environmental impacts. If the OWNER's environmental consultant requires additional assistance from the ENGINEER for further evaluation and/or permitting of these items, this effort will be scoped at that time.

III. RIGHT-OF-WAY DATA

(Function Code 130)

1. Subsurface Utility Investigation
 - a. Gather Utility information for utilities within 500 feet of proposed ROW.
 - b. Investigate and Mark Subsurface Utilities.
 - c. Conduct utility coordination meetings with utility providers.
 - d. Develop summary of utility conflicts, if any, requiring special considerations due to "life safety", physical or environmental constraints.
 - e. Prepare utility strip map showing existing utilities on the ROW base map along with potential utility conflicts.
2. ROW Surveys and ROW Maps
See separate Capital Surveying Company, Inc. Proposal

IV. FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

1. Field Surveying - See separate Capital Surveying Company, Inc. proposal.
2. Photogrammetry - See separate SAM, Inc. proposal.

V. ROADWAY DESIGN CONTROLS

(Function Code 160)

1. Geometric Design
 - a. Horizontal and Vertical Alignment - The ENGINEER shall refine the horizontal and vertical alignment of roadway and cross streets taking into account any appropriate super-elevation rate. Plan and Profile sheets shall be provided at a scale of 1"=100 feet.
 - b. Typical Sections - The ENGINEER shall refine the typical sections to conform to all project conditions. Typical sections shall be prepared at a scale of 1" = 10 feet.
 - c. Design Cross Sections - The ENGINEER shall prepare cross section at scale of 1" = 10'. Cross sections shall be created at 50-foot increments through the project, and at cross drainage structures, intersection beginning and ending radii, and other significant features.
 - d. Determine Cut and Fill - The ENGINEER shall determine the quantities of cut and fill for each cross section and shall add the volumes of material to the cross sections.
2. Pavement Design
 - a. Pavement Sections - The pavement design will be furnished to the ENGINEER and typical pavement sections shall be developed for the project.
3. Other Design Elements

The ENGINEER shall develop a PS&E plan set based on the preferred schematic only. The PS&E plan set will be prepared for letting.

- a. Project Title Sheet - The ENGINEER shall prepare a title sheet formatted by the OWNER to be used for construction plans. A supplemental index sheet will follow the title sheet.
- b. Project Layout Sheets - The ENGINEER shall prepare Project Layout Sheets at a scale of 1" = 400 (preferred) or 1" = 200' which will clearly indicate the limits of the entire project.
- c. Horizontal Curve Data & Alignment Sheets - The ENGINEER shall prepare alignment data sheets, which depict the horizontal and vertical control. Coordinates, stations, and elevations of key alignment features and benchmarks shall be noted.
- d. Removal Item Sheets - The ENGINEER shall prepare a set of pavement removal sheets at a scale of 1" = 100 feet, which depicts pay items to be removed.

4. **Summary Sheets**

The ENGINEER shall develop summary sheets for the various roadway pay items for this project.

- a. **Roadway Detail Sheets** - The ENGINEER shall prepare roadway detail sheets at a scale of 1" = 50'.
- b. **Intersection Layout Sheets** - The ENGINEER shall develop intersection layout sheets for the project at a scale of 1" = 50 feet. The layouts will show horizontal and vertical control, lane configuration and dimensions.
- c. **Estimate and Quantity Sheets and General Notes** - The OWNER will supply current specification and general notes for review by the ENGINEER. The ENGINEER shall review the Specification and General Notes and provide recommendations to the OWNER for inclusion into the plans. The ENGINEER shall develop the Estimate and Quantity Sheets and the Specification/General Notes Sheets.

VI.

DRAINAGE
(Code Function 161)

1. **Hydrologic Studies**

- a. **Drainage Area Map** - The ENGINEER shall prepare a drainage area map at a scale of 1" = 100 feet or 1" = 200 feet as necessary to fit on standard sheets.
- b. **Hydrologic data/discharge determination** - The run-off to each culvert will be calculated in accordance with TxDOT's Hydraulic Manual and shown on TxDOT computation sheets or other acceptable form.

2. **Hydraulic Computations**

- a. **Hydraulic Computations** - Hydraulic computations for this project include the use of hydraulic computer programs as directed by the OWNER. These include Texas Hydraulic System (THYSYS), Winstorm, Federal Highway Administration Hydraulic Engineering Circulars, US - Army Corps of Engineers Hydrologic Engineering Center River Analysis System (HEC-RAS) and other TxDOT Hydraulic Sections Publications.
- b. **Ditches and Culverts** - The ENGINEER will perform necessary hydraulic computations for the design of ditches and culverts for this project.
- c. **Hydraulic Report** - A Hydraulic Report is not required for this project due to the absence of bridges or bridge class culverts.

3. Layout, Structural Design and Detailing of Drainage Features

- a. Storm Sewer System - Enclosed storm sewers are not planned for general use, but may be required in isolated locations. If required, Storm Sewer design shall be performed in accordance with TxDOT's Hydraulic Manual and shall be based upon the drainage area information and the runoff and inlet computations. Storm sewer design will be shown at a scale of 1" = 50 feet. Plans will show the location of inlets, manholes, slotted drains, culverts, utilities, and channel improvements as required. Profile information of the drainage system will include pipe size and type, slope, existing and proposed ground lines above the pipe, pertinent hydraulic data, and locations and sizes of inlets and junctions. Computation sheets will be prepared for the inlets and sewers. Existing pipe culverts will be incorporated into the storm sewer system while maintaining drainage flows.
- b. Outfall Channels - The ENGINEER will design and detail all drainage outfall channels in accordance with TxDOT's Hydraulic Manual. Drainage outfall channels improvements associated with the culvert crossings shall be shown on the storm sewer sheets. Location for storm sewer outfalls will be determined by actual design. Drainage easements are available at certain locations but additional or lengthening of existing easements may be required. Drainage outfalls may need to be extended some distance downstream.
- c. Detention Ponds - Detention Ponds are not anticipated on this project.
- d. Summary of Quantities - The ENGINEER shall calculate and tabulate quantities of drainage items for the project. Quantities will be in accordance with the TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges 1993.
- e. Storm Water Management Facilities - The ENGINEER shall design storm water management facilities that will minimize the sediment runoff during construction for this project. The anticipated design components to be utilized on this project are silt fence, sand bag, rock filter dams, sediment traps and construction exits. Plans will be prepared in a form suitable for inclusion in a Storm Water Pollution Prevention Plan to be prepared by others.

VII.

SIGNING, MARKINGS, AND SIGNALIZATION
(Function Code 162)

1. Signing and Marking Layout - The ENGINEER shall prepare a signing and marking layout at a scale of 1" = 100 feet. The signing and marking layout will identify the various types or

pavement markings, proposed signing, and location of project features which would present a hazard to traffic.

2. **Small Sign Summary Table** - The ENGINEER shall prepare a small sign summary table utilizing standard TxDOT sheets.
3. **Sign Details** - The ENGINEER shall detail all non-standard signs or marking details required for the project. TxDOT standards shall be utilized whenever possible.
4. **Traffic Signals**
 - a. **Signal Layout** - The ENGINEER shall design the proposed traffic signals required for the project.
 - b. **Plan Sheets** - The ENGINEER shall develop the traffic signal layout. The layout shall include existing traffic control that will remain (signs and markings), existing utilities, proposed roadway improvements, proposed installation, proposed additional traffic controls, and if required, proposed illumination attached to signal plans.
 - c. **Elevation Sheet** - The ENGINEER shall develop an elevation sheet showing the vertical clearance required for span wire design on the temporary signal plans.
 - d. **Phase Sequence Diagrams** - The ENGINEER shall develop the phase sequence diagrams that will include signal locations, signal indication, phase diagram, signal sequence table, flashing operation (normal to emergency), preemption operation (when applicable), interval timing, cycle length and offset.
 - e. **Construction Detail Sheet** - The Engineer shall develop construction details including poles (TxDOT standard sheets), detectors, pull box and conduit layout, and controller foundation standard sheet.
 - f. **General Requirements**
 1. **Utility Coordination** - The ENGINEER shall coordinate with the OWNER in identifying power sources, conduit runs, and will show them on the project plans. The ENGINEER shall identify the potential overhead utility conflicts, and coordinate with the OWNER and the utility company to help resolve the conflicts.

2. Governing Specifications - The ENGINEER shall coordinate with the OWNER in identifying specifications and provisions, which are required for the traffic signal component of the project.

- g. Summary of Quantities - The ENGINEER shall develop quantity summary table sheets for this project.

VIII. MISCELLANEOUS (ROADWAY)

(Function Code 163)

1. Traffic Control Plan
 - a. Sequence of Construction - The ENGINEER shall prepare a detailed Traffic Control Plan (TCP) with a sequence of construction plan at a scale of 1" = 100 feet. The plan shall identify work areas, temporary shoring, signing, detour alignment, barricades, and other TCP related items. Intersection reconstruction activity shall be identified by separate details where necessary. Narrative for the sequence or construction will be prepared and submitted to the OWNER for review and incorporation into the plans.
 - b. TCP Quantity Summary - The ENGINEER shall prepare quantity summary for all items utilized during this segment of the project.
 - c. Preliminary Construction Schedule - The ENGINEER shall prepare a construction schedule, which will identify the major items of work for the construction project.
2. Miscellaneous Items
 - a. Erosion Control - The ENGINEER shall prepare a construction schedule, which will identify the major items of work for the construction project.
3. Compute and Tabulate Quantities
 - a. The ENGINEER shall compute all quantities that are required for pay items, and those quantities identified by the OWNER as necessary for inclusion for contractor's information only.
4. Sounds Barrier Walls
 - a. Sounds Barrier Walls are not anticipated.
5. Retaining Walls
 - a. Retaining Walls are not anticipated.

6. Bridges
 - a. Bridges are not anticipated.
7. Estimate
 - a. The ENGINEER shall prepare a project estimate of the probable cost. The estimate shall be prepared during the schematic phase, and shall be revised and adjusted for the 50%, 90%, 95%, and 100% submittals.
8. Specifications and General Notes
 - a. The OWNER shall furnish listing of the current general notes, standard specifications, and special specifications that will be utilized for the project. The ENGINEER will prepare any special specifications and will work with the OWNER to identify the applicable general notes.

X. DELIVERABLES

1. Deliverable Requirements
 - a. Electronic Graphics Submittal - The ENGINEER shall provide to the OWNER, an electronic deliverable (CD ROM) of all design documents (excluding standard drawings for this project) in .dwg (AutoCAD 2000 compatible) format.
 - b. Final Mylar Tracings - The ENGINEER shall provide on set of half size 11" X 17" mylar originals with professional engineer's seal on each sheet, and up to 10 sets of prints of the plans.
 - c. Submittals - The ENGINEER shall make a 50%, 90%, 95%, and a 100% design plan submittal.
 - d. General Notes - The ENGINEER shall provide markups of the general notes and specification data sheets to the OWNER and shall coordinate with the OWNER for the selection of the final wording.

[illegible]

**EXHIBIT D
FEE SCHEDULE SUMMARY
DENMON ENGINEERING OF TEXAS**

**WILLIAMSON COUNTY, TEXAS
CHANDLER ROAD - WILLIAMSON COUTY**

FROM: FM 1460 TO: SH 95

**MANHOUR & COST ANALYSIS
COST BREAKDOWN PER TASK**

ROUTE AND DESIGN STUDIES (F.C. 110)	\$279,217.50
SOC., ECON., AND ENVIRON. STUDIES AND PUBLIC INVOLVEMENT (F.C. 120)	\$10,470.00
RIGHT-OF-WAY DATA (F.C. 130)	\$401,160.00
FIELD SURVEY AND PHOTOGRAM. (F.C.150)	\$271,665.83
ROADWAY DESIGN CONTROLS (F.C. 160)	FURNISHED LATER
DRAINAGE (F.C. 161)	FURNISHED LATER
SIGNING, MARKINGS, AND SIGNAL. (F.C. 162)	FURNISHED LATER
MISCELLANEOUS (ROADWAY) (F.C. 163)	FURNISHED LATER
EXPERT WITNESS TESTIMONY	<u>ADDITIONAL SERVICE - AS REQUIRED</u>
TOTAL COST - ALL ENGINEERING	\$962,513.33

**EXHIBIT D
FEE SCHEDULE SUMMARY
DENMON ENGINEERING OF TEXAS**

**WILLIAMSON COUNTY, TEXAS
CHANDLER ROAD - WILLIAMSON COUTY**

FROM: FM 1460 TO: SH 95

**MANHOUR & COST ANALYSIS
MANHOUR SCHEDULE**

CLASSIFICATION	ESTIMATED HOURS	HOURLY RATE	EXTENSION
Principal	34	\$135.00	\$4,590.00
Senior Engineer	897	\$127.50	\$114,367.50
Engineer	1440	\$75.00	\$108,000.00
Pre-Professional	800	\$67.50	\$54,000.00
Cadd Drafting	900	\$52.50	\$47,250.00
Sub-Total Prime Consultant			\$328,207.50
Direct Cost:			
Printing Route and Design Studies (40 set @ \$100/set)			\$4,000.00
Route Fly Over			\$500.00
Investigate and Mark Subsurface Utilities			\$20,000.00
Total Engineering Sub-Consultants (Capital Surveying Company, Inc. & SAM, Inc.)			\$609,805.83
Total Cost - All Surveying & Engineering			\$962,513.33

DESCRIPTION OF TASK	Survey Crew	Survey Supervisor	Clerical	Cadd Drafting	Pre-Professional	Engineer	Senior Engineer	Principal
Design Schematic Layout (Continued)								
Incorporate Geotechnical Information				4		8	8	
Incorporate Exist. Utilities into Plans				16	16	16	4	
Incorporate Proposed ROW Limits into Plans				24	24	24	8	
Preliminary ROW Requirements				24	24	24	8	
Preliminary Sequence of Construction				80	40	80	24	2
Meeting with Local Officials (2 Meetings)						16	16	
Revise Review Material				40	24	24	8	
Quality Control							16	4
Design Concept Conference								
						8	8	
Reports and Submission Packages								
Develop Sheet Index & Layout Map				40	24	24	8	1
Develop Introduction						8	8	1
Finalize Tech. Memorandum (Design Criteria)						8	8	1
Finalize Tech. Memo. (Typical Sections)				8		8	8	1
Dev. Tech. Memo. (Ex. Align. & Design Spd.)						16	40	2
Dev. Tech. Memo. (Existing Drainage Plan)				24		40	40	2
Dev. Tech. Memo. (Geotechnical Analysis)				Furnished by Owner				
Dev. Tech. Memorandum (Existing Utilities)				16		24	24	1
Dev. Tech. Memo. (RR Grade Sep. Analysis)						8	8	1
Dev. Tech. Memo. (Bridge Rec. Report)				Not Anticipated				
Dev. Tech. Memo. (Alt. Alignment Study)						8	8	
Dev. Tech. Memo. (Proposed Drainage Plan)				40		80	40	2
Update Preliminary Cost Estimate						80	40	2
Compile Report & Print						8	8	
Meeting with Local Officials (2 Meetings)						16	16	
Revise Report				24		24	24	1
Coordinate with the Owner								
Attend Coordination Meetings						96	96	
SUBTOTAL	0	0	0	780	696	1248	697	32

DESCRIPTION OF TASK	Survey Crew	Survey Supervisor	Clerical	Cadd Drafting	Pre-Professional	Engineer	Senior Engineer	Principal
SOC., ECON., AND ENVIRON. STUDIES AND PUBLIC INVOLVEMENT (F.C. 120)								
Studies and Public Involvement								
Identify "Red Flag" Items				40		40	40	2
SUBTOTAL	0	0	0	40	0	40	40	2

RIGHT-OF-WAY DATA (F.C. 130)								
Coordination							40	
Utility Survey						40	24	
Assemble of Data (Existing Utilities)								
Investigate and Mark Subsurface Utilities								
Field Survey of Existing Utilities								
Conduct Utility Coord. Meetings						8	8	
Develop Summary of Utility Conflicts					80	80	40	
Prepare Utility Strip Map				80	24	24	8	
ROW Surveys & Maps								
Title Research (Commitments)								
ROW Surveys & Maps								
SUBTOTAL	0	0	0	80	104	152	120	0

DESCRIPTION OF TASK	Survey Crew	Survey Supervisor	Clerical	Cadd Drafting	Pre-Professional	Engineer	Senior Engineer	Principal
SIGNING, MARKINGS, AND SIGNAL.. (F.C. 102)								
Signing and Marking Layout								
Small Sign Summary Table								
Sign Details								
Traffic Signals								
Signal Layout								
Traffic Signal Layout								
Elevation Sheet								
Phase Sequence Diagrams								
Construction Detail Sheets								
Utility Coordination								
Specifications								
Summary of Quantities								
SUBTOTAL	0	0	0	0	0	0	0	0

MISCELLANEOUS (ROADWAY) (F.C. 103)								
Traffic Control Plan								
Sequence of Construction Sheets								
Summary of Quantities								
Preliminary Construction Schedule								
Cost Estimate								
Specifications and General Notes								
SUBTOTAL	0	0	0	0	0	0	0	0
TOTAL	0	0	0	900	800	1440	897	34

EXHIBIT E
SUBCONSULTANT AGREEMENTS
DENMON ENGINEERING OF TEXAS

WILLIAMSON COUNTY, TEXAS
CHANDLER ROAD – WILLIAMSON COUNTY

From: FM 1460
To: SH 95
County: Williamson

Capital Surveying Company Inc.

February 19, 2001

Mr. Scott Dukette, P. E.
Denmon Engineering of Texas
1101 Capital of Texas Highway Building E, Suite 230
Austin, Texas 78746

Re: Extension of Chandler Road, Williamson County, Texas

Dear Mr. Dukette:

This letter is my proposal for providing surveying services on the above referenced project.

LIMITS OF WORK

The project begins at existing Chandler Road approximately 1500 feet west of FM 1460 and ends at SH 95 and FM 1331 in Williamson County, (approximately 14 miles). In addition to the Basic Services proposed for Chandler Road, a 9000 foot segment of FM 1460 from County Road 112, north to a point 4000 LF north of Chandler Road will be included in the aerial mapping. At present two alternate routes are being considered. This proposal is based on providing services for only one of the two routes.

BASIC SERVICES**A) Project Management**

1. Capital Surveying will attend coordination and planning meetings as is necessary. This work would include compiling available maps, preliminary records research and plotting as the project develops, additional meetings will be attended to discuss findings, design changes and respond to questions. The fees noted under Project Management are for the Preliminary and Planning phase only, the balance is reflected in the individual tasks.

B) Primary Project Control

1. Establish a traverse baseline along the route near the proposed centerline
2. Utilizing GPS and/or conventional surveys tie the traverse to known horizontal and vertical control monuments.
3. The existing control would be that selected by the engineer (existing control from adjacent projects, TxDot or NGS published data).
4. A map will be produced showing the primary control for the project and furnished for use in determining the final alignment.
5. Set elevation benchmarks at 1500 LF intervals and/or where stable conditions will permit and establish vertical control on the benchmarks using conventional 3-wire levels and GPS surveys.

C) Design Surveys

1. Aerial Mapping Control (Single Route)
 - Upon receiving the centerline alignment as determined by the engineer, aerial horizontal and vertical control panels will be set along the centerline of the proposed route of

Chandler Road and FM 1460. This proposal is based on setting centerline panels at 2500 foot spacing and wing panels up to 750 feet left and right of centerline. Capital Surveying will establish horizontal and vertical control on the panels and provide the information to the aerial company in map and text format.

1A. Aerial Mapping Control (Both Routes)

- Both routes would be included in the aerial mapping as an alternate proposal.

2. Supplemental Design Surveys

- Spot elevations or cross sections will be taken in areas obscured by vegetation from the aerial survey as directed by the engineer
- Detail topographic surveys will be done at all street crossing (we estimate 13 to 14 crossings).
- Where the alignment runs parallel with and joins existing roadways (CR 394) spot elevations will be taken on edge of pavement at 100' intervals (we estimate 18000 LF).
- CSCI will identify types of materials present on existing drives (asphalt, gravel, etc.).
- Cross sections will be taken at creek crossings up to 300' upstream and downstream of the proposed centerline (approximately eight areas) or as directed by the engineer.
- Locate trees 8" in diameter within the proposed right-of-way. Generally trees would be found only at creek and old fence line crossings (I propose no more that 5 field crew days and 3 days office support for this task).
- Tie environmental features located by others.
- Locate up to 60 borings.

3. Utilities Location

- Within the proposed right-of-way Capital Surveying will locate existing visible utilities, including overhead electric, telephone and pipe lines; obtain depth of cover on pipelines.
- Capital Surveying will also locate other underground utilities once information of such utilities is furnished to Capital Surveying and the utility has been either exposed to the surface or located by others and marked on the surface.

D) Right-of-Way

- Capital Surveying will work with the engineer to compute the final alignment along with the specific geometry that defines it and set all centerline points of curvature, intersection points with streets right-of-way and points at 1000 foot spacing.
- Capital Surveying will provide records research data study and plotting in preparation for field surveys.
- If title commitments are furnished, Capital Surveying will review title commitments and copies of the recorded instruments noted therein, to be furnished with the commitment.
- Field surveys will be made to locate and tie those existing property monuments necessary to properly determine existing property limits.
- The proposed right-of-way will be computed using the final alignment overlaid with the existing properties to provide a preliminary route map for the engineer.
- Upon review by the engineer, Capital Surveying would make any minor adjustments in the alignment prior to producing final documents.
- Upon acceptance of the final right-of-way alignment, individual parcels would be computed.

- Drainage easements would be computed as directed by the engineer.
- Capital Surveying would provide certified surveys (parcel drawings and field note descriptions) for each right-of-way parcel and each drainage easement. We estimate there will be approximately 130 parcels and 15 to 20 easements; the surveys will be conducted to the minimum standards as set out by the TBPLS or better.
- ½" iron rods of suitable length for the soil type will be set for all right-of-way points of curvature, angle points, street and property intersections and capped with a standard Capital Surveying cap unless otherwise directed.
- Right-of-way strip map will also be compiled and delivered.

E) Deliverables

1. All of the above information will be provided as a hard copy (prints) along with a digital file. Although most of the Capital Surveying work will be based in AutoCAD format we will work with the engineer to furnish the digital information in a compatible microstation format.

F) Assumptions

1. Items or tasks to be furnished by others include:
 - a) right-of-entry prior to field work by Capital Surveying;
 - b) utilities research;
 - c) individual title commitments for each parcel along with copies of the instruments noted therein;
 - d) investigation of Karst or historic features;
 - e) that the deeds of the subject properties clearly define boundary limits and ownership.
2. Although there are two proposed alignments, this proposal is for design of only one. We assume the one chosen will be in the preliminary stage of the project prior to any field work.

ADDITIONAL SERVICES

Additional services would include but not be limited to the following:

1. Any task not noted above.
2. Any repetitive work due to design changes, acts of God or vandalism (this project runs through farm county, much of which is in cultivation; we expect that some of our ground control will be lost to farming).
3. Obtaining "Abstract of Titles" or unusual records research such as, obtaining affidavits to define ownership, or conflicts.
4. Additional work necessary to resolve boundary conflicts.
5. Additional work to obtain release of easements, parcel swaps, preparation of utility easements and other items not listed above.

Page 4 of 5
Mr. Scott Dukette, P. E.
Proposal for Extension of Chandler Road
February 19, 2001

COMPENSATION

All of the above work will be provided on an hourly or per diem basis in accordance with our attached rate schedule and will be invoiced monthly on a time and materials basis with a total project cost not to exceed \$577,810.00. An approximate distribution of the total cost follows (cost for Project Management is distributed and included in the tasks listed below):

A) Project Management (Preliminary Planning)	\$ 6,000.00
B) Primary Control	\$ 56,900.00
C) Design Surveys	
1) Aerial Mapping Control	\$ 60,600.00
1A) Aerial Mapping (Both Routes)	\$96,000.00
2) Supplemental Design Surveys	\$75,670.00
3) Utilities Location	<u>\$13,000.00</u>
Total Design	149,220.00
Total Design with C-1A	185,220.00
Right-of-Way	<u>330,240.00*</u>
TOTAL PROJECT COST	\$ 542,410.00
TOTAL PROJECT COST (With C-1A)	\$577,810.00

*This amount does not include State Sales Tax.

If this proposal meets with your approval, please sign one copy and return to this office. The signed copy will serve as our contract of services and authorization to begin work.

Sincerely,


Jerry Bufts, R.P.L.S.
President

Accepted:

By  8 March 2001
Denmon Engineering of Texas Date

The Texas Board of Land Surveyors is empowered to license Registered Professional Land Surveyors and to administer complaints filed against them. You may do so by writing the Texas Board of Land Surveyors, 7703 North Lamar Blvd., Suite 304, Austin, Texas 78752, or by calling (512) 452-9427.

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 Mr. Scott Dukette, P. E.
 Proposal for Extension of Chandler Road
 February 19, 2001

CAPITAL SURVEYING COMPANY, INC. HOURLY RATE SCHEDULE

2 Man Crew	\$110.00 per hour
3 Man Crew	\$125.00 per hour
4 Man Crew	\$140.00 per hour
Principal (Registered Surveyor)	\$150.00 per hour
Registered Surveyor	\$ 90.00 per hour
Survey Technician	\$ 80.00 per hour
CAD/Drafting	\$ 70.00 per hour
Admin./Tech *See Note 1	\$ 50.00 per hour
GPS Field Unit *See Note 2	\$ 80.00 per hour
GPS Receivers (Trimble 4000 ST) *See Note 5	\$ 30.00 per hour
GPS Total Station System (4000 SSE) *See Note 8	\$100.00 per hour
GPS Operator	\$ 70.00 per hour
GPS Data Processing	\$125.00 per hour
Materials, Surveying Supplies, Reproductions, Outside Services	Cost + 15%

- Note 1 Project support services include: word processing to type fieldnote descriptions, plat notes, and other items necessary to provide final drawing, acquisition of record documents from governmental agencies, court houses, etc.
- Note 2 The GPS Field Unit includes one GPS receiver, a vehicle and an operator. (minimum 4 hrs.)
- Note 3 For each crew member required above 4 men, add \$15.00 an hour.
- Note 4 Sales tax will be applied to the above rates when applicable by State law. Cost estimates and contract amounts do not include sales tax.
- Note 5 The cost is per unmanned receivers in addition to those used in the GPS Field Units (See Note 2).
- Note 6 Driving or travel time from Austin is considered chargeable unless otherwise noted in the contract.
- Note 7 Out of town work will be invoiced at cost, unless specified otherwise in contract.
- Note 8 Minimum 4 hours. Does not include operators.

Supplement to Agreement
Between
Denmon Engineering of Texas
and
Capital Surveying Company, Inc

The attached schedule is made part of this agreement. Capital Surveying Company, Inc. is aware of the \$100.00 per day damages clause in the prime agreement between Williamson County, Texas and Denmon Engineering of Texas.

Initials

CM
JW

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4029 Capital of Texas Highway South, Brodie Oaks Professional Plaza, Suite #125
Austin, Texas 78704 512-447-0575, fax 512-326-3029
sam@sam-inc-aus.com

February 19, 2001

Mr. Scott Dukette
Denmon Engineering of Texas
1101 Capital of Texas Highway South
Building E, Suite 230
Austin, Texas 78746

Reference: Chandler Road (Williamson County)
Aerial Mapping Services
SAM, Inc. Proposal No. P21000-40 (revision)

1. PROJECT OVERVIEW

It is our understanding that the overall project will consist of the following services:

- 1.1. All aerial mapping effort will conform to National Map Accuracy Standards (NMAS). Accuracy will be consistent with a mapping scale of 1"=50'.
- 1.2. The project is approximately 16.1 miles in length, east of I-35, starting at the end of Chandler Road and heading east to connect with the intersection of SH 1331 and SH 95 in Williamson County, Texas, and includes a cross line that extends from the intersection of County Road 112 and State Highway 1460 to 3000' north of the intersection of Chandler Road and State Highway 1460.
 - 1.2.1. Project Limits are 500 feet left and right of the proposed alignment.
- 1.3. The main project's photo scale is 1"=300' with the mapping scale to be 1"=50'. The aerial photography flight height will be 1,750 feet above mean terrain (AMT). The cross line will be flown at a photo scale of 1"=250' with the mapping scale to be 1"=50'. The aerial photography flight height will be 1,500 feet above mean terrain (AMT). This project will be flown within 14 days of placement of all control panels, assuming weather permitting aerial photography.
- 1.4. Denmon Engineering of Texas will provide ground control with aerial panels suitable for 1"=300' photo scale on the main alignment, and ground control with aerial panels suitable for 1"=250' photo scale on the cross flight.

2. PROJECT SCOPE

- 2.1. There will be 8 flight lines with a total of approximately 110 black-and-white exposures. SAM, Inc. will have the film processed directly after the photo mission is accomplished. All negatives will be quality control checked by SAM, Inc.
- 2.2. Negatives shall be scribed meeting client standards. Two sets of paper contact prints will be produced from each negative film frame.



- 2.3. All negatives will be scanned at 15 microns for use on softcopy digital photogrammetric workstations.
- 2.4. Fully analytical digital aerial triangulation will be performed on approximately 100 stereo models using digital softcopy techniques and ORIMA triangulation software. The triangulation adjustment for each flight strip will meet NMAS requirements for producing 1"=50' scale mapping. A summary report of the triangulation results is included as a deliverable item.
- 2.5. Mapping will include all visible planimetrics for 1"=50' scale mapping. Digital terrain model (DTM) breakline and mass point data will be collected suitable for producing one (1) foot contours. In areas where the ground is not visible due to tree canopy or dense vegetation ground cover, the area will be outlined and defined as obscured.
 - 2.5.1. All electronic files shall be fully compatible with IGDS (MicroStation) format.
 - 2.5.2. Files shall include as applicable all features listed on the State's current *Photogrammetric Mapping Legend* symbology and level structure shall be in compliance with the State's current *Photogrammetric Mapping Legend*.
- 2.6. Digital Orthophoto images will be provided in TIFF world format, with .TFW georeference file, with a pixel size of one foot (or larger).

3. PROJECT DELIVERABLES

SAM, Inc. will deliver to the Client the following for this project:

- 3.1. The aerial film negative is not part of the deliverables under this contract.
- 3.2. Contact prints:
 - 3.2.1. The one set of contact prints will be utilized in the Digital Analytical Aerial triangulation and Digital map compilation effort by SAM, Inc.
 - 3.2.2. One set of contact prints of each of the photo negatives will be provided to the client.
- 3.3. The scanned imagery will be utilized in support of the Digital Analytical Aerial triangulation, Digital map compilation, and Digital orthophotography generation efforts by SAM, Inc.
- 3.4. Aerial triangulation summary report in hardcopy.
- 3.5. Digital photogrammetric data:
 - 3.5.1. One set of electronic files in MicroStation DGN format on CD-ROM of the planimetric feature collection data with one (1) foot contours.
 - 3.5.2. MicroStation DTM topographic data file in .DGN format.
 - 3.5.3. One set of Digital Orthophotos files in TIFF format with .TFW file.

**4. FEE ESTIMATE:**

SAM, Inc. will provide the services described above on a time and materials basis according to our attached hourly rate schedule for aerial mapping services. The following is an itemization of our estimated fees:

4.1. Aerial Photography:	\$4,960.73
4.2. Film Processing and Contact Prints:	\$2,367.75
4.3. Scanning of Film Negatives:	\$2,467.50
4.4. Aerial Triangulation:	\$4,704.00
4.5. Planimetric and DTM mapping (feet):	\$48,309.45
4.6. Digital orthophotos (feet):	\$4,586.40
4.7. Project Total:	\$67,395.83

Both the client and SAM, INC will agree upon any additions or additional services not outlined in this proposal in writing.

We are looking forward to working with you on this important project. If there are any questions concerning the information presented or if we can be of additional assistance, please feel free to contact us.

Sincerely,



Dennis Szarka
Photogrammetrist/Project Manager
SAM, Inc.

AERIAL MAPPING SERVICES HOURLY RATE SCHEDULE**For****Chandler Road Project #21000-40****(Denmon Engineering of Texas)****Affective date February 01,2001****DIGITAL AERIAL MAPPING**

Project Manager	\$ 90.00 per hour
Photogrammetrist	\$ 90.00 per hour
Compilation Specialist	\$ 57.50 per hour
Softcopy Photogrammetry Workstation	\$ 18.50 per hour
CADD Workstation	No Charge

PURCHASED SERVICES

All purchased services are invoiced at actual cost. These include but are not limited to reproduction, long distance telephone, rented or leased equipment, and project required special supplies. Sub-consultants services are invoiced at actual cost.

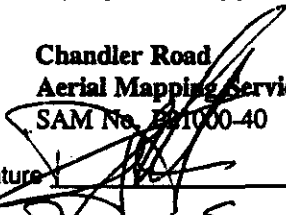
STANDARD TERMS AND CONDITIONS

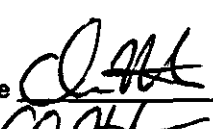
1. Access To Site - Unless otherwise stated, SAM, Inc. will have access to the site for activities necessary for the performance of the services. SAM, Inc. will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.
2. Documents Provided By Client - Client agrees to provide SAM, Inc. with any and all documents necessary to identify the ownership, location and condition of the property to be surveyed, including, but not limited to, deeds, maps, title information, and permits; and to obtain for Surveyor the authorization of the owner to enter upon the property for the purpose of conducting SAM, Inc.'s work thereon.
3. Certifications - SAM, Inc. shall not be required to execute any document that would result in their certifying the existence of conditions whose existence SAM, Inc. cannot ascertain.
4. Professional Services - All surveying services are regulated under the Texas Board of Professional Land Surveying. They can be contacted at 7701 North Lamar, Suite 400, Austin, Texas 78752.
5. Ownership Of Documents - All documents produced by SAM, Inc. under this agreement shall remain the property of SAM, Inc. and may not be used by the Client for any other endeavor without the written consent of SAM, Inc.
6. Copyright - The parties agree that all protections of the United States and Texas copyright laws shall be applicable to the work product to the benefit of SAM, Inc., including common law and statutory law, whether or not any copyright for such work product actually is registered, and without regard to whether or not such copyright actually applies to such work product.
7. Invoices - Invoices for fees and all other charges will be submitted monthly for all services rendered as the work progresses, and the net amount shall be due and payable as of the date of the invoice at SAM, Inc.'s office in Austin, Travis County, Texas.
8. Client's obligation to pay - Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received shall be construed as past-due. To cover the costs of collection, all past-due amounts will incur a late charge of one and one-half percent (1 1/2%) per month until paid. Any attorney's fees or court costs incurred in collecting any past-due amount shall be paid by the Client. In the event that Client fails to pay SAM, Inc. within (30) days after invoices are rendered, then Client agrees that SAM, Inc. shall have the right to stop or suspend work and consider the non-payment grounds for a total breach of this Agreement.
9. Termination Of Services - This Agreement may be terminated by either party upon five (5) days written notice by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the termination party. SAM, Inc. shall then be paid for the services completed up to the time of the termination date based upon the attached Rate schedule.
10. Dispute Resolution - Claims or disputes in connection with the services provided under this agreement between Client and SAM, Inc. shall be submitted to non-binding mediation. Client and SAM, Inc. agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
11. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of Texas.
12. Indemnification - The Client shall, to the fullest extent permitted by law, indemnify and hold harmless SAM, Inc., its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of SAM, Inc.

13. Limitation Of Liability - In recognition of the relative risks, rewards and benefits of the project to both the Client and SAM, Inc. the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total fee paid by the Client to SAM, Inc., excluding any sales tax, for the services rendered. Such causes include, but are not limited to, SAM, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
14. Authority - Client affirmatively represents and states that he/she/it is authorized to enter into this Agreement, either as the owner of the property for which the services described herein are to be performed, or as the owner's duly authorized agent, trustee or receiver for the purpose of entering into this Agreement.

Surveying And Mapping, Inc.

Chandler Road
Aerial Mapping Services
SAM No. 881000-40

Signature  Date 8 March 2001
Name Dennis Szarka
Title Photogrammetrist / PM.
Company Name SAM INC

Signature  Date 8 March 2001
Name Charles Mistretta
Title Principal / Manager
Company Name Denson Engineering Of Texas



4029 Capital of Texas Highway South, Brodie Oaks Professional Plaza, Suite #125
Austin, Texas 78704 512-447-0575, fax 512-326-3029
sam@sam-inc-aus.com

February 22, 2001

Mr. Scott Dukette
Denmon Engineering of Texas
1101 Capital of Texas Highway South
Building E, Suite 230
Austin, Texas 78746

Reference: Chandler Road (Williamson County)
Aerial Mapping Services
SAM, Inc. Proposal No. P21000-40

Dear Scott Dukette:

The following is an outline of our schedule for this project. Please have a look at it and let me know if this will suit your schedule. If there are any questions concerning the information presented or if we can be of additional assistance, please feel free to contact me.

1. PROJECT SCHEDULE

- 1.1. Aerial photography will be captured as soon after panel layout and as weather permits. Film processing will require an additional week.
- 1.2. Film labeling and image scanning will require 2 weeks.
- 1.3. Digital Analytical Aerial triangulation will require 2 weeks after all ground control has been received.
- 1.4. Photogrammetric compilation and data editing will require 6 weeks after Aerial triangulation is complete.
- 1.5. Digital Ortho Photography will require 1 week.

The estimated completion dates are based on the timely completion of the preceding tasks.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Szarka", written over a horizontal line.

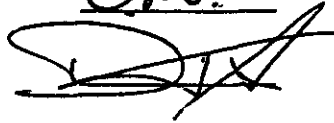
Dennis Szarka
Photogrammetrist/Project Manager
Surveying and Mapping, Inc.

C.M.

Supplement to Agreement
Between
Denmon Engineering of Texas
And
Surveying And Mapping, Inc.

The attached schedule is made part of this agreement. Surveying And Mapping, Inc. is aware of the \$100.00 per day damages clause in the prime agreement between Williamson County, Texas and Denmon Engineering of Texas. Surveying And Mapping, Inc. will not assume any responsibility for delays in the capturing of aerial photography due to adverse weather conditions or ground control that will not meet standards suitable to provide a sound solution for Aerial Triangulation.

Initials

CM.


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Contract No. _____

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EXHIBIT II

HOURLY RATES

1. Principal.....**\$135.00**
2. Senior Engineer.....**\$127.50**
3. Engineer.....**\$ 75.00**
4. Pre-Professional Engineer.....**\$ 67.50**
5. CAD/Technical.....**\$ 52.50**
6. Secretary/Clerical.....**\$ 45.00**
7. Expert Witness Testimony.....**\$200.00**

Contract No. _____

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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.

Contract No. _____

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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.

Contract No. _____

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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.

Contract No. _____

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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.

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.

Contract No. _____

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

Contract No. _____

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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 \$1,000,000.00 per occurrence and \$2,000,000.00 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 \$1,000,000.00 per occurrence and \$1,000,000.00 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 \$1,000,000.00.
- H. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

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

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

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

Contract No. _____

25 of 27 Pages

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

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)

02/20/01

PRODUCER
Thomas Farr & Reeves Agcy, Inc
 1010 North 9th. Street
 P.O. Box 2110
 Monroe LA 71207-2110

Phone No. **318-388-1472** Fax No.
 INSURED

Denmon Engineering of
Texas, Inc.
 1110 Capital Hwy S
 Bldg E, Suite 230
 Austin TX 78746

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.

COMPANIES AFFORDING COVERAGE

COMPANY
 A **American Central Insurance Co.**

COMPANY
 B **Valley Forge**

COMPANY
 C **Twin City Fire Ins. Co**

COMPANY
 D

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	QER742894	02/01/01	02/01/02	GENERAL AGGREGATE	\$ 2000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMPROP AGG	\$ 2000000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1000000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1000000
					FIRE DAMAGE (Any one fire)	\$ 100000
					MED EXP (Any one person)	\$ 5000
A	AUTOMOBILE LIABILITY	MEAF35024	02/01/01	02/01/02	COMBINED SINGLE LIMIT	\$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2024954931	04/01/00	04/01/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	EL EACH ACCIDENT				\$ 500000	
	EL DISEASE - POLICY LIMIT				\$ 500000	
	EL DISEASE - EA EMPLOYEE				\$ 500000	
C	OTHER Professional Liab Claims Made Form	KY0050212	09/22/00	09/22/01	Each Claim Aggregate	\$1000000 \$1000000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Reference: Williamson County Road Bond Program

CERTIFICATE HOLDER

WILLI-8

Williamson County Texas
 Williamson County Court House
 ATTN: Michael Weaver
 710 Main Street
 Georgetown TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jerry W. Thomas

ACORD CORPORATION 1985

FEB-21-2001 WED 05:18 PM WILLIAM GAMMON INS

FAX NO. 5124690443

P. 01

ACORD CERTIFICATE OF LIABILITY INSURANCEPOLICY ID: JW
CASUR-2DATE (MM/DD/YY)
02/21/01**PRODUCER**

William Gammon Insurance
1615 Guadalupe
Austin TX 78701
Phone: 512-477-6745

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

INSURERS AFFORDING COVERAGE**INSURED**

Capital Surveying Company, Inc
Cheryl Corona
1101 Capital of TX Hwy S, D#110
Austin TX 78746

INSURER A: Underwriters at Lloyd's London

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	EV970943	11/30/00	11/30/01	EACH OCCURRENCE \$ 100,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 100,000 PRODUCTS - COMPOF AGG \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WFT. STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

CERTIFICATE HOLDER

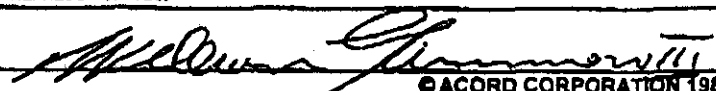
N ADDITIONAL INSURED; INSURER LETTER:

DENMON1

Denmon Engineering
Scott Dukotte
1101 Cap of Tx Hwy S #E 230
Austin TX 78746

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.



ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
02/21/2001

PRODUCER (512)453-0031 FAX (512)453-0041
 Consolidated Insurance Agency
 3108 North Lamar Boulevard
 Austin, TX 78705-2028

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

INSURERS AFFORDING COVERAGE

INSURED Murfee Engineering Co., Inc.
 Capital Surveying Co., Inc.
 1101 Capital of Texas Hwy S
 Bldg. D, Suite 110
 Austin, TX 78746

INSURER A: Transcontinental Ins Company
 INSURER B: Continental Casualty Company
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	1075142162	02/25/2001	02/25/2002	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMPROP AGG \$ 1,000,000
	GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	BUA1075142145	02/25/2001	02/25/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS LIABILITY	C1075142176	02/25/2001	02/25/2002	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
					\$
	DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1075142193	02/25/2001	02/25/2002	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Denmon Engineering
 Attn: Scott Dukette
 1101 Capital of TX Hwy South
 Bldg E, Suite 230
 Austin, TX 78746

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

E. Pincoffs/MBC

E. Pincoffs

ACORD. CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
02/19/01

PRODUCER
 USI Insurance Services of TX
 1946 South IH-35, Suite 301
 Austin, TX 78704
 512 443-0878

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

INSURERS AFFORDING COVERAGE

INSURED
 Surveying and Mapping, Inc.
 4029 S. Cap. of Tx Hwy, #12
 Austin, TX 78704

INSURER A: Design Professionals Ins. Co.
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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

INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
A	OTHER Professional Liability	PL517944	06/27/00	06/27/01	\$2,000,000 per claim \$2,000,000 annl aggr.

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

*except in the event of nonpayment

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

CERTIFICATE HOLDER**ADDITIONAL INSURED; INSURER LETTER****CANCELLATION**

Denmon Engineering
 Attn: Scott Dukette
 1101 Cap of TX Hwy B.E Ste. 230
 Austin, TX 78746

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

AUTHORIZED REPRESENTATIVE

James E. Janner

IMPORTANT

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

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

DISCLAIMER

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

ACORD CERTIFICATE OF LIABILITY INSURANCEEP ID JB
SURVE-1DATE (MM/DD/YY)
02/19/01

PRODUCER

Time Insurance Agency, Inc.
1507 South IH 35
Austin TX 78741
Phone: 512-447-7773 Fax: 512-440-0989

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

INSURERS AFFORDING COVERAGE

INSURED

Surveying And Mapping, Inc.
4029 Capital Of Texas Hwy So.
Suite #125
Austin TX 78704

INSURER A: ITT Hartford

INSURER B: American Indemnity

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	65UUNGQ8773	04/29/00	04/29/01	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
	<input checked="" type="checkbox"/> Contractual Liability				PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2000000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2000000
B	AUTOMOBILE LIABILITY	12015354	04/29/00	04/29/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS LIABILITY	65XHUGQ7680	04/29/00	04/29/01	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WBDQ2484	04/29/00	04/29/01	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

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

CERTIFICATE HOLDER

N

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Denmond
fax# 328-9791
1101 Capital of TX Hwy S
Bldg E Ste. 230
Austin TX 78746

DENMOND

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

John W. Schuler



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.

Precertified Firm Information

Page 1 of 1



Texas Department of Transportation

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[Other Sites](#)

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Precertified Firm Information

Listing of Precertified Firms - Sorted by Firm Name

TxDOT District Abbreviations and Names

Each provider and subprovider select the desired areas/locations in which they wish to do business with TxDOT. These areas could be statewide or selected TxDOT districts. These districts are:

ABL	Abilene	AMA	Amarillo	ATL	Atlanta	AUS	Austin
BMT	Beaumont	BWD	Brownwood	BRY	Bryan	CHS	Childress
CRP	Corpus Christi	DAL	Dallas	ELP	El Paso	FTW	Fort Worth
HOU	Houston	LRD	Laredo	LBB	Lubbock	LFK	Lufkin
ODA	Odessa	PAR	Paris	PHR	Pharr	SJT	San Angelo
SAT	San Antonio	TYL	Tyler	WAC	Waco	WFS	Wichita Falls
YKM	Yoakum						

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

Request for Taxpayer Identification Number and Certification

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

Please print or type

Name (See Specific Instructions on page 2.)
TERRY DENMON

Business name, if different from above. (See Specific Instructions on page 2.)
DENMON ENGINEERING OF TEXAS LLC

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)
1101 CAPITAL OF TEXAS HWY S, STE

City, state, and ZIP code
AUSTIN TX 78746

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
| | + | | | |

or

Employer identification number
71211414812319

List account number(s) here (optional)


Part II For U.S. 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, and
- I am a U.S. person (including a U.S. resident alien).

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

Sign Here Signature of U.S. person ▶  Date ▶ **12 March 2001**

Purpose of Form

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

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

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

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

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

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

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

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

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

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

Penalties

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

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

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

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

Form

W-9

(Rev. December 1996)

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

Please print or type

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

Surveying and Mapping, Inc

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

4029 Capital of TX Hwy So. #125Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

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

Requester's name and address (optional)

City, state, and ZIP code

AUSTIN TX 78704**Taxpayer Identification Number (TIN)**

List account number(s) here (optional)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Social security number

| | | | | | | |

OR

Employer identification number

742704974**For Payees Exempt From Backup
Withholding** (See the instructions
on page 2.)

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Certification

Under penalties of perjury, I certify that:

1. 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
2. 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 ▶

*Denise L...*Date ▶ 2/19/01

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.

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

Contract No. Haynie Consulting Inc CR368/CR369

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 — *previously provided for current contracts*
- ☐ Invoice for Services Rendered
 - ☐ Supporting Documentation
 - ☐ Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - ☐ Proof of prior payment by Engineer of Reimbursables

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 Haynie Consulting Inc. (*the "Engineer"*).

WHEREAS, *County* proposes to re-construct a approximately 14,500 feet of CR 368 and approximately 9,200 feet of CR 369;

WHEREAS, *County* desires to obtain professional services for Geo-technical testing, Design surveys, Engineering design and surveying service for right-of-way acquisition (*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 (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 150 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension

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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.

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

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- 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

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

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

Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. . The completeness of any engineering work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the 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.

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

Section VII Revision to Work Product

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

Section VIII Engineer's Responsibility and Liability

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

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- 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, 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.
- 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*.

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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*.

Section X Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Engineer* reasonable advance notice of intended audits.
- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years

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

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

Section XI Miscellaneous

- A. **Severability.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **Venue.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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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: Attn: Timothy E. Haynie, P.E.
Haynie Consulting, Inc.
1010 Provident Lane
Round Rock, Texas 78664-3276

COUNTY: Williamson County (or successor)
Attn: Frankie Limmer, Commissioner Precinct #4
412 Vance Street, Suite 213
Taylor, Texas 76574

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

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

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

and to: _____

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

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

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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 20TH day of MARCH, 2001.

THE ENGINEER:

WILLIAMSON COUNTY:

BY: 

BY:  3-20-01

Printed Name: Timothy E. Haynie
Judge

Williamson County

Title: President, Haynie Consulting, Inc.

Reviewed as to Form By: _____

County Attorney

Funds Verified By: _____

County Auditor

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EXHIBIT I - Addendum**Compensation on a Work-Order Basis.****Engineering and Surveying Fees**

Surveying Service for Right-of-Way acquisition shall be based on Actual Cost of Services Method, with a budget amount of Not-to-exceed fee to \$40,000 per Exhibit I and II. Engineering and Design surveys will be based on a Work-Order Basis for the following Lump Sum Amounts.

Work Order Basis Amounts:

1. Design Surveys	\$28,000.00
Design survey amount due upon completion of work.	
2. Engineering Design	\$84,000.00
Engineering paid out as follows:	
County submittal	\$40,000
Final plans ready for bid	\$20,000
Award of Construction Contract	\$15,000
Completion of Construction phase	\$ 9,000

Work-Order Basis is determined as a percentage of estimated construction per the following:

1. CR 368 approximately 9,000 feet of 20-ft re-construction	\$ 306,040
2. CR 368 approximately 5,500 feet of 24-ft re-construction	\$ 250,000
3. CR 369 approximately 9,200 feet of 24-ft re-construction	\$ 398,000
4. Subtotal	\$ 954,040
5. Bond and Insurance (+/- 2%)	\$ 19,960
6. Subtotal	\$ 974,000
7. Construction Contingency (15%)	\$ 146,000
8. Construction Subtotal	\$1,120,000
9. Design Surveys and Engineering Design (10%)	\$ 112,000
a. Survey 25%	\$28,000
b. Engineering 75%	\$84,000
10. Right-of-Way Acquisition (Survey)	\$ 40,000
11. Geotechnical Report	\$ 4,000
12. Project Total	\$1,276,000

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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 \$ 152,000.00. Shall include field survey and related field notes and sketches for right-of-way acquisition.
- 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

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ATTACHMENT A (con't.)

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

ENGINEER:

Haynie Consulting, Inc.By: 

Signature

Timothy E. Haynie

Printed Name

President

Title

03-12-01

Date

COUNTY:

Williamson County, Texas

By: 

Signature

John C. Doerfler

Printed Name

County Judge

Title

3-20-01

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
HOURLY RATES

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

HOURLY RATE SCHEDULE
(CURRENT 2001)

1.	REGISTERED PROFESSIONAL ENGINEER	\$110
2.	PROJECT REPRESENTATIVE AND LAND SURVEYOR	\$100
3.	LAND PLANNER	\$ 70
4.	FIELD REPRESENTATIVE*	\$ 70
5.	CADD DESIGN TECHNICIAN	\$ 70
6.	TECHNICAL WRITER	\$ 65
7.	CLERICAL & DELIVERY SERVICE	\$ 30
8.	2-MAN SURVEY CREW WITH TOTAL STATION AND DATA COLLECTOR*	\$ 95
9.	3-MAN SURVEY CREW WITH TOTAL STATION AND DATA COLLECTOR*	\$110
10.	3-MAN SURVEY CREW WITH GPS EQUIPMENT*	\$140
11.	REIMBURSEMENT FOR DIRECT NON-LABOR EXPENSE AND SUBCONTRACT EXPENSE- COST PLUS 20%	

*INCLUDES VEHICLE AND EQUIPMENT

3/20/2001

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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.

<u>Item</u>	<u>Description</u>	<u>Calendar Days</u>
<u>1.</u>	<u>Right of way Acquisition related work</u> <u>identify and provide County Commissioner with property</u> <u>owners list and related tax plat</u>	<u>30 days</u>
<u>2.</u>	<u>Design Surveys: As-building existing conditions</u>	<u>60 days</u>
<u>3.</u>	<u>Submit preliminary Engineering design to County</u> <u>Consultants for review</u>	<u>100 days</u>
<u>4.</u>	<u>Final Engineering plans & specifications ready for bidding</u>	<u>120 days</u>
<u>5.</u>	<u>Prepare legal description and sketches for right-of-way</u> <u>acquisition</u>	<u>150 days</u>

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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 be

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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 \$ 2,000,000 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 \$ 250,000 per occurrence / \$ 500,000 per aggregate _____.
- E. In the event **Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Engineer** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

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

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

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

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

APPENDIX A

SCOPE OF SERVICES

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

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

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

APPENDIX A

Scope of Services

1. Geo-tech services shall include: field testing and determination of existing road subgrade, base and pavements. Evaluate existing conditions and make recommendation for re-construction design for minimum of 15 year life.

2. Design Surveys: As built roadway, driveways, intersections, visually located utilities, drainage structures, etc.

Preliminary and Design Phase

3. Engineering Design: Plan and profiles (profile only sections to be changed), design widen roadway to be orchestrated into existing topography and intersecting features.

4. Right-of-Way Acquisition: Research property ownership adjacent to roadways subject to widening. Provide ownership list to County for notification. Survey roadway boundary property to determine take for right-of-way widening. Prepare legal description for property acquisition.

APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

Haynie Consulting, Inc. has been pre-qualified. If additional information or resubmittal is required, please request.

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
03/12/01**PRODUCER**

USI Insurance Services of TX
1946 South IH-35, Suite 301
Austin, TX 78704
512 443-0878

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

INSURERS AFFORDING COVERAGE**INSURED**

Haynie Consulting Inc and
T.E. Haynie & Associates
1010 Provident Lane
Round Rock, TX 78664

INSURER A: Agricultural Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADJ INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
A	OTHER Professional Liability	EDN3209355	05/08/00	05/08/01	\$250,000 per claim \$500,000 annl aggr.

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

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

CERTIFICATE HOLDER**ADDITIONAL INSURED/INSURER LETTER****CANCELLATION**

Williamson County
710 Main Street, Suite 303
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

James E. Summer

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
03/12/2001

PRODUCER (512)451-6551 FAX (512)454-0183
Central Insurance Agency, Inc.
6000 N. Lamar Blvd.
P. O. Box 15427
Austin, TX 78752

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

INSURERS AFFORDING COVERAGE

INSURED Haynie Consulting Inc.
Tim Haynie DBA
1010 Provident Lane
Round Rock, TX 78664

INSURER A: Valley Forge Insurance Co
INSURER B: Transcontinental Insurance Co
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	178116480	06/13/2000	06/13/2001	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
	EXCESS LIABILITY				AUTO ONLY: AGG \$
					EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC178109707	06/13/2000	06/13/2001	WC STATUTORY LIMITS \$
					EL EACH ACCIDENT \$ 100,000
					EL DISEASE - EA EMPLOYEE \$ 100,000
					EL DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate Holder is named as an additional insured.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

Williamson County
710 Main Street #303
Georgetown, TX 78626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Guy Shepperd

Contract No. PARMER NORTH - PBS & J**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

Contract No. _____

Notices (as applicable)

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

Documentation for Payment

- ☐ Internal Revenue Form W-9 — *on file - currently under contract to County*
- ☐ 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

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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 PBS&J (*the "Engineer"*).

WHEREAS, *County* proposes to construct an extension to Parmer Lane;

WHEREAS, *County* desires to obtain professional services for preliminary engineering, surveying and construction plans for Parmer Lane from SH29 to IH35 (*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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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: PBS&J
206 Wild Basin Road, Suite 300
Austin, Texas 78746
Attn: Mr. Keith Jackson, Vice President

COUNTY: Williamson County (or successor)

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

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this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.

- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *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

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County and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR 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 Florida 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.

3/20/2001

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EXECUTED this 20TH day of MARCH, 2001.

THE ENGINEER:

BY: 

Printed Name: Keith Jackson

Title: Vice President

WILLIAMSON COUNTY:

BY:  3-20-01

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 \$ 980,548.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 - WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in

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completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *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 \$ 980,548.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

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

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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 PBS&J (*the "Engineer"*).

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

Preliminary engineering and surveying services for Parmer Lane from SH29 to IH35, more fully described in Exhibit B attached hereto.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$980,548.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2001, 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:

PBS&J

By: 
SignatureKeith Jackson

Printed Name

Vice President


Title

March 14, 2001

Date

COUNTY:

Williamson County, Texas

By: 
SignatureJohn C. Doertler

Printed Name

County Judge

Title

3-20-01

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
HOURLY RATES

Classification	Hourly Rate
Principal	\$150.00
Project Manager	\$130.00
Sr Transportation Engineer	\$130.00
Sr Engineer	\$100.00
Design Engineer	\$85.00
Engineer	\$70.00
Sr Scientist/Sr Env Plnr	\$100.00
Scientist II/Env Plnr II	\$85.00
Scientist/Env Plnr	\$70.00
RPLS	\$95.00
Party Chief	\$55.00
3 Man Crew	\$125.00
CADD Designer/Operator	\$80.00
Clerical	\$60.00

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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.

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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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 VIEQUAL 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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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 \$2,000,000 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 \$1,000,000 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 or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. *Engineer* shall furnish *County* with a certification of coverage issued by the insurer. *Engineer* shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

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

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.

Scope of Services

Exhibit A

Parmer Lane**Contract No. XX****Limits: SH 29 to IH 35****WA# 1****Williamson County****PROJECT DESCRIPTION: Aerial surveying, environmental constraints mapping, and preliminary engineering for the extension of Parmer Lane****EXHIBIT A****Services to be provided by Williamson County****Williamson County will furnish to the Engineer the following items/information:****FC110 ROUTE AND DESIGN STUDIES**

1. Provide Roadway Design Criteria.
2. Host Design Concept Conference (DCC).
3. Coordinate meetings between Commissioners and/or County to discuss site specific alignment options.
4. Provide Geotechnical Report for pavement and bridge design.

FC120 SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

1. Coordinate meetings between individual landowners and Commissioners and/or County to discuss alignment.
2. Schedule, coordinate and conduct Public Meeting.
3. Schedule, coordinate and conduct presentation to Williamson County Commissioners.
4. Provide a full geologic and environmental assessment of the 1000' corridor (Steve Paulsen).
5. Evaluate the need for permits and develop a permitting strategy (COE, FEMA, Fish and Wildlife, TNRCC) with assistance from the Engineer.

FC130 RIGHT-OF-WAY & UTILITIES

1. Furnish a list of utility contact persons and copies of utility information gathered to date.
2. Assist Engineer in coordinating with utility companies (as needed).
3. Coordinate and resolve conflicts with landowners who refuse to give right of entry or are otherwise hostile with regards to PBS&J's ability to complete the scope of services.
4. Provide a standard letter to be used to send to utilities notifying them of the proposed project.

FC150 FIELD SURVEYING AND PHOTOGRAMMETRY

1. Furnish available horizontal control points.
2. Furnish available benchmark elevations and descriptions for vertical control.
3. Furnish listing of horizontal alignment coordinates for baseline control.
4. Provide draft of right of entry request letter.

FC161 DRAINAGE

1. Verify criteria for design of drainage improvements.
2. Provide any existing drainage studies on hydraulic data if available.

FC163 MISCELLANEOUS (ROADWAY)

1. Provide Landscape Architect for input on potential parks and trails locations.

FC180 BASIC SERVICE

1. Provide the Engineer with timely reviews and decisions at the milestone dates in order to meet the anticipated design schedule.

**Parmer Lane
Limits: SH 29 to IH 35
Williamson County**

**Contract No. XX
WA# 1**

PROJECT DESCRIPTION: Aerial surveying, environmental constraints mapping, and preliminary engineering for the extension of Parmer Lane

EXHIBIT B

Services to be provided by the Engineer

The Engineer shall provide the following engineering services required for the preparation of the aerial mapping, environmental constraints mapping and preliminary engineering and related documents for the above project.

FC110 ROUTE AND DESIGN STUDIES

1. Develop Design Criteria.
2. Conduct site visit (accessible areas)
3. Attend Design Concept Conference (DCC) and prepare the DCC forms (in an electronic format).
4. Prepare and develop typical section(s). May include section with closed drainage, section with open drainage, section with LCRA easement, 2 lane Phase 1 construction option, and 3 lane Phase 1 construction option.
5. Prepare constraints map(1"=1000'). Items to be included are:
 - a. Potential and known endangered species habitat (supplemented with information provided by Steve Paulsen)
 - b. Known karst features (supplemented with information provided by Steve Paulsen)
 - c. Residential/land use constraints
 - d. Previously mapped wetlands and waters of the U.S. (supplemented with information provided by Steve Paulsen)
 - e. Recorded cultural resource sites (per a file and literature search)
 - f. Identification of the 100-year floodplain
 - g. Identification of public lands adjacent to the project
 - h. Identification of 4(f) (public lands available for recreational use) and 6(f) lands (public lands purchased in whole or in part using federal funds from the Land and Water Conservation Fund)
6. Coordinate with County's environmental consultant (Steve Paulsen) to incorporate the environmental findings per an "on the ground" survey of the route by Steve Paulsen, into the constraints map. Steve Paulsen will provide a full geologic assessment of the 1000' corridor.
7. Develop DTM from digital aerial contour maps.
8. Evaluate the three preliminary alternative routes at the SH 29 intersection, including constraints and preliminary costs. Recommend a preferred alternative.
9. Develop final route location by identifying individual locations along the proposed preliminary route that may have site specific constraints associated with them. For each individual location, present a maximum of two possible conceptual routes. Meet with the County, the Road Program Bond Manager and the Commissioners as appropriate to determine the preferred site specific alternative. Costs for various site specific alternatives are not included in this scope of services. For purposes of this estimate, six (6) individual locations are estimated.

Scope of Services

Exhibit B

10. Obtain existing traffic data from TxDOT and from CAMPO.
11. Provide 24-hour traffic counts at three (3) proposed interchange locations (FM 3405, FM 2338 and SH 195).
12. Perform preliminary traffic study at three (3) proposed interchange locations (FM 3405, FM 2338 and SH 195).
13. Perform preliminary traffic study on Parmer/IH 35 interchange.
14. Prepare interchange layouts (IH 35, FM 3405, FM 2338 and SH 195).
15. Prepare preliminary cost estimate for the final alignment.
16. Develop schematic horizontal and vertical alignments for a final alignment.
17. Prepare schematic cross-sections and compute preliminary earthwork volumes.

FC120 SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

1. Provide technical assistance and prepare exhibits as required by the County.
2. Attend one (1) Public Meeting (LCRA).
3. Attend one (1) Public Meeting (Williamson County). Prepare meeting documentation to include attendance sheets and record of written and verbal comments.
4. Attend one (1) presentation to Williamson County Commissioners Court.
5. Attend meetings with individual landowners and/or commissioners and/or County (estimate 10). Perform a file and literature search for historic sites and summarize findings in a letter report. Per the client's request, PBS&J proposes to conduct a records and literature review utilizing the files and maps at the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission (THC) in order to identify known cultural resource sites within the project area as identified on the maps we receive. Using the files at TARL known cultural resources sites will be plotted on the 7.5 minute quadrangle maps. The files at the THC will be used to identify any listed or determined eligible for listing National Register of Historic Places (NRHP) or designated State Archeological Landmark (SAL) properties. These too will be plotted on the quadrangle maps
6. Prepare a letter to SHPO regarding our findings and notifying them of the proposed project and requesting them to comment on the project. Further research or site surveys and documentation is not part of this scope of services.
7. Assist the County in evaluating the needs for permits and assist in determine a permitting strategy (COE, FEMA, Fish and Wildlife, TNRCC).

FC130 RIGHT-OF-WAY DATA

1. Secure photogrammetry estimates and GPS control diagram.
2. Secure tax plats, subdivision plats and all deeds to parcels affected.
3. Research and plot franchise utility records. "One Call" will NOT be part of this scope.
4. Prepare deed study and plots.
5. Determine right of way requirements and acreage.
6. Send a notification of project letter and project schematic to area utilities. Standard letter to be used will be provided by the County.

FC150 FIELD SURVEYING AND PHOTOGRAMMETRY – PBS&J

1. Coordinate with right of way acquisition/negotiation firm.
2. Secure right of entry through certified mail. The Williamson County Road Bond Program Manager will handle problems regarding landowners that refuse to give right-of-entry or are otherwise hostile with respect to the completion of this scope of services.
3. Retrieve USGS, NSG and other control information for survey control network.
4. Set panels for photo control and do GPS observations.
5. Stake preliminary alignment for use by County's environmental consultant to walk the line, for PBS&J's drainage engineer to perform a site visit and for PBS&J's traffic engineer to locate approximate locations of intersections for traffic study. Alignment will be staked once using the preliminary alignment provided by Williamson County. Any additional survey required to accommodate adjustments to alignment determined after environmental constraints and other constraints have been determined will be additional services.
6. Survey geotechnical bore locations. (232 bores assumed, based on a 500' spacing).
7. Coordinate with Aerial Subconsultant.
8. Coordinate with survey subconsultant.

Survey Scope is based upon:

1. G.P.S. Primary Control
 - A. PBS&J will set and collect data on GPS control monuments according to control diagrams supplied by the photogrammetrist. Monuments will be located so as to maximize the chance of the control surviving throughout the life of the project. PBS&J will utilize existing benchmarks in the project area to establish the vertical datum based on NGVD 88.
 - B. Horizontal coordinates will be established based upon the Texas State Plane Coordinate System (NAD 83 (93) HARN).
2. Aerial Panel – Secondary Control
 - A. PBS&J will set centerline and wing panels to control the aerial photography for this project. The panels will be set in accordance to flight needs identified by the photogrammetrist..
 - B. PBS&J will establish horizontal and vertical control on the panels as needed for the aero triangulation and the topographic surveys associated with this scope of services. This network will be adjusted to the primary GPS project control outlined above.
 - C. PBS&J will check one (1) time all aerial panels on or prior to the day of flying so as to maximize the chance of obtaining successful photography.

FC150 FIELD SURVEYING AND PHOTOGRAMMETRY – AERIAL SUBCONSULTANT

See attached scope for Aerial Subconsultant.

FC161 DRAINAGE

1. Data Collection and Existing Report Evaluation
 - A. Perform research to collect available information regarding existing drainage patterns and systems within and adjacent to the project area, including existing drainage area maps, contour maps, and drainage system plans.
 - B. Conduct an on-site investigation of the project.
2. Hydraulic Study
 - A. Hydraulic computations will be completed for proposed culverts and drainage outfall channels.

- B. Computations shall include a check for the required year design frequency.
 - C. Hydraulic computations for this project include the use of hydraulic computer programs such as Texas Hydraulic System (THYSYS), HEC-RAS, Winstorm, Federal Highway Administration Hydraulic Engineering Circulars, and other TxDOT Hydraulic Section Publications. Performance of this study shall be in accordance with the procedures outlined in the TxDOT Hydraulic Manual and the new SW3P guidelines.
3. Drainage Area Maps
- A. Major drainage areas will be identified and hydrologic information will be calculated from existing drainage area and U.S.G.S. maps of the area.
 - B. A 1"=1000' drainage area map will be created from this information, including culvert locations and runoff computations.
 - C. The information gathered and calculated will be presented to the County in hydrology and hydraulic report form.
 - D. The need and preliminary locations of Storm Water Detention and Water Quality Facilities will be evaluated and identified on the plans. Preliminary locations will be coordinated with TNRCC.

FC163 MISCELLANEOUS (ROADWAY)

- 1. Prepare preliminary construction sequencing at SH29/Parmer intersection.
- 2. Prepare preliminary construction sequencing at segment of Parmer Lane located from approximately 1000' west of IH 35 interchange to IH 35 (on existing road).
- 3. Prepare weekly status reports.
- 4. Prepare construction cost estimates at project milestones (50%, 100%).
- 5. Prepare submittals for project milestones (50%, 100%).
- 6. Coordinate with Road Bond Program Manager.
- 7. Coordinate with TxDOT, local municipal agencies, utility companies, and sub-consultants.
- 8. Coordinate with LCRA regarding shared right of way.
- 9. Coordinate with Geotechnical Engineer regarding soil core locations, survey ties to soil cores and interpretation of geotechnical data.
- 10. Coordinate with the County's landscape architect regarding parks and trails.
- 11. Incorporate input from landscape architects regarding parks and trails into schematic drawing.
- 12. Prepare Alternatives Preliminary Cost Study for (1) entire route constructed with 2 lanes; (2) entire route constructed with 3 lanes; (3) SH29 to FM3405 constructed with 2 lanes; (4) SH29 to FM 3405 constructed with 3 lanes. Report to be submitted with 100% submittal.
- 13. Prepare for, attend and prepare minutes of meetings.
- 14. Prepare invoices, including progress report and backup.

DELIVERABLES**50% SUBMITTAL**

1. Scroll drawing of constraints map.
2. Scroll drawing of horizontal and vertical alignment.
3. Preliminary drainage area map.
4. Preliminary deed plot.
5. Preliminary traffic study for four (4) proposed interchange location (US 29, FM 3405, FM 2338 and SH 195).
6. Preliminary traffic study for Parmer Lane/IH 35 interchange.
7. Preliminary interchange layouts (full diamond) for four (4) proposed interchange location (US 29, FM 3405, FM 2338 and SH 195).
8. Preliminary interchange (full diamond) layouts for Parmer Lane/IH 35 interchange.
9. Preliminary cost estimate.
10. Geotechnical report (provided by County).
11. Environmental report (provided by County).

100% SUBMITTAL

1. Horizontal and vertical alignment schematic scroll drawing.
2. Electronic files of Microstation scroll drawing and GEOPAC files.
3. Preliminary Engineering report, including hydraulic report, preliminary cost estimates, geotechnical report (provided by County) and environmental report (provided by County).
4. Preliminary Right of Way maps identifying property owners and potential takings.
5. Traffic study for four (4) proposed interchange (full diamond) location (US 29, FM 3405, FM 2338 and SH 195).
6. Traffic study for Parmer Lane/IH 35 interchange (full diamond).
7. Final schematic interchange (full diamond) layouts for four (4) proposed intersection location (US 29, FM 3405, FM 2338 and SH 195).
8. Final schematic interchange (full diamond) layouts for Parmer Lane/IH 35 interchange.
9. Alternatives Preliminary Cost Study

EXCULSIONS

1. A FONSI is not part of this Scope of Services.
2. Survey of the geologic features found by the County's environmental consultant are not a part of this Scope of Services.
3. Preparation and submittal of permits is not a part of this Scope of Services (COE, FEMA, Fish and Wildlife, TNRCC).

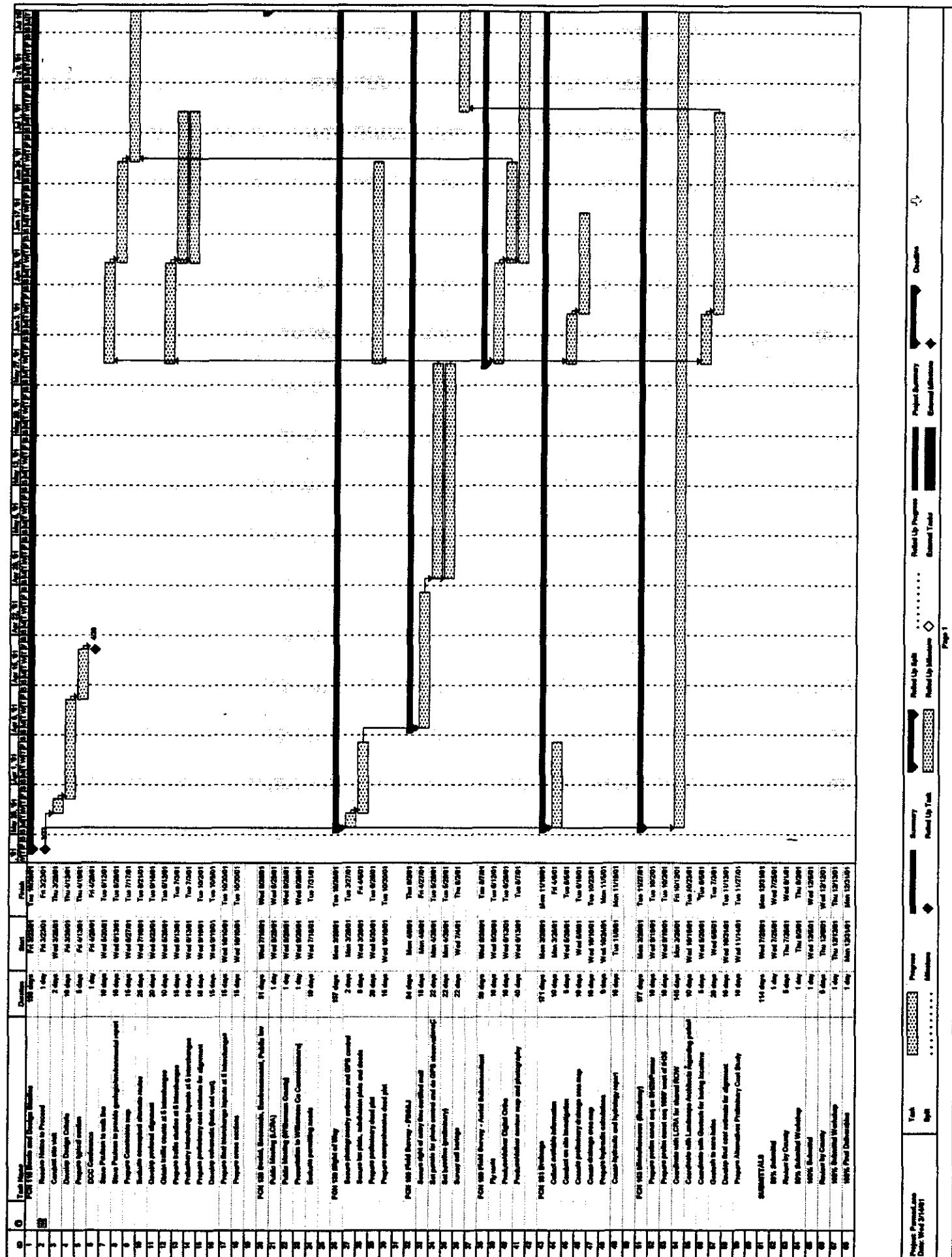


EXHIBIT C

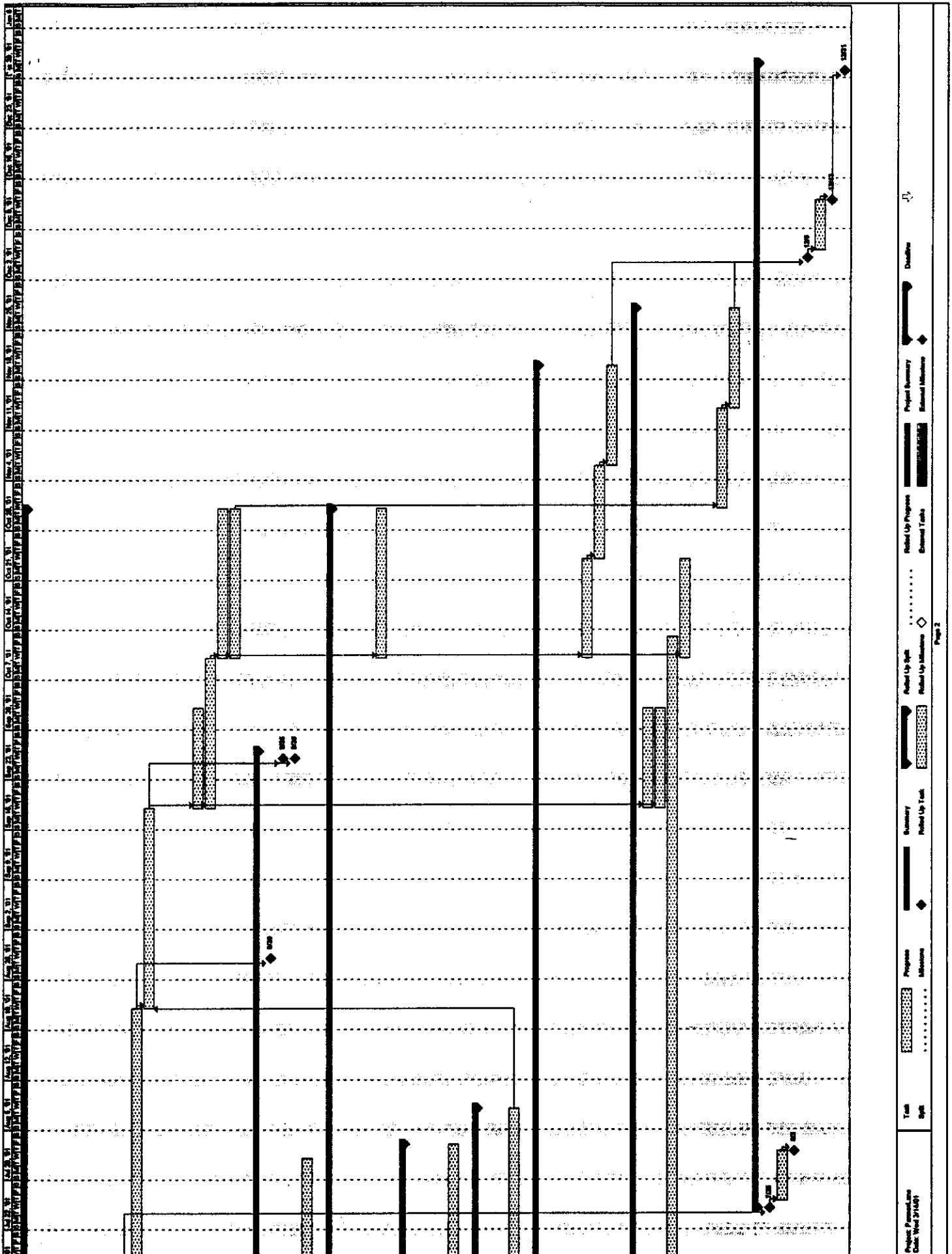


EXHIBIT C

EXHIBIT D
Fee Summary
Parmer Lane Extension
SH 29 to IH 35
Work Authorization No. 1

LABOR

Classification	Hours	Hourly Rate	Labor
Principal	152	\$150.00	\$22,800.00
Project Manager	1,010	\$130.00	\$131,300.00
Sr Transportation Engineer	694	\$130.00	\$90,220.00
Sr Engineer	892	\$100.00	\$89,200.00
Design Engineer	564	\$85.00	\$47,940.00
Engineer	929	\$70.00	\$65,030.00
Sr Scientist/Sr EnvPlnr	208	\$100.00	\$20,800.00
Scientist II/Env Plnr II	76	\$85.00	\$6,460.00
Scientist/Env Plnr	48	\$70.00	\$3,360.00
RPLS	428	\$95.00	\$40,660.00
Party Chief	384	\$55.00	\$21,120.00
3 Man Crew	1,027	\$125.00	\$128,375.00
CADD Designer/Operator	1,817	\$80.00	\$145,360.00
Clerical	300	\$60.00	\$18,000.00
Total Labor	8,529		\$830,625.00
PBS&J Expenses			\$33,480.85
PBS&J Total Fee			\$864,105.85
SUBCONSULTANTS			
Aerial Mapping			\$116,442.00
Subtotal Subconsultants			\$116,442.00
Project Total Fee			\$980,548.00

**ADDENDUM NO. 1
ATTACHMENT A2-1
SERVICES TO BE PROVIDED BY THE ENGINEER**

PROJECT:	Cedar Breaks Road
COUNTY:	Williamson
PRECINCT:	4 (David Hays – Commissioner)
LIMITS:	
FROM:	South End of Original Limits (approx. 10+00.00)
TO:	SH 29
LENGTH:	8,164 ft (1.55 miles)

This addendum covers engineering, surveying, and geotechnical services for extending the limits of the existing contract as shown above. The work involves reconstructing the existing D.B. Wood Road to be 44 feet of total pavement. Pavement will be striped to reflect the following desired sections:

- 2-lane undivided with 10 foot shoulders from the south end of the original limits (approx. 10+00.00) to Mason Ranch Drive
- 2-lane divided with a 12 foot continuous left turn lane and 4 foot shoulders from Mason Ranch Drive to SH 29

The existing bridge over the Middle Fork of the San Gabriel will not be widened as directed by the County.

The Engineer will perform preliminary engineering to develop design criteria and typical sections and identify necessary Texas Department of Transportation (TxDOT) standards to be used for the project.

The detailed design will proceed immediately after approval of the preliminary engineering by the Road Bond Manager and a Notice to Proceed is issued.

The following is a summary of the tasks required to complete the project. These tasks are replicated in the fee estimate:

Task 1: Preliminary Engineering

- A. Geometric design criteria
- B. Rough schematic
- C. Preliminary construction cost estimates
- D. Preliminary ROW requirements
- E. Digital terrain model (DTM)
- F. Identify applicable TxDOT design guidelines, standards, & specifications

EXHIBIT D
PBS&J Function Code Summary
Parmer Lane Extension
SH 29 to IH 103
Work Authorization No. 1

LABOR

Function Code	Hours	Total Cost
110	2,627	\$231,130.00
120	628	\$66,300.00
130	496	\$44,980.00
150 PBSJ	2,300	\$227,515.00
150 Aerial Sub	0	\$0.00
161	514	\$50,740.00
163	1,964	\$209,960.00
Totals	8,529	\$830,625.00

PBS&J Expenses \$33,480.85

PBS&J Total Fee \$864,105.85

SUBCONSULTANTS

Aerial Mapping \$116,442.00

Subtotal Subconsultants \$116,442.00

Project Total Fee **\$980,548**

EXHIBIT D
PBS&J Man-Hours
Palmer Lane Extension
SH 29 to IH 35
Work Authorization No. 1

		MANAGEMENT		ENGINEERING				ENVIRONMENTAL				SURVEY			SUPPORT		Hours
		Principal	PM	Sr Transp Eng	Sr Eng	Design Engr	Engr	Sr Scient St/EnvPlnr	Scient EnvPlnr	Scient EnvPlr	RPLS	Party Chief	3 Man Surv Crew	CAOO Tech	Clerical		
110	Route and Design Studies																
	1. Develop Geometric Design Criteria		14	4		16											26
	2. Conduct site visit (accessible areas)		16	16	16	16											64
	3. Attend DCC/Prepares forms		8	8	8											4	28
	4. Typical Sections		4	4	12		16										48
	5. Prepare Constraints Map		8	4	16												210
	6. Coordinate with County's Environmental Consultant	2	2	8	24												50
	7. Develop DTM from digital aerial contour maps	2	16														154
	8. Evaluate 3 prelim routes at SH28. Recommend preferred alternative		12	12	80	80	80										304
	9. Develop final route for Palmer Lane	4	48	48	80	80	80										480
	10. Obtain existing traffic data from TxDOT and CAMPO	2	2	2	0	8	0									2	14
	11. Provide 24-hour counts at 3 intersections(FM3405 FM2338 SH195)	2	2	2	2	4	30										36
	12. Perform traffic study at 3 intersections (FM3405 FM2338 SH195)	4	4	18	36	75										8	141
	13. Perform traffic study at IH35/Palmer interchange	4	4	16	24	48										4	96
	14. Prepare interchange layouts (4)	4	4	20	32											96	156
	15. Prepare Preliminary Cost Estimate for final alignment	4	4	8	16												28
	16. Develop schematic horizontal and vertical alignment for final alignment	4	4	12	32	80	120									160	408
	17. Prepare cross sections and calculate earthwork volumes	2	2	8	40		120									60	230
	18. Perform QA/QC	8	16	20	40												92
																	0
	Subtotal	16	160	154	420	376	648	36	40	48	32	0	0	672	32		2,637
120	Social, Economic, Environmental Studies, Public Involvement																
	1. Provide technical assistance and prepare exhibits		4	16	16		40									88	176
	2. Attend one public meeting (LCRA)		8	8	8											4	40
	3. Attend one public meeting (Williamson County)		8	12	8											4	46
	4. Attend one presentation to Commissioners Court		8	8	8											4	40
	5. Attend meetings with landowners and County/Commissioners(10)		16	40	12											4	140
	6. Perform file and literature search for historic sites		2													4	42
	7. Prepare letter to SHPO		2														16
	8. Evaluate need for permits. Develop Permitting strategy		4	16													72
	9. Perform QA/QC		8	8	12	16											82
			52	100	92	44	0	40									0
	Subtotal		0	0	0	0	40	132	36	8	0	0	0	104	28		628
130	Right of Way																
	1. Secure photogrammetry estimates and GPS control diagram		2													8	26
	2. Secure tax plats, subdivision plats and all deeds to parcels affected		2													36	50
	3. Research and plot franchise utility records		8	8	16											120	192
	4. Prepare deed study and plots		2													80	102
	5. Determine right of way requirements and acreage		8	8	24											16	46
	6. Send notification of project letter and plan to utilities		4	4													

EXHIBIT D
PBS&J Man-Hours
Parmer Lane Extension
SH 29 to IH 35
Work Authorization No. 1

	Std Sheets	New Sheets	MANAGEMENT			ENGINEERING			ENVIRONMENTAL			SURVEY			SUPPORT		Hours
			Principal	PM	Sr Transp Eng	Sr Eng	Design Engr	Engr	Sr Scient Sr EnvPir	Scient II EnvPir	Scient EnvPir	RPLS	Party Chief	3 Man Surv Crew	CADD Tech	Clerical	
7. Perform QA/QC			2	2	2							16			12	4	38
																	0
Subtotal	0	0	2	2	22	40	0	0	0	0	0	140	0	0	252	12	496
Field Surveying and Photogrammetry (PBS&J)																	
1. Coordinate with right-of-way acquisition/negotiation firm				8								40	16		8	16	88
2. Secure right-of-entry through certified mail				2								40			4	40	86
3. Retrieve USGS, NGS and other control info for survey control network				2								2				8	12
4. Set points for photo control and do GPS observations				2								40	180	400	135		765
5. Stake Preliminary Alignment				4	8							60	80	415	200		767
6. Survey geotechnical bore locations (232 assumed)				2	4							6	20	200	24		256
7. Coordinate with survey subconsultant				8	8							40	80		80		216
8. Coordinate with Aerial Subconsultant				8	8							12				8	36
9. Perform QA/QC			2	4	8	8						16	8	12	16		74
																	0
																	0
																	0
Subtotal	0	0	2	40	44	8	0	0	0	0	0	256	384	1,027	487	72	2,300
Field Surveying and Photogrammetry-Aerial Subconsultant																	
																	0
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage																	
1A. Collect available information, including drainage area maps, contour maps, drainage system plans				10	20												40
1B. Conduct on site investigation of the project				16	16			8	8								0
2A. Hydraulic computations for proposed culverts and drainage outfalls				8	8			20	20								48
2B. Check for 100-yr design frequency, including grass and riprap ditches				2	16			10	10								56
3A. Identify major drainage areas and calculate hydrologic data.				2	8			10	10								38
3B. Create 1" = 1000' drainage area map				8	20			30	30								30
3C. Create hydrology and hydraulic report				8	10			20	40						40		118
3D. Determine need for storm water detention and water quality facilities and identify on the plans				8				20	20						10		88
4. Final QA/QC			8	20	20												0
																	0
Subtotal	0	0	8	82	118	0	198	148	0	0	0	0	0	0	50	0	514
Intersections (PBS&J)																	
1. Prepare prelim construction sequencing on SH29/Parmer Intersection				8	8			40							24		96
2. Prepare prelim construction sequencing on 1000' west of IH35				8	8			32	80						40		156
3. Prepare weekly status report (40)				60												52	112

EXHIBIT D
PBS&J Man-Hours
Parmer Lane Extension
\$H 29 to IH 35
Work Authorization No. 1

	Std Sheets	New Sheets	MANAGEMENT		ENGINEERING			ENVIRONMENTAL				SURVEY			SUPPORT		Hours
			Principal	PM	Sr Transp Eng	Sr Eng	Design Engr	Engr	Sr Scientist Sr EnvPir	Scientist EnvPir	Scientist EnvPir	RPLS	Party Chief	3 Man Surv Crew	CADD Tech	Clerical	
4. Prepare construction cost estimates at project milestones (50%, 100%)			4	4	12	16										4	40
5. Prepare submittals at project milestones (50%, 100%)			4	16	8	24		32							48	8	140
6. Coordinate with Road Bond Program Manager(45wks)			8	120	80	60										40	288
7. Coordinate with TxDOT, local municipal agencies, utility companies, subs			16	80	40	80										10	228
8. Coordinate with LORA regarding shared right of way			16	60	20												96
9. Coordinate with Geotechnical Engineer				16	8												24
10. Coordinate with Landscape Architect				16	8												24
11. Incorporate input from Landscape Architect regarding parts into schematic				4	8	24	40								160		236
12. Prepare Alternatives Cost Study				8	12	24											44
13. Prepare for, attend and prepare minutes of meetings (20)			16	120	24	24			40							40	264
14. Prepare invoices (10)				40	0											10	50
15. Final QA/QC			8	40	40	80											188
Subtotal	8	0	72	600	264	380	80	92	40	0	0	0	0	0	272	164	1964
TOTAL PROJECT	8	0	132	1,916	694	892	564	928	208	76	48	428	384	1,827	1,817	308	8,528

EXHIBIT D
Expenses
Parmer Lane Extension
SH 29 to IH 35
Work Authorization No. 1

Direct Cost	Unit	Quantity	Unit Price	Total
CD-ROM	Each	5	\$35.00	\$175.00
CADD Machine Time	Hour	1,090	\$10.00	\$10,902.00
G.P.S RTK System	Day	52	\$400.00	\$20,800.00
Overnight express deliveries	Each	10	\$15.00	\$150.00
Hot shot deliveries (2 hour service)	Each	20	\$17.50	\$350.00
Mileage (35 trips @ 75 miles round trip)	Mile	2,625	\$0.33	\$866.25
Mileage (2 trips @ 360 miles round trip)	Mile	720	\$0.33	\$237.60
Total				\$33,480.85

CERTIFICATE OF INSURANCE

 ISSUE DATE (MM/DD/YY)
 3/05/01


PRODUCER Collinsworth, Alter, Nielson, Fowler & Dowling, Inc. (WMC/DIA) 5979 NW 151 Street, Suite 105 Miami Lakes, FL 33014	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 <div style="text-align: center;">COMPANIES AFFORDING COVERAGE</div> <table style="width: 100%;"> <tr> <td style="width: 15%;">COMPANY LETTER</td> <td>A Continental Casualty Co.</td> </tr> <tr> <td>COMPANY LETTER</td> <td>B National Union Fire Ins. Co.</td> </tr> <tr> <td>COMPANY LETTER</td> <td>C Lloyds of London</td> </tr> <tr> <td>COMPANY LETTER</td> <td>D</td> </tr> <tr> <td>COMPANY LETTER</td> <td>E</td> </tr> </table>	COMPANY LETTER	A Continental Casualty Co.	COMPANY LETTER	B National Union Fire Ins. Co.	COMPANY LETTER	C Lloyds of London	COMPANY LETTER	D	COMPANY LETTER	E
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COMPANY LETTER	B National Union Fire Ins. Co.										
COMPANY LETTER	C Lloyds of London										
COMPANY LETTER	D										
COMPANY LETTER	E										
INSURED Post, Buckley, Schuh & Jernigan, Inc. d/b/a PBS&J 2001 NW 107 Avenue Miami FL 33172											

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GL194264873	6/30/00	9/30/01	GENERAL AGGREGATE	2000000
	<input checked="" type="checkbox"/> COMM. GENERAL LIABILITY				PROD-COMP/OP AGG.	2000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCC.				PERS. & ADV. INJURY	1000000
	<input type="checkbox"/> OWNER'S & CONTRACT'S PROT				EACH OCCURRENCE	1000000
					FIRE DAMAGE(One Fire)	100000
					MED. EXP. (One Per)	25000
A	AUTOMOBILE LIABILITY	BUA1942648	6/30/00	9/30/01	COMBINED SINGLE LIMIT	1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per #incident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
B	EXCESS LIABILITY	BE7391080	6/30/00	9/30/01	EACH OCCURRENCE	10000000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	10000000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
A	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WC194264811	6/30/00	9/30/01	STATUTORY LIMITS	
					EACH ACCIDENT	1000000
					DISEASE-POLICY LIMIT	1000000
					DISEASE-EACH EMP.	1000000
C	OTHER Professional / Pollution Liab. claims-made form	P42399	9/30/99	9/30/02	\$1,000,000 limits each claim / annual aggregate	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 RE: Farmer Road. Williamson County is named as an additional insured
 on the general liability, excluding professional services. Issuing
 companies will provide 10 days written notice of cancellation or
 material reduction of coverage / limits (to the certificate holder).

CERTIFICATE HOLDER Williamson County Williamson County Courthouse 70 Main, Second Floor Georgetown, TX 78626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT