

AGENDA ITEM 36

Consider declaring an emergency and approving a budget amendment from cash ending balance for:
0100-0570-003314 Care of Prisoners \$300,000.00

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To declare an emergency and to approve a budget amendment from cash ending balance for:
0100-0570-003314 Care of Prisoners \$300,000.00

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

AGENDA ITEM 37

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

County Attorney Gene Taylor requested that this item be taken into consideration in Executive Session.

No action was taken on this agenda item.

AGENDA ITEM 38

Consider approving contract with Turner Collie & Braden, Inc. for Parmer Lane from FM 1431 to SH 29.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve contract with Turner Collie & Braden, Inc. for Parmer Lane from FM 1431 to SH 29.

Vote: **5 - 0**

< Attachment >

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Contract No. Pamela Lane TCB

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 Turner Collie & Braden Inc. (*the "Engineer"*).

WHEREAS, *County* proposes to construct Parmer Lane from FM 1431 to SH 29;

WHEREAS, *County* desires to obtain professional services for roadway planning and design (*the "Project"*);

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

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

Section I
Employment of the Engineer

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

Section II
Basic Services of the Engineer

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

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- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:
 - i) The 1998 reprint of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways
 - ii) The September 31, 1998, Federal Highway Administration (FHWA) Mandate from the National Cooperative Highway Research Program (NCHRP), Report 350
 - b. Texas Department of Transportation Construction Manual
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
 - j. National Electrical Code (most current version)
 - k. Williamson County Bond Program Standard Procedures Manual
 - l. TxDOT Bridge Division Foundation Manual
 3. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 4. The detailed Scope of Services for the **Project** is set forth herein as Exhibit B in 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 Exhibit B 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 758 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached

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

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

Section VI Review of Work Product

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

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

Section VII Revision to Work Product

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

Section VIII Engineer's Responsibility and Liability

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

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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.

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.

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- 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: Turner Collie & Braden Inc.
400 W. 15th Street, Suite 500
Austin, Texas 78701
Attn: Robert Cuellar, P.E.

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

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

- 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.

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- 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 REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- N. **Captions Not a Part Hereof.** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

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- 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 professional engineering consulting firm, 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 17th day of APRIL, 2001.

THE ENGINEER:

BY: _____

Printed Name: Robert Cuellar, P.E.

Title: Senior Vice President

WILLIAMSON COUNTY:

BY: _____

John C. Doerfler
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 \$ 1,140,871.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 - WORK AUTHORIZATIONS

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

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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 \$ 1,140,871, 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 Turner Collie & Braden Inc. (*the "Engineer"*).

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

Preliminary and Final design services for Parmer Lane from FM 1431 to SH 29.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$1,140,871.

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 758 calendar days after notice to proceed, 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:
Turner Collie & Braden Inc.By: Robert Cuellar
SignatureRobert Cuellar, P.E.
Printed NameSenior Vice President
TitleApril 3, 2001
DateCOUNTY:
Williamson County, TexasBy: John C. Doertler
SignatureJohn C. Doertler
Printed NameCounty Judge
Title4-17-01
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. Project Manager.....\$ 164.00
2. Senior Project Engineer.....\$ 142.00
3. Engineer.....\$ 90.00
4. Sr. CAD Technician.....\$ 73.00
5. CAD Technician.....\$ 54.00
6. Administrative.....\$ 45.00
7. Expert Witness Testimony.....\$ 164.00

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

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EXHIBIT IV**PRODUCTION SCHEDULE**

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

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

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EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**

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

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

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

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

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

1. In the event that **Engineer** exercises such right to terminate, within thirty (30) days after receipt by **County** of **Engineer's** Notice of Termination, **Engineer** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to **County** as a pre-condition to final payment. Upon the above conditions being met, **County** shall pay **Engineer** for approved services actually performed under this Agreement, less previous payments.
3. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.

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EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

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

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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.

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 \$ 2,000,000 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 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.

WILLIAMSON COUNTY, TEXAS

**PARMER LANE:
FM 1431 TO SH 29**

EXHIBIT A

SERVICES TO BE PROVIDED BY WILLIAMSON COUNTY

1. County shall provide choose the horizontal alignment of the proposed Parmer Lane and shall furnish the Engineer with a mathematical description of the selected alignment.
2. County shall provide all surveying and mapping required for the project including topographic mapping and a digital terrain model (DTM) in Microstation format.
3. County shall provide all right of way surveys and data including right of way maps, parcel descriptions and ownership data.
4. County shall conduct all public meeting activities.
5. County shall provide all required permits.

WILLIAMSON COUNTY, TEXAS**PARMER LANE:
FM 1431 TO SH 29****EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER****PRELIMINARY ENGINEERING
TASK OUTLINE
Phase 1****ROUTE AND DESIGN STUDIES****I. ROADWAY DESIGN CONTROLS****A. Preparing the Roadway Schematic**

1. The ENGINEER will calculate and show all horizontal and vertical alignments for the subject roadway and for all cross road and street realignments. The horizontal alignment will follow the right-of-way corridor furnished by the County as stated in Exhibit A – Services to be Provided by the County. The horizontal alignment will show bearings in the tangent sections and complete curve data including delta angles, PI stations, tangent lengths, length of curve, and radii. The horizontal geometrics will show the center-line, edge of pavement, striping, lane widths, shoulder widths, location and widths of median openings, pavement cross slopes, superelevations with transitions, direction of traffic flow, and layouts for all speed change lanes. The vertical alignment will show existing and proposed centerline elevations at 100 foot intervals and with vertical curve PVI stations, curve lengths, design speeds, "K" values, and tangent grades. Roadway geometry will be based on the criteria and requirements set forth in Part IV of the Texas Department of Transportation's (State's) OPERATIONS AND PROCEDURES MANUAL. The schematic will be prepared in English units within the Microstation CADD environment.
2. Right-of-way requirements, in addition to the proposed 200 feet, will be determined by projecting anticipated cut and fill slopes to intersect natural ground with a 10 foot berm between the toe of slope or top of cut and the right-of-way line. These right-of way limits will be shown on the schematic layout. The ENGINEER will use the computer based roadway geometry model known as GEOPAK to assist in determination of right-of-way requirements and to determine the approximate amount of excavation and embankment required for

the project. The earthwork data provided is not intended to be of sufficient detail to provide the final earthwork design for the project.

3. The ENGINEER will show typical sections on the schematic drawing using sections approved by the COUNTY. Typical sections for reworking crossroads will also be developed by the ENGINEER and shown on the schematic. All signs shall be in conformance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
4. The ENGINEER will determine a preliminary length and size for the bridge crossing the FEMA 100-year floodplain at the South Fork of the San Gabriel River. This will include preliminary locations for columns and foundations.
5. The ENGINEER shall submit four (4) print copies of the schematic roll(s) and an updated construction cost estimate for review. After review by the COUNTY, the ENGINEER shall be notified of any findings and will be required to correct and/or clarify matters noted during the review process and submit corrected schematic back to the COUNTY. The ENGINEER shall provide to the COUNTY, as a final product, one mylar copy of the schematic and two (2) black and white paper copies of the schematic. The final schematic shall also be provided in a digitized format.

II. GEOTECHNICAL SERVICES

A. Field Investigation

1. Nondestructive Deflection Testing – The deflection test program will be to determine the structural response characteristics of underlying subgrade materials and correlate with geotechnical test results on the portions of the project for which deflection testing cannot be accomplished. The deflection testing program will be performed in accordance with ASTM test standard D 4694 (Standard Test Method for Deflections with a Falling Weight-Type Impulse Load Device) and D 4695 (Standard Guide for General Pavement Deflection Measurements). The type of testing to be conducted will be a Type 2 program (for pavement design).

Deflections will be measured in each lane at a spacing of roughly 250 feet to provide a complete overview of those locations of existing pavement structure (roughly half of the 4 miles or 80 test points). This testing pattern will provide sufficient coverage of this project to evaluate, not only the structural properties, but variability along the pavement's length.

These data will also be used to develop critical inputs for execution of the pavement design tools or programs developed for the Texas Department of Transportation, computer program FPS-19. Results from the deflection testing program will also be used to locate specific areas to be sampled. Borings and

associated testing will be conducted to provide essential soil properties in the design process.

Boring locations will be selected based on the structural response of existing pavement and areas visibly different in type or distress. The use of these deflection tests ensures that the different areas (weak and strong) are sampled to recover materials for laboratory testing and characterization. In fact, this is a significant advantage of deflection testing (i.e., to optimize the amount and location of destructive sampling and testing).

2. **Pavement Materials Sampling** – Identify the locations for all borings based on the results of the deflection test program and review of mapped geologic formations within the project. Any seepage of water in the underlying pavement and soil layers during the materials sampling program will be identified and noted.
3. **Borings** – Based on available geologic information, the site is underlain by limestone of the Edwards and Comanche Peak Formations. A total of 10 pavement borings to 5 feet each (or to top of limestone if less than 5 feet), 2 borings on each bank at the potential bridge locations and 2 at the grade separation will be drilled. The bridge and grade separation borings will be drilled to a depth of 50 feet each. Total drilling footage will be about 550 feet. Borings will be drilled in the R.O.W. where rig access permits.

The following will have 2 borings per location:

- a. FM 1431 and Parmer Lane;
- b. At the low water crossing at Post Oak Creek;
- c. At Block House Creek;
- d. At Brushy Creek; and
- e. At the low water crossing of South Fork of the San Gabriel River.

Access to the Brushy Creek crossing was not apparent in our field visit. It is anticipated clearing and right-of-entry for truck-mounted drilling equipment will be obtained by others.

B. Laboratory Testing

Laboratory tests (natural water contents, Atterberg limits, and partial gradation analyses) will be performed to classify soil strata, evaluate plasticity, and shrink/swell potential of on-site materials. Unconfirmed compression tests will be conducted on selected intact soil and/or rock specimens to evaluate the compressive strength of the subsurface strata.

C. Pavement Data Analysis and Pavement Design

Non-destructive deflection testing data and laboratory tests, will be analyzed to identify those areas, which respond differently to loads. Structural elevations of

the deflection data will be made to determine the pavement structural requirements for future traffic levels provided by others.

D. Engineering Report

Engineering analyses of the results of the field and laboratory data will be made to develop pavement thickness design and preliminary recommendations for the bridge foundation and recommendations for additional study if required. The report will include the following:

1. Pavement Thickness Design
 - a. A general description of the roadway, location of all borings and a description or reference of any previous geotechnical or pavement studies performed.
 - b. Results of all field investigations.
 - c. Shallow ground water conditions, including historical data on seasonal variations on ground water levels, if available.
 - d. A general description of the laboratory tests performed, the general range of test values, and detailed test data on typical samples. Laboratory test data will be summarized in the report in a tabular format.
 - e. Any special drainage features or other special construction requirements for each of the roadways will also be discussed.
 - f. Special precautions and recommendations for construction will be discussed and specifications for any special materials will be identified.
 - g. Pavement thickness rehabilitation design recommendations will be provided.
2. Preliminary geotechnical recommendations
 - a. General subsurface conditions, discussion of site geology, boring logs with descriptions of strata and laboratory test results, and water levels obtained at the time of drilling;
 - b. Boring location plan;
 - c. Preliminary recommended foundation type(s) along with preliminary recommended geotechnical design parameters; and
 - d. General foundation construction requirements.

Note: The geotechnical provider shall provide any temporary traffic control such as signs, flags, flaggers, and safety equipment that may be required for its operations.

III. UTILITY ADJUSTMENT

A. Utility Coordination and Adjustments

1. Locate owner and maps of utilities
2. Send out letter to utilities and contact utility notification services.

3. Provide research with Railroad Commission to locate possible pipeline crossings.
4. Follow up phone calls to utility companies and discuss project.
5. Obtain utility maps and/or letter of no conflict from utilities.
6. Meet with utilities on site for probes and deholes.
7. Identify and evaluate all potential utility conflicts and adjustments.
8. Prepare exhibit for utility company where conflict exists. Ask utility company for cost to relocate.
9. Determine if design changes/alignment are warranted to accommodate existing utility. Alignment and schematic geometry should minimize utility conflicts and adjustments where possible.
10. The ENGINEER shall plan, coordinate, and attend preliminary utility adjustment meeting with all affected utility companies within the limits of the project. This meeting will establish the preliminary schedule for the respective utility adjustments.

IV. PRELIMINARY HYDROLOGIC ANALYSIS

A. Obtain and review copies of the following (if available):

1. Previous drainage study reports that include the project study area conducted for Williamson County, Federal Emergency Management Agency (FEMA), or others.
2. FEMA Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRM) for the study area.
3. Plans of existing roadway crossings, drainage channels, dam outflow structures, etc.
4. Existing hydrologic and hydraulic models.

B. Identify existing roadway crossings and drainage channels located in the project site.

C. Conduct a site visit and verify location of crossings and watershed characteristics.

D. Meet with the representatives from Williamson County to discuss the following:

1. Drainage concerns.

2. Project drainage and peak flow criteria.
 3. Acceptable project methodologies and computer programs that can be used to conduct the study including HEC-1, USGS Regression Curves, HEC-RAS, Texas Department of Transportation (TxDOT) Culvert software, Rational Formula for areas less than 200 acres, etc.
 4. Design frequency to be used to size bridge openings
 5. Define storm years to be used at various channel and culvert locations.
 6. Upstream watershed developed conditions (100% developed, existing development)
- E. Identify locations of crossings and channels where existing drawings are not available and request topographic field surveys for these sites.
- F. Delineate drainage areas for each identified crossing. USGS maps will be used to determine drainage areas. Special consideration will need to be taken to account for the upstream dams on Block House Creek and Spanish Oak Creek.
- G. For each stream crossing, determine peak flows for the ultimate storm and 100-year frequency storm. Depending on the size of the drainage area upstream of the crossing, HEC-1, Regression Equations, or the Rational Formula will be used to determine peak flows. The South Fork of the San Gabriel River will require a larger portion of the time budgeted than the other crossings due to the relatively large size of the watershed.

V. WPAP Analysis

- A. Obtain and review copies of the USGS maps showing the location of the Edward's Aquifer Recharge Zone (EARZ). Identify the location of the project limits and determine the limits of the project within the EARZ. The ENGINEER will determine whether a Texas Natural Resources Conservation Commission (TNRCC) Water Pollution Abatement Plan (WPAP) will be needed. If a WPAP is needed for this project, then a supplemental agreement will be proposed for this work.
- B. Meet with TNRCC representatives to discuss the EARZ and if a WPAP will be needed.

**RIGHT OF WAY / PS&E
TASK OUTLINE
Phase 2**

I. ROW AND UTILITY ADJUSTMENT

A. Right-of-Way Adjustments

1. Engineer will make recommendations to the County on locations for slope, channel, construction and temporary easements.

B. Utility Adjustments

1. Design project to minimize utility conflicts and adjustments where possible.
2. Provide design of roadway profiles, drainage structures, etc. for adjustments of necessary utilities at 60% review.
3. The ENGINEER will review utility companies proposed adjustment plans for compliance with TxDOT's Utility Accommodation Policy and Utility Manual. The ENGINEER will provide recommendations to the County for corrections or approval.
4. The ENGINEER shall show the approximate horizontal location and ownership of utilities with critical clearance considerations on the plan and profile sheets of the construction plans.

II. ROADWAY DESIGN CONTROLS

A. Geometric Design

1. Produce roadway typical sections, plan & profile sheets, and supporting details for the subject roadway, bridges, and crossroads. Vertical alignment shall be checked and adjusted to accommodate hydraulic structures, bridge grades, superelevation transitions, design speeds, intersecting streets, driveways and other clearance considerations. Crossovers, left and right turn bays, and speed change lanes shall be checked for location and storage length. (See Appendix A - PLAN PREPARATION PROCEDURES.)
2. Geometric design shall be in conformance with the design guides and manuals referenced in *AASHTO and TxDOT Operations and Procedure Manual*.

B. Grading Design

1. Develop a GEOPAK roadway geometry model.

2. Determine earthwork and paving quantities for each phase.
3. The ENGINEER will provide three (3) sets of plotted cross-sections (final design and phase construction where necessary) showing original terrain, finished grade, centerline, and ROW in a non-exaggerated scale.

III. PRELIMINARY HYDRAULIC DESIGN ANALYSIS

- A. Develop HEC-RAS or Culvert models reflecting existing watershed conditions.
- B. Determine water surface elevations for the ultimate storm and 100-year frequency storm for existing conditions (without proposed crossing).
- C. Determine existing conditions floodplain boundary for the 100-year storm. Compare to regulatory 100-year floodplain boundary.
- D. Modify existing models to reflect proposed crossing configuration(s) assuming a bridge or culvert options. Compare computed water surface elevations with crossing in place. If increase in water surface elevations were computed, determine crossing opening requirements to offset any impacts.
- E. Perform detailed scour analysis at South Fork of San Gabriel River in accordance with FHWA Hydraulic Engineering Circular 18 and 20.
- F. Meet with client to present findings and proposed modifications.
- G. Preliminary Hydraulic Report
 1. Prepare a report summarizing findings addressing hydrologic and hydraulic issues. Report will include text, tables, and exhibits.
 2. Assist TC&B Transportation group to prepare required drainage related roadway design drawings/sheets.

IV. SIGNING, MARKINGS AND SIGNALIZATION

- A. Produce summary table of all permanent pavement marking, pavement marker, object marker, and delineator quantities.
- B. Produce summary table of work zone pavement markings.
- C. Produce pavement marking, delineator, object marker, and signing layout plan sheets.
- D. Produce special sign details.

- E. Produce sign summary table.
- F. Prepare signal warrant studies for FM 1431 and SH 29.
- G. Produce layouts, details, and quantity summaries for warning lights or signalized intersections. If warranted, prepare signal designs for FM 1431 and SH 29.
 - 1. Condition diagram
 - a. Highway and intersection design features
 - b. Roadside development and driveways
 - c. Traffic control devices including illumination
 - 2. Plan sheet(s)
 - a. Existing traffic control devices that will remain (signs, service poles, and markings, etc.)
 - b. Proposed highway improvements (lane lines)
 - c. Proposed signal installation including illumination
 - d. Signal and illumination pole location (stations and offsets)
 - 3. Notes for plan layout
 - 4. Phase sequence diagram(s)
 - a. Phase diagram
 - b. Signal sequence table
 - 5. Construction detail sheets(s)
 - a. Poles (TxDOT standard sheets)
 - b. Detectors
 - c. Pull Box and conduit layout
 - d. Controller Foundation standard sheet
 - e. Temporary signal layouts
- G. Coordinate with local power supply utility.

V. MISCELLANEOUS ROADWAY

- A. ENGINEER shall provide preliminary cost estimates at the 30% and 60% reviews.
- B. Prepare Traffic Control Plan, detour layouts, and Sequence of Construction including the following:
 - 1. The sequence of construction and method of handling traffic during each phase. Deliver preliminary construction phase and traffic control plan at the 30% and 60% reviews.

2. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include any signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, or barriers that may be required.
 3. Where detours are provided, typical cross-sections shall be shown.
- C. Produce retaining wall design, layouts, and details, if required.
 - D. Produce storm water pollution prevention plan (SW3P) and erosion control layout and detail sheets.
 - E. Produce quantity summary tables for all roadway and earthwork quantities.
 - F. Produce basis of estimate table for all material applications.
 - G. Assemble applicable details and standard sheets (TxDOT).
 - H. Prepare a list of general notes necessary to supplement or clarify the specifications to be used for the project construction.

VI. BRIDGE DESIGN

- A. Bridge structure design, layouts, and details for the San Gabriel River Bridge.

Produce bridge structure layouts including (30% delivery):

PLAN VIEW:

1. Horizontal curve information
2. Bearing of centerline or reference line.
3. Skew angle(s).
4. Control stations at beginning and ending of structures (with deck elevation), intersections, etc.
5. Structure roadway width and curbs, face of rail, shoulders, or sidewalks.
6. Limits and type of riprap.
7. Location of profile grade line.
8. North arrow.
9. Cross slope and superelevation data.
10. Traffic flow directional arrows.
11. Railing types shown.
12. Joint types and seal size, if used.
13. Location where soil corings were taken.
14. Bent stations and bearings.
15. Retaining wall locations.
16. Approach pavement and crown width.

17. Typical bridge section showing beam types and spacing.
18. Joint types and spacings.

PROFILE VIEW:

1. Finished grade elevations at beginning and end of bridge.
 2. Overall length of structure.
 3. Type of railing.
 4. Existing and proposed ground lines clearly marked.
 5. Applicable standard titles.
 6. Profile grade data.
 7. Type of riprap.
 8. Type of foundation, number, size, and length of foundation elements.
 9. Length and type of span unit.
 10. Flow rate, tail-water, headwater, and velocity for the designated design year and 100 yr. discharge.
 11. Bent numbers, bearing seat elevations or top of cap elevations for non-beam structures.
 12. Soil core data including penetrometer values, soil classification, and ground water elevations.
 13. Fixed or expansion condition of all bents.
 14. Column Heights.
- B. Provide span design and detail drawings. (60% delivery)
- C. Provide bent design and detail drawings. (60% delivery)
- D. Perform bridge foundation design. (60% delivery)
- E. Produce summary tables of all bridge structure quantities. (90% delivery)

VII. PRE-CONSTRUCTION

- A. Assist in preparing the bid document addenda.
- B. Attend pre-construction meeting.
- C. Assist in addressing questions from the construction contractor.

VIII. GENERAL PLAN CHECKLIST

All Sheets

Information shown on the drawings shall be prepared for reading all drawings from the standard viewpoint. All plan sheets are to be uniform in type, quality, and size. The sheets are to be 11 X 17 inches. Printed border to be 10 ½ X 16 inches positioned 1/4

inch from the right and 0.6 inches from top and bottom. Sheet sizes are to be accurate to within plus or minus 1/8 inch. All plan sheets shall be in ink, or equivalent, on Mylar type tracing film, with lettering size, quality and density that will be legible when reproduced. Lettering will be a minimum size of 100 for lettering by computer-aided design and drafting (COMPUTER GRAPHICS).

- Title Sheet
- Index of Sheets
- Typical Sections
- Project Layout Sheets
- Traffic Control
- Sequence of Work
- SW3P
- General Notes & Specification Data
- Grading Summary
- Paving Summary
- Structure Summaries (Large & Small)
- Erosion Control Summary
- Miscellaneous Summaries (See following list under Summaries)
- Estimate & Quantities
- Plan/Profile Sheets
- Drainage Area Maps
- Drainage Layout Sheets
- Hydrologic and Hydraulic Data
- Retaining Wall Sheets
- Bridge Layout
- Culvert Cross Sections, Layouts, & Details
- Special Culvert Designs
- Special Drainage Details
- Miscellaneous Details
- Wheelchair Ramp Details
- Pavement Marking Details
- Applicable Standards (TxDOT)
- SW3P Sheet
- Erosion Control Sheets
- Permanent Signing Plans
- Signal Plan Sheets
- Illumination Sheets

SUPPORTING DOCUMENTS

- Construction Cost Estimate
- General Notes
- Special Provisions
- Special Specifications

SUMMARIES (As Needed)

Prepare ROW
Remove Old Structures
Scarify Existing Pavement
Metal Beam Guard Fence
Riprap
Summary of Concrete Flumes
Adjust Manholes & Inlets
Underdrains
Base and Pavement
Portable Concrete Traffic Barrier (PCTB)
Concrete Traffic Barrier
Single Guardrail Terminal (SGT)
Quadguard System
Retaining Walls
Large Structure Summaries
Small Structure Summaries
Earthwork (Roadway & Channel) & Channel Details
Culverts
Mailboxes
Plane Asphaltic Concrete Pavement
Construct Detour Summary
Detours (Include non-pay items for contractors information)
Seeding or Mulch Sod - Quantity only
Inlets & Manholes
Sidewalks
Pavement Markings
Construction Pavement Markings
Driveways
Headwalls & Safety End Treatments
Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer
Small Signs
Large Signs

EXHIBIT D
COST BREAKOUT
 Farmer Lane - Williamson County

Labor Multiplier: 1.0000												
Hours												
		# of Sheets	Project Manager	Senior Engineer	Engineer	Sr. CADD Specialist	CADD Tech	Admin. Tech	Total Hours	Hours/Sheet	Labor	Total Burden Cost
I. ROADWAY DESIGN CONTROLS												
A. PREPARE THE ROADWAY SCHEMATIC												
	B. PREPARE THE PAVEMENT DESIGN REPORT		20	60	240	80	100		500		\$ 44,840	\$ 44,840
			2	8	16				26		\$ 2,904	\$ 2,904
	Subtotal		22	68	256	80	100	0	526		\$ 47,544	\$ 47,544
II. GEOTECHNICAL SERVICES												
A. FIELD INVESTIGATION												
	B. LABORATORY TESTING			2	4						\$ 644	\$ 644
	C. PAVEMENT DATA ANALYSIS AND PAVEMENT DESIGN				4						\$ 360	\$ 360
	D. ENGINEERING REPORT		2	16	24		8	4			\$ 720	\$ 720
											\$ 5,372	\$ 5,372
	Subtotal		2	18	40	0	8	4	0		\$ 7,096	\$ 7,096
III. UTILITY ADJUSTMENT												
A. INITIAL UTILITY COORDINATION												
			8	48	60	20	24	20	180		\$ 17,184	\$ 17,184
	Subtotal		8	48	60	20	24	20	180		\$ 17,184	\$ 17,184
IV. PRELIMINARY HYDROLOGIC ANALYSIS												
A. OBTAIN AND REVIEW COPIES OF MAPS AND REPORTS												
	B. IDENTIFY DRAINAGE CROSSINGS AND FLOOD PLANS			2	8				10		\$ 1,004	\$ 1,004
	C. CONDUCT SITE VISIT			1	8				9		\$ 862	\$ 862
	D. MEET WITH CLIENT AND LOCAL AGENCIES			1	8				9		\$ 862	\$ 862
	E. REQUEST TOPOGRAPHIC SURVEYS			8				2	10		\$ 1,226	\$ 1,226
	F. DELINEATE DRAINAGE AREAS		2	4	24				2		\$ 180	\$ 180
	G. DETERMINE PEAK FLOWS		4	4	48				30		\$ 3,056	\$ 3,056
									56		\$ 5,544	\$ 5,544
	Subtotal		6	20	98	0	0	2	126		\$ 12,734	\$ 12,734
V. WPAP ANALYSIS												
A. DETERMINE THE NEED FOR A WPAP REPORT												
	B. MEET WITH THE TNRCC		2	4	32		12		50		\$ 4,424	\$ 4,424
			4	8	8						\$ 2,512	\$ 2,512
	Subtotal		2	4	32	0	12	0	50		\$ 6,936	\$ 6,936

EXHIBIT D
COST BREAKOUT
Farmer Lane - Williamson County

		Labor Multiplier: 1.0000											
		Hours											
SHEETS	DESCRIPTION	# of Project Manager	Senior Engineer	Engineer	Sr. CAD Specialist	CAD Tech	Admin. Tech	Total Hours	Hours/Sheet	Labor	Total Burden Cost		
FR	TO	\$ 164.00	\$ 142.00	\$ 90.00	\$ 73.00	\$ 54.00	\$ 45.00						
I. ROW AND UTILITY ADJUSTMENT													
A. ROW ADJUSTMENTS													
	B. UTILITY ADJUSTMENTS	2	16	16				34		\$ 4,040	\$ 4,040		
			8	24				34		\$ 3,624	\$ 3,624		
	Subtotal	4	24	40	0	0	0	68		\$ 7,664	\$ 7,664		
II. ROADWAY DESIGN CONTROLS													
A. GEOMETRIC DESIGN													
	B. GRADING DESIGN												
	Subtotal	0	0	0	0	0	0	0		\$ -	\$ -		
III. PRELIMINARY HYDRAULIC REPORT													
A. DEVELOP HEC-RAS MODELS													
	B. DETERMINE EXISTING CONDITIONS WATER SURFACE ELEVATIONS	2	4	48				54		\$ 5,216	\$ 5,216		
		2	2	8				12		\$ 1,332	\$ 1,332		
	C. DETERMINE EXISTING CONDITIONS 5 AND 100 YEAR FLOOD PLAINS	2	2	8				12		\$ 1,332	\$ 1,332		
	D. DEVELOP HEC-RAS MODELS FOR PROPOSED CONDITIONS	4	8	40				52		\$ 5,382	\$ 5,382		
	E. CONDUCT SCOUR ANALYSIS	2	8	20				30		\$ 3,264	\$ 3,264		
	F. MEET WITH CLIENT		8					2		\$ 1,228	\$ 1,228		
	G. PRELIMINARY HYDRAULIC REPORT	4	24	64				108		\$ 10,544	\$ 10,544		
	Subtotal	18	56	188	0	0	18	278		\$ 28,306	\$ 28,306		
IV. SIGNING, MARKINGS AND SIGNALIZATION													
A. PAVEMENT MARKING SUMMARY TABLES													
	B. WORK ZONE PAVEMENT MARKINGS												
	C. LAYOUT SHEETS												
	D. SPECIAL SIGN DETAILS												
	E. SMALL SIGN SUMMARY TABLE												
	F. PREPARE WARRANT SIGNAL STUDIES (AT FM 1431 & SH 29)	12	60	100	40	40		172		\$ 19,488	\$ 19,488		
	G. LAYOUTS, DETAILS, & SUMMARIES FOR WARNING LIGHTS OR SIGNALS		24	120				224		\$ 19,288	\$ 19,288		
	H. COORDINATE WITH LOCAL POWER SUPPLY UTILITY		8	8						\$ 1,856	\$ 1,856		
	Subtotal	0	0	0	0	0	0	0		\$ 40,632	\$ 40,632		

Parmer Lane - Williamson County

													Labor Multiplier:		1.0000									
													Hours											
													# of Sheets	Project Manager	Senior Engineer	Engineer	Sr. CADD Specialist	CADD Tech	Admin. Tech	Total Hours	Hours/Sheet	Labor	Total Burden Cost	
													FR	TO	\$ 164.00	\$ 142.00	\$ 80.00	\$ 73.00	\$ 54.00	\$ 45.00				
V. MISCELLANEOUS ROADWAY																								
A. PRELIMINARY COST ESTIMATES														4		16	40			8	68		\$ 6,888	\$ 6,888
B. TRAFFIC CONTROL PLAN																						\$ -	\$ -	
C. RETAINING WALL DESIGN																						\$ -	\$ -	
D. STORM WATER POLLUTION PREVENTION PLAN																						\$ -	\$ -	
E. QUANTITY SUMMARY TABLES																						\$ -	\$ -	
F. BASIS OF ESTIMATE																						\$ -	\$ -	
G. ASSEMBLE DETAILS AND STANDARDS																						\$ -	\$ -	
H. GENERAL NOTES														4		16	20			32	72		\$ 6,168	\$ 6,168
Subtotal															8	32	60	0	0	40	140		\$ 13,056	\$ 13,056
VI. BRIDGE DESIGN																								
A. STRUCTURE LAYOUTS														2		4	24	20	20		68		\$ 5,268	\$ 5,268
B. SPAN DESIGN														3		10	52	20	20		102		\$ 8,640	\$ 8,640
C. BENT DESIGN														8		24	86	48	60		218		\$ 17,892	\$ 17,892
D. FOUNDATION DESIGN														1		2	18	10	10		40		\$ 3,174	\$ 3,174
E. SUMMARY TABLES														1		4	16	6	6		34		\$ 2,860	\$ 2,860
Subtotal														15	0	44	198	104	116	2	462		\$ 37,834	\$ 37,834
VII. PRE-CONSTRUCTION																								
A. ASSIST IN PREPARING THE CONSTRUCTION ADDENDA														8		12	8			4	32		\$ 3,916	\$ 3,916
B. ATTEND PRE-CONSTRUCTION MEETING														8		80	40	40		16	184		\$ 19,912	\$ 19,912
C. ASSIST ON QUESTIONS FROM THE CONSTRUCTION CONTRACTOR														8		40	60	40	20	24	192		\$ 17,472	\$ 17,472
Subtotal															24	132	108	80	20	44	408		\$ 41,300	\$ 41,300

EXHIBIT D
COST BREAKOUT
Parmer Lane - Williamson County

Labor Multiplier: 1.0000													
SHEETS		DESCRIPTION	# of Sheets	Hours						Total Hours	Hours/Sheet	Labor	Total Burden Cost
FR	TO			Project Manager	Senior Engineer	Engineer	Sr. CADD Specialist	CADD Tech	Admin. Tech				
VIII. GENERAL PLAN CHECKLIST													
PLAN SHEETS													
1	3	TITLE SHEET	3	2	8	12	8	16	46	15	\$ 3,992	\$ 3,992	
4	6	INDEX OF SHEETS	3	2	8	12	4	16	42	14	\$ 3,700	\$ 3,700	
7	10	TYPICAL SECTIONS	4	12	32	60	24	40	168	42	\$ 15,824	\$ 15,824	
11	17	PROJECT LAYOUT SHEETS	7	4	12	40	24	40	120	17	\$ 9,872	\$ 9,872	
18	37	TRAFFIC CONTROL	20	12	100	120	80	100	392	20	\$ 36,748	\$ 36,748	
38	41	SEQUENCE OF WORK	4	24	60	80	40	100	304	76	\$ 27,976	\$ 27,976	
42	44	SWAP	3	8	20	40	8	16	92	31	\$ 9,200	\$ 9,200	
45	47	GENERAL NOTES AND SPECIFICATION DATA*	3	16	40	48	16	24	168	56	\$ 16,168	\$ 16,168	
48	50	GRADING SUMMARY	3	8	24	40	16	16	104	35	\$ 10,352	\$ 10,352	
51	53	PAVING SUMMARY	3	8	18	28	16	16	84	28	\$ 8,136	\$ 8,136	
54	56	STRUCTURE SUMMARIES (LARGE & SMALL)	3	8	20	32	20	24	104	35	\$ 9,788	\$ 9,788	
57	59	EROSION CONTROL SUMMARY	3	8	12	24	12	20	76	25	\$ 7,132	\$ 7,132	
60	62	MISCELLANEOUS SUMMARIES	3	12	24	40	28	32	136	45	\$ 12,748	\$ 12,748	
63	65	ESTIMATE & QUANTITIES	3	12	12	40	24	20	124	41	\$ 10,824	\$ 10,824	
66	100	PLAN/PROFILE SHEETS	35	60	400	680	340	500	1980	57	\$ 179,680	\$ 179,680	
101	108	DRAINAGE AREA MAPS	6	12	40	68	60	72	252	42	\$ 22,036	\$ 22,036	
107	136	DRAINAGE LAYOUT SHEETS	30	32	220	320	200	320	1092	36	\$ 97,168	\$ 97,168	
107	114	HYDROLOGIC AND HYDRAULIC DATA	8	20	60	160	40	120	400	50	\$ 35,600	\$ 35,600	
137	140	RETAINING WALL SHEETS	4	12	20	40	24	32	128	32	\$ 11,888	\$ 11,888	
115	116	BRIDGE LAYOUT	2	2	40	28	8	28	106	53	\$ 10,624	\$ 10,624	
117	122	CULVERT CROSS SECTIONS, LAYOUTS, & DETAILS	6	10	36	120	60	100	326	54	\$ 27,332	\$ 27,332	
123	126	SPECIAL CULVERT DESIGNS	3	8	20	40	48	40	156	52	\$ 13,416	\$ 13,416	
126	128	SPECIAL DRAINAGE DESIGNS	3	8	40	60	20	40	168	56	\$ 16,012	\$ 16,012	
129	131	MISCELLANEOUS DETAILS	3	8	20	40	8	40	116	39	\$ 10,496	\$ 10,496	
132	132	WHEELCHAIR RAMP DETAILS	1	2	8	16	2	16	44	44	\$ 3,914	\$ 3,914	
133	137	PAVEMENT MARKING DETAILS	5	2	12	24	12	20	70	14	\$ 6,148	\$ 6,148	
138	187	APPLICABLE STANDARDS (TXDOT)	50	2	12	28	20	20	90	2	\$ 7,452	\$ 7,452	
188	190	SWAP SHEET	3	6	24	24	12	12	42	14	\$ 3,660	\$ 3,660	
191	214	EROSION CONTROL SHEETS	24	12	32	60	40	80	224	15	\$ 19,152	\$ 19,152	
188	202	PERMANENT SIGNING PLANS	15	12	32	40	16	24	114	14	\$ 10,936	\$ 10,936	
191	198	SIGNAL PLAN SHEETS	8	2	32	40	20	40	114	19	\$ 9,252	\$ 9,252	
215	220	ILLUMINATION SHEETS	6	2	12	40	20	40	114	19	\$ 9,252	\$ 9,252	
Subtotal			277	330	1410	2428	1228	2004	48	7446	27	\$ 672,734	\$ 672,734
IX. PROJECT MANAGEMENT													
A. PROJECT MANAGEMENT & SUBCONSULTANT ADMINISTRATION													
			60	120	120				180	460	\$ 44,880	\$ 44,880	
B. COORDINATION MEETINGS			40	40	20				100		\$ 14,040	\$ 14,040	
C. OCCA			40	80	120				20	420	\$ 39,020	\$ 39,020	
Subtotal			140	240	280	40	120	180	980		\$ 97,940	\$ 97,940	
TOTAL LABOR COSTS											\$ 1,030,960	\$ 1,030,960	

04/17/2001

							Labor Multiplier:						1.0000				
								Hours									
#	Project Manager	Senior Engineer	Engineer	Sr. CADD Specialist	CADD Tech	Admin. Tech	Total Hours	Hours/Sheet	Labor	Total Burden Cost							
SHEETS OF FR TO	DESCRIPTION	\$ 164.00	\$ 142.00	\$ 90.00	\$ 73.00	\$ 54.00	\$ 45.00										
NON LABOR COSTS																	
					Postage	Lump Sum:			\$800								
					Telephone/Fax	Lump Sum:			\$150								
					Reproduction	\$ 0.06 Each			\$150								
					5149 Workstation hours	\$ 14.00 Per hour			\$72,086								
					1000 Bond Plots	\$ 0.50 Per Print			\$500								
					700 Travel	\$ 0.35 Per Mile			\$245								
					300 Mylar Plots	\$ 12.00 Per Print			\$3,600								
					Sub-Total Non-Labor Costs				\$77,531								
					Geotechnical Services (Fugro South)	Lump Sum:			\$32,380								
					Sub-Total Non-Labor/Subcontractor Costs				\$32,380								
					TOTAL NON LABOR COST				\$109,911								
					TOTAL PROJECT COST				\$ 1,140,871								

MARSH USA INC.		CERTIFICATE OF INSURANCE		CERTIFICATE NUMBER LOS-000199209-00	
PRODUCER Marsh Risk & Insurance Services License No. 0437153 777 South Figueroa Street Los Angeles, CA 90017		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
INSURED TURNER COLLIE & BRADEN, INC. PO BOX 130089 HOUSTON, TX 77219		COMPANIES AFFORDING COVERAGE			
		COMPANY A National Union Fire Insurance Company			
		COMPANY B			
		COMPANY C UNITED NATIONAL INSURANCE COMPANY			
		COMPANY D N/A			
COVERAGES <small>THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	RMGL 6122687	04/01/99	04/01/02	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 2,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY	RMCA 3209855 (AOS) RMCA 3209856 (TX)	04/01/99	04/01/02	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	Hired Autos				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
					EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
C	OTHER	PLP-2000104 "CLAIMS MADE"	04/01/00	04/01/03	\$1,000,000 PER CLAIM/AGGREGATE DEFENSE INCLUDED
	ARCHITECTS & ENG. PROFESSIONAL LIAB.				
<small>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)</small> RE: 4 MILES OF RURAL HIGHWAY DESIGN. WILLIAMSON COUNTY IS NAMED AS AN ADDITIONAL INSURED FOR GL, BUT ONLY AS RESPECTS WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED.					
CERTIFICATE HOLDER WILLAMSON COUNTY COURTHOUSE COUNTY JUDGES OFFICE 710 MAIN STREET GEORGETOWN, TX 78626			CANCELLATION <small>SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.</small> MARSH USA INC. BY: John F Wesley <i>[Signature]</i>		
			VALID AS OF: 03/12/01		

FORM CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
3/12/2001

PRODUCER

DM

Aon Risk Services, Inc. of Southern California
707 Wilshire Boulevard, Suite 6000
Los Angeles, California 90017
(213) 630-3200

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

LEITER

A The American Insurance Co.

COMPANY

LETTER

B

COMPANY

LETTER

C

COMPANY

1. INTRODUCTION

D

COMPANY

1. Introduction

E

CODE



SUB-CODE 1

INSURED

Turner Collie & Braden Inc.
Attn: Landon Loertscher
P.O. Box 130089
Houston, Texas 77219

COVERAGES

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

EXCESSORS, AND CONDITIONS OF COVERAGE. THE LIMITS OF COVERAGE MAY BE REDUCED BY THE POLICY.									
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS				
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE <input type="checkbox"/> <input type="checkbox"/>				GENERAL AGGREGATE PRODUCTS-COMP/OPS AGGREGATE PERSONAL & ADVERTISING INJURY EACH OCCURRENCE FIRE DAMAGE (ANY ONE FIRE) MEDICAL EXPENSE (ANY ONE PERSON)		\$ \$ \$ \$ \$ \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				CSL BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE				
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM						EACH OCCURRENCE \$ \$		AGGREGATE \$ \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	KWC80843140 (AOS) KWC80843141 (NJ)	3/23/2000 3/23/2000	3/23/2001 3/23/2001	STATUTORY <input checked="" type="checkbox"/> 		\$ 1,000 (EACH ACCIDENT) \$ 1,000 (DISEASE POLICY LIMIT) \$ 1,000 (DISEASE EACH EMPLOYEE)		
	OTHER								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:

Job: 4 Miles of Rural Highway Design

TC913324

CERTIFICATE HOLDER:

**Williamson County Courthouse
County Judges Office
710 Main Street
Georgetown, TX 78626**

DATE: 01/01/2001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 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

ACORD 25-S (3/88)

© 1985 Ford Motor Company

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.

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

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

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

Address (number, street, and apt. or suite no.)
P.O. BOX 130089

City, state, and ZIP code
HOUSTON, TX 77219-0089

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, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

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

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

7	4	1	3	5	8	5	1	1
---	---	---	---	---	---	---	---	---

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature ▶

Date ▶

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

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

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

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

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

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

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

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

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.

EXHIBIT C																														
ID	Task Name	Duration	Mar '01	Apr '01	May '01	Jun '01	Jul '01	Aug '01	Sep '01	Oct '01	Nov '01	Dec '01	Jan '02	Feb '02	Mar '02	Apr '02	May '02	Jun '02	Jul '02	Aug '02	Sep '02	Oct '02	Nov '02	Dec '02	Jan '03	Feb '03	Mar '03	Apr '03	May '03	
77	SPECIAL CULVERT DESIGNS	30 days	-19	12	42	72	102	132	162	192	222	252	282	312	342	372	402	432	462	492	522	552	582	612	642	672	702	732	762	
78	SPECIAL DRAINAGE DESIGNS	30 days																												
79	DETAILS	25 days																												
80	MISCELLANEOUS DETAILS	10 days																												
81	WHEELCHAIR RAMP DETAILS	1 day																												
82	PAVEMENT MARKING DETAILS	15 days																												
83	APPLICABLE STANDARDS (TXDOT)	2 days																												
84	SWAP SHEET	3 days																												
85	EROSION CONTROL SHEETS	5 days																												
86	PERMANENT SIGNING PLANS	25 days																												
87	SIGNAL PLAN SHEETS	10 days																												
88	ILLUMINATION SHEETS	10 days																												

Project: Parkway
Date: Tue 4/20/01

Task

Spk

Progress

Milestone

Summary

Rollup Task

Rollup Spk

Rollup Milestone

Rollup Progress

External Tasks

Project Summary

Page 3

41	GENERAL NOTES	10 days
42	BRIDGE DESIGN	105 days
43	STRUCTURE LAYOUTS	30 days
44	SPAN DESIGN	20 days
45	BENT DESIGN	30 days
46	FOUNDATION DESIGN	20 days
47	SUMMARY TABLES	5 days
48	PRE-CONSTRUCTION	477 days
49	ASSIST IN PREPARING THE CONSTRUCTION ADDEND	15 days
50	ATTEND PRE-CONSTRUCTION MEETING	1 day
51	ASSIST ON QUESTIONS FROM THE CONSTRUCTION (10 days
52	GENERAL PLAN CHECKLIST	356 days
53	SHEETS AND SUMMARIES	90 days
54	TITLE SHEET	3 days
55	INDEX OF SHEETS	2 days
56	TYPICAL SECTIONS	90 days
57	PROJECT LAYOUT SHEETS	30 days
58	TRAFFIC CONTROL	90 days
59	SEQUENCE OF WORK	30 days
60	SW3P	30 days
61	GENERAL NOTES AND SPECIFICATION DATA*	20 days
62	GRADING SUMMARY	10 days
63	PAVING SUMMARY	10 days
64	SUMMARIES	20 days
65	STRUCTURE SUMMARIES (LARGE & SMALL)	10 days
66	EROSION CONTROL SUMMARY	5 days
67	MISCELLANEOUS SUMMARIES	10 days
68	ESTIMATE & QUANTITIES	20 days
69	PLAN/PROFILE SHEETS	90 days
70	HYDROLOGIC SHEETS	225 days
71	DRAINAGE AREA MAPS	20 days
72	DRAINAGE LAYOUT SHEETS	30 days
73	HYDROLOGIC AND HYDRAULIC DATA	90 days
74	RETAINING WALL SHEETS	30 days
75	BRIDGE LAYOUT	105 days

CONCRETE CROSS SECTIONS, LAYOUTS & DETAIL

50 days





Project: Farmel Lane
Date: Tue 4/3/01

Task
Split

Progress
Milestone

Summary
Rolled Up Task

Rolled Up Split
Rolled Up Milestone

Rolled Up Progress
External Tasks

Project Summary

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 11:35 P.M. ON TUESDAY, APRIL 17, 2001

AGENDA ITEM 39

Discuss real estate/parkland acquisitions: EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec. 551.072 pertaining to matters of real property.

No action was taken in Executive Session.

AGENDA ITEM 40

Discuss right of way acquisition for Parmer Lane: EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec. 551.072 pertaining to matters of real property.

No action was taken in Executive Session.

AGENDA ITEM 41

Discuss personnel: EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec. 551.074 pertaining personnel

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 1:24 P.M. ON TUESDAY, APRIL 17, 2001.

AGENDA ITEM 42

Discuss and take any appropriate action on real estate/parkland acquisitions.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To accept the 5-acre donation for parkland from Schwertner Farms, Inc., along with \$200.00 per month from Schwertner State Bank for maintenance, and to approve up to \$250,000.00 for development of the parkland.

Vote: **3 - 0** with Commissioner Heiligenstein and Commissioner Hays absent from the dais.

< Attachment >