

<b>REGULAR AGENDA</b>
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**AGENDA ITEM 21**

Discuss and consider amended plat approval of Trails End Estates.

Joe England addressed the Court. Trails End Estates is located within the ETJ of the City of Georgetown, but the lots are large enough to be exempt from city oversight under Chapter 212 of the Local Government Code of the Texas Statutes.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To grant amended plat approval of Trails End Estates.

Vote: **5 – 0**

**AGENDA ITEM 22**

Hear presentation from URS on receiving an award from the Texas Safety Association.

Lee Garrett from Unified Road System addressed the Court to make note of an award of honor in Occupational Health and Safety, which was presented to URS by the Texas Safety Association. Greg Bergeron also addressed the Court.

**AGENDA ITEM 23**

Consider approving Professional Services Agreement with Dannenbaum Engineering for Parmer Lane, SH 195 to IH 35.

Paul Petrich addressed the Court.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve Professional Services Agreement with Dannenbaum Engineering for Parmer Lane, SH 195 to IH 35.

Vote: **5 – 0**

< Attachment >

Contract No. Parmer Lane, SH 195 to IH 35 - Dannenbarr Engineering 1

### Checklist

#### Prior to Initiation of Work

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

OK  
3-19-04

OK

#### Course of Work

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

| **Contract No. Parmer Lane, SH 195 to IH 35**

**Notices (as applicable)**

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

**Documentation for Payment**

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

Contract No. Parmer Lane, SH 195 to IH 35**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 Dannenbaum Engineering Corporation (*the "Engineer"*).

WHEREAS, *County* proposes to construct a \_\_\_\_\_;

WHEREAS, *County* desires to obtain professional services for Parmer Lane Extension, SH 195 to IH-35 (*the "Project"*);

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

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

**Section I**  
**Employment of the Engineer**

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

**Section II**  
**Basic Services of the Engineer**

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

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

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**Section III**  
**Fee schedule**

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

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

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within 730 calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of




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written Notice of Reinstatement from **County. Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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

#### Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Engineer** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the **County Judge** in substantially the form of Attachment A to Exhibit I.
- C. **Engineer** shall furnish all available data and reasonable assistance necessary for the

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

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

#### Section VI Review of Work Product

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

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

#### Section VII Revision to Work Product

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

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

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

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

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**Section IX**  
**Ownership of Documents**

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

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

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

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

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

### Section XI Miscellaneous

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

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

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

ENGINEER: Dannenbaum Engineering Corporation  
3409 Executive Center Drive, Suite 129  
Austin, TX 78731

COUNTY: Williamson County (or successor)

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

Attn: File No.

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

- F. **Insurance Requirements.** **Engineer** agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent **County** becomes aware that **Engineer** is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, **Engineer** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, **County** shall not have an affirmative duty to determine if **Engineer** is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of **County** and **Engineer** and their respective successors, executors, administrators, and assigns.



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Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

- I. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. ***Taxpayer Identification.*** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. ***Compliance with Laws.*** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. ***Reports of Accidents.*** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.
- M. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- N. ***Captions Not a Part Hereof.*** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and

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Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.

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

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

THE ENGINEER:

BY: Wayne G. Ahrens

Printed Name: Wayne G. Ahrens, P.E.

Title: Principal

WILLIAMSON COUNTY:

BY: John C. Doefler 4-13-04

Williamson County Judge

Reviewed as to Form By:

County Attorney

Funds Verified By:

County Auditor

OK  
3-19-14

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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 \$ 904,608.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

**SECTION 2 - NOT-TO-BE-EXCEEDED FEE**

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

**SECTION 3 - WORK AUTHORIZATIONS**

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

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

#### **SECTION 4 - ADDITIONAL SERVICES**

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$ 1,200,00.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

#### **SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION**

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

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## ATTACHMENT A

WORK AUTHORIZATION NO. 1

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

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

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$904,608.00.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 04/01/06, unless extended by a Supplemental Work Authorization.

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

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## ATTACHMENT A (con't.)

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

ENGINEER:

By: Wayne G. Ahrens  
SignatureWayne G. Ahrens  
Printed NamePrincipal  
Title\_\_\_\_\_  
Date

COUNTY:

Williamson County, Texas

By: John C. Deerflier  
SignatureJohn C. Deerflier  
Printed NameCounty Judge  
Title4-13-04  
Date

## LIST OF EXHIBITS

- Exhibit A - Services to be Provided by County
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

OK  
m 3-19-04

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

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



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**EXHIBIT III****COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

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

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**EXHIBIT IV****PRODUCTION SCHEDULE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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**EXHIBIT VII****INSURANCE REQUIREMENTS**

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

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

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

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

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

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absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.



ACORD		CERTIFICATE OF LIABILITY INSURANCE		OP ID EX DANNE-1	DATE (MM/DD/YY) 02/25/04
PRODUCER Barmore Insurance Agency, Inc. P.O. Box 34796 Houston TX 77234 Phone: 281-484-6633 Fax: 281-484-5044		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Dannenbaum Engineering Corp. et al P O Box 22292 Houston TX 77027		INSURERS AFFORDING COVERAGE			
		INSURER A: Continental Casualty Company			
		INSURER B: Transportation Ins. Co.			
		INSURER C: Valley Forge Insurance Co			
		INSURER D: Valley Forge Insurance Co			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EMPL BENEFITS LIA GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	2053853648	06/01/03	06/01/04	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$700,000 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
C	AUTOMOBILE LIABILITY <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	C 1015348305	06/01/03	06/01/04	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	2053853049	06/01/03	06/01/04	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 1 22022126	06/01/03	06/01/04	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input 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
A	OTHER Professional Liab Ded (\$150,000)	AEA 25-405-50-21	04/01/03	04/01/04	Per Claim 2,000,000 Aggregate 4,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Re: GL/Auto-Blanket Additional Insured in favor of certificate holder when required by written contract. Re: GL/Auto/WC-Blanket Waiver of Subrogation in favor of cert holder when required by written contract.					
CERTIFICATE HOLDER		N	ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION
WILLIAMSON COUNTY % DANNENBAUM ENGINEERING CORP 3409 EXECUTIVE CTR DR, STE 129 AUSTIN TX 78731-1619		WILLI14		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 Mike Barmore, CIC, CPA	

**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.

## **APPENDIX A**

**WILLIAMSON COUNTY  
PARMER LANE EXTENSION**

**SCOPE OF SERVICES**

**I. PROJECT SUMMARY**

Williamson County has requested that Dannenbaum Engineering Corp. provide Engineering Services pertaining to the Parmer Lane Extension roadway project. Said services will include a schematic, preliminary and final roadway design. The limits of the project schematic are from State Highway 195, across Interstate Highway 35, to County Road 311, approximately 5.85 miles in length. The project schematic will provide for a four-lane divided rural arterial with depressed median. The limits of the preliminary and final design are from State Highway 195 to Interstate Highway 35, including the intersection at SH 195, approximately 5.70 miles in length. The design, and construction plans will provide for a two-lane undivided rural arterial roadway. The following is a more detailed description of the specific scope.

**II. GENERAL**

A. Information to be provided by the Williamson County includes:

1. Geotechnical investigation and report, including pavement design;
2. Environmental investigation;
3. Archeological and historical investigation;
4. Geologic Assessment for inclusion into the Water Pollution Abatement Plan;
5. Access code for project Design and Construction Manual, and Specifications control documents on internet Interchange;
6. At this project's beginning point, provide work-in-progress design documents of Parmer Lane currently being designed for the section west of SH 195.
7. Minutes of Public Meetings conducted by the County;
8. Right of way map along route corridor.
9. Acquire right-of-way and/or easements;
10. Projected traffic volumes;

B. Coordination with the Owner, Program Manager, and the Sub-Consultant(s) will include all coordination, correspondence, telephone conversations, faxes, schedule update, etc.

C. Prepare bi-weekly progress reports.

D. Update project schedule.

- E. Progress Meetings with Owner are estimated at 2 hours/meeting to inform the Owner of the project.
- F. Utility Coordination
  - 1. Coordinate with Cobb Fendley Associates to obtain existing and proposed utility location information. Utilities include but are not limited to: telecommunication, gas, electric, and water. Utilities shall be shown on plans per record drawings or construction drawings if proposed. These plans shall be provided by the utilities. If additional, more detailed location information is required, this work will be done by others.
- G. Data Collection and Review
  - 1. Dannenbaum will obtain available construction plans from the County, State, and utility owners for existing and proposed facilities within the project area.
- H. Aerial Mapping
  - 1. Dannenbaum will provide aerial mapping services for an area of approximately eight miles along the proposed roadway alignment by a minimum of one thousand feet wide. The centerline of the area will be based on information provided by Williamson County. See Attachment A for a more detailed aerial mapping scope of service from Survey and Mapping, Inc.
- I. Schematic Layout (approximately 5.85 miles)
  - 1. Review existing data.
  - 2. Prepare Right of Entry Forms.
  - 3. Survey and locate property corners and utilities along County Roads 237 and 311, SH 195, and IH 35 in project area for Schematic drawings. Perform topographic survey for the design of Parmer Lane and intersection of County Roads 237 and 311, SH 195, and IH 35. See Attachment A for a more detailed survey scope of services from Castleberry Surveying, Ltd.
  - 4. Develop Right-of-Way requirements (200 ft. ROW for Parmer Lane and an 40 ft. ROW for County Roads 237 and 311) & Drainage easements.
  - 5. Develop typical sections for a "Rural Arterial, Four-Lane Divided" roadway following Figure 5.2. Develop horizontal and vertical control.
  - 6. Develop Draft Schematic Layout Plan & Profile (scale: appropriate for field and design conditions). Schematic will be for a four-lane divided rural arterial roadway from SH 195 to County Road 311 and will include an overcrossing at IH35.
  - 7. Develop Final Schematic Layout Plan & Profile (scale: appropriate for field and design conditions).
  - 8. Provide in-house Quality Assurance / Quality Control for Schematic Layout.
- J. Preliminary Design Engineering for the Parmer Lane Extension and intersection of County Roads 237 and 311 (approximately 5.70 miles).

1. Prepare typical section for a "Rural Arterial, Two-lane Undivided" roadway following Figure 5.4 from Chapter 2 of the Williamson County Design Criteria Manual provided by the County.
  2. Develop Preliminary Design Cross Sections and Earthwork volumes utilizing "Geopak" software.
  3. Analyze drainage for design area.
  4. Prepare Preliminary Design plans.
  5. Prepare Preliminary Design cost estimate.
  6. Prepare Preliminary Engineering Design Report.
  7. Provide in-house Quality Assurance / Quality Control for Preliminary Design.
- K. Final Design based on approved Preliminary Design for the Parmer Lane Extension and intersection of County Roads 237 and 311 (approximately 5.70 miles).
1. Prepare final plans for roadway facilities consisting of:
    - Cover Sheet;
    - General Notes;
    - Quantities;
    - Typical Sections
    - Roadway Plan and Profile (scale – horizontal: 1"=20" vertical: appropriate for field conditions);
    - Drainage Area Maps and Calculations;
    - Roadway Drainage Design;
    - Cross Drainage Plan & Profile (scale: appropriate for field and design conditions);
    - Water Quality Details. This item does not include sedimentation/filtration ponds;
    - Traffic Control Plans ;
    - Traffic Control Notes and Details;
    - Striping Plans;
    - Sedimentation / Erosion Control Plans;
    - Special Details;
    - Standard Details; and
    - Cross Sections.
  2. Prepare a water pollution abatement plan (WPAP) application to the Texas Commission on Environmental Quality. Dannnebaum will prepare and submit all forms and information required for the WPAP application.
  3. Prepare and submit necessary documents for a County Permit for the proposed construction project, if required. If permitting process requires more than the estimated time included in this proposal, additional time may be addressed in a Supplemental Amendment (SA). Williamson County will be responsible for paying all fees required.

4. Prepare Project Manual.
5. Provide in-house Quality Assurance / Quality Control.
6. Prepare final quantities and cost estimate.
7. Address review comments;
8. Incorporate final review comments into Bid Documents.
9. Provide CD(s) electronic format file of design, calculations and specifications to the County Public Works and Transportation); for bidding, print a total of 10 sets of plans (blacklines) and print 10 sets of the Project Manual.

**L. Bidding**

The cost of our services for this phase is based upon taking bids on the project one time only and the award to one contractor using one set of plans, specifications and bid documents. Drawing and specifications (see I-8 above) will be distributed from the Dannenbaum Austin office. A basic schematic will be developed for the County use in publicizing the project. The County will check and tabulate the bids.

**M. Permits, Approvals and Agency Coordination**

1. The Dannenbaum team will assist the County in obtaining the following Permits and Approvals:
  - a. Williamson County Permit, if required.
  - b. Texas Department of Licensing and Regulation for ADA compliance review, where required.
  - c. Texas Department of Transportation permits and approval, where required.
2. The following permits and approvals are not included in this scope:
  - a. Section 404 Individual Permit
  - b. Sections 4(f), 6(f) or 10(a) Permits
  - c. Clearance under Chapter 26 of the Texas Parks and Wildlife Department Code
3. The DEC team will provide coordination with the following agencies not included in the above services:
  - a. County Environmental Consultant
  - b. County Geotechnical Consultant

Williamson County will be responsible for paying all fees required by the various agencies.

**Project Task Man-hour Budget (Dannnebaum)**

Exhibit D identifies the man-hour and the maximum cost development for each phase of the project

**Proposals by Sub-Consultants**

Attachment A is the proposed Scope of Services, Man-hours, and Budget from SAM, Inc. and Casteberry Surveying, Ltd.

**Project Schedule**

Exhibit C is the project work schedule.



WILLIAMSON COUNTY  
EXHIBIT D  
FEE SCHEDULE

OVERALL PROJECT BUDGET  
DANNENBAUM ENGINEERING CORPORATION  
SH 195 to IH-36 (WITH BRIDGE)  
February 19, 2004

PARMER LANE EXTENSION  
WILLIAMSON COUNTY, TEXAS

FUNCTION CODE	DESCRIPTION OF WORK TASK	SHEETS	PROJ. MGR	PROJ. \$145.00	SENIOR STRUCT./HYDR. ENG	SENIOR ENG	PROJ ENG	SENIOR ENG	PROJECT ENG	DESIGN ENG	EIT	SENIOR DESIGNER	CADD TECH	CLERICAL	TOTAL HRS	TOTAL COST PER TASK
<160>	4-LANE SCHEMATIC (5.85 MILES)															
	REVIEW EXISTING DATA		6				8		12	8		8			42	\$3,722.00
	DEVELOP ROW & DRAINAGE EASEMENTS		8		4		12		24	12	8	24	8		100	\$8,472.00
	TYPICAL SECTIONS	2	2						20			12	6		40	\$4,090.00
	HORIZONTAL & VERTICAL CONTROL		2						8			8	4		22	\$2,242.00
	DEVELOP DRAFT SCHEMATIC (1"=100')	28	12			8			40	24	8	54	32		178	\$17,234.00
	DEVELOP FINAL SCHEMATIC		8			2			24	16	8	40	24		122	\$11,306.00
<160>	PRELIMINARY COST ESTIMATE		4						16	12	12	24			68	\$5,804.00
	QUALITY ASSURANCE / QUALITY CONTROL		8		4		6								18	\$2,638.00
	SUBTOTAL	28	50	8	16	20	144	72	36	170	74	590				\$55,508.00
	PRELIMINARY ENGINEERING (2-LANE) (5.7 Miles)															
	CROSS SECTIONS & EARTHWORK VOLUMES ( GEOPAK)						40								40	\$4,360.00
	CREATE SHAPE FILES						40								40	\$4,360.00
	CREATE CRITERIA FILES						40								56	\$5,896.00
<161>	DEVELOP PRELIMINARY CROSS SECTIONS	16	8				32		16	16		24			288	\$23,908.00
	DRAINAGE AREA ANALYSIS	4							40						872	\$76,452.00
	PRELIMINARY PLANS (1"=40')	56	12				224		108			280	168		28	\$4,144.00
	QUALITY ASSURANCE / QUALITY CONTROL		8													
	SUBTOTAL	76	28	24	8	32	484	164	112	280	192	1,324				\$119,120.00
	SUBTOTAL FUNCTION 160	104	78	32	24	52	628	236	148	450	266	1,914				
	DRAINAGE ANALYSIS															
<161>	DATA COLLECTION/SITE VISIT														42	\$3,084.00
	DEVELOP PROPOSED CORRECTED CROSS SECTIONS														52	\$4,360.00
	HYDRAULIC MODEL				8				64	24					112	\$10,496.00
	PROPOSED STRUCTURE DETERMINATION														76	\$5,896.00
	REPORT		4		8				80	24				16	144	\$13,556.00
	EXHIBITS	6	4						12			12	32		76	\$4,904.00
	QUALITY ASSURANCE / QUALITY CONTROL		4		6	4									14	\$2,072.00
<161>	SUBTOTAL FUNCTION 161	6	8	22	4	44	252	72	48	18	32	516				\$44,072.00

WILLIAMSON COUNTY  
OVERALL PROJECT BUDGET  
DANNENBAUM ENGINEERING CORPORATION  
SH 195 to IH-35 (WITH BRIDGE)  
February 19, 2004

EXHIBIT D  
FEE SCHEDULE

PARMER LANE EXTENSION  
WILLIAMSON COUNTY, TEXAS

FUNCTION CODE	DESCRIPTION OF WORK TASK	SHEETS	PROJ. MGR	SENIOR STRUCT./HYDR. ENG	SENIOR ENG	PROJ. ENG	SENIOR ENG	PROJECT ENG	DESIGN ENG	EIT	SENIOR DESIGNER	CADD TECH	CLERICAL	TOTAL HRS	TOTAL COST PER TASK
<163>	FINAL DESIGN PLANS (2-LANE) (5.7 MILES)														
	TITLE SHEET	1						8	6		6	8		28	\$2,638.00
	GENERAL NOTES	1	2					2	3					15	\$1,404.00
	QUANTITIES		1					12	8	16	40	16		93	\$7,317.00
	QUANTITY SHEETS	6	1					16		8	32	24		81	\$6,817.00
	PROJECT LAYOUT	14						24			32	40		96	\$8,760.00
	SURVEY DATA (HORIZONTAL/VERTICAL CONTROL)										8			16	\$1,648.00
	TYPICAL SECTIONS	2	1					20			12	8		41	\$4,087.00
	ROADWAY PLAN & PROFILE (1"=50')	56	8					224			324	224		780	\$74,028.00
	INTERSECTION DETAILS	2	2					24			24	32		82	\$7,666.00
	DRAINAGE AREA MAPS & CALCULATIONS	6	2	4		8		40	20	16	16	24		114	\$9,002.00
	ROADWAY DRAINAGE DESIGN		2	2		4		80		24				128	\$10,866.00
	CROSS DRAINAGE PLAN/PROFILES	5	2	2				80	16	16	16	24		156	\$14,228.00
	TRAFFIC CONTROL (NOTES & DETAILS)	4						4	8			12		24	\$2,116.00
	STRIPING PLANS	6	2					40	16		16	48		122	\$11,386.00
	SEDIMENTATION/EROSION CONTROL PLANS	28	2					56	24		20	84		184	\$16,732.00
	BRIDGE LAYOUT	28	2					56		16	16	84		174	\$14,330.00
	BORING LOGS	2	1	32			46	40			52			171	\$21,083.00
	FOUNDATION LAYOUT & DETAILS	2		4					2		6	14		26	\$2,418.00
	ABUTMENTS & BENT	7		10			20		15		35	20		100	\$10,775.00
	SLAB DESIGN	2		12			48		84		48	48		240	\$25,152.00
	CONCRETE TYPICAL SECTIONS	1		6			20		30		26	20		102	\$10,734.00
	PRESTRESSED CONCRETE BEAMS	1		5			15		10		10	10		50	\$5,625.00
	FRAMING PLAN & BENT REPORT	2		3			10		25		7	20		66	\$6,601.00
	DRAIN DETAILS	2		6			16		40		20	20		102	\$10,532.00
	BRIDGE QUANTITIES & BEARING SEAT ELEV.	2		14			14		18		28	18		92	\$9,970.00
	RETAINING WALLS	1	1	2			14		29		20	20		66	\$6,783.00
	SPECIAL DETAILS	2	2	16			16		30		24	24		112	\$12,074.00
	STANDARD DETAILS	27	2					32	12		16	40		102	\$9,522.00
	BRIDGE DETAILS	17						8			12	60		80	\$6,596.00
	CROSS SECTIONS & EARTHWORK	ROLL	2					40						42	\$4,650.00
	FINAL DESIGN COST ESTIMATE		2					16	8	12	24			62	\$5,130.00
	QUALITY ASSURANCE / QUALITY CONTROL		24	16		24								64	\$9,392.00
	ADDRESS REVIEW COMMENTS		2					16			32	40		90	\$8,178.00
	BID DOCUMENTS		2					60	8				24	94	\$8,702.00
	BID PHASE		4					16			8	12		56	\$4,748.00
SUBTOTAL		231	67	130	247	12		922	413	108	910	1,002	40	3,851	\$371,698.00

WILLIAMSON COUNTY  
OVERALL PROJECT BUDGET  
DANNENBAUM ENGINEERING CORPORATION  
SH 195 to IH-35 (WITH BRIDGE)  
February 19, 2004

EXHIBIT D  
FEE SCHEDULE

PARMER LANE EXTENSION  
WILLIAMSON COUNTY, TEXAS

FUNCTION CODE	DESCRIPTION OF WORK TASK	SHEETS	PROJ. MGR \$145.00	SENIOR STRUCT. / HYDR. ENG \$152.00	SENIOR ENG \$145.00	SENIOR PROJ. ENG \$137.00	PROJECT ENG \$109.00	DESIGN ENG \$96.00	EIT \$93.00	SENIOR DESIGNER \$97.00	CADD TECH \$76.00	CLERICAL \$46.00	TOTAL HRS PER TASK	TOTAL COST PER TASK
<163>	WATER POLLUTION ABATEMENT PLAN	2	6			6	48	36	24	16	16	16	168	\$13,062.00
	WATER POLLUTION ABATEMENT PLAN	2	4	8		8	24	16	12	16	20		108	\$9,020.00
	WATER QUALITY DETAILS	4	10	8		14	72	52	36	32	36	16	276	\$22,082.00
	SUBTOTAL	235	77	138	247	26	994	465	144	942	1,038	56	4,127	\$33,164.00
<164>	GENERAL COORDINATION													
	COORDINATION WITH OWNER	60	12				16					24	112	\$19,372.00
	COORDINATION MEETINGS (8 MTGS)	24	8				24						56	\$7,312.00
	COORDINATION W/CASTLEBURY SURVEYING	12					16			8			36	\$4,260.00
	COORDINATION W/ENVIRONMENTAL CONSULTANT	12					8						20	\$2,612.00
	COORDINATION W/STEGER & BIZZELL ENGINEERING, INC.	16					24	8		12			60	\$6,868.00
	COORDINATION W/AERIAL PHOTOGRAPHER	12			4		16			24			56	\$6,392.00
	RIGHT OF ENTRY	24					48	32	16			40	160	\$19,624.00
	COORDINATION WITH TNRC	8					24	8	12			16	68	\$5,280.00
	COORDINATION WITH TXDOT	8					12	8		12			40	\$4,400.00
	PERMITS	16					40	16		16			88	\$9,768.00
	UTILITY COORDINATION	8					24	12	8				52	\$4,928.00
	INVOICE PREPARATION	24										16	40	\$4,216.00
	SUBTOTAL FUNCTION 164		224	20	4		252	84	36	72		96	788	\$33,164.00
TOTALS		345	387	212	279	122	2,126	857	376	1,482	1,336	168	7,345	\$65,316.00

WILLIAMSON COUNTY  
OVERALL PROJECT BUDGET  
DANNENBAUM ENGINEERING CORPORATION  
SH 195 to IH-36 (WITH BRIDGE)  
February 19, 2004

EXHIBIT D  
FEE SCHEDULE

PARMER LANE EXTENSION  
WILLIAMSON COUNTY, TEXAS

FUNCTION CODE	DESCRIPTION OF WORK TASK	SHEETS	PROJ. MGR	SENIOR STRUCT./HYDR. ENG	SENIOR ENG	PROJ. ENG	SENIOR ENG	DESIGN ENG	EIT	SENIOR DESIGNER	CADD TECH	CLERICAL	TOTAL HRS PER TASK	TOTAL COST PER TASK
OTHER DIRECT COSTS														
PRINTING & MISCELLANEOUS	Vellum	690 @	\$15.00	=	\$10,350.00									
	Bond	1035 @	\$10.00	=	\$10,350.00									\$695,818.00
	Mylar	345 @	\$20.00	=	\$6,900.00									
	Blueines & Printing			=	\$3,700.00									
	Photocopying	4000 @	\$0.06	=	\$240.00									\$42,140.00
TRAVEL														
	Mileage	1600 @	\$0.375	=	\$600.00									
MISCELLANEOUS REQUESTS														
				=	\$10,000.00									
	TOTAL OTHER DIRECT COSTS				\$42,140.00									
TOTAL CONTRACT COST														
TOTAL COST														
TOTAL LABOR														
OTHER DIRECT COSTS														
TOTAL COST														
CASTLEBURY SURVEYING														
SAM, INC														
TOTAL CONTRACT COST														
TOTAL COST														

## WILLIAMSON COUNTY, TEXAS

PARMER LANE EXTENSION  
SH 195 to IH-35 (WITH BRIDGE)

## FEE AS A PERCENTAGE OF CONSTRUCTION COST

February 19, 2004

CONSTRUCTION COST: \$7,553,058.00

	<u>FEE</u>	<u>% OF CONST.</u>
PRELIMINARY ENGINEERING (5.7 Miles) Includes Coordination & Expenses	\$185,374.00	2.5%
FINAL DESIGN PLANS (5.7 MILES) Includes Coordination & Expenses	\$430,616.00	5.7%
<i>TOTAL PRELIMINARY AND FINAL DESIGN:</i>	<i>\$615,990.00</i>	<i>8.2%</i>
SCHEMATIC (5.85 MILES)	\$55,508.00	0.7%
WATER POLLUTION ABATEMENT PLAN	\$22,082.00	0.3%
DRAINAGE ANALYSIS	\$44,378.00	0.6%
SURVEY	\$64,850.00	0.9%
AERIAL MAPPING SERVICES	\$101,800.00	1.3%
<i>SUBTOTAL</i>	<i>\$288,618.00</i>	<i>3.8%</i>
<i>TOTALS</i>	<i>\$904,608.00</i>	<i>12.0%</i>

DANNENBAUM ENGINEERING CORP.

WILLIAMSON COUNTY  
PARMER LANE EXTENSION  
PROPOSED SALARY RATES

	2004 Rates	2005 Rates
Principal	\$165.00	\$165.00
Senior Hydraulics Engr.	\$147.00	\$152.00
Senior Engineer	\$140.00	\$145.00
Project Manager	\$140.00	\$145.00
Senior Project Engineer	\$132.00	\$136.00
Project Engineer	\$106.00	\$109.00
Design Engineer	\$94.00	\$96.00
EIT	\$90.00	\$93.00
Senior Designer	\$94.00	\$97.00
Designer	\$78.00	\$80.00
CAD Technician	\$74.00	\$76.00
Clerical	\$45.00	\$46.00

**ATTACHMENT A**



5508 West Highway 290, Building B, Austin, Texas 78735  
Ofc 512.447.0575 Fax 512.326.3029  
sam@samincus.com www.samincaus.com

*Via Fax: (512)345-9634  
Originals via courier*

March 10, 2004

Mr. Tom Arndt, P.E.  
Dannenbaum, Inc.  
3409 Executive Center Dr.  
Suite 129  
Austin, Texas 78731

Re: **Parmer Extension - SH 195 to IH 35**  
SAM, Inc. Proposal No. P2004-00041R1

Dear Tom:

Per your request, Surveying And Mapping, Inc. (SAM, Inc.) has prepared this estimate for the above referenced project.

#### **AERIAL MAPPING SERVICES**

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

- A. All aerial mapping effort will conform to TxDOT Standards and Specifications and National Map Accuracy Standards (NMAS).
- B. The project length is approximately 8 miles in Williamson County, Texas. Mapping will be along a new alignment. A crossflight along IH 35 will be flown as well. A final alignment in digital format will be provided to SAM, Inc. before the flight mission is scheduled.
- C. The project's photo scale is  $1" = 250'$ . The aerial photography flight height will be 1,500 feet Above Mean Terrain (AMT). This project will be flown, within fourteen (14) days of placement of all control panels, and assuming weather permitting aerial photography.

#### **PROJECT SCOPE FOR AERIAL MAPPING**

- A. There will be four (4) flight lines with a total of approximately 59 color exposures. SAM, Inc. will have the film processed directly after the photo mission is accomplished. All negatives will be quality control checked by SAM, Inc.
- B. Negatives shall be scribed meeting TxDOT standards. Two (2) sets of paper contact prints will be produced from each negative film frame.
- C. All negatives will be scanned at fourteen (14) microns for use on softcopy digital photogrammetric workstations.





- D. Fully analytical digital aerial triangulation will be performed on approximately 55 stereo models using digital softcopy techniques and ORIMA triangulation software. The triangulation adjustment for each flight strip will meet NMAS requirements for producing 1:3000 scale mapping. A summary report of the triangulation results is included as a deliverable item.
- E. Mapping will include a Digital Terrain Model (DTM) consisting of breakline and mass point data suitable for producing one-foot (1') contours. TxDOT Legend for Symbolology will be used. In areas where the ground is not visible due to tree canopy or dense vegetation ground cover, the area will be outlined and defined as obscured.
- F. All electronic files shall be fully compatible with the State's MicroStation/GeoPak System without further modification or conversion.
- G. Files shall include as applicable all features listed on the State's current *Photogrammetric Mapping Legend* symbology and level structure shall be in compliance with the State's current *Photogrammetric Mapping Legend*.
- H. Color digital orthophoto images will be provided in .TIFF image format with an associated geo-reference world file at a pixel resolution of one (1') foot.

#### PROJECT DELIVERABLES FOR AERIAL MAPPING

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

- A. The aerial film negative is not a deliverable under this contract.
- B. Contact prints:
  - 1. One (1) set of contact prints will be utilized in the digital analytical aerial triangulation, and digital map compilation effort by SAM, Inc.
  - 2. Two (2) sets of contact prints of each of the photo negatives will be delivered to the Client.
- C. The scanned imagery will be utilized in support of the digital analytical aerial triangulation, digital map compilation, and Digital orthophotography generation efforts by SAM, Inc.
- D. Analytical aerial triangulation summary report.
- E. Metadata File (README.txt file)
- F. Control Drawing
- G. Digital photogrammetric data:
  - 1. MicroStation US feet (3D) DTM data file - TxDOT seed file E42033d.
  - 2. MicroStation US feet (2D) Planimetric/Contours data file - TxDOT seed file E42032d.
  - 3. Color digital orthophoto images will be provided in .TIFF image format with an associated geo-reference world file.



#### **RIGHT-OF-ENTRY ON PRIVATE PROPERTY**

It is our understanding that right-of-entry will be the responsibility of the Client and will be provided to SAM, Inc.

#### **PRIMARY CONTROL**

SAM, Inc. will recover and utilize available Texas Department of Transportation (TxDOT) control to establish the coordinates and elevations for the primary control monuments set for this project. We will set three (3) pairs of control monuments for this project consisting of a reasonably stable and permanent material such as concrete with a bronze or brass disk. Each pair will be intervisible within itself. TxDOT datasheets and control drawings for the primary control points will be provided to the Client in hard copy and ASCII digital format. All project control services will be directed by a Texas Registered Professional Land Surveyor (R.P.L.S.).

#### **HORIZONTAL AND VERTICAL GROUND CONTROL FOR AERIAL MAPPING**

Per TxDOT specifications, SAM, Inc. will set a centerline aerial panel (7' X 7' overall) at approximate 1500-foot intervals within the mapping limits based upon a control layout map prepared by SAM, Inc. photogrammetrists. There will be approximately 28 centerline panels required for the aerial photography control. A wing panel of the same dimensions as the centerline panels will be set approximately 650 feet each direction from the centerline panels. Based upon TxDOT project control, surface coordinates and elevation will be determined using static GPS and conventional leveling for each center panel. Level loops will be run from the centerline panels to each wing panel to establish wing panel elevations. The values for the panels will be provided to the photogrammetrist and to the Client in hard copy and ASCII digital format.

#### **PANEL MAINTENANCE**

Upon notification that the flight to obtain photography will occur in the next day or so, SAM, Inc. field crews will perform reconnaissance to confirm that all panels are still in place and in good condition. The fee estimate for this item assumes that the flight actually occurs and is not delayed by inclement weather or other conditions beyond SAM, Inc.'s control. A second or later reconnaissance mission is not anticipated within this scope.

#### **ADDITIONAL SERVICES**

Additional services beyond the basic scope of services as specifically described in the foregoing information will be provided by SAM, Inc. on a time and materials actually expended basis, based upon the attached SAM, Inc. Standard Corporate Rate Schedule. These additional services may include, but are not limited to:

- A. On the ground topographic survey to supplement the aerial mapping.
- B. Additional panel maintenance missions.
- C. Extending of the limits of the proposed route.
- D. Any other service not included in the basic scope.

#### **PROJECT SCHEDULE**

Project schedule will be dependent on right-of-entry and weather suitable for aerial photography. It is our understanding that the photography should be captured in leaf-off conditions. Deliverables will be completed per a mutually agreed schedule.

**ESTIMATED BUDGETS**

SAM, Inc. will provide these services on a fixed fee basis as follows:

Aerial Mapping Services	\$ 43,800.00
Survey Control Services	<u>\$ 58,000.00</u>
Total Estimated Budget	\$101,800.00
Black and White photography	(\$325.00)

Do not hesitate to call me should you have questions or need further information.

Sincerely,

S. Keith McNease, RPLS, CP  
Senior Project Manager

Cc: C. Solomon, RPLS



**STANDARD CORPORATE RATE SCHEDULE**  
Effective March 3, 2003

**SURVEY FIELD CREW SERVICES:**

Two (2) Person Survey Field Crew	\$110.00 per hour
Three (3) Person Survey Field Crew	\$130.00 per hour
Additional Rodperson, Chainperson or Flagperson	\$30.00 per hour
GPS Field Operator with Vehicle and Receiver	\$90.00 per hour
GPS Receiver (Unmanned)	\$25.00 per hour

Crew Rates include one four wheel drive vehicle. There is no mileage charge for survey crew vehicles when the job site is within fifty (50) miles of the office from which the field crew originates.

**OFFICE PERSONNEL SERVICES:**

Associate/Senior Project Manager	\$130.00 per hour
Project Manager	\$115.00 per hour
Engineer	\$110.00 per hour
Staff Surveyor	\$100.00 per hour
Senior Technician	\$72.50 per hour
Survey Technician	\$65.00 per hour
Clerical Support	\$50.00 per hour

**PHOTOGRAMMETRY SERVICES:**

Project Manager	\$99.00 per hour
Photogrammetrist	\$83.50 per hour
Aerial Triangulation Specialist	\$78.50 per hour
Digital Ortho Specialist	\$73.50 per hour
Compilation Specialist	\$73.50 per hour

**SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES:**

One (1) Designating Person	\$70.00 per hour
Project Field Coordinator	\$85.00 per hour
Records Researcher	\$85.00 per hour

**SUE UTILITY DESIGNATING SERVICES:**

This unit price is to be considered typical, not job specific, assumes a suburban project environment, and includes personnel and equipment for records research, designating, engineering, surveying, CADD, and limited traffic control.

Price per linear foot	\$1.47 per L.F.
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**SUE UTILITY LOCATE (TEST HOLE) SERVICES:**

These unit prices are to be considered typical, not job specific, and includes personnel and equipment for vacuum excavation, engineering, surveying, CAD, and limited traffic control. These prices reflect that a Quality Level B service has been provided by SAM, Inc.

Price per Test Hole	0 feet to 5 feet	\$940.00
	Over 5 feet to 12 feet	\$1,550.00
	Over 12 feet to 20 feet	\$2,400.00
	Over 20 feet	\$3,100.00



#### STANDARD CORPORATE RATE SCHEDULE – Continued

The above test hole prices reflect that the excavated material will be re-compacted within the test hole. If specialized backfill and/or specialized pavement replacement is specified for the test hole, this will be considered an additional cost and passed through to the Client at cost.

#### SUE MOBILIZATION/DEMOBILIZATION:

These costs are intended to be a one time expense compensation for mobilizing/demobilizing personnel and equipment portal to portal of office site to/from the project site.

Vacuum excavation truck (includes equipment and crew travel time)	\$ 4.60 per mile
Expert Witness	\$150.00 per hour
Interior pipe wall condition video	To be negotiated at Project assignment
Specialized Equipment (i.e., Ground Penetrating Radar)	To be negotiated at Project assignment
Permit Fees	At Cost
Agency As-Built Information (reproduction) Fees	At Cost
Other SUE related Activities	At Cost

#### UNDERSTANDING OF SERVICES:

1. Normal traffic control, including within Quality Service Levels A and B, is considered standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign. Traffic control requiring lane closures, traffic detouring, flagpersons, police, etc., is considered special traffic control. If special traffic control is to be provided by SAM, Inc., this service will be subcontracted to an approved subcontractor and billed to the Client at cost.
2. The subsurface utility engineering service assumes that all monumentation required for performing this service is pre-existing. Establishing project monumentation will be provided at a cost pre-approved by the Client.

#### Travel & Subsistence:

All travel and subsistence expenses are invoiced at actual cost plus 10% handling. Cost of mileage on company-owned vehicles is computed at the current I.R.S. mileage allowance. Cost for company-owned four wheel drive vehicles is computed at the current I.R.S. mileage allowance plus \$30.00 per day.

#### Purchased Services:

All purchased services are invoiced at actual cost plus ten percent (10%) handling. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

#### Terms:

The Client shall promptly review invoice statements and notify SAM, Inc. of any objection thereto; absent such objection in writing within fifteen (15) days from the date of invoice, the invoice shall be deemed proper and acceptable. Invoices are submitted monthly for all services rendered and are payable upon receipt. Late payments will incur a late charge of one and one-half percent (1 1/2%) per month from the original date of invoice. SAM, Inc. reserves the right to stop work should invoices not be paid within the stated terms.

#### Taxes:

Boundary surveying services and fees are subject to State and Local sales tax. 8.25% sales tax, when applicable, will be collected.

# - Castleberry Surveying, Ltd. -

Date: January 29, 2004

Job No. 40051

Tom Arndt, P.E.  
 Dannenbaum Engineering Corporation  
 2409 Executive Center Drive Suite 129  
 Austin, Texas 78731-1619  
 345-8505 345-9634 fax

Tom,

Thank you for the opportunity to provide surveying services for your firm. Please find the attached scope of work, an estimated cost for each line item and the total estimated cost as listed below.

## PROJECT: PARMER LANE EXTENSION - SH 195 TO IH 35 (SEE ATTACHED SCOPE)

Estimated total cost:

\$64,850

The above estimate does not include surveying requirements other than noted. Additional revisions and other services may be provided at \$100/hr field crew, \$125/hr GPS crew, \$40/hr drafting, \$47.50/hr for tech, \$75/hr surveyor and \$125/hr principal.

Work will be billed monthly and at the completion of the scope of work. Unless there is a written agreement between both parties stating otherwise, payment terms are "due and payable upon receipt". Any outstanding balances due past 30 days will incur a late fee of 1½% per month beginning on the 30<sup>th</sup> day past due. Client will be responsible for collection costs on past due invoices including but not limited to attorney's fees and court costs. Castleberry Surveying, Ltd. has the right (but not obligation) to cease all work on any project when fees become past due on that project or any others.

This Proposal and Contract Terms represents the entire understanding between Dannenbaum Engineering Corporation and Castleberry Surveying, Ltd., and may not be altered unless in writing and signed by both parties. The field staff of Castleberry Surveying, Ltd. do not have the authority to bind Castleberry Surveying, Ltd. to changes to this Proposal and Contract Terms. Client and Castleberry Surveying Ltd. agree and stipulate that any claims for damages by Client against Castleberry Surveying, Ltd. shall be limited to the amount paid by Client to Castleberry Surveying, Ltd. for services rendered.

If you agree with the terms set forth in these documents, your signature will be accepted as authorization to proceed with the scope of work as defined herein. Thank you again for the opportunity to submit this proposal, and we look forward to working with you.


Work will be scheduled and proceed once written acceptance is provided. This proposal is valid for 60 days.

**ACCEPTED BY:**

Castleberry Surveying, Ltd.

By: Castleberry Surveying, Inc.

General Partner

 1/30/04

By: Clyde C. Castleberry Jr., President

Date:

Tom Arndt, Dannenbaum Engineering Corporation

Date:

# - Castleberry Surveying, Ltd. -

**North Location:**  
 203 S. IH-35 Ste 101C  
 Georgetown, TX 78628

512/930-1600 (ofc)  
 512/930-9389 (fax)  
 info@castleberrysurveying.com

**South Location:**  
 2708 S. Lamar Blvd. Bldg. #2  
 Austin, TX 78704

Date: January 29, 2004

Job No. 40051

Page 2 of 2

- 1) Provide an overall strip map of the proposed alignment based on the listed tracts/property owners. Locate surface utilities and locations as provided by "One Call" and/or utility companies if available. Survey those portions of the parent tracts deemed necessary by the surveyor, and produce the exhibits and field notes for each parcel to be acquired for right of way. This includes the setting ½" iron rods with aluminum caps as necessary for the right of way parcels. The estimated cost is based on surveying the listed 24 tracts. Cost will change with the addition or deletion of tracts due to final alignment.

- a. Austin White Lime
- b. Herbert Sullivan Tract A
- c. Herbert Sullivan Tract B
- d. Zona Thompson
- e. Marvin Andres Tract A
- f. Marvin Andres Tract B
- g. Howard B. Pierce (Stapp tract) Tract A
- h. Howard B. Pierce (Stapp tract) Tract B
- i. Angela Irvine Tract A
- j. James Noack
- k. Lawrence M. Irvin
- l. Angela Irvine Tract B
- m. Angela Irvine Tract C
- n. Carrie Irvine
- o. Curtis Cassens
- p. Theon Properties
- q. Dorothy Andrews
- r. Alton Kalmbach
- s. Alton Kalmbach tower tract
- t. T. S. Properties
- u. Texas Star Tract A
- v. W. Gaswint
- w. Texas Star Tract B
- x. Texas Star Tract C

Estimated Cost: \$49,500

- 2) Provide four (4) exhibits and field notes for the four (4) proposed drainage easements.

Estimated Cost: \$1600

- 3) Provide "on-the-ground topo" for four (4) drainage areas (based on a 200'x600' cross-section area).

Estimated Cost: \$8000

- 4) Provide detailed survey (with x,y,z coordinates) of the proposed "tie in" at SH 195, CR 234, CR 237 & IH 35 including areas lying within the proposed right of way and extending approximately 200' beyond the proposed ROW.

Estimated Cost: \$5750

January 29, 2004

Job No. 40051

Page 2 of 3

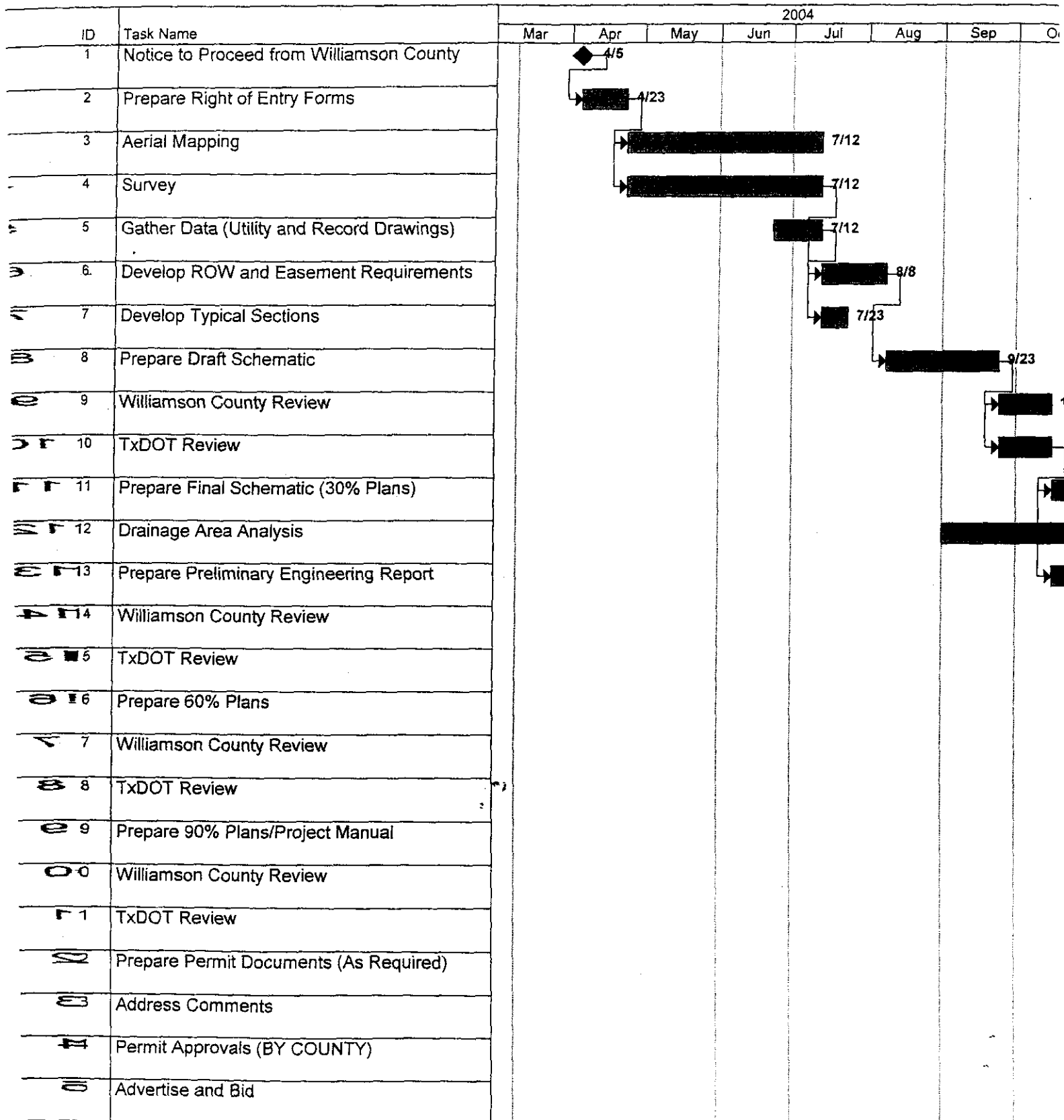
- 5) Castleberry Surveying, Ltd. provide all 2D information in AutoCad 2004 and all topographic data in LAND XML. Three (3) "paper" copies of the exhibit and field note description, signed and sealed by Registered Professional Land Surveyor, will be provided for each easement or parcel noted above.
- 6) SAM, Inc. will provide overall project control to Castleberry Surveying, Ltd, based on centerline flight panels no farther than 1200' apart and recovery maps for location.
- 7) Dannenbaum will supply necessary right of entry documents required for employees of Castleberry Surveying Inc. to enter said lands.

Acknowledged By: Tom Ardnt,  
Dannenbaum Engineering Corporation

Date:



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Willia  
Parmer Lane Ex  
Design  
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## **APPENDIX B**

February 19, 2004

Williamson County Judge John C. Doerfler's Office  
County Courthouse on the Square  
710 Main Street  
Georgetown, Texas 78626  
Attention: Michael J. Weaver  
Prime Strategies, Inc.

**RE: Statement of Qualifications for Engineering Services for the Parmer Lane Extension, State Highway 195 to Interstate Highway 35**

Dear Mr. Weaver:

**Dannenbaum Engineering Corporation (Dannenbaum)** is pleased to present our Statement of Qualifications for the above-referenced project. **Dannenbaum certifies each of the individuals proposed herein is employed by their respective firm currently and is certified in the category designated.**

The Dannenbaum Team proposes **THOMAS C. ARNDT, P.E.** as our **Project Manager**. Mr. Arndt is certified with TxDOT in the following categories: 2.5.1, 3.1.1, 3.2.1, 3.3.1, 3.4.1, 3.5.1, 3.6.1, 4.1.1, 4.2.1, 4.3.1, 4.4.1, 5.1.1, 8.1.1, 10.1.1, 10.2.1, 10.3.1. He brings 20 years of civil engineering design and construction management experience including 6 years with the Kansas Department of Transportation (KDOT) to this project. Mr. Arndt has a Bachelor's degree in Civil Engineering from Colorado State University and has been a registered Professional Engineer in Texas since 1986. Mr. Arndt is well versed in numerous transportation-related computer programs utilized for highway, roadway and structural design, hydrologic analysis and hydraulic modeling, etc. These programs include (but are not limited to): KYPipe, CULVERT, RDS, IGRDS, GEOPAK, THSYS, WINSTORM, WSPRO, HEC-1, HEC-2 and HEC-RAS. Mr. Arndt has considerable expertise in pavement design and rehabilitation techniques. Recent project experience for new location or reconstruction/widening/upgrade of existing freeway facilities and major and minor roadways including feasibility and route studies; design schematics; bridge and associated structural layouts and design; utility coordination/relocation; and preparation of complete PS&E design packages is shown in the table below.

**References for the Dannenbaum team's project manager, Mr. Arndt, PE, include:**

Project Name	Description	Contact Information
US 83, Laredo  (1998)  CC = \$8 mil.	Widening/reconstruction of 6 miles of US 83 from the Laredo City Limits south from two lanes with shoulders to a 4-lane divided highway. Included cross drainage structures, two bridges, TCP, Storm Water Pollution Prevention Plan (SW3P), signals, and construction sequencing. Mr. Arndt managed the project from schematic development through final plans, specifications and estimates (PS&E) design. Services included surveying, aerial mapping, and geotechnical engineering.	Roy Garcia, PE – TxDOT Laredo 1817 Bob Bullock Loop Laredo, TX 78043 P: (956) 712-7400 F: (956) 712-7402 E: <a href="mailto:rgarcia@dot.state.tx.us">rgarcia@dot.state.tx.us</a>

<p><i>William Cannon Drive, Austin</i></p> <p>(2002)</p> <p>CC = \$7 mil.</p>	<p>Development of preliminary schematics; re-evaluation of the environmental assessment (EA); and final design for the upgrade of 0.7 miles of 2-lane roadway to a 6-lane divided urban facility located in the Onion Creek Flood Plain in Southeast Austin. Project tasks include stream bank restoration, four water quality ponds, energy dissipater structure, and Section 4(f) analysis. Initial design includes a reinforced concrete, 3-lane pavement with curb and gutter on each side; sidewalk with rip-rap slope protection on each side; sidewalk ramps; pavement markings; storm sewer collection system; water quality ponds; storm sewer outfalls; storm water energy dissipaters; automatic barricade gate system; Onion Creek channel excavation; and stream bank restoration. A City of Austin Site Development Permit as well as Parks and Recreation, Watershed Protection Department and Texas Department of Transportation (TxDOT) approvals were required.</p>	<p>Thomas Collins, PE – City of Austin – Public Works Department, Project Management Division</p> <p>505 Barton Springs Road, Ste. 900, Austin, TX 78704</p> <p>P: (512) 974-7124</p> <p>F: (512) 974-7239</p> <p>E: <a href="mailto:thomas.collins@ci.austin.tx.us">thomas.collins@ci.austin.tx.us</a></p>
<p><i>SH 130 (MoKan) Caldwell / Guadalupe Counties</i></p> <p>(1999)</p>	<p>Route/design study for a 31-mile-long by 8-mile-wide corridor, beginning north of the City of Lockhart near US 183 and FM 1185, and ending near the City of Seguin, junctioning with IH 10. The study culminated with recommendation of a preferred alignment, development of a schematic proposal, preparation of an EIS, public hearings, and preparation of a right-of-way map including staking of the proposed right-of-way. Multi-model considerations, construction sequencing, and construction cost issues were addressed.</p>	<p>Joe Carrizales, PE</p> <p>TxDOT Austin</p> <p>7901 N. Interregional Hwy. 35</p> <p>Austin, TX 78761</p> <p>P: (512) 832-7092</p> <p>F: (512) 832-7149</p> <p>E: <a href="mailto:jcarriz@dot.state.tx.us">jcarriz@dot.state.tx.us</a></p>
<p><i>IH 35, New Braunfels</i></p> <p>(1999)</p> <p>CC = \$22.5 mil.</p>	<p>This project consisted of widening/reconstruction of 2 miles of interstate freeway, two highway grade separation interchanges, and the Guadalupe River crossing structure. The existing facility was 4 lanes widened to 8 lanes. Reconstruction of the frontage roads was also included.</p>	<p>Jerry Pavliska, PE – TxDOT</p> <p>San Antonio, 4615 NW Loop 410, San Antonio, TX 78284</p> <p>P: (830) 609-0707</p> <p>F: (830) 620-1916</p> <p>E: <a href="mailto:jpavlis@dot.state.tx.us">jpavlis@dot.state.tx.us</a></p>

Dannenbaum has completed numerous freeway, roadway and bridge projects (including single-span to complex bridges, direct connectors, multi-level interchanges and associated structures such as ramps and retaining walls) for most of the TxDOT Districts involving the same or similar work as will be required on these assignments for Williamson County. Presented in the table below are examples of the projects Dannenbaum has completed or is in the process of completing for TxDOT.

<i>Project Name/ Client</i>	<i>Year</i>	<i>CC (mil)</i>	<i>Feas Study</i>	<i>Env'l Doc</i>	<i>Widen'g/ Reconstr</i>	<i>Rte Stud/ Schem</i>	<i>PS&amp;E</i>	<i>Struct Des</i>	<i>Surv</i>
SH 130 (MoKan) (TxDOT Austin)	1999	N/A	■	■		■			■
IH 35 Main Lanes, Hillsboro (TxDOT Waco)	1998	41			■	■	■	■	■
IH 35, New Braunfels (TxDOT San Antonio)	1999	22.5			■		■	■	■
US 83, Laredo (TxDOT Laredo)	1998	8			■	■	■	■	■
IH 410, San Antonio (TxDOT San Antonio)	2000	25		■	■	■	■	■	■
IH 10, San Antonio (TxDOT San Antonio)	2003	38			■	■	■	■	■
Cuatro Vientos Rd, Webb County (TxDOT Laredo)	2001	20	■	■		■			
Loop 289, Lubbock (TxDOT Lubbock)	2000	40		■	■	■	■	■	■
SH 146 at FM 787 (TxDOT Beaumont - Evergreen Contract)	2000	2.5		■	■		■		■
US 283 (TxDOT Abilene Evergreen Contract)	2000	6		■	■	■	■	■	■
US 83 (TxDOT Abilene Evergreen Contract)	2000	4		■	■	■	■	■	■
US 84 (TxDOT Abilene Evergreen Contract)	2000	2.9		■	■	■	■	■	■
TxDOT Wichita Falls (Evergreen Contract)	2002	2	■		■	■	■	■	■
SH 276 (TxDOT Paris)	1999	39	■	■	■	■	■	■	■
US 271 (TxDOT Paris)	2000	120	■	■	■	■		■	■

Most of the above projects include structures of varying types and sizes. Presented in the table below is a sampling of specific bridge, interchange and direct connector projects Dannenbaum has completed in recent years.

<i>Project Name/Client</i>	<i>Structure Type</i>	<i>Yr</i>	<i>Project Name/Client</i>	<i>Structure Type</i>	<i>Yr</i>
IH 35 Overpass at FM 725 (TxDOT San Antonio)	(Rural) Concrete U-Beam Widening	1999	Hardy Toll Road Connector/JFK Blvd. (City of Houston)	(Urban) Curved Steel Trapezoidal Box Beam on New Location	1998
US 71/US 59 Direct Connector (TxDOT Atlanta)	(Urban) Curved Steel Trapez. Box Beam on New Loc.	1999	Stateline Underpass at US 71 (TxDOT Atlanta)	(Urban) Steel Trapezoidal Beam Road Widening	1999
IH 410 Underpass at FM 1535 (TxDOT San Antonio)	(Urban) Type IV Concrete Widening	1999	IH 410 Underpass at Blanco Rd. (TxDOT San Antonio)	(Urban) Concrete Box Beam Replacement	1999
Intern'l. Vehicle Bridge (Port of Brownsville)	(Urban) Type IV Concrete	1999	IH 35 Overpass/Chatt Road. (TxDOT Waco)	(Rural) Type IV Concrete Replacement	1998

Bicentennial Overpass Over US 83 Direct Connector (TxDOT Pharr)	(Urban) Steel Plate Girder on New Location	1996	US 83 Overpass/ Drainage Canal (TxDOT Laredo)	Type IV Concrete Widening (Urban)	1998
Intern'l Rail Bridge (Port of Brownsville)	Type 72	1999	IH 410 Braided Ramp (TxDOT San Antonio)	(Urban) Type IV Concrete on New Loc.	1999

**The Dannenbaum Team is familiar with the challenges of these types of projects and has been an active participant in helping many TxDOT Districts meet their goals on past projects.**

*The Dannenbaum Team has over 75 PE's and 15 RPLS's registered in Texas available and capable of signing and sealing work performed in accordance with TxDOT Administrative Order No. 5-89 and Administrative Circular No. 26.*  
**(♦ Project Related Experience Performed Since Precertification)**

**THOMAS C. ARNDT, PE (Dannenbaum) will lead the Route Studies and Schematic Design and Roadway Design for Major Roadways (3.2.1 and 4.2.1).** Mr. Arndt has more than 20 years total experience (including 6 years with KDOT), 16 years as a PE, and is certified by TxDOT with 19 years in both categories. **Mr. Arndt's representative projects which consisted of the above tasks includes:** *William Cannon Drive, Austin* - development of preliminary schematics; re-evaluation of the environmental assessment (EA); and final design for the upgrade of 0.7 miles of 2-lane roadway to a 6-lane divided urban facility located in the Onion Creek Flood Plain in Southeast Austin. Project tasks include stream bank restoration, four water quality ponds, energy dissipater structure, and Section 4(f) analysis. Initial design includes a reinforced concrete, 3-lane pavement with curb and gutter on each side; sidewalk with rip-rap slope protection on each side; sidewalk ramps; pavement markings; storm sewer collection system; water quality ponds; storm sewer outfalls; storm water energy dissipaters; automatic barricade gate system; Onion Creek channel excavation; and stream bank restoration. A City of Austin Site Development Permit as well as Parks and Recreation, Watershed Protection Department and Texas Department of Transportation (TxDOT) approvals were required; *IH 35, New Braunfels* - freeway widening/upgrade project involving bridge replacements and highway grade separation interchanges; *US 83, Laredo* - 6-mile widening/reconstruction project consisting of schematics, PS&E development, two bridge structures, cross drainage structures, signalization and construction sequencing; *RM 2222, Austin* - preparation of schematics for reconstruction/upgrade of 8.8 miles of 4-lane, undivided roadway to a 6 and 8-lane freeway facility with frontage roads. This project was unique in that the topography in the area included extreme elevation differentials with watersheds known to experience flash flooding as well as careful design considerations for traffic control, visual impact, and water quality issues due to the required geometric design. Mr. Arndt will be assisted by **Tommy G. Levario, PE**, with 10 years of experience in transportation engineering (including 6 years with the Michigan Department of Transportation), 5 years as a PE, and certified with 2 years in major roadway route studies and schematic design, and 6 years in major roadway design.

**DR. MICHEL MAKSOUD, PE (Dannenbaum) will lead the Major Bridge Layouts as well as the Minor and/or Major Bridge Design (3.5.1, 5.1.1 and 5.2.1) efforts for these projects.** Dr. Maksoud brings over 10 years total experience, 5 years as a PE, and is TxDOT certified with 4 years in 3.5.1 and 5.1.1, 6 years in 5.2.1. He has extensive experience in the design of major and minor bridges using accepted TxDOT and Federal procedures. **Dr. Maksoud has performed these tasks for similar projects such as:** ♦ *IH 410 Braided Ramp (2617L), San Antonio* - structural layouts and detailed design using concrete Type IV beams for IH 410 Braided Ramp 2617L for TxDOT San Antonio; *IH 45 North/Beltway 8 Interchange, Houston* - layout and design for four direct connectors; *IH 35, Laredo* - bridge and foundation layout and design for retaining walls in association with the widening/reconstruction of approximately 8 miles of IH 35 in Laredo. Dr. Maksoud will be assisted by **Danny Deng, PH.D, PE**. Dr. Deng has 13 years experience in structural engineering, 6 years as a PE, and is certified with 5 years in 3.5.1 and 6 years in 5.1.1.

**ALEJANDRO C. FLORES, PE (Dannenbaum) will prepare the Basic and Complex Hydraulic Design (10.2.1 and 10.3.1).** Mr. Flores has 26 years total experience, 20 years as a PE, and is certified with 25 years in 10.2.1 and 18 years in 10.3.1. Mr. Flores has a Masters in hydrology/hydraulics from Rice University. He is well versed in current state-of-the-art modeling software such as HEC-2, HEC-RAS, HEC-HMS, WINSTORM, WSPRO, Culvert, HY8, adICPR, and others. **Mr. Flores' experience includes such projects as: US 83 Thru McAllen** – 5-mile widening project, 2-lane to 6-lane divided section with concrete median barrier including six overpass widenings, two new overpasses, and partial reconstruction of frontage roads. The existing storm sewer system was analyzed and recommendations made which allowed additional main lanes to drain effectively using portions of the existing system; to drain without flooding for a 10-year storm; and to enhance feeder road drainage by placing parallel lines or new line to carry the 2-year design storm. **Assisting Mr. Flores will be Charles H. Celauro, PE**, who has 13 years total experience, 8 years as a PE, and is certified with 13 years in 10.2.1 and 4 years in 10.3.1; and by **Mary Mazzei, PE**, with 23 years of experience in transportation engineering (including 2 years with the Alaska Department of Transportation), 6 years as a Texas PE, and certified with 21 years in hydraulic analysis and design.

All text in this Statement of Qualifications is 12-pitch font size, as required in the SOQ requirements. Dannenbaum presents to Williamson County one of the largest highway engineering staffs in the State of Texas. We have no current assignments from Williamson County. On behalf of the Dannenbaum Team, we appreciate your time and consideration in review of our submittal.

Sincerely,



Thomas C. Arndt, P.E.  
Project Manager

Form **W-9**  
(Rev. January 2003)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name <b>Dannenbaum Engineering Corporation</b>	
Business name, if different from above <b>Same</b>	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>3100 West Alabama</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Houston, TX 77098</b>	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.


Social security number								
or								
Employer identification number								
74	1	5	5	4	6	4	4	

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ 	Date ▶ <b>2/26/04</b>
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## Purpose of Form

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

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

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

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

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

## Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.



**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). 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.

You will **not** be subject to backup withholding on payments you receive 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 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 II instructions on page 4 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 instructions below 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.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

**AGENDA ITEM 24**

**Consider approving Professional Services Agreement with Steger & Bizzell Engineering for Parmer Lane, FM 2338 to SH 195.**

**Moved: Commissioner Boatright**

**Seconded: Commissioner Hays**

**Motion: To approve Professional Services Agreement with Steger & Bizzell Engineering for Parmer Lane, FM 2338 to SH 195.**

**Vote: 5 – 0**

< Attachment >