

RECEIVED
JUN 15 2010
PST

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Project Name: CR 104
Project No.: 10WC812

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

ENGINEER:
Huitt-Zollars, Inc.

By: Michael R. Aulick
Signature

Michael Aulick
Printed Name

Vice President
Title

June 15, 2010
Date

COUNTY:
Williamson County, Texas

By: [Signature]
Signature

Dan A. Gattis
Printed Name

County Judge
Title

6-23-10
Date

OK
my

WILLIAMSON COUNTY

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

HUITT-ZOLLARS, INC.

S.A. #2 - Revised Exhibit III

Hourly rates shall increase by 3% for the calendar year beginning January 1, 2011 and shall increase by 3% for each successive calendar year thereafter on January 1 as applicable.

CLASSIFICATION	2010 Hourly Rates
Huitt-Zollars, Inc. - Engineer	
Principal	\$220
Project Manager	\$182
Engineering Support	\$175
Inspector	\$83
Senior Inspector	\$115
Contract Admin. Assistant	\$55
Subconsultant #1 - HDR Engineering, Inc.	
Engineering Support	\$175
Senior Inspector	\$115
Scheduler	\$137
Subconsultant #2 - Aviles Engineering Corp.	
Senior Technician	\$52
Subconsultant #3 - Diamond Surveying, Inc.	
Registered Professional Land Surveyor	\$120
Project Surveyor	\$100
Survey Technician	\$95
Secretary	\$60
1-Man Field Party	\$110
2-Man Field Party	\$140
3-Man Field Party	\$160
GPS Field Base Unit with Rover (RTK)	\$80

Any special safety training courses, badges, or drug screening if required by the Contractor will be invoiced at applicable hourly rates. The drug screen and safety course fees will be invoiced at cost.

EXHIBIT IX

SCOPE OF SERVICES

FOR PROFESSIONAL ENGINEERING SERVICES

THE FOLLOWING 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 MUTUALLY BY COUNTY AND ENGINEER AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT IV AND IN A MANNER CONSISTENT WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEER'S RULES CONCERNING THE PRACTICE OF ENGINEERING, EFFECTIVE AS OF THE RELEVANT DATE.

The *Engineer* will provide Professional Engineering Services for the *Project*, as set forth below.

The *Project* is defined as US 79, Section 5B, from east of FM 1063 near Thrall, Texas to the Williamson/Milam County Line near Thorndale, Texas ("*Project 1*") which is approximately 4.04 miles in length; and, US 79, Section 5A, from US 79-B east of Taylor, Texas to east of FM 1063 near Thrall, Texas ("*Project 2*") which is approximately 6.12 miles in length.

Services performed will include the appropriate records and documentation in accordance with TxDOT and Federal requirements.

Professional Engineering Construction Management

The *Engineer* will provide construction engineering and inspection services, materials testing, and construction survey checks and/or verifications in association with the *Project*.

1. Major Assumptions

During the preparation of this proposal, certain assumptions have been made to help define work tasks, level of effort, and other project activities. Major assumptions are as follows:

- a. Inspection procedures will be based on the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted by the Texas Department of Transportation June 1, 2004, including special provisions, special specifications and general notes issued with the Contract Documents.

2. Project Management

- a. Maintain a list of names and contact information of pertinent stakeholders on and along the *Project* including the *County*, TxDOT, cities, law enforcement, schools, and emergency personnel.
- b. Manage the Request for Information (RFI) process. Maintain a log of RFI's and facilitate and track the review process.
- c. Receive shop drawings, working drawings, and other submittals from the Contractor. Maintain a log of submittals and facilitate and track the review process.
- d. Review and make recommendations for Change Orders. Prepare Change Orders for execution by the *County*.
- e. Review Contractor and subcontractor payrolls as required to verify Wage Rate compliance per the Contract Documents.
- f. Review the Contractor's monthly application for payment and make recommendation for payment by the *County*.
- g. Analyze the monthly construction estimate for compliance with DBE goals as stated in the Contract Documents.
- h. Prepare and submit required annual FHWA reports. Verify Contractor compliance for FHWA reporting requirements.
- i. Evaluate and recommend acceptance of Contractor's CPM schedules. Perform monthly reviews of the Contractor's schedule and associated time impact analysis schedules.
- j. Identify and assist in the resolution of construction issues that arise.
- k. Conduct periodic internal construction audits to verify the *Engineer's* document control processes and procedures are being followed.
- l. Assist in dispute negotiations and claim resolutions.
- m. Provide daily lane closure information to TxDOT to be posted on the TxDOT website.
- n. Provide a monthly report and invoice for payment of *Engineer's* construction phase services.
- o. Provide a weekly progress report to the *County*.

3. Meetings and Record Keeping

- a. Attend the pre-bid meeting.
- b. Attend pre-construction conference.

- c. Conduct project progress meetings and develop and distribute meeting minutes to the attendees.
- d. Conduct periodic construction update meetings with the **County**, TxDOT, cities and other affected stakeholders.
- e. Conduct pre-activity meetings with the Contractor prior to commencement of major work items.
- f. Maintain construction project record files for delivery to the **County** at **Project** completion.
- g. Maintain files for correspondence, meeting minutes, shop drawings, sample submissions, Contract Documents including addenda, change orders, clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.
- h. Maintain a status report of change orders, RFIs, barricade inspection reports, schedule updates, shop drawing review and time extensions.
- i. Maintain a set of plans. Review the Contractor's "as-built" drawings and submit to the **County** at project completion.

4. Construction Inspection and Testing

- a. Inspect and document construction activities using daily reports, journal, logs, or other instruments, as necessary.
- b. Provide ongoing utility relocation inspections as required.
- c. Provide testing personnel to perform owner verification testing in accordance with the contract specifications as outlined in the Quality Assurance Program of the Construction Documents.
- d. Provide laboratory materials testing equipment in accordance with the Quality Assurance Program of the Construction Documents.
- e. Record materials test results and make available to the **County**, TxDOT or FHWA as required.
- f. Provide a quality system manual to document processes for monitoring of testing personnel, equipment, and test results.
- g. Provide statistical analyses on materials test data to verify the validity of the Contractor's quality acceptance testing data.
- h. Monitor environmental provisions of the contract relating to the SW3P, WPAP, etc. Perform biweekly and other inspections of BMP's as noted in the Contract Documents and maintain records in the field office.

- i. Monitor and inspect the traffic control plan as shown in the Contract Documents. Facilitate acceptance of traffic control plan changes and modifications.
- j. Create a final punch list of incomplete/noncompliant construction items and perform final inspections of items prior to completion of the work and recommendation of acceptance.
- k. Coordinate with the *County* and TxDOT for oversight inspections and review of testing results and procedures.

5. Survey

- a. Review the proposed horizontal control data, check the horizontal control in the field, and compare the results with the plan data. Compile the results of the horizontal control data.
- b. Review the proposed vertical control data, check the vertical control in the field using conventional methodology, and compare the results with the plan data. Compile the results of the vertical control data.
- c. Provide a field crew for various other field checks during construction of the *Project*. Compile the results of the survey data obtained during the field inspections.

6. Exclusions

The *Engineer* will not:

- a. Expedite the work for the Contractor;
- b. Supervise, direct, or have control over the Contractor's work or personnel as responsibility for construction defects shall remain solely on the Contractor;
- c. Authorize any deviation from the plans, specifications, or other Contract Documents or approve any substitute materials without the consent of the *County*;
- d. Be responsible for any aspect of the means, methods, techniques, sequences, quality, procedures, or programs of the Contractor; or
- e. Be responsible for any safety precautions and programs in connection with the work as the Contractor is solely responsible for the safety of the workforce and traveling public.