

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 >

Contract No. Parmer Lane – FM 2338 to US 195**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 Steger & Bizzell Engineering, Inc. (*the "Engineer"*).

WHEREAS, *County* proposes to construct roadway and drainage improvements;

WHEREAS, *County* desires to obtain professional services for preliminary engineering, surveying and constructions plans for Parmer Lane from FM 2338 to State Highway 195 (*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 400 calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached 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 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

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provisions of this Agreement.

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

Section VI Review of Work Product

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

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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) 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

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advance notice of intended audits.

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

Section XI
Miscellaneous

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

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

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

ENGINEER: Steger & Bizzell Engineering, Inc.
1978 South Austin Avenue
Georgetown, Texas 78626
Attn: Perry Steger, P.E.

COUNTY: County Judge John Doerfler
710 Main Street, Suite 201
Georgetown, Texas 78626

with copy to: Honorable Gene Taylor (or successor)
Williamson County Attorney
405 Martin Luther King Jr. Street #7
Georgetown, Texas 78626
Attn: File No.

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

and to:

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

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

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- P. **Entity Status.** By my signature below, I certify that **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: _____

Printed Name: Perry C. Steger

Title: President

WILLIAMSON COUNTY:

BY: _____

John C. Daefler 4-13-04
Williamson County Judge

Reviewed as to Form By: _____

County Attorney

Funds Verified By: _____

County Auditor

OK
3-19-04

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EXHIBIT I

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COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

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

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 1,189,000.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

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

Contract No. Parmer Lane – FM 2338 to US 195

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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 \$ 1,250,000, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

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

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ATTACHMENT A

WORK AUTHORIZATION NO. _____

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Steger & Bizzell Engineering, Inc. (*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 _____.

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

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

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

Contract No. Parmer Lane – FM 2338 to US 195
ATTACHMENT A (con't.)

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

ENGINEER:	COUNTY:
_____	Williamson County, Texas
By: _____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

LIST OF EXHIBITS

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

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EXHIBIT II
HOURLY RATES

(see attached rate schedule titled “Exhibit II”)

- 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 IVPRODUCTION SCHEDULE

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

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

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EXHIBIT VPROCEDURES FOR TERMINATION OR SUSPENSIONProcedures 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.

Contract No. Parmer Lane – FM 2338 to US 195

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

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

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EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

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

Contract No. Parmer Lane – FM 2338 to US 195

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vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

Contract No. Parmer Lane – FM 2338 to US 195

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EXHIBIT VIIINSURANCE 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 \$300,000 per occurrence and \$600,000 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 \$500,000 per occurrence and \$500,000 in the aggregate. **Engineer** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.
- E. In the event **Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Engineer** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

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

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

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

APPENDIX ASCOPE OF SERVICES

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

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

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

Contract No. Parmer Lane – FM 2338 to US 195

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APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

Steger & Bizzell Engineering, Inc. is prequalified with the County to provide Professional Engineering Services for the Williamson County Road Bond Program.

Parmer Lane**Contract No.** _____**Limits: FM 2338 to State Highway 195 in Williamson County, Texas****PROJECT DESCRIPTION: Aerial surveying, environmental constraints mapping, preliminary engineering, and construction plans for the extension of Parmer Lane****EXHIBIT A****Services to be provided by Williamson County**

Williamson County will furnish to the Engineer the following items/information:

ROUTE AND DESIGN STUDIES

1. Provide Roadway Design Criteria
2. Host Design Concept Conference (DCC)
3. Coordinate meetings between Commissioners and/or County to discuss site specific alignment options.
4. Provide Geotechnical Report for pavement and bridge design.

SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

1. Coordinate meetings between individual landowners and Commissioners and/or County to discuss alignment.
2. Schedule, coordinate and conduct Public Meeting.
3. Schedule, coordinate and conduct presentation to Williamson County Commissioners.
4. Provide a full geologic and environmental assessment of the 1000' corridor.
5. Evaluate the need for permits and develop a permitting strategy (COE, FEMA, Fish and Wildlife, TCEQ) with assistance from the Engineer.

RIGHT-OF-WAY & UTILITIES

1. Furnish a list of utility contact persons and copies of utility information gathered to date.
2. Assist Engineer in coordinating with utility companies (as needed).
3. Coordinate and resolve conflicts with landowners who refuse to give right of entry or are otherwise hostile with regards to Steger & Bizzell Engineering, Inc.'s (S&B's) ability to complete the scope of services.
4. Provide a standard letter to be used to send to utilities notifying them of the proposed project.

FIELD SURVEYING AND PHOTOGRAMMETRY

1. Furnish available horizontal control points.
2. Furnish available benchmark elevations and descriptions for vertical control.
3. Furnish listing of horizontal alignment coordinates for baseline control.
4. Provide draft of right of entry request letter.

DRAINAGE

1. Verify criteria for design of drainage improvements.
2. Provide any existing drainage studies on hydraulic data if available.

MISCELLANEOUS (ROADWAY)

1. Provide Landscape Architect for input on potential parks and trails locations.

BASIC SERVICE

1. Provide the Engineer with timely reviews and decisions at the milestone dates in order to meet the anticipated design schedule.

Parmer Lane

Contract No.

Limits: FM 2338 to Hwy. 195 in Williamson County, Texas

PROJECT DESCRIPTION: Aerial surveying, environmental constraints mapping, preliminary engineering, and construction plans for the extension of Parmer Lane

EXHIBIT B

Services to be provided by the Engineer

The ENGINEER shall provide the following engineering services required for the preparation of the aerial mapping, environmental constraints mapping, preliminary engineering, construction plans and related documents for the above-referenced project.

ROUTE AND DESIGN STUDIES

1. Conduct site visit (accessible areas).
2. Attend Design Concept Conference (DCC) and prepare the DCC forms (electronic format).
2. Prepare constraints map (1"=1000'). Items to be included are:
 - a. Potential and known endangered species habitat
 - b. Known karst features
 - c. Residential/land use constraints
 - d. Previously mapped wetlands and waters of the U.S.
 - e. Recorded cultural resource sites (per a file and literature search)
 - f. Identification of the 100-year floodplain
 - g. Identification of public lands adjacent to the project
 - h. Identification 4(f) (public lands available for recreational use) and 6(f) lands (public lands purchased in whole or in part using federal funds from the Land and Water Conservation Fund)
3. Coordinate with County's environmental consultant to incorporate the environmental findings per an "on the ground" survey of the route into the constraints map. County will provide a full geologic assessment of the 1000' corridor.
4. Develop DTM from digital aerial contour maps.
5. Develop final route location by identifying individual locations along the proposed preliminary route that may have site specific constraints associated with them. For each individual location, present a maximum of two possible conceptual routes. Meet with the County, the Road Program Bond Manager and the Commissioners as appropriate to determine the preferred site specific alternative. Costs for various site specific alternatives are not included in this scope of services
6. Obtain existing traffic data and SH 195 improvement plans and ROW maps from TxDOT
7. Perform preliminary traffic study at proposed SH 195.
8. Perform at-grade interchange layout at SH 195.
9. Perform preliminary grade-separated interchange (overpass) layout at SH 195 to determine ultimate ROW requirements.
10. Prepare preliminary cost estimate for final alignment.
11. Develop schematic horizontal and vertical alignments for a final alignment.
12. Prepare schematic cross-sections and compute preliminary earthwork volumes.

SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

1. Provide technical assistance and prepare exhibits as required by the County.
2. Attend presentations to Williamson County Commissioners Court.
3. Attend meetings with individual landowners and/or commissioners and/or County. Perform a file and literature search for historic sites and summarize findings in a letter report. Per the client's request, S&B proposes to conduct a records and literature review utilizing the files and maps at the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission (THC) in order to identify known cultural resource sites within the project area as identified on the maps we receive. The files at the THC will be used to identify any listed or determined eligible for listing National Register of Historic Places (NRHP) or designated State Archeological Landmark (SAL) properties

4. Prepare a letter to SHPO regarding our findings and notifying them of the proposed project and requesting them to comment on the project.
5. Assist the County in evaluating the needs for permits and assist in determination of a permitting strategy (COE, FEMA, Fish and Wildlife, TCEQ).
6. Prepare plans and documents required for project permitting, and assist in securing all required permits and approvals

RIGHT-OF-WAY DATA

1. Secure photogrammetry estimates and GPS control diagram.
2. Secure tax plats, subdivision plats and all deeds to parcels affected.
3. Research and plot franchise utility records.
4. Prepare deed study and plots.
5. Determine right of way requirements and acreage.
6. Prepare survey plats and field notes suitable for right-of-way acquisition along route
7. Send a notification of project letter and project schematic to area utilities. Standard letter to be used will be provided by the County.

FIELD SURVEYING AND PHOTOGRAMMETRY – S&B

1. Coordinate with right of way acquisition/negotiation firm.
2. Secure right of entry through certified mail. The Williamson County Road Bond Program Manager will handle problems regarding landowners that refuse to give right of entry or are otherwise hostile with respect to the completion of this scope of services.
3. Retrieve USGS, NSG, TxDOT and other control information for survey control network.
4. Set panels for photo control and do GPS observations.
5. Stake preliminary alignment for use by County's environmental consultant to walk the line and for S&B's drainage engineer to perform a site visit and for S&B's traffic engineer to locate approximate locations of intersections for traffic study. Alignment will be staked once using the preliminary alignment provided by Williamson County. Any additional survey required to accommodate adjustments to alignment determined after environmental constraints and other constraints have been determined will be additional services.
6. Survey geotechnical bore locations. (50 bores assumed, based on 500' spacing).
7. Coordinate with Aerial Sub-consultant.

Survey Scope is based upon:

1. GPS Primary Control
 - A. S&B will set and collect data on GPS control monuments according to control diagrams supplied by the photogrammetrist. Monuments will be located so as to maximize the chance of the control surviving throughout the life of the project. S&B will utilize existing benchmarks in the project area to establish the vertical datum based on NGVD 88.
 - B. Horizontal coordinates will be established based upon the Texas State Plan Coordinate System (NAD 83 (93) HARN).
2. Aerial Panel – Secondary Control
 - A. S&B will set centerline and wing panels to control the aerial photography for this project. The panels will be set in accordance to flight needs identified by the photogrammetrist.
 - B. S&B will establish horizontal and vertical control on the panels as needed for the aerial triangulation and the topographic surveys associated with this scope of services. This network will be adjusted to the primary GPS project control outlined above.
 - C. S&B will check one (1) time all aerial panels on or prior to the day of flying so as to maximize the chance of obtaining successful photography.

FIELD SURVEYING AND PHOTOGRAMMETRY – AERIAL SUB-CONSULTANT

(See attached scope for Aerial Sub-consultant)

DRAINAGE

1. Data Collection and Existing Report Evaluation

- A. Perform research to collect available information regarding existing drainage patterns and systems within and adjacent to the project area, including existing drainage area maps, contour maps, and drainage system plans.
- B. Conduct an on-site investigation of the project.
- 2. Hydraulic Study
 - A. Hydraulic computations will be completed for proposed culverts and drainage outfall channels.
 - B. Computations shall include a check for the required year design frequency.
 - C. Hydraulic computations for this project include the use of hydraulic computer programs such as Texas Hydraulic System (THSYS), HEC-RAS, Winstorm, Federal Highway Administration Hydraulic Engineering Circulars, and other TxDOT Hydraulic Section Publications.

Performance of this study shall be in accordance with the procedures outlined in the TxDOT Hydraulic Manual and the new SW3P guidelines.

- 3. Drainage Area Maps
 - A. Major drainage areas will be identified and hydrologic information will be calculated from existing drainage area and USGS maps of the area.
 - B. A 1"=1000' drainage area map will be created from this information, including culvert locations and runoff computations.
 - C. This information gathered and calculated will be presented to the County in hydrology and hydraulic report form.
 - D. The need and preliminary locations of Storm Water Detention and Water Quality Facilities will be evaluated and identified on the plans. Preliminary locations will be coordinated with TCEQ.

CONSTRUCTION PLANS

- 1. Prepare detailed construction plans in accordance with Williamson County Road Bond Program standards, including:
 - A. Plan and profile sheets for initial two-lane roadway, including rough cut design for ultimate four-lane divided roadway
 - B. Drainage and bridge structures sufficient for four-lane roadway
 - C. Intersection design at FM 2338 and proposed Parmer Lane (coordinate with existing plans for intersection south of FM 2338)
 - D. Intersection design at County Road 245 and proposed Parmer Lane
 - E. At-grade intersection design at proposed Parmer Lane and proposed new alignment of SH 195 (coordinate with TxDOT and Arcadis Engineering)
 - F. Traffic control plans including pavement marking, signage, and signalization
 - G. Develop Project Manual
- 2. During construction phase, respond to all RFIs, make periodic inspections of progress of project, and review pay estimates and other documents as requested by County.
- 3. Review construction cost estimates
- 4. Coordinate with Road Bond Program Manager.
- 5. Coordinate with TxDOT, local municipal agencies, utility companies, and sub-consultants.
- 6. Coordinate with LCRA regarding shared right of way.
- 7. Coordinate with Geotechnical Engineer regarding soil core locations, survey ties to soil cores and interpretation of geotechnical data.
- 8. Coordinate with the County's landscape architect regarding parks and trails.
- 9. Incorporate input from landscape architects regarding parks and trails into schematic drawing.

EXCLUSIONS

- 1. A FONSI is not part of this Scope of Services.
- 2. Survey of the geologic features found by the County's environmental consultant is not a part of this Scope of Services.
- 3. Environmental/geologic assessment is not a part of this Scope of Services.
- 4. Geotechnical report is not a part of this Scope of Services.

Parmer Lane

Contract No.

Limits: FM 2338 to Hwy. 195 in Williamson County, Texas

PROJECT DESCRIPTION: Aerial surveying, environmental constraints mapping, preliminary engineering, and construction plans for the extension of Parmer Lane

EXHIBIT IV
Production Schedule and Estimated Budget

This production schedule is dependent on timely right-of-entry, weather suitable for on-the-ground surveying, aerial photography, scheduling of environmental assessments, geologic assessments, changes requested by the client and/or required by landowners, and regulatory agencies. This production schedule presumes timely execution of these items that are beyond the control of ENGINEER.

Total Project timeline: 57 weeks (400 calendar days)

Work Schedule

Production Schedule: (400 total calendar days from date of Work Authorization)

Task	Duration (calendar days)	Start (day)	Finish (day)
Obtain right-of-entry	45	1	46
Develop probable right-of-way alignment	14	41	55
Establish survey controls and aerial panels	35	55	90
Topographic mapping and orthophotography	30	60	90
Environmental assessment	60	60	120
Schematic horizontal and vertical alignments	60	120	180
Hydraulic study and TCEQ WPAP	150	175	325
Preliminary intersection layouts	45	185	230
Field notes and survey for r.o.w. acquisition	20	230	250
Detailed Construction Plans	125	275	400
Right-of-way staking	40	359	399
Project Manual, including specs and quantities	60	340	400

Estimated Budget:

Fee Schedule

Surveying:

Establish control, place aerial panels, and centerline staking:	\$28,500
Prepare field notes, plats, survey for r.o.w acquisition:	\$18,000
Stake r.o.w at 100' intervals for fence construction:	\$27,500
Topographic mapping, DTM, orthophotos:	\$40,000
(Sanborn proposal is \$32,800 but scope may change)	
Surveying subtotal:	\$114,000

Engineering:

Develop schematic alignments:	\$300,000
Perform hydraulic study and preliminary design:	\$375,000
Develop detailed construction plans:	\$350,000
Develop bid documents, including quantities:	\$50,000
Engineering subtotal:	\$1,075,000

Total: \$1,189,000

Exhibit II
STEGER & BIZZELL ENGINEERING, INC.
RATE SCHEDULE

Effective February 1, 2004
 (All Rates Per Hour)

Principal Engineer	\$148.00
Senior Engineer	\$125.00
Engineer	\$101.00
Senior Registered Surveyor	\$110.00
Registered Surveyor	\$84.00
Project Manager	\$110.00
Senior Technician	\$95.00
Engineer in Training (E.I.T.)	\$80.00
Geologist	\$75.00
Technician	\$65.00
CADD Technician/Draftsman	\$75.00
Clerical	\$60.00
Field Inspector	\$70.00

2 Man Survey Party	\$100.00
3 Man Survey Party	\$120.00
4 Man Survey Party	\$140.00

NOTE: *Expert Witness Fee is charged at 1.5 times hourly rate.*

Mileage (when appropriate) 36.5¢/mile

COPY COSTS

Type	Per Each
<i>Photo/Xerox</i>	.10
<i>Blackline:</i>	
18 x 24	2.00
24 x 36	3.00
all other sizes	1.67 sq. ft.
<i>Mylar:</i>	
18 x 24	6.00
24 x 36	10.00

These rates will remain in effect through June 30, 2005.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 03/17/04
PRODUCER Insurance Network of Texas 143 East Austin Giddings, TX 78942-3299 979 542-3666		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 Stieger & Bizzell Engineering, Inc. 1976 S Austin Ave Georgetown, TX 78626		INSURERS AFFORDING COVERAGE INSURER A: Trinity Universal Insurance Company INSURER B: Trinity Universal Insurance Co of KS INSURER C: Security National Insurance Company INSURER D: INSURER E:
		NAIC # 19887 15954 19879

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.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- PORT <input type="checkbox"/> LOC	TXP75842240305	03/27/04	03/27/05	EACH OCCURRENCE \$300,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$300,000 GENERAL AGGREGATE \$600,000 PRODUCTS - COMP/OP AGG \$600,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	TCA107900702	03/27/04	03/27/05	COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$250,000 BODILY INJURY (Per accident) \$500,000 PROPERTY DAMAGE (Per accident) \$500,000 ALTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ ALTO ONLY: AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC758422703	03/27/04	03/27/05	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Certificate Holder is added as Additional Insured in regards to the General Liability.

CERTIFICATE HOLDER	CANCELLATION
Williamson County to Attn: Judge John Doerfler 710 Main Street Georgetown, TX 78626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>R. J. Mutsaers</i>

Form **W-9**
(Rev. March 1994)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Please print or type

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

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

STEGER & BIZZELL ENGINEERING, INC.

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

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

1978 S. Austin Ave.

City, state, and ZIP code

Georgetown TX 78626

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

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

Social security number

_____|_____|_____|_____|_____|_____|

OR

Employer identification number

7|4|2|5|5|9|8|5|5

List account number(s) here (optional)

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

Part III Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature ▶

Date ▶

3-17-04

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

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

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

interest and dividend accounts opened after 1983 only), or

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

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

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

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

AGENDA ITEM 25

Consider approving General Conditions of Agreement, construction contract revisions for Williamson County Road Bond Projects.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve General Conditions of Agreement, construction contract revisions for Williamson County Road Bond Projects.

Vote: 5 – 0

< Attachment >