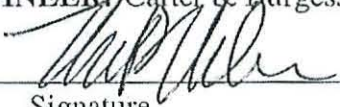




IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

ENGINEER: Carter & Burgess, Inc.

By:   
Signature

Kevin P. Nelson  
Printed Name

Senior Vice President  
Title

1/28/10  
Date

COUNTY:

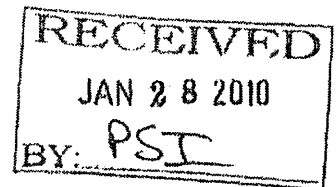
By:   
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

OK  

**ATTACHMENT A  
SUPPLEMENTAL AGREEMENT NO. 1 TO  
WORK AUTHORIZATION NO. 5**

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

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

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

sect. 5A

CST # 0204-04-040

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$112,027.00. This represents an increase of \$10,000.

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

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

ATTACHMENT A (con't.)

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

ENGINEER:  
Carter & Burgess, Inc.

By: \_\_\_\_\_

Signature

Kevin P. Nelson

Printed Name

Senior Vice President

Title

1/28/10

Date

COUNTY:  
Williamson County, Texas

By: \_\_\_\_\_

Signature

Printed Name

Title

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

ok  
m

**WORK AUTHORIZATION NO. 5  
SUPPLEMENTAL AGREEMENT NO. 1  
EXHIBIT A**

**SERVICES TO BE PROVIDED BY THE COUNTY**

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

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

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

**WORK AUTHORIZATION NO. 5**  
**SUPPLEMENTAL AGREEMENT NO. 1**  
**Exhibit B**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**  
**US 79 Improvements**  
**Williamson County**

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

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

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

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

Construction Phase Services will include:

**Shop Drawing Review**

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

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

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

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

**Preparation of Change Orders, Alternate Design or Additional Design Details –**

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

- Prepare a Fair Construction Cost Estimate for the change

- Evaluate contractor's proposed quotation against the Fair Construction Cost Estimate
- Submit recommendations to the County for final approval
- Assist the County and/or its representative in negotiating change order following approval

**Respond to Questions related to the Plans and Handle Requests for Information (RFI)** – Respond to questions/RFI related to the plans and specifications as needed throughout the duration of construction. Document each question/RFI in sufficient detail, formulate a response and submit a written version of the response to the County for distribution to all involved parties.

**Attend Meetings** – Attend meetings as needed to discuss any issues that may arise during construction.



**WORK AUTHORIZATION NO. 5  
SUPPLEMENTAL AGREEMENT NO. 1  
EXHIBIT C**

**WORK SCHEDULE**

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

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

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

	A	B	C	D	E	F	G	H	I	J	K	L
1												
2	CARTER & BURGESS, INC.			EXHIBIT D							Contract No. 050789	
3				ENGINEERING FEE ESTIMATE								
4				US 79 SECTION 5A								
5	CONSTRUCTION PHASE SERVICES			WORK AUTHORIZATION NO. 5								
6				SUPPLEMENTAL AGREEMENT NO.1								
7				2006 CONTRACT SALARY RATES								
8												
9	HOURS											
10					PROJECT	SENIOR	DESIGN	GRADUATE	SENIOR	CADD		
11	FUNCTION CODE / TASK DESCRIPTION				MANAGER	ENGINEER	ENGINEER	ENGINEER	TECHNICIAN	TECHNICIAN	CLERICAL	TOTAL
12												
13	SHOP DRAWING REVIEW								0	0		0
14	CHANGE ORDERS, ALTERNATE OR ADDITIONAL DESIGN				8	6	4	8	0	8		34
15	CONSTRUCTION PHASE QUESTIONS / REQUESTS FOR INFORMATION (RFI)				8	4	2	7	0	8		29
16	ATTEND MEETINGS				5		4		0		0	9
17												
18	TOTALS: CONSTRUCTION PHASE SERVICES				21	10	10	15	0	16	0	72
19												
20	COST											
21	LOADED HOURLY RATE				\$207.61	\$136.02	\$121.70	\$89.49	\$137.20	\$95.96	\$60.84	
22												
23	DIRECT SALARY COST				\$4,360	\$1,360	\$1,217	\$1,342	\$0	\$1,535	\$0	\$9,815
24												
25												
26												
27												
28												
29												
30	COST INCLUDING OVERHEAD AND PROFIT				\$4,360	\$1,360	\$1,217	\$1,342	\$0	\$1,535	\$0	\$9,815
31												
32												
33				Subtotal			Delivery					TOTAL
34	SUMMARY			Loaded	Print/		Postage		Subtotal	Engineering		ENGINEERING
35				Labor	Repro	Travel	Materials	Misc	Expenses	Fee		FEE
36												
37	CARTER & BURGESS, INC.			\$9,815	\$50	\$75	\$60	\$0	\$185	\$10,000		\$10,000
38												
39												
40												
41	TOTALS											\$10,000
42												
43												
44												
45												
46												
47												
48												
49												
50												