

Contract No. _____

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
 - ☐ Worker's Compensation
 - ☐ Commercial General Liability Insurance
 - ☐ Automobile Liability Insurance
 - ☐ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

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

Contract No. _____

Notices (as applicable)

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

Documentation for Payment

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

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PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "County"**) and Don Durden Inc dba Civil Engineering Consultants (**the "Engineer"**).

WHEREAS, *County* proposes to construct a 2-lane road with shoulders (County Road 258);

WHEREAS, *County* desires to obtain professional services for design services, bidding services, and services during construction associated with the construction of a 10.000 +/- lf extension of CR 258 (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 - *~~
 - m. American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Streets, 5th Edition*.

* - Not Applicable
 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 606 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, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) 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: Don Durden Inc dba Civil Engineering Consultants
Rick Myrick, P.E.
11550 IH 10 West, Suite 395
San Antonio, Texas 78230

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:

- 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 Texas 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:

Don Durden Inc, dba
Civil Engineering Consultants

BY: Richard M. Myrick

Printed Name: Richard M. Myrick

Title: Manager, Public Works Division

WILLIAMSON COUNTY:

BY: [Signature]

Williamson County Judge

Reviewed as to Form By:

[Signature]
Assistant County Attorney

Funds Verified By:

[Signature]
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 \$188,709.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

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

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

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$208,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

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

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 Don Durden, Inc. dba Civil Engineering Consultants (*the "Engineer"*).

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

See Exhibit B - Services to be Provided by Engineer

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$188,709.00.

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

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

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

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

EXECUTED this ____ day of _____, 200__.

ENGINEER:

Don Durden, Inc. dba

Civil Engineering Consultants

By: Richard M. Myrick
Signature

Richard M. Myrick

Printed Name

Manager, Public Works Division

Title

COUNTY:

Williamson County, Texas

By: Dan Gattis
Signature

DAN GATTIS

Printed Name

County Judge

Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II

HOURLY RATES

1. Senior Project Manager.....**\$150.00**
2. Senior Engineer/Project Manager.....**\$115.00**
3. Project Engineer.....**\$105.00**
4. Engineer in Training.....**\$ 75.00**
5. Engineering Technician.....**\$ 68.00**
6. CADD Draftsperson.....**\$ 68.00**
7. Secretary/Clerical.....**\$ 45.00**
8. Expert Witness Testimony.....**\$ _____**

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 \$2,000,000 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.

Scope of Services

Appendix A

Exhibit A

Services to be Provided by County

The County Judge shall provide the services described below in connection with the design and construction of County Road 258.

Services During Design

- Provide all available data regarding County Road (CR) 258 to the Engineer for use in the design of the roadway. Such data shall include, but not be limited to:
 - Boundary survey data for properties adjacent to the proposed right-of-way
 - Roadway profile or cross-section data
 - Roadway alignment data
 - Any existing drainage data, including hydrologic analyses, hydraulic analyses, floodplain data, culvert sizing calculations, etc.
 - Any existing subsurface information that classifies geotechnical conditions along the proposed right-of-way. Such information shall include soil borings, data reports, and interpretative reports
- Provide design standards to be incorporated into the work. Such standards shall include:
 - Typical pavement section
 - Preferred standard details
 - Preferred material standards for various elements to be incorporated into the work such as pipe culverts, pavement markings, asphalts and oils, etc. If material standards are not available then the Engineer will develop material standards for those materials to be incorporated into the work.
 - Williamson County Design Criteria & Project Development Manual, latest edition
 - Specific revisions made by Williamson County to Uniform Building Code, Southern Building Code, and National Electric Code
 - Available bid history data or average unit prices for common work items
- Provide timely reviews of submitted materials in accordance with approved project schedules.
- Sponsor and lead all public presentations associated with the project.
- Obtain all necessary easements and rights-of-way needed for the project.
- Conduct any environmental investigations that may be needed in order to satisfy state and federal requirements and provide the data to the Engineer for incorporation into the work. Such investigations may include cultural resource studies, archeological surveys, endangered species, wetland delineations, etc.

Services During Bidding

- Advertise the completed design in accordance with County procedures and conduct bid opening.

- Award the construction contract to the most qualified bidder in accordance local and state regulations.
- Issue appropriate notices-to-proceed.

Services During Construction

- Monitor the project for compliance to project schedule, technical quality, and contract requirements in accordance with County legal and procedural requirements.
- Manage the scope, quality, schedule, cost, and payment certifications for the construction and post-construction phases of the project.
- Establish and supervise the construction team by providing project team leadership including:
 - Review of the scope of Engineer services during construction
 - Defining the level of inspection services required, securing appropriate inspectors, and coordinating inspection and testing activities.
 - Ensuring field personnel maintain adequate documentation of instructions provided to contractors and filing system for all project correspondence.
- Conduct required construction meetings.
- Coordinate all construction close-out procedures, including preparation of final record drawings by Engineer.

Exhibit B

Services to be Provided by Engineer

The Engineer shall provide those professional services needed to provide a complete design of CR 258, and develop plans suitable for bidding and construction by qualified contractors licensed in accordance with the laws of Texas and Williamson County. These services are described in greater detail below.

Assumptions

The Engineer recognizes that a significant amount of work has already been done by the County. This work includes:

- Establishment of roadway alignment and right-of-way requirements.
- Detailed topographical survey identifying ground elevations along left, center, and right roadway profiles.

As such, services normally associated with the Conceptual Design phase and Design Development phase will not be needed. For this project, the Engineer shall begin work in the Schematic Design phase.

Other assumptions that have impact on the Engineer's scope of services are as follows:

- Geotechnical soil borings and subsequent testing have been determined to not be necessary. As such, standard County typical paving sections will be used.
- Detailed specifications will not be prepared since reference specifications will be used. The reference specifications to be incorporated into the work include the *TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways*, including latest revisions, the *TxDOT Construction Manual*, latest edition, the *TxDOT Standard Specification for Construction of Highways, Streets, and Bridges (2004)*. Required work items not covered by these standards will be developed by the Engineer and incorporated into the documents.
- The preparation of detail sheets will be limited to only those special details required for the project. Typical details that are shown in standard sheets issued by the County or TxDOT will be included by reference. We will not reproduce these sheets for inclusion in the plan set.
- A drainage area map and associated drainage calculations will not be provided in the plan set. This data will be provided in a technical memorandum submitted to the County under separate cover.
- The construction contract and other front-end documents normally found in the project manual will be provided by Williamson County.
- Survey work associated with design shall be limited to supplementing data already provided by the County.

- Bidding services are not included. These include verification of qualifications of the apparent low bidder, development of the award recommendation, and tabulation of the bids.

Design Services

Schematic Design

The Schematic Design Phase includes work tasks needed to define work elements associated with the selected alignment. Since the roadway centerline alignment has already been selected for CR 258, this work will include the following:

- Development of the left, center, and right roadway profile in accordance with county and state grade limitations, as well as those recommended by the American Association of State and Highway Transportation Officials (AASHTO).
 - Identification of roadway lowpoints in order to establish locations of needed drainage structures.
 - Development of preliminary roadway cross-sections at intervals not to exceed 50-feet to establish relationship of roadway to adjacent properties. In addition, cross-sections will be taken at all driveway locations to determine whether additional construction easements are needed to accommodate driveway grades that may extend into adjacent properties.
 - Develop a technical memorandum, entitled *Roadway Profile Design*. The memorandum will present the criteria used in establishing the profile, locating lowpoints, and describe the relationship of the roadway to adjacent properties. It will also identify any special issues that impact profile development and present special requirements for maintaining access to adjacent properties.
- Identify any detour routing requirements that may be needed to facilitate construction. If temporary roadways are to be constructed as a means to move traffic through the construction zone, develop temporary roadway design in sufficient detail as to allow quantification and preliminary pricing. This may include:
 - Detour route alignment identification
 - Detour route profile development
 - Detour route cross-section development
- Conduct a hydrologic analysis to determine storm water runoff rates at roadway lowpoints for storm frequencies equal to 5-years, 10-years, 25-years, and 100-years. Conduct a hydraulic analysis to identify an appropriate pipe size to convey runoff from a 10-year storm safely across the proposed roadway without damaging the roadway or creating nuisance problems for adjacent property owners. Identify the impacts associated with runoff from a 25-year storm and a

100-year storm and provide recommendations to protect the roadway from damage caused by these storms.

A list of deliverables associated with the Schematic Design Phase is shown below in Table 1.

Table 1
List of Deliverables, Schematic Design Phase
CR 258

Item No.	Document Description
1	Roadway Plan and Profile Sheets drawn at a scale equal to 1"=40' (3 rolls)
2	Preliminary Roadway Cross-sections
3	Roadway Profile Development Technical Memorandum
4	Roadway Detour Requirements
5	Drainage Design Technical Memorandum
6	Schematic Design Cost Estimate Memorandum

Construction Plan Preparation Phase

The Construction Plan Preparation phase includes work needed to develop plans and specifications suitable for bidding and subsequent construction. At this point in the project all critical design elements have been set and no changes are expected. All efforts are focused on developing appropriate documentation to communicate project requirements to the contractor. As a minimum, we anticipate developing the plan sheets described below in Table 2.

Table 2
Plan List

Item No.	Plan Description
1	Cover Sheet
2	Sheet Layout and Sheet Index
3	General Notes and Quantities
4	Roadway Plan and Profile, Sta 10+00 to Sta 16+00
5	Roadway Plan and Profile, Sta 16+00 to Sta 22+00
6	Roadway Plan and Profile, Sta 22+00 to Sta 28+00
7	Roadway Plan and Profile, Sta 28+00 to Sta 34+00
	Roadway Plan and Profile, Sta 34+00 to Sta 40+00
8	Roadway Plan and Profile, Sta 40+00 to Sta 46+00
9	Roadway Plan and Profile, Sta 46+00 to Sta 52+00
10	Roadway Plan and Profile, Sta 52+00 to Sta 58+00
11	Roadway Plan and Profile, Sta 58+00 to Sta 64+00
12	Roadway Plan and Profile, Sta 64+00 to Sta 70+00
13	Roadway Plan and Profile, Sta 70+00 to Sta 76+00
14	Roadway Plan and Profile, Sta 76+00 to Sta 82+00
15	Roadway Plan and Profile, Sta 82+00 to Sta 88+00
16	Roadway Plan and Profile, Sta 88+00 to Sta 94+00
17	Roadway Plan and Profile, Sta 94+00 to Sta 100+00
18	Roadway Plan and Profile, Sta 100+00 to Sta 106+00
19	Roadway Plan and Profile, Sta 106+00 to Sta 112+00
20	Miscellaneous Roadway Detail Sheet
	Driveway Detail Sheet
17	Cross-sections, Sta 10+00 to Sta 18+00

18	Cross-sections, Sta 18+00 to Sta 26+00
19	Cross-sections, Sta 26+00 to Sta 34+00
20	Cross-sections, Sta 34+00 to Sta 42+00
21	Cross-sections, Sta 42+00 to Sta 50+00
22	Cross-sections, Sta 50+00 to Sta 58+00
23	Cross-sections, Sta 58+00 to Sta 66+00
24	Cross-sections, Sta 66+00 to Sta 74+00
25	Cross-sections, Sta 74+00 to Sta 82+00
26	Cross-sections, Sta 82+00 to Sta 90+00
27	Cross-sections, Sta 98+00 to Sta 106+00
28	Cross-sections, Sta 106+00 to Sta 112+00
29	Detour Plan and Profile, Traffic Control Plan
30	Culvert No. 1, Plan, Sections, Structural Details
31	Culvert No. 2, Plan, Sections, Structural Details
32	Signing and Pavement Marking Plan, Sheets 1 through 8
33	Storm Water Pollution Prevention Plan, Sheets 1 through 8

Specifications will be included by reference, except for those items for which no reference specification is available. In these cases, special specifications will be prepared by the Engineer. The front-end documents, including General Conditions, will be developed by the Engineer and will be based on County standards. Any deviations to these standards will be noted and included as special provisions in a separate section entitled *Special Conditions*.

The Engineer will submit preliminary plans and specifications to the County for review and approval. Plans will be submitted when they are 60-percent complete and at 90-percent complete. The project manual will be submitted for review with the 90-percent plan submittal. Comments from all reviews will be addressed in a timely manner to the satisfaction of the County. A list of required deliverables associated with this phase of work is shown below in Table 3.

Table 3
List of Deliverables, Construction Plan Preparation Phase

Item No.	Document Description
1	60-percent Construction Plans
2	Comment Response Memorandum
3	90-Percent Construction Plans and Specifications
4	Comment Response Memorandum
5	Final Construction Plans and Specifications
6	Engineer's Cost Estimate

Upon final approval of the construction plans, specifications, cost estimate the Engineer will deliver to the County electronic copies of the drawings and project manual on a compact disc. The data will be in a .pdf format suitable for uploading onto the County's website for distribution to interested bidders.

Bidding Services

The Engineer will provide assistance to the County to advertise the work so prospective bidders may become aware of the project requirements and prepare their bids accordingly.

Activities within this phase of work include those shown below:

- Distribution of contract documents to prospective bidders. The Engineer will deliver to the County an electronic version of the contract documents in .pdf format suitable for uploading onto the County's website.
- Development of no more than two (2) addenda.
- Development of responses to questions posed by respective bidders. The number of responses provided to contractors is limited to 10.
- Participation in pre-bid conference to include the development of an agenda and minutes of the meeting.
- Participation in bid opening and selection of apparent low bidder.
- Qualification of apparent low bidder and subsequent award of contract.
- Preparation of conformed construction documents incorporating changes and revisions that occurred during the bidding process. The Engineer will submit one reproducible set of conformed drawings to the County for their use.

Services During Construction

The Engineer will provide services during construction to clarify and interpret the construction plans and specifications. These services include participation in a pre-construction conference to answer questions from the Contractor about the work. Also included are services regarding the review of required contractor submittals to affirm the quality of equipment and materials to be used in the work. The number of submittals that the Engineer will review is limited to 20. This includes the initial review and one subsequent review should the initial review discover inadequacies in the original submission.

The Engineer will also respond to Contractor requests for information (RFI's) in order to clarify the intent of plans and specifications. The number of RFI's that the Engineer will answer is limited to 50.

The Engineer will also participate in monthly construction meetings and will visit the construction site twice each month to review the progress of the work and to confer with the County on issues regarding general conformance with contract documents. It is assumed that the construction period will not exceed 9 months. Therefore, the Engineer will attend 9 construction meetings. In addition, the Engineer will attend one additional meeting during the month to review issues that may have developed outside of the monthly progress meeting and to review the contractor's application for payment. Total number of meetings included in the scope of work is not expected to exceed 18.

The Engineer will also prepare record drawings of installed improvements based on contractor markups of the bid documents. Since these record drawings are based on contractor-supplied information, the Engineer is not responsible for the accuracy of

portrayed information. Record drawings will be prepared in a medium satisfactory to the County. Electronic copies of the drawings will also be provided. Electronic versions will be prepared using computer-aided design/drafting software that is compliant with County systems.

The Engineer will also be ready to prepare a maximum of 4 change orders should the need arise. This work will consist of the engineering necessary to properly define the change as to allow the contractor to price the work. Typically, this includes the development of plans and specifications to show the designer's intent.

Exhibit C
Work Schedule

Activity ID	Description	Orig Duf	Cal	Prod	Suc	Early Start	Early Finish
DESIGN TIMELINE							
PROJECT TIMELINE							
9999	Working Days (8.3.A.1 - 5 day/wk)	431	A			04MAR09	18OCT10
CR258, Phase II (Bond Job to Ronald Reagan Blvd)							
Schematic Design (30%)							
1000	Notice to Proceed	0	1			05MAR09	
1010	Project Kick-off Meeting	1	1		1020	05MAR09	05MAR09
1020	Review files from Williamson County	3	1	1010	1030	06MAR09	10MAR09
1030	Prepare Draft Design Criteria	1	1	1020	1060	11MAR09	11MAR09
1040	Prepare Typical Sections	1	1	1020		11MAR09	11MAR09
1050	Prepare Project Layout	1	1	1020		11MAR09	11MAR09
1070	Prepare Plan/Profile Sheets	10	1	1020	1080	11MAR09	27MAR09
1100	Develop Drainage Area Maps	2	1	1020	1110	11MAR09	12MAR09
1110	Develop Discharge Rates	3	1	1100	1120	13MAR09	17MAR09
1120	Prepare Preliminary Culvert Layouts	2	1	1110	1130	20MAR09	23MAR09
1050	Update Design Criteria	1	1	1030		23MAR09	23MAR09
1130	Develop Hydraulic Computation Sheets	2	1	1120	1140	25MAR09	26MAR09
1140	Develop Drainage Design Tech. Memo.	4	1	1130		27MAR09	03APR09
1080	Prepare Prelim. Design Cross Sections	15	1	1070	1150	30MAR09	27APR09
1090	Develop Roadway Design Tech. Memo.	2	1	1070		30MAR09	01APR09
1150	Prepare Preliminary Construction	2	1	1080	1160	29APR09	30APR09
1160	Schematic Design Submittal	1	1	1150	1170	01MAY09	01MAY09
1170	Review by Williamson County	10	1	1160	1180	04MAY09	19MAY09
1180	Schematic Review Meeting	0	1	1170	2010	20MAY09	19MAY09
Intermediate Design (80%)							
2010	Incorporate Williamson County	3	1	1180	2520	20MAY09	22MAY09
2520	Develop Traffic Control Phasing Sheets	15	1	2010	2540	26MAY09	19JUN09
2530	Finalize Culvert Layouts	1	1	2010		26MAY09	26MAY09
2540	Prepare SWPPP Layouts	3	1	2520	2550	26MAY09	29MAY09
2570	Prepare Signing and Pvmt Marking Citys	1	1	2520	2580	26MAY09	26MAY09
2580	Calc. Signing and Pvmt Marking	1	1	2570		28MAY09	28MAY09
2550	Calculate SWPPP Quantities	2	1	2540	2560	01JUN09	03JUN09
2580	Prepare SWPPP Summary	1	1	2550		04JUN09	04JUN09
2590	Update Design Cross Sections	5	1	2520	2600	12JUN09	19JUN09
2600	Update Construction Estimate	1	1	2590	2610	22JUN09	22JUN09
2610	Prepare General Notes	2	1	2600	2690	22JUN09	25JUN09
2620	Prepare List of TxDOT Stds. & Specs.	1	1	2600		22JUN09	22JUN09
2660	Intermediate Phase Submittal	1	1	2610	2670	26JUN09	26JUN09
2670	Review by Williamson County	10	1	2660	2680	29JUN09	14JUL09
2680	Intermediate Phase Review Meeting	1	1	2670	3110	15JUL09	15JUL09
Final Design (90%)							
3110	Incorporate Williamson County	3	1	2680	3120	17JUL09	21JUL09
3120	Finalize SWPPP Plan Sheets	1	1	3110		23JUL09	23JUL09
Start date	04MAR09						
Finish date	18OCT10						
Data date	04MAR09						
Run date	23FEB08						
Page number	1A						
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EXHIBIT C - Civil Eng. Consultants
CR 258 (Bond Job to R. Reagan Blvd)

Activity ID	Description	Orig Dur	Cal	Pred	Suc	Early Start	Early Finish	Feb	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M
3130	Finalize Signing and Pymt. Marking	1	1	3110		23JUL09	23JUL09																
3140	Finalize Design Cross Sections	4	1	3110	3150	23JUL09	29JUL09																
3150	Finalize General Notes	1	1	3140	3160	30JUL09	30JUL09																
3160	Finalize List of TxDOT Stds. & Specs.	1	1	3160	3170	30JUL09	30JUL09																
3170	Prepare Prelim. Front-End Documents	1	1	3160	3180	31JUL09	31JUL09																
3180	Final Phase Submittal	1	1	3170	3190	03AUG09	03AUG09																
3190	Review by Williamson County	10	1	3180	3200	04AUG09	19AUG09																
3200	Submit Final Plans (Signed & Sealed)	10	1	3190	4110	20AUG09	04SEP09																
CR 258, Ph. II - Construction Phase Services																							
Bid Phase																							
4110	Prepare advertisement and submit to	2	1	3200	4120	08SEP09	09SEP09																
4120	Advertise Project, dist. comments,	30	1	4110	4130	11SEP09	08NOV09																
4130	Conduct bid opening	2	1	4120	4140	09NOV09	10NOV09																
4140	Tabulate bids, qualify apparent low	10	1	4130	5110	12NOV09	04DEC09																
Construction Phase Services																							
5110	Attend Pre-Construction Conference	1	1	4140	5120	18DEC09	18DEC09																
5120	Review Contractor Submittals (20 max.)	100	1	5110		21DEC09	02JUL10																
5130	Review Request for Information	100	1	5110		21DEC09	02JUL10																
5140	Attend Monthly Constr. Mtgs. (1 per mo.)	150	1	5110		21DEC09	28SEP10																
5150	Attend Monthly Estimate Mtgs. (1 per	150	1	5110		21DEC09	28SEP10																
5160	Prepare Change Orders (4 max.)	100	1	5110		21DEC09	02JUL10																
5170	Construct Project	150	1	5110	5180	21DEC09	28SEP10																
5180	Prepare Record Drawings	10	1	5170		30SEP10	18OCT10																

Start date 04MAR09

Finish date 18OCT10

Data date 04MAR09

Run date 23FEB09

Page number 2A

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EXHIBIT C - Civil Eng. Consultants
CR 258 (Bond Job to R. Reagan Blvd)

Exhibit D
Fee Schedule

EXHIBIT D

WILLIAMSON COUNTY
CONTRACT NO.

Project: CR 258

Limits: Ronald Reagan

CIVIL ENGINEERING CONSULTANTS

CEC TASK CODES	CEC STAFF CODES									
	TASK DESCRIPTION	Sheets	032 SENIOR PROJECT MANAGER	025 SENIOR ENGINEER	018 PROJECT ENGINEER	019 DESIGN ENGINEER	002 EIT	023 SENIOR ENGINEERING TECH	004 ENGINEERING TECH	007 CADD OPERATOR
	Rates		\$150.00	\$115.00	\$105.00	\$100.00	\$75.00	\$84.00	\$68.00	\$68.00
	Formula test line		1	1	1	1	1	1	1	1
	FC 110 Client Coordination and Proj. Management									
1104	Site Visit		6	6	6					
1104	Coordination with Williamson County		8	12						
1104	Attend Meetings with Williamson County (3 Mins)		12	12						
1104	Prepare Meeting Minutes and Distribute		2	2	4					
1104	Project Management		12	16						
	TASK CODE 1104 TOTAL	0	40	48	10	0	0	0	0	0
1105	Develop and Assemble Prof. Constr. Estimate (30, 60, 90%)			2	8		4		12	
	TASK CODE 1105 TOTAL	0	0	2	8	0	4	0	12	0
1108	Develop Roadway Design Technical Memorandum		1	1	40		20			
	TASK CODE 1108 TOTAL	0	1	1	40	0	20	0	0	0
1110	Prepare Design Summary Report (DSR)		1	1	4		2			
1110	Update DSR as Project Progresses		1	1	2		2			
	TASK CODE 1110 TOTAL	0	2	2	6	0	4	0	0	0
	FC 110 TOTAL	0	43	53	64	0	28	0	12	0
	FC 160 Roadway Design Controls									
1602	Prepare Typical Sections	1					1			2
	TASK CODE 1602 TOTAL	1	0	0	0	0	1	0	0	2
1607	Prepare Project Layout Sheet	1		1	4		2			8
1607	Prepare Plan/Profile Sheets	17		2	64		20			120
	TASK CODE 1607 TOTAL	19	0	3	68	0	22	0	0	128
1605	Prepare Design Cross Sections	65			24		56			144
	TASK CODE 1605 TOTAL	65	0	0	24	0	56	0	0	144
1600	Calculate Roadway Quantities	1			4		8		24	
1600	Prepare Grading Summary Sheets	1			2		4			12
1600	Prepare Earthwork Summary Sheets	1			2		4			12
1600	QC/QA Reviews		16	16						
	TASK CODE 1600 TOTAL	3	16	16	8	0	16	0	24	24
	FC 160 TOTAL	88	16	19	100	0	95	0	24	298
	FC 161 Drainage									
1617	Gather Information regarding Existing Drainage Features, Facilities, etc.	0	0	0	8	0	4	0	0	0
	TASK CODE 1617 TOTAL	0	0	0	8	0	4	0	0	0
1611	Develop Drainage Area Maps	1			6		4			16
1611	Develop Discharge Rates				6		4			4
	TASK CODE 1611 TOTAL	1	0	0	12	0	8	0	0	20
1612	Prepare Culvert Layouts	2		1	8		6			24
1612	Develop Hydraulic Computation Sheets	1			4		2			6
1612	Develop Drainage Technical Memorandum		1		20		4			3
	TASK CODE 1612 TOTAL	3	1	1	32	0	12	0	0	30
1614	Prepare SW3P Layouts	1			4		4			8
1614	Calculate SW3P Quantities				2				2	
1614	Prepare SW3P Summary Sheet	1			2					2
	TASK CODE 1614 TOTAL	2	0	0	6	0	4	0	2	10
1610	QC/QA Reviews		8	8						
	TASK CODE 1610 TOTAL	0	8	8	0	0	0	0	0	0
	FC 161 TOTAL	6	9	9	60	0	28	0	2	60

**WILLIAMSON COUNTY
CONTRACT NO.**

Project: CR 258

EXHIBIT D

Limits: Ronald Reagan

CIVIL ENGINEERING CONSULTANTS

CEC TASK CODES	CEC STAFF CODES		032	025	018	019	002	023	004	007	00
	TASK DESCRIPTION	Sheets	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ET	SENIOR ENGINEERING TECH	ENGINEERING TECH	CADD OPERATOR	CLE
	Rates		\$150.00	\$115.00	\$105.00	\$100.00	\$75.00	\$84.00	\$68.00	\$68.00	\$45
	Formula test line.		1	1	1	1	1	1	1	1	1
	FC 162 Signing, Pavement Markings and Channelization.										
1621	Prepare Signing and Pavement Marking Layouts				4		6			16	
	TASK CODE 1621 TOTAL	0	0	0	4	0	6	0	0	16	0
1627	Determine Pavement Marking and Delineation Quantities				2		4		4		
1627	Prepare Pavement Marking Summary Sheet	1			2		4		4	2	
	TASK CODE 1627 TOTAL	1	0	0	4	0	8	0	8	2	0
1620	QC/QA Reviews		2	2							
	TASK CODE 1620 TOTAL	0	2	2	0	0	0	0	0	0	0
	FC 162 TOTAL	1	2	2	8	0	14	0	8	18	0
	FC 163 Miscellaneous (Roadway)										
1634	Develop Miscellaneous Roadway Details	1			2		6			12	
1634	Design Driveways	2			2		6				
1634	Prepare Driveway Summary Sheets	1			2		6			12	
1634	Develop Driveway Details	1			2		6				
	TASK CODE 1634 TOTAL	5	0	0	8	0	24	0	0	24	0
1632	Prepare Detour Layouts	2		1			4			6	
1632	Prepare/Distribute Road Closure/Detour Notification Letters				3						4
1632	Prepare Sequence of Work Narrative	1		1			1			1	
1632	Prepare Traffic Control Plan Phasing Layouts	30	1	24	40		60		60	120	
1632	Prepare Barricade Layout Sheets	1		1			2			4	
1632	Prepare TCP Cross Sections (Detours)				8		24			40	
1632	Develop CPM Construction Schedule	2	1	2			8				
	TASK CODE 1632 TOTAL	38	2	29	51	0	98	0	60	171	4
1637	Prepare Title Sheet	1			1		2			8	
1637	Prepare Index of Sheets	1		1	2		4			1	
1637	Prepare Construction Estimate			1	4		12		4		
1637	Prepare General Notes	1		1	1		1		6	2	
1637	Prepare List of TxDOT Standard Drawings	10		1	1		2		2		
1637	Assemble Plans for Project Milestones (30%, 60% & 90%)						8			12	
1637	Attend Project Review Meeting @ 30%, 60% & 90%		6	6	16		8				
1637	Prepare Final Submittal	52			2		2			2	
1637	Provide Cross-Sections (Electronic Format/1 Set 11"x17" Paper Copy)	65			4		12			16	
	TASK CODE 1637 TOTAL	130	6	10	31	0	51	0	12	41	0
1630	QC/QA Reviews		16	24							
	TASK CODE 1636 TOTAL	0	16	24	0	0	0	0	0	0	0
	FC 163 TOTAL	171	24	63	90	0	174	0	92	236	4

WILLIAMSON COUNTY
CONTRACT NO.

Project: CR 258

EXHIBIT D

Limits: Ronald Reagan

CIVIL ENGINEERING CONSULTANTS

CEC TASK CODES	CEC STAFF CODES									
	TASK DESCRIPTION	Sheets	032 SENIOR PROJECT MANAGER	025 SENIOR ENGINEER	018 PROJECT ENGINEER	019 DESIGN ENGINEER	002 EIT	023 SENIOR ENGINEERING TECH	004 ENGINEERING TECH	007 CADD OPERATOR
	Rates		\$150.00	\$115.00	\$105.00	\$100.00	\$75.00	\$84.00	\$68.00	\$69.00
	Formula test line.		1	1	1	1	1	1	1	1
	FC 210 Bid Phase Services									
2101	Develop Addenda (2 max.)		1	2			2			
2101	Prepare Responses to Prospective Contractors (10 max.)		2	4	4		8			
2101	Assist/attend pre-bid conference		2	4			8			
2101	Attend Bid Opening/Evaluate Bids		2	2	4		4			
2101	Review qualification of low bidder		1	1			4			
2101	Prepare Revised Documents		2	4			4			8
	TASK CODE 2101 TOTAL	0	10	17	8	0	30	0	0	8
	FC 210 TOTAL	0	10	17	8	0	30	0	0	8

	FC 220 Construction Phase Services									
2201	Attend Pre-Construction Conference		6	6						
2201	Review Contractor Submittals (20 Max.)		4	10	20		10			
2201	Review Requests for Information (RFIs) - (50 Max.)		4	10	20		12			40
2201	Attend Monthly Project Progress Meetings (6 Max.)			60	30					
2201	Attend Monthly Construction Estimate Meetings (6 Max.)			60						
2201	Prepare Change Orders (4 Max.)			2	4		2			32
2201	Prepare Record Drawings				8					40
	TASK CODE 2201 TOTAL	0	14	148	82	0	24	0	0	112
	FC 220 TOTAL	0	14	148	82	0	24	0	0	112

DIRECT COSTS		Total Units	Unit Costs	Contract Cost
Copies 8 1/2" x 11 1/2" (per sheet)		100	\$0.10	\$10.00
Copies 11" x 17" (per sheet)		150	\$0.10	\$15.00
Mylar Plots (per sheet)		0	\$1.00	\$0.00
Overnight Mail - Letter Size (Ea)		3	\$18.00	\$54.00
Overnight Mail - Oversized Box (Ea)		0	\$35.00	\$0.00
Mileage		4800	\$0.55	\$2,640.00
Lodging		0	\$65.000	\$0.00
Meals		0	\$36.000	\$0.00
	TOTAL			\$2,719.00

FUNCTION CODE BREAKDOWN		Sheets	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEERING TECHNICIAN	ENGINEERING TECHNICIAN	CADD OPERATOR	CEC FEE
	Rates		\$150.00	\$115.00	\$105.00	\$100.00	\$75.00	\$84.00	\$68.00	\$69.00	\$45.00
FC 110 Client Coordination and Proj. Management		0	43	53	54	0	28	0	12	0	7
FC 160 Roadway Design Controls		89	16	19	100	0	65	0	24	298	6
FC 161 Drainage		6	9	9	60	0	28	0	2	60	3
FC 162 Signing, Pavement Markings and Channelization		1	2	2	8	0	14	0	8	18	0
FC 163 Miscellaneous (Roadway)		171	24	63	90	0	174	0	92	238	4
FC 210 Bid Phase Services		0	10	17	8	0	30	0	0	8	0
FC 220 Construction Phase Services		0	14	148	82	0	24	0	0	112	0
	TOTAL SHEETS	266									
	TOTAL HOURS		118	311	412	0	393	0	133	732	1
	TOTAL FEE ESTIMATE		\$17,700.00	\$35,785.00	\$43,260.00	\$0.00	\$28,475.00	\$0.00	\$9,384.00	\$49,778.00	\$530.00
	DIRECT COSTS										

CEC Fee

Project Fee (Lum

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT