

AGENDA ITEM 22

Consider authorizing Thursday, September 25, 2003 at 10:00 a.m. in the auditor's office as the date and time to receive sealed bids for the disposal of the following URS items:

1990 Ford Truck Model F-800 VIN#1FDXK84AXLVA44066

1997 Rosco Flaherty Chip Spreader Model SPH-H Ser #34972

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To authorize Thursday, September 25, 2003 at 10:00 a.m. in the auditor's office as the date and time to receive sealed bids for the disposal of the following URS items;

1990 Ford Truck Model F-800 VIN#1FDXK84AXLVA44066

1997 Rosco Flaherty Chip Spreader Model SPH-H Ser #34972

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

AGENDA ITEM 23

Discuss and take appropriate action on road bond program.

There was no action taken on this agenda item.

AGENDA ITEM 24

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

There was no action taken on this agenda item.

AGENDA ITEM 25

Consider and approve professional services agreement from Reynolds, Smith and Hill for Chandler Road-CR 110 to FM 1660.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve the professional services agreement from Reynolds, Smith and Hill for Chandler Road-CR 110 to FM 1660.

Vote: 4 – 1. **Commissioner Heiligenstein opposed using an out of state contractor as opposed to local contractors.**

<Attachment>

Contract No. Chandler Rd. CR 110 - FM 1660

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 - *per 9/2/03*
- ☐ Insurance
 - ☒ Worker's Compensation
 - ☒ Commercial General Liability Insurance
 - ☒ Automobile Liability Insurance
 - ☒ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

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

Notices (as applicable)

Contract No. _____

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

Documentation for Payment

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

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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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 Reynolds, Smith and Hills, Inc. (*the "Engineer"*).

WHEREAS, *County* proposes to construct a portion of Chandler Road from CR 100 to FM1660;

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

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

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

Section I

Employment of the Engineer

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

Section II

Basic Services of the Engineer

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

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

Section III Fee schedule

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

Section IV Period of Service

- A. **Engineer** shall perform the professional services described in Exhibit B to Attachment A under Exhibit I, 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 249 calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in Exhibit C to Attachment A under Exhibit I.
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and

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

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

Section V Coordination with the County

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

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

Section VI Review of Work Product

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

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

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

Section VII Revision to Work Product

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

Section VIII Engineer's Responsibility and Liability

- A. **Engineer** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Engineer** shall inform **County** of such event within five working days.

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

- J. **Engineer** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to **County**, as required by law.
- K. **Engineer** is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of **Engineer** shall be classified as an employee of **County**.

Section IX Ownership of Documents

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

Section X Maintenance of and Right of Access to Records

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

audits in compliance with the provisions of this section. **County** shall give **Engineer** reasonable advance notice of intended audits.

- C. **Engineer** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.
- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

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

- (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
- (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER:	Reynolds, Smith & Hills, Inc. 314 E. Highland Mall Blvd., Suite 301 Austin, Texas 78752 Attn: Agustin Chavez, P.E.
COUNTY:	Williamson County (or successor) 710 Main Street Georgetown, Texas 78626
with copy to:	Honorable Gene Taylor (or successor) Williamson County Attorney 405 Martin Luther King Street #7 Georgetown, Texas 78626 Attn: File No. _____
and to:	Prime Strategies, Inc. 1598 South Lamar Blvd. Austin, Texas 78704 Attn: Michael Weaver

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code, as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge*, upon submittal of *Engineer's* initial invoice requesting payment, Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

- M. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between ***County*** and ***Engineer*** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both ***County*** and ***Engineer***. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- N. ***Captions Not a Part Hereof.*** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a professional engineering consulting firm, duly authorized to transact and do business in the State of Texas.
- Q. ***Acknowledgement.*** As a duly authorized representative of ***Engineer***, I acknowledge by my signature below that I have read and understand the above paragraphs and that ***Engineer*** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. ***Definition of Engineer.*** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

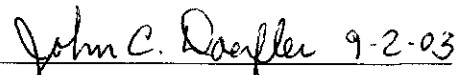
EXECUTED this _____ day of _____, 2003.

THE ENGINEER:

BY: 

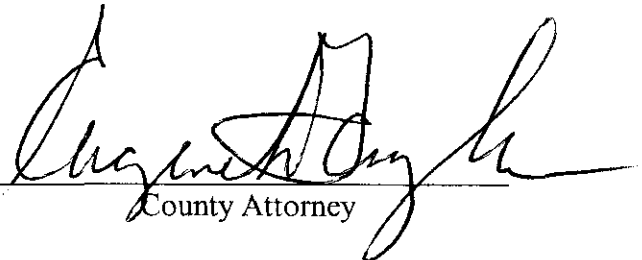
Printed Name: Joseph N. Debs, P.E.
Senior Vice President

WILLIAMSON COUNTY:

BY:  9-2-03

Hon. John C. Doerfler
Williamson County Judge

Reviewed as to Form By:


County Attorney

Funds Verified By:

County Auditor

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

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

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 360,935.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

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

completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be 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 \$ 750,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

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

ATTACHMENT A

WORK AUTHORIZATION NO. 01

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 Reynolds, Smith & Hills, Inc. (*the "Engineer"*).

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

Roadway planning and Final Design services for Chandler Road from CR 100 to FM 1660.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$360,935.00.

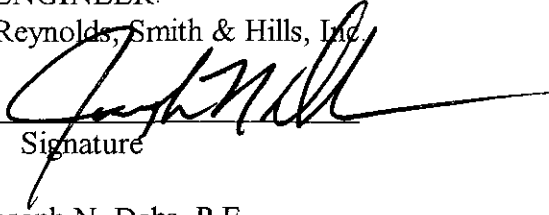
Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

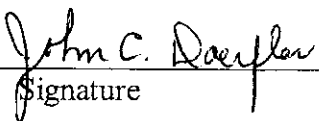
Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate 365 calendar days after notice to proceed, unless extended by a Supplemental Work Authorization.

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

ATTACHMENT A (con't.)

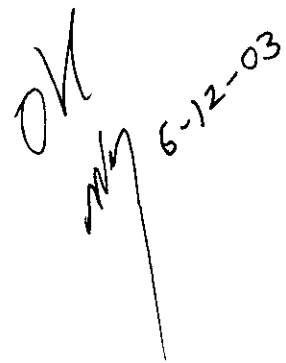
Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:
Reynolds, Smith & Hills, Inc.
By: 
Signature
Joseph N. Debs, P.E.
Printed Name
Senior Vice President
Title
June 4, 2003
Date

COUNTY:
Williamson County, Texas
By: 
Signature
John C. Doenfler
Printed Name
County Judge
Title
9-2-03
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



WILLIAMSON COUNTY, TEXAS

**CHANDLER ROAD:
CR 100 TO FM 1660**

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

1. COUNTY shall provide approved horizontal and vertical alignment of the proposed Chandler Road and shall furnish the ENGINEER with a mathematical description of the selected alignment.
2. COUNTY shall provide all surveying and mapping required for the project including topographic mapping and a digital terrain model (DTM) in Microstation format.
3. COUNTY shall provide all right of way surveys and data including right of way maps, parcel descriptions and ownership data.
4. COUNTY shall provide hydraulic design analysis data.
5. COUNTY shall provide all geotechnical services data.
6. COUNTY shall provide all appropriate general notes.
7. COUNTY shall conduct all public meeting activities
8. COUNTY shall provide all required permits.
9. COUNTY shall provide pavement design data.
10. COUNTY shall provide overall utility coordination and relocation/adjustment sheets.

WILLIAMSON COUNTY, TEXAS**CHANDLER ROAD:
CR 100 TO FM 1660****EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER
SCOPE OF SERVICES****GENERAL**

The work to be performed by the Engineer consists of providing engineering services for the final plans, specifications and estimate package for a new alignment roadway – Chandler Road from CR 100 to FM 1660. The construction will consist of a 2 lane rural roadway that will be turned into a four lane divided roadway with depressed median in the future. The southern half of the 4-lane divided roadway will be constructed with this contract. The engineer shall provide roadway, traffic, and drainage services for the project.

I. REFINE SCHEMATIC

- A. The Engineer shall review the schematic provided by the County to confirm it's understanding of the project and to verify completeness and accuracy of the information. The Engineer shall refine the horizontal and vertical alignment of the design schematic if necessary and coordinate any changes to the schematic with the County.

II. ROADWAY DESIGN**A. Geometric Design**

1. The Engineer shall produce roadway typical sections, plan & profile sheets, and supporting details for subject roadway and crossroads. Vertical alignment shall be checked and adjusted to accommodate hydraulic structures, superelevation transitions, design speeds, intersecting streets, driveways and other clearance considerations. Crossovers, left and right turn bays, and speed change lanes shall be checked for location and storage length.
2. The Engineer shall design the horizontal alignment and shall show bearings in the tangent sections and complete curve data including delta angles, PI stations, tangent lengths, length of curve, and radii.
3. The Engineer shall design the vertical alignment showing the existing and proposed centerline elevations at 100 feet intervals and with vertical curve PVI stations, curve lengths, design speeds, "K" values, and tangent grades.
4. Geometric design shall be in conformance with the design guides and manuals referenced in AASHTO, TxDOT Roadway Design Manual and the Williamson County Road Bond Program.

B. Grading Design, Cut and Fill Quantities

1. Develop a GEOPAK roadway geometry model.
2. Determine earthwork and paving quantities for each phase. It is anticipated that at earthwork quantities will be provided at the 60%, 90% and 100% plan submittals for County's review.
3. The ENGINEER will provide plotted cross-sections (final design and at three phase submittal) showing original terrain, finished grade, centerline and ROW in a non-exaggerated scale for review.

C. Plan and Profile Sheets

1. The ENGINEER shall show the center-line, edge of pavement, lane widths, shoulder widths, location and widths of median openings, pavement cross slopes, superelevations with transitions, direction of traffic flow, and layouts for all speed change lanes. The plan and profile sheets will be 1"=100' horizontal and 1"=10' vertical scale. Plans will be produced in 11"x17" sheet format. The plans will be prepared in English units within the Microstation CADD environment.
2. The ENGINEER shall provide intersection layout sheets and details depicting the intersection geometrics. Intersection layout sheets can be produced at an appropriate scale other than the roadway plans. The Engineer shall provide a transition to existing cross streets where necessary.
3. The Engineer shall incorporate the pavement design developed by the County for this project.

III. DRAINAGE DESIGN

- A. The Engineer shall meet with the representatives of the County to discuss drainage concerns.
 - B. The Engineer shall review hydrologic reports and analysis documents prepared for the COUNTY for incorporation into the design.
 - C. The Engineer shall develop design details based on hydraulic and hydrologic analysis developed by the County. The Engineer shall coordinate any proposed changes to the hydraulic analysis with the County.
 - D. The Engineer shall identify existing and proposed roadway crossings and drainage channels located in the project site.
 - E. The Engineer shall conduct a site visit and verify location of crossings.
 - F. The Engineer shall develop drainage area maps for each cross culvert location and provide a plan and profile for each cross culvert location
-

- G. The Engineer shall design the open ditch sections to handle the flows anticipated and summarize the capacity calculations in the plans. The Engineer shall develop drainage area maps for the project.
- H. The Engineer shall provide necessary details for drainage design.

IV. ROW AND UTILITY ADJUSTMENT

A. Right-of-Way Adjustments

1. The Engineer shall review and evaluate the proposed right-of-way map to verify that all construction staging and alignment considerations have been taken into account. The Engineer shall identify the right-of-way requirements for the project following the initial 200-foot alignment provided by the County. Any additional right-of-way requirements shall be coordinated with the County. The Engineer shall prepare right-of-way exhibits for any additional right-of-way and submit to the County for incorporation into right-of-way maps as soon as practical. Existing and proposed right-of-way limits will be shown on the final design plans.
2. The Engineer shall make recommendations to the COUNTY on locations for slope, channel, construction and temporary easements.

B. Utility Coordination and Adjustments

1. The Engineer shall review, research where necessary and, confirm utility location maps provided by the County. The Engineer shall coordinate existing and proposed utility locations with County's utility coordinator.
 2. The Engineer shall determine if design changes or alignment changes are warranted to accommodate existing and proposed utilities. Alignment and schematic geometry should minimize utility conflicts and adjustments where possible.
 3. The Engineer shall design project to minimize utility conflicts and adjustments where possible.
 4. The Engineer shall review utility companies proposed adjustment plans for compliance with Williamson County guidelines. The Engineer shall provide recommendations to the County for corrections or approval.
 5. The Engineer shall show the approximate horizontal location and ownership of utilities with critical clearance considerations on the plan and profile sheets. The horizontal location of utilities shall be provided by the County's utility coordinator. Verification of vertical location of utilities may be required which will be handled by the County's utility coordinator.
 6. Utility relocation for all private and public utilities will be by others.
-

7. The Engineer shall attend two utility coordination meetings conducted by the County's utility adjustment/relocation consultant and discuss potential utility conflicts. The meetings will take place at 60% and 90% stage of design plans

V. SIGNING AND PAVEMENT MARKINGS

- A. The Engineer shall prepare pavement marking, delineator, object marker, and signing layout plan sheets at a scale equal to the roadway plan sheets. Where details are necessary a larger scale will be provided.
- B. The Engineer shall prepare summary table of all permanent pavement marking, channelization devices, object marker, and delineator quantities.
- C. The Engineer shall prepare any required special sign details.
- D. The Engineer shall prepare summary of sign quantities.
- E. All signing and pavement markings shall be in conformance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

VI. MISCELLANEOUS ROADWAY

- A. The Engineer shall provide preliminary cost estimates at the 60% and 90% phase submittal.
- B. The Engineer shall prepare Traffic Control Plan, detour layouts, and Sequence of Construction including the following:
 1. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include any regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, or barriers that may be required.
 2. Where detours are provided, typical cross-sections shall be shown.
 3. The Engineer shall prepare summary table of work zone pavement markings and traffic control quantities.
- C. The Engineer shall prepare storm water pollution prevention plan (SW3P) and erosion control layout and detail sheets.
- D. The Engineer shall quantity summary tables for all roadway, earthwork, SW3P and traffic and control quantities.
- E. The Engineer shall prepare basis of estimate table for all material applications.
- F. The Engineer shall assemble applicable details and standard sheets.

- G. The Engineer shall include a list of general notes, to be provided by the County, necessary to supplement or clarify the specifications to be used for the project construction.
- H. The Engineer shall make intermediate submittals. The submittals shall consist of (10) 11"x17" paper sets. The final plan sheets shall be on standard Mylar type tracing film.
- I. The Engineer shall prepare meeting minutes and distribute the minutes to participants for all meetings attended by the Engineer during the design phase.
- J. The Engineer shall perform QA/QC of the plans throughout the design phase and at phase submittals.

VII. BID PHASE/ PRE-CONSTRUCTION AND CONSTRUCTION ASSISTANCE

- A. The Engineer shall assist in preparing the bid document addenda, responding to questions during the bid phase and shall assist in evaluating bids.
- B. The Engineer shall attend a pre-construction meeting with the contractor.
- C. The Engineer shall assist in addressing questions from the construction contractor during construction. The Engineer shall respond to RFI's in a timely manner. The Engineer shall provide assistance to the County during construction activities. The Engineer shall visit the construction site upon direction from the County to assist in construction administration.

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	%
1000	Notice To Proceed	0d	0	16JUN03		6d	0
1010	30% Plans Submittal	30d	30d	16JUN03	28JUL03	6d	0
1020	Review by Williamson County-30%	10d	10d	29JUL03	11AUG03	6d	0
1030	60% Plans Submittal	45d	45d	12AUG03	14OCT03	6d	0
1040	Review By Williamson County-60%	10d	10d	15OCT03	28OCT03	6d	0
1050	90% Plans Submittal	40d	40d	29OCT03	24DEC03	6d	0
1060	Review by Williamson County-90%	10d	10d	26DEC03	09JAN04	6d	0
1070	100% Plans Submittal	15d	15d	12JAN04	30JAN04	6d	0
1080	Review by Williamson County-100%	10d	10d	02FEB04	13FEB04	6d	0
1090	Final Plans Submittal- Signed and Sealed	5d	5d	16FEB04	20FEB04	6d	0

The Gantt chart visualizes the project schedule. It shows task bars corresponding to the activities listed above. Key milestones include:

- Notice To Proceed:** Starts at the beginning.
- 30% Plans Submittal:** Completed around late July 2003.
- 60% Plans Submittal:** Completed around mid-October 2003.
- 90% Plans Submittal:** Completed around early January 2004.
- 100% Plans Submittal:** Completed around late January 2004.
- Final Plans Submittal - Signed and Sealed:** Completed by mid-February 2004.

Chandler Road, Williamson County Reynolds, Smith and Hills, Inc.

Legend:

- [Solid black bar] Early bar
- [Hatched bar] Progress bar
- [Dashed outline bar] Critical bar
- [Thin solid line] Summary bar
- [Diamond symbol] Start milestone point
- [Square symbol] Finish milestone point

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 Page number 1A
 Run date 03JUN03
 Data date 16JUN03
 Finish date 20FEB04
 Start date 16JUN03

EXHIBIT D COST BREAKOUT CHANDLER ROAD (FROM CR 100 TO FM 1660) - Williamson County														
SHEETS FR TO	DESCRIPTION	# of Sheets	Hours							Labor Multiplier:		1.0000		
			Proj. Mgr.	Sr. Engr.	Proj. Engr.	CADD Tech	Cler.	Total Hours	Hours/ Sheet	Total Hours	Labor	Burden	Cost	
I. ROADWAY DESIGN CONTROLS														
	A. REVIEW GEOMETRICS	4	12	12		2		30				\$3,070		\$3,070
	B. REVIEW ROW REQUIREMENTS	8	12	8	8	4	6	46				\$4,308		\$4,308
	Subtotal	12	24	20	8	6	6	76				\$7,378		\$7,378
II. GEOTECHNICAL SERVICES														
	A. REVIEW GEOTECHNICAL REPORT	2	8					10				\$1,176		\$1,176
	Subtotal	2	8	0	0	0	0	10				\$1,176		\$1,176
III. UTILITY ADJUSTMENT														
	A. PREPARE EXISTING UTILITY PLANS	6	8	8	50	120		192				\$14,840		\$14,840
	B. UTILITY COORDINATION MEETINGS (2)	8	8	20	40	80		22				\$2,352		\$2,352
	C. UTILITY CONFLICT EXHIBITS (10)	8	20	20	90	200		168				\$13,784		\$13,784
	Subtotal	22	36	28	90	200	6	382				\$30,976		\$30,976
IV. HYDROLOGIC ANALYSIS														
	A. REVIEW DRAINAGE REPORT	2	4	2	4	8		20				\$1,776		\$1,776
	B. MEET WITH LOCAL AGENCIES	8	8			4	4	24				\$2,556		\$2,556
	Subtotal	10	12	2	4	12	4	44				\$4,332		\$4,332
V. MISCELLANEOUS ROADWAY														
	A. PRELIMINARY COST ESTIMATE	1	6		24		4	35				\$2,632		\$2,632
	B. TRAFFIC CONTROL PLANS				SEE PLAN SHEETS FOR HOURS ESTIMATED									
	C. STORM WATER POLLUTION PREVENTION PLAN				SEE PLAN SHEETS FOR HOURS ESTIMATED									
	D. QUANTITY SUMMARY TABLES				SEE PLAN SHEETS FOR HOURS ESTIMATED									
	F. BASIS OF ESTIMATE				SEE PLAN SHEETS FOR HOURS ESTIMATED									
	G. ASSEMBLE DETAILS AND STANDARDS				SEE PLAN SHEETS FOR HOURS ESTIMATED									
	H. FIELD VISITS	8	16	16	16			56				\$5,376		\$5,376
	I. DEVELOP CROSS SECTIONS	30	40	80	160			310				\$26,440		\$26,440
	J. DEVELOP CONSTRUCTION SCHEDULE	18	30	20		10		78				\$8,394		\$8,394
	Subtotal	57	92	116	200	10	4	479				\$42,842		\$42,842
VI. PRE-CONSTRUCTION														
	A. ASSIST IN PREPARING CONSTRUCTION ADDENDUM/BID DOCUMENT	16	30			40	12	98				\$9,244		\$9,244
	B. ATTEND PRE-CONSTRUCTION MEETING	8				4	12	24				\$2,060		\$2,060
	C. ASSIST IN ANSWERING QUESTIONS FROM THE CONTRACTORS	8	80			20	12	120				\$12,060		\$12,060
	Subtotal	32	110	0	0	64	36	242				\$23,364		\$23,364

EXHIBIT II
HOURLY RATES

- 1. Project Manager.....\$148.00
- 2. Senior Engineer.....\$110.00
- 3. Project Engineer.....\$ 84.00
- 4. Engineer.....\$ 68.00
- 5. CADD Technician.....\$ 75.00
- 6. Secretary/Clerical.....\$ 48.00
- 7. Expert Witness Testimony.....\$200.00

EXHIBIT III**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

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

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 Exhibit C to Attachment A under Exhibit I.

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.

EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**

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

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

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

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

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

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

EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

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

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

EXHIBIT VII**INSURANCE REQUIREMENTS**

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

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

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

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

It is the intention of the **County** and the **County Judge**, and agreed to and hereby acknowledged by the **Engineer**, that no provision of this Professional Services Agreement shall be construed to require the **County** or the **County Judge** to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A**SCOPE OF SERVICES**

THE ATTACHED SCOPE OF SERVICES, EXHIBIT B, SERVICES TO BE PROVIDED BY THE ENGINEER, 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.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID MV REYNO-1	DATE (MM/DD/YYYY) 06/04/03
PRODUCER Harden & Associates, Inc. 806 Riverside Ave. Jacksonville FL 32204 Phone: 904-354-3785 Fax: 904-634-1302		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 Reynolds, Smith and Hills, Inc Post Office Box 4850 Jacksonville FL 32201-4850		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Transcontinental Insurance Co	20486
		INSURER B: Transcontinental Insurance Co	20486
		INSURER C: Transportation Insurance Co.	20494
		INSURER D: Greenwich Insurance Company	22322
		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 ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	2049788740	06/28/02	06/28/03	EACH OCCURRENCE	\$ 1000000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1000000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10000	
	<input checked="" type="checkbox"/> No Deductible				PERSONAL & ADV INJURY	\$ 1000000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2000000	
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2000000	
B	AUTOMOBILE LIABILITY	2049788754	06/28/02	06/28/03	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
<input checked="" type="checkbox"/> \$500 Comp Ded							
<input checked="" type="checkbox"/> \$1000 Coll Ded							
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
C	EXCESS/UMBRELLA LIABILITY	CUP2053854802	06/28/02	06/28/03	EACH OCCURRENCE	\$ 5000000	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5000000	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input checked="" type="checkbox"/> RETENTION \$0					\$	
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2026224255 WC248056819 (CA)	12/01/02 12/01/02	12/01/03 12/01/03	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500000	
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500000	
					E.L. DISEASE - POLICY LIMIT	\$ 500000	
D	Other	PEC000361801 CLAIMS MADE FORM	06/28/02	06/28/03	\$5MM/CLM \$250K SIR	\$10MM AGG Retrol/1/42	

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

Re: Project at Chandler Road from CR100 to FM1660. Williamson County is named Additional Insured.

CERTIFICATE HOLDER	CANCELLATION
WILLCO1 Williamson County 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 <i>Maria Viaro</i>

06/12/03 10:06 FAX 904 256 2501

REYNOLDS, SMITH & HILLS

002

FEB.26.2003 12:55PM AT&T BROADBAND

NO.739 P.1/3

Form W-9 (Rev. January 2003) 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.																																													
Print or type See Specific Instructions on page 2.	Name REYNOLDS SMITH & HILLS, INC.																																																
	Business name, if different from above																																																
	Check appropriate box: <input type="checkbox"/> Individual sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other			<input type="checkbox"/> Exempt from backup withholding																																													
	Address (number, street, and apt. or suite no.) 10748 Deerwood Park Blvd South		Requester's name and address (optional)																																														
	City, state, and ZIP code Jacksonville, FL 32256																																																
List account number(s), here (optional)																																																	
Part I Taxpayer Identification Number (TIN)																																																	
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																																	
<table border="1"> <tr> <td colspan="9">Social security number</td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9">Employer identification number</td> </tr> <tr> <td>5</td><td>9</td><td>2</td><td>9</td><td>8</td><td>6</td><td>4</td><td>6</td><td>6</td> </tr> </table>					Social security number																		or									Employer identification number									5	9	2	9	8	6	4	6	6
Social security number																																																	
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Part II Certification																																																	
Under penalties of perjury, I certify that:																																																	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and																																																	
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and																																																	
3. I am a U.S. person (including a U.S. resident alien).																																																	
Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)																																																	
<table border="1"> <tr> <td>Sign Here</td> <td>Signature of U.S. person</td> <td>Date</td> </tr> <tr> <td></td> <td><i>Rosemary Kennedy</i></td> <td><i>June 12, 2003</i></td> </tr> </table>					Sign Here	Signature of U.S. person	Date		<i>Rosemary Kennedy</i>	<i>June 12, 2003</i>																																							
Sign Here	Signature of U.S. person	Date																																															
	<i>Rosemary Kennedy</i>	<i>June 12, 2003</i>																																															
Purpose of Form																																																	
A person who is required to file an information return with the IRS, must obtain 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.																																																	
U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:																																																	
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),																																																	
2. Certify that you are not subject to backup withholding, or																																																	
3. Claim exemption from backup withholding if you are a U.S. exempt payee.																																																	
Note: If a requester gives you a form other than Form W-9 to request your TIN, you should use the requester's form. However, this form must meet the acceptable specifications described in Pub. 1167, General Rules and Specifications for Substitute Tax Forms and Schedules.																																																	
Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).																																																	
Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes. If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:																																																	
1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.																																																	
2. The treaty article addressing the income.																																																	
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.																																																	
4. The type and amount of income that qualifies for the exemption from tax.																																																	
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.																																																	

AGENDA ITEM 26

Consider approving proposal from ECS Engineering Consulting for construction materials testing services for Justice of the Peace #4 building.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve proposal from ECS Engineering Consulting for construction materials testing services for Justice of the Peace #4 building.

Vote: 5 - 0

<Attachment>



ENGINEERING CONSULTING SERVICES, LTD.
Geotechnical • Construction Materials • Environmental

August 21, 2003

Mr. Frankie Limmer
Williamson County Commissioners Court
701 Main Street
Suite 201
Georgetown, Texas 78762

ECS Proposal No. 17-856

Reference: Proposal for Construction Materials Testing Services
Justice of the Peace, Precinct 4
Vance and Sixth Street, Taylor, Texas

Dear Mr. Limmer:

Thank you for choosing ECS Ltd. We understand we have been pre-qualified to present this proposal to you.

As requested, Engineering Consulting Services, Ltd. is pleased to present the following unit price and estimated cost proposal for providing materials observation and testing services during construction of the Justice of the Peace, Precinct 4 Building.

PROJECT OVERVIEW AND SCOPE OF SERVICE

We understand that the project consists of a 4800 square foot slab on compacted select fill building with a wood frame and masonry veneer.

The scope of services for this project is outlined in Appendix I of this proposal. In addition to the standard services outlined in Appendix I, we also have the in-house capability to provide extraordinary services should the situation call for such efforts. Examples include acquisition and testing of concrete core samples, determination of slab levelness (F Values), location of reinforcing steel in hardened concrete, structural load tests, and monitoring of earth retention system performance.

UNIT RATE SCHEDULE

All services provided for this project will be billed in accordance with the unit rate schedule provided as Appendix II of this proposal. It is our belief that all required services have been included in our unit price list and accounted for in our estimated cost. Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the fee