

RECEIVED
FEB 06 2009
BY: PST

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

ENGINEER: Carter & Burgess, Inc.

By: _____

Signature

Kevin P. Nelson

Printed Name

Sr. Vice President

Title

2/4/09

Date

COUNTY:

By: _____

Signature

Printed Name

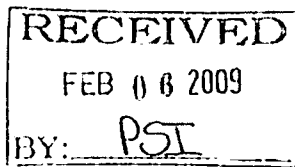
Title

2-18-09

Date

OK

mm



**ATTACHMENT A
SUPPLEMENTAL AGREEMENT NO. 3 TO
WORK AUTHORIZATION NO. 4**

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 Carter Burgess, Inc. (*the "Engineer"*).

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

See Attachment US 79 Improvements (Refer to attached Exhibit B)

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$76,753.00. This represents an increase of \$11,512.

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 February 28, 2009, unless extended by a Supplemental Work Authorization.

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

ATTACHMENT A (con't.)

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

ENGINEER:
Carter & Burgess, Inc.
By: [Signature]
Signature
Kevin P. Nelson
Printed Name
Sr. Vice President
Title
2/4/09
Date

COUNTY:
Williamson County, Texas
By: [Signature]
Signature

Printed Name

Title
2-18-09
Date

LIST OF EXHIBITS

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

OK
my

**WORK AUTHORIZATION NO. 4
SUPPLEMENTAL AGREEMENT #3
EXHIBIT A**

SERVICES TO BE PROVIDED BY THE COUNTY

Project: US 79
Limits: East Taylor Bypass
To: Thrall
County: Williamson
Length: 4.8 Miles

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, Williamson County (the County) shall provide the following:

1. A Project Manager to serve as the primary point of contact for the Engineer, through the County, or their General Consulting Engineer for the project.
2. Results of Geotechnical investigations within the project limits.
3. Assistance in obtaining information from local, regional, state and federal agencies, as necessary.
4. Timely reviews as outlined by the plan review schedule described in the Master Pass Through Toll Agreement.
5. Timely decisions to maintain an agreed upon project schedule.

WORK AUTHORIZATION NO. 4

Exhibit B **SERVICES TO BE PROVIDED BY THE ENGINEER** **US 79 Improvements** **Supplemental Agreement #3** **Williamson County**

Project Limits: Section 5a (E. Taylor Bypass to Thrall) 4.8 miles

GENERAL

The Noack Water Supply Corporation owns and operates an 8-inch water line constructed on the North right-of-way of US 79 between the cities of Taylor and Thrall. The waterline must be relocated as part of the US 79 widening project. This scope of work is based on the following assumptions:

1. Construction documents for relocation of the waterline will be included in the roadway construction documents.
2. Construction drawings consist of plan and profile design.
3. Topographic surveys, boundary surveys, archaeological investigations and environmental permitting are excluded and are assumed to be part of the scope of services for the roadway project.
4. Construction documents for relocation of the waterline will be submitted for final approval at 100%.
5. Size of waterline will remain 8-inch diameter.
6. Waterline will have assigned horizontal location within right-of-way of US 79.

SCOPE OF SERVICES

1.0 Design Phase

- 1.1 Design and prepare drawings for relocation of water line.
- 1.2 Prepare and submit 100% complete contract documents to be included in US 79 roadway construction documents.
- 1.3 Coordinate with Roadway Designer and other utility owners, as required during design.
- 1.4 Prepare opinion of probable construction cost.

Tasks Not Included– The following tasks are not included:

- Bid phase services
- Construction phase services
- Public Meeting attendance or exhibit development
- Environmental mitigation or remediation

**WORK AUTHORIZATION NO. 4
SUPPLEMENTAL AGREEMENT #3
EXHIBIT C**

WORK SCHEDULE

Project: US 79
Limits: East Taylor Bypass
To: Thrall
County: Williamson
Length: 4.8 Miles

The work described in this Supplemental Agreement was completed on October 24, 2008.

SUPPLEMENTAL AGREEMENT #3 TO WA #4
EXHIBIT D - FEE SCHEDULE
CARTER & BURGESS, INC.
PROJECT: Preparation of construction plans
for ±22,000 L.F. of 6" Waterline

EXHIBIT D / FEE ESTIMATE
NOACK WSC 6" WATERLINE RELOCATION
US 79
FROM: East Taylor Loop TO: Thrall

CONTRACT NO.: 050789.004
PAGE 1 OF 3
DATE: 15-Nov-08

TASK AND DESCRIPTION	STD. SHEETS	NO. OF SHEETS	PROJECT MANAGER		QC/QA ENGINEER		SENIOR ENGINEER		DESIGN ENGINEER		GRADUATE ENGINEER		SENIOR DESIGN TECHNICIAN		CADD TECHNICIAN		CLERICAL		TOTAL	HR/SHY
			HR/SHY	HOURS	HR/SHY	HOURS	HR/SHY	HOURS	HR/SHY	HOURS	HR/SHY	HOURS	HR/SHY	HOURS	HR/SHY	HOURS	HR/SHY	HOURS		
I. PROJECT MANAGEMENT (FC 164)																				
A. Coord. With G.E.C.				0				28		0									28	
B. Coordinate with City of Thrall/NWSC				0				0									0		0	
C. Integrate into PS&E process				0				4		0		0							4	
				0				0		0									0	
		0		0		0		0		0		0		0		0		0		
SUBTOTAL		0		0		0		32		0		0		0		0		0		32
SUBTOTAL																				
II. CONSTRUCTION PLANS																				
F. WATERLINE DESIGN (FC 163)																				
1. Plan and Profile Sheets		0	0	0	0	0	0	0	0	26.5	0	0	0	0	0	0	41		68	0
2. Erosion Control Plan Sheets		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	
3. Standard Construction Detail Sheets		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	
4. General Notes/Information Sheets		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5. Summary of Quantities		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL		0		0		0		0		26.5		0		0		41		0		68
TOTAL HOURS CONST. PLANS		0		0		0		0		27		0		0		41		0		68
III. MISCELLANEOUS SERVICES																				
SUBTOTAL				0		0		0		0		0		0		0		0		0
TOTAL PROJ. HRS US 79 Sec 5A SA#2				0		0		32		27		0		0		41		0		100

EXHIBIT D / FEE ESTIMATE

SECTION 5a

US 79

FROM: East Taylor Loop TO: Thru

CONTRACT NO.: 050780.004

PAGE

2 OF 3

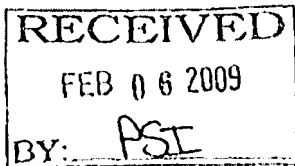
DATE:

15-Nov-08

CARTER & BURGESS, INC.
PROJECT: Preparation of construction plans
for 22,000 L.F. of 8" Waterline

TASK AND DESCRIPTION	PROJECT MANAGER	QC/QA ENGINEER	SENIOR ENGINEER	DESIGN ENGINEER	GRADUATE ENGINEER	SENIOR TECHNICIAN	CADD TECHNICIAN	CLERICAL	TOTAL
	\$65.43	\$59.08	\$43.52	\$38.94	\$28.63	\$43.90	\$30.70	\$19.47	
I. PROJECT MANAGEMENT (FC 164)									
TOTAL HOURS	0	0	32	0	0	0	0	0	32
FIXED FEE	\$0	\$0	\$568	\$0	\$0	\$0	\$0	\$0	\$568
DIRECT SALARY COST	\$0	\$0	\$1,393	\$0	\$0	\$0	\$0	\$0	\$1,393
COST INCLUDING OVERHEAD AND PROFIT	\$0.00	\$0.00	\$4,353.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,353
II. DESIGN SURVEYS									
TOTAL HOURS	0	0	0	0	0	0	0	0	0
FIXED FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DIRECT SALARY COST	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
COST INCLUDING OVERHEAD AND PROFIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. CONSTRUCTION PLANS									
F. WATERLINE DESIGN (FC 164)									
TOTAL HOURS	0	0	0	27	0	0	41	0	68
FIXED FEE	\$0	\$0	\$0	\$421	\$0	\$0	\$513	\$0	\$934
DIRECT SALARY COST	\$0	\$0	\$0	\$1,032	\$0	\$0	\$1,259	\$0	\$2,291
COST INCLUDING OVERHEAD AND PROFIT	\$0.00	\$0.00	\$0.00	\$3,225.00	\$0.00	\$0.00	\$3,934.00	\$0.00	\$7,159
TOTAL CONSTRUCTION PLANS									
TOTAL HOURS	0	0	0	27	0	0	41	0	68
FIXED FEE	0	0	0	421	0	0	513	0	934
DIRECT SALARY COST	0	0	0	1,032	0	0	1,259	0	2,291
COST INCLUDING OVERHEAD AND PROFIT	0	0	0	3,225	0	0	3,934	0	7,159
III. MISCELLANEOUS SERVICES									
TOTAL HOURS	0	0	0	0	0	0	0	0	0
FIXED FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DIRECT SALARY COST	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
COST INCLUDING OVERHEAD AND PROFIT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
TOTAL PROJECT									
TOTAL HOURS	0	0	32	27	0	0	41	0	100
FIXED FEE	0	0	568	421	0	0	513	0	1,502
DIRECT SALARY COST	0	0	1,393	1,032	0	0	1,259	0	2,684
COST INCLUDING OVERHEAD AND PROFIT	0	0	4,353	3,225	0	0	3,934	0	11,512

EXHIBIT D / FEE ESTIMATE				CONTRACT NO.: 050789.004	
SECTION 5a				PAGE 3 OF 3	
US 79				DATE: 15-Nov-08	
CARTER & BURGESS, INC.		FROM: East Taylor Loop TO: Thrall			
DIRECT COST - CARTER AND BURGESS, INC.					
Mylar plots	0 Square foot @	\$6.00 per square foot			\$0
Reproduction and Printing	0 Square foot @	\$0.15 per square foot			\$0
Express Deliveries	0 Deliveries	\$30.00 per delivery			\$0
Auto Mileage	0 Miles	\$0.48 per mile			\$0
Bond plots	0 Square foot @	\$2.00 per square foot			\$0
TOTAL DIRECT COST - CARTER AND BURGESS, INC.					\$0
SUMMARY - CARTER AND BURGESS, INC.					
Labor and Overhead Cost					\$11,512
Direct Cost					\$0
TOTAL CONTRACT COST					\$11,512



ATTACHMENT A

WORK AUTHORIZATION NO. 5

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 Carter & Burgess, Inc. (the "*Engineer*").

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

See Attachment *US 79 Improvements Williamson County* (Refer to attached Exhibit B).

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$102,027.

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 November 30, 2011, unless extended by a Supplemental Work Authorization.

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

ATTACHMENT A (con't.)

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

ENGINEER:

By: [Signature]
Signature

Kevin P. Nelson
Printed Name

Sr. Vice President
Title

2/4/09
Date

COUNTY:

Williamson County, Texas

By: [Signature]
Signature

Printed Name

Title

2-19-09
Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

OK
[Signature]

**WORK AUTHORIZATION NO. 5
EXHIBIT A**

SERVICES TO BE PROVIDED BY THE COUNTY

Project: US 79 Section 5A
Limits: US 79-B East of Taylor
To: East of FM 1063
County: Williamson
Length: 6.117 Miles

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, Williamson County (the County) shall provide the following:

1. A Project Manager to serve as the primary point of contact for the Engineer, through the County, or their General Consulting Engineer for the Shop Drawing, Change Order and Construction Phase efforts of the project.
2. A written statement of the shop drawing review requirements if they differ in any way from the Texas Department of Transportation review requirements.

WORK AUTHORIZATION NO. 5

Exhibit B **SERVICES TO BE PROVIDED BY THE ENGINEER** **US 79 Improvements** **Williamson County**

Project Limits: Section 5A (US 79-B E. of Taylor to E. of FM 1063) 6.117 miles

Proposed Action: Provide construction phase engineering services for US 79 Section 5A within the project limits described above.

Scope of Services: All design work is to be performed and completed according to the requirements of the Master Agreement between Williamson County (the County) and the Texas Department of Transportation (TxDOT) for the Pass Through Toll Program. This project shall be developed in accordance with TxDOT 2004 Standard Specifications.

If requested, the Engineer shall prepare a written Memorandum of Understanding (MOU) prior to the commencement of any task associated with this Work Authorization and submit it to the County for approval. The MOU shall outline the work, time frame and level of effort associated with each individual task to ensure that both parties are in agreement as to the magnitude of the task.

Construction Phase Services will include:

Shop Drawing Review

Shop drawings requiring review may include, but shall not be limited to, the following items:

- 403 Temporary Shoring
- 441 Steel Structures
- 442 Structural Steel
- 449 Anchor Bolts
- 462 Concrete Box Culverts and Sewers
- 465 Manholes and Inlets
- 471 Frames, Grates, Rings and Covers
- 610 Roadway Illumination Assemblies
- 624 Ground Boxes
- 634 Plywood Signs
- 636 Aluminum Signs (Type A)
- 637 Aluminum Signs (Type G)
- 639 Revising Guide Sign Messages
- 642 Aluminum Signs (Type O2)
- 644 Small Roadside Sign Assemblies
- 644 Small Roadside Sign Supports
- 644 Large Roadside Sign Supports
- 650 Overhead Sign Supports

Shop drawings shall be reviewed as requested. The following procedures shall be used for the reviews:

1. Review the drawings for conformity to the plans, specifications and special provisions, as well as conformity to any subsidiary standards or criteria referred to by the plans, specifications or special provisions.
2. If the drawing is found to be in conformity, or an alternate design is adequate and acceptable, the drawing shall be marked "No Exceptions taken" with signature, date and statement that "Review is only for general conformance with the design concept of the contract documents. Markings or comments shall not be construed as relieving the contractor from compliance with the project plans and specifications, nor departures therefrom. The contractor remains solely responsible for details and accuracy, for conforming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for safety and for satisfactory performance of his work."
3. If there are only minor corrections, the incorrect information shall be crossed out and the information will be written next to the crossed out information. All the redlines shall be done in indelible red ink. The submittal shall be returned marked "Make Correction as Noted" and no re-submittal shall be required.
4. If the corrections are more significant and the Engineer does not concur with the information on the drawings, then the submittal shall be returned marked "Amend and Re-submit." The drawings must then be re-submitted for a second review.
5. If the drawings are found not to be in conformity, the drawings shall be marked "Rejected See Remarks." An explanation of why the submittal was disapproved will be provided in enough detail for the Contractor to be able to make the corrections for re-submittal.
6. A cover letter will be returned with the reviewed drawings containing:
 - A description of the submittal;
 - The status of the submittal;
 - A listing of sheet numbers and titles reviewed;
 - If the design reviewed was an alternate design, a notation declaring that an alternate design was presented and what criteria were used to determine if the alternate design is adequate and acceptable and;
 - If the submittal was not accepted without exception, an explanation of the exceptions.

Preparation of Change Orders, Alternate Design or Additional Design Details – Prepare Change Orders, Alternate Designs or Additional Design Details as directed by the County or its representatives throughout the duration of construction. Document each Change Order, Alternate Design or Design Details in sufficient detail to allow for the processing of the design refinement. Submit original mylar drawings and six copies of all Change Orders or designs requested by the County. In relation to preparation of change order documents, The Engineer shall be available to:

- Prepare a Fair Construction Cost Estimate for the change

**WORK AUTHORIZATION NO. 5
EXHIBIT C**

WORK SCHEDULE

Project: US 79
Limits: US 79-B East of Taylor
To: East of FM 1063
County: Williamson
Length: 6.117 Miles

The Engineer shall complete the review of all shop drawings within 14 calendar days from the date of its receipt, unless permitted otherwise by Williamson County (the County) or its representatives.

If requested, on tasks defined as construction phase services that are not related to shop drawings, a schedule shall be outlined within the Memorandum of Understanding for each of those tasks.

	A	B	C	D	E	F	G	H	I	J	K	L
1												
2	CARTER & BURGESS, INC.			EXHIBIT D							Contract No. 050789	
3				ENGINEERING FEE ESTIMATE								
4				US 79 SECTION 5A								
5	CONSTRUCTION PHASE SERVICES			WORK AUTHORIZATION NO. 5								
6				2006 CONTRACT SALARY RATES								
7												
8	HOURS											
9					PROJECT	SENIOR	DESIGN	GRADUATE	SENIOR	CADD		
10	FUNCTION CODE / TASK DESCRIPTION				MANAGER	ENGINEER	ENGINEER	ENGINEER	TECHNICIAN	TECHNICIAN	CLERICAL	TOTAL
11												
12	SHOP DRAWING REVIEW				8	24	30	8	0	0	4	74
13	CHANGE ORDERS, ALTERNATE OR ADDITIONAL DESIGN				24	130	160	80	0	100	12	506
14	CONSTRUCTION PHASE QUESTIONS / REQUESTS FOR INFORMATION (RFI)				24	40	30	20	0	40	4	158
15	ATTEND MEETINGS				16	24	24	16	0	4	0	84
16												
17	TOTALS: CONSTRUCTION PHASE SERVICES				72	218	244	124	0	144	20	822
18												
19	COST											
20	LOADED HOURLY RATE				\$207.61	\$136.02	\$121.70	\$89.49	\$137.20	\$95.96	\$60.84	
21												
22	DIRECT SALARY COST				\$14,948	\$29,652	\$29,695	\$11,097	\$0	\$13,818	\$1,217	\$100,427
23												
24												
25												
26												
27												
28												
29	COST INCLUDING OVERHEAD AND PROFIT				\$14,948	\$29,652	\$29,695	\$11,097	\$0	\$13,818	\$1,217	\$100,427
30												
31												
32				Subtotal			Delivery					TOTAL
33	SUMMARY			Loaded	Print/		Postage		Subtotal	Engineering		ENGINEERING
34				Labor	Repro	Travel	Materials	Misc	Expenses	Fee		FEE
35												
36	CARTER & BURGESS, INC.			\$100,427	\$600	\$500	\$500	\$0	\$1,600	\$102,027		\$102,027
37												
38												
39												
40	TOTALS											\$102,027
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