

Contract No. CR 138 Baker-Aicklen

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 *County pre-qualified 1/5/2*
 - ☐ Worker's Compensation
 - ☐ Commercial General Liability Insurance
 - ☐ Automobile Liability Insurance
 - ☐ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

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

Notices (as applicable)

Contract No. _____

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

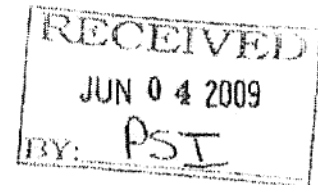
Documentation for Payment

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

Contract No.

CR 138

Baker & Aicklen



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 Baker-Aicklen & Associates, Inc. (the "Engineer").

WHEREAS, *County* proposes to construct an upgrade to CR 138 :

WHEREAS, *County* desires to obtain professional services for the development of design schematics and PS&E to upgrade CR 138 from SH 130 to CR 137 in Williamson County. (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 120 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: Baker-Aicklen & Associates, Inc.
507 W. Liberty Avenue
Round Rock, TX 78664

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, P.E.

- F. **Insurance Requirements.** **Engineer** agrees during the performance of the services under

this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.

- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.
- M. **Definition of Engineer.** The term "*Engineer*" as used herein is defined as including

Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that **Engineer** is a Corporation, duly authorized to transact and do business in the State of Texas. ✓
- Q. **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:

Baker-Aicklen & Associates, Inc.

WILLIAMSON COUNTY:

BY: 

BY: 

Printed Name: Freddie E. Dippel, Jr., P.E., R.P.L.S.

Williamson County Judge

Title: Vice President of Engineering Operations

Reviewed as to Form By:

Assistant County Attorney

Funds Verified By:

County Contracts
Management Auditor

OK
mg 6/5/09

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 \$360,774.50 ✓
- 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 \$ 360,774.50, 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 Baker-Aicklen & Associates, Inc. (*the "Engineer"*).

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

The work to be performed under this contract will consist of providing professional engineering and surveying services for the development of design schematics and PS&E to upgrade CR 138 from SH 130 to CR 137 in Williamson County. The design schematic will be submitted on roll plot layouts. All PS&E documents will be submitted on 11"x17" sheets. The project will be developed in English units. As provided in Exhibit B, the work to be performed by the *Engineer* under this work authorization, in general, will consist of:

1. Project Management
2. Design Schematic Development
3. PS&E Development
4. Surface and Subsurface Utility Location (SoftDig)
5. Utility Coordination
6. Bidding Phase Services
7. Miscellaneous Services
8. Construction Phase Services

Attached

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$360,774.50.

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

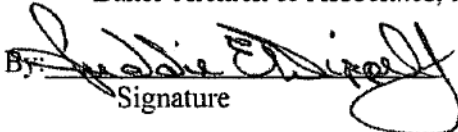
Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 12/31/09, unless extended by a Supplemental Work Authorization.

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 ____.

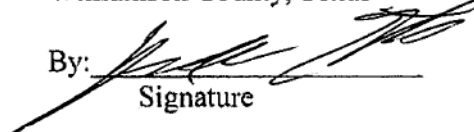
ENGINEER:
Baker-Aicklen & Associates, Inc.

By: 
Signature

Freddie E. Dippel, Jr., P.E., R.P.L.S.
Printed Name

Vice President of Engineering Operations
Title

COUNTY:
Williamson County, Texas

By: 
Signature

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

OK
mg 6/5/09

EXHIBIT II**HOURLY RATES**

Effective May 1, 2009, the following rates are recommended for work performed on an hourly-charge basis. Rates include company overhead and profit for services accomplished during regular working hours.

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<u>Classification</u>	<u>Rates</u>
Sr. Project Manager.....	\$175 per hour
Project Manager.....	\$135 per hour
Sr. Project Engineer/Surveyor/Planner.....	\$130 per hour
Sr. Project Engineering/Surveying/Planning/GIS Coordinator.....	\$125 per hour
Project Engineer/Surveyor/Planner.....	\$120 per hour
Project Engineering/Surveying/Planning/GIS Coordinator.....	\$115 per hour
Sr. Project Engineering/Surveying/Planning/GIS Designer.....	\$110 per hour
Sr. Project Engineering/Surveying/Planning/GIS Associate.....	\$105 per hour
Project Engineering/Surveying/Planning/GIS Designer.....	\$100 per hour
Engineering/Surveying/Planning/GIS Associate.....	\$95 per hour
Engineering/Surveying/Planning/GIS Assistant.....	\$90 per hour
Sr. Engineering/Surveying/GIS CAD Technician.....	\$80 per hour
Engineering/Surveying/GIS CAD Technician.....	\$70 per hour
CAD/GIS Computer Operator.....	\$60 per hour
Administrative Assistant.....	\$60 per hour
Expert Witness/Testimony/Deposition Services.....	Two Times Rate
Department Manager/Assistant Branch Manager.....	\$185 per hour *
Branch Manager.....	\$200 per hour *
Principal (as appropriate).....	\$220 per hour *
1-Man Field Party.....	\$75 per hour
2-Man Field Party.....	\$125 per hour
3-Man Field Party.....	\$165 per hour
4-Man Field Party.....	\$205 per hour

DIRECT EXPENSES**Transportation:**

By Firm's Passenger Vehicles	Charged at current IRS allowable rate
By Firm's Survey Trucks (Notes 1, 2, & 3)	Charged at current IRS allowable rate
Direct Expense - Reproduction & Printing by Firm,	Prevailing
Survey Stakes, Lathes, Iron Rods,	Commercial Rates Or
Subsistence of out-of-city services, and other Direct Expense	Cost Plus 15%

* Not default rates. These rates are used as required in special situations only and with Client notification.

NOTES:

1. Field Party rates include equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
2. Field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
3. Field Party stand-by time will be charged for at the above-shown appropriate rates.
4. The firm's professional liability is limited to the total amount of compensation under the Professional Services Agreement to a maximum of \$50,000.

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 WILLIAMSON COUNTY (COUNTY)

The COUNTY will furnish to the ENGINEER the following information and/or perform the following tasks:

1. Provide a Project Manager to serve as the primary point of contact for the ENGINEER through the COUNTY or through their General Engineering Consultant (GEC) for the project.
2. Furnish all applicable data and correspondence the COUNTY may have on file for this project.
3. Provide existing typical sections, as-built drawings, and right-of-way maps for CR 138 and side streets as available.
4. Provide any existing survey data that is available in this vicinity.
5. Provide right-of-way acquisition services.
6. Provide assistance with right-of-entry acquisition, as needed.
7. Provide assistance in obtaining information from local, regional, state and federal agencies, as required.
8. Provide design criteria and approve design speed.
9. Provide timely reviews at predetermined milestones, decisions and directions necessary to permit the project to progress according to the agreed upon project schedule (Exhibit C).
10. Meet on an as need basis to answer questions, provide guidance, and offer comment.
11. Promptly review invoices to Williamson County's guidelines.
12. Provide Preliminary Cost Estimates.

REFERENCES

1. Williamson County Design Criteria and Project Development Manual, latest edition
2. TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
3. TxDOT 2003 Texas Manual on Uniform Traffic Control, including latest revisions
4. TxDOT Construction Manual, latest edition
5. AASHTO "Green Book" – A Policy on Geometric Design of Highways and Streets
6. National Environmental Policy Act (NEPA)
7. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
8. Americans with Disabilities Act (ADA) Regulations

NOTES

1. All design shall be in accordance with the above references, except where variances are permitted in writing by the COUNTY (The above annotated list is not intended to be all inclusive, there may be other references required dependent upon the specific design needs of the project.).
2. The ENGINEER is responsible for purchasing all references which are required for the project.
3. Design Criteria Order of Precedence: Design Criteria for the CR 138 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.

EXHIBIT B

SERVICES TO BE PROVIDED BY BAKER-AICKLEN & ASSOCIATES, INC. (ENGINEER)

The work to be performed under this contract will consist of providing professional engineering and surveying services for the development of design schematics and PS&E to upgrade CR 138 from SH 130 to CR 137 in Williamson County. The design schematic will be submitted on roll plot layouts. All PS&E documents will be submitted on 11"x17" sheets. The project will be developed in English units. The work to be performed by the ENGINEER under this work authorization, in general, will consist of:

ENGINEERING DESIGN SERVICES:

1. Project Management

This task will include the following activities:

- Coordination with Williamson County (COUNTY) or their General Engineering Consultant (GEC) for the project.
- Provide overall project management services including budget control, schedule control, project coordination, resource allocation, and preparation of invoices and Monthly Progress Reports.
- Coordination with Environmental subconsultant.
- Coordination with Geotechnical subconsultant.
- Coordination with Right-of-Way (ROW) Acquisition subconsultant.
- Coordination with Utility Relocation subconsultant.
- Ensure timely delivery of Design Schematic, PS&E, all deliverables including electronic files, and hard copies of all pertinent information, all in American Standard System of Measure format.
- Perform Quality Control/ Quality Assurance reviews.
- General Project Meetings
 - Attend meetings as directed by COUNTY or GEC.
 - Record and distribute meeting minutes.
- Submittals and Design Review Meetings - 30%, 60%, 90%, 95%, and 100% submittals will be required. The ENGINEER will attend 30%, 60% and 90% submittal review meetings. Five (5) copies will be required for each submittal. Comments and revisions requested at the review meetings will be incorporated into the plans for the subsequent submittal.
 - a. 30% Submittal & Review - Submittal will include preliminary cross sections, P&P sheets, existing and proposed typical sections, preliminary title and index sheets, preliminary drainage area map and drainage calculations, preliminary bridge layouts (if required), preliminary retaining wall layouts (if required), sequence of work outline, preliminary utility exhibits, summary sheet outline, identify potential utility conflicts, update estimates, and update project schedule.
 - b. 60 % Submittal & Review - Submittal will include addressing 30% review comments, final typical sections, final drainage calculations, final bridge layouts (if required), final retaining wall layouts (if required) and details, final utility exhibits, preliminary traffic control plans, preliminary signing and pavement

marking layouts, preliminary construction working days schedule, update cross sections, estimates, and project schedule.

- c. 90% Submittal & Review - Submittal will include addressing 60% review comments, final utility conflict identification and resolution, final P&P sheets, final signing and striping layouts, final miscellaneous roadway details, final bridge design and details (if required), final retaining wall design and details (if required), final traffic control plans, final SW3P, final quantities, update estimates and project schedule, construction working days schedule, general notes and specifications.
- d. 95% Submittal & Review - Address 90% review comments, update quantities, update general notes, specifications, and estimate. Provide one set of 11"x 17" mylar originals for final review, with a registered Professional Engineer's seal on each sheet, and four (4) sets of prints of the plans including all applicable standards.
- e. 100% Submittal & Review - Address final review comments.

2. Design Schematic Development

This task will include the following activities:

A. Geometric Development

- Establish and confirm design criteria.
- Develop geometric design elements including conceptual typical sections, horizontal and vertical alignment, cross-slopes, superelevation requirements, and intersection geometrics at SH 130 and CR 137.
- Preliminary Typical sections: Prepare existing and proposed typical sections. Proposed typical sections will be included with the Design Schematic.
- Preliminary design cross sections will be developed at 100' intervals for the estimation of cut and fill quantities and to verify proposed ROW.
- Develop Design Schematic (1" = 100' roll plot): Includes plan and profile for CR 138. Develop typical sections, design criteria files, superelevation tables and shapes. Revise profiles as necessary to reduce slopes, ROW requirements, grades, etc. Show striping, drainage structures, etc. so that this file will be base map for PS&E production.
- Verify driveway alignments and profiles.
- Prepare preliminary traffic control plan consisting of a conceptual phasing layout, typical sections and a narrative of the construction sequence. This plan will consist of one plot showing plan views of rough phases of construction with the sequence narrative (1" = 200' roll plot). Layout will highlight construction and traffic areas for major phases required.

B. Drainage Development

- Perform preliminary drainage analysis.
- Prepare drainage area maps and calculate discharges.
- Analyze roadway profile and determine culvert locations.
- Develop hydraulic models for culverts and ditches.
- Determine drainage easement requirements.

- Prepare drainage report.

C. Surveying Tasks

- Develop a current property owner list and obtain right of entry for all affected parcels.
- Establish a conventional vertical and horizontal control traverse throughout the project area and reference both control networks to Williamson County survey control.
- Determine the centerline crown vertical profile of the existing roadway from SH130 to CR137 as a verification of design/topographic survey date to be provided by Williamson County. Provide detailed design/topographic surveys of those areas where information is missing.
- Develop right of way maps, metes and bounds descriptions and surveys needed for acquisition of additional right of way.
- Set property corners needed to delineate new right of way parcels to be obtained for the project.
- Stake the centerline of the proposed new right of way for use by other contractors working on the project. The centerline will be staked with distinctly flagged intervisible lathes or with painted Mag nails if the points fall in existing paving.
- Establish permanent horizontal control and benchmarks throughout the project area for use by all contractors assigned to the project for design or construction purposes.
- Provide six HEC cross-sections per creek for two creeks that cross the proposed roadway project.

D. Miscellaneous Design

- Establish ROW requirements.
- Develop ROW exhibit.
- Develop engineer's estimate of probable construction cost.
- Develop design exceptions, variances, and waiver report.
- Perform constructability review.

E. Design Schematic Deliverables

- Design Schematic and Schematic Design Report (includes summary of design criteria; design exceptions, variances, and waivers; design calculations; constructability report; drainage report; and engineer's opinion of probable construction cost.
- ROW maps.
- ROW exhibits.

3. PS&E Development

This task will include the following activities:

A. Roadway Design Controls

- Develop typical section sheets (NTS).
- Develop Project Layout sheet (1" = 500'),
- Develop Horizontal Alignment Data sheet.

- Develop roadway plan and profile sheets (1" = 100'). Coordinates, superelevation data, major earthwork quantities, stations, and elevations of key alignment features and benchmarks will be noted.
- Develop driveway details, grading details, intersection details, and miscellaneous roadway detail sheets.
- Finalize design cross sections and develop cross section sheets. Cross section sheets will be developed at a scale of 1" = 10'. Determine the quantities of cut and fill for each cross section.
- Determine the location and size of any necessary construction easements.
- Assemble applicable State, County and City roadway standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Prepare Summary of Roadway Quantities at the 90% submittal.

B. Drainage Design

- Finalize drainage analysis and design.
- Develop drainage area map (1" = 100'). Delineate drainage area boundaries based on USGS topographic maps, contour maps, and field survey reconnaissance.
- Calculate peak discharges - Determine conveyance paths, channel slopes, time of concentration, and select runoff coefficients/RCN curve numbers, to determine design-year flows.
- Develop models of conveyance elements. A model will be developed for proposed drainage structures on CR 138. The ENGINEER will verify cross sections at or near the proposed culverts. The sections will be verified field survey and aerial topographic details outside the field survey limits.
- Analyze the proposed roadway profile and determine the size of opening for all cross culverts. The number and size of openings for the culverts will be based on the hydraulic analyses.
- The roadway profile will be designed to not be overtopped by the peak flow resulting from a storm event with a 100-year design frequency through the culvert openings. The design storm event will be based on the hydrologic study prepared by the ENGINEER. The proposed improvements will be modeled to create the Post Project Condition Model. The ENGINEER will review the Post Project Condition Model to ensure compliance with Federal, State, and Local regulations.
- Generate hydraulic computation sheets.
- Determine the size and location of any necessary drainage easements.
- Prepare Drainage Report – Prepare a drainage report summarizing the findings and recommendations developed in the preliminary drainage study. The report will document all relevant calculations, exhibits and supporting documents including the final drainage design with the proposed locations and sizing of the culverts. The ENGINEER will size each culvert to pass the appropriate design-year storm without exceeding allowable headwater elevations. The TxDOT Hydraulic Manual will be used to establish design controls. Applicable FEMA criteria will also be satisfied. Hydraulic data will be summarized on the culvert layout. Any additional culvert sizing will require a supplemental agreement.

- Develop Culvert Layout sheets for drainage structures in accordance with County standard details and the TxDOT Hydraulic Manual.
- Determine channel and easement grading.
- Prepare drainage plan details necessary to clarify the construction requirements of the drainage facilities.
- Assemble applicable State, County and City drainage standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate quantities for drainage items for the project at the 90% submittal.

C. Storm Water Pollution Prevention Plans (SW3P)

- Prepare SW3P Index Sheet and develop SW3P layouts at a scale of 1 in = 100 feet showing all necessary erosion control devices such as: sediment control fences, rock filter dams, soil retention blankets, riprap slope protection and other devices as required.
- The ENGINEER will develop a SW3P plan consistent with the project construction phases that will minimize sediment discharge from the project site through runoff. The plan will identify the SW3P components that will mitigate the impacts of construction activities. The SW3P will be in compliance with TxDOT manual *Storm Water Management Guidelines for Construction Activities* or as directed by the COUNTY.
- Assemble applicable State, County and City SW3P standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate final quantities for SW3P items for the project at the 90% submittal.

D. Signing and Pavement Markings

- Signing and Pavement Marking Layout - Prepare a signing and marking layout at a scale of 1" = 100'. The signing and marking layout will identify the various types of pavement markings, proposed signing, delineation and location of project features which would present a hazard to traffic.
- Prepare a small sign summary sheet.
- Assemble applicable State, County and City signing and pavement marking standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate final quantities for signing and pavement marking items for the project at the 90% submittal.

E. Traffic Control Plan (TCP)

- Develop TCP narrative, typical sections, and layouts (1" = 100'). The plan will identify work areas, temporary paving, temporary shoring, signing, detour alignment, barricades, and other TCP related items. A narrative will be prepared incorporated into the plans.

- Assemble applicable State, County and City traffic control and work zone standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate final quantities for traffic control items for the project at the 90% submittal.

F. Miscellaneous Roadway Sheets

- Project Title Sheet
- Supplemental Index Sheet
- Project Estimate - Prepare an engineer's estimate of probable construction cost. The estimate will be prepared for the project at the 30%, 60%, 90% and 100% submittals
- General Notes and Specifications - The ENGINEER will prepare the general notes, specification data, and Basis of Estimate.
- Construction Schedule - Prepare a construction working days schedule which will identify major items of work for the construction project.

G. PS&E Deliverables

- PS&E for review at 60% submission
 - All roadway plan/profile sheets developed
 - Preliminary cross sections
 - All drainage sheets developed
 - Erosion control sheets
 - TCP sheets
 - Signing and pavement marking layouts
 - List of standards
 - Preliminary Engineer's Opinion of Probable Construction Cost
 - Preliminary list of bid items
 - Quantity summary sheets will not be included
- PS&E for review at 90% submission
 - Full set of plan sheets with quantities and standards
 - Final cross sections and earthwork calculations
 - Project Manual
 - Final Engineer's Opinion of Probable Construction Cost
- PS&E for review at 100% submission – All items of 90% submittal with corrections from 90% review
- Project Manual
 - Design criteria and assumptions
 - Design calculations including horizontal and vertical alignments, superelevation transitions, hydraulic calculations
 - QA/QC forms
 - Copies of all permits and approvals

- CDs containing electronic copies of all design files
- CDs containing PDFs of all sheet files within the plans

4. Surface and Subsurface Utility Location (SoftDig)

- Records Research and Reconnaissance (Quality Level D & C)
 - Meet with Owner's Project Engineer to discuss specifics and requirements of this assignment.
 - Research and retrieve all available utility records.
 - Conduct a site reconnaissance to validate probable utilities.
 - Verify existence of survey control and plan operational procedures.
 - Research permit and special insurance requirements with appropriate agencies.
- Surface Locates (Quality Level C & B)
 - Designate, record and mark the approximate horizontal location (accurate within +/- 12") of existing utilities by geophysical prospecting techniques.
 - SoftDig will use its best professional expertise and geophysical prospecting techniques to designate subsurface utilities. SoftDig does not guarantee that utilities marked constitute all utilities within the project area.
 - Data Management (Survey and CADD Mapping) is not included unless specifically requested and included with Schedule of Fees.
- Subsurface Locates (Quality Level A)
 - SoftDig will provide all necessary equipment and support personnel, including all maintenance of protection of traffic devices and equipment in accordance with the Texas Manual of Uniform Traffic Control Devices if required. M.O.T. devices not routinely and normally carried and flaggers will be invoiced as an expense.
 - Comply with any and all OCSI and ULCC requirements
 - Coordinate with utility company inspectors as required by the resultant agreement and by law.
 - Neatly cut and remove existing paving, with the cut area not exceeding 12" x 12". Excavate using the SoftDig vacuum excavation system.
 - Excavate test holes in such a manner as to prevent any damage to utilities.
 - Be responsible for any damage to a utility during excavation.
 - Backfill with approved material around utility structure.
 - Furnish, install and color-code a permanent above-ground marker (e.g., P.K. nail, peg, steel pin, or hub) directly above the centerline of the structure as well as "down the hole" color-coded plastic ribbon.
 - Provide a bituminous patch of pavement within the limits of the original cut at the time of backfill. Pavement restoration is guaranteed for 3 years. If the test hole is excavated in an area other than the roadway pavement, the area disturbed will be restored to the condition prior to excavation.
 - Provide the following test hole information:
 - Elevation of top and/or bottom of utility tied to vertical control provided, to within 3 mm (0.01 ft). If control is not provided, control will be assumed.

- Elevation of existing grade over utility at test hole to within 3 mm (0.01 ft).
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility structure material compositions and condition, when possible.
- Pavement thickness, generalized soil type and unusual conditions.
- Should suspected hazardous materials be encountered in the test hole, SoftDig crews will immediately contact the client representative and the SoftDig office. SoftDig will also comply with DOT hazardous Material Regulation Procedures.
- Data Management (Survey and CADD Mapping) is not included unless specifically requested and included with Schedule of Fees.
- Data Management (Survey and CADD Mapping)
 - Survey surface locates and/or subsurface locates to horizontal and/or vertical control provided by client. If control is not provided, control will be assumed.
 - Provide Microstation file showing designated utilities and/or subsurface locates with test hole data tabulation.
 - Digital photographs of the project will be provided if requested.

5. Utility Coordination

This task will include the following activities:

- Coordinate and assist with the relocation of utilities
- Develop exhibits that indicate conflicts between identified existing utilities and proposed construction
- Recommend resolution for each utility conflict
- Meet with utility company representatives to discuss relocation requirements and take notes as needed.

6. Bidding Phase Services

- Develop a Project Manual (Bid Documents, Contract Documents, and Specifications) for bidding purposes.
- Distribute plan sets and answer questions from bidders.
- Develop and issue addenda as appropriate to interpret, clarify, or expand the bid documents.
- Attend prebid meeting.
- Review and evaluate bids.
- Assist Williamson County in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- Prepare an Engineer's Recommendation of Award and make recommendation of bid award to Williamson County.

7. Miscellaneous Services

- Develop exhibits as needed to conduct 1 public meeting
- Attend up to 5 neighborhood meetings

8. Construction Phase Services

- Attend preconstruction meeting and issue a Notice to Proceed on behalf of Williamson County.
- Review shop drawings submitted by the contractor for compliance with design concepts.
- Visit project site once per month to observe and report on the progress and the quality of the executed work.
- Respond to up to 20 Requests for Information (RFI).

9. Services Not Included

- Earthwork quantities separated by construction phase.
- Design work for the relocation of utilities.
- Traffic Studies that develop traffic projections.

REFERENCES

1. Williamson County Design Criteria and Project Development Manual, latest edition
2. TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
3. TxDOT 2003 Texas Manual on Uniform Traffic Control, including latest revisions
4. TxDOT Construction Manual, latest edition
5. AASHTO "Green Book" – A Policy on Geometric Design of Highways and Streets
6. National Environmental Policy Act (NEPA)
7. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
8. Americans with Disabilities Act (ADA) Regulations

NOTES

1. All design shall be in accordance with the above references, except where variances are permitted in writing by the COUNTY (The above annotated list is not intended to be all inclusive, there may be other references required dependent upon the specific design needs of the project.).
2. The ENGINEER is responsible for purchasing all references which are required for the project.
3. Design Criteria Order of Precedence: Design Criteria for the CR 138 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.

Exhibit C Work Schedule

	July 2009				August 2009				September 2009				October 2009				November 2009				December 2009				January 2010			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Notice to Proceed				▲																								
30% PS&E																												
60% PS&E																												
90% PS&E																												
100% PS&E																												
Bidding Phase																												
Letting																												▲

Function Code/ Task Number	Task Description	B-A Engineering	B-A Surveying	SoftDig	Total
	Design Schematic	\$59,660.00			\$59,660.00
	Surveying Tasks		\$67,525.00		\$67,525.00
	PS&E	\$163,345.00			\$163,345.00
	Surface and Subsurface Utility Location			\$27,676.00	\$27,676.00
	Utility Coordination	\$4,710.00			\$4,710.00
	Bidding Phase Services	\$8,195.00			\$8,195.00
	Miscellaneous Services	\$5,430.00			\$5,430.00
	Construction Phase Services	\$21,200.00			\$21,200.00
	TOTAL LABOR	\$262,540.00	\$67,525.00	\$27,676.00	\$357,741.00
	Direct Expenses	\$1,227.50		\$1,806.00	\$3,033.50
	TOTAL	\$263,767.50	\$67,525.00	\$29,482.00	\$360,774.50

EXHIBIT D
FEE SCHEDULE

Func. Code	Task Description	Sheet Total	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Eng. Designer	Senior Technician	Admin. Asst.	Hours	Total
SCHEMATIC											
	PROJECT MANAGEMENT (SCHEMATIC)										
	Project Coordination		2	32	8				8	50	\$6,190.00
	QA/QC		4	20	4					28	\$3,920.00
	Project Meetings (6 - 3 hours/meeting for 2 staff)			18	18				12	48	\$5,490.00
	Subtotal		6	70	30	0	0	0	20	126	\$15,600.00
	GEOMETRIC DEVELOPMENT										
	Establish Design Criteria			2						2	\$270.00
	Typical Sections			2			4	16		22	\$1,950.00
	Create Horizontal/Vertical Alignments			2		16				34	\$3,790.00
	Design Schematic		2	2				16		20	\$1,900.00
	Preliminary Design Cross Sections					24	48			74	\$7,950.00
	Preliminary TCP			4		12		40		56	\$5,180.00
	Subtotal		2	14	0	52	68	80	0	208	\$21,040.00
	DRAINAGE										
	Preliminary Drainage Analysis				30	40	8			78	\$9,500.00
	Drainage Easement Assessment			1	16					33	\$4,135.00
	Drainage Report		2	1	24				8	35	\$4,085.00
	Subtotal		2	2	70	56	8	0	8	146	\$17,720.00
	MISCELLANEOUS DESIGN										
	Establish ROW Requirements			2						2	\$270.00
	Prepare ROW Exhibits			2		4		12	2	20	\$1,830.00
	Engineer's Estimate of Probable Construction Cost			2		8				10	\$1,230.00
	Design Exceptions, Variances and Waiver Report		1	2		4			2	9	\$1,045.00
	Constructability Review		1	2		4				7	\$925.00
	Subtotal		2	10	0	20	0	12	4	48	\$5,300.00
	Schematic Total Labor		12	96	100	128	76	164	32	528	\$59,660.00
PS&E											
	PROJECT MANAGEMENT (PS&E)										
	Project Coordination		2	24		12			8	46	\$5,510.00
	QA/QC		2	32		8				42	\$5,630.00
	Project Review Meetings (30%, 60%, 90%)			9		9			6	24	\$2,655.00
	Subtotal		4	65	0	29	0	0	14	112	\$13,795.00
	ROADWAY DESIGN CONTROLS										
	Typical Sections	1		2	2	4		24		32	\$2,930.00
	Roadway Plan & Profile	10	2	16	2	60	50	120		250	\$24,570.00

EXHIBIT D
FEE SCHEDULE

Func. Code	Task Description	Sheet Total	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Eng. Designer	Senior Technician	Admin. Asst.	Hours	Total
	Grading Details	4			4	2	18	36	24	84	\$8,480.00
	Driveway Detail Sheet	1			1		10	16	8	35	\$3,575.00
	Miscellaneous Roadway Detail Sheet	1			2		8	12		22	\$2,430.00
	Design Cross Sections & Sheets / Earthwork		2		4		8	16	40	70	\$6,650.00
	Subtotal	17	4	29	6	108	130	216	0	493	\$48,635.00
	DRAINAGE										
	Drainage Area Map	1		1	16	24		12		53	\$6,055.00
	Hydrologic Calculations (Culverts and Ditches)		1	2	4	8				15	\$1,925.00
	Miscellaneous Drainage Detail Sheet	1		1	4	8		16		29	\$2,895.00
	Culvert Layouts	2		1	16	32		40		89	\$9,255.00
	Hydraulic analysis (Culverts and Ditches)		1	2	24	32				59	\$7,405.00
	Subtotal	4	2	7	64	104	0	68	0	245	\$27,535.00
	SIGNING & STRIPING										
	Signing & Striping	10		8		48		80		136	\$13,240.00
	Sign Detail Sheet	1		2		2	6	12		22	\$2,070.00
	Subtotal	11	0	10	0	50	6	92	0	158	\$15,310.00

EXHIBIT D
FEE SCHEDULE

Func. Code	Task Description	Sheet Total	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Eng. Designer	Senior Technician	Admin. Asst.	Hours	Total
	MISCELLANEOUS ROADWAY										
	Title Sheet	1		1		1		6		8	\$735.00
	Index	1		2		3	8	8		21	\$2,070.00
	Project Layout	1		1	1	2		20		24	\$2,105.00
	Horizontal Alignment Data Sheet	1						16		17	\$1,415.00
	Compute and Tabulate Quantities/Summary Sheets	5		4	2	12	24	40		82	\$7,840.00
	TCP Narrative	1		1		12		6		19	\$2,055.00
	TCP Typicals	1		6		8		16		30	\$3,050.00
	TCP Layouts	10	2	12		40	160	80		294	\$29,170.00
	SW3P Layouts	6		2		20	80	36		138	\$13,550.00
	Standards	80		1	1	2		60		64	\$5,305.00
	Construction Estimate		1	1		8				10	\$1,270.00
	General Notes/Specifications			2		14				16	\$1,950.00
	Design Summary Report (DSR)			2		8			2	12	\$1,350.00
	Subtotal	107	3	36	4	130	272	288	2	735	\$71,865.00
	PS&E Total Sheets/Labor	139	19	173	144	549	484	828	28	2145	\$163,345.00
	UTILITY COORDINATION										
	Develop Exhibits			2		4		12		18	\$1,710.00
	Meet with Utility Company Representatives			4		8				12	\$1,500.00
	Recommend Resolution for Each Utility Conflict			4		8				12	\$1,500.00
	Utility Coordination Total	0	0	6	0	12	0	12	0	30	\$4,710.00
	BIDDING PHASE SERVICES										
	Develop Project Manual			8	2	20			10	40	\$4,340.00
	Issue Addenda and Clarifications			4	2	2			4	12	\$1,280.00
	Pre-Bid Meeting			3	3				2	8	\$915.00
	Review and Evaluate Bids		1	2		4			4	11	\$1,165.00
	Engineer's Recommendation of Award			1		2			2	5	\$495.00
	Bidding Phase Services Total	0	1	18	7	28	0	0	22	71	\$8,195.00
	MISCELLANEOUS SERVICES										
	Develop Exhibits			2		4		12		18	\$1,710.00
	Attend 5 Neighborhood Meetings		3	15	9					27	\$3,720.00
	Miscellaneous Services Total	0	3	17	9	4	0	12	0	45	\$5,430.00
	CONSTRUCTION PHASE SERVICES										

EXHIBIT D
FEE SCHEDULE

Func. Code	Task Description	Sheet Total	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Eng. Designer	Senior Technician	Admin. Asst.	Hours	Total
	Pre-Construction Meeting			3	3					6	\$795.00
	Shop Drawing Review			4	2	16				22	\$2,720.00
	Project Site Visit		2	24	12	48				86	\$10,910.00
	20 RFIs			5	10	40				55	\$6,775.00
	Construction Phase Services Total	0	2	36	27	104	0	0	0	169	\$21,200.00
	Direct Expenses					Number	Rate				
	Mileage					1500	\$0.505				\$757.50
	Digital Ortho Plots						\$2.50				\$0.00
	MyIars					150	\$2.00				\$300.00
	Plotting & Reproduction (30%, 60%, 90% final)					1700	\$0.10				\$170.00
	Court Reporter						\$280.00				\$0.00
	Direct Expenses Subtotal										\$1,227.50
	Total										\$263,767.50

Labor Rates w/overhead and fixed fee \$175.00 \$135.00 \$130.00 \$120.00 \$100.00 \$80.00 \$60.00

**EXHIBIT D
FEE SCHEDULE**

Func. Code	Task Description	Sr. Project Manager	3-Man Field Crew	Project Surveyor	Admin. Asst.	Hours	Total
	Surveying Tasks						
	Develop a current property owner list and obtain right of entry for all affected parcels.	4		6	40	50	\$3,820.00
	Establish a conventional vertical and horizontal control traverse throughout the project area and reference both control networks to Williamson County survey control.		56	16		72	\$11,160.00
	Determine the centerline crown vertical profile of the existing roadway from SH130 to CR137 as a verification of design/topographic survey data to be provided by Williamson County. Provide detailed design/topographic surveys of those areas where information is missing.		28	12		40	\$6,060.00
	Develop right of way maps, metes and bounds descriptions and surveys needed for acquisition of additional right of way.		88	71		159	\$23,040.00
	Set property corners needed to delineate new right of way parcels to be obtained for the project.		40	8		48	\$7,560.00
	Stake the centerline of the proposed new right of way for use by other contractors working on the project. The centerline will be staked with distinctly flagged intervisible lathes or with painted Mag nails if the points fall in existing paving.	1	40	6		47	\$7,495.00
	Establish permanent horizontal control and benchmarks throughout the project area for use by all contractors assigned to the project for design or construction purposes.	1	24	8		33	\$5,095.00
	Provide six HEC cross-sections per creek for two creeks that cross the proposed roadway project.	1	16	4		21	\$3,295.00

**EXHIBIT D
FEE SCHEDULE**

Func. Code	Task Description	Sr. Project Manager	3-Man Field Crew	Project Surveyor	Admin. Asst.	Hours	Total
	Subtotal	7	292	131	40	470	\$67,525.00
	Surveying Tasks Total	7	292	131	40	470	\$67,525.00

\$175.00 \$165.00 \$120.00 \$60.00

**EXHIBIT D
FEE SCHEDULE**

Func. Code	Task Description	Estimated Quantity	Rate	Per Unit	Total
	Surface and Subsurface Utility Location				
	Surface Locates	26,400	\$0.84	LF	\$22,176.00
	Subsurface Locates	10	\$550.00	Test Hole	\$5,500.00
	Subsurface Extra for Pavement over 8"	0	\$20.00	Test Hole	\$0.00
	Surface and Subsurface Utility Location Subtotal	26410	570.84	0	\$27,676.00
	Direct Expenses	Number	Rate	Per Unit	
	Mileage		\$0.505	mile	\$0.00
	Per Diem Meals (2 men / 7 days)	14	\$44.00	Person/Day	\$616.00
	Per Diem Lodging (2 men / 7 days)	14	\$85.00	Person/Day	\$1,190.00
	Field Drawings			sheet	\$0.00
	Test Hole Report			sheet	\$0.00
	Direct Expenses Subtotal				\$1,806.00
	Surface and Subsurface Utility Location Total				\$29,482.00