

**STANDARD MASTER AGREEMENT BETWEEN CLIENT AND  
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 27 day of OCTOBER, 200   , by and between Wise County  
("the Client") and Kimley-Horn and Associates, Inc., of Fort Worth, Texas ("the Consultant").

RECITALS

The Client and the Consultant desire to set forth the general terms and conditions whereby the Consultant will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO").

AGREEMENT

(1) Scope of Services. The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services") and shall be compensated as set forth below. In addition, the Consultant is authorized to perform, and will be similarly compensated therefor, Additional Services for those services the Consultant deems advisable due to emergencies, errors or other unanticipated actions by the Client's contractor(s), revised regulations governing the Consultant's services, or requirements of authorities if, in the Consultant's opinion, such Additional Services are clearly in the Client's interest, and advance authorization cannot be obtained. In the event of the performance of such Additional Services, the Consultant will notify the Client as soon as practical of the necessity, extent, and inception of the Additional Services.

(2) Client's Responsibilities. In addition to other responsibilities described in this Agreement or imposed by law, the Client shall have the following responsibilities:

(a) Designate in writing a person to act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the Consultant's services for the Project.

(b) Provide all criteria and full information as to the Client's requirements for the Project, including objectives and constraints, space, capacity and performance requirements and expectations, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the Client will require to be used or included in the drawings and specifications.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question) (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; (ii) appropriate professional interpretations of all of the foregoing; (iii) environmental assessment and impact statements; (iv) property, boundary, easement, right-of-way, topographic and utility surveys; (v) property descriptions; (vi) zoning, deed and other land use restrictions; and (vii) other special data or consultations; all of which Consultant may use and rely upon.

(e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such as legal services as the Client may require or the Consultant may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by any contractor(s) employed by the Client (hereinafter the "Contractor"), such auditing services as the Client may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the Client may require to ascertain that the Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(j) If the Client designates a person to represent the Client at the site who is not the Consultant or the Consultant's agent or employee, set forth the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of the Consultant, stating these matters in an exhibit that is to be identified, attached to, and made a part of this Agreement before such services begin.

(k) If more than one prime contract is to be awarded for construction, materials, equipment and services for the Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

(l) Furnish to the Consultant data or estimated figures as to the Client's anticipated costs for services

to be provided by others for the Client as required for the Consultant to support opinions of probable total Project costs.

(m) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(n) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(o) Bear all costs incident to compliance with the requirements of this paragraph.

(3) Period of Services. The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The Client shall pay the Consultant an amount based upon the Consultant's then current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, facsimiles, word processing computer time, and postage. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, and graphics, etc., will be billed at \$25.00 per hour.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(d) In addition to amounts payable by the Client to the Consultant hereunder, the Client shall be invoiced for and shall pay to the Consultant in accordance with these provisions all taxes, if any, whether state, local, or federal levied with respect to such amounts.

(5) Compensation for Additional Services. If upon the request of the Client, the Consultant performs Additional Services hereunder, the Client shall pay the Consultant an amount agreed to by the parties.

(6) Method of Payment

(a) Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within thirty (30) days of receipt. Interest will be added to accounts not paid within 25 days at the rate of 6% per annum, accruing on the 25<sup>th</sup> day. If the Client fails to make any payment due the Consultant for services and expenses under this or any other agreement within thirty (30) days after the Consultant's transmittal of its invoice therefor, the Consultant may, after giving notice to the Client, suspend services under this Agreement or the IPO in question until it has been paid in full all amounts due.

(b) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within thirty (30) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing.

(c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(d) The Client agrees that payment to the Consultant is not subject to any contingency.

(7) Use of Documents. All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement. They are not intended or represented to be suitable for partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without authorization of the data's creator, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data transferred.

(8) Opinions of Cost. Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids

or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(9) Termination.

(a) This Agreement will expire on September 30 of each year and can be renewed annually upon agreement by both parties. For any outstanding Individual Project Orders (IPOs) that may not be completed by September 30 of that year, it will be mutually understood that the services related to that IPO will be completed in full and this contract will be extended. Upon completion of the IPO, this contract will expire.

(b) The obligation to provide further services under this Agreement may be terminated by either party upon sixty (60) days' written notice. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(10) Insurance. The Consultant is protected by Workers' Compensation insurance, professional liability insurance, and general liability insurance for bodily injury and property damage and will exchange certificates of insurance upon request. If the Client specifically directs the Consultant to obtain increased insurance coverage, or if the nature of the Consultant's activities requires additional Workers' Compensation or similar insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(11) Liability. In performing its professional services hereunder, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. No other warranty is made or intended by the Consultant's undertaking herein or its performance of services hereunder. To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause

or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000, whichever is greater. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications.

(12) Certifications. The Consultant shall not be required to execute any certifications or other documents that might, in the judgment of the Consultant, increase the Consultant's risk or affect the availability or cost of its insurance.

(13) Expenses of Litigation. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Hazardous Substances.

(a) Unless stated in the IPO, it is agreed that the Client does not request the Consultant to perform any services or to make any determinations involving hazardous substances or conditions, as defined by federal or state law. If such services are agreed to, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services. The parties shall decide if Consultant is to proceed with testing and evaluation and may enter into further agreements as to the additional scope, fee, and terms for such services.

(c) Except to the extent of negligence, or gross negligence, if any, on the part of the Consultant in performing services expressly undertaken in connection with hazardous substances and conditions, the Client agrees

to hold harmless, indemnify, and defend the Consultant from and against any and all claims, losses, damages, liability, and costs in any way arising out or connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of the Consultant.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. However, the Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality. The Client hereby consents to the use and dissemination by the Consultant of

photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CLIENT: WISE COUNTY TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: R.R. Chase

BY: Glenn A. Gary, P.E.

ITS: COUNTY JUDGE

ITS: Vice President

ATTEST: Sherry Parker

ATTEST: Charles M. Stephens

(IF CORPORATION, AFFIX CORPORATE SEAL)



INDIVIDUAL PROJECT ORDER NUMBER   1  

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and Wise County (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated 10/27/93, which is incorporated herein by reference.

**Identification of Project:** Development Review Services

**General category of Services:** Consultant shall provide for Client, when requested, and to the extent requested by Client, Development Review Services which shall include: (1) serving as Client's professional engineering representative; (2) reviewing development site plans, preliminary plats, final plats, preliminary plans, construction plans and construction specifications for conformance with the Client's orders, rules, regulations and standards; (3) providing construction phase services; (4) any miscellaneous engineering services requested by the Client.

**Specific scope of basic Services:**

***Professional Engineering Representative***

These services will include representing the Client as its professional engineer as requested by the Client. Services may include meetings with developers to discuss preliminary development plans or meeting with State or Federal regulatory agencies to discuss items relevant to the Client.

***Review of development site plans, preliminary plats, final plats, infrastructure plans, construction plans, and construction specifications***

These services will include reviewing development site plans, preliminary plats, final plats, infrastructure plans, construction plans, and construction specifications for conformance with the Client's Development Rules and Regulations. Other services related to these may include coordination with Developer, Developer's Engineer, and Developer's Surveyor. Upon completion of the review, the Consultant will provide the Client with a letter outlining the review comments associated with the development.

***Construction Phase Services***

These services include representing the Client throughout the construction of the infrastructure improvements for the approved development. These services may include, but are not limited to, the following:

1. Visits to Site and Observation of Construction Work.

Consultant shall visit and observe the construction site(s) at intervals appropriate to the stage of construction, or as otherwise agreed to by the Client and Consultant in writing, to become familiar with the progress and quality of the work completed by the construction contractor and to determine if such work is being performed in a manner indicating that the work when completed will be generally in accordance with the Construction Plans. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations

are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment.

On the basis of on-site observations as an engineer, Consultant shall keep the Client informed of the progress and quality of such work, and shall exercise care and diligence to guard the Client against defects and deficiencies in the work and report promptly any such defects and deficiencies to the Client. Consultant shall supply the Client with a written report following each on-site visit.

The purpose of Consultant's visits to the site will be to enable Consultant to better carry out the duties and responsibilities assigned in this Agreement to Consultant during the construction phase of the Project. Consultant shall not, during such visits or as a result of such observations of the construction contractor's work in progress, supervise, direct, or have control over the contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by the contractor, for safety precautions and programs incident to the contractor's work, or for any failure of the contractor to comply with laws and regulations applicable to the contractor's furnishing and performing the construction work. Accordingly, Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the Contract Documents.

2. Recommendations with Respect to Defective Work.

Consultant shall recommend to the Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such on-site visits and observations, Consultant believes that such work will not produce a completed Project that conforms generally to the Construction Plans or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Plans.

3. Substitutes and "or-equal".

Consultant shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor, but subject to the provisions of applicable standards of state or local government entities and this Agreement.

4. Inspections and Tests.

Consultant shall require such special inspection or tests of contractor's work as Consultant deems appropriate, and receive and review certificates of inspections, tests, and approvals required by laws, regulations, rules, ordinances, codes, orders, or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Plans and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Plans. Consultant shall be entitled to rely on the results of such tests, unless Consultant is aware that such tests are defective or were improperly conducted.

5. Substantial Completion.

Promptly after notice from the contractor that the contractor considers the entire work ready for its intended use, Consultant, accompanied by the Client and the contractor, shall conduct an observation to determine if the Work is substantially complete. If after considering any objections of the Client, Consultant considers the work on the Project substantially complete, Consultant shall notify the Client and contractor and shall issue a certificate of substantial completion to the Client and the contractor. Simultaneous with Consultant's determination that the Project is substantially complete and the issuance of a certificate of substantial completion, Consultant shall, jointly with the contractor, prepare for the Client a list of incomplete or unsatisfactory items and a schedule for their completion (the "punch list"). Consultant shall observe and monitor the correction and final completion of the work. Following issuance of a certificate of substantial completion of the work, Consultant shall evaluate the completion of the work of the contractor and make recommendations to the Client when the work is ready for final inspection. Promptly after notice from the contractor that the contractor considers the entire work finally complete and all items on the punch list completed, Consultant, accompanied by the Client and the contractor, shall conduct an inspection of the Project to determine if the Work is finally complete.

6. Final Notice of Acceptability of the Work.

Consultant shall conduct a final site visit and observation to determine if the completed work of the contractor is acceptable and generally in accordance with the Construction Plans so that Consultant may recommend, in writing, acceptance of the infrastructure improvements.

7. Limitation of Responsibilities

Consultant shall not be responsible for the acts or omissions of any contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

***Miscellaneous Engineering Services***

These services will include providing requested miscellaneous engineering services such as, but not limited to, assisting developers by answering questions relating to plating and construction standards set forth in the Client's Rules and Regulations.

**Additional Services if required:** Any other services requested by the Client.

**Schedule:** Services will be provided on an as-needed basis upon receipt of development review submittals.

**Deliverables:** For each development review, Consultant will provide Client with a submittal review letter identifying whether the development is in general conformance with Client's regulations. Consultant will provide progress update letters for construction period services based upon Consultant's observations or coordination through construction.

**Method of compensation:** Services will be compensated on a reimbursable basis at the hourly rates set forth in Exhibit 1 attached hereto and incorporated herein in effect at the time of the service plus 6% to cover certain direct expenses for the Project which would include in-house duplicating, facsimile, postage, local mileage, telephone, and word processing. Other direct expenses will be invoiced at cost plus 15%. We will not perform any Additional Services without prior approval. Fees will be invoiced monthly based on services provided.

ACCEPTED:

CLIENT

KIMLEY-HORN AND ASSOCIATES, INC.

BY: R.P. Chase

BY: Glenn A. Gary, P.E.

TITLE: WISE COUNTY JUDGE

TITLE: Vice President

DATE: 10/27/03

DATE: 10/23/03

**Kimley-Horn and Associates, Inc.**

**Standard Rate Schedule**

(Hourly Rate)

Principal / Senior Principal	\$125 - \$155
Senior Professional II	\$115 - \$135
Senior Professional I	\$105 - \$125
Professional II / Registered Professional	\$ 70 - \$105
Professional / Professional I	\$ 50 - \$85
Designer	\$ 85 - \$ 90
CAD Operator	\$ 65 - \$ 80
Support Staff	\$ 40 - \$ 60
Technician	\$ 45 - \$ 85

*Effective October 1, 2002*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-102965

Date Filed:  
08/23/2016

Date Acknowledged:  
8-30-16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Kimley-Horn and Associates, Inc.  
Dallas, TX United States

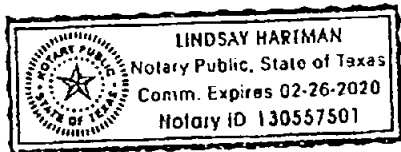
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Wise County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
FY17 Development Reviews  
Wise County Development Review Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Atz, John	Dallas, TX United States	X	
	Peed, Brooks	Dallas, TX United States	X	
	Schiller, Mike	Dallas, TX United States	X	
	Wilson, Mark	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*Sarah Underwood*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sarah Underwood, this the 23<sup>rd</sup> day of August, 2016, to certify which, witness my hand and seal of office.

*Lindsay Hartman*  
Signature of officer administering oath

Lindsay Hartman  
Printed name of officer administering oath

Accounting Assistant  
Title of officer administering oath