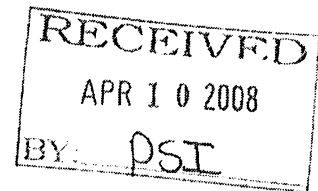


Contract No. US 79 Sec 5A & 5B Pass Through
Construction Management
Checklist



Hunt-Zollars

Prior to Initiation of Work

- ☒ Signed and Executed Agreement
- ☒ Scope of Services – Appendix A
 - ☐ Exhibit V – Services to be provided by County
 - ☐ Exhibit IX – 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 - Exhibit II
 - ☐ 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 *pre-qualification / RFP & interview process*
- ☒ Insurance
 - ☐ Worker's Compensation
 - ☐ Commercial General Liability Insurance
 - ☐ Automobile Liability Insurance
 - ☐ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

- ☐ Original 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

Notices (as applicable)

Contract No. _____

- ☐ 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
 - o Supporting Documentation
 - o Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - o Proof of prior payment by Engineer of Reimbursables

Contract No. _____

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 Huitt-Zollars, Inc. (**the "Engineer"**).

WHEREAS, *County* proposes to construct various transportation projects;

WHEREAS, *County* desires to obtain Professional Engineering Services for inspection of the construction phase of the project known as US 79, Section 5B and US 79, Section 5A Pass Through Finance project (**the "Project"**);

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

WHEREAS, *Engineer* agrees to provide the Professional Engineering Services as more fully set forth in Exhibit IX ("Scope of Services");

WHEREAS, all of the Professional Engineering Services to be provided by *Engineer* pursuant to this Agreement are professional services, the essence of which entails the provision of advice, judgment, or opinion;

WHEREAS, the *County* has separately contracted with a separate engineering firm or individual (**the "Designer"**) for the preparation of the Plans, Specifications, and Estimates (**the "PS&E"**) for the *Project*.

NOW, THEREFORE, *County* and *Engineer* agree to the performance of the Professional Engineering 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 the 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 writing by the County Judge (**individually or collectively the "County Judge"**). The *County Judge* shall have complete authority for the purpose of resolving disputes arising under this Agreement. The *County Judge's* decision shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

However, nothing in this Section I or in any other provision of this Agreement regarding submission of disputes to the **County Judge** and the **County Judge's** ability to resolve disputed matters shall be construed to establish anything other than a *de novo* standard of review by a court of competent jurisdiction in the event that the parties hereto avail themselves of their right to seek civil remedies for any dispute. In the event of a dispute between the terms and conditions of this provision and any other provision of this Agreement, the terms and condition of this provision shall govern.

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 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.

Section II Professional Services of the Engineer

- A. In consideration of the compensation herein provided, **Engineer** shall perform Professional Engineering Services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a work authorization substantially in the form of Exhibit II ("Work Authorization"), attached to this Agreement.
- C. **County** shall provide **Engineer** with all Plans, Specifications, and Estimates (PS&E) 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 Professional Engineering Services:
 - 1. The basic Scope of Services shall generally consist of all elements of Professional Engineering Services required for the **Project** (as more fully set out in Exhibit IX to this Agreement, "Scope of Service"), satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

Section III Fee schedule

- A. For and in consideration of the performance by **Engineer** of the Professional Engineering Services 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 III. Exhibits I and III 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 IV, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Engineer's* services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on *Engineer*.

Section IV Period of Service

- A. *Engineer* shall perform the Professional Engineering Services described in Exhibit IX, the Scope of Services.
- 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 construction contract award and construction of the *Project*, including warranty periods provided by the contractor pursuant to the construction contract and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all work as described in the Scope of Services upon receipt by *Engineer* of *County's* written Work Authorization.
- 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 VI, 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 material failure of the other party to perform in accordance with the terms of this Agreement (the materiality 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 material 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 VI upon issuance or receipt of such notice. In the event of termination of this Agreement because of the material 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, in writing, 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 that in Exhibit II.
- C. **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 known constraints affecting the **Project**.
- D. **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 Engineer's Instruments of Service

- A. **Engineer's** engineering Instruments of Service will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports and supporting documents, (*the "Instruments of Service"*), shall be submitted by **Engineer** on or before the date specified in Exhibit IX. Upon receipt of the Instruments of Service, the submission shall be checked for acceptance. "Acceptance" shall mean that in the **County Judge's** opinion substantial conformance with the requirements of the Scope of Service of this Agreement has been achieved. The acceptability of any Instruments of Service submitted to **County** shall be determined by **County** within fourteen (14) days of such submittal and **County** shall notify **Engineer** in writing within such 14-day period if such work product has been found to be acceptable.
- C. If the submission is acceptable, **County** shall notify **Engineer**, in writing within fourteen (14)

days of the submission, that the submission is acceptable.

- D. If the submission is deemed not acceptable, **County** shall notify **Engineer**, who shall perform such Professional Engineering Services as are required to make the Instruments of Service in conformance with the Scope of Services and resubmit it to **County**. This process shall be repeated until a submission is deemed acceptable.
- E. **County** shall review the Instruments of Service for conformance with the Scope of Services. If necessary, the Instruments of Service shall be returned to **Engineer**, who shall perform any required Professional Engineering Services and resubmit it to **County**. This process shall be repeated until the Instruments of Service is accepted.
- F. After acceptance, **Engineer** shall perform any required modifications, changes, alterations, corrections, and additional work necessary to receive final approval by the **County Judge**. "Approval" in this sense shall mean formal recognition that the Scope of Services have been fully performed and submitted in conformance with Exhibit IX.
- G. After approval of final Instruments of Service, **Engineer** shall without additional compensation perform any Professional Engineering Service required as a result of **Engineer's** development of the Instruments of Service which is found to be in error or omission due to **Engineer's** negligence. However, any Professional Engineering Services required or occasioned for the convenience of **County** after approval of a final Instruments of Service shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Engineer's** Instruments of Service as conforming, 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 Instruments of Service

Engineer shall make, without expense to **County**, such revisions to the Instruments of Service as may be required to correct negligent acts, errors or omissions that result from **Engineer's** Scope of Service herein so the Instruments of Service meets the Quality Assurance Plan, but after the approval of the Instruments of Service 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 Instruments of Service, which are found to be negligent acts, error or omission as a result of the **Engineer's** development of the Instruments of Service, at any time, without additional compensation. Nothing in this Section or any other provision of this Agreement shall require **Engineer** to make any revisions or changes to the PS&E developed and provided by **Designer** except as necessary to comply with the desired *Scope of Services* as detailed in Exhibit IX related to performance of duties necessary to comply with Part III Section E of the Texas Pollution Discharge Elimination System (TPDES) permit TXR150000. The **Engineer**

shall be considered "engaged", as described in Section 137.33 of the Texas Engineering Practice Act and Rules Concerning The Practice of Engineering and Professional Engineering Licensure, upon execution of this Agreement by all parties. 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 it or someone under its 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, applicable to the Scope of Services described Exhibit IX to this Agreement, properly waivable by the *County Judge*.
- C. **ENGINEER SHALL INDEMNIFY, AND HOLD HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONSULTANTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ANY OTHER PARTY, OTHER THAN ITSELF OR THAT OF ITS SUBCONSULTANTS AND FOR A SUBCONSULTANT ONLY AS A DIRECT RESULT OF NEGLETENT ACTS, ERRORS, OR OMISSIONS WHILE PERFORMING PROFESSIONAL SERVICES PURSUANT TO THE SCOPE OF THIS AGREEMENT.**
- D. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a 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 and shall not be responsible for proposals, bids, or the construction costs, should they vary from *Engineer's* opinions of probable costs.
- E. *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.

- F. **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.
- G. 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**.
- H. **Engineer** shall furnish all equipment, transportation, supplies, and materials required for its performance of the Professional Engineering Services as set forth in the Scope of Services attached as Exhibit IX to this Agreement. ✓
- I. **Engineer** shall place its Texas Professional Engineer's seal of endorsement on all documents of Instruments of Service furnished to **County**, as required by law.
- J. **Engineer** is an independent contractor under this Agreement. Neither it nor any officer, agent or employee of **Engineer** shall be classified as an employee of **County**.
- K. **Safety.** The **Engineer** shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the Project construction, for the acts or omissions of the contractor, subcontractors, any of their agents or the subcontractors' employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the contract documents; provided however, the **Engineer** shall not be relieved from its obligation to notify the County or any other applicable authority of any unsafe condition resulting from an act, omission or failure on the part of the construction if **Engineer** becomes aware of such an unsafe condition in the normal course of providing its Scope of Services or as otherwise required by the **Engineer's** professional duties as prescribed by the Rules of Professional Practice promulgated by the Texas Board of Professional Engineers.

No provision of this Agreement requires **Engineer** to make exhaustive inspections of the contractor's work under the construction contract for the **Project**. **Engineer's** inspections, observations, and documentation of construction activities and work is to confirm the construction's conformance with the PS&E and acceptable engineering standards and practices.

The County shall enter into a third party contract for the construction of the project. The contract between the County and the contractor shall require the contractor to indemnify the **Engineer** and name the **Engineer** as additional insured under contractor's commercial

general liability, builder's risk, and umbrella liability coverage for the insured liabilities assumed by the contractor. The contractor's insurance coverage shall be primary insurance for the insured liabilities under the Agreement with respect to the contractor, its officers, directors, agents and consultants including the *Engineer*.

The construction contractor retained by the County has sole responsibility for providing materials, means, and methods of construction, for controlling the individual work area and safety of said areas for all parties.

The *Engineer* shall be responsible for taking all appropriate steps to ensure the safety of its employees in connection with its performance of the services provided under this agreement.

Section IX Ownership of Documents

- A. Any and all Instruments of Service, 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 Instruments of Service on this *Project* or any other project, except to the extent such Instruments of Service were deemed complete or otherwise "Accepted" or "Approved" as provided herein 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 Instruments of Service described in subsection A performed by any entity without the specific written consent of *Engineer*. Any modification by an entity or individual other than the *Engineer* as described in this paragraph shall be made in accordance with all applicable professional standards and shall necessitate the removal of the *Engineer's* Texas Professional Engineer's seal of endorsement from all such modified documents.

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* 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. **County** also agrees to compensate **Engineer** for services performed pursuant to this Section as requested by **County**, or by a third-party pursuant to a validly determined Texas Public Information Act request. For any such services, **Engineer** shall receive the additional services compensation described in Exhibit IV, which is attached hereto and made a part hereof.

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 VII, 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: Huitt-Zollars, Inc.
3701 Executive Center Drive, Ste. 101
Austin, Texas 78731
Attn: Kenneth L. 'Zeke' Zieschang, P.E.

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

with copy to: Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626
Attn: File No. _____



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: Mike Snare, 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 VIII, 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 on or relating to the Project 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.** All of the Exhibits 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. **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.
- R. **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.
- 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 the Professional Engineering 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 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 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.
- Y. **No Third-Party Beneficiaries.** No provision of this Agreement shall be construed to establish a cause of action in favor of any party other than the parties hereto. It is the express intention of the *County* and the *Engineer* that there be no third-party beneficiaries to this Agreement.
- Z. **Waiver of Consequential Damages.** *County* and *Engineer* agree to waive recovery of any consequential damages which arise as a proximate result of a breach of this Agreement.

EXECUTED this _____ day of _____, 200__.

THE ENGINEER:

BY: _____

Printed Name: Robert J. McDermott, PE

Title: Executive Vice President

THE COUNTY:

WILLIAMSON COUNTY:

BY: _____

Printed Name: Dan A. Gattis, County Judge

Reviewed as to Form By: _____

County Attorney

County Auditor

OK
my 4/10/07

EXHIBIT I

COMPENSATION FOR PROFESSIONAL ENGINEERING 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 \$ 3,132,977.00.
- 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 III.
- 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 III 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 Exhibit II 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 IV.
- 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 IV; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent acts, errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$3,132,977.00, 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. .
- 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*.

EXHIBIT II

WORK AUTHORIZATION NO. 1

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

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

Professional Engineering Services for US 79, Section 5B, from east of FM 1063 near Thrall, Texas to the Williamson/Milam County Line near Thorndale, Texas (*the "Project"*). The *Project* is approximately 4.04 miles in length.

The field office is defined as the structure to be used for the *Engineer's* construction engineering and inspection (CE&I) staff for management of the work. The field office will be used for the *Engineer's* CE&I staff throughout the construction of US 79 Sections 5B and 5A.

The *Engineer* will:

- a. Perform a constructability review of the construction plans for the *Project* and provide comments to the *County*.
- b. Provide inspections of utility installations/relocations prior to commencement of construction of the *Project*. Report to the *County* as required.
- c. Provide a Quality Assurance Plan (QAP) explaining how the *Engineer* proposes to manage the contract assignment and the planned interaction with the *County's* representatives.
- d. Provide a structure for the field office facilities for the *Engineer* and be responsible for the costs including connection of required utilities, monthly utility costs, furniture, office telephone system, local and long distance office telephone service, fax line and fax machine, printers, copiers, and connection of high speed internet and its associated monthly costs. *Engineer* will also be responsible for maintenance costs of the previously noted items.
- e. Establish operations, processes, and procedures for the construction field office. Prepare field books, files, folders, forms, logs, etc.
- f. Attend meetings.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$ 350,898.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2010, 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 _____, 200__.

ENGINEER:

COUNTY:

Williamson County, Texas

By:



Signature

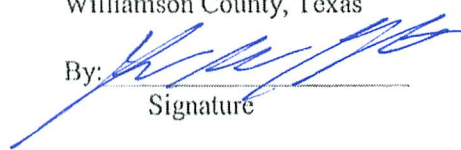
Robert J. McDermott, PE

Printed Name

Executive Vice President

Title

By:



Signature

DAN A. GATTUSO

Printed Name

4-27-08

Title

OK
my 4/12/08

EXHIBIT II

WORK AUTHORIZATION NO. 2

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 Huitt-Zollars, Inc. (*the "Engineer"*).

Part1. The *Engineer* will provide the following engineering services:

Professional Engineering Services as presented in Exhibit IX, Scope of Services for Professional Engineering Services, for:

US 79, Section 5B, from east of FM 1063 near Thrall, Texas to the Williamson/Milam County Line near Thorndale, Texas ("*Project 1*") which is approximately 4.04 miles in length; and, US 79, Section 5A, from US 79-B east of Taylor, Texas to east of FM 1063 near Thrall, Texas ("*Project 2*") which is approximately 6.12 miles in length.

Major Assumptions

During the preparation of this proposal, certain assumptions have been made to help define work tasks, level of effort, and other project activities. Major assumptions are as follows:

- a. It is assumed that *Project 1* advertisement will be in March 2008, *Project 1* letting will be in April 2008, a Pre-Construction Conference will be held in May 2008, and construction will begin in June 2008. The construction duration of the *Project 1* is assumed to be 424 Working Days. It is assumed that overtime will be required to match the Contractor's operations. Work is expected to be performed on half of the Saturdays during the construction period. Construction is assumed to be complete in November 2009 with *Engineer* close out duties to extend through January 2010. Deviations from this schedule including time extensions, multiple or fast track efforts by the Contractor, etc. will be documented as additional services for use in the preparation of a supplemental agreement should it appear that actual costs will exceed the maximum limiting amount as set forth in this agreement.
- b. It is assumed that *Project 2* advertisement will be in May 2008, *Project 2* letting will be in June 2008, a pre-construction conference will be held in July 2008, and construction will begin in August 2008. The construction duration of the *Project 2* is assumed to be 457 Working Days. It is assumed that overtime will be required to match the Contractor's operations. Work is expected to be performed on half of the Saturdays during the construction period. Construction is assumed to be complete in March 2010 with *Engineer* close out duties to extend through May 2010. Deviations from this schedule including time extensions, multiple or fast track efforts by the Contractor, etc. will be documented as additional services for use in the preparation of a supplemental agreement should it appear that actual costs will exceed the maximum limiting amount as set forth in this agreement.

- c. The wage rates associated with this work authorization represent the rates to be used at the commencement of the work authorization. It is assumed that rate increases will be granted by the *County* at the beginning of each subsequent calendar year during the term of this agreement.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$ 2,782,079.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2010, unless extended by a Supplemental Work Authorization.

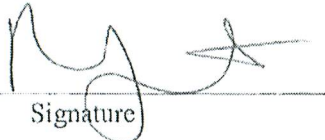
Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

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

EXECUTED this ____ day of _____, 200__.

ENGINEER:

By:


Signature

Robert J. McDermott, PE
Printed Name

Executive Vice President
Title

COUNTY:

Williamson County, Texas

By:


Signature

DARR A. GATTI
Printed Name

County Judge
Title

OK
my 4/1/07

EXHIBIT III

CLASSIFICATION	HOURLY RATE PER CLASSIFICATION
ENGINEER -HUITT-ZOLLARS, INC	
Project Principal	\$207.00
Project Manager	\$190.00
Quality Assurance Manager	\$140.00
Lead Field Inspector	\$100.00
Field Inspector 2	\$76.00
Administrative Assistant 1	\$45.00
SUBCONSULTANT # 1	
Quality Assurance Manager	\$140.00
Project Controls/Scheduler	\$126.50
Environmental	\$111.00
Field Inspector 3	\$76.00
SUBCONSULTANT # 2	
Materials Engineer	\$125.00
Materials Manager	\$100.00
Senior Technician	\$65.50
Junior Technician	\$57.00

EXHIBIT III – MATERIALS TESTING

Item	Test / TxDOT Test Method	Unit	Unit Price
Embankment	Sampling	per Trip	\$ 200.00
	Sample Preparation / Tex-101-E	per Sample	\$ 30.00
	Moisture Content / Tex-103-E	per Test	\$ 10.00
	Atterberg Limits / Tex-104, 105 & 106-E	per Test	\$ 45.00
	MDR / Tex-114-E, Part I or III	per Test	\$ 175.00
	MDR / Tex-114-E, Part II	per Test	\$ 215.00
	% Pass No. 200 / Tex-111-E	per Test	\$ 45.00
	Sieves / Tex-110-E, Part I	per Test	\$ 35.00
	Density Test / Tex-115-E, Part I	per Test	\$ 75.00
Type A Base Material	Sampling	Per Trip	\$ 200.00
	Sample Preparation / Tex-101-E	Per Sample	\$ 45.00
	Moisture Content / Tex-103-E	per Test	\$ 10.00
	Atterberg Limits / Tex-104, 105 & 106-E	per Test	\$ 60.00
	Sieves / Tex-110-E, Part I	per Test	\$ 75.00
	MDR / Tex-113-E	per Test	\$ 200.00
	Wet Ball Mill / Tex-116-E	per Test	\$ 250.00
	Triaxial / Tex-117-E	per Test	\$ 500.00
	Density Test / Tex-115-E, Part I	per Test	\$ 75.00
Lime Treatment	Sampling	Per Trip	\$ 200.00
	Sample Preparation / Tex-101-E	Per Sample	\$ 30.00
	Field Sieve Analysis / Tex-110-E	per Test	\$ 75.00
	MDR / Tex-113-E	per Test	\$ 200.00
	Density Test / Tex-115-E, Part I	per Test	\$ 75.00
	Atterberg Limits / Tex-104, 105 & 106-E	per Test	\$ 50.00
	Soil Lime Str / Tex-121-E	per Specimen	\$ 260.00
	Lime Series / Tex-112-E	per Series	\$ 250.00
	pH of Soils / Tex-128-E	Per Test	\$ 25.00
HMAC Type B (340)	Sample Preparation for Various Testing	per Sample	\$ 100.00
	Laboratory Molded Specimens / Tex-207-F	Set of 3	\$ 60.00
	AC/Gradation / Tex-236-F	per Test	\$ 60.00
	Max Theor SpG / Tex-227-F	per Test	\$ 75.00
	Pick Up of Cores	per Trip	\$ 105.00
	HMAC Cores (2 Per Set) -Density and Thickness Determination / Tex-207-F	Set of 2	\$ 60.00

EXHIBIT III- MATERIALS TESTING

Item	Test / TxDOT Test Method	Unit	Unit Price
HMAC Type B (341)	Sample Preparation for Various Testing	per Sample	\$ 100.00
	Laboratory Molded Specimens / Tex-207-F	Set of 3	\$ 60.00
	AC/Gradation / Tex-236-F	per Test	\$ 60.00
	Max Theor SpG / Tex-227-F	per Test	\$ 75.00
	Core Pick Up	per Trip	\$ 105.00
	HMAC Cores (2 Per Set) -Density and Thickness Determination / Tex-207-F	Set of 2	\$ 60.00
HMAC Type C (341)	Sample Preparation for Various Testing	per Sample	\$ 100.00
	Laboratory Molded Specimens / Tex-207-F	Set of 3	\$ 60.00
	AC/Gradation / Tex-236-F	per Test	\$ 60.00
	Max Theor SpG / Tex-227-F	per Test	\$ 75.00
	Core Pick Up	per Trip	\$ 105.00
	HMAC Cores (2 Per Set) -Density and Thickness Determination / Tex-207-F	Set of 2	\$ 60.00
SMA (346)		per Sample	\$ 100.00
	Laboratory Molded Specimens / Tex-207-F	Set of 3	\$ 60.00
	AC/Gradation / Tex-236-F	per Test	\$ 60.00
	Max Theor SpG / Tex-227-F	per Test	\$ 75.00
	Core Pick Up	per Trip	\$ 105.00
	HMAC Cores (2 Per Set) -Density and Thickness Determination / Tex-207-F	Set of 2	\$ 60.00
	Decant on RAP / Tex-217-F	per Test	\$ 70.00
	PI on RAP / Tex-104, 105 & 106-E	per Test	\$ 70.00
	Bar Linear Shrinkage / Tex-107-E	per Test	\$ 70.00
	Organic Impurities / Tex-408-A	per Test	\$ 70.00
	Sieve on Fine Aggregate / Tex-200-F	per Test	\$ 70.00
	Sand Equivalent / Tex-203-F	per Test	\$ 85.00
	Sieve on Coarse Aggregate / Tex-200-F	per Test	\$ 70.00

EXHIBIT III- MATERIALS TESTING

Item	Test / TxDOT Test Method	Unit	Unit Price
Concrete	Concrete Sampling or Field Testing on Sample or Molding Specimens	per Sample	\$ 215.00
Drilled Piers	Compressive Strength Tests / Tex-418-A	per Cylinder	\$ 12.00
Rip Rap	Compressive Strength Tests / Tex-418-A	per Cylinder	\$ 12.00
Curb & Gutter	Compressive Strength Tests / Tex-418-A	per Cylinder	\$ 12.00
Driveways	Compressive Strength Tests / Tex-418-A	per Cylinder	\$ 12.00
Sidewalks & Ramps	Compressive Strength Tests / Tex-418-A	per Cylinder	\$ 12.00
Median	Compressive Strength Tests / Tex-418-A	per Cylinder	\$ 12.00
	Sampling	per Sample	\$ 200.00
Concrete Aggregate Sieves	Fine Aggregate / Tex-401-A	per Test	\$ 70.00
	Coarse Aggregate / Tex-401-A	per Test	\$ 70.00
	Decant / Tex-406-A	per Test	\$ 70.00
	Spec Grav / Tex-403-A	per Test	\$ 85.00
	Organic Impurities / Tex-408-A	per Test	\$ 70.00
	Sand Equivalent / Tex-203-F	per Test	\$ 85.00
Utility Backfill	Assume Flowable Fill		
	No Testing Required		
Engr Serv	Report Review	per Report	\$ 25.00

EXHIBIT III- MATERIALS TESTING

Remarks:

1. Density testing in the field in accordance with Tex-115-E is based on a minimum charge of 3 tests per site visit with a minimum of one additional test for each hour spent on the project after the first hour on the project.
2. Tex-117-E rate is for molding and compression testing only. All other related testing on the material will be invoiced in accordance with rates indicated above.
3. Field sieve testing on lime stabilized soil in accordance with Tex-110-E is based on a minimum charge of 3 tests per site visit with an additional minimum of one additional test for each hour spent on the project after the first hour on the project
4. HMAC testing is assumed to be performed at the plant using plant furnished equipment. A minimum charge of \$200.00 is applicable for HMAC testing at the plant and a minimum of \$57.00 per hour for all hours at the plant.
5. Concrete field sampling, testing and molding cylinders based on a maximum one hour time in the field upon arrival at the site. Additional hours on standby for any reason will be invoiced at \$57.00 per hour. Two (2) hours will be deducted for each additional sample obtained and tested.
6. Compressive strength testing on concrete cylinders molded by others will have an additional surcharge of \$30.00 per set tested and/or report issued.
7. Services performed on overtime will be invoiced at the above rates using a multiplier of 1.5.

EXHIBIT III- SURVEYING SERVICES**SUBCONSULTANT # 3 -- SECTION 5B -- WORK AUTHORIZATION # 2**

Item	Quantity	Units	Avg. Rate	
Surveying Services				
Office time to review Data	6.00	hours	\$90	= \$540.00
Field time with GPS Base & Rover	12.00	hours	\$200	= \$2,400.00
Office time to compile results	6.00	hours	\$90	= \$540.00
Total for Horizontal Control Check				= \$3,480
Office time to review Data	4.00	hours	\$90	= \$360.00
Field time with Conventional Survey Level	12.00	hours	\$130	= \$1,560.00
Office time to compile results	6.00	hours	\$90	= \$540.00
Total for Vertical Control Check				= \$2,460
Field time with Conventional Survey Level	8.00	hours	\$130	= \$1,040.00
Office time to compile results	4.00	hours	\$90	= \$360.00
Field Checks as Needed 2008 PER DAY	1.00	day		= \$1,400.00
Field Checks as Needed 2008 ESTIMATED DAYS	10.00	days @	\$1,400	= \$14,000
Field time with Conventional Survey Level	8.00	hours	\$135	= \$1,080.00
Office time to compile results	4.00	hours	\$95	= \$380.00
Field Checks as Needed 2009 PER DAY	1.00	day		= \$1,460.00
Field Checks as Needed 2009 ESTIMATED DAYS	10.00	days @	\$1,460	= \$14,600
SUBCONSULTANT # 3 SUB-TOTAL - SECTION 5B - WA # 2				= \$34,540

EXHIBIT III- SURVEYING SERVICES**SUBCONSULTANT # 3 -- SECTION 5A -- WORK AUTHORIZATION # 2**

Item	Quantity	Units	Avg. Rate	
Surveying Services				
Office time to review Data	8.00	hours	\$90	= \$720.00
Field time with GPS Base & Rover	16.00	hours	\$200	= \$3,200.00
Office time to compile results	8.00	hours	\$90	= \$720.00
Total for Horizontal Control Check				= \$4,640
Office time to review Data	6.00	hours	\$90	= \$540.00
Field time with Conventional Survey Level	20.00	hours	\$130	= \$2,600.00
Office time to compile results	8.00	hours	\$90	= \$720.00
Total for Vertical Control Check				= \$3,860
Field time with Conventional Survey Level	8.00	hours	\$135	= \$1,080.00
Office time to compile results	4.00	hours	\$95	= \$380.00
Field Checks as Needed 2009	PER DAY	1.00	day	= \$1,460.00
Field Checks as Needed 2008	ESTIMATED DAYS	15.00	days @	\$1,460 = \$21,900
Field time with Conventional Survey Level	8.00	hours	\$140	= \$1,120.00
Office time to compile results	4.00	hours	\$100	= \$400.00
Field Checks as Needed 2010	PER DAY	1.00	day	= \$1,520.00
Field Checks as Needed 2010	ESTIMATED DAYS	5.00	days @	\$1,520 = \$7,600
SUBCONSULTANT # 3 SUB-TOTAL - SECTION 5A - WA # 2				= \$38,000

EXHIBIT IV

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the Professional Engineering Services 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 V

SERVICES TO BE PROVIDED BY COUNTY

The *County* will assist the *Engineer* by providing assistance, service, or data items as required to advance the completion of assigned work authorizations. The *County* will provide for each *Project*:

- a. Existing data files, to include but not limited to:
 - o Survey data;
 - o Roadway construction plans, design documents for the construction of *the Project*;
 - o Right-of-Way mapping;
- b. Approved environmental documents and environmental permits required for construction.
- c. Applicable specifications, special provisions, special specifications, and unit price bid tabulation.
- d. Timely review, comment or direction, as required, to aid the *Engineer* in completing an assigned task or maintaining the established project schedule
- e. Roadway construction plans and documents for current and past projects within the *Project* limits as required.
- f. Final Right-of-Way map.
- g. Utility Relocation plans.
- h. Applicable special specifications, special provisions, and unit price bid tabulations.
- i. 100% Construction Plans and final Project Construction Manual.
- j. Design Geotechnical Report.
- k. Proposed horizontal and vertical control data.
- l. Services for shop inspections for prefabricated items.
- m. For the Engineer of Record to review shop drawings, working drawings, and other submittals.
- n. For the Engineer of Record to provide a response to Requests for Information (RFI).
- o. Provide reimbursement to the *Engineer* for direct expenses associated with the field office as listed in Work Authorization # 1.

EXHIBIT VI

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 Instruments of Service prepared under this Agreement prior to the effective date of termination shall be delivered to **County** as a pre-condition to final payment. The foregoing language notwithstanding, **County** and **Engineer** agree that **Engineer**, in its sole discretion, will be allowed to sign and seal such Instruments of Service, or place any other appropriate comment on the Instruments of Service, as appropriate for the phase of preparation of the Instruments of Service as more fully set out in Section 137.33 of the Texas Board of Professional Engineer's Rules Concerning the Practice of Engineering, effective as of the date of delivery of the Instruments of Service.
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 Instruments of Service 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 Instruments of Service 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. . The foregoing language notwithstanding, **County** and **Engineer** agree that **Engineer**, in its sole discretion, will be allowed to sign and seal such Instruments of Service, or place any other appropriate comment on the Instruments of Service, as appropriate for the phase of preparation of the Instruments of Service as more fully set out in Section 137.33 of the Texas Board of Professional Engineer's Rules Concerning the Practice of Engineering, effective as of the date of delivery of the Instruments of Service.
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 VII

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 it 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 VIII

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 million per occurrence and \$2 million in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1 million per occurrence and \$2 million in the aggregate. **Engineer** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1 million.
- 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 REQUIRED PURSUANT TO PARAGRAPH B, ABOVE, 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.

EXHIBIT IX

SCOPE OF SERVICES

FOR PROFESSIONAL ENGINEERING SERVICES

THE FOLLOWING 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 MUTUALLY BY COUNTY AND ENGINEER AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT IV AND IN A MANNER CONSISTENT WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEER'S RULES CONCERNING THE PRACTICE OF ENGINEERING, EFFECTIVE AS OF THE RELEVANT DATE.

The *Engineer* will provide Professional Engineering Services for the *Project*, as set forth below.

The *Project* is defined as US 79, Section 5B, from east of FM 1063 near Thrall, Texas to the Williamson/Milam County Line near Thorndale, Texas ("*Project 1*") which is approximately 4.04 miles in length; and, US 79, Section 5A, from US 79-B east of Taylor, Texas to east of FM 1063 near Thrall, Texas ("*Project 2*") which is approximately 6.12 miles in length.

Services performed will include the appropriate records and documentation in accordance with TxDOT and Federal requirements.

Professional Engineering Construction Management

The *Engineer* will provide construction engineering and inspection services, materials testing, and construction survey checks and/or verifications in association with the *Project*.

1. Major Assumptions

During the preparation of this proposal, certain assumptions have been made to help define work tasks, level of effort, and other project activities. Major assumptions are as follows:

- a. Inspection procedures will be based on the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted by the Texas Department of Transportation June 1, 2004, including special provisions, special specifications and general notes issued with the Contract Documents.

2. Project Management

- a. Maintain a list of names and contact information of pertinent stakeholders on and along the **Project** including the **County**, TxDOT, cities, law enforcement, schools, and emergency personnel.
- b. Manage the Request for Information (RFI) process. Maintain a log of RFI's and facilitate and track the review process.
- c. Receive shop drawings, working drawings, and other submittals from the Contractor. Maintain a log of submittals and facilitate and track the review process.
- d. Review and make recommendations for Change Orders. Prepare Change Orders for execution by the **County**.
- e. Review Contractor and subcontractor payrolls as required to verify Wage Rate compliance per the Contract Documents.
- f. Review the Contractor's monthly application for payment and make recommendation for payment by the **County**.
- g. Analyze the monthly construction estimate for compliance with DBE goals as stated in the Contract Documents.
- h. Prepare and submit required annual FHWA reports. Verify Contractor compliance for FHWA reporting requirements.
- i. Evaluate and recommend acceptance of Contractor's CPM schedules. Perform monthly reviews of the Contractor's schedule and associated time impact analysis schedules.
- j. Identify and assist in the resolution of construction issues that arise.
- k. Conduct periodic internal construction audits to verify the **Engineer's** document control processes and procedures are being followed.
- l. Assist in dispute negotiations and claim resolutions.
- m. Provide daily lane closure information to TxDOT to be posted on the TxDOT website.
- n. Provide a monthly report and invoice for payment of **Engineer's** construction phase services.
- o. Provide a weekly progress report to the **County**.

3. Meetings and Record Keeping

- a. Attend the pre-bid meeting.
- b. Attend pre-construction conference.

- c. Conduct project progress meetings and develop and distribute meeting minutes to the attendees.
- d. Conduct periodic construction update meetings with the *County*, TxDOT, cities and other affected stakeholders.
- e. Conduct pre-activity meetings with the Contractor prior to commencement of major work items.
- f. Maintain construction project record files for delivery to the *County* at *Project* completion.
- g. Maintain files for correspondence, meeting minutes, shop drawings, sample submissions, Contract Documents including addenda, change orders, clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.
- h. Maintain a status report of change orders, RFIs, barricade inspection reports, schedule updates, shop drawing review and time extensions.
- i. Maintain a set of plans. Review the Contractor's "as-built" drawings and submit to the *County* at project completion.

4. Construction Inspection and Testing

- a. Inspect and document construction activities using daily reports, journal, logs, or other instruments, as necessary.
- b. Provide ongoing utility relocation inspections as required.
- c. Provide testing personnel to perform owner verification testing in accordance with the contract specifications as outlined in the Quality Assurance Program of the Construction Documents.
- d. Provide laboratory materials testing equipment in accordance with the Quality Assurance Program of the Construction Documents.
- e. Record materials test results and make available to the *County*, TxDOT or FHWA as required.
- f. Provide a quality system manual to document processes for monitoring of testing personnel, equipment, and test results.
- g. Provide statistical analyses on materials test data to verify the validity of the Contractor's quality acceptance testing data.
- h. Monitor environmental provisions of the contract relating to the SW3P, WPAP, etc. Perform biweekly and other inspections of BMP's as noted in the Contract Documents and maintain records in the field office.

- i. Monitor and inspect the traffic control plan as shown in the Contract Documents. Facilitate acceptance of traffic control plan changes and modifications.
- j. Create a final punch list of incomplete/noncompliant construction items and perform final inspections of items prior to completion of the work and recommendation of acceptance.
- k. Coordinate with the *County* and TxDOT for oversight inspections and review of testing results and procedures.

5. Survey

- a. Review the proposed horizontal control data, check the horizontal control in the field, and compare the results with the plan data. Compile the results of the horizontal control data.
- b. Review the proposed vertical control data, check the vertical control in the field using conventional methodology, and compare the results with the plan data. Compile the results of the vertical control data.
- c. Provide a field crew for various other field checks during construction of the *Project*. Compile the results of the survey data obtained during the field inspections.

6. Exclusions

The *Engineer* will not:

- a. Expedite the work for the Contractor;
- b. Supervise, direct, or have control over the Contractor's work or personnel as responsibility for construction defects shall remain solely on the Contractor;
- c. Authorize any deviation from the plans, specifications, or other Contract Documents or approve any substitute materials without the consent of the *County*;
- d. Be responsible for any aspect of the means, methods, techniques, sequences, quality, procedures, or programs of the Contractor; or
- e. Be responsible for any safety precautions and programs in connection with the work as the Contractor is solely responsible for the safety of the workforce and traveling public.

EXHIBIT X

ENGINEER'S QUALIFICATIONS STATEMENT

FEE SUMMARY --- PROFESSIONAL SERVICES AGREEMENT

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

WILLIAMSON COUNTY

US 79

CSJ: 0204-04-042 AND CSJ: 0204-04-040

FEE -- WORK AUTHORIZATION # 1**CONSTRUCTABILITY REVIEW, PRE-CONSTRUCTION AND UTILITY RELOCATION OVERSIGHT SERVICES**

HUITT-ZOLLARS TOTAL - PRE-CONSTRUCTION - WA # 1	\$58,554
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SUB-CONSULTANT FEES -- PRE-CONSTRUCTION -- WA # 1

SUBCONSULTANT # 1	\$8,072
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SUB-TOTAL SUB-CONSULTANT FEES -- PRE-CONSTRUCTION	\$8,072
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DIRECT EXPENSES -- PRE-CONSTRUCTION	\$1,411
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FIELD OFFICE	\$284,861
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TOTAL WORK AUTHORIZATION # 1	\$350,898
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FEE -- SECTION 5B -- WORK AUTHORIZATION # 2**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

HUITT-ZOLLARS TOTAL -- SECTION 5B -- WA # 2	\$716,220
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SUB-CONSULTANT FEES -- SECTION 5B -- WA # 2

SUBCONSULTANT # 1	\$321,822
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SUBCONSULTANT # 2	\$169,384
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SUBCONSULTANT # 3	\$34,540
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SUB-CONSULTANT FEES SUB-TOTAL -- SECTION 5B -- WA # 2	\$525,746
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DIRECT EXPENSES -- SECTION 5B -- WA # 2	\$24,845
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SUB-TOTAL C, E AND I SERVICES - SECTION 5B - WORK AUTHORIZATION # 2	\$1,265,811
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FEE -- SECTION 5A -- WORK AUTHORIZATION # 2

HUITT-ZOLLARS TOTAL -- SECTION 5A -- WA # 2	\$1,153,524
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SUB-CONSULTANT FEES -- SECTION 5A -- WA # 2

SUBCONSULTANT # 1	\$69,744
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SUBCONSULTANT # 2	\$226,807
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SUBCONSULTANT # 3	\$38,000
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SUB-CONSULTANT FEES SUB-TOTAL -- SECTION 5A -- WA # 2	\$334,551
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DIRECT EXPENSES -- SECTION 5A -- WA # 2	\$28,193
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SUB-TOTAL C, E AND I SERVICES - SECTION 5A - WORK AUTHORIZATION # 2	\$1,516,268
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TOTAL C, E AND I SERVICES -- WORK AUTHORIZATION # 2	\$2,782,079
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TOTAL FEES WORK AUTHORIZATIONS # 1 AND # 2	\$3,132,977
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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

4/9/2008

PRODUCER CAMPBELL HUITT INSURANCE 3725 7th Street Bay City, TX 77414 979-245-8343		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED HUITT-ZOLLARS, INC. LOCK BOX 105 3131 MCKINNEY AVENUE DALLAS, TX 75204 214-871-3311		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: HARTFORD INSURANCE GROUP	29459
		INSURER B: HARTFORD FIRE INSURANCE	19682
		INSURER C: HARTFORD CASUALTY INSURANCE	29424
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
B		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC	61UUNLJ3272	06/01/07	06/01/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMFYOP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	61UUNLJ3272	06/01/07	06/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$	61XHURJ8721	06/01/07	06/01/08	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	61WENV1191	06/01/07	06/01/08	☒ WC/STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYER \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER VALUABLE PAPERS	61UUNLJ3272	06/01/07	06/01/08	

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

WILLIAMSON COUNTY LISTED AS ADDITIONAL INSURED IN RESPECTS TO GENERAL LIABILITY

CERTIFICATE HOLDER

Williamson County
 701 Main Street
 Suite 101
 Georgetown, TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

J. Fred Skitt

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/9/2008												
PRODUCER McLaughlin Brunson Insurance Agency, LLP 9535 Forest Lane, Suite 118 Dallas TX 75243 (214) 503-1212 (214) 503-8899		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Huitt-Zollars, Inc. 3131 McKinney Avenue, Suite 600, LB105 Dallas TX 75204		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURERS AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: XL Specialty Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Co.		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: XL Specialty Insurance Co.														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD'L LTA INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.	DPR9610943	1/23/2008	1/23/2009	\$5,000,000 Per Claim / Ann'l Aggregate
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible.					

CERTIFICATE HOLDER Williamson County 701 Main Street Suite 101 Georgetown TX 78626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Marie Walters

From: Zieschang, Zeke [Zeke.Zieschang@hdrinc.com]
Sent: Thursday, April 10, 2008 2:43 PM
To: Zaleski, Krista
Cc: Snare, Mike; McDermott, Bob; Kessler, Kenneth; Harris, Laura; Walters, Marie
Subject: RE: Huitt-Zollars - PSA for CEI Services (US 79 Sec 5A & 5B) - Request for Additional Information

Krista,

Here is the information you requested.

Project Principal: Robert McDermott
Project Manager: Kenneth L. Zieschang (Zeke)
QA Manager: Richard Wilkison (HZ) or Paul Bowen (Subconsultant #1)
Lead Field Inspector: Kenneth Kessler
Field Inspector 2: Jerry Tallas
Administrative Assistant I: Mary Carter

If you need anything else, please let me know.

Zeke

From: Krista Zaleski [mailto:kzaleski@HNTB.com]
Sent: Thursday, April 10, 2008 1:32 PM
To: Zieschang, Zeke
Cc: Mike Snare; McDermott, Bob; Kessler, Kenneth; Laura Harris; 'Marie Walters'
Subject: Huitt-Zollars - PSA for CEI Services (US 79 Sec 5A & 5B) - Request for Additional Information

Zeke,

It is our understanding that PSI has received your contracts and they are currently under review for processing. To help us get this through the County's review process as smoothly as possible, we will need the employee names associated with the classifications in your contract; specifically Project Principal, Project Manager, QA Manager, Lead Field Inspector, Field Inspector 2 and Administrative Assistant I. Please get this information to me at your earliest convenience.

Thanks.
Krista

-----Original Message-----

From: Zieschang, Zeke [mailto:Zeke.Zieschang@hdrinc.com]
Sent: Thursday, April 10, 2008 9:35 AM
To: Krista Zaleski
Cc: Mike Snare; McDermott, Bob; Kessler, Kenneth; Laura Harris
Subject: RE: Wilco Address

Thank you, Krista. We are finalizing the PSA right now and will get it to Mike Weaver today.

Zeke

From: Krista Zaleski [mailto:kzaleski@HNTB.com]
Sent: Thursday, April 10, 2008 9:16 AM
To: Zieschang, Zeke

4/11/2008