



Contract No. SH45-O'Connor Dr. (CSJ 0683-06-014)

Checklist

Prior to Initiation of Work

- ☒ Signed and Executed Agreement
- ☒ Scope of Services – Appendix A
 - ☐ Exhibit A – Services to be provided by County
 - ☐ Exhibit B – Services to be provided by Engineer
 - ☐ Exhibit C – Work Schedule
 - ☐ Exhibit D – Fee Schedule
- ☒ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Engineer – Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Engineer by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: _____
- ☒ Contractors Qualification Statement – Appendix B
- ☒ Insurance *pvt-qualified*
 - ☐ 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. SH45-O'Connor Dr. (CSJ 0683-06-014)

- ☐ 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 *on file*
- ☒ Invoice for Services Rendered
 - ☐ Supporting Documentation
 - ☐ Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - ☐ Proof of prior payment by Engineer of Reimbursables

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION:</u>	<u>TITLE:</u>	<u>PAGE</u>
I.	<i>Employment of the Engineer</i>	1
II.	<i>Basic Services of the Engineer</i>	1
III.	<i>Fee Schedule</i>	3
IV.	<i>Period of Service</i>	3
V.	<i>Coordination with the County</i>	4
VI.	<i>Review of Work Product</i>	5
VII.	<i>Revision to Work Product</i>	6
VIII.	<i>Engineer's Responsibility and Liability</i>	6
IX.	<i>Ownership of Documents</i>	8
X.	<i>Maintenance of and Right of Access to Records</i>	8
XI.	<i>Miscellaneous:</i>	
A.	Severability	9
B.	Venue and Governing Law	9
C.	Equal Opportunity in Employment	9
D.	Certificate of Engineer	9
E.	Notice	10
F.	Insurance Requirements	11
G.	Property Taxes	11
H.	Successors and Assigns	11
I.	Bidding Exemption	11
J.	Taxpayer Identification	11
K.	Compliance with Laws	11
L.	Reports of Accidents	11
M.	Definition of Engineer	12
N.	Gender, Number and Headings	12
O.	Incorporation of Exhibits & Attachments	12
P.	Entity Status	12
Q.	Construction	12
R.	Independent Contractor Relationship	12
S.	No Waiver of Immunities	12
T.	Interest and Late Payments	12
U.	Texas Public Information Act	13
V.	Acknowledgement	13
W.	Governing Terms and conditions	13
X.	Entire Agreement	13
	Signature Page	14

Contract No. SH45-O'Connor Dr. (CSJ 0683-06-014)

TABLE OF CONTENTS (cont'd)

EXHIBIT I	<i>Compensation for Professional Services</i>	15
	Attachment A – Work Authorization	17
EXHIBIT II	<i>Hourly Rates</i>	19
EXHIBIT III	<i>Compensation for Additional Professional Services</i>	20
EXHIBIT IV	<i>Production Schedule</i>	21
EXHIBIT V	<i>Procedures for Termination or Suspension</i>	22
EXHIBIT VI	<i>Equal Opportunity in Employment</i>	24
EXHIBIT VII	<i>Insurance Requirements</i>	26
APPENDIX A	<i>Scope of Services</i>	27
APPENDIX B	<i>Engineer's Qualification Statement</i>	28

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 PBS&J (*the "Engineer"*).

WHEREAS, *County* proposes to construct a multi-lane roadway;

WHEREAS, *County* desires to obtain professional services for Plans, Specifications, and Estimates (*the "Project"*);

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

NOW, THEREFORE, *County* and *Engineer* agree to the performance of the professional services by *Engineer* and the payment for these services by *County* as set forth herein.

Section I
Employment of the Engineer

County agrees to employ *Engineer* and *Engineer* agrees to perform professional engineering services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (*individually or collectively the "County Judge"*). The *County Judge* shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Engineer

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Judge*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.
- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

**Section III
Fee schedule**

- A. For and in consideration of the performance by *Engineer* of the work described in the Scope of Services, *County* shall pay and *Engineer* shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by *Engineer* on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services *Engineer* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Engineer's* services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on *Engineer*.

**Section IV
Period of Service**

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 183 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services. ✓
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services hereunder extends for a period of ninety (90) days or more, consecutive

or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV. ✓
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Engineer** shall not commence work on any phase of the **Project** until a thorough briefing on

the scope of the *Project* is received and a written Work Authorization is issued by the *County Judge* in substantially the form of Attachment A to Exhibit I.

- C. *Engineer* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. *Engineer* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Engineer's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Engineer* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County Judge*.

Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations,

corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

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

Section VIII Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings,

specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.

- D. **ENGINEER SHALL INDEMNIFY AND 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 SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.** ✓
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of *Engineer* shall be classified as an employee of *County*.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Engineer* are the property of *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County Judge*, shall be delivered to *County* in an organized fashion with *Engineer* retaining a copy.
- B. Any reuse by *Engineer* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Engineer's* sole risk and without liability or legal exposure to *County*. Should *Engineer* be terminated, *Engineer* shall not be liable for *County's* use of partially completed designs, plans, or specifications on this *Project* or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by *Engineer*, or Surveyor, as applicable, as specified by professional standards.
- C. *Engineer* will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and *County's* respective engineers and contractors, without the specific written consent of *Engineer*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

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

normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.

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

Section XI Miscellaneous

- A. ***Severability.*** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. ***Venue and Governing Law.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. ***Equal Opportunity in Employment.*** *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. ***Certificate of Engineer.*** *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal

governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

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

ENGINEER: PBS&J
6504 Bridge Point Pkwy, Suite 200
Austin, TX 78730
Attn: Thomas Lowe, P.E.

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

and to: _____

James Klotz, PE

mk

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax

Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.

- H. ***Successors and Assigns.*** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. ***Taxpayer Identification.*** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. ***Compliance with Laws.*** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. ***Reports of Accidents.*** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.
- M. ***Definition of Engineer.*** The term "*Engineer*" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. ***Gender, Number and Headings.*** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers

are for convenience only and shall not be considered in interpreting or construing this Agreement.

- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a Florida 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 goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by ***County*** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by ***County*** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of ***County's*** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, ***County*** shall notify the party requesting payment of such an invoice of the discrepancy. Following ***County's*** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. ***County*** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. ***County's*** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's

receipt of the corrected or revised invoice.

- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that *County*, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to *County* as to whether or not the same are available to the public. It is further understood that *County's* officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that *County*, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to *County* by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. **Acknowledgement.** As a duly authorized representative of *Engineer*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Engineer* has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this ____ day of _____, 200__.

THE ENGINEER:

PBS&J

BY: 

WILLIAMSON COUNTY:

BY: 
2-18-07

January 9, 2007 Commissioner Court Approved

14 of 28 Pages

Printed Name: Max D. Crumit, P.E.

Williamson County Judge

Title: Executive Vice President

Reviewed as to Form By:

Assistant County Attorney

Funds Verified By:

County Contracts
Management Auditor

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

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

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 1,439,860.53.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 - WORK AUTHORIZATIONS

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

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

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$ 1,439,860.53, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

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

ATTACHMENT A

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 PBS&J (*the "Engineer"*).

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

Plans, Specifications, and Estimates (See Exhibits A, B, C, & D)

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$ 1,439,860.53.

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 October 31st, 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.

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

EXECUTED this day of , 200 .

ENGINEER:

[Insert Company Name HERE]

By:

Signature

Max D. Crumit, P.E.

Printed Name _____

Executive Vice President

Title

COUNTY:

Williamson County, Texas

By:

Signature _____

Printed Name _____

County Judge

Title

OK
m

LIST OF EXHIBITS

January 9, 2007 Commissioner Court Approved

18 of 28 Pages

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II
HOURLY RATES

1. Senior Project Manager.....	\$ 52.00
2. Project Manager.....	\$ 44.00
3. Admin/Clerical.....	\$ 23.00
4. Senior Engineer IV.....	\$ 71.00
5. Senior Engineer III.....	\$ 53.00
6. Senior Engineer II.....	\$ 48.00
7. Senior Engineer I.....	\$ 37.00
8. Engineer I, II, & III.....	\$ 32.00
9. Senior Technical Coordinator II.....	\$ 43.00
10. Senior Scientist IV.....	\$ 58.00
11. Senior Scientist I & II.....	\$ 35.00
12. Senior Surveyor IV.....	\$ 54.50
13. Senior Surveyor III.....	\$ 44.50
14. Senior Estimator/Scheduler II.....	\$ 40.00
15. CADD Designer.....	\$ 36.00
16. Senior CADD Technician.....	\$ 27.00
17. Senior Field Representative I & II.....	\$ 24.50
18. 3-Person Field Crew.....	\$ 175.00

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

EXHIBIT IV

PRODUCTION SCHEDULE

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

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

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

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

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

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

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

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

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

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

EXHIBIT VII

INSURANCE REQUIREMENTS

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$ 1,000,000 per occurrence and \$ 2,000,000 in the aggregate, including coverage on same for independent 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 \$ 1,000,000 per occurrence and \$ 1,000,000 in the aggregate. **Engineer** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$ 2,000,000.
- E. In the event **Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Engineer** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

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

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

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

APPENDIX A

SCOPE OF SERVICES

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

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

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

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

EXHIBIT A
SERVICES TO BE PROVIDED BY THE COUNTY

PROJECT DESCRIPTION:

This project consists of engineering and technical services for the re-design of the May 2006 design plans, specifications and estimates (PS&E) and related documents for the improvements to SH 45 North from station 400+00 just west of O'Connor Drive (Arterial C) to Station 420+00 east of O'Connor Drive (existing plan set CSJ 0683-06-014, Austin District). The revisions to this plan set will reflect the impacts of moving the previous alignment of O'Connor Drive approximately 360 feet to the east. The modifications to O'Connor Drive will be from SH 45 North to approximately 750 feet north of SH 45 North and will tie into proposed O'Connor roadway designed by others.

Williamson County in collaboration with The Texas Department of Transportation (State) has commissioned the services of PBS&J and their sub-consultants to serve as the Engineer on this project. Their mandate shall be the development of the design activities of the PROJECT.

The County shall furnish to the Engineer the following items:

1. Existing environmental documents.
2. Existing permitting packages (if needed).
3. Existing Schematic designs and associated electronic files.
4. Existing right of way mapping, parcel plats and field notes (hard copy and electronic formats – if needed).
5. Roadway design requirements.
6. Project horizontal control points.
7. Project benchmark elevations and descriptions for vertical control.
8. Data on file concerning:
 - a. An electronic copy of the existing digital photographic file, on a reproducible CD.
 - b. An electronic copy of the existing 2D Microstation planimetric mapping file, on a reproducible CD.
 - c. Existing roadway 3D Microstation Digital Terrain Mapping (DTM) file on a reproducible CD.
 - d. Existing facilities construction documents.
 - e. Hard copies and electronic Microstation files and associated reference files for PS&E plan sheets prepared by KBR (Section 3).
 - f. Hard copies and electronic Microstation files and associated reference files for PS&E plan sheets prepared by Jacobs Engineering (Section 7).
9. Available interface data for any projects adjacent to, crossing, and/or within project limits.
10. Available existing traffic counts and design year traffic projections necessary to develop the traffic control plans and traffic warrant studies.
11. Approved pavement design for the project.
12. Available approved Austin District and Statewide design standard drawings.
13. The State shall secure all required permits and agreements.
14. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, State and federal agencies.

15. Timely review and decisions necessary for the Engineer to maintain the contracted project schedule.
16. The County will coordinate and secure approval for any detour routes/roadway closures with EMS, school system, U.S. Mail, etc.
17. Planimetric layout identifying underground utility locations, as compiled from the 2002 Project and as-builts provided by utility companies.
18. Available soil boring information, stability analysis, settlement analysis, and foundation design for existing retaining walls, overhead sign structures, lighting, structures, and bridges within the project limits.
19. Project technical and administrative standards and procedures.
20. Approved final overhead sign schematics including toll signing.
21. Water Pollution Abatement Plan (WPAP)
22. "Hydraulic Study for Loop 1 and SH 45 interchange from West of Rattan Creek to East of Quick Hill Road" dated 11/30/01, prepared by KBR.
23. The County will also provide the following:
 - a. Utility relocation design (if required)
 - b. Traffic and Revenue should be analyzed the implications on projected traffic and toll revenues of each of these tolling concept.
 - c. Third party utility design (if required)
 - d. Aesthetic guidelines for bridges, retaining walls and landscape
 - e. New Geotechnical Investigation including a Geological Assessment to support a new TCEQ Water Pollution Abatement Plan (WPAP) submittal.
 - f. Utility relocation coordination
 - g. Environmental support and permitting. State to provide content for the EPIC sheet.
 - h. ROW support
 - i. Environmental Studies and Public Involvement
 - j. Toll Collection System Design and plans sheets

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION:

This project consists of engineering and technical services for the re-design of the May 2006 design plans, specifications and estimates (PS&E) and related documents for the improvements to SH 45 North from station 400+00 just west of O'Connor Drive (Arterial C) to Station 420+00 east of O'Connor Drive (existing plan set CSJ 0683-06-014, Austin District). The revisions to this plan set will reflect the impacts of moving the previous alignment of O'Connor Drive approximately 360 feet to the east. The modifications to O'Connor Drive will be from SH 45 North to approximately 750 feet north of SH 45 North and will tie into proposed O'Connor roadway designed by others.

SCOPE OF WORK:

General updates and modifications to the PS&E and related documents include:

1. Westbound Exit and Entrance Ramps for SH 45.
2. Eastbound Exit and Entrance Ramps for SH 45.
3. Eastbound and Westbound Direct Connector Ramps to Loop 1.
4. Westbound and Eastbound Frontage Roads (two-lane) from approximately 1350' west of the proposed O'Connor Drive extension to of McNeil road.
5. Tie to the existing O'Connor design (prepared by others), design of approximately 750 feet of O'Connor Drive.
6. O'Connor Drive Bridge, (two-lane structure) connecting the Eastbound and Westbound Frontage Roads at the intersection of O'Connor Drive. (The Northbound two-lane bridge and the two u-turns are not included in this alternative)

Specific updates and modifications are summarized as follows:

- a. Move the previous alignment of O'Connor Drive approximately 360 feet to the east.
- b. Redesign retaining walls from a tiered design to a single wall along the EB Frontage Road at the O'Connor Drive intersection. (RW 11, RW 12, RW 15 and RW 16)
- c. Westbound SH 45 Entrance Ramp superelevation and vertical profiles.
- d. Remove the vertical sag curve from the proposed structure on the Westbound Frontage Road.
- e. Remove the free turning right lane from O'Connor Drive to the Westbound Frontage Road. (Will avoid disturbing the existing detention pond to the west)
- f. Redesign the O'Connor Drive Bridge from a 5-lane Bridge with u-turn structures to a two-lane bridge (southbound only) without u-turn structures.
- g. Shift the Westbound Frontage Road alignment approximately 4' to the south. (Will eliminate the need for additional ROW.)
- h. Redesign the Westbound Direct Connector Ramp alignments, vertical profiles, and retaining walls. (This adjustment will move the ramp outside the existing rail road ROW located east of McNeil.)
- i. Redesign of all Bridges in order to comply with LRFD Requirements. (The original design for all bridges was performed with AASHTO Standard Specifications and HS20 loading.)

Drainage Assumptions:

- a. The ENGINEER assumes that the HAZMAT Material Trap located at approximate EBFR Station 414+50 will be demolished due to proposed construction of the eastbound frontage road and will not be redesigned or added into PBS&J's plan set.
- b. The ENGINEER assumes the SW3P plan will have a maximum of 1 phase of construction.
- c. The ENGINEER will be responsible for re-designing one water quality pond (water quality pond BMP #1A) to allow for the proposed O'Connor Road shift. This will include structural design of the pond walls, but geotechnical information will be provided by others or as an additional service.
- d. PBS&J will obtain environmental permitting information, to be provided by the State, to complete the EPIC sheet. PBS&J will not be responsible for performance of any environmental or geologic assessment services.
- e. PBS&J will coordinate with the Upper Brushy Creek Water Control Improvement District (UBWCID) regarding the Smith Lake Dam and will ensure that proposed fill due to the proposed design will be mitigated within the Rattan Creek floodplain.
- f. PBS&J will prepare and submit a WPAP to TCEQ for approval and also coordinate with the local community floodplain administrator. Submittal fees by agencies are not included in this estimate and are assumed to be provided by the State.
- g. The ENGINEER will conduct scour analyses for the proposed eastbound and westbound frontage roads and the ramp from eastbound frontage road to Direct Connector ES over Rattan Creek. Existing columns will be used as a reference.
- h.
- i. PBS&J will not be responsible for making any modifications located outside of the limits as stated in the project description.

The Engineer will perform all work necessary to provide Williamson County and/or the TxDOT Austin District with complete PS&E documentation for the above referenced project, all in accordance with the requirements and policies of TxDOT.

- Work performed by the Engineer will include preparation of a hydraulic report and water pollution abatement plan (WPAP). The hydraulic report will not duplicate material contained in the PS&E set or the WPAP, but will supplement that material with information relating to H&H parameters and expand on the analysis related to Rattan Creek and FEMA and/or Upper Brushy WCID coordination related to Smith Lake Dam. PBS&J plans to submit a draft report as part of the 75% submittal and a final drainage report as part of the 95% plan set submittal.
- The PS&E for the proposed improvements will be developed into a stand-alone PS&E package in preparation for a separate letting.
- The Project Cost Estimate will be updated per the new plans quantities and revised using the current 2004 Specification Manual pay items and description codes.
- The PS&E shall be complete and suitable for negotiating a separate letting with a contractor, and in accordance with the latest Austin District PS&E Checklist.

The PS&E services provided under this Work Authorization will consist of items listed below as described within Exhibit D:

FC 130 - Right-of-Way Data
FC 150 - Field Surveying
FC 160 - Roadway Design
FC 161 - Drainage
FC 162 - Signing, Markings and Signalization
FC 163 - Miscellaneous (Roadway)
FC 170 - Bridge Design

The services not described within this Work Authorization (Exhibit B and Exhibit D) and variations to the concept provided shall not be performed unless authorized by TxDOT Austin District and Williamson County through a supplemental agreement.

Deliverables

The final plan sheets shall be 4 mil-double matte standard mylars, size 11" x 17", signed, sealed and dated by a Professional Engineer registered in the State of Texas.

The Engineer shall make submittals (75%, 95% and Final), as defined by the milestones in Exhibit C. The submittals shall consist of five (5) 11"x17" paper sets.

The State and County will comment on the Engineer's submittals using a "Review of Drawings and Specifications" form. The Engineer shall reply to each comment on the form and submit the replies in compliance with the agreed upon schedule and with the next scheduled submittal. Review meetings between the State, County and the Engineer will be scheduled by mutual agreement to discuss comments and replies. The Engineer shall make all agreed upon changes to the submitted documents before the next scheduled submittal.

In the final submittal, the Drainage Engineer shall also deliver:

1. An electronic version of the hydrologic and hydraulic models and applicable data and maps
2. Three (3) 8 ½"x 11" Bound Paper copies and a pdf version of the Hydraulic Report
3. Three (3) 8 ½"x 11" Bound Paper copies and a pdf version of the Water Pollution Abatement Plan (WPAP)

EXHIBIT C WORK SCHEDULE

The Engineer shall complete the work authorization within 183 calendar days, commencing upon the issuance of Notice to Proceed and receipt of documents to be provided by the COUNTY as specified in Exhibit A.

Schedule of Anticipated Milestones

Signed NTP	February 16, 2009
75% Submittal	April 20, 2009
95%	June 22, 2009
Final Deliverables Submittal	August 25 th , 2009

**EXHIBIT D
FEE SCHEUDLE
SH 45 - O'Connor
Summary Sheet**

PBS&J Labor Subtotal	Labor	Fixed Fee (12%)	Hours
FC 110 - Route and Design Studies	\$0.00	\$0.00	0
FC 120 - Environmental Studies and Public Involvement	\$0.00	\$0.00	0
FC 130 - Right-of-Way Data	\$0.00	\$0.00	0
FC 150 - Field Surveying	\$42,470.54	\$1,568.46	320
FC 160 - Roadway Design	\$164,879.20	\$19,785.50	1408
FC 161 - Drainage	\$260,461.46	\$31,255.36	2678
FC 162 - Signing, Markings and Signalization	\$58,948.56	\$7,073.83	504
FC 163 - Miscellaneous (Roadway)	\$185,667.76	\$22,280.14	1486
FC 170 - Bridge Design	\$572,030.20	\$68,643.62	5496
FC 193 - Toll Collection System Design	\$0.00	\$0.00	0
Totals	\$1,284,457.72	\$150,606.91	11892

Labor Total (Plus Fixed Fee)

\$1,435,064.63

Expenses \$4,795.90

Summary	
Labor Cost (Plus Fixed Fee)	\$1,435,064.63
Subconsultants (Plus Fixed Fee)	\$0.00
Expenses	\$4,795.90
Total	\$1,439,860.53

Summary By Task		
Total by Task	Fee Estimate	Man-Hours
FC 110 - Route and Design Studies	\$0.00	0
FC 120 - Environmental Studies and Public Involvement	\$0.00	0
FC 130 - Right-of-Way Data	\$0.00	0
FC 150 - Field Surveying	\$44,039.00	320
FC 160 - Roadway Design	\$184,664.70	1,408
FC 161 - Drainage	\$291,716.82	2,678
FC 162 - Signing, Markings and Signalization	\$66,022.39	504
FC 163 - Miscellaneous (Roadway)	\$207,947.90	1,486
FC 170 - Bridge Design	\$640,673.82	5,496
FC 193 - Toll Collection System Design	\$0.00	0
Expenses	\$4,795.90	
Total	\$1,439,860.53	11,892

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

PBSJ Summary			
Classification	Estimated Average Billing Rate	Off-Site Hours	Total Labor Cost
Sr. Advisor	\$72.00	0	\$ -
Sr. Program Manager	\$64.00	0	\$ -
Program Manager	\$53.00	0	\$ -
Sr. Project Manager	\$52.00	192	\$ 9,984.00
Project Manager	\$44.00	348	\$ 15,312.00
Sr. Analyst I & II	\$30.00	0	\$ -
Analyst I & II	\$27.00	0	\$ -
Admin/Clerical	\$23.00	58	\$ 1,334.00
Sr. Engineer IV	\$71.00	974	\$ 69,154.00
Sr. Engineer III	\$53.00	962	\$ 50,986.00
Sr. Engineer II	\$48.00	574	\$ 27,552.00
Sr. Engineer I	\$37.00	1939	\$ 71,743.00
Engineer I, II & III	\$32.00	2327	\$ 74,464.00
Sr. Technical Coordinator II	\$43.00	688	\$ 30,014.00
Sr. Technical Coordinator I	\$35.00	0	\$ -
Technical Coordinator I & II	\$28.00	0	\$ -
Technical Intern I & II	\$18.00	0	\$ -
Sr. Scientist IV	\$58.00	0	\$ -
Sr. Scientist III	\$50.00	0	\$ -
Sr. Scientist I & II	\$35.00	218	\$ 7,630.00
Scientist I & II	\$20.00	0	\$ -
Sr. Planner IV	\$63.00	0	\$ -
Sr. Planner III	\$49.00	0	\$ -
Sr. Planner I & II	\$37.00	0	\$ -
Planner I & II	\$30.00	0	\$ -
Sr. ROW Agent IV	\$51.00	0	\$ -
Sr. ROW Agent III	\$45.00	0	\$ -
Sr. ROW Agent I & II	\$38.00	0	\$ -
ROW Agent I & II	\$28.00	0	\$ -
Sr. GIS Analyst III	\$44.00	0	\$ -
Sr. GIS Analyst I & II	\$39.00	0	\$ -
GIS Analyst I & II	\$27.00	0	\$ -
Sr. Surveyor IV	\$54.50	14	\$ 763.00
Sr. Surveyor III	\$44.50	42	\$ 1,889.00
Sr. Surveyor I & II	\$38.00	0	\$ -
Surveyor I & II	\$30.00	0	\$ -
Sr. Information Solutions Developer III & IV	\$57.00	0	\$ -
Sr. Information Solutions Developer I & II	\$38.00	0	\$ -
Information Solutions Developer I & II	\$26.00	0	\$ -
Sr. ITS Specialist II	\$58.00	0	\$ -
Sr. ITS Specialist I	\$42.00	0	\$ -
ITS Specialist I & II	\$35.00	0	\$ -
Sr. Landscape Architect IV	\$42.00	0	\$ -
Sr. Landscape Architect III	\$47.00	0	\$ -
Sr. Landscape Architect I & II	\$39.00	0	\$ -
Landscape Architect I & II	\$28.00	0	\$ -
Sr. Architect IV	\$49.00	0	\$ -
Sr. Architect III	\$47.00	0	\$ -
Sr. Architect I & II	\$35.00	0	\$ -
Architect I & II	\$30.00	0	\$ -
Sr. Estimator/Scheduler III	\$52.00	0	\$ -
Sr. Estimator/Scheduler II	\$40.00	0	\$ -
Sr. Estimator/Scheduler I	\$37.00	0	\$ -
Estimator/Scheduler I & II	\$27.00	0	\$ -
CADD Supervisor I & II	\$36.00	0	\$ -
CADD Designer	\$36.00	2978	\$ 107,208.00
Sr. CADD Technician	\$27.00	304	\$ 8,208.00
CADD Technician I & II	\$19.00	0	\$ -
Sr. Graphic Designer I & II	\$24.00	0	\$ -
Graphic Designer I & II	\$19.00	0	\$ -
Sr. Utility Management Representative	\$46.00	0	\$ -
Utility Management Rep. I & II	\$35.00	0	\$ -
Sr. Field Representative I & II	\$24.50	96	\$ 2,352.00
3-Person Field Crew	\$175.00	168	\$ 29,400.00
Sub-Totals		11892	\$478,573

**EXHIBIT D
FEE SCHEDULE
SH 45 - O'Connor**

PBSJ Summary

PBSJ Summary	Unit Price \$ / Hour	Project Manhours	Project Costs	\$ / Hour (A)	\$ / Hour (B)	\$ / Hour (C)	\$ / Hour (D)	\$ / Hour (E)	\$ / Hour (F)
Estimated Average Billing Rate	\$52.00	\$44.00	\$23.00	\$71.00	\$53.00	\$46.00	\$37.00	\$32.00	\$43.00
	On-Site	On-Site	On-Site	On-Site	On-Site	On-Site	On-Site	On-Site	On-Site
FC 119 - Route and Design Studies									
FC 120 - Environmental Studies and Public Involvement									
FC 130 - Right-of-Way Data									
FC 160 - Field Surveying									
FC 160 - Roadway Design		111.8		798.0				251.0	312.0
FC 161 - Drainage	192.5		26.5			674.0		907.0	
FC 162 - Signing, Markings and Signalization		17.6		125.0				130.0	11.0
FC 163 - Miscellaneous (Roadway)		220.0	22.0	400.0				164.0	372.0
FC 170 - Bridge Design				183.0	652.0		609.0	615.0	
FC 193 - Toll Collection System Design									
	On-Site	On-Site	On-Site	On-Site	On-Site	On-Site	On-Site	On-Site	On-Site
Hours Subtotal	192	349	88	874	662	674	609	615	681
Direct Labor Costs	\$9,984.00	\$15,312.00	\$1,924.00	\$61,954.00	\$35,266.00	\$27,652.00	\$22,743.00	\$19,680.00	\$29,014.00
Overhead Multiplier	162.25%	162.25%	162.25%	162.25%	162.25%	162.25%	162.25%	162.25%	162.25%
Overhead Costs	\$16,189.04	\$24,843.72	\$3,124.42	\$112,202.37	\$66,724.78	\$51,763.12	\$37,401.02	\$32,417.54	\$46,697.72
Total Labor Costs	\$26,173.04	\$40,155.72	\$5,048.42	\$174,156.37	\$101,990.78	\$79,415.12	\$60,144.02	\$52,097.54	\$75,711.72
Fixed Fee (15%)	\$3,925.95	\$6,023.35	\$757.26	\$26,123.45	\$15,298.62	\$11,912.26	\$8,771.73	\$7,814.62	\$11,356.71
Grand-Total Cost	\$29,325.00	\$44,974.00	\$5,805.68	\$200,279.82	\$117,289.40	\$91,327.38	\$68,915.75	\$59,912.16	\$87,068.43

**EXHIBIT D
FEE SCHEDULE
SH 45 - O'Connor**

PBSJ Summary

PBSJ Summary	FC 110 - Route and Design Studies	FC 120 - Environmental Studies and Public Involvement	FC 130 - Right-of-Way Data	FC 150 - Field Surveying	FC 160 - Roadway Design	FC 181 - Drainage	FC 182 - Signing, Markings and Signification	FC 183 - Miscellaneous (Roadway)	FC 170 - Bridge Design	FC 180 - Toll Collection System Design	Total
Estimated Average Billing Rate	\$35.00	\$54.50	\$44.50	\$38.00	\$77.00	\$24.00	\$175.00				
	ON-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	
FC 110 - Route and Design Studies											
FC 120 - Environmental Studies and Public Involvement											
FC 130 - Right-of-Way Data											
FC 150 - Field Surveying		14.0	42.0		90.0	180.0					320.0
FC 160 - Roadway Design					440.0						1,400.0
FC 181 - Drainage		210.0			447.0	304.0					2,879.0
FC 182 - Signing, Markings and Signification					211.0						504.0
FC 183 - Miscellaneous (Roadway)					278.0						1,458.0
FC 170 - Bridge Design					1,907.0						6,409.0
FC 180 - Toll Collection System Design											
	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Total
Hours Subtotal	18	14	42	2,878	304	96	180				11,892
Direct Labor Costs	\$7,630.00	\$763.00	\$1,869.00	\$107,203.00	\$23,208.00	\$2,352.00	\$29,400.00				\$507,973.00
Overhead Multiplier	162.25%	162.25%	162.25%	162.25%	162.25%	162.25%	162.25%				
Overhead Costs	\$12,379.65	\$1,240.97	\$3,032.45	\$175,941.96	\$38,317.45	\$3,816.12	\$47,880.00				\$778,484.72
Total Labor Costs	\$20,009.65	\$1,960.97	\$4,901.45	\$283,144.96	\$61,525.45	\$6,168.12	\$77,280.00				\$1,286,457.72
Fixed Fee (12%)	\$2,401.16	\$235.32	\$588.17	\$33,977.39	\$7,383.06	\$740.17	\$9,273.60				\$154,134.03
Grand-Total Cost	\$22,410.81	\$2,240.81	\$5,489.62	\$317,122.35	\$68,908.51	\$6,904.04	\$86,553.60				\$1,440,591.75

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

Other Direct Expenses	Labor	Assumed Rate	Quantity	Cost
Lodging/Hotel (Taxes/fees not included)	day/person	\$ 80.00	3	\$ 240.00
Meals	day/person	\$ 36.00	6	\$ 216.00
Mileage	mile	\$ 0.49	1690	\$ 819.85
Rental Car / Fuel	day	\$ 85.00	8	\$ 390.00
Parking	day	\$ 10.00	6	\$ 60.00
Toll Charges	each	\$ 5.00	13	\$ 65.00
			0	\$ -
Photocopies B&W (8 X 10)	each	\$ 0.10	200	\$ 20.00
Photocopies B&W (11 X 17)	each	\$ 0.15	2075	\$ 311.25
Photocopies Color (8 X 10)	each	\$ 1.00	0	\$ -
Photocopies Color (11 X 17)	each	\$ 1.20	0	\$ -
Mylar (11" X 17")	sheet	\$ 2.00	620	\$ 1,240.00
CADD Plotting	linear foot	\$ 7.50	100	\$ 750.00
Mylar Plots	linear foot	\$ 3.00	0	\$ -
Digital Ortho Plotting	linear foot	\$ 7.50	0	\$ -
Presentation Boards 30" X 40" Color Mounted	each	\$ 20.00	2	\$ 40.00
Standard Postage	letter	\$ 0.41	0	\$ -
Overnight Mail - Letter size	each	\$ 25.00	0	\$ -
Overnight Mail - Oversize box	each	\$ 35.00	8	\$ 280.00
Courier Services	each	\$ 30.00	8	\$ 240.00
			0	\$ -
Reproduction of CD/DVD	each	\$ 3.00	8	\$ 24.00
Film - 24 Exp Roll	roll	\$ 8.00	0	\$ -
Film Processing - 24 Exp Roll	roll	\$ 10.00	0	\$ -
4 X 6 Digital Color Print	picture	\$ 0.50	200	\$ 100.00
Historical Aerial Images	unit	\$ 350.00	0	\$ -
Hazardous Materials Database Search	per search	\$ 2,000.00	0	\$ -
Required Permit Fees	each	\$ 1,000.00	0	\$ -
Backhoe Rental	day	\$ 500.00	0	\$ -
Acetal Panel Material	each	\$ 5.00	0	\$ -
ROW Monument Material	each	\$ 10.00	0	\$ -
Traffic Control	each	\$ 1,000.00	0	\$ -
GPS Receiver	hour	\$ 25.00	0	\$ -
Newspaper Advertisement	per publication	\$ 2,000.00	0	\$ -
Court Reporter (Public Hearings & Transcription)	day	\$ 500.00	0	\$ -
Law Enforcement/Uniform Officer	hour/officer	\$ 45.00	0	\$ -
Translator (English to Spanish) for Public Involvement	event	\$ 100.00	0	\$ -
Translator (English to Spanish or Sign Language)	hour	\$ 100.00	0	\$ -
Public Involvement Facility Rental	event	\$ 500.00	0	\$ -
Public Involvement Facility Rental (estimate)	hour	\$ 150.00	0	\$ -
TOTAL:				\$ 4,795.90

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 150 - Field Surveying	On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site
Estimated Average Billing Rate	\$23.00	\$54.50	\$44.50	\$24.00	\$175.00			
FC 150 - Field Surveying								
Recover, Verify and Denote SH 45 Primary Horizontal / Vertical Control		2.0	12.0	18.0	24.0			48.0
SH 45 As-Built Topographic Survey - Frontage Roads, McNeil Road, and Natural Ground		2.0	4.0	16.0	80.0			132.0
Collect SH 45 Bottom of Bend / Beam Elevations		2.0	2.0	6.0	16.0			28.0
McNeil Road As-Built Survey		2.0	4.0	8.0	16.0			30.0
O'Connor Drive Topographic Survey		12.0	4.0	8.0	32.0			48.0
Update Existing DTM / Drafting		4.0	24.0	40.0				68.0
	On-Site	On-Site	On-Site	On-Site	On-Site		Total	
Hours Subtotal		14.0	42.0	84.0	168.0		308.0	
Direct Labor Costs	\$0.00	\$763.00	\$1,898.00	\$2,352.00	\$29,400.00		\$34,353.00	
Overhead Multiplier	162.25%	162.25%	162.25%	162.25%	162.25%			
Overhead Costs	\$0.00	\$1,237.87	\$3,082.43	\$3,816.12	\$48,000.00		\$56,086.54	
Total Labor Costs	\$0.00	\$2,000.87	\$4,980.43	\$6,168.12	\$77,400.00		\$90,439.54	
Fixed Fee (12%)	\$0.00	\$240.11	\$597.65	\$740.17	\$9,288.00		\$11,025.93	
Grand-Total Cost	\$0.00	\$2,241.00	\$5,578.08	\$6,908.29	\$86,688.00		\$101,465.47	

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 160 - Roadway Design		1 Sheet	2 Sheets	3 Sheets	4 Sheets	5 Sheets	6 Sheets	7 Sheets	8 Sheets
Estimated Average Billing Rate		\$44.00	\$71.00	\$32.00	\$43.00	\$38.00			
		On-Site	Off-Site	Off-Site	Off-Site	Off-Site			
Roadway Design (FC 160)									
A. Refine Schematic									
1. Review schematic provided by GEC		8.0		18.0				24.0	
2. Update topographic CADD files		6.0		18.0				24.0	
3. Refine horizontal and vertical alignments									
a. EB Frontage Road (FRE03)		1.0	1.0	8.0		2.0		12.0	
b. WB Frontage Road (FRW1 5)		1.0	1.0	8.0		2.0		12.0	
c. McNeil Road (CR 171) (MCNL)		1.0	1.0	8.0		2.0		12.0	
d. McNeil Road U-Turn (XMCNLU)		1.0	1.0	8.0		2.0		12.0	
e. EB Toll Ramp (RE09U)		1.0	1.0	8.0		2.0		12.0	
f. WB Toll Ramp (RW09U)		1.0	1.0	8.0		2.0		12.0	
g. EB DC Ramp (RE2 3)		1.0	1.0	8.0		2.0		12.0	
h. WB DC Ramp (RE1 5)		1.0	1.0	8.0		2.0		12.0	
i. EB Ramp (RE07)		1.0	1.0	8.0		2.0		12.0	
j. WB Ramp (RE08)		1.0	1.0	8.0		2.0		12.0	
k. O'Connor Drive (Old Alt "C" - ARTC01)		1.0	1.0	8.0		2.0		12.0	
4. Determine vertical clearances at grade separations (5)		2.0	4.0			18.0		22.0	
5. Superelevation Transitions									
a. EB Frontage Road (FRE03)			1.0	3.0		1.0		5.0	
b. WB Frontage Road (FRW1 5)			1.0	3.0		1.0		5.0	
c. McNeil Road (CR 171) (MCNL)			1.0	3.0		1.0		5.0	
d. McNeil Road U-Turn (XMCNLU)			1.0	3.0		1.0		5.0	
e. EB Toll Ramp (RE09U)			1.0	3.0		1.0		5.0	
f. WB Toll Ramp (RW09U)			1.0	3.0		1.0		5.0	
g. EB DC Ramp (RE2 3)			1.0	3.0		1.0		5.0	
h. WB DC Ramp (RE1 5)			1.0	3.0		1.0		5.0	
i. EB Ramp (RE07)			1.0	3.0		1.0		5.0	
j. WB Ramp (RE08)			1.0	3.0		1.0		5.0	
k. O'Connor Drive (Old Alt "C" - ARTC01)			1.0	3.0		1.0		5.0	
B. Roadway Design									
1. EB Frontage Road (FRE03)	4	6.0	8.0	8.0		32.0		52.0	13.0
2. WB Frontage Road (FRW1 5)	6	6.0	8.0	8.0		32.0		54.0	9.0
3. McNeil Road (CR 171) (MCNL)	2	4.0	4.0	8.0		18.0		30.0	15.0
4. McNeil Road U-Turn (XMCNLU)	2	4.0	4.0	8.0		18.0		30.0	15.0
5. EB Toll Ramp (RE09U)	3	6.0	8.0	8.0		24.0		41.0	13.7
6. WB Toll Ramp (RW09U)	3	6.0	8.0	8.0		24.0		41.0	13.7
7. EB DC Ramp (RE2 3)	1	1.0	2.0	6.0		8.0		17.0	17.0
8. WB DC Ramp (RE1 5)	1	1.0	2.0	6.0		8.0		17.0	17.0
9. EB Ramp (RE07)	2	3.0	4.0	8.0		18.0		29.0	14.5
10. WB Ramp (RE08)	2	3.0	4.0	8.0		18.0		29.0	14.5
11. O'Connor Drive (Old Alt "C" - ARTC01)	2	3.0	4.0	8.0		18.0		29.0	14.5
C. Typical Sections									
1. Proposed Sections (2 Typical Sections Sheets)	2	2.0	4.0	8.0		8.0		20.0	10.0
D. Mainline and Frontage Road Design									
E. Diamond Interchanges									
F. Cross Streets									
1. Intersection Layouts									
a. O'Connor Drive (Old Alt "C" - ARTC01)	1	1.0	2.0	6.0				9.0	9.0
b. McNeil Road (CR 171) (MCNL)	1	1.0	2.0	6.0				9.0	9.0
2. Grading Layouts									
a. O'Connor Drive (Old Alt "C" - ARTC01)	1	2.0	4.0	6.0		18.0		28.0	28.0
b. McNeil Road (CR 171) (MCNL)	1	2.0	4.0	6.0		18.0		28.0	28.0
G. Cut and Fill Quantities									
1. 75 percent quantities									
a. Shaping		2.0	8.0			32.0		42.0	
b. Criteria development (140 sections @ 50')		2.0	8.0			40.0		50.0	
c. Earthwork			4.0			4.0		8.0	
d. Sheet preparation (48 sheets)			8.0			38.0		44.0	
e. Plotting						18.0		18.0	
2. 95 percent quantities									
a. Shaping		1.0	2.0			16.0		19.0	
b. Criteria development (140 sections @ 50')		1.0	2.0			18.0		19.0	

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC-160 - Roadway Design		Asst. Engineer	Proj. Eng. / Manager	Senior Engineer	Engineer III / A.D.	Engineer II / C.D.	Engineer I / D.D.	Surveyor	Inspector	Office Support
Estimated Average Billing Rate		\$44.00	\$71.00	\$32.00	\$43.00	\$38.00				
		On-Site	Off-Site	On-Site	On-Site	On-Site				
c.	Earthwork		2.0		4.0				6.0	
d.	Sheet preparation (48 sheets)		2.0		18.0				18.0	
e.	Plotting					18.0			18.0	
3	Final quantities									
a.	Earthwork		2.0		4.0				6.0	
b.	Sheet preparation (48 sheets)		2.0		8.0				10.0	
c.	Plotting					18.0			18.0	
H.	Plan Preparation									
1.	Title sheet	1	1.0	2.0		4.0			7.0	7.0
2.	Index of sheets	1	1.0			7.0			8.0	8.0
3.	Typical Sections	4	4.0	8.0		24.0			37.0	9.3
4.	General Notes	10	4.0	8.0		18.0			28.0	2.8
I.	Pavement Design									
J.	Pedestrian and Bicycle Facilities									
L.	Project Layouts	2	1.0	2.0		6.0			8.0	4.0
M.	Horizontal Alignment Data	5	4.0	8.0		8.0	24.0		44.0	8.8
N.	Reference Ties and Control Monuments									
O.	Grading Layouts	3	4.0	18.0		24.0	18.0		60.0	20.0
P.	Demolition Layouts	7	4.0	24.0		40.0	40.0		108.0	15.4
Q.	Driveway Details									
R.	Miscellaneous Roadway Details	3	2.0	2.0		4.0	18.0		24.0	8.0
S.	Standards	25	2.0	4.0		8.0			14.0	0.8
T.	Perform QA/QC (75%)			40.0					40.0	
U.	Perform QA/QC (95%)			24.0					24.0	
V.	Perform QA/QC (Final)			18.0					18.0	
			On-Site	Off-Site	On-Site	On-Site	On-Site		Total	
Hours Subtotal			111.0	289.0	251.0	312.0	443.0		1,405.0	
Direct Labor Costs			\$4,884.00	\$20,619.00	\$8,032.00	\$13,416.00	\$16,920.00		\$62,871.00	
Overhead Multiplier			162.25%	162.25%	162.25%	162.25%	162.25%			
Overhead Costs			\$7,924.29	\$33,292.08	\$13,031.92	\$21,767.48	\$26,592.45		\$102,008.20	
Total Labor Costs			\$12,808.29	\$53,911.08	\$21,063.92	\$35,183.48	\$42,012.45		\$164,879.20	
Fixed Fee (12%)			\$1,536.99	\$6,457.33	\$2,527.67	\$4,222.02	\$5,041.49		\$19,785.50	
Grand-Total Cost			\$14,345	\$60,368	\$23,592	\$39,405	\$47,054		\$184,664.70	

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 181 - Drainage		1 Month	2 Months	3 Months	4 Months	5 Months	6 Months	7 Months	8 Months	9 Months	10 Months	11 Months	12 Months
Estimated Average Billing Rate		\$52.00	\$53.00	\$45.00	\$52.00	\$53.00	\$45.00	\$52.00	\$53.00	\$45.00	\$52.00	\$53.00	\$45.00
Drainage Design (FC 181)													
A. Preliminary Assessment													
1. Design Changes													
a. Drainage		4.0		4.0	6.0			2.0					18.0
b. Water Quality		4.0		2.0	4.0	8.0		2.0					20.0
2. Update Topographic CADD Files				4.0	6.0			12.0	4.0				28.0
3. Field Reconnaissance		4.0		12.0	12.0	4.0							36.0
4. Data Collection		2.0		8.0	6.0	4.0		4.0					26.0
5. Hydraulic Design Criteria		2.0		4.0	8.0								14.0
6. Convert CADD Files & GEOPAK Files From v. J to V8				4.0	24.0			8.0					36.0
7. Refine Schematic													
a. Storm Sewer Layout		2.0		12.0	24.0			8.0					46.0
b. Inlet & Manhole Layout		2.0		8.0	18.0			8.0					34.0
c. Ditch Layout		2.0		4.0	12.0			4.0					22.0
d. Scupper Layout		2.0		8.0	12.0			4.0					26.0
e. WQ Layout		2.0		2.0	4.0	16.0		4.0					28.0
f. Preliminary Cost Estimate		2.0		8.0	6.0			2.0					20.0
B. Drainage Area Maps		8											
1. Sheet Coordination		8											
a. Sheet Formatting				1.0	2.0			4.0	4.0				11.0
b. Sheet Content (ROW, Roadway Alignment, 2008 Revised Floodplains)				1.0	4.0	2.0		4.0	4.0				11.0
2. Drainage Area Boundaries, Area IDs, and Drainage Area Information Tables		8											
a. System AA			1.0	3.0	12.0			4.0	4.0				24.0
b. System A			1.0	3.0	12.0			4.0					20.0
c. System BB			1.0	3.0	12.0			4.0	4.0				24.0
d. System CC			1.0	3.0	12.0			4.0	4.0				24.0
e. System C			1.0	3.0	12.0			4.0	4.0				24.0
f. System D			1.0	3.0	12.0			4.0	4.0				24.0
g. System ZZ			1.0	3.0	12.0			4.0	4.0				24.0
h. Offsite			1.0	3.0	12.0			4.0	4.0				24.0
3. Revised Design Discharges		8											
a. System AA			1.0	3.0	8.0			1.0					13.0
b. System A			1.0	3.0	8.0			1.0					11.0
c. System BB			1.0	3.0	8.0			1.0					13.0
d. System CC			1.0	3.0	8.0			1.0					13.0
e. System C			1.0	3.0	8.0			1.0					13.0
f. System D			1.0	3.0	8.0			1.0					13.0
g. System ZZ			1.0	3.0	8.0			1.0					13.0
h. Offsite			1.0	3.0	8.0			1.0					13.0
C. Bridge Deck Drain Scupper Analysis		1											
1. Analysis, Design, and Data Sheet Preparation			2.0		8.0	24.0		8.0					40.0
2. Coordination with Bridge Designers			2.0		8.0	7.0		2.0					18.0
D. Drainage Plan Sheets		8											
1. Sheet Coordination		8											
a. Sheet Formatting				1.0	4.0			8.0	8.0				21.0
b. Sheet Content (ROW, Roadway Alignment, 2008 Revised Floodplains)				1.0	4.0			8.0	8.0				21.0
2. Wet Storm Sewer Design Including Bridge Deck Drains		8											
a. System AA			1.0	8.0	12.0			4.0	4.0				29.0
b. System A			1.0	8.0	8.0			4.0	4.0				23.0
c. System BB			1.0	8.0	12.0			4.0	4.0				29.0
d. System CC			1.0	8.0	12.0			4.0	4.0				29.0
e. System C			1.0	8.0	12.0			4.0	4.0				29.0
f. System D			1.0	8.0	12.0			4.0	4.0				29.0
g. System ZZ			1.0	8.0	12.0			4.0	8.0				33.0
h. Robinson Road			1.0	8.0	12.0			4.0	8.0				33.0
3. Ditch Design		9	4.0		20.0	24.0		10.0	20.0				78.0
4. Outfall Design		4											
a. Outfall Protection			2.0		12.0	10.0		4.0	10.0				38.0
b. Splitter Box Design at Water Quality Ponds			2.0		4.0	8.0		8.0					18.0
5. Toll Plaza Coordination													
a. Incorporate Toll Plaza Design				1.0	4.0			2.0					7.0
E. Drainage Profile Sheets		9	8.0		24.0	80.0		34.0	54.0				232.0
F. Hydraulic Data Sheets		6	2.0		12.0	24.0		12.0	12.0				62.0
G. SWQP Index		1	1.0		4.0	8.0		8.0					19.0
H. Erosion Control Sheets		12											19.0
1. Sheet Coordination		12											
a. Sheet Formatting				1.0	8.0			10.0					18.0
b. Sheet Content (ROW, Roadway Alignment, 2008 Revised Floodplains)				1.0	8.0			10.0					18.0
2. Design & Plating (Maximum 1 phase)		13	2.0		12.0	20.0		40.0	32.0				136.0
I. Water Quality Overall Layout Sheets		3											
1. Sheet Coordination													
a. Sheet Formatting				1.0				2.0	2.0				5.0
b. Sheet Content (ROW, Roadway Alignment, 2008 Revised Floodplains)				1.0				2.0	2.0				5.0
2. Overall WQ layout and design		3	2.0		4.0	8.0		46.0	12.0				78.0
J. Water Quality Pond BMP SIA Layout		3											
1. Sheet Coordination													
a. Sheet Formatting				1.0				2.0	2.0				5.0
b. Sheet Content (ROW, Roadway Alignment, 2008 Revised Floodplains)				1.0				2.0	2.0				5.0
2. Water Quality Pond Design													

SH 45 - O'Connor

Exhibit D

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 162 - Signing, Markings and Signalization		10 Hours	20 Hours	30 Hours	40 Hours	50 Hours	60 Hours	70 Hours	80 Hours
Estimated Average Billing Rate		\$44.00	\$71.00	\$32.00	\$43.00	\$36.00			
		OH-Site	OH-Site	OH-Site	OH-Site	OH-Site			
FC 162 - Signing, Markings and Signalization									
A. Signing									
1.	Signing Layouts- SH 45 and O'Connor Drive	10	2.0	4.0	20.0	30.0	86.0	5.6	
2.	Small Sign Summary	2	2.0	4.0	8.0	10.0	22.0	11.0	
3.	Large sign Summary	2	2.0	4.0	8.0	10.0	24.0	12.0	
4.	Large sign details (SignCad)	2	1.0	4.0	8.0	18.0	29.0	14.5	
5.	Overhead Sign Structures Elev-EB to O'Connor/McNeil	3	1.0	18.0	8.0	18.0	39.0	13.0	
6.	Overhead Sign Structures Elev- SH 45 WB to O'Connor	3	1.0	18.0	8.0	18.0	39.0	13.0	
7.	Overhead Sign Structures Elev- LP 1 NB to O'Connor	3	1.0	18.0	8.0	24.0	47.0	15.7	
8.	Overhead Sign Summary	1	1.0	2.0	4.0	5.0	12.0	12.0	
9.	Overhead Toll Signage	1	1.0	2.0	2.0	5.0	13.0	13.0	
B. Pavement Markings									
1.	Final pavement layouts - SH 45, O'Connor Rd and McNeil Rd		2.0	32.0	40.0	12.0	84.0	150.0	
2.	Pavement Marking quantities		1.0	18.0	24.0	2.0	12.0	55.0	
3.	Standards	15							
C. Traffic Signals									
1.	SH 45 at O'Connor (removed from this Alternative)								
a.	Plan layouts								
b.	Elevations and foundations								
c.	Details, phasing wiring and electrical sheets								
d.	Quantities								
2.	Standards								
3.	Perform QA/QC		2.0	18.0				18.0	
			OH-Site	OH-Site	OH-Site	OH-Site	OH-Site	Total	
Hours Subtotal			17.0	132.0	122.0	14.0	211.0	504.0	
Direct Labor Costs			\$748.00	\$9,372.00	\$3,904.00	\$602.00	\$7,698.00	\$32,476.00	
Overhead Multiplier			102.25%	102.25%	102.25%	102.25%	102.25%		
Overhead Costs			\$1,215.63	\$9,508.07	\$4,749.50	\$376.75	\$12,321.51	\$38,476.55	
Total Labor Costs			\$1,963.63	\$18,880.07	\$8,653.50	\$978.75	\$19,999.51	\$70,952.55	
Fixed Fee (12%)			\$235.64	\$2,265.61	\$1,038.42	\$117.45	\$2,386.44	\$7,673.63	
Grand-Total Cost			\$2,200.00	\$21,145.68	\$9,691.92	\$1,096.20	\$22,385.95	\$78,626.18	

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 163 - Miscellaneous (Roadway)		2. Signage	3. Survey	4. Design	5. Construction	6. Construction	7. Construction	8. Construction	9. Construction	10. Construction
Estimated Average Billing Rate		\$44.00	\$23.00	\$71.00	\$32.00	\$43.00	\$36.00			
		On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site			
FC 163 - Miscellaneous (Roadway)										
A. Retaining Walls										
1. Layout and Elevations										
a. Retaining Wall Layout	1	1.0		2.0		8.0		11.0	11.0	
b. Wall 1-L	2	1.0		2.0		8.0		11.0	5.5	
c. Wall 1-R	4	4.0		2.0		8.0		14.0	3.5	
d. Wall 2-L	2	2.0		2.0		8.0		12.0	8.0	
e. Wall 3-L	2	2.0		2.0		8.0		12.0	6.0	
f. Wall 4-L	2	2.0		2.0		8.0		12.0	8.0	
g. Wall 5-L	2	2.0		2.0		8.0		12.0	8.0	
h. Wall 5-R	2	2.0		2.0		8.0		12.0	9.0	
i. Wall 6-L	2	2.0		2.0		8.0		12.0	8.0	
j. Wall 6-R	2	2.0		2.0		8.0		12.0	8.0	
k. Wall 7-L	1	1.0		2.0		8.0		11.0	11.0	
l. Wall 7-R	1	1.0		2.0		8.0		11.0	11.0	
m. Wall 8-L	1	1.0		2.0		8.0		11.0	11.0	
n. Wall 8-R	1	1.0		2.0		8.0		11.0	11.0	
o. Wall 9-L	1	1.0		2.0		8.0		11.0	11.0	
p. Wall 9-R	1	1.0		2.0		8.0		11.0	11.0	
q. Wall 10-L	2	2.0		2.0		8.0		12.0	6.0	
r. Wall 10-R	2	2.0		2.0		8.0		12.0	6.0	
s. Wall 11-L	1	1.0		2.0		8.0		11.0	11.0	
t. Wall 11-R	2	2.0		2.0		8.0		12.0	6.0	
u. Wall 12-L	3	3.0		2.0		8.0		13.0	4.3	
v. Wall 12-R	2	2.0		2.0		8.0		12.0	8.0	
w. Wall 13-L	1	1.0		2.0		8.0		11.0	11.0	
x. Wall 14-L	1	1.0		2.0		8.0		11.0	11.0	
y. Wall 14-L (skipped 15)	2	2.0		2.0		8.0		12.0	6.0	
2. Quantities		2.0				8.0		10.0		
3. Structural details		2.0				8.0		10.0		
4. Standards		2.0				8.0		10.0		
5. Perform QA/QC				21.0				24.0		
B. Traffic Control Plan										
1. Develop layouts										
a. Phase 1	8	18.0		21.0		40.0	60.0	150.0	20.0	
b. Phase 1 (Temporary Lane Closure)	2	6.0		18.0				24.0	12.0	
c. Phase 2	8	18.0		21.0		40.0	60.0	150.0	20.0	
d. Phase 2 (Temporary Lane Closure)	2	6.0		18.0				24.0	12.0	
2. Traffic control workshop		4.0		4.0		4.0		12.0		
3. Portable or temporary ITS devices										
4. Temporary drainage										
5. Miscellaneous details		4.0		8.0		24.0		38.0		
6. Advance signing layout		4.0		16.0		24.0		44.0		
7. Standards		1.0		8.0		16.0		25.6		
8. Perform QA/QC				21.0				24.0		
C. Illumination										
1. Illumination Layout sheets										
2. Standards	6			2.0		6.0		8.0	1.3	
3. Perform QA/QC		2.0		8.0				10.0		
D. Intelligent Transportation Systems										
1. ITS Plan Layout sheets										
2. Standards	4	2.0		18.0	30.0	40.0		90.0	15.0	
3. Perform QA/QC		2.0		12.0	2.0		4.0	8.0	1.5	
E. Municipal Utility Design										
5. Perform QA/QC										
F. Estimate										
1. Quantity take-offs and summaries										
a. Roadway	2	1.0		2.0	6.0		2.0	11.0	5.5	
b. Demolition	1	1.0		2.0	6.0		2.0	11.0	11.0	
c. Traffic Control Plan	3	4.0		2.0	8.0		2.0	14.0	4.7	
d. SVSP	1	1.0		2.0	8.0		2.0	11.0	11.0	
e. Large Signs	1	1.0		2.0	8.0		2.0	11.0	11.0	
f. Signing and Pavement Markings	1	1.0		2.0	8.0		4.0	13.0	13.0	
g. Illumination	1	1.0		2.0	8.0		4.0	13.0	13.0	
h. Retaining Walls	1	1.0		2.0	8.0		4.0	13.0	13.0	
i. Storm Sewers	6	1.0		2.0	6.0		4.0	13.0	2.2	
j. Bridges	1	1.0		2.0	6.0		2.0	11.0	11.0	
2. Prepare estimate										
a. 75% submittal		4.0			8.0			12.0		
b. 95% submittal		4.0			8.0			12.0		
c. Final submittal		4.0			8.0			12.0		
3. Prepare quantity variance report										

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 103 - Miscellaneous (Roadway)		Vehicle	Project Manager	Assistant Engineer	Engineer	Engineer in Training	Technical Coordinator	QA/QC Inspector	Survey	Other
Estimated Average Billing Rate		\$44.00	\$23.00	\$71.00	\$52.00	\$43.00	\$38.00			
		On-Site	On-Site	On-Site	On-Site	On-Site	On-Site			
a	75% submittal		2.0	6.0					8.0	
b	95% submittal		2.0	6.0					8.0	
c	Final submittal		2.0	8.0					8.0	
4.	Perform QA/QC									
G.	Specifications									
1.	Prepare general notes		2.0	8.0					10.0	
2.	Prepare special specifications		2.0	8.0					10.0	
3.	Prepare special provisions		2.0	8.0					10.0	
4.	Perform QA/QC			8.0					8.0	
H.	Construction Schedule									
1.	Quantity take-offs		4.0						4.0	
2.	Determine daily production rates		4.0						4.0	
3.	Create schedule		8.0			40.0			48.0	
4.	Coordinate with GEC		8.0						8.0	
I.	Review Meetings									
1.	75% submittal		4.0	2.0	8.0				14.0	
2.	95% submittal		4.0	2.0	8.0				12.0	
3.	Final submittal		4.0	2.0	4.0				10.0	
J.	Coordination with Adjacent Section Designer									
1.	Coordination meetings (4)		18.0	8.0	16.0				40.0	
2.	75% submittal		4.0	2.0	8.0				14.0	
3.	95% submittal		4.0	2.0	8.0				12.0	
4.	Final submittal		4.0	2.0	4.0				10.0	
K.	Prepare Invoices (4)		1.0	1.0	1.0				3.0	
L.	Prepare and Maintain Design Schedule		1.0	1.0	1.0				3.0	
M.	Progress Meetings with GEC									
N.	Prepare Quality Assurance/Quality Control Plan									
O.	Manage Sub-Consultants									
		On-Site	On-Site	On-Site	On-Site	On-Site	On-Site		Total	
Hours Subtotal		228.0	22.0	400.0	194.0	372.0	278.0		1,488.0	
Direct Labor Costs		\$9,960.00	\$506.00	\$28,320.00	\$10,088.00	\$15,996.00	\$10,524.00		\$70,794.00	
Overhead Multiplier		182.25%	182.25%	182.25%	182.25%	182.25%	182.25%		182.25%	
Overhead Costs		\$18,705.60	\$400.99	\$48,078.00	\$18,072.48	\$26,953.61	\$19,237.98		\$114,869.76	
Total Labor Costs		\$28,665.60	\$1,326.99	\$74,478.00	\$18,250.48	\$41,949.61	\$29,761.98		\$185,663.76	
Fixed Fee (12%)		\$3,046.30	\$159.24	\$8,937.36	\$2,190.06	\$5,033.94	\$3,571.44		\$22,250.14	
Grand-Total Cost		\$31,711.90	\$1,486.23	\$83,415.36	\$20,440.54	\$46,983.55	\$33,333.42		\$207,913.90	

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 170 - Bridge Design	Quantity 1/1/77	Unit 1/1/77	1/1/77 Engineer 1/1/77	1/1/77 Engineer 1/1/77	1/1/77 Engineer 1/1/77	1/1/77 Engineer 1/1/77	1/1/77 Engineer 1/1/77	Hours 1/1/77
Estimated Average Bidding Rate	\$71.00	\$53.00	\$37.00	\$32.00	\$38.00			
	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site			
FC 170 - Bridge Design								
A. Bridge Design (Geometry Revisions & LRFD: load ratings not required)								
1 O'Connor Bridge	20.0	100.0	250.0	120.0	350.0			840.0
2 EB Frontage Rd Bridge	33.0	200.0	400.0	150.0	350.0			1,143.0
3 EB Connector Bridge	28.0	200.0	360.0	160.0	200.0			948.0
4 WB Frontage Rd Bridge	38.0	200.0	400.0	180.0	320.0			1,118.0
5 WB Connector Bridge	50.0	200.0	400.0	160.0	320.0			1,110.0
B. Overhead Sign Structures (total = 4 sign structures)	4.0	25.0	65.0	25.0	57.0			168.0
C. Cost Estimates	4.0	37.0	74.0	60.0				175.0
	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site		Total	
Hours Subtotal	153.0	882.0	1,939.0	645.0	1,697.0		5,498.0	
Direct Labor Costs	\$10,863.00	\$46,866.00	\$71,743.00	\$27,040.00	\$57,482.00		\$218,124.00	
Overhead Multiplier	182.25%	182.25%	182.25%	182.25%	182.25%			
Overhead Costs	\$17,626.22	\$82,724.79	\$116,403.02	\$43,872.40	\$93,260.77		\$353,908.20	
Total Labor Costs	\$28,489.22	\$133,710.79	\$188,146.02	\$70,912.40	\$150,742.77		\$572,030.20	
Fixed Fee (12%)	\$3,418.69	\$16,045.29	\$22,677.52	\$8,509.49	\$18,092.73		\$68,643.62	
Grand-Total Cost	\$31,907	\$149,756	\$210,724	\$79,422	\$168,835		\$640,673.82	