

AGENDA ITEM 32

Discuss and take appropriate action on issuance of certificates of obligation for simulcast system and any other projects deemed necessary.

No action was taken on this item, which was postponed until further notice.

AGENDA ITEM 33

Consider approving professional services agreement for the following road projects:

Haynie Consulting Inc River View Rd., Deep Lake Dr., Deep Lake Circle
Malone/Wheeler Inc - Co Rd 278

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve professional services agreements for the following road projects:

Haynie Consulting Inc River View Rd., Deep Lake Dr., Deep Lake Circle
Malone/Wheeler Inc - Co Rd 278

Vote: **5 - 0**

< Attachment >

Williamson County Commissioners Court
Road Bond Contracts

May 15, 2001

Engineer	Project	Contract Amount	Authorization	% of Construction
Haynie Consulting, Inc.	River Bend Oaks	\$60,194.00		11.5%
Malone/Wheeler, Inc.	CR 276 Extension	\$1,000,000.00	\$270,524.00	12.0%

P:\Prime Strategies Data\Projects\WC-015\Engineer Contracts_05.14.01.wpd

approved 5-15-01
John C. Daugherty

Contract No. Riverbend Oaks Re-Construction

Checklist

Prior to Initiation of Work

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

Course of Work

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

Notices (as applicable)

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

Documentation for Payment

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

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PROFESSIONAL SERVICES AGREEMENT

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

WHEREAS, *County* proposes to re-construct a River Bend Oaks Subdivision consisting of:

1. River View Road (approximately 2,750 l.f.)
2. River View Road (approximately 620 l.f.)
3. Deep Lake Drive (approximately 2,400 l.f.)
4. Deep Lake Circle (cul-de-sac) (approximately 1,850 l.f.);

WHEREAS, *County* desires to obtain professional services for Design surveys, Engineering design and surveying service for right-of-way acquisition (*the "Project"*);

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

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

Section I

Employment of the Engineer

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

Section II

Basic Services of the Engineer

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Judge*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.

- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
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- C. *County* shall provide *Engineer* with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular *Project* at no cost to *Engineer*; however, any and all such information shall remain the property of *County* and shall be returned, if the *County Judge* so instructs *Engineer*.
- D. *Engineer* shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the *Project*, including any Public Hearings, satisfactory to the *County Judge* and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the *Project*:
 - a. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:
 - i) The 1998 reprint of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways
 - ii) The September 31, 1998, Federal Highway Administration (FHWA) Mandate from the National Cooperative Highway Research (NCHRP), Report 350
 - b. Texas Department of Transportation Construction Manual
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
 - j. National Electrical Code (most current version)
 - k. Williamson County Bond Program Standard Procedures Manual
 - l. TxDOT Bridge Division Foundation Manual
 3. As part of the Scope of Services, *Engineer* shall submit its work products to *County* for review at regular intervals.
 4. The detailed Scope of Services for the *Project* is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

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Section III
Fee schedule

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

Section IV
Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 150 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension
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shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Engineer* may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Engineer** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the **County Judge** in substantially the form of Attachment A to Exhibit I.
- C. **Engineer** shall furnish all available data and reasonable assistance necessary for the
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development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.

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

Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
 - B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. . The completeness of any engineering work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
 - C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
 - D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
 - E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.
 - F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
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- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

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

Section VIII Engineer's Responsibility and Liability

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

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

Section X
Maintenance of and Right of Access to Records

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

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

Section XI Miscellaneous

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

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

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

COUNTY: Williamson County (or successor)
Attn: Greg Boatright, Commissioner Precinct #2
350 Discovery Blvd., Ste. 201
Cedar Park, Texas 78613

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

Attn: File No.

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

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

and to: _____

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

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

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

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

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EXECUTED this 1st day of May, 2001.

THE ENGINEER:

[Handwritten signature]

Printed Name: Timothy E. Haynie
Judge

WILLIAMSON COUNTY:

BY: John C. Deetler 5-15-01
John C. Deetler

Williamson County |

Title: President, Haynie Consulting, Inc.

Reviewed as to Form By:

County Attorney

Funds Verified By:

County Auditor

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

Surveying Service for Drainage Easement acquisition shall be based on Actual Cost of Services Method, with a budget amount of Not-to-exceed fee to \$6,000 per Exhibit I and II. Engineering and Design surveys will be based on a Work-Order Basis for the following Lump Sum Amounts.

Work Order Basis Amounts:

1.	Construction Grand Total	\$523,424
2.	Surveying and Engineering (11.5%)	\$ 60,194
	Surveying (25%)	\$15,049
	Engineering (75%)	\$45,147
3.	Drainage Easement Acquisition (survey and field notes)	
	Hourly work with budget amount	\$ 6,000
4.	Geo-tech Report (estimated)	\$ 4,000
5.	Project Total	\$593,618

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EXHIBIT I - Addendum Continued**PRELIMINARY COST ESTIMATE - RIVER BEND OAKS, WILLIAMSON CO.**

1.	River View Road (approximately 2,750 l.f.) from Highway 29 to intersection with Deep Lake Drive (complete redo w/ major drainage issues)		
a)	Re-construct roadway with 20' wide of 2" HMAC w/ 2' single course shoulders over 10" base w/ injection of MS-2 with 3:1 base taper		
	2,750 l.f. x \$50/ l.f.		\$137,500
b)	Driveway tie-ins and mail boxes	\$ 25,000	
c)	Replace roadway culverts	\$ 40,000	
d)	Grade off-site drainage ditches	\$ 25,000	
e)	Signage and striping	\$ 5,000	
f)	Subtotal		\$232,500
2.	River View Road (approximately 620 l.f.) Cul-de-sac stub		
a)	Overlay roadway w/ 20' wide of 2" HMAC with no shoulder work		
	620 l.f. x \$15/ l.f.		\$ 9,300
b)	Driveway tie-ins and mail boxes	\$ 10,000	
c)	Grade drainage ditches	\$ 10,000	
d)	Signage and striping	\$ 1,000	
e)	Subtotal		\$ 30,300
3.	Deep Lake Drive (approximately 2,400 l.f.)		
a)	Overlay roadway w/ 20' wide of 2" HMAC with no shoulder work		
	2,400 l.f. x \$15/ l.f.		\$ 36,000
b)	Driveway tie-ins and mail boxes	\$ 25,000	
c)	Grade drainage ditches	\$ 10,000	
d)	Signage and striping	\$ 5,000	
e)	Subtotal		\$ 76,000
4.	Deep Lake Circle (cul-de-sac) (approximately 1,850 l.f.) Complete Re-do of pavement and base		
a)	Re-construct roadway with 20' wide of 2" HMAC w/ 2' single course shoulders over 6" base w/ injection of MS-2 with 3:1 base taper		
	1,850 l.f. x \$45/ l.f.		\$ 83,250
b)	Driveway tie-ins and mail boxes	\$ 10,000	
c)	Grade drainage ditches	\$ 10,000	
d)	Signage and striping	\$ 2,000	
e)	Subtotal		\$105,250
5.	Construction Subtotal		\$444,050
6.	Bonds and Insurance (2.5%)		\$ 11,101
7.	Subtotal		\$455,151
8.	Construction Contingency (15%)	\$ 68,273	
9.	Construction Grand Total		\$523,424

EXHIBIT I

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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 \$ 66,194.00. Shall include field survey and related field notes and sketches for right-of-way acquisition.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 - WORK AUTHORIZATIONS

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

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

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$ 66,194.00 _____, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

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

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ATTACHMENT A

WORK AUTHORIZATION NO. _____

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

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

1. Geo-Technical Service to be provided by County.
2. Design Surveys
3. Easement Acquisition
4. Engineering Design
5. Construction Administration

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

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

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

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


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ATTACHMENT A (con't.)

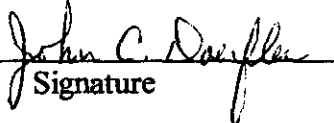
Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:

Haynie Consulting, Inc
SignatureTimothy E. Haynie
Printed NamePres.
Title4-26-01
Date

COUNTY:

Williamson County, Texas

By: 
SignatureJohn C. DOERFLINGER
Printed NameCounty Judge
Title5-15-01
Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

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EXHIBIT II
HOURLY RATES

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

HOURLY RATE SCHEDULE
(CURRENT 2001)

1.	REGISTERED PROFESSIONAL ENGINEER	\$125
2.	PROJECT REPRESENTATIVE AND LAND SURVEYOR	\$95
3.	CADD DESIGN TECHNICIAN	\$75
4.	TECHNICAL WRITER	\$65
5.	CLERICAL & DELIVERY SERVICE	\$50
6.	2-MAN SURVEY CREW WITH TOTAL STATION AND DATA COLLECTOR*	\$110
7.	3-MAN SURVEY CREW WITH TOTAL STATION AND DATA COLLECTOR*	\$120
8.	GPS EQUIPMENT	\$50
9.	REIMBURSEMENT FOR DIRECT NON-LABOR EXPENSE AND SUBCONTRACT EXPENSE- COST PLUS 20%	

*INCLUDES VEHICLE AND EQUIPMENT

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EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

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EXHIBIT IV**PRODUCTION SCHEDULE**

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

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

<u>Item</u>	<u>Description</u>	<u>Calendar Days</u>
<u>1.</u>	<u>Design Surveys: As-built existing conditions</u>	<u>60 days</u>
<u>2.</u>	<u>Drainage Easement Acquisition related work identify and provide County Commissioner with property owners list and related tax plat</u>	<u>90 days</u>
<u>3.</u>	<u>Submit preliminary Engineering design to County Consultants for review</u>	<u>100 days</u>
<u>4.</u>	<u>Final Engineering plans & specifications ready for bidding</u>	<u>120 days</u>
<u>5.</u>	<u>Prepare legal description and sketches for drainage easement acquisition</u>	<u>150 days</u>

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EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**

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

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

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

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

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

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EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

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

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EXHIBIT VII**INSURANCE REQUIREMENTS**

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$ 1,000,000 per occurrence and \$ 2,000,000 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$ 1,000,000 per occurrence and \$ _____ in the aggregate. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$ 250,000 per occurrence / \$ 500,000 per aggregate _____.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

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

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

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

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

APPENDIX ASCOPE OF SERVICES

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

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

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

APPENDIX AScope of Services

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

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

Preliminary and Design Phase

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

4. Drainage Easement Acquisition: Research property ownership adjacent to roadways. Provide ownership list to County for notification. Survey drainage ways leaving roadway to determine take for drainage easements. Prepare legal description for easement acquisition.

05/15/2001

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APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

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

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 03/12/01	
PRODUCER USI Insurance Services of TX 1946 South IH-35, Suite 301 Austin, TX 78704 512 443-0878		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Haynie Consulting Inc and T.E. Haynie & Associates 1010 Provident Lane Round Rock, TX 78664		INSURERS AFFORDING COVERAGE INSURER A: Agricultural Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/DP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
A	OTHER Professional Liability	EDN3209355	05/08/00	05/08/01	\$250,000 per claim \$500,000 annl aggr.
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.					

CERTIFICATE HOLDER	ADDITIONAL INSURED/INSURER LETTER	CANCELLATION
Williamson County 710 Main Street, Suite 303 Georgetown, TX 78626		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>James E. Janssen</i>

ACORD 25-S (7/97)1 of 2 #S72004/M72003

RECORDERS MEMORANDUM 714 • ACORD CORPORATION 1988

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

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 03/12/2001
PRODUCER (512)451-6551 FAX (512)454-0183 Central Insurance Agency, Inc. 6000 N. Lamar Blvd. P. O. Box 15427 Austin, TX 78752		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Haynie Consulting Inc. Tim Haynie DBA 1010 Provident Lane Round Rock, TX 78664		INSURERS AFFORDING COVERAGE
		INSURER A: Valley Forge Insurance Co
		INSURER B: Transcontinental Insurance Co
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

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

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Williamson County 710 Main Street #303 Georgetown, TX 78626		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE Guy Shepperd

ACORD 25-S (7/97)

RECORDERS MEMORANDUM

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clearly legible for satisfactory recordation.

Form **W-9**

(Rev. March 1994)

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

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Timothy E. Haynie

Business name (Sole proprietors see instructions on page 2.)

Haynie Consulting Inc.

Please check appropriate box:

☐ Individual/Sole proprietor☒ Corporation☐ Partnership☐ Other ▶

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

1010 Provident Lane

City, state, and ZIP code

Round Rock Texas 78664

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). For sole proprietors, 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 below.

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

74291912116

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)▶ exempt**Part III Certification**

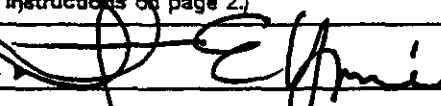
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service 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 of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the 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. (Also see Part III instructions on page 2.)

Sign
Here

Signature

Date ▶ 04-18-01

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the 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 requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

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 could 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, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

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

interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

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

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 03/12/01
PRODUCER USI Insurance Services of TX 1946 South IH-35, Suite 301 Austin, TX 78704 512 443-0878	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURER A: Agricultural Insurance Company		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

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

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

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

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER	CANCELLATION
Williamson County 710 Main Street, Suite 303 Georgetown, TX 78626		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE <i>James E. Janner</i>

ACORD 25-5 (7/97) 1 of 2 #S72004/M72003

RECORDERS MEMORANDUM

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

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 03/12/2001
PRODUCER (512)451-6551 FAX (512)454-0183 Central Insurance Agency, Inc. 6000 N. Lamar Blvd. P. O. Box 15427 Austin, TX 78752		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Haynie Consulting Inc. Tim Haynie DBA 1010 Provident Lane Round Rock, TX 78664		INSURERS AFFORDING COVERAGE
		INSURER A: Valley Forge Insurance Co
		INSURER B: Transcontinental Insurance Co
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATION(S)/VEHICLE(S)/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate Holder is named as an additional insured.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Williamson County 710 Main Street #303 Georgetown, TX 78626		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE Guy Shepperd

ACORD 25-S (7/97)

RECORDERS MEMORANDUM

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clearly legible for satisfactory recordation.

Form **W-9**
(Rev. March 1994)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 joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)
Timothy E. Haynie

Business name (Sole proprietors see instructions on page 2.)
Haynie Consulting Inc.

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

Address (number, street, and apt. or suite no.)
1010 Provident Lane

City, state, and ZIP code
Round Rock Texas 78664

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, 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 below.

Social security number
| | + | | | | |

OR

Employer identification number
74-2959216

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

▶ **exempt**

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 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 of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the 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. (Also see Part III instructions on page 2.)

Sign Here  Date ▶ **04.18.01**

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the 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 requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

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 could 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, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

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

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

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

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Contract No. Co R a 276 Madison

Checklist

Prior to Initiation of Work

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

Course of Work

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

Contract No. _____

Notices (as applicable)

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

Documentation for Payment

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

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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Contract No. _____

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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 Malone/Wheeler, Inc. (the "Engineer").

WHEREAS, *County* proposes to construct a regional arterial roadway known as County Road 276 whose alignment will run from Bagdad Road easterly to an intersection with the proposed northerly extension of Parmer Lane, a distance of approximately seven (7) miles; north of the City of Leander and south of the South Fork of the San Gabriel River.

WHEREAS, *County* desires to obtain professional services for alignment corridor studies, route surveys and engineering design and preparation of construction plans, specifications and estimates (the "Project");

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

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

Section I

Employment of the Engineer

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

Section II

Basic Services of the Engineer

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to

County during the performance of *Engineer's* services.

- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
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- C. *County* shall provide *Engineer* with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular *Project* at no cost to *Engineer*; however, any and all such information shall remain the property of *County* and shall be returned, if the *County Judge* so instructs *Engineer*.
- D. *Engineer* shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the *Project*, including any Public Hearings, satisfactory to the *County Judge* and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the *Project*:
 - a. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:
 - i) The 1998 reprint of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways
 - ii) The September 31, 1998, Federal Highway Administration (FHWA) Mandate from the National Cooperative Highway Research Program (NCHRP), Report 350
 - b. Texas Department of Transportation Construction Manual
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
 - j. National Electrical Code (most current version)
 - k. Williamson County Bond Program Standard Procedures Manual
 - l. TxDOT Bridge Division Foundation Manual
 3. As part of the Scope of Services, *Engineer* shall submit its work products to *County* for review at regular intervals.
 4. The detailed Scope of Services for the *Project* is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.
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Section III Fee schedule

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

Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 360 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of
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written Notice of Reinstatement from *County. Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Engineer* may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Engineer** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the **County Judge** in substantially the form of Attachment A to Exhibit I.
- C. **Engineer** shall furnish all available data and reasonable assistance necessary for the
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development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.

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

Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
 - B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. . The completeness of any engineering work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
 - C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
 - D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
 - E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.
 - F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
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- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

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

Section VIII Engineer's Responsibility and Liability

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

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

**Section X
Maintenance of and Right of Access to Records**

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

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

Section XI Miscellaneous

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

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

ENGINEER: Malone/Wheeler, Inc.
5316 Highway 290 West, Suite 150
Austin, Texas 78735

COUNTY: Williamson County (or successor)
710 MAIN ST #201
GEORGETOWN, TX 78626

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

Attn: File No.

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

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

and to: _____

- F. **Insurance Requirements.** **Engineer** agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in 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

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property located in Williamson County at the time of invoicing, **Engineer** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, **County** shall not have an affirmative duty to determine if **Engineer** is delinquent in the payment of property taxes.

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

- N. ***Captions Not a Part Hereof.*** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a Corporation _____, duly authorized to transact and do business in the State of Texas.
- Q. ***Acknowledgement.*** As a duly authorized representative of ***Engineer***, I acknowledge by my signature below that I have read and understand the above paragraphs and that ***Engineer*** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. ***Definition of Engineer.*** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
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EXECUTED this 8 day of May, 2001.THE ENGINEER: MALONE/WHEELER, INC.

WILLIAMSON COUNTY:

BY: Richard J. WheelerBY: John C. Decker 5-15-01Printed Name: RICHARD J. WHEELERJohn C. Decker
Williamson County JudgeTitle: PRESIDENT

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 \$1,000,000.00 for Phase One-Preliminary Engineering Alignment Corridor Study and Schematic Design fees are specified in Attachment A. Fees for Phases Two – Design Surveys and Digital Ortho-photogrammetry; Three – Right-of-Way Plans and; Four – Construction Plans, Specifications and Estimates, will be established upon the completion of Phase One of the Project.
- 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
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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 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 \$1,000,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

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

Contract No. _____

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- 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*.
-

Contract No. _____

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ATTACHMENT A

WORK AUTHORIZATION NO. _____

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

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

Phase One: Preliminary Engineering, Alignment Corridor Study and Schematic Design.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$270,524.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on May 1, 2004, unless extended by a Supplemental Work Authorization.

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

Contract No. _____

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ATTACHMENT A (con't.)

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

ENGINEER:
MALONE/WHEELER, INC.By: 
SignatureRICHARD J. WHEELER
Printed NamePRESIDENT
TitleApril 30, 2001
DateCOUNTY:
Williamson County, TexasBy: 
SignatureJohn C. DUEFLER
Printed NameCounty Judge
Title5-15-01
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

Contract No. _____

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EXHIBIT II**HOURLY RATES****1. Project Manager.....\$110.00****2. Senior Engineer.....\$98.50****3.2. Graduate Engineer.....\$82.00****4.3. Senior Technician.....\$72.00****5. CAD Technician.....\$62.00****6.4. Secretary/Clerical.....\$42.00****7.5. Expert Witness Testimony.....\$200.00**

05/15/2001

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Contract No. _____

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Contract No. _____

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EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

Contract No. _____

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EXHIBIT IV**PRODUCTION SCHEDULE**

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

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

Contract No. _____

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EXHIBIT 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
-

Contract No. _____

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

Contract No. _____

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EXHIBIT VII**INSURANCE REQUIREMENTS**

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$_____ in the aggregate. **Engineer** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.00.
- E. In the event **Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Engineer** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

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

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

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

Contract No. _____

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

APPENDIX A

SCOPE OF SERVICES

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

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

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

APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

MALONE / WHEELER, INC.
Engineering, Surveying and Development Consultants

STATEMENT OF QUALIFICATIONS

GENERAL

Malone/Wheeler, Inc. is a diversified, multi-dimensional civil engineering, surveying and development consulting professional services firm. The company was established in 1995 via a partnership of Richard H. (Pete) Malone and Richard J. (Rick) Wheeler. Both principals had previously worked together at several large engineering companies over a 25-year period and have melded their specific and unique talents and experience to create a client-oriented practice. The firm is highly responsive to the technical demands of projects and compliant with governmental regulatory structure. Utilizing these principles of service, the firm has enjoyed consistent growth from the initial partnership to its current staff of over 30 professionals, design and CADD technicians and administrative support.

Design and technical capabilities of the firm are fully automated for AutoCAD and MicroStation and are completely compatible with local, state and federal agency electronic design and document submittal requirements. The firm specializes in turnkey project design from initial

Malone/Wheeler, Inc.

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land planning to construction quality control and project closeout. Malone/Wheeler, Inc. enjoys a high level of regard and excellent reputation for quality design from various regulatory agencies.

Since 1995, Malone/Wheeler, Inc. has provided innovative solutions to the diverse needs of public sector and private development clients. A key to our firm's reputation for excellence in engineering, surveying and project management is an intense focus on three primary goals:

- Concern for our client's short-term objectives and long-term needs,
- Commitment to cost efficiency and high-level performance, and
- Careful balance of our client's immediate demands and challenges and the evolving needs of their projects.

The way we work is simple. First we strive to fully understand the needs of the client and define the requirements of the project. Next, an integrated, multi-talented design team tackles the project within the client's parameters. Finally, we adhere to sound management fundamentals including ongoing quality control and project supervision by key company principals. Solid project management results in consistent quality and successfully project completion.

As a result of 85 percent repeat business and development of new clients, Malone/Wheeler, Inc. has experienced rewarding and quality growth. Since 1995 the firm has grown over 100 percent and provides full consulting services on complex, multi-dimensional projects. A large part of that success is attributed to the firm's ability to comprehend and assess the political and regulatory landscape that each project and client must deal with and integrating that knowledge and experience into the design process and external project management representation. Our reputation has been earned and includes meeting aggressive project schedules, paying strict attention to pertinent details and providing cost-effective solutions for implementation.

TECHNICAL EXPERIENCE

Transportation and Roadway Design

As a broad based and diversified firm, Malone/Wheeler, Inc. and its professional staff have extensive experience in a wide range of transportation planning and design projects for state, municipal and private clients. Project services include planning, design and construction management, as well as environmental studies, right-of-way acquisition and public hearings. The firm and its principals have been involved in

projects ranging from neighborhood collector streets to major arterials, toll roads and highways, airports, railroads and high-speed rail. Representative projects include the following:

- RM 2243 Routing and Alignment Study – Leander, Texas
- Georgetown Inner Loop, IH-35 to State Highway 29 East – Georgetown, Texas
- Braker Lane East and Braker Lane West – Travis County, Texas
- Parmer Lane Extension, IH-35 4.5 Miles East to Samsung Site – Travis County, Texas
- Samsung Boulevard Extension – Austin, Texas
- Mesa-Greystone Water Utility Relocations – Austin, Texas
- State Highway 130 Alignment and Corridor Studies – Williamson County, Texas
- Slaughter Lane Expansion and Extension – Travis County, Texas
- Resaca Boulevard, New Arterial Design Connecting RM 2244 to RR 620 South – Travis County, Texas
- Lohman's Crossing Road, Realignment and Expansion of Regional Arterial Road – Lakeway, Texas
- Camino Columbia Toll Road – Laredo, Texas
- Texas High Speed Rail Project

Project planning and design services included in the firm's experience including routing and corridor alignment studies; geometric and schematic design; environmental assessments and environmental impact statements; thoroughfare analysis; preparation of plans; specifications and construction documents; preparation of probable construction cost estimates; administration of construction contracts; and program management.

Water and Wastewater Utilities

The firm also has a wide range of capabilities and experience in a variety of water and wastewater utility projects. Project services include service area planning; system capacity analysis; system planning; water distribution system design; water treatment plant and pump station design; wastewater collection system design; wastewater treatment plant and lift station design; water transmission mains; wastewater interceptors; easement acquisition; and regulatory agency permitting. Representative projects include:

- West Travis County Regional Water Transmission Main (22,000 LF of 16-inch Water Line all located in TxDOT or other public ROW) – Lower Colorado River Authority, Travis County, Texas

- Samsung Water Transmission Main (5,200 LF of 24-inch Water Line) – City of Austin, Texas
- Samsung Wastewater Interceptor (30,000 LF of 48-inch Diameter Wastewater Pipe) – City of Austin, Texas
- West Travis County Regional Wastewater System Wastewater Interceptors (15,000 LF of 12-inch Diameter Wastewater Pipe) – Lower Colorado River Authority, Travis County, Texas
- Kelly Lane Utility Company Wastewater Treatment Plant (0.5-mgd Wastewater Treatment Facility) – Pflugerville, Texas
- Kelly Lane Utility Company Wastewater Interceptor (12,000 LF of 27-inch Wastewater Pipe) – Pflugerville, Texas
- Mesa-Greystone Water Transmission Main (15,000 LF of 15-inch Water Transmission Main Relocation for Roadway and Traffic System Improvements) – City of Austin, Texas
- Various Lift Stations for Numerous Land Development Projects

Subdivision and Land Development Consulting

Malone/Wheeler, Inc. is widely recognized as a premiere land development engineering consultant. The firm has successfully completed a wide range of projects for private sector clients and developers. Project types include the following:

Malone/Wheeler, Inc.

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- Single-Family Subdivisions
- Multi-Family Site Plans
- Commercial/Office/Retain Site Plans
- School and Industrial Sites
- Multiuse Public Utility District Sites
- Amenity Centers and Parks
- Churches

Project services for these projects are extensive and range from feasibility studies to construction management. The planning, surveying, engineering and project management services include the following:

- Land Use Analysis and Master Planning
- Special District Creation (MUD, WCID, TIFD, SUD, RUD)
- Surveying and Subdivision Platting
- Design of Development Infrastructure Including Streets; Drainage; Water and Wastewater Utilities; Gas, Electric and Communication Systems
- Regulatory Agency Coordination, Permit Acquisition, and Entitlement Processing
- Zoning and Land Use

- Development Phasing Agreements
- Utility Reimbursement Agreements
- Stormwater Management System Designs, Water Pollution Abatement Plans, and Sewage Collection System Reports and Permits
- Endangered Species Habitat Determinations and Permit Processing
- Coordination with Utility Service Providers; Emergency Services Providers; ADA Compliance; and Capital Metro
- Landscape Architecture
- Project Management and Construction Management

Surveying

Malone/Wheeler, Inc. provides state of the art land surveying capabilities for property surveys, platting and engineering design surveys. Current staff resources include three R.R.L.S. and three field crews and office technical support staff. All survey projects are supervised and directed by a Registered Professional Land Surveyor. Surveying capabilities and expertise include the following:

- Boundary and Cadastral Surveys
- Engineering Design Surveys
- Construction Layout

Malone/Wheeler, Inc.

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- Global Positioning System (GPS)
- Highway, Pipeline and Route Surveys
- First Order Geodetic Control
- Cellular Communications Facilities and Networks
- Precision Leveling
- Fiber Optic System Design Surveys

Malone/Wheeler, Inc. has chosen to be a regionally-oriented firm of medium size in order to provide clients and their projects with direct "hands on" service from company principals and experienced senior professionals. All of the professional and technical staff of the Company have made long-term careers of providing consulting services to a variety of public sector and private development clients. Malone/Wheeler, Inc. is first and foremost a consulting service company dedicated to the goal of successful project accomplishment.

ACORD. CERTIFICATE OF LIABILITY INSURANCEDATE(MM/DD/YY)
03/07/01**PRODUCER**

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

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

INSURERS AFFORDING COVERAGE**INSURED**

Malone/Wheeler, Inc.
5316 Hwy 290 West, Suite 150
Austin, TX 78735

INSURER A: Hartford Lloyds Insurance Company

INSURER B: Hartford Casualty Insurance Company

INSURER C: DPIC Companies

INSURER D:

INSURER E:

COVERAGES

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

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	61SBAKW6846	12/22/00	06/23/01	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS -COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	61SBAKW6846	12/22/00	06/23/01	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	61WECDZ6388	12/22/00	06/23/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	OTHER Professional Liability	PL517645	12/11/00	12/11/01	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
For Bid Purposed Only

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

Williamson County
c/o County Judge
Williamson County Courthouse
710 Main Street
Georgetown, TX 78626

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

AUTHORIZED REPRESENTATIVE



05/15/2001

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IMPORTANT

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

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

DISCLAIMER

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

BUSINESS AUTO COVERAGE FORM DECLARATIONS

Union Standard Insurance Company
Executive/Administrative Offices
122 W. Carpenter Freeway #350, Irving, Texas 75039

Policy No. TA 2330465 - 23

Previous Policy: Same

Billing Option: Agency

Account Number: 000044089

The Declarations include a second part designated PART 2.

ITEM ONE

Named Insured and Mailing Address

MALONE/WHEELER, INC
5316 HWY 290 WEST #150
AUSTIN, TX 78735

Policy Period: From June 23, 2000 to June 23, 2001
at 12:01 A.M. Standard Time at your mailing address shown above.

Form of Business: ☒ Corporation ☐ Individual ☐ Partnership ☐ Other _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

Premium shown is payable: \$	at inception	ESTIMATED TOTAL PREMIUM	\$	2,953
		PREMIUM FOR ENDORSEMENTS	\$	

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Sec- tion of the Business Auto Coverage Form shows which autos are covered autos)		LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY Combined Liability	1		\$500,000 each accident	\$ 1,922
PERSONAL INJURY PROTECTION (P.I.P.)			\$	\$
AUTO MEDICAL PAYMENTS			\$	\$
UNINSURED/UNDERINSURED MOTORISTS Combined Liability	See Endt		\$500,000 each accident	\$ 198

RECORDERS MEMORANDUM

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clearly legible for satisfactory recordation.

Original

Page 1

PHYSICAL DAMAGE
COMPREHENSIVE COVERAGE

STATED AMOUNT \$
ACTUAL CASH VALUE OR COST
OF REPAIR, WHICHEVER IS
LESS MINUS \$ Ded. FOR EACH
COVERED AUTO BUT NO
DEDUCTIBLE APPLIES TO LOSS
CAUSED BY FIRE OR
LIGHTNING.
See ITEM FOUR for hired or
borrowed autos.

PHYSICAL DAMAGE SPECIFIED
CAUSES OF LOSS COVERAGE

7

STATED AMOUNT \$ \$ 262
ACTUAL CASH VALUE OR COST
OF REPAIR, WHICHEVER IS
LESS, MINUS \$25 Ded. FOR
EACH COVERED AUTO FOR LOSS
CAUSED BY MISCHIEF OR
VANDALISM. See ITEM FOUR
for hired or borrowed
autos.

PHYSICAL DAMAGE
COLLISION COVERAGE

7

STATED AMOUNT \$ \$ 530
ACTUAL CASH VALUE OR COST
OF REPAIR, WHICHEVER IS
LESS, MINUS \$SEE SCHEDULE
Ded. FOR EACH COVERED AUTO.
See ITEM FOUR for hired or
borrowed autos.

PHYSICAL DAMAGE
TOWING AND LABOR

\$ for each \$
disablement of a private
passenger auto.

ENDORSEMENTS ATTACHED TO THIS POLICY: IL 00 21 - Broad Form Nuclear Exclusion

TE0202A (03-92), TE0409D (05-94), TE2046A (03-92), TE9901B (03-92), TE9926B (03-92),
TE9978A (03-92), TE0001 (12-92), TE0017 (01-94), TE0039B (12-92), TE0040 (01-94),
TE0406B (03-92), US2249 (04-96).

Countersigned: _____
(Date)

By Ken Rowley
(Authorized Representative)

Original

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Entered By: Janice Fredrickson Entered Date: 1/15/2001 2:23:25 PM Letter Type: Ma s
Letter Title: ENDT- NCR LIAB LT TO \$1MILCSL & ADD 3 FORDS ENDT-BILL>INSC

ENDORSEMENT

January 15, 2001

MALONE-WHEELER INC
5316 Hwy 290 West #150
Austin, TX 78735

C/L UNION STANDARD INSURANCE
5368 Fredericksburg Road #300
San Antonio, TX 78229

Rowley Insurance
6805 Guadalupe
Austin TX 78752

Business Auto
Policy # TA2330465

6/23/2000
6/23/2001

CHANGE EFFECTIVE DATE 01/09/01

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$2492.00 THE
FOLLOWING CHANGES ARE MADE:

1. INCREASE LIABILITY AND UNINSURED MOTORISTS LIMIT TO \$1,000,000(SL
2. ADD 2001 FORD F150 PU #1FTRX17W81KF21587 \$20,435
3. ADD 2001 FORD F150 PU #1FTZF17261KE68730 \$20,435
4. ADD 2001 FORD EXEDITION #1FMRU17L91LA34743 \$30,178

LIEN ON ITEMS #2-3-4: FORD MOTOR CREDIT, BOX 7151, SPRINGFIELD, OH
45501

CLASS 011890 T-23 SAME FULL COVERAGE SCL/\$500 DED COLLISION
APPLIES TO ITEMS #2-3-4

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

ENDORSEMENT

November 17, 2000

MALONE-WHEELER INC
5316 Hwy 290 West #150
Austin, TX 78735

C/L UNION STANDARD INSURANCE
5368 Fredericksburg Road #300
San Antonio, TX 78229

Rowley Insurance
6805 Guadalupe
Austin TX 78752

Business Auto
Policy # TA2330465

6/23/2000
6/23/2001

CHANGE EFFECTIVE DATE 11/15/00

**IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$792.00
THE FOLLOWING VEHICLE IS ADDED:**

**1995 CHEV SUBURBAN ID#1GNFK16K1FJ424469
\$25,000 NO LIEN CL-011890 T-23
\$500,000CSL LIAB \$500,000CSL UMBP
SCL \$500DED COLL**

ENDORSEMENT

Today's Date 10/09/00

Company: UNION STANDARD
5368 FREDERICKSBURG RD #30
SAN ANTONIO 78229

Insured:
Malone-wheeler Inc
5316 Hwy 290 W #150
Austin Tx 78735

Agent: J. M. Rowley Insurance
6805 Guadalupe
Austin TX 78732

Agency Code: 820

Re: C/AUTO FLEET
Policy number TA2330465

Effective: 6/23/00
Expiration: 6/23/01

Change Effective: 9/20/00

=====

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$1095.00 THE
FOLLOWING VEHICLE IS ADDED:

1999 FORD F250 PU ID#1FTNW21L4XEC01373
\$23,500.00 CL-011890 T-23 NO LIEN
\$500,000CSL LIAB \$500,000CSL UMBP
SCL \$500DET COLL

Form **W-9**
(Rev. November 1999)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Please print or type

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

Malone/Wheeler, 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.)

5316 Hwy. 290 West; Suite 150

City, state, and ZIP code

Austin, TX 78735

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 | 2 | 7 | 6 | 3 | 7 | 3 | 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 ▶

R. L. Wheeler

Date ▶

4/30/2001

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

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

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

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons must use an appropriate Form W-8.

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

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

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

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

- 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).

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.

APPENDIX A
SCOPE OF SERVICES
WILLIAMSON COUNTY ROAD BOND PROGRAM
CR 278

1.0 PROJECT DESCRIPTION

CR 278 is a proposed east-west arterial roadway that is programmed to serve western Williamson County as an integral component of the Williamson County Multi-Corridor Transportation Plan. This proposed arterial corridor originates on the westerly end at Bagdad Road and runs easterly to a junction with the proposed northerly extension of Parmer Lane, east of the City of Leander. The project, as currently authorized, will consist of two (2) phases: Alignment Corridor Study and Preparation of Construction Plans, Specifications and Estimates for Phase 1 which Preliminary Engineering will include the segment of arterial roadway from U.S. 183 to C.R. 270.

Construction and implementation of this arterial roadway will be completed in phases over its length and proposed cross-section. It is anticipated that the first phase will begin at the intersection of U.S. 183 and proceed easterly to an intersection with Williamson County Road 270, a distance of approximately 7,000 linear feet (1.33 miles).

2.0 PHASE ONE PRELIMINARY ENGINEERING ALIGNMENT CORRIDOR STUDY AND SCHEMATIC DESIGN

2.1 General

As proposed, CR 278 is approximately seven (7) miles in length from Bagdad Road on the west to the proposed northerly extension of Parmer Lane. The corridor planning area is approximately 7,000 feet in width from south to north from the existing U.S. 183/F.M. 2243 intersection to the intersection of U.S. 183 and the Austin Northwest Railroad. The corridor will cross existing U.S. 183, proposed U.S. 183-A and the Austin Northwest Railroad. A Capital Metro License Agreement Application for an at-grade crossing of the railroad has been previously submitted by Williamson County to Capital Metro for consideration and approval. Based on information provided in the Williamson County Multi-Corridor Transportation Plan indicates that the right-of-way for CR 278 will be a minimum of 120 feet in width and desired to be 160 feet in width.

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

2.2 Route Studies

- 2.2.1 Obtain and gather available area information and planning data for the corridor planning area. This includes any preliminary roadway layouts, Williamson County thoroughfare plans and City of Leander Master Plan information.
- 2.2.2 Obtain readily available record information on environmental issues for the route study planning area, including Edwards Aquifer Recharge Zone

locations, endangered species habitat, hazardous waste sites and other similar information.

- 2.2.3 Identify corridor issues within the route study planning area limits. This includes identifying other highway, toll road and arterial design activities currently underway or planned, coordinating ramp patterns with U.S. 183-A, and defining objectives of the project.
- 2.2.4 Arrange public involvement workshop/meeting with Williamson County, City of Leander, property owners and other interested or involved agencies to present and discuss the corridor route study issues. This effort includes meeting attendance, agenda development, preparation of meeting materials/exhibits, presentation of route study issues and meeting minutes.
- 2.2.5 Coordinate with other projects currently being planned or designed within the corridor route study planning area. This includes the proposed U.S. 183-A toll road and the extensions of Lakeline Boulevard, Bagdad Road and Parmer Lane.
- 2.2.6 Coordinate alignment planning, route studies and schematic design of intersection with proposed U.S. 183-A with Texas Turnpike Authority Division, including meetings, presentations, correspondence and other communication as required with TxDOT and TTA.
- 2.2.7 Coordinate alignment planning, route studies and schematic design with the City of Leander. This includes meetings, presentations, correspondence and other communication as required with Williamson County and the City of Leander.
- 2.2.8 Identify water, wastewater, electric, gas and telecommunications utility providers in the alignment planning route study corridor. Obtain available utility location information for inclusion in route study. Coordinate with utility providers including meetings, presentations, correspondence and other communications as required with Williamson County.
- 2.2.9 Utilize traffic demand data provided by other consultants to evaluate potential cross-section designs, i.e., either 4-lane divided section or 5-lane section with continuous center turn lane.
- 2.2.10 Conduct SHIPO and cultural resources review of route study planning area to identify potential preservation issues or design constraints. Coordinate environmental constraints evaluation with Williamson County's environmental consultant.
- 2.2.11 Preparation of route study and alternative design schematic utilizing data, information and public involvement input obtained in tasks 2.2.1 through 2.2.9. The alternative design schematic will take into account the various alignment design opportunities and constraints, permitting requirements and interconnectivity with other highways, toll roads and arterial roadways. The alternative design schematics will include typical sections, preliminary horizontal and vertical alignments and preliminary right-of-way lines.
- 2.2.12 Develop evaluation matrix that identifies key factors, including environmental constraints, for evaluation of alternative alignments and

comparison of potential benefits and/or adverse impacts for selection of predefined alignment.

- 2.2.13 Inspect each alignment alternative on the ground to confirm information obtained for route study planning area.
- 2.2.14 Prepare mail database of property owners utilizing Williamson County tax maps.
- 2.2.15 Select technically-preferred route alignment utilizing evaluation matrix and input from public involvement process.
- 2.2.16 Prepare preliminary engineering report and project cost estimates for construction and right-of-way.
- 2.2.17 Conduct second public meeting, if necessary, to present findings and results of route study within the planning area.
- 2.2.18 Prepare engineering summary report for the technically preferred alternative taking into account pertinent data received at the second public meeting, that includes a project description and history, alternative alignments evaluation, construction project limits, sequence of construction and project cost estimate. This summary report will not include a hydraulic study or environmental study of the proposed project.

3.0 PHASE TWO DESIGN SURVEYS AND DIGITAL ORTHO-PHOTOGRAMMETRY

3.1 Field Surveys

Place photogrammetric panels (targets) and tie to State Plan Coordinate System monumentation for high altitude and low altitude flights. Number of panels will be determined after selection of technically preferred alignment. Number of panels are estimated at 15 high level and 70 low level targets. Targets will be positioned using NAD 83 (93) monuments. GPS will be used to collect target locations. A suitable scale factor will be derived to adjust grid coordinate values to surface coordinates.

3.2 Aerial Photography

Black and white aerial photography will be obtained at an altitude of approximately 3,000 feet above mean terrain for digital ortho development. Aerial photography will be obtained at an altitude of 1,500 feet for digital mapping. This task product will include one (1) set of contact prints, digital orthophotos with 0.5 foot pixels, digital mapping in MicroStation format, digital terrain model (DTM) in GEOPAK format, and edited one-foot contours in MicroStation format.

4.0 PHASE THREE RIGHT-OF-WAY (ROW) PLANS

Prepare ROW strip maps based on technically preferred alternative centerline alignment geometry and the selected roadway cross-section. It is anticipated that the preferred ROW width will be 160 feet. Identify individual parcels based on deed records and tax plat information. Perform deed research to ascertain current ownership and legal descriptions of parcels from which ROW will be acquired. Evaluate proposed ROW acquisition parcels relative to whole takings versus remainders. Prepare legal

descriptions and field notes for ROW parcels and establish sufficient field monumentation to identify the ROW parcels.

5.0 PHASE FOUR CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES

5.1 Roadway Design

5.1.1 Finalize Schematic

Utilize the selected alignment alternative to refine plan view with horizontal geometry and add sufficient detail to obtain final County approval of preferred alignment schematic. Refine profile to secure adequate ties to intersecting streets, highways, toll roads, railroads and driveways. Identify intersection and driveway construction limits. Coordinate with TxDOT, TTA and Capital Metro for limits of construction at intersections of U.S. 183, U.S. 183-A, railroad and connection with existing F.M. 2243 on east end of project.

5.1.2 Earthwork Cross-Sections

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

5.1.3 Plan-Profile Sheets

Using the approved schematic as the base drawing, prepare plan-profile sheets at 1" = 100' scale.

5.1.4 Intersecting Roads Profiles/Details/Summary

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

5.1.5 Miscellaneous Roadway Details

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

5.1.6 Summary of Roadway Quantities

Compute and tabulate roadway quantities using TxDOT bid items.

5.1.7 Assemble Applicable Standards

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

5.2 Hydrology and Hydraulics

5.2.1 Sub Area Mapping and Inlet or Ditch Sizing

Subdivide the overall drainage areas into sub areas and calculate the discharge at each inlet or drainage ditch location. Analyze inlet or ditch capacities and adjust location and/or sizing to achieve allowable ponded widths.

5.2.2 Storm Sewer Sizing

Size a network of storm sewers, either surface or subterranean, to collect flows and route the discharge to outfall locations selected in the preliminary engineering phase.

5.2.3 Culvert Sizing

Size each cross culvert to pass the design year storm without exceeding allowable headwater requirements established by the County. Prepare hydraulic data sheets for inclusion in the plans.

5.2.4 Storm Sewer System Plan Profile

Prepare storm sewer system plan/profile sheets for the selected system based on the roadway cross-section, depicting either storm sewer pipe, inlets and manholes or ditches and culverts necessary to drain the roadway and convey runoff to the designated discharge points. Storm sewer system plan profile design will be consistent with the hydraulic computations developed in Task 5.2.2 and the TxDOT Hydraulic Manual. Inlets, manholes, junction boxes, ditch protection or channel linings will be designed in accordance with TxDOT standards.

5.2.5 Cross Culvert Layouts

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

5.2.6 Outfall Structure Details

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

5.2.7 Miscellaneous Drainage Details

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

5.2.8 Summary of Drainage Quantities

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

5.2.9 Assemble Applicable Standards

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

5.3 Signing and Pavement Marking

5.3.1 Signing and Pavement Marking Layouts

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

5.3.2 Pavement Marking Details

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

5.3.3 Summary of Pavement Markings

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

5.3.4 Small Sign Summary

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

5.3.5 Assemble Applicable Standards

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

5.4 TRAFFIC CONTROL PLANS

5.4.1 Traffic Control Layouts

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

5.4.2 Traffic Control Typical Sections

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

5.4.3 Intersection Staging Plan

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

5.4.4 Driveway Staging Plans

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

5.5 Storm Water Pollution Prevention Plan (SW3P)

5.5.1 SW3P

Prepare SW3P on standard TxDOT SW3P plan sheet.

5.5.2 Erosion Control Plan

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

5.5.3 Erosion Control Details

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

5.5.4 Assemble Applicable Standards

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

5.5.5 TNRCC Water Pollution Abatement Plan (WPAP)

If portions of the roadway facility lie within the Edwards Aquifer Recharge Zone, a TNRCC WPAP will be prepared utilizing the information prepared for the SW3P plus any additional storm water treatment facilities such as erosion and sedimentation ponds or vegetated filter strips needed for the project to acquire TNRCC approval of the WPAP.

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

5.6.1 Construction Cost Estimate – Basis of Estimate

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

5.6.2 Construction Duration Estimate

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

5.6.3 General Notes and Specifications

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

5.7 Project Management

5.7.1 General Project Coordination

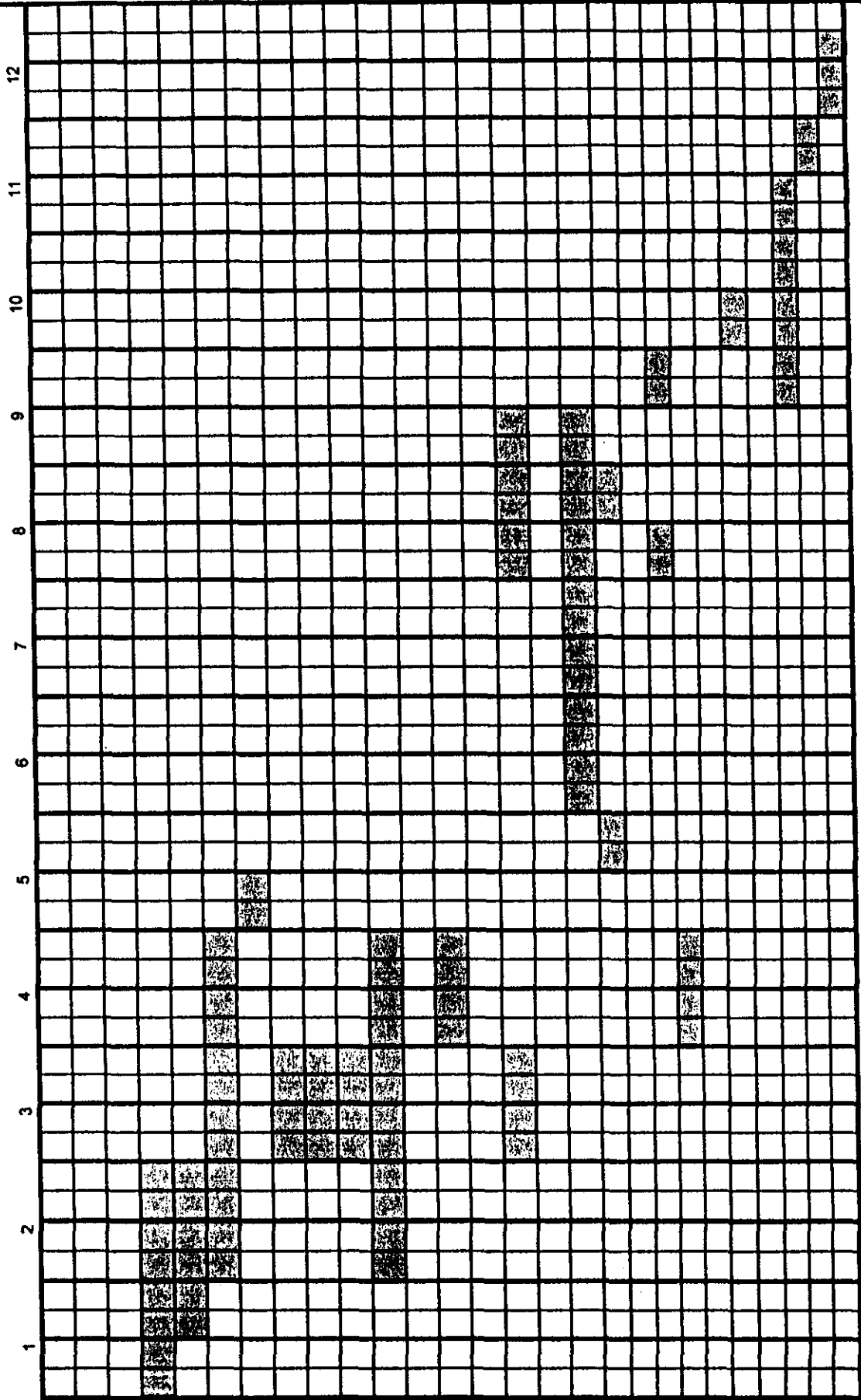
Provide general project coordination for the project design activities within the overall limits of the project. Develop work plans for surveying and design tasks and coordinate with the County for property entry and meetings with involved parties.

5.7.2 Project Administration

Provide project administration oversight as needed to track budgets and schedules, project correspondence, subconsultant contract administration, billings and progress reports. Schedule and conduct project progress reports with the County to report work efforts completed and underway.

EXHIBIT C
WORK SCHEDULE

- Williamson County Road Bond
Program CR 278
- Phase One Preliminary Engineering
Task 2.2 Route Studies
- 2.2.1 Data Acquisition
- 2.2.2 Record Information Review
- 2.2.3 Corridor issues identification
- 2.2.4 Public Involvement Workshop
- 2.2.5 Coordinate with other projects
- 2.2.6 Coordination with TxDOT, TTA
- 2.2.7 Coordinate with Leander
- 2.2.8 Identify utility issues
- 2.2.9 Review traffic data; prepare roadway cross-sections
- 2.2.10 Conduct SHIPO and cultural resources review
- 2.2.11 Prepare route study and alternative alignments
- 2.2.12 Develop Evaluation Matrex
- 2.2.13 Field review of alternative alignments
- 2.2.14 Prepare property owner data base
- 2.2.15 Select technically preferred alternative alignments
- 2.2.16 Prepare preliminary engineering report
- 2.2.17 Conduct second public meeting
- 2.2.18 Prepare engineering summary report



RECORDERS MEMORANDUM

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EXHIBIT D FEE SCHEDULE

CR 278

WORK AUTHORIZATION NO. ONE

PRELIMINARY ENGINEERING

Task	Task Description	Project Manager	Senior Engineer	Staff Engineer	Senior Technician	CADD Technician	Clerical	Subconsultant	Total
2.2	Route Studies								
2.2.1	Collect Corridor Area Planning Data	8	8	0	40		2		\$4,632.00
2.2.2	Collect and Review Corridor Area Environmental Data	8	8		24			\$2,758.00	\$6,154.00
2.2.3	Identify Corridor Alignment Design Issues	24	40		40			\$1,920.00	\$11,380.00
2.2.4	Public Involvement Process	12	12		40		16		\$6,054.00
2.2.5	Coordinate with Other Transportation Projects and Design Consultants	16	40	40	40		8	\$960.00	\$13,050.00
2.2.6	Coordinate with TxDOT and TTA	16	24				8		\$6,036.00
2.2.7	Coordinate with City of Leander	16	24				8		\$6,036.00
2.2.8	Obtain Corridor Planning Area Utility Information	8	24		40		8		\$8,824.00
2.2.9	Prepare Alternative Cross-Sections	4	12	12	24			\$960.00	\$5,294.00
2.2.10	Conduct SHIPO and Cultural Resources Review of Corridor Planning Area	8	8					\$10,500.00	\$12,168.00
2.2.11	Prepare Route Study and Alternate Design Schematics	108	272	400	200	200		\$23,504.00	\$121,776.00
2.2.12	Develop Evaluation Matrix	8	24				8	\$960.00	\$4,540.00
2.2.13	Field Inspect Alternative Alignments	8	24	24			8	\$1,920.00	\$7,468.00
2.2.14	Prepare Mail Database of Property Owners	2	8		40		40		\$6,448.00
2.2.15	Select Technically Preferred Route Alignment	8	24	24				\$960.00	\$6,172.00
2.2.16	Prepare Preliminary Engineering Report	40	60	60	40	40		\$960.00	\$22,270.00
2.2.17	Conduct Public Meeting	12	12						
2.2.18	Prepare Engineering Summary Report	8	24				8		\$2,838.00
TOTAL HOURS		314	648	560	528	240	194	\$960.00	\$5,884.00
HOURLY RATE		\$110.00	\$98.50	\$82.00	\$72.00	\$62.00	\$42.00	\$46,362.00	\$257,024.00
LABOR COST		\$34,540.00	\$63,828.00	\$45,920.00	\$38,016.00	\$14,880.00	\$8,148.00	Direct Expenses	\$13,500.00
								TOTAL FEE	\$270,524.00

RECORDERS MEMORANDUM

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

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 10:44 A.M. ON TUESDAY, MAY 15, 2001.

AGENDA ITEM 34

Discuss jail-courts project: (EXECUTIVE SESSION REQUESTED as per VTCA Sec. 551.072 relating to real property.)

No action was taken in Executive Session.

AGENDA ITEM 35

Discuss real estate-Juvenile Academy(EXECUTIVE SESSION REQUESTED as per VTCA Sec. 551.072 relating to real property)

No action was taken in Executive Session.

AGENDA ITEM 36

Discuss Personnel, Commissioner's Assistant position (EXECUTIVE SESSION REQUESTED as per VTCA Sec. 551.074 relating to Personnel)

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 12:28 P.M. ON TUESDAY, MAY 15, 2001.

AGENDA ITEM 37

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

No action was taken on this agenda item.

AGENDA ITEM 38

Discuss and take any appropriate action on Juvenile Academy property.

No action was taken on this agenda item.

AGENDA ITEM 40

Hear report from environmental consultants regarding meetings with US Fish & Wildlife Service and status of Memorandum of Understanding.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize Glen Allen to negotiate a Memorandum of Understanding with the US Fish & Wildlife Service, and to authorize the committee to proceed on mitigation acquisition.

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

< Attachment >