

**AGENDA ITEM 20**

Discuss and consider final plat approval of ONCOR-Taylor.

Moved: **Commissioner Curlee**

Seconded: **Judge Doerfler**

Motion: To grant final plat approval of ONCOR-Taylor.

Vote: 3 – 0. **Commissioner Boatright** was absent from the dais.

**AGENDA ITEM 21**

Discuss and consider final plat approval of Grandview Estates.

Moved: **Commissioner Curlee**

Seconded: **Judge Doerfler**

Motion: To grant final plat approval of Grandview Estates.

Vote: 3 – 0. **Commissioner Boatright** was absent from the dais.

**AGENDA ITEM 22**

Discuss and consider approval of a road closure and detour route for CR 152. (Starting Tuesday, March 9<sup>th</sup>, at 2:00 P.M. through Sunday, September 5, 2004.)

Moved: **Commissioner Curlee**

Seconded: **Judge Doerfler**

Motion: To approve of a road closure and detour route for CR 152. (Starting Tuesday, March 9<sup>th</sup>, at 2:00 P.M. through Sunday, September 5, 2004.)

Vote: 3 – 0. **Commissioner Boatright** was absent from the dais.

<b>REGULAR AGENDA</b>
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**AGENDA ITEM 23**

Discuss and consider preliminary plat approval of Anderson Subdivision.

Joe England addressed the Court.

Moved: **Commissioner Hays**

Seconded: **Commissioner Curlee**

Motion: To grant preliminary plat approval of Anderson Subdivision.

Vote: 3 – 0. **Commissioner Boatright** was absent from the dais.

**AGENDA ITEM 24**

Consider approving Professional Services Agreement for Loomis Austin, Inc. for general environmental services.

Mike Weaver addressed the Court.

Moved: **Commissioner Hays**

Seconded: **Commissioner Curlee**

Motion: To approve Professional Services Agreement for Loomis Austin, Inc. for general environmental services.

Vote: 3 – 0. **Commissioner Boatright** was absent from the dais.

< Attachment >

Contract No. Louis Austin - General Environment - Swier

### 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 Consultant
  - ☒ Exhibit C – Work Schedule
  - ☒ Exhibit D – Fee Schedule
- ☐ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Consultant – Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I *To be completed as required*
  - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Consultant by County
  - ☐ Plans
  - ☐ Maps
  - ☐ Studies
  - ☐ Reports
  - ☐ Field Notes
  - ☐ Statistics
  - ☐ Computations
  - ☐ Other: \_\_\_\_\_
- ☒ Contractors Qualification Statement – Appendix B – *provided*
- ☒ 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 Consulting Work Product submittal
- ☐ "Completed" Consulting Work Product
- ☐ "Accepted" Consulting Work Product
- ☐ Modifications and/or Changes for Approval of Consulting Work Product
- ☐ "Approved" Consulting Work Product
- ☐ Revisions to Work Product
- ☐ Seal of Endorsement on all Consulting Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Consultant to County

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**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 Consultant 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 Loomis Austin, Inc. (*the "Consultant"*).

WHEREAS, *County* proposes to construct two sections of Parmer Lane, from Williams Drive to Highway 195 and from Hwy. 195 to Interstate Highway 35 \_\_\_\_\_;

WHEREAS, *County* desires to obtain professional services for evaluating and mitigating potential adverse environmental effects of the construction and operation of the aforementioned sections of Parmer Lane (*the "Project"*);

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

**Section I**  
**Employment of the Consultant**

*County* agrees to employ *Consultant* and *Consultant* agrees to perform professional consulting 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 Consultant**

- A. In consideration of the compensation herein provided, *Consultant* shall perform professional consulting services for the *Project*, which are acceptable to the *County Judge*, based on standard consulting practices and the scope of work described on the Exhibits attached to this Agreement. *Consultant* shall also serve as *County's* professional consultant in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Consultant's* services.
- B. *Consultant* shall not commence work until *Consultant* has been thoroughly briefed on the

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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 *Consultant* 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 *Consultant*; however, any and all such information shall remain the property of *County* and shall be returned, if the *County Judge* so instructs *Consultant*.
- D. *Consultant* 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 of Engineers 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
    - m. Williamson County Multi-Corridor Transportation Plan, Project Level Environmental Review and Compliance Protocol (April 2001)
    - n. Williamson County Design Manual
  3. As part of the Scope of Services, *Consultant* shall submit its work products to *County* for review at regular intervals.

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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 *Consultant* of the work described in the Scope of Services, *County* shall pay and *Consultant* 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 *Consultant* 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 *Consultant* 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 *Consultant's* services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on *Consultant*.

**Section IV**  
**Period of Service**

- A. *Consultant* 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. *Consultant* shall complete all design work as described in the Scope of Services within 700 calendar days from receipt by *Consultant* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Consultant* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Consultant's* or *County's* reasonable control. Upon the discovery of such an event, *Consultant* 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 *Consultant* of written

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Notice of Reinstatement from **County. Consultant**, 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 **Consultant's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Consultant** 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 consulting 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 **Consultant** 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. **Consultant** 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 **Consultant** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Consultant** shall be liable for any additional costs incurred by **County**.
- F. **Consultant** 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, **Consultant** agrees that One hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Consultant** for every day that **Consultant** 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 consulting 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 a consulting 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 consulting 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 **Consultant's** services. The **County Judge** may designate representatives to transmit instructions and receive information.



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

#### Section VI Review of Work Product

- A. *Consultant's* consulting work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "consulting work products"), shall be submitted by *Consultant* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the consulting 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 consulting work products in compliance with the requirements of this Agreement. . The completeness of any consulting work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Consultant* 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 *Consultant* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Consultant*, 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 *Consultant*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.

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- F. After acceptance, **Consultant** 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 consulting work products, **Consultant** shall without additional compensation perform any work required as a result of **Consultant's** development of the products which is found to be in error or omission due to **Consultant'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 **Consultant's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Consultant**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

#### Section VII Revision to Work Product

**Consultant** 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 **Consultant** shall entitle **Consultant** to additional compensation for such extra services and expenses, provided however, that **Consultant** 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 **Consultant's** development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by **Consultant** to revise the plans in order to make the **Project** constructable, **Consultant** shall do so without additional compensation. In the event of any dispute over the classification of **Consultant's** services as Basic or Additional Services under this Agreement, the decision of the **County Judge** shall be final and binding on **Consultant**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

#### Section VIII Consultant's Responsibility and Liability

- A. **Consultant** 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, **Consultant** shall inform **County** of such event within five working days.
- B. **Consultant** 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 documents by *County* shall not release *Consultant* of any responsibility or liability for the accuracy and competency of his 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 documents prepared by *Consultant*.
- D. *Consultant* 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 *Consultant* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *Consultant* shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. *Consultant* shall perform all services and responsibilities required of *Consultant* under this Agreement using at least that standard of care which a reasonably prudent consultant in Texas would use in similar circumstances.
- F. *Consultant* 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 *Consultant* 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 *Consultant* and professional personnel.
- G. All employees of *Consultant* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Consultant*, 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*.
- H. *Consultant* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- I. *Consultant* is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of *Consultant* 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 *Consultant* are the property of *County* and upon completion of the work or termination of



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this Agreement or as otherwise instructed by *County* and/or *County Judge*, shall be delivered to *County* in an organized fashion with *Consultant* retaining a copy.

- B. Any reuse by *Consultant* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Consultant's* sole risk and without liability or legal exposure to *County*. Should *Consultant* be terminated, *Consultant* 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 *Consultant*, or Surveyor, as applicable, as specified by professional standards.
- C. *Consultant* 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 consultants and contractors, without the specific written consent of *Consultant*. 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. *Consultant* 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. *Consultant* 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 *Consultant*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Consultant* agrees that *County* shall have access during normal working hours to all necessary *Consultant* 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 *Consultant* reasonable advance notice of intended audits.
- C. *Consultant* 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.

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- D. **Consultant** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Consultant** 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.** **Consultant** 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 Consultant.** **Consultant** certifies that neither **Consultant** nor any members of **Consultant'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 **Consultant**) 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 **Consultant**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

**Consultant** 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

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delivery in writing or by registered or certified mail, return receipt requested,  
addressed to the proper party, at the following address:

CONSULTANT: Loomis Austin, Inc.  
Attn: Clifton Ladd  
3103 Bee Cave Road, Suite 225  
Austin, Texas 78746

COUNTY: Williamson County  
County Judge John Doerfler (or successor)  
2nd floor, Williamson County Courthouse  
Georgetown, Texas 78626

with copy to: Williamson County Attorney  
Honorable Gene Taylor (or successor)  
405 Martin Luther King, Box 3  
Georgetown, Texas 78626

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

and to: Mr. Alan Glen  
Smith, Robertson, Elliott & Glen  
1717 West 6th St., Suite 300  
Austin, Texas 78703

- F. **Insurance Requirements.** *Consultant* 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 *Consultant* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Consultant* 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 *Consultant* 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 *Consultant* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Consultant* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.



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- 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.** *Consultant* shall provide to *County Judge* upon submittal of *Consultant'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.** *Consultant* 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 *Consultant* 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 *Consultant* 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 *Consultant*), whether or not it results from or involves any action or failure to act by the *Consultant* or any employee or agent of the *Consultant* and which arises in any manner from the performance of this Agreement, the *Consultant* 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 *Consultant* shall also immediately send the *County* a copy of any summons, subpoena, notice, or other documents served upon the *Consultant*, 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 *Consultant's* performance of work under this Agreement.
- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between *County* and *Consultant* 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 *Consultant*. 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.

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- P. **Entity Status.** By my signature below, I certify that **Consultant** is a \_\_\_\_\_ corporation, duly authorized to transact and do business in the State of Texas.
- Q. **Acknowledgement.** As a duly authorized representative of **Consultant**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Consultant** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. **Definition of Consultant.** The term "Consultant" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.



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EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

THE CONSULTANT:

BY: Clifton LaddPrinted Name: Clifton LaddTitle: Vice President,  
Environmental Group

WILLIAMSON COUNTY:

BY: John C. Daehler 3-9-04Williamson County Judge

Reviewed as to Form By: \_\_\_\_\_

County Attorney

Funds Verified By: \_\_\_\_\_

County Auditor

OK  
my

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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 \$300,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Consultant* 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 *Consultant* 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 *Consultant* 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 *Consultant* 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 *Consultant*. 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 *Consultant'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 *Consultant* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Consultant* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Consultant* from costs or liabilities resulting from delays in

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completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Consultant* 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 *Consultant* 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, *Consultant* shall not be compensated for work made necessary by *Consultant's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$ \_\_\_\_\_, 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, *Consultant* 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 *Consultant*.

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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 Loomis Austin, Inc. (*the "Consultant"*).

**Part 1.** The *Consultant* will provide the following consulting services:

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

**Part 3.** Payment to the *Consultant* 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.

CONSULTANT:

By: \_\_\_\_\_  
Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Title\_\_\_\_\_  
Date

COUNTY:

Williamson County, Texas

By: John C. Doerfler  
SignatureJohn C. Doerfler  
Printed NameCounty Judge  
Title3-9-04  
Date

## LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Consultant

Exhibit C - Work Schedule

Exhibit D - Fee Schedule



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**EXHIBIT II****HOURLY RATES**

- 1. Senior Consultant.....\$110 per hour**
- 2. Graduate Consultant.....\$70 per hour**
- 3. Technician.....\$40 per hour**
- 4. Secretary/Clerical.....\$35 per hour**
- 5. Expert Witness Testimony.....\$165 per hour**

Consultant shall have the right to increase the fee for services performed under this Agreement annually by the same percentage as the twelve (12) month increase in the Consumer Price Index, all cities, all items (CPI,) as published by the U. S. Department of Labor on or after the anniversary of the effective date of this agreement.

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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 ***Consultant*** 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 ***Consultant*** 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 ***Consultant'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 *Project*, including any extensions of time, unless terminated earlier as provided for herein. *Consultant* shall complete all 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 *Consultant* shall not be included within the days allowed for completion.

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**EXHIBIT V****PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for *Consultant* 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, *Consultant* 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 *Consultant* 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 documents 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 *Consultant* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Consultant* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Consultant* of any and all rights or claims to collect the fee that *Consultant* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Consultant* 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, *Consultant* 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 *Consultant* unless requested by *County*.
2. During the period of suspension, *Consultant* 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 *Consultant* to follow upon exercise of right to terminate for substantial failure of *County* to perform:

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



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**EXHIBIT VI****EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **Consultant** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Consultant** 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. **Consultant** 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. **Consultant** will, in all solicitations or advertisements for employees placed by or on behalf of **Consultant**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Consultant** 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 **Consultant's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Consultant** 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. **Consultant** 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 **Consultant'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 **Consultant** 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. **Consultant** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will

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be binding upon each subcontractor or vendor. *Consultant* 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 *Consultant* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by *County* or Federal Agency, *Consultant* 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, *Consultant* 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 \$ 1,000,000.00 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 \$ 1,000,000.00 in the aggregate. *Consultant* 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 \$ 500,000.00.
- E. In the event *Consultant* is self-insured in connection with any or all of the above-required insurance policies, *Consultant* 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.

*Consultant* 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*. *Consultant* 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 *Consultant* 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. *Consultant* shall furnish *County* with a certification of coverage issued by the insurer. *Consultant* 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 *Consultant*, 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

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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.



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**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 CONSULTANT SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE CONSULTING 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**

Loomis Austin, Inc. (LAI) is an environmental consulting, civil engineering, and surveying firm, established in Austin in 1993. Since the beginning, the company has established a reputation for progressive ideas and technical excellence. Under the guidance of president Tom Loomis, the company has become a leader in civil engineering for water quality planning, watershed restoration planning, and non-point source pollution engineering. On the ecological side, LAI is most active in the areas of endangered species conservation planning, land and wildlife management, and environmental impact assessment.

LAI's practice is oriented toward projects facing demanding environmental protection requirements and projects seeking to incorporate environmental protection as an essential element. LAI staff follows current developments and agency requirements in the field of ecology, to ensure that the firm uses the most up-to-date knowledge and procedures available.

**Clifton Ladd, C.W.B.** – Clif is Vice-President of Loomis Austin's Environmental Group, and he is the firm's senior biologist. He will serve as Project Manager for this project. He has over 20 years experience working on ecological projects in Texas, including 17 years in environmental consulting and two years as manager of the Travis County Natural Resources Program. He holds a B.A. in biology from the University of Texas at Austin (1980) and an M.S. in wildlife biology from Southwest Texas State University (1985). He is registered as a certified wildlife biologist (C.W.B.) by the Wildlife Society (1989). His principal fields of training and experience are terrestrial ecology, wildlife management, endangered species, ornithology, and environmental assessment. His experience has been primarily with terrestrial habitats and species in the southeastern and southwestern United States.

**Amanda Hunter, C.W.B.** – Amanda is a staff biologist for Loomis Austin and has a diverse background in ecological research and study. She will serve as Assistant Project Manager for this project. She graduated with honors from the University of Wisconsin-Madison in 1998 with a B.S. in wildlife ecology, and she obtained her Masters Degree in biology from Southwest Texas State University in 2002. Amanda has prepared many endangered species studies and assessments and she has special experience in Habitat Conservation Planning under the Endangered Species Act. Her other environmental and wildlife management experience includes golden-cheeked warbler surveys, songbird point count surveys, spotlight deer censuses, GPS and GIS development, conservation easement documentation reports, Phase I Environmental Site Assessments, and Integrated Pest Management Plans. She is registered as a certified wildlife biologist (C.W.B.) by the Wildlife Society (2003).

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**Recent representative environmental project experience of Loomis Austin, Inc.**

Project (LAI proj. no., report date)	Description	Client
Wimberley Cypress Creek Nature Trail and Preserve (031102, projected completion date April 2004)	LAI is providing environmental and engineering assistance for a park development project for the Village of Wimberley.	The Rivers Studio 6311 Lakewood Hollow Austin, TX 78750 Mr. Roy Mann 512-343-9550
Rainbow Materials On-Site Plant Inventory and Revegetation Specifications (030709, December 2003)	LAI prepared a plant inventory for a spring buffer zone along the Colorado River in Del Valle, Texas that had been impacted by concrete. The plant inventory included a description of the vegetation community, a list of dominant plants, a tree survey, and revegetation specifications for the impacted area.	Rainbow Materials, L.P. Mr. Mike Barras P.O. Box 18838 Austin, Texas 78760 512-385-7677
Orr tract Conservation Easement Documentation Report and Phase I ESA (030701, September 2003)	Conservation Easement Documentation Report and Phase I Environmental Site Assessment on 133.89 acres of the Orr property for the City of Austin. The reports support a conservation easement on the property held by the City of Austin to help protect water quality and quantity.	City of Austin Public Works Dept. P.O. Box 1088 Austin, TX 78701 Ms. Denise Skinner 512-974-7257
Lost Pines Habitat Conservation Plan for Bastrop County, Texas and Preliminary Draft Environmental Assessment for Issuance of and Endangered Species Act Section 10(a)(1)(B) Permit for the Incidental Take of the Houston Toad ( <i>Bufo houstonensis</i> ) During Development and Land Use Activities Proposed in the Lost Pines Habitat Conservation Plan for Bastrop County, Texas (010914, August 2003)	Loomis Austin, Inc. assisted Bastrop County with the preparation of a Habitat Conservation Plan (HCP) and Preliminary Draft Environmental Assessment for the Houston toad ( <i>Bufo houstonensis</i> ). This large-scale, programmatic HCP supports an application by Bastrop County for the issuance of a Section 10 permit under the Endangered Species Act. The plan incorporates an innovative set of locally-developed conservation solutions that help protect the Houston toad in a manner consistent with the values and resources of the local community. Prominent features of the conservation program include guidelines for conservation subdivision development and land management activities, a private landowner grant program, a coordinated biological monitoring program, and public education and outreach.	County Judge Ronnie McDonald County of Bastrop 804 Pecan Street Bastrop, Texas 78602 512-332-7201  Ms. Kariann Sokulsky, Project Coordinator KES Consulting 512-581-7116 or 512-663-3737
Endangered Species Habitat Assessments at Several Proposed Cellular One Tower Sites in Central Texas (030416, June 2003)	LAI examined 13 proposed cellular phone tower sites in Kerr, Kimble, Mason, McCulloch, Concho, and San Saba counties for potential endangered species habitat, including the black-capped vireo ( <i>Vireo atricapilla</i> ), golden-cheeked warbler ( <i>Dendroica chrysoparia</i> ), and Tobusch fishhook cactus ( <i>Sclerocactus brevihamatus</i> var. <i>tobuschii</i> ). The primary focus of the assessments, as requested by the Client, was the area for the base of the proposed antenna (approximately 50 ft x 50 ft). The area surrounding the base was also examined, on a more limited basis, up to approximately a 400-ft radius around the proposed antenna.	Benchmark Environmental Consultants 6116 N. Central Expressway, Suite 808 Dallas, Texas 75206 Ms. Meredith Harper 214-363-5996
Phase I Environmental Site Assessment for the Gallagher Ranch Headquarters property, approximately 720 acres in Bexar County, Texas (021009, June 2003)	LAI prepared a Phase I Environmental Site Assessment according to ASTM standards for a portion of the Gallagher Ranch Headquarters property. The approximately 720-acre subject property is located along State Highway 211, northwest of San Antonio, in Bexar County, Texas. LAI reviewed available information on the soils, geology, topography, and past use of the property, including a review of historical aerial photographs and U. S. Geological Survey topographic maps. LAI also conducted a field inspection of the property to document current conditions. The report supports the potential purchase of the subject property by the client.	San Antonio River Authority Mr. Gilbert Jimenez, Real Estate Division P.O. Box 839980 San Antonio, Texas 78283-9980 210-227-1373
Phase I Environmental Site Assessment for approximately 2,288 acres of the Storm Ranch in Hays County, Texas (030403, April 2003)	LAI prepared a Phase I Environmental Site Assessment according to ASTM standards for approximately 2,288 acres of the Storm Ranch. The subject property is located approximately 7.6 miles northwest of Wimberley, Hays County, Texas. The City of Austin and the Hill Country Conservancy are working together to protect the entire Storm Ranch through a conservation easement.	City of Austin Public Works Dept. P.O. Box 1088 Austin, TX 78701 Ms. Denise Skinner 512-974-7257
Endangered Species Survey of Developing Portions of the Former D.C. Reed Estate, 2003 (030401, September 2003)	LAI conducted a presence/absence endangered species survey for the golden-cheeked warbler ( <i>Dendroica chrysoparia</i> ) and black-capped vireo ( <i>Vireo atricapilla</i> ) on portions of the former D. C. Reed Estate undergoing land development (approximately 1,500 acres) during the 2003 nesting season. The survey featured the extensive use of GPS equipment during the collection of field data to assist mapping and further analysis.	The Volente Group of Texas, Ltd. P.O. Box 1729 Leander, Texas 78646 512-626-2078 (Mr. John Shipley)



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Project (LAI proj. no., report date)	Description	Client
Edwards Aquifer Authority Regional Habitat Conservation Plan Biological Advisory Team (ongoing <i>Pro bono</i> work by C. Ladd)	Mr. Clifton Ladd (Loomis Austin, Inc. Senior Biologist and Vice-President) serves on the Biological Advisory Team (BAT) of the Edwards Aquifer Authority Regional Habitat Conservation Plan (EAA HCP). The BAT was established by the State of Texas to assist the EAA in developing the regional HCP, ensuring independent, professional biological opinion regarding the Edwards Aquifer aquatic ecosystem.	Mr. Robert Hall Research Coordinator Edwards Aquifer Authority 1615 N. St. Mary's Street San Antonio, Texas 78215-1415 210-222-2204
Golden-cheeked Warbler ( <i>Dendroica chrysoparia</i> ) Recovery Team ( <i>Pro bono</i> work of C. Ladd)	Mr. Clifton Ladd (Loomis Austin, Inc. Senior Biologist and Vice-President) serves on the Recovery Team for the federally-listed endangered golden-cheeked warbler ( <i>Dendroica chrysoparia</i> ). The Recovery Team was established by the U.S. Fish and Wildlife Service to provide expert biological guidance in the recovery of the species.	Mr. Renne Lohoefer State Administrator U.S. Fish and Wildlife Service 10711 Burnet Road, Suite 200 Austin, Texas 78758
Review of Revised Working Copy DEIS: Environmental Impact Statement on the Construction and Operation of a Mixed Oxide Fuel Fabrication Facility at the Savannah River Site, South Carolina (021106, December 2002)	LAI reviewed and commented on a Draft Environmental Impact Statement for the construction and operation of a Mixed Oxide Fuel Fabrication Facility. LAI biologists provided recommendations to the Southwest Research Institute (contracted to the Nuclear Regulatory Commission) regarding the adequacy and potential areas for improvement regarding the sections on terrestrial and aquatic ecological resources, including wetlands and endangered species.	Southwest Research Institute Center for Nuclear Waste Regulatory Analyses 6220 Culebra Road San Antonio, TX 78238-5166  Dr. David R. Turner 210-522-2139
Endangered Species Surveys for the Lower Colorado River Authority, 2002 (020210, November 2002)	The Lower Colorado River Authority (LCRA) contracted with LAI to perform a complete territory mapping survey of the golden-cheeked warbler ( <i>Dendroica chrysoparia</i> ) on the Wheless Preserve during the 2002 breeding season. Primary objectives of this study were to provide updated data on warbler territories on the entire Wheless Preserve and on the two 100-acre census plots designated as prime habitat and transitional habitat. Secondary objectives were to obtain data on warbler reproduction and on the occurrence on the property of brown-headed cowbirds, invasive plant species and rare plant species. The Wheless Preserve is a part of the Balcones Canyonlands Preserve.	Ms. Shannon Breslin Lower Colorado River Authority 3700 Lake Austin Blvd. Austin, TX 78703-3504 512-473-3333
Land management planning for the City of Austin Water Quality Protection Lands (991004, July 2002)	In May 1998, Austin voters approved \$65 million in bonds to purchase approximately 15,000 acres of land and conservation easements to protect water quality. Loomis Austin teamed up with the Lady Bird Johnson Wildflower Center, The Nature Conservancy of Texas, the Trust for Public Land, and the American Institute for Learning to develop land management plans for the Water Quality Protection Lands. Tasks undertaken by LAI include hydrological studies, cultural resources, endangered species surveys, and geographic information system database management.	Mr. William Conrad City of Austin Water and Wastewater Department P.O. Box 1088 Austin, Texas 78767 512-972-0082  Dr. Steve Windhager Lady Bird Johnson Wildflower Center 4801 La Crosse Avenue Austin, Texas 78739 512-292-4200
Wetlands Assessment of the Proposed Airport at Mesa Vista Ranch, Roberts County, Texas (010207, April 2001)	This report describes a wetland determination and delineation completed for a proposed private airport runway in Roberts County, Texas. The project location was just south of the Canadian River, about 30 miles north of Pampa, Texas. The delineation was completed according to procedures specified in the US Army Corps of Engineers "Wetlands Delineation Manual," (USCE 1987). Field surveys were conducted in February 2001. The linear nature of the subject area and the scarcity of aquatic features made the use of an initial transect unnecessary, and these features were located through reconnaissance.	Client: Mr. T. Boone Pickens Mesa Vista Ranch Pampa, Texas  Project manager: Mr. Charles Taylor Crawford, Murphy & Tilly, Inc. One Memorial Drive, Suite 500 St. Louis, Missouri 63102 314-436-5500



Contract No. \_\_\_\_\_


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Project (LAI proj. no., report date)	Description	Client
Conservation Needs Assessment of Texas (000304, December 2000)	<p>Texas Tech University contracted with Loomis Austin, Inc. for assistance on a project for the Texas Parks and Wildlife Department (TPW). The goal of the study, called "Texas Parks and Wildlife for the 21st Century," was to recommend ways for TPW "to better understand, work with, and serve Texans." Loomis Austin, Inc. performed Phase II of the study, including the following four tasks:</p> <ol style="list-style-type: none"> <li>1. <u>Supply Analysis</u> – An inventory of existing parks, recreational, cultural and natural resources and associated facilities provided to the citizens of the state.</li> <li>2. <u>Goals Development</u> – To establish a baseline for the desired levels of conservation for urban recreation, rural recreation, natural heritage, open space, wildlife habitat and cultural resources through the year 2030.</li> <li>3. <u>Needs Analysis</u> – A comparative analysis of inventory data and the established goals.</li> <li>4. <u>Funding</u> – An analysis of appropriate federal, state, local, non-profit and private roles and priorities to establish an estimate of funding needed to accomplish state goals.</li> </ol>	<p>Dr. David Schmidly, President Texas Tech University Lubbock, Texas 79409-2120 806-742-2858</p> <p>Dr. Nick Parker Texas Cooperative Fish and Wildlife Research Unit Lubbock, Texas 79409-2120 806-742-2851</p> <p>Mr. Robert Cook, Executive Director Texas Parks and Wildlife Department 4200 Smith School Road Austin, Texas 78744 512-389-4800</p> <p>Mr. Andrew Sansom (Former Exec. Director of TPW) International Institute for Sustainable Water Resources Southwest Texas State University San Marcos, TX 78666 512-245-8043</p>
Conservation Easement Documentation Report for the approximately 362-acre Bending Oaks tract in southwestern Travis County, Texas (000901, December 2000)	LAI documented existing man-made improvements and environmental conditions on the subject property to support a conservation easement agreement for the City of Austin. The report described all existing improvements, including structures and roads, critical environmental features, land uses, water resources, and endangered species habitat on the property. LAI also established photostations throughout the subject property.	City of Austin Public Works and Transportation Dept. Real Estate Services P.O. Box 1088 Austin, TX 78767 (Mr. Randall Kopfer) 512- 499-7257
Conservation Easement Documentation Report for the approximately 143-acre Paschall tract in southwestern Travis County, Texas (000902, December 2000)	LAI documented existing man-made improvements and environmental conditions on the subject property to support a conservation easement agreement for the City of Austin. The report described all existing improvements, including structures and roads, critical environmental features, land uses, water resources, and endangered species habitat on the property. LAI also established photostations throughout the subject property.	City of Austin Public Works and Transportation Dept. Real Estate Services P.O. Box 1088 Austin, TX 78767 (Mr. Randall Kopfer) 512- 499-7257
Endangered Species Survey of the Citgo CASA Pipeline Crossing of the Aransas River, Refugio and San Patricio Counties, Texas (001111)	This report describes an endangered species assessment of a portion of the Citgo CASA pipeline. Included in the assessment were the black lace cactus ( <i>Echinocereus reichenbachii</i> var. <i>albertii</i> ), Attwater's greater prairie-chicken ( <i>Tympanuchus cupido attwateri</i> ), and bald eagle ( <i>Haliaeetus leucocephalus</i> ).	Citgo Pipeline Company P.O. Box 1410 Eules, Texas 76039 (Mr. Kenny Holtgreve) 817-355-4069
Golden-cheeked warbler studies for Lake Georgetown and Stillhouse Hollow Reservoir (000312, June 2000, June 2001, June 2002; September 2003)	LAI performed golden-cheeked warbler nesting season surveys for the Brazos River Authority on sites at Lake Georgetown and Stillhouse Hollow Reservoir (Williamson and Bell counties).	Brazos River Authority 4600 Cobbs Drive, Waco, Texas
Environmental Review of State Parks (000311, May 2000)	LAI assisted Presidian in evaluating several Texas state parks for future nature tourism development projects. Each environmental review included an examination of existing environmental conditions and potential environmental impacts of construction and operation of proposed visitor facilities. State parks included in the final phase were Davis Mountains (Indian Lodge), Guadalupe River, Mustang Island, Brazos Bend, Palo Duro, and Caddo Lake.	Paul Price Associates 3006 Bee Cave Road, Suite D-230 Austin, Texas 78746-5541 512-329-0155 (Mr. Paul Price)
		Presidian. L.L.C. 1920 Nacogdoches, Suite 101 San Antonio, Texas 78209 210-828-9926 (Mr. Steve Dutton)

Contract No. \_\_\_\_\_

37 of 37 Pages

Project (LAI proj. no., report date)	Description	Client
Avery Ranch Wetland Mitigation and Grassland Restoration (990832, January 2000)	LAI developed a wetland mitigation plan and a grassland restoration plan for the Avery Ranch development. The final report included existing wetland and grassland descriptions, evaluation of proposed mitigation and restoration areas, and a comprehensive list of species to be considered in the mitigation and restoration projects. Subsequent LAI engineering projects included detailed wetland creation designs.	Mr. Charles Wirtanen 2414 Exposition, Suite D-100 Austin, TX 78703 512-381-1280

<b>ACORD. CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID ST LOOMI-1	DATE (MM/DD/YYYY) 02/16/04				
<b>PRODUCER</b> Texas Associates Insurors Building 3, Suite 300 1120 Capital of Texas Hwy Sout Austin TX 78746 Phone: 512-328-7676 Fax: 512-327-8337		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.					
<b>INSURED</b>  Loomis Austin, Inc. 3103 Bee Caves Rd., suite 225 Austin TX 78746		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>				
		INSURER A: Hartford Insurance Company	22357				
		INSURER B:					
		INSURER C:					
		INSURER D:					
		INSURER E:					
<b>COVERAGES</b>							
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	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Lia  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	65SBALN3938	04/22/03	04/22/04	EACH OCCURRENCE	\$ \$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$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
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" 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	65UECTL5473	04/22/03	04/22/04	COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	65SBALN3938	04/22/03	04/22/04	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	65WECEV6495	04/22/03	04/22/04	WC STATO-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ \$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ \$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ \$1,000,000
		<b>OTHER</b>					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							
Williamson County is named as Additional Insured with respect to the General Liability							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
Williamson County c/o Michael Weaver Prime strategies 1508 S. Lamar Blvd Austin TX 78704				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 			
ACORD 25 (2001/08)				© ACORD CORPORATION 1988			



Client#: 16904

LOOMIAUS

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 02/17/04												
<b>PRODUCER</b> USI Insurance Services of TX 1948 South IH-35, Suite 301 Austin, TX 78704 512 443-0878		<b>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.</b>												
<b>INSURED</b> Loomis Austin, Inc. 3103 Bee Caves Road #225 Austin, TX 78746		<table><tr><td><b>INSURERS AFFORDING COVERAGE</b></td><td><b>NAIC #</b></td></tr><tr><td>INSURER A: St Paul Insurance Company of IL</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A: St Paul Insurance Company of IL		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>													
INSURER A: St Paul Insurance Company of IL														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														

<b>COVERAGES</b> 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 INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b> <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)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	<b>OTHER Professional Liability</b>	QP03801704	08/24/03	08/24/04	\$1,000,000 per claim \$1,000,000 annl aggr.	

<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS</b> *Except In the event of non-payment ** Supplemental Name ** Loomis Austin, Inc. Loomis Santos & Assolcates (See Attached Descriptions)	
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<b>CERTIFICATE HOLDER</b>  Williamson County c/o Michael Weaver Prime Strategies 1508 South Lamar Austin, TX 78704	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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. Zimmerman</i>
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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.

Form <b>W-9</b> (Rev. December 2000) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
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Please print or type	Name (See Specific Instructions on page 2.) <b>Loomis Austin, Inc.</b>																				
	Business name, if different from above. (See Specific Instructions on page 2.)																				
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶																				
	Address (number, street, and apt. or suite no.) <b>3103 Bee Caves Rd., Ste. 225</b>	Requester's name and address (optional)																			
	City, state, and ZIP code <b>Austin, TX 78746</b>																				
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.																					
Social security number <table border="1" style="width: 100%; height: 20px;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> or Employer identification number <table border="1" style="width: 100%; height: 20px;"> <tr> <td>7</td><td>4</td><td>2</td><td>6</td><td>5</td><td>9</td><td>3</td><td>5</td><td>8</td> </tr> </table>												7	4	2	6	5	9	3	5	8	List account number(s) here (optional)
7	4	2	6	5	9	3	5	8													
<b>Part II For U.S. Payees Exempt From Backup Withholding</b> (See the instructions on page 2.)																					

<b>Part III Certification</b> 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 2.)		
Sign Here	Signature of U.S. person ▶	Date ▶ <b>2/20/04</b>

### Purpose of Form

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

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

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

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

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

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

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

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

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

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

### Penalties:

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

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

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

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