



Contract No. Terraccon Consultants, Inc.
Geotechnical Engineering
Construction Materials
Services

Checklist

Prior to Initiation of Work

- ☒ Signed and Executed Agreement
- ☒ Scope of Services – Appendix A
 - ☒ Exhibit A – Services to be provided by County
 - ☒ Exhibit B – Services to be provided by Engineer
 - ☒ Exhibit C – Work Schedule
 - ☒ Exhibit D – Fee Schedule
- ☐ Production Schedule – Exhibit IV
- ☐ Hourly Rates of Engineer – Exhibit II
- ☐ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Engineer by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: _____
- ☒ Contractors Qualification Statement – Appendix B
- ☒ Insurance prv - qual - fi - 1.57
 - ☐ Worker's Compensation
 - ☐ Commercial General Liability Insurance
 - ☐ Automobile Liability Insurance
 - ☐ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

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

Contract No. _____

Notices (as applicable)

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

Documentation for Payment

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

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PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "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 Terracon Consultants, Inc. (**the "Engineer"**).

WHEREAS, **County** proposes to construct various projects within County limits which will require geotechnical and material testing services;

WHEREAS, **County** desires to obtain professional services for on-call Geotechnical Engineering and Construction Materials Services as requested (**the "Project"**);

WHEREAS, **Engineer** has the professional ability and expertise to fulfill the requirements of the **Project**.

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

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by a Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.

- D. **Engineer** shall perform the following Basic Scope of Services:
 - 1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

 - 2. The following documents shall be used in the development of the **Project**, as applicable:
 - a. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (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, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. International Building Code, current edition as updated
 - i. National Electrical Code, latest edition
 - j. Williamson County Design Criteria & Project Development Manual, latest edition
 - k. TxDOT Bridge Division Foundation Manual, latest edition

 - 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.

 - 4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.

 - 5. 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.

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

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

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally 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 **Engineer's** receipt of same. 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. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

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

Section VI
Review of Work Product

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

Section VII Revision to Work Product

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

Section VIII Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES 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), 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 in the same locale.
- 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 or employee of *Engineer* shall be classified as an employee of *County*.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Engineer* are the property of *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County Judge*, shall be delivered to *County* in an organized fashion with *Engineer* retaining a copy.
- B. Any reuse by *Engineer* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Engineer's* sole risk and without liability or legal exposure to *County*. Should *Engineer* be terminated, *Engineer* shall not be liable for *County's* use of partially completed designs, plans, or specifications on this *Project* or any other project, except to the extent such documents were deemed complete or otherwise

“Accepted” or “Approved” as provided herein or represent completed work sealed by *Engineer*, or Surveyor, as applicable, as specified by professional standards.

- C. *Engineer* will not be responsible for any use 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 or use on any other project not related to *Engineer’s* services, without the specific written consent of *Engineer*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X

Maintenance of and Right of Access to Records

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

Section XI Miscellaneous

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

- B. **Venue and Governing Law.** 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 bona fide 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 bona fide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: Terracon Consultants, Inc.
5307 Industrial Oaks Blvd., Suite 160
Austin, Texas 78735
Attn: Jerry R. Weathers, P.E.

COUNTY: Williamson County Judge
Dan Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Hal C. Hawes
Legal Advisor
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

OK
m 2/18/2013

and to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
14 Galloping Road
Round Rock, Texas 78681
Attn: James Klotz, P.E.

and to: Williamson County Director of Infrastructure
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Attn: Robert B. Daigh, P.E.

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

- H. ***Successors and Assigns.*** This Agreement shall be binding upon and inure to the benefit of ***County*** and ***Engineer*** and their respective successors, executors, administrators, and assigns. Neither ***County*** nor ***Engineer*** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

- I. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

- J. ***Taxpayer Identification.*** ***Engineer*** shall provide to ***County Judge*** upon submittal of ***Engineer's*** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

- K. ***Compliance with Laws.*** ***Engineer*** shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the ***Engineer*** shall furnish the ***County*** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

- L. ***Reports of Accidents.*** Within 24 hours after ***Engineer*** becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the ***Engineer***), whether or not it results from or involves any action or failure to act by the ***Engineer*** or any employee or agent of the ***Engineer*** and which arises in any manner from the performance of this Agreement, the ***Engineer*** shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The ***Engineer*** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the ***Engineer***, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the ***Engineer's*** performance of work under this Agreement.

- M. ***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.

- N. ***Gender, Number and Headings.*** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a corporation, duly authorized to transact and do business in the State of Texas.
- Q. ***Independent Contractor Relationship.*** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- R. ***Construction.*** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- S. ***No Waiver of Immunities.*** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to ***County***, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. ***County*** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. ***Interest and Late Payments.*** ***County's*** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by ***County*** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by ***County*** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of ***County's*** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, ***County*** shall notify the party requesting payment of such an invoice of the discrepancy. Following ***County's*** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. ***County*** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. ***County's*** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. ***Texas Public Information Act.*** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

- V. ***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.

- W. ***Governing Terms and Conditions.*** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.

- X. ***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.

Section X Supplemental Terms and Conditions

- A. ***Consequential Damages.*** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

- B. ***Testing and Observations.*** **County** understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. **Engineer** will provide test results and opinions based on tests and field observations only for the work tested. **County** understands that testing and observation are not continuous or exhaustive, and are conducted to reduce -

not eliminate - project risk. **County** agrees to the level or amount of testing performed and the associated risk. **County** is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling **Engineer** so **Engineer** can perform these Services. **Engineer** is not responsible for damages caused by services not performed due to a failure to request or schedule **Engineer's** services. **Engineer** shall not be responsible for the quality and completeness of **County's** contractor's work or their adherence to the project documents, and **Engineer's** performance of testing and observation services shall not relieve **County's** contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. **Engineer** will not supervise or direct the work performed by **County's** contractor or its subcontractors and is not responsible for their means and methods.

- C. **Site Access and Safety.** **County** shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. **Engineer** will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including **County's** contractors, subcontractors, or other parties present at the site.
- D. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. **County** understands **Engineer's** layout of boring and test locations is approximate and that **Engineer** may deviate a reasonable distance from those locations. **Engineer** will take reasonable precautions to reduce damage to the site when performing Services; however, **County** accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- E. **Utilities.** **County** shall provide the location and/or arrange for the marking of private utilities and subterranean structures. **Engineer** shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. **Engineer** shall not be responsible for damage to subterranean structures or utilities that are not called to **Engineer's** attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to **Engineer**.

EXECUTED this _____ day of _____, 201____.

OK
my 2/19/2013

THE ENGINEER:

TERRACON CONSULTANTS, INC.:

WILLIAMSON COUNTY:

BY: 

BY: _____

Printed Name: James Bierschwale

Title: Senior Principal

Williamson County Judge

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

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

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$300,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 **Engineer** shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the **Engineer's** invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

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

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

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$300,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Engineer** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Engineer**.
- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2012-2013 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org.

ATTACHMENT A

WORK AUTHORIZATION NO. TEMPLATE

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 _____ (*the "Engineer"*).

Part1. 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.

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

EXECUTED this ____ day of _____, 201__.

ENGINEER:
[Insert Company Name HERE]

COUNTY:
Williamson County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

County Judge
Title

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 *(based on approved rates in PSA Exhibit II executed by Commissioners Court action – additional/new rates cannot be added through a Work Authorization)*

EXHIBIT II
HOURLY RATES

Please see

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



**SCHEDULE OF SERVICES AND FEES
GEOTECHNICAL ENGINEERING SERVICES
Williamson County, Texas
2013**

Personnel

Senior Principal / Officer / Consultant, P.E., per hour	\$170.00
Principal Geotechnical Engineer, P.E., per hour	\$140.00
Senior Geotechnical Engineer, P.E. / Sr. Geologist, P.G. / Sr. Project Manager, per hour	\$130.00
Project Manager, per hour	\$115.00
Project Geotechnical Engineer, per hour	\$105.00
Staff Geotechnical Engineer, per hour	\$95.00
Field Geologist, P.G., per hour	\$75.00
Senior Engineering Technician, per hour	\$48.00
Engineering Technician, per hour	\$44.00
Drilling / Field Services Coordinator, per hour	\$60.00
Extra Drilling Crew Member, per hour	\$50.00
Draftsman, per hour	\$70.00
Clerical Support /Administrative Staff, per hour	\$48.00

Transportation

Mileage, per mile (IRS Rate)

Reimbursable Expenses

Direct non-salary expenses incurred, identifiable, and not applicable to general overhead are billed at cost for, but not limited to, the following:

Special supplies, permits, equipment, associated drilling, sampling, field testing, on-site facilities, clearing/grading contractors, water trucks, bulldozers, security forces, surveyors, traffic control, or other support services.

OK
my 2/18/2013



**SCHEDULE OF SERVICES AND FEES
GEOTECHNICAL ENGINEERING SERVICES
Williamson County, Texas
2013**

Field Services

Mobilization of Truck-Mounted Drill Rig, each (for sites within 50 mile radius of office)	\$300.00
Addl. Mileage of Truck-Mounted Drill Rig, per mile (for sites beyond 50 mile radius of office)	\$3.50
Minimum Field Charge for Truck-Mounted Drill Rig, per day	\$700.00
Mobilization of Track/ATV-Mounted Drill Rig, each (for sites within 50 mile radius of office) ...	\$500.00
Addl. Mileage of Track/ATV Drill Rig, per mile (for sites beyond 50 mile radius of office)	\$6.00
Minimum Field Charge for Track/ATV-Mounted Drill Rig, per day	\$1,500.00
Drilling Crew hourly rate (two-man crew), per hour	\$250.00
Drilling Crew & Rig Standby Time (two-man crew), per hour	\$250.00
Extra Drilling Crew Member, per hour	\$50.00

Soil Borings, using 3-inch thin-wall tube sampling (Shelby tube) or 2-inch split-barrel sampling (SPT), depths measured from existing ground surface:

0 to 25 feet, per foot	\$14.00
25 to 50 feet, per foot	\$15.50
50 to 75 feet, per foot	\$17.00
75 to 100 feet, per foot	\$18.50
Wash or auger boring, per foot (no sampling)	\$12.00
Additional for Hollow-Stem Augering, per foot	\$6.00

Rock Coring, using Nx core barrel sampling, depths measured from existing ground surface:

Softer Rocks (e.g., Austin, Eagle Ford, Del Rio, Walnut, Glen Rose formations and similar):

0 to 25 feet, per foot	\$18.00
25 to 50 feet, per foot	\$20.00
50 to 75 feet, per foot	\$22.00
75 to 100 feet, per foot	\$24.00

Harder Rocks (e.g., Edwards, Buda, Georgetown, Comanche Peak formations and similar):

0 to 25 feet, per foot	\$20.00
25 to 50 feet, per foot	\$22.00
50 to 75 feet, per foot	\$24.00
75 to 100 feet, per foot	\$26.00

Additional Footage Charge if using Track or ATV-Mounted Drill Rig, per foot

TxDOT Cone Penetration (TCP) tests, each

Grouting of Borings with bentonite or sak-crete, per foot

Rock coring of very hard rocks such as granite, marble, schist, gneiss, etc. On request

Monitor Well / Piezometer Installation

Interior and/or Limited Access Drilling/Sampling

OK M 2/13/2013



**SCHEDULE OF SERVICES AND FEES
GEOTECHNICAL ENGINEERING SERVICES
Williamson County, Texas
2013**

Laboratory Classification Tests

Atterberg limits, each	\$55.00
Moisture content, each.....	\$8.00
Density Determination (using Shelby tube or SPT sample), each	\$15.00
Specific gravity, each.....	\$70.00
Soil pH, each	\$30.00
Soil Resistivity (Miller box method), each.....	\$125.00
Chloride & Soluble Sulfate Content, TEX-620-J, each	\$75.00

Laboratory Grain Size Tests

Sieve analysis, ASTM C 136, each.....	\$75.00
Percent Passing No. 200 Sieve, ASTM C 117, each.....	\$45.00
Combined ASTM C 136 and C 117, each.....	\$95.00
Hydrometer analysis, ASTM D 422, each	\$125.00

Laboratory Strength and Volume Change Tests

Unconfined Compression Test (soil), each.....	\$30.00
Unconfined Compression Test (rock), each	\$35.00
Triaxial Compression Tests:	
Unconsolidated-Undrained (UU), per circle	\$265.00
Consolidated-Undrained (CU), with pore pressure measurements, per circle.....	\$450.00
Direct Shear Tests:	
On Coarse-Grained Soils, per point.....	\$175.00
On Fine-Grained Soils, per point.....	\$275.00
Absorption Swell Tests:	
Free Swell, each	\$100.00
Single Pressure (at estimated overburden), each.....	\$120.00
Additional Pressures, each.....	\$50.00
Swell Pressure (controlled swell), each	\$300.00
Consolidation Test, regular with increasing load increments (max 6 loads), each	\$440.00
Additional Load Increments, each	\$50.00
Additional Unload-Reload Cycles, per cycle	\$125.00

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**SCHEDULE OF SERVICES AND FEES
GEOTECHNICAL ENGINEERING SERVICES
Williamson County, Texas
2013**

Other Laboratory Tests and Miscellaneous Items

Flexible Wall Triaxial Permeability Test (Falling Head), each	\$350.00
Optimum Moisture/Maximum Density Relations:	
ASTM D 698, each	\$170.00
ASTM D 1557, each	\$200.00
TEX-113-E, each	\$220.00
TEX-114-E, each	\$180.00
Additional Charge for Coarse Aggregate Correction (ASTM D 4718), each	\$25.00
Relative Density, ASTM D 4253 & D 4254, each	\$275.00
California Bearing Ratio (CBR), each	\$315.00
Soil-Lime Relationship (Lime Series using PI and pH methods), each	\$700.00
Sample Preparation (if required), per hour	\$48.00

Additional Comments

- A three-hour (3) minimum charge is applicable to all trips made for the performance of testing, inspection, cancellations, or consulting services. A minimum charge of 2 hours will be assessed for trips to the project site for sample pick-up only.
- All labor, equipment, and transportation charges are billed on a portal-to-portal basis from our office.
- Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.
- Unit fees for tests not listed can be quoted on request. If Client requests a test not listed above, tests will be described and a unit fee will be set forth in a Work Authorization or Supplemental Work Authorization that is agreed to in writing by the parties prior to Terracon conducting such test.
- Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.
- Material samples should be submitted in a form that complies with applicable requirements.

OK
m 2/18/2013



SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
Williamson County, Texas
2013

Personnel

Senior Principal, per hour	\$170.00
Principal, Officer, per hour	\$140.00
Senior Engineer, per hour	\$110.00
Project Manager, per hour	\$115.00
Senior Engineering Technician, per hour	\$48.00
Construction Materials Technician, per hour	\$44.00
Certified Welding Inspector, per hour	\$66.00

Transportation

Mileage, per mile	(IRS Rate)
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Concrete Field Services

Engineering technician, per hour	\$44.00
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Concrete Tests

Cylinder compression test (ASTM C 31 & C 39), 4"x8", each	\$14.00
Cylinder compression test (ASTM C 31 & C 39), 6"x12", each	\$19.00
Beam flexural test (ASTM C 293 or C 78), each	\$50.00

Masonry Field Services

Masonry technician, per hour	\$48.00
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Masonry Tests:

Compressive strength CMU block (ASTM C 140), each	\$100.00
CMU block absorption only (ASTM C 140), each	\$75.00
CMU Block prism compressive strength (ASTM C 1314), each	\$250.00
Compressive strength of grout prism (ASTM C 1019), each	\$35.00
Compressive strength of mortar cube (ASTM C 780 & C 109), each	\$16.00

OK
M 2/16/2013



**SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
Williamson County, Texas
2013**

Soils Laboratory Tests

Classification

Atterberg limits (ASTM D 4318), each	\$55.00
Sieve analysis (ATM C 136), each	\$75.00
Sieve analysis percent finer than #200 (ASTM C 117), each	\$45.00
Combined sieve analysis (ASTM C 136 and C 117)	\$95.00
Soil pH, each	\$30.00
Chloride & Soluble Sulfate Content, TEX-620-J, each	\$75.00
Hydrometer analysis, ASTM D 422, each	\$125.00
Permeability (Hydraulic Conductivity) (ASTM D 5084), each	\$350.00
Sample Preparation (if required), per hour	\$48.00

Compaction

Optimum moisture / maximum dry density relations (proctors)	
ASTM D698, each	\$170.00
ASTM D1557, each	\$200.00
Additional charge for Coarse Aggregate Correction (ASTM D4718)	\$25.00
TXDOT TEX 113E, each	\$220.00
TXDOT TEX 114E, each	\$180.00
Relative Density (ASTM 4253 and 4254), each	\$275.00

Soils Field Services

In place density / moisture test, nuclear method (ASTM D 2922/ASTM D 3017), minimum 3, each	\$18.00
Field gradation of lime treated soil, each	\$45.00
Depth check of lime treated soil, each	\$25.00
Soil pH value each	\$30.00
Soils technician, per hour	\$44.00
Soil Lime Relationship, (Lime Series) Combined pH and Atterberg Limits	\$700.00

Asphaltic Concrete Services

Asphalt technician (Level 1A and 1B), per hour	\$55.00
Molding specimens (TEX 206F), set of 3	\$57.00
Bulk specific gravity of lab molded specimens, set of 3	\$57.00
Bulk specific gravity of core specimen (TEX 207F), each	\$57.00
Maximum theoretical density (ASTM D 2041 or TEX 227F), each	\$86.00
Hveem stability (ASTM D 1560 or TEX 208F), set of 3	\$95.00
Extraction and Sieve Analysis (ASTM D 2172 or TEX 210F), each	\$225.00
Asphalt coring (6" diameter, minimum 3 per trip) Up to 6" thick, each	\$110.00

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2/18/2017
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**SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
WILLIAMSON COUNTY, TEXAS
2013**

Asphalt coring (6" diameter, minimum 3 per trip) 6 to 10" thick, each\$120.00
Asphalt coring (6" diameter, minimum 3 per trip) 10 to 14" thick, each\$155.00
Asphalt core thickness & density, each\$57.00

Drilled Pier

Senior technician, per hour\$48.00

Wood Truss & Fire Stop

Senior technician, per hour\$60.00

Structural Steel

Visual Inspection by CWI, per hour\$66.00
Ultrasonic Testing, per hourSubcontractor's Cost
Ultrasonic Testing equipment, per daySubcontractor's Cost
Ultrasonic Testing Trip FeeSubcontractor's Cost

Reinforcing Steel Detection

Senior Technician, per hour\$60.00
Hilti Ferrosan equipment, per day\$220.00

Roofing, Waterproofing and EIFS

Project Manager, Senior Roofing Professional, per hour\$125.00
Engineering Technician-Forensics/Roofing/Waterproofing, per hour\$65.00

Reimbursable Expenses

Direct non-salary project expenses for "outside" services are billed at cost. These include but are not limited to the following: travel and lodging, external consultants, environmental analytical tests, drilling, special supplies, permits, equipment, sampling, field testing, on site facilities, clearing/grading contractors, water trucks, bulldozers, security forces, surveyors, traffic control or other support services.

Remarks

A three hour minimum charge is applicable to all trips made for the performance of testing, inspection, cancellations or consulting services. A minimum charge of 2 hours will be assessed for trips to the project site for sample or cylinder pick up only.

All labor, equipment, and transportation charges are billed on a portal to portal basis from our office.

*OK
mly 2/18/2013*



**SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
WILLIAMSON COUNTY, TEXAS
2013**

Remarks (continued)

Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.

Unit fees for tests not listed can be quoted on request. If Client requests a test not listed above, tests will be described and a unit fee will be set forth in a Work Authorization or Supplemental Work Authorization that is agreed to in writing by the parties prior to Terracon conducting such test.

Rush testing and inspection services are subject to being charged at 1.5 times the quoted rate.

Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.

Material samples should be submitted in a form that complies with applicable requirements.

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the Production Schedule set out in Appendix A and/or as set out in a Work Schedule provided in a particular Work Authorization for Fee Services or Work-Ordered Based 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.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

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

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

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

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

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

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

EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including coverage on same for independent contractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1,000,000 combined single limit. **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 A

SCOPE OF SERVICES

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

THE 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.

CONSTRUCTION MATERIALS ENGINEERING & TESTING

SCOPE OF SERVICES

When requested, **Engineer** will perform testing and observation services of construction materials to verify compliance with project specifications. Testing will consist of the field and laboratory tests necessary to support the quality control program. Observation activities will typically include inspection, monitoring and site documentation to verify the uniformity of conditions. Typical activities can include the following:

Soils

Field tests most commonly performed include the following:

- In-place density tests (also referred to as compaction tests). There are several methods to test the density of soils in place. The two most common are the nuclear method and the sand cone method. In some areas of the country, the "mica" content of soils will give the nuclear density gauge a false reading, so the sand cone or drive cylinder method are still utilized. Each of these methods has an ASTM criteria that must be followed
- Moisture content tests
- Visual classification of soils
- Dynamic cone penetrometer test (to test bearing capacity in footing excavations)
- Pile load test
- Field CBR (California Bearing Ratio) for pavement thickness recommendations (relevant depending on project location)
- Plate load test (to investigate the stress/strain characteristics of the soil)

In addition to the testing that takes place in the field, laboratory testing of soils is done to verify that soil and rock materials being used during construction meet the requirements of the project plans and specifications.

Some of the more common laboratory soil test includes the following:

- Proctor (moisture density relationship test); there are two types, standard and modified. This test gives you the moisture/density curve and maximum dry density.
- Atterberg Limits (measures plasticity of soils)
- Soil classification
- Gradation and grain size analysis
- Laboratory CBR test
- Relative density test
- Moisture content test
- Triaxial tests to determine shear strength of cohesive or non-cohesive soils

Some of the on-site observation, monitoring and documentation services related to soils that *Engineer* would typically provide are as follows:

- Excavation and grading
- Subgrade proof rolling
- Quantity and placement of structural fill material
- Unsuitable soil or rock removal
- Subgrade preparation and stabilization
- Reinforced earth wall system placement
- Dewatering activities

- Drainage and runoff
- Borrow source documentation
- Lift thickness of new fill material being placed
- Deep foundation installation

Concrete

Common field and lab tests that are done to ensure compliance with project specifications typically include the following:

- Slump test (this will give you an indication as to the water content of the concrete mix; you measure the distance that the concrete "slumps" after you lift the cone that it was poured into)
- Air test (measures the amount of air in the concrete mix)
- Temperature
- Unit weight
- Test specimen preparation (making cylinders)
- Compressive strength

Field observation activities may include:

- batch plant inspection
- visual truck inspection
- placement observations
- reinforcing inspections.

Steel

Field inspection and testing may include:

- Visual inspection of welds and bolted connections
- Non-destructive testing
- X-ray of welds

Asphalt

Testing services for asphalt can include:

- Gradation tests (laboratory)
- Core thickness (field and laboratory)
- In-place density tests (field)
- Marshall density test (laboratory)
- Temperature (field)

Observation, monitoring and documentation services associated with pavements include:

- Review of mix design submittals from pavement contractor for plan and spec conformance
- Batch plant inspections
- Suitability of base course material
- Suitability of sub-grade
- Proofrolling
- Mix temperatures
- Outside temperatures (cannot pave if temperatures are too cold)
- Placement observation
- Thickness of base course and asphalt or concrete pavement material as applied

GEOTECHNICAL ENGINEERING SCOPE OF SERVICES

Geotechnical services to be provided will generally be in the form of a geotechnical report for capital improvement projects planned by Williamson County. At the initiation of a project, **Engineer** would interact with the design team and review the available information regarding the proposed project to come up with a layout of borings that includes boring spacing and depth to allow for a proper evaluation of the subsurface conditions for the project. After performance of appropriate field and laboratory programs, **Engineer** will evaluate the data accumulated in these programs and perform engineering analyses to address the geotechnical parameters desired by the Williamson County and the design team. Typical field, laboratory and engineering analyses phase components are summarized below.

Geotechnical Field Program

An initial site reconnaissance would include site observations of the surface to look for surface features useful to the geotechnical report. **Engineer** would also contact One Call services to locate utilities in public easements. Test boring locations would be measured and staked in preparation for the drilling program. GPS points can be provided for the boring locations via a hand held GPS unit.

A drilling rig and crew would then come on site to drill test borings at the staked locations to the prescribed depths. Sampling would typically consist of Shelby tube samples or the Standard Penetration Test in soils and, when possible, Nx coring in rock. The boreholes would also be checked for the presence of water. Samples would be appropriately prepared in the field and transferred to **Engineer's** laboratory.

Laboratory Testing Program

The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, grain-size analyses, and absorption pressure swell test.

Engineering Analyses and Report

The results of our field and laboratory programs will be evaluated by a registered professional geotechnical engineer. Based on the results of our evaluation, an engineering report will be prepared which will detail the results of the testing performed and will provide Logs of Boring and a project layout. The report will also provide geotechnical engineering recommendations which will address the following topics, if pertinent to the project requirements:

- Allowable bearing capacity for appropriate foundation units.
- Anticipated total and differential settlement of foundation units.
- Site preparation and earthwork recommendations.
- Below-grade wall recommendations and lateral earth pressures.
- Below-grade drainage and construction considerations.
- Seismic site classifications.
- Pavement design guidelines.
- Other geotechnical considerations deemed appropriate for the project.

Design Team Consultation and Review of Design Documents

As the design of the proposed utilities progresses, **Engineer** can be consulted as necessary by the design team in regards to questions or additional design considerations that arise subsequent to completion of **Engineer's** geotechnical report. **Engineer** can also review the design plans and specifications for conformance to the recommendations provided in our geotechnical report.

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

(Previously prequalified by Williamson County under RFQ Number: 11WCRFQ1007)