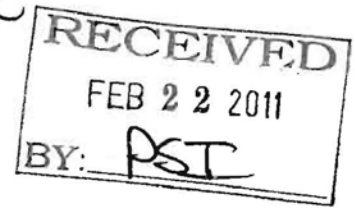


# Cobb Fendley - Utility Coordination

## 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 Utility Coordinator/Engineer
  - ☐ Exhibit C – Work Schedule
  - ☐ Exhibit D – Fee Schedule
- ☒ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Utility Coordinator/Engineer – Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I
  - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☒ Data to be provided to Utility Coordinator/Engineer by County
  - ☐ Plans
  - ☐ Maps
  - ☐ Studies
  - ☐ Reports
  - ☐ Field Notes
  - ☐ Statistics
  - ☐ Computations
  - ☐ Other: \_\_\_\_\_
- ☒ Contractors Qualification Statement – Appendix B *pre-qualifications*
- ☒ Insurance *RFR/Interview*
  - ☐ 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 Utility Coordination Work Product submittal
- ☐ "Completed" Utility Coordination Work Product
- ☐ "Accepted" Utility Coordination Work Product
- ☐ Modifications and/or Changes for Approval of Utility Coordination Work Product
- ☐ "Approved" Utility Coordination Work Product
- ☐ Revisions to Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Utility Coordinator/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 
- ☐ Invoice for Services Rendered
  - Supporting Documentation
  - Report of Completion Percentage
- ☐ Invoice for Reimbursables
  - Proof of prior payment by Utility Coordinator/Engineer of Reimbursables

Contract No. \_\_\_\_\_

**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 Cobb Fendley & Associates, Inc. (**the "Utility Coordinator/Engineer"**).

WHEREAS, **County** proposes to construct various projects under the Road Bond, Pass-Through, Unified Road & Bridge and Facilities programs;

WHEREAS, **County** desires to obtain professional services for Utility Relocation Coordination and Engineering (as requested) Services (the "Project");

WHEREAS, **Utility Coordinator/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 **Utility Coordinator/Engineer** agree to the performance of the professional services by **Utility Coordinator/Engineer** and the payment for these services by **County** as set forth herein.

**Section I**  
**Employment of the Utility Coordinator/Engineer**

**County** agrees to employ **Utility Coordinator/Engineer** and **Utility Coordinator/Engineer** agrees to perform professional utility coordination 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 Utility Coordinator/Engineer**

- A. In consideration of the compensation herein provided, **Utility Coordinator/Engineer** shall perform professional utility coordination services for the **Project**, which are acceptable to the **County Judge**, based on standard utility coordination practices and the scope of work described on the Exhibits attached to this Agreement. **Utility Coordinator/Engineer** shall also serve as **County's** professional Utility Coordinator/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 **Utility Coordinator/Engineer's** services.

- B. **Utility Coordinator/Engineer** shall not commence work until **Utility Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Utility Coordinator/Engineer**.
- D. **Utility Coordinator/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, **Utility Coordinator/Engineer/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 **Utility Coordinator/Engineer** of the work described in the Scope of Services, **County** shall pay and **Utility Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/Engineer's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **Utility Coordinator/Engineer**.

### **Section IV Period of Service**

- A. **Utility Coordinator/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. **Utility Coordinator/Engineer** shall complete all design work as described in the Scope of Services within 730 calendar days from receipt ✓ by **Utility Coordinator/Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **Utility Coordinator/Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Utility Coordinator/Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Utility Coordinator/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 **Utility Coordinator/Engineer** of written Notice of Reinstatement from **County**. **Utility Coordinator/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 **Utility Coordinator/Engineer's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Utility Coordinator/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 utility coordination 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 **Utility Coordinator/Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Utility Coordinator/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. **Utility Coordinator/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 **Utility Coordinator/Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Utility Coordinator/Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Utility Coordinator/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, **Utility Coordinator/Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Utility Coordinator/Engineer** for every day that **Utility Coordinator/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 utility coordination 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 utility coordination 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 utility coordination 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 **Utility Coordinator/Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Utility Coordinator/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. **Utility Coordinator/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 **Utility Coordinator/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. **Utility Coordinator/Engineer** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Utility Coordinator/Engineer's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Utility Coordinator/Engineer** shall cooperate and coordinate with **County's** staff, and other Utility Coordinator/Engineers, engineers and contractors as reasonable and necessary and as required by the **County Judge**.

## **Section VI**

### **Review of Work Product**

- A. **Utility Coordinator/Engineer's** utility coordination work product will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "utility coordination work products"), shall be submitted by **Utility Coordinator/Engineer** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the utility coordination 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 utility coordination work products in compliance with the requirements of this Agreement. The completeness of any utility coordination work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Utility Coordinator/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 **Utility Coordinator/Engineer** and **County's** technical review process will begin.

- D. If the submission is incomplete, **County** shall notify **Utility Coordinator/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 **Utility Coordinator/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, **Utility Coordinator/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 utility coordination work products, **Utility Coordinator/Engineer** shall without additional compensation perform any work required as a result of **Utility Coordinator/Engineer's** development of the products which is found to be in error or omission due to **Utility Coordinator/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 **Utility Coordinator/Engineer's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Utility Coordinator/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

**Utility Coordinator/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 **Utility Coordinator/Engineer** shall entitle **Utility Coordinator/Engineer** to additional compensation for such extra services and expenses, provided however, that **Utility Coordinator/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 **Utility Coordinator/Engineer's** development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by **Utility Coordinator/Engineer** to revise the plans in order to make the **Project** constructible, **Utility Coordinator/Engineer** shall do so without additional compensation. In the event of any dispute over the classification of **Utility Coordinator/Engineer's** services as Basic or Additional Services under this Agreement, the decision of the **County Judge** shall be final and binding on **Utility Coordinator/Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.



**Section VIII**  
**Utility Coordinator/Engineer's Responsibility and Liability**

- A. **Utility Coordinator/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, **Utility Coordinator/Engineer** shall inform **County** of such event within five working days.
- B. **Utility Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/Engineer**.
- D. **UTILITY COORDINATOR/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 **UTILITY COORDINATOR/ENGINEER** OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, **UTILITY COORDINATOR/ENGINEER** SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS. ✓
- E. **Utility Coordinator/Engineer's** opinions of probable **Project** cost or construction cost represent **Utility Coordinator/Engineer's** professional judgment as a design professional familiar with the construction industry, but **Utility Coordinator/Engineer** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from **Utility Coordinator/Engineer's** opinions of probable cost.
- F. **Utility Coordinator/Engineer** shall perform all services and responsibilities required of a **Utility Coordinator/Engineer** under this Agreement using at least that standard of care which a reasonably prudent Utility Coordinator/Engineer in Texas, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. **Utility Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/Engineer** and professional personnel.

- H. All employees of **Utility Coordinator/Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of **Utility Coordinator/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. **Utility Coordinator/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. **Utility Coordinator/Engineer** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of **Utility Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/Engineer** retaining a copy. ✓
- B. Any reuse by **Utility Coordinator/Engineer** of any such documents described in subsection A above, without the specific written consent of **County** shall be at **Utility Coordinator/Engineer's** sole risk and without liability or legal exposure to **County**. Should **Utility Coordinator/Engineer** be terminated, **Utility Coordinator/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 **Utility Coordinator/Engineer**, or Surveyor, as applicable, as specified by professional standards.
- C. **Utility Coordinator/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 Utility Coordinator/Engineers and contractors, without the specific written consent of **Utility Coordinator/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. **Utility Coordinator/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. **Utility Coordinator/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 **Utility Coordinator/Engineer**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Utility Coordinator/Engineer** agrees that **County** shall have access during normal working hours to all necessary **Utility Coordinator/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 **Utility Coordinator/Engineer** reasonable advance notice of intended audits.
- C. **Utility Coordinator/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. **Utility Coordinator/Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Utility Coordinator/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.*** *Utility Coordinator/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 Utility Coordinator/Engineer.*** *Utility Coordinator/Engineer* certifies that neither *Utility Coordinator/Engineer* nor any members of *Utility Coordinator/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 *Utility Coordinator/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 *Utility Coordinator/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.

*Utility Coordinator/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:



UTILITY:  
COORDINATOR/  
ENGINEER

Cobb Fendley & Associates, Inc.  
Attn: Sandra G. Howell, P.E.  
505 E. Huntland Dr., Suite 485  
Austin, Texas 78752

COUNTY:

Williamson County Judge  
Dan A. Gattis (or successor)  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

with copy to:

Hal C. Hawes  
Legal Advisor  
Office of Williamson County Judge  
710 Main Street, Suite 200  
Georgetown, Texas 78626

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: James Klotz, P.E.

and to:

Cobb Fendley & Associates, Inc.  
Attn: Allen Watson, P.E.  
13430 Northwest Freeway, Suite 1100  
Houston, Texas 77040

- F. **Insurance Requirements.** *Utility Coordinator/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 *Utility Coordinator/Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Utility Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/Engineer** and their respective successors, executors, administrators, and assigns. Neither **County** nor **Utility Coordinator/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.** **Utility Coordinator/Engineer** shall provide to **County Judge** upon submittal of **Utility Coordinator/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.** **Utility Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/Engineer**), whether or not it results from or involves any action or failure to act by the **Utility Coordinator/Engineer** or any employee or agent of the **Utility Coordinator/Engineer** and which arises in any manner from the performance of this Agreement, the **Utility Coordinator/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 **Utility Coordinator/Engineer** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the **Utility Coordinator/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 **Utility Coordinator/Engineer's** performance of work under this Agreement.
- M. **Definition of Utility Coordinator/Engineer.** The term "**Utility Coordinator/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 **Utility Coordinator/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 (31<sup>st</sup>) 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 **Utility Coordinator/Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Utility Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/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 \_\_\_\_\_, 2011.

THE UTILITY COORDINATOR/ENGINEER:

COBB FENDLEY & ASSOICATES, INC.

BY: Sandra G. Howell

Printed Name: Sandra G. Howell, P.E.

Title: Principal

Reviewed as to Form By:

Funds Verified By:

WILLIAMSON COUNTY:

BY: [Signature]  
Dan A. Gattis  
Williamson County Judge

[Signature]  
Legal Advisor to the Williamson  
County Commissioners Court

[Signature]  
County Contracts  
Management Auditor

OK  
mm 2/22/2011

**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 \$ 525,000.00 . ✓
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 **Utility Coordinator/Engineer** shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the **Utility Coordinator/Engineer's** invoice cost.

**SECTION 2 - NOT-TO-BE-EXCEEDED FEE**

- 2.1 **Utility Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/Engineer** have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The **Utility Coordinator/Engineer** shall promptly notify the **County** of any event which will affect completion of the Work Authorization, although such notification shall not relieve the **Utility**



**Coordinator/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 **Utility Coordinator/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 **Utility Coordinator/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, **Utility Coordinator/Engineer** shall not be compensated for work made necessary by **Utility Coordinator/Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$ 2,000,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

#### **SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION**

- 5.1 Upon submittal of the initial invoice for service, **Utility Coordinator/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 **Utility Coordinator/Engineer**.
- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at [www.wilco.org](http://www.wilco.org).

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 Cobb Fendley & Associates, Inc. (*the "Utility Coordinator/Engineer"*).

**Part 1.** The *Utility Coordinator/Engineer* will provide the following utility coordination services for Williamson County Road Bond Projects: Utility Program Management, Program Management and Coordination, Utility Adjustment Coordination, Subsurface Utility Engineering (SUE), Utility Engineering and Design, Utility Construction Management and Observation, Research, Field Surveying, Right-of-Way Coordination, and Miscellaneous.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$376,020.00.

**Part 3.** Payment to the *Utility Coordinator/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 September 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.

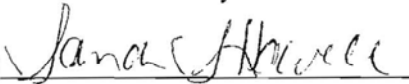
**Part 6.** This Work Authorization is hereby accepted and acknowledged below.

OK  
M 2/22/2011

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

UTILITY COORDINATOR/ENGINEER:

*Cobb Fendley & Associates, Inc.*


By:   
Signature

Sandra G. Howell, P.E.  
Printed Name

Principal  
Title

COUNTY:

Williamson County, Texas

By:   
Signature

Dan A. Gattis  
Printed Name

County Judge  
Title



ATTACHMENT A

WORK AUTHORIZATION NO. 2

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 Cobb Fendley & Associates, Inc. (*the "Utility Coordinator/Engineer"*).

**Part 1.** The *Utility Coordinator/Engineer* will provide the following utility coordination services for the IH 35 Ramps and Frontage Roads (Phase I and II) Projects: Utility Adjustment Coordination, Utility Engineering and Design.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$30,000.00.

**Part 3.** Payment to the *Utility Coordinator/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 September 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.

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

OK  
my 2/22/2011

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

UTILITY COORDINATOR/ENGINEER:

*Cobb Fendley & Associates, Inc.*

By: Sandra G. Howell  
Signature

Sandra G. Howell, P.E.

Printed Name

Principal

Title

COUNTY:

Williamson County, Texas

By: Dan A. Gattis  
Signature

Dan A. Gattis

Printed Name

County Judge

Title

WILLIAMSON COUNTY - UTILITY COORDINATION SERVICES  
 FEBRUARY 2011 - SEPTEMBER 2011  
 FEE ESTIMATE - IH 35 RAMP AND FRONTAGE ROADS (PH I AND PH II)  
 EXHIBIT - D

Utility Coordination & Engineering Services										
Description of Work Task	Project Manager	SR Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Utility Specialist	Construction Manager	Field Construction Observer	Admin/Clerical	Total Hours
	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
UTILITY ADJUSTMENT COORDINATION	\$165.00	\$16.00	\$19.00	\$125.00	\$95.00	\$110.00	\$125.00	\$85.00	\$60.00	143
UTILITY ENGINEERING AND DESIGN	5	24	7	7	14	75	0	0	12	143
OTHER DIRECT EXPENSES	8	24	14	14	14	14	0	0	3	91
<b>Total Hours</b>	<b>13</b>	<b>48</b>	<b>21</b>	<b>21</b>	<b>28</b>	<b>89</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>234</b>
<b>Cost</b>	<b>\$2,145</b>	<b>\$7,440</b>	<b>\$2,808</b>	<b>\$2,625</b>	<b>\$2,622</b>	<b>\$9,780</b>	<b>\$0</b>	<b>\$0</b>	<b>\$870</b>	<b>\$30,000.00</b>



ATTACHMENT A

WORK AUTHORIZATION NO. 3

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 Cobb Fendley & Associates, Inc. (*the "Utility Coordinator/Engineer"*).

**Part 1.** The *Utility Coordinator/Engineer* will provide the following utility coordination services for the Unified Road System Projects: Utility Program Management, Program Management and Coordination, Utility Adjustment Coordination, Utility Engineering and Design, Utility Construction Management and Observation, Research, Right-of-Way Coordination, and Miscellaneous.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$71,721.00.

**Part 3.** Payment to the *Utility Coordinator/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 September 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.

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

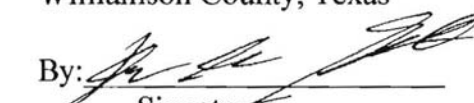
OK  
M 2/22/2011

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

UTILITY COORDINATOR/ENGINEER:  
*Cobb Fendley & Associates, Inc.*

COUNTY:  
Williamson County, Texas

By:   
Signature

By:   
Signature

Sandra G. Howell, P.E.  
Printed Name

Dan A. Gattis  
Printed Name

Principal  
Title

County Judge  
Title

WILLIAMSON COUNTY - UTILITY COORDINATION SERVICES  
 FEBRUARY 2011 - SEPTEMBER 2011  
 FEE ESTIMATE - UNIFIED ROAD SYSTEM  
 EXHIBIT - D

Utility Coordination & Engineering Services

Description of Work Task	Project Manager	SR Engineer	Project Engineer II	Project Engineer I	Utility Specialist	Construction Manager	Field Construction Observer	Admin/Clrical	Total Hours	Total Cost
UTILITY PROGRAM MANAGEMENT	\$145.00	\$159.00	\$134.00	\$124.00	\$110.00	\$124.00	\$80.00	\$60.00	47	\$ 5,578.00
PROJECT MANAGEMENT AND COORDINATION	13	15	0	0	13	0	0	3	10	\$ 1,180.00
UTILITY ADJUSTMENT COORDINATION	21	18	0	0	10	0	0	10	57	\$ 6,780.00
UTILITY ENGINEERING AND DESIGN	28	28	5	8	104	0	0	13	206	\$ 23,220.00
UTILITY CONSTRUCTION AND OBSERVATION	13	28	13	28	23	0	0	0	138	\$ 17,420.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	0	0	0	0	0	10	42	0	62	\$ 4,928.00
RIGHT-OF-WAY (ROW) COORDINATION	5	8	3	5	14	0	0	3	43	\$ 5,281.00
SURFACE UTILITY ENGINEERING (SUE)	10	3	0	0	10	0	0	3	26	\$ 3,088.00
FIELD SURVEYING										\$ -
OTHER DIRECT EXPENSES										\$ -
Total Hours	91	107	26	39	176	10	42	31	671	\$ 1,300.00
Cost	\$15,015	\$16,523	\$3,510	\$4,875	\$19,305	\$1,300	\$3,328	\$1,872		\$ 71,721.00

**EXHIBIT II****HOURLY RATES**

Rates subject to 2.95% escalation per calendar year beyond September 30, 2011, provided that the consumer price index of all workers or the equivalent for the previous year has not decreased.

Project Manager.....	\$165.00/HR
Project Engineer III.....	\$135.00/HR
Project Engineer II.....	\$125.00/HR
Project Engineer I.....	\$95.00/HR
Senior Engineer .....	\$155.00/HR
Technician III.....	\$95.00/HR
Technician II.....	\$85.00/HR
Technician I.....	\$75.00/HR
Licensed State Land Surveyor.....	\$200.00/HR
Registered Professional Land Surveyor.....	\$125.00/HR
4- Man Survey Crew .....	\$145.00/HR
3- Man Survey Crew .....	\$135.00/HR
2- Man Survey Crew .....	\$120.00/HR
Construction Manager.....	\$125.00/HR
Senior Field Construction Observer.....	\$95.00/HR
Field Construction Observer .....	\$80.00/HR
Utility Specialist .....	\$110.00/HR
Telecommunications Designer .....	\$80.00/HR
Telecommunications Fieldman.....	\$70.00/HR
GIS Manager.....	\$125.00/HR
GIS Analyst .....	\$90.00/HR
Post Processing GPS Data.....	\$92.00/HR
Right-of-Way Agent.....	\$100.00/HR
Clerical .....	\$60.00/HR
GPS .....	\$32.00/HR/Receiver

JK  
M  
2/22/2011



**SUBSURFACE UTILITY ENGINEERING**

Level C & D (Without Level B) .....	\$0.42/Foot
Level B – Designation (Without Level C & D) .....	\$1.39/Foot
Level A – Location (Non-Destructive Excavation):	
➤ Vertical Depth: 0 Ft. – 5 Ft. ....	\$1,095/Hole
5 Ft. – 8 Ft. ....	\$1,510/Hole
8 Ft. – 13 Ft. ....	\$1,780/Hole
13 Ft. – 20 Ft. ....	\$2,420/Hole
> 20 Ft. ....	\$3,450/Hole
Ground Penetrating Radar .....	To Be Negotiated
SUE Technician (With Equipment) .....	\$95/HR
Locating (With Equipment & Two (2) Technicians) .....	\$315/HR
Traffic Control Officer .....	@ Cost
Traffic Control (Lane Closures, etc.) .....	To Be Negotiated
Permits (Local, State, etc.) .....	@ Cost
Designation & Traffic Control Vehicles .....	\$3.30/Mile
Location Vehicles .....	\$6.50/Mile

**REIMBURSABLE EXPENSES**

Consultant or Specialty Contractor (Outside Firm) .....	@ Cost
Courier, Special Equipment Rental .....	@ Cost
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.) .....	@ Cost
Mileage (Standard Car or Truck) .....	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person) .....	\$35/Day
Title Plant Charges .....	@ Cost
Other Misc. Expenses Related to the Project .....	@ Cost
In-House Reproduction:	
➤ Copies (Up to 11" x 17") .....	\$0.15/Each
➤ Color Prints (Up to 11" x 17") .....	\$1.50/Each
➤ Color Prints (Larger than 11" x 17") .....	\$3.00/Sq. Ft.
➤ Bluelines (All Sizes) .....	\$1.00/Each
➤ Bond Prints (All Sizes) .....	\$2.00/Each
➤ Mylar Prints .....	\$12.00/Each
➤ Vellum Prints .....	\$9.00/Each

OK  
M  
2/22/2011

**EXHIBIT III**

**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Utility Coordinator/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 ***Utility Coordinator/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 ***Utility Coordinator/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. **Utility Coordinator/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 **Utility Coordinator/Engineer** shall not be included within the days allowed for completion.

**EXHIBIT V**

**PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for ***Utility Coordinator/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, ***Utility Coordinator/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, ***Utility Coordinator/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 ***Utility Coordinator/Engineer*** for approved services actually performed under this Agreement, less previous payments.
4. Failure by ***Utility Coordinator/Engineer*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Utility Coordinator/Engineer*** of any and all rights or claims to collect the fee that ***Utility Coordinator/Engineer*** may rightfully be entitled to for services performed under this Agreement.

Procedures for ***Utility Coordinator/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, ***Utility Coordinator/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 ***Utility Coordinator/Engineer*** unless requested by ***County***.
2. During the period of suspension, ***Utility Coordinator/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 **Utility Coordinator/Engineer** to follow upon exercise of right to terminate for substantial failure of **County** to perform:

1. In the event that **Utility Coordinator/Engineer** exercises such right to terminate, within thirty (30) days after receipt by **County** of **Utility Coordinator/Engineer's** Notice of Termination, **Utility Coordinator/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 **Utility Coordinator/Engineer** for approved services actually performed under this Agreement, less previous payments.
3. Failure by **Utility Coordinator/Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Utility Coordinator/Engineer** of any and all rights or claims to collect the fee that **Utility Coordinator/Engineer** may rightfully be entitled to for services performed under this Agreement.

**EXHIBIT VI**

**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. ***Utility Coordinator/Engineer*** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ***Utility Coordinator/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. ***Utility Coordinator/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. ***Utility Coordinator/Engineer*** will, in all solicitations or advertisements for employees placed by or on behalf of ***Utility Coordinator/Engineer***, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. ***Utility Coordinator/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 ***Utility Coordinator/Engineer's*** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. ***Utility Coordinator/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***, ***Utility Coordinator/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. ***Utility Coordinator/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 ***Utility Coordinator/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 ***Utility Coordinator/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. **Utility Coordinator/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. **Utility Coordinator/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 **Utility Coordinator/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, **Utility Coordinator/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, **Utility Coordinator/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 \$ 1,000,000.00 per occurrence and \$ 2,000,000.00 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 \$ 1,000,000.00 combine single limit in the aggregate. **Utility Coordinator/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 \$ 1,000,000.00 .
- E. In the event **Utility Coordinator/Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Utility Coordinator/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.

**Utility Coordinator/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**. **Utility Coordinator/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 **Utility Coordinator/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. **Utility Coordinator/Engineer** shall furnish **County** with a certification of coverage issued by the insurer. **Utility Coordinator/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 **Utility Coordinator/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 UTILITY COORDINATOR/ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE UTILITY COORDINATION 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.

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Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator/Engineer***), involves utility coordination management services in Williamson County, Texas, (the County) as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING AND DESIGN
6. UTILITY CONSTRUCTION MANAGEMENT AND OBSERVATION
7. RESEARCH – UTILITY DATA COLLECTION (PLANNING)
8. FIELD SURVEYING
9. RIGHT-OF-WAY (ROW) COORDINATION
10. MISCELLANEOUS

**1. UTILITY PROGRAM MANAGEMENT**

- 1.1. The ***Utility Coordinator/Engineer***, in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.
  - 1.1.1. The ***Utility Coordinator/Engineer*** will provide Utility Program Management services during any one, or combination, of the following phases of a County project: County Planning, County Design, and/or County Construction. These services will include, but

are not limited to, Road Bond Projects, Pass-Thru Projects and Unified Road System Projects.

- 1.2. Annual Utility Meeting. The **Utility Coordinator/Engineer**, in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year.
- 1.3. Utility Design Criteria Manual. The **Utility Coordinator/Engineer**, in association with the County and its Designated Representatives, will review and update the Utilities Section of the County Road Bond Program Design Criteria Manual and associated appendices on an annual basis, or as needed.
- 1.4. The **Utility Coordinator/Engineer** will meet with the County and its Designated Representatives on a quarterly basis, or as needed, to discuss the overall County Utility Program.

## 2. PROJECT MANAGEMENT AND COORDINATION

- 2.1. The **Utility Coordinator/Engineer**, in association with the County and its Designated Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The **Utility Coordinator/Engineer's** Project Manager is:

Ms. Sandee Howell, P.E.  
Cobb, Fendley & Associates, Inc.  
Telephone: 512-834-9798

- 2.2. Project Quality Assurance / Quality Control (QA/QC). The **Utility Coordinator/Engineer** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development in order to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function.
- 2.3. Utility Status Report. The **Utility Coordinator/Engineer** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:
  - 2.3.1. Project with Limits
  - 2.3.2. Roadway Design Engineer
  - 2.3.3. Roadway Design Status
  - 2.3.4. Estimated Start or Letting Date for Roadway Construction
  - 2.3.5. Utility Owners within Project
  - 2.3.6. Utility Design Status
  - 2.3.7. Utility Agreement or Permit Status
  - 2.3.8. Utility Relocation Status
- 2.4. Weekly Utility Update Meetings. The **Utility Coordinator/Engineer** will participate in weekly utility update meetings to review all assigned projects with the County or its Designated Representative. The Utility Coordinator/Engineer will review the Utility Status Report for all assigned projects during this meeting and will prepare meeting minutes with action items for the week.
- 2.5. Bi-Weekly Project Status Meetings. The **Utility Coordinator/Engineer** will participate in

bi-weekly project status meetings with the County and its Designated Representatives.

2.6. Project Documentation. The **Utility Coordinator/Engineer** will upload all project related documents including, but not limited to, utility agreements, meeting minutes, tracking reports, relocation plans, etc. in designated project folder in Project Wise, or other approved County documentation system.

3. **UTILITY ADJUSTMENT COORDINATION** activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, preparation of utility joint use agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the **Utility Coordinator/Engineer's** responsibilities, as listed in the following scope.

3.1. **Utility Coordinator/Engineer** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. **Utility Coordinator/Engineer** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The **Utility Coordinator/Engineer** will be responsible for the following:

3.2.1. Initial Project Meeting. Attend an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.

3.2.2. Project Notifications. Prepare written notification letters at each design milestone, with associated project information and files, and send to utility owners

3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.

3.2.3.2. Schedule and conduct design milestone meetings (i.e., 30%, 60%, 90%, etc.)

3.2.4. External Communications: The **Utility Coordinator/Engineer** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The **Utility Coordinator/Engineer** will also provide copies of reports, correspondence and other documentation of work-related communications between the **Utility Coordinator/Engineer**, utility owners and other outside entities when requested by the County.

3.3. The **Utility Coordinator/Engineer** shall determine which utilities will conflict with proposed Construction and make the utility company aware of these conflicts. The **Utility Coordinator/Engineer** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Utility Completion Checklist, Master Utility Adjustment Agreement, Utility Joint Use

Agreement, Affidavit, Quitclaim, Easement Documents, Field Notes for quitclaim portion of easement, Contractor Statement, Plans, Specifications, and detailed cost estimates.

3.4.1.1. The **Utility Coordinator/Engineer**, in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by "Agreement" or by "Permit". The **Utility Coordinator/Engineer** shall review and process all agreement and permit requests and forward to the County or its Designated Representative for final approval.

3.4.1.2. Utility Agreements: If a utility is located within an easement, the utility Company may have a compensable interest. The utility company must furnish a copy of their easement to the **Utility Coordinator/Engineer**. The **Utility Coordinator/Engineer** shall determine whether or not a compensable interest exists and the owner's degree of eligibility. The **Utility Coordinator/Engineer** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The **Utility Coordinator/Engineer** shall review plans to ensure that the proposed adjustments will not conflict with highway construction. The **Utility Coordinator/Engineer** will submit a copy of the easement, plans, and estimate to the County or its Designated Representative by letter recommending approval. The utility should be reimbursed all cost included within their easement limits for replacement in kind unless otherwise negotiated terms by the **Utility Coordinator/Engineer**. The **Utility Coordinator/Engineer** will work with the County and/or its Designated Representative to determine the appropriate agreement form to use for each assigned project.

3.4.1.3. Non-Reimbursable Utility Adjustments. The **Utility Coordinator/Engineer** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The utility company should submit the permit and adjustment plans to the **Utility Coordinator/Engineer** for review. The **Utility Coordinator/Engineer** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines and the TxDOT UAR, if applicable, and to ensure that the proposal will not conflict with roadway construction. The **Utility Coordinator/Engineer** will submit the permit to the County or its Designated Representative by letter recommending approval.

3.4.1.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be notified immediately. The **Utility Coordinator** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio. The County or its Designated Representative shall be notified immediately of the need for an ILA by the **Utility Coordinator/Engineer**. The **Utility Coordinator/Engineer** will assist in the preparation and coordination of the ILA, as needed.

3.5. Utility Tracking Reports. The **Utility Coordinator/Engineer** will prepare and maintain a utility tracking report for each assigned project. The tracking report will in a spreadsheet format and will be updated on a monthly basis. The utility tracking report will include the following:

- 3.5.1.1. Utility Owner and Contact Information
- 3.5.1.2. Meetings and Written Notifications
- 3.5.1.3. Agreement Information
- 3.5.1.4. Utility Billings

3.6. Utility Billings. The **Utility Coordinator/Engineer** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements. If needed, the **Utility Coordinator/Engineer** will request any missing documentation required to support the invoice from the utility. After completion of the review, the invoice with supporting documentation, recommendation for payment, partial payment form and a payment summary will be forwarded to the County or its Designated Representative for approval and payment.

4. **SUBSURFACE UTILITY ENGINEERING** including utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as follows.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the **Utility Coordinator/Engineer** will recommend required test holes. The **Utility Coordinator/Engineer** will coordinate with the appropriate Utility Owner to utilize internal work forces to perform required test holes for verification of its facilities.

If requested, the **Utility Coordinator/Engineer** will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must be approved by the County and/or its Designated Representative.

- 4.1. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
  - 4.1.1.1. Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
  - 4.1.1.2. Quality Level C - Visible Surface Feature Survey: Quality level "D" information from existing records is positively correlated with surveyed visible surface features. Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for the Project; including highway stations, limits within existing or proposed right-of-way, additional areas outside the proposed right-of-way, and distances or areas to be included down existing intersecting roadways.
  - 4.1.1.3. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for the Project; including highway stations, limits within existing or proposed right-of-way, additional areas outside the proposed right-of-way, and distances or areas to be included down existing intersecting roadways.
  - 4.1.1.4. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.
- 4.1.2. Permits and rights of entry. Obtain all necessary permits from city, county, municipality, railroad or other jurisdiction to allow the engineer to work within existing



streets, roads or private property for additional designating and/or subsurface utility locating.

4.2. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality levels C and D. The **Utility Coordinator/Engineer** shall:

4.2.1. As requested by the State compile "As Built" information from plans, plats and other location data as provided by the utility owners.

4.2.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The **Utility Coordinator/Engineer** will examine utility owner's work to ensure accuracy and completeness.

4.2.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the State. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

4.2.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the **Utility Coordinator/Engineer** and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "line sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be delivered on floppy disk or C.D., as required by the County. A hard copy is required and must be sealed and dated by the **Utility Coordinator/Engineer**. When requested by the County or its Designated Representative, the designated utility information must be overlaid on the County design plans.

4.2.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the **Utility Coordinator/Engineer** and the County and its Designated Representative to be approximate only and is not intended to be used preparing the right of way and construction plans.

4.2.6. Clearly identify all utilities that were discovered from quality levels C and D investigation, but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

4.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The **Utility Coordinator/Engineer** shall:

4.3.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

- 4.3.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy
- 4.3.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.
- 4.3.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet that has been sealed and dated by the **Utility Coordinator/Engineer**:
  - 4.3.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
  - 4.3.4.2. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.
  - 4.3.4.3. Elevation of existing grade over utility at test hole location.
  - 4.3.4.4. Horizontal location referenced to project coordinate datum.
  - 4.3.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
  - 4.3.4.6. Utility facility material(s).
  - 4.3.4.7. Utility facility condition.
  - 4.3.4.8. Pavement thickness and type.
  - 4.3.4.9. Coating/Wrapping information and condition.
  - 4.3.4.10. Unusual circumstances or field conditions.
  - 4.3.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
- 4.3.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the **Utility Coordinator/Engineer** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative, and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The **Utility Coordinator/Engineer** will not resume work until the utility facility owner has determined the corrective action to be taken. The **Utility Coordinator/Engineer** shall be liable for all costs involved in the repair or replacement of the utility facility.
  - 4.3.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The **Utility Coordinator/Engineer** shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
  - 4.3.5.2. Furnish and install a permanent above ground marker directly above center line of the utility facility.
  - 4.3.5.3. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the **Utility Coordinator/Engineer** shall return to correct the condition at no extra charge to the County.
  - 4.3.5.4. Plot utility location position information to scale and provide a comprehensive updated utility plan. This information will be provided in Microstation, Geopak or other CADD System format used by the County.

**5. UTILITY ENGINEERING AND DESIGN.** Includes the identification of utility conflicts, coordination, and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The

**Utility Coordinator/Engineer** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

5.1. Utility Layout: The **Utility Coordinator/Engineer** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The **Utility Coordinator/Engineer's** Project Manager or registered Professional Engineer (P.E.) will utilize the layout of existing utilities and make a determination of the following:

5.1.1. Facilities in conflict with the proposed project that are to be relocated.

5.1.2. Facilities to be abandoned in place.

5.1.3. Facilities to remain in service and in place.

5.1.4. The **Utility Coordinator/Engineer's** Project Manager or P.E. shall be responsible for determining if there are additional facilities, not shown in the Subsurface Utility Engineering (SUE) documents, which require relocation. The **Utility Coordinator/Engineer** shall coordinate this information with the County and/or its Designated Representative immediately upon discovery.

5.2. Conflict Assessment. The **Utility Coordinator/Engineer** will utilize the Utility Layout and prepare a summary list of utility conflicts by owner and station limits. This conflict assessment will be forwarded to the utility owners within the project limits along with the utility layout.

5.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.

5.3.2. Set agenda for all coordination meetings as directed by the County and/or Designated Representative.

5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.

5.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.

5.4. Proposed Utility Layout. The **Utility Coordinator/Engineer** will prepare a Proposed Utility Layout in the latest version of Microstation or AutoCAD, as needed, that can be overlaid on the County's or County's contracted design firm's roadway base files and determine the following:

5.4.1. Stakeholders have concurred with the various alignments.

5.4.2. Determine which utilities will be built as part of the contract.

5.4.3. Establish the sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not.

5.4.4. Determine which facilities will be relocated prior to construction

5.4.5. Facilities conflicts have been resolved.

5.5. Review of Utility's Proposed Adjustments

5.5.1. Evaluate Alternatives: The **Utility Coordinator/Engineer** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.

5.5.2. Review Estimates and Schedules: The **Utility Coordinator/Engineer** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

5.5.3. Review Plans for compliance with County Utility Design Criteria Guidelines, TxDOT Utility Accommodation Rules, if applicable, and proposed location data. The responsibility

for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

5.5.4. Review Traffic Control Plans. The **Utility Coordinator/Engineer** shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The **Utility Coordinator/Engineer** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

5.6. The **Utility Coordinator/Engineer** will coordinate, develop and/or review PS&E for all utilities included in the construction contract.

5.7. Utility Certification/Special Provisions: The **Utility Coordinator/Engineer's** Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their affects on roadway construction.

**6. UTILITY CONSTRUCTION MANAGEMENT AND OBSERVATION** including the coordination of utility construction activities, monitoring progress of utility installations, reporting, and acquiring utility as-builts.

6.1. The **Utility Coordinator/Engineer** shall schedule a Pre-Construction meeting for each utility adjustment for which they are required to perform construction management and observation duties.

The **Utility Coordinator/Engineer** will ensure the appropriate County representatives are present.

6.2. The **Utility Coordinator/Engineer** will conduct a weekly site visit to observe utility relocation progress. If the **Utility Coordinator/Engineer** observes construction not in compliance with the relocation plans, the **Utility Coordinator/Engineer** will notify the County or its Designated Representative that an inspector be assigned to the project.

6.3. The **Utility Coordinator/Engineer** will perform additional verification services at the request and authorization of the County or its Designated Representative.

6.4. Status Reports: The **Utility Coordinator/Engineer** will provide the County and/or its Designated Representative with a status report for all utility adjustments on a monthly basis.

6.5. Review Payment Request: The **Utility Coordinator/Engineer** will review all payment requests for conformance with the utility estimate and verify the work has been performed.

6.6. As-Builts. The Utility Company will be responsible for providing as-built relocation plans to the **Utility Coordinator/Engineer** upon completion. The **Utility Coordinator/Engineer** review as-builts to ensure compliance with the project and provide copy to the County and/or its Designated Representative.

6.7. The Utility Company retains all responsibility for all inspections related to compliance with Utility Codes, Industry standards, and design of the Utility Facility.

**7. RESEARCH – UTILITY DATA COLLECTION (PLANNING)**. Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation to assist with the development of the County's Road Bond and/or Unified Road System Program Budget. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research – Utility Data Collection (Planning) services include:

7.1. Initial Project Meeting. The **Utility Coordinator/Engineer** will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements

7.2. Utility Data Collection. The **Utility Coordinator/Engineer** will research records of properties and utilities within the estimated limits of the project area and:



- 7.2.1. Identify all utility service providers within the project area
- 7.2.2. Determine the existence and approximate location of utilities and easement.
- 7.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts
- 7.3. Evaluation of Utility Data. The **Utility Coordinator/Engineer** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project
  - 7.3.1. Utilities within easement (compensable interest):
    - 7.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
    - 7.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
  - 7.3.2. Utilities within existing right-of-way:
    - 7.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
    - 7.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.
- 7.4. Summary Report. The **Utility Coordinator/Engineer** will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

**8. FIELD SURVEYING.** The **Utility Coordinator/Engineer** will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project – planning, design, and/or construction. The **Utility Coordinator/Engineer** will only provide such services to the County when requested and authorized. Field surveying services include, but are not limited to:

- 8.1. Metes and Bounds Descriptions. The **Utility Coordinator/Engineer** will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives
- 8.2. Right-of-Way (ROW) Staking. The **Utility Coordinator/Engineer** will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives
- 8.3. Utility Relocation Verification. The **Utility Coordinator/Engineer** can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

**9. RIGHT-OF-WAY (ROW) COORDINATION.** The **Utility Coordinator/Engineer** will coordinate with the County or its Designated Representative in regards to right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

- 9.1. Utility easement acquisitions
- 9.2. Utility structure clearance as a result of ROW acquisition
- 9.3. ROW acquisition schedule and priorities for utility relocations
- 9.4. Preparation of exhibits to assist in ROW or easement acquisition process
- 9.5. Monthly Meetings with the County of its Designated Representative to review ROW acquisition and utility status

**10. MISCELLANEOUS**

The proposed scope of basic services is based on the following assumptions and/or qualifications:

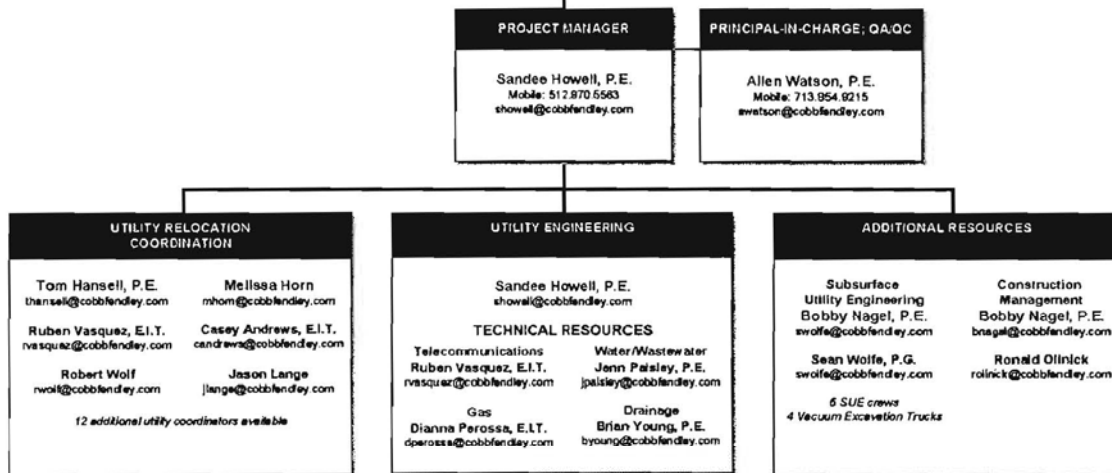
ANY ADDITIONAL SERVICES REQUIRED BEYOND THOSE SPECIFICALLY IDENTIFIED IN THIS PROPOSAL ARE BEYOND THE SCOPE OF SERVICES TO BE PROVIDED UNDER THIS PROPOSAL. ANY REQUIRED ADDITIONAL SERVICES WILL BE SEPARATELY IDENTIFIED AND NEGOTIATED AND SUCH ADDITIONAL SCOPE AND COMMENSURATE FEE WILL BE EXECUTED/AUTHORIZED UNDER A SUPPLEMENTAL AGREEMENT TO THIS PROPOSAL/CONTRACT.

**APPENDIX B****UTILITY COORDINATOR/ENGINEER'S QUALIFICATIONS STATEMENT**

505 East Huntland Drive, Suite 485 | Austin, Texas 78752  
Phone: 512.834.9798 | Fax: 512.834.9553  
www.cobbfendley.com



Serving  
Williamson County  
since 2001

**BENEFITS OF THE COBBFENDLEY TEAM**

Project team has 80+ years of cumulative utility coordination experience  
Project Manager has utility design (wet and dry) and coordination experience  
UC experience with Central Texas counties, cities, transportation agencies

Innovative solutions to utility conflicts  
Long-standing relationship with utilities statewide  
Internal resources include former employees of utility providers  
Extensive experience with permits, reimbursable utility agreements and Federal Alternate Procedures

Licensed professionals (35 P.E., 10 RPLS, 1 LSLs, 1 P.G.)  
6 survey crews  
Company owned vacuum excavation trucks

## **Sandee G. Howell, P.E.**

Project Manager; Utility Engineering

**Years of Experience** 12

### **Education**

B.S., Civil Engineering, Texas A&M University, 1993

### **Professional Licenses and Certifications**

Professional Engineer, Texas No. 93777

### **Professional Experience**

Ms. Howell has over 12 years of experience involving utility coordination, civil engineering, surveying, and construction projects. Her experience includes project management, coordination, and engineering design for both public and private utility owners, governmental agencies, and municipal entities. Her design experience in both dry and wet utilities provides a unique perspective and understanding of the utility coordination and relocation process. She has extensive knowledge of the UAR, right-of-way policies and procedures, utility agreement assemblies and their preparation, utility conflict analysis and utility corridor planning. **Ms. Howell has worked on a variety of projects and has served clients such as the Texas Department of Transportation, Williamson and Hays County, CapMetro, AT&T-Texas, AT&T-Metro, Texas Gas Service and Verizon MCI Business.**

### **Project Experience**

- **Williamson County, Utility Coordination.** Utility Engineering Task Lead for three roadway improvement projects, including SH 195 from S. of Bell County Line to IH 35, Williams Drive from FM 3405 to DB Woods, and RM 2338 from Ronald Reagan to FM 3405.
- **TxDOT, Austin District, Utility Coordination Evergreen.** Project Manager providing Utility Coordination Services for seven different TxDOT roadway projects in the Austin District, ranging in size from a bridge replacement project to a 19-mile road widening project. Services included Subsurface Utility Engineering, Utility Coordination, Utility Engineering, and Utility Construction Management and Verification. Over 25 different utilities were impacted by the proposed roadway improvement projects. Projects assigned include IH 35 at Lakeway Drive; SH 195 from Bell County line to IH 35; RM 2338 from FM 3405 to Scenic Brook; and SH 71 at Riverside.
- **IH 35 AT BI 35 North and Lakeway Drive, TxDOT Austin District.** Deputy Project Manager providing utility coordination and subsurface utility engineering services for this TxDOT project that falls within Williamson County. Six different utility companies were impacted by the proposed roadway improvements, including telecommunications, cable, electric distribution, and water. CobbFendley's tasks include researching and identifying conflicts with the proposed roadway and drainage design, preparing a Utility Corridor Conceptual Plan for the project, conducting coordination meetings with each utility owner, TxDOT, and the design team, reviewing utility agreement assemblies for each utility, providing constructability reviews for each relocation design, coordinating utility relocation schedules with the roadway construction schedule, and reimbursing utilities for relocation work.
- **Intersection Improvements, Cedar Park, Texas, Utility Engineering.** Ms. Howell provided Utility Engineering services for the intersection improvement design of FM 1431 at Lakeline Blvd. and US 183 at Cypress Creek Road. Services provided included coordination of subsurface utility engineering, preparing utility conflict list with recommendations, and coordination with roadway design firm on redesign alternatives to avoid utility relocations.



**Hays County, Utility Coordination.** Project Manager providing Subsurface Utility Engineering, Utility Coordination and Utility Engineering Services for four different roadway improvement projects within the County. Projects assigned include FM 1626 (North) from Brodie Lane to FM 967; FM 1626 (South) from FM 2770 to FM 967; RM 12 at RM 32, CR 214, and Sink Creek; and intersection improvements for SH 21 at FM 2001

**CAPMETRO Commuter Rail, Utility Coordination, Leander to Austin, Texas.** Project Manager providing Utility Coordination and Subsurface Utility Engineering Services on this 32-mile Commuter Rail project. In addition, she also prepared utility relocation plans for seven different utility companies, including telecommunications, electric, and water, to be included in the rail construction package.

- **SH 45 SE, Hays and Travis Counties, TxDOT.** Utility Design Coordinator providing utility relocation and coordination for 14 different utility companies on the SH 45 SE design-build project from IH 35 to US 183. Utilities impacted include electric distribution and transmission, cable television, telecommunications, water, and major gas pipelines. Includes researching and identifying conflicts with the proposed roadway and drainage design, preparing a Utility Corridor Conceptual Plan for the project, conducting coordination meetings with each utility owner, TxDOT, and the design team, preparing and reviewing utility agreement assemblies for each utility, providing constructability reviews for each relocation design, designing relocation plans for some utilities, coordinating utility relocation schedules with the roadway construction schedule, and reimbursing utilities for relocation work.
- **CTRMA, US 290E - 183 to Parmer Lane, Telecommunications & Gas Design, Austin.** Project Manager responsible for providing utility design and coordination services for a joint trench telecommunications duct bank, individual telecommunications trench, and gas distribution lines to be included in the roadway construction contract. Telecommunications companies included in joint trench design include ATT-Texas, Qwest, Level (3), XO Communications, Verizon Business (MCI), ATT Long Distance, Grande Communications, GAATN, Time Warner Cable, and Time Warner Telecom. Services include preparing signed/scaled telecommunication duct bank relocation plans, specifications, and estimates for all three segments of roadway design.
- **AT&T Texas, Telecommunications Design, Austin.** Project Engineer responsible for designing proposed conduit facilities around the Austin Area. Duties included preparing plan and profile drawings for the proposed facilities, preparing and submitting the City of Austin General Permit Application, participating in meetings with the permitting agency and client, and securing any required permits for construction. Key projects include US 290 West – Scenic Brook to Wolf Creek Pass, US 290 West at William Cannon, Aberdeen FTTN, Waterton Park Circle, Airport at Manor Road, Lamplight Village Drive, and IH 35 Ramp Improvements in Kyle.
- **TxDOT, IH 35 Corridor Improvements – Segments 3A-1, 3B and 5B, Telecommunications Design, Waco.** Project Manager responsible for researching and identifying conflicts between existing AT&T facilities and proposed roadway improvements and preparing relocation plans, specifications and estimates to be included as part of the highway construction project. Tasks included conflict assessment; coordination with AT&T, roadway designer and TxDOT on relocation plan; coordination of construction phase scheduling for inclusion of the AT&T relocations and splicing in the construction contract; and preparation of telecom PS&E's as part of the roadway design package.

## **Allen Watson, P.E.**

Principal-in-Charge; QA/QC

**Years of Experience** 27

### **Education**

B.S., Civil Engineering, Texas A&M University, 1983

### **Professional Licenses and Certifications**

Professional Engineer, Texas, No. 64308

TxDOT Precertification, No. 977

### **Professional Experience**

Mr. Watson has over 27 years of professional experience managing utility coordination projects, designing roadways, bridges, water supply, sanitary sewers and other municipal infrastructure projects. He has experience in preparing utility relocation agreements, relocation (conflict) studies, hydraulics, geometrics, telecom and gasline design, drainage, traffic control and signing and striping, subsurface utility engineering, as well as storm water pollution prevention plans. Mr. Watson has managed and designed over 40 major thoroughfares. He has prepared studies, preliminary engineering reports, cost estimates and final designs. On significant assignment was serving as Utility Coordination Engineer for the SH 45 Tollway project. In cooperation with the Texas Turnpike Authority (TTA), he developed utility coordination policy and procedures. Mr. Watson performed the negotiation, approval and payment of over 78 separate utility relocations. Mr. Watson developed job specific tracking and communication documents.

### **Project Experience**

- **Williamson County.** Primary utility coordination firm for Williamson County's \$350 million road bond program. Project Principal providing oversight for coordination with more than 21 utility companies throughout the project's area. The firm oversaw group and one-on-one meetings; managed conflict identification and resolution; prepared, reviewed and recommended approval of utility agreements; reviewed utility adjustment plans; prepared and approved permits; created and implemented utility reimbursement strategy and maintained complete documentation for all 42 road projects. Provided subsurface utility engineering for all projects, mapping and GIS; and utility relocation design services for telecommunication, gas and water lines.
- **SH 45 SE, Hays and Travis Counties, TxDOT.** Project Principal for relocation and coordination for 14 different utility companies on the SH 45 SE design-build project from IH 35 to US 183. Utilities impacted include electric distribution and transmission, cable television, telecommunications, water, and major gas pipelines. Includes researching and identifying conflicts with the proposed roadway and drainage design, preparing a Utility Corridor Conceptual Plan for the project, conducting coordination meetings with each utility owner, TxDOT, and the design team, preparing and reviewing utility agreement assemblies for each utility, providing constructability reviews for each relocation design, designing relocation plans for some utilities, coordinating utility relocation schedules with the roadway construction schedule, and reimbursing utilities for relocation work.
- **TTA – SH 45, Loop 1 and US183.** Worked directly with TTA to negotiate, coordinate and relocate of over \$80,000,000.00 of utilities along these corridors. This work included relocation of utilities at the SH 45/IH 35, SH 45/ US 183 and SH 45/ Loop 1 interchanges. These third and fourth level interchanges included ten (10) direct connectors and several at-grade connectors. FHWA and TxDOT UAP procedures were utilized on this project.

- **SH 121T-Southwest Parkway, Fort Worth.** Researched utility conflicts for both private and public utilities. Prepared list of utilities. Overlaid utilities on schematic to determine utilities requiring relocation or in potential conflict with the alignment. Estimated relocation cost and notified each utility.
- **IH 10 Corridor Utility Coordination.** Primary consultant managing five subconsultants providing utility relocation and coordination for the IH 10 corridor road widening. Includes researching and identifying conflicts, designing new conduit/manhole systems for replacement for all copper and fiber optic cables to eliminate conflicts with proposed roadway improvements. Provided constructibility review for the subconsultant's plans and estimates. Provided route planning and lightspan technology upgrades for five central offices along the roadway corridor.
- **AT&T.** Designed over 200 miles of conduit and cable projects (outside plant –OSP) specifically for TxDOT and public agency transportation projects. Services included conflict investigations, SUE, utility design and ultimately agreements for compensatory and non-compensatory projects.
- **Westpark Toll Road.** Utility coordination services for the construction of new toll road from IH 610 to FM 1464, approximately 16 miles. Provided design services for relocation of WorldCom and SBC facilities. Provided utility coordination services for relocation of Reliant Energy Entex, HL&P AT&T, and other utilities within the toll road's right-of-way.

**Texas Department of Transportation.** Designated and located utilities for over 25 subsurface utility engineering projects including SH 21 and FM 158 in Bryan, IH 45 and FM 2920 in Houston, Loop 1604 in San Antonio, SH 45 in Austin, US 20 in Laredo and US 79 in Rockdale.

**Lyons Avenue Pavement Reconstruction from U.S. 59 to Waco for TxDOT.** Preparation of plans, specifications and cost estimates for pavement reconstruction with bike path including replacement of water main, storm sewer and sanitary sewer.

**Congress Avenue Pavement Reconstruction from Oltorf to SH 71 for TxDOT.** Designed and managed utility relocation for AT&T. The conflict investigation and conflict resolution saved the utility company more than \$4M in relocation costs and allowed TxDOT to complete the project on schedule. The project's success required outstanding cooperation and innovative resolution techniques by both parties. The relocations were completed in accordance with TxDOT's Utility Accommodation Policy, Utility Manual and City of Austin utility ordinances.

**Fannin Street, Binz to McGregor.** Construction manager for 1.6-mile concrete boulevard street. Supervised inspectors and materials testing laboratory. Roadway appurtenances included traffic signals, striping, drainage and outfall structures, two pre-cast concrete bridges, channel improvements, water line and sanitary. Special traffic control to maintain uninterrupted passenger and rapid transit vehicles.

## **Thomas P. Hansell, P.E., RPLS**

Utility Relocation Coordination

**Years of Experience** 39

### **Education**

B.S., Civil Engineering, University of Texas, 1971

### **Professional Registration**

Professional Engineer, Texas, No. 40624

Registered Professional Land Surveyor, Texas, No.3284

### **Professional Experience**

Mr. Hansell has more than 39 years experience in transportation and public works engineering, including four years with the Texas Department of Transportation and 25 years with the City of Austin. He worked in a number of divisions of the Austin Public Works Department including Architecture and Engineering Services, Construction Inspection, Design, and Land Development Services. Mr. Hansell has spent the last 8 years with providing utility coordination and design for various agencies which include the Texas Department of Transportation, Williamson County, Capitol Metro and the Texas Turnpike Authority.

### **Project Experience**

- **Williamson County Road Bond Program, Williamson County, Texas.** Utility Coordination Specialist for \$350 million county road bond program with 42 road projects. Mr. Hansell coordinated with more than 21 utility companies throughout project areas. Managed conflict identification and resolution. Reviewed and recommended approval of utility agreements. Review utility adjustment plans. Prepare and approve permits. Utility relocation design services for telecommunication, gas and water.
- **TxDOT, Austin District, Utility Coordination Evergreen.** Deputy Project Manager providing Utility Coordination Services for several TxDOT roadway projects in the Austin District. These services included Subsurface Utility Engineering, Utility Coordination, and Utility Construction Management and Verification. Tasks include researching and identifying conflicts with the proposed roadway and drainage design, preparing a Utility Corridor Conceptual Plan for the project, conducting coordination meetings with each utility owner, TxDOT, and the design team, reviewing utility agreement assemblies for each utility, providing constructability reviews for each relocation design, coordinating utility relocation schedules with the roadway construction schedule, and reimbursing utilities for relocation work. Utilities impacted by the proposed roadway improvements included electric distribution and transmission, cable television, telecommunications, water and wastewater, and gas distribution and transmission. Projects assigned included:
  - SH 195 - South of Bell County Line to IH 35 – 17.3 miles total project length
  - FM 1460 – 3 miles North of US 79 to US 79 – 3.0 miles total project length
  - RM 2338 – from West of FM 3406 to Cedar Breaks Road – 3.6 miles total project length
  - IH 35 at BI 35 North and Lakeway Drive – 0.1 miles total project length
- **CAPMETRO Commuter Rail, Leander to Austin, Texas.** Mr. Hansell was Utility Project Manager on the CMTA commuter rail project which involved 32 miles of rail with 9 stations. Duties include identifying and meeting with utilities, researching and identifying conflicts, preparing Utility Conflict list and meeting with utilities to coordinate the design and relocation of their facilities. Assisted with the design of joint trench telecommunications duct bank on 4<sup>th</sup> Street for AT&T, Time Warner and MCI.



- **SH 45 SE, Hays and Travis Counties, TxDOT.** Utility Project Manager providing utility relocation and coordination for 14 different utility companies on the SH 45 SE design-build project from IH 35 to US 183. Utilities impacted include electric distribution and transmission, cable television, telecommunications, water, and major gas pipelines. Includes researching and identifying conflicts with the proposed roadway and drainage design, preparing a Utility Corridor Conceptual Plan for the project, conducting coordination meetings with each utility owner, TxDOT, and the design team, preparing and reviewing utility agreement assemblies for each utility, providing constructability reviews for each relocation design, designing relocation plans for some utilities, coordinating utility relocation schedules with the roadway construction schedule, and reimbursing utilities for relocation work. Relocation design included joint trenches for AT&T, Broadwing, Charter, Qwest, Time Warner Cable and Verizon.
- **SH 45 and Loop 1, Austin, Texas, Texas Turnpike Authority.** Utility Coordination Specialist for 17.5-mile, \$40 million toll road project. Mr. Hansell worked directly with private utilities to negotiate, coordinate and relocate over \$40 million of utilities along three corridors. Tasks included design of 375,000 linear feet of utility structures, review and approval of each utility agreement, and relocation design. Mr. Hansell worked to maintain the agency's utility maps, reports and cost data, and reimbursed utilities for relocation work.
- **US 183 Water, Wastewater and Gas Relocations, from Hunter's Chase to Lake Stop Blvd, City of Austin.** Field Engineer responsible for the relocation of 4,200 LF of 12" wastewater line, 28,000 LF of 6" to 24" water line, and 6" gas line. Provided technical support for the inspectors, met with contractors and developers to resolve problems, review construction plans for design, utility and compliance problems, attend pre-construction meetings, participate in punch list walk through, and reviewed test reports.
- **Howard Lane, Segment 2 Improvements from McCallen Pass to Harris Glen Boulevard, City of Austin.** Field Engineer responsible for overseeing the widening of this roadway to a 4-lane divided roadway including the construction of regional detention pond, drainage, 470 LF of 6" to 18" water lines and 1,670 LF of 8" to 36" wastewater lines. Provided technical support for the inspectors, met with contractors and developers to resolve problems, review construction plans for design, utility and compliance problems, attend pre-construction meetings, reviewed test reports, and participated in punch list walk-through.
- **Balcones Lift Station Relief Main Phase III B from Anderson Mill Road to Hunters Chase, City of Austin.** Field Engineer responsible for the construction of 5,280 LF of 6" to 24" wastewater line. North, Provided technical support for the inspectors, met with contractors and developers to resolve problems, review construction plans for design, utility and compliance problems, attend pre-construction meetings, reviewed test reports, participated in punch list walk through, and approve and signing of Final Acceptance Letters.

## Melissa Horn

### Utility Relocation Coordination

**Years of Experience** 15

#### Education

33 Credit Hours, Austin Community College, Austin, Texas

#### Professional Experience

Ms. Horn has over 15 years of experience involving utility coordination and construction projects. Her experience with the Texas Attorney General's Office, Texas Department of Transportation (TxDOT) and in the private sector provides a unique perspective and understanding of the utility coordination and relocation process. While with TxDOT, Ms. Horn developed training courses to provide direct assistance and training to utility agents, utility companies and consultants. Training courses and workshops focused on Utility Assembly, Utility Manual Updates, Payments and the "Fastest Ways to Agreement Approval". She has extensive knowledge of the UAR, right-of-way policies and procedures, utility agreement assemblies and their preparation, utility conflict analysis and utility corridor planning. **Ms. Horn has worked on a variety of projects and has served clients such as the Texas Department of Transportation, Williamson and Hays County.**

#### Project Experience

- **Williamson County, Utility Coordination.** Utility Coordinator responsible for utility relocation plans on two different County roadway projects in Taylor, Texas. Over eleven utilities were impacted by the proposed roadway improvement projects. Project assigned include BS 79 (Drainage Improvement): From West Loop 397 to US 95; BS 79 (Roadway): From US 79 West of Taylor to US 95.
- **TxDOT, Austin District, Utility Coordination.** Utility Coordination Task Leader coordinating Reimbursable and Non Reimbursable utility relocations for ten different TxDOT roadway projects in the Austin District. Over 64 different utilities were impacted by the proposed roadway improvement projects. Project assigned include Loop 360 @ Westlake Drive; RM 2769: From RM 620, West 0.70 MI to Proposed Anderson Mill Road; RM 2222: From 1222' West of Loop 360 to 1063' East of Lakewood Drive; FM 2304: From Ravenscroft Drive to FM 1626; FM 535 @ Piney Creek and Cedar Creek; IH 35: From FM 620 to McNeil Road; IH 35: From FM 2001 to FM 1626; SH 71: From Upland Ridge Drive to Southwest Parkway; SH 21 @ SW Draw and NE Draw; SH 71 W: From 0.3 MI East of RO Drive to Bee Creek Road.
- **Hays County, Utility Coordination.** Utility Coordinator responsible for coordinating Reimbursable and Non Reimbursable utility relocation for three different County roadway projects. Over twenty-one utilities were impacted by the proposed roadway improvement projects. Project assigned include IH 35: From FM 2001 to FM 1626; FM 1626: From FM 2770 to FM 967; FM 1626: From FM 967 to Brodie Lane.
- **TxDOT, Waco District, Utility Coordination Evergreen.** Utility Coordination Task Leader coordinating Reimbursable and Non Reimbursable utility relocations for nine different TxDOT roadway projects in the Waco District. Over 26 different utilities were impacted by the proposed roadway improvement projects. Project assigned include Loop 363: From 57<sup>th</sup> Street to 5<sup>th</sup> Street; IH 35: From Williamson County Line to FM 2843; IH 35: From FM 2063 to Loop 340 / SH 6; SH 31: From SH 31 and US 84 WYE to Hill County Line; SH 195: From 1-mile south of FM 2484 to Bell/Williamson County line; SH 6: From SH 7 to 0.738-mile south of SH 7; SH 164: From Limestone County line to 0.114 mile north of FM 3529; FM 712: From BS 6 to Brazos River; IH 35 at Loop 340 / SH 6.
- **TxDOT, Bryan District, Utility Coordination Evergreen.** Utility Coordination Task Leader coordinating Reimbursable and Non Reimbursable utility relocations for two different TxDOT roadway projects in the Bryan District. Over 23 different utilities were impacted by the proposed roadway improvement projects. Project assigned include SH 6: From FM 1644 in Calvert to US 79 Interchange; FM 1179: From Kent Street to SH 6.

- **TxDOT, Fort Worth District, Utility Coordination Evergreen.** Utility Coordination Task Leader #2 coordinating Reimbursable and Non Reimbursable utility relocations for four different TxDOT roadway projects in the Fort Worth District. Over 36 different utilities were impacted by the proposed roadway improvement projects. Project assigned include US 380: From Denton County Line to FM 51; SH360 at SH 180; FM 3029: From SH 26 to SH 121; SH 360 at SH 180 Interchange.
- **TxDOT, Dallas District, Utility Coordination Evergreen.** Utility Coordination Task Leader #2 coordinating Reimbursable and Non Reimbursable utility relocations for three different TxDOT roadway projects in the Dallas District. Over 23 different utilities were impacted by the proposed roadway improvement projects. Project assigned include IH 30: From south of Hill Street to north of Carrier Parkway; SH 161: From West Fork of Trinity River to Rock Island Road; SH 161: From North of IH 30 to North of Conflans Road
- **TxDOT, Corpus Christi District, Utility Coordination Evergreen.** Utility Coordination Task Leader coordinating Reimbursable and Non Reimbursable utility relocations a TxDOT roadway project in the Corpus Christi District. Over 10 different utilities were impacted by the proposed roadway improvement project. Project assigned include SH 188: From IH 37 to FM 630.

## **Robert G. Nagel, P.E.**

Subsurface Utility Engineering; Construction Management

**Years of Experience** 27

### **Education**

B.S., Civil Engineering, Texas A&M University, 1983

### **Professional Licenses and Certifications**

Professional Engineer, Texas, No. 65432

TxDOT Precertification, No. 10111

### **Professional Experience**

Mr. Nagel has over 27 years of combined experience in subsurface utility engineering (SUE), civil engineering and construction management. He has completed projects throughout the State for TxDOT, municipalities and private utilities. His SUE expertise coupled with construction management and design experience on more than \$450 million in projects gives him a unique understanding of the value of SUE and how and when to use it.

### **Project Experience**

#### **Subsurface Utility Engineering**

- **Intersection Improvements, Cedar Park, Texas.** Mr. Nagel provided SUE services for the intersection improvement design of FM 1431 at Lakeline Blvd. and US 183 at Cypress Creek Road. Services provided included SUE Quality Levels A, B, C and D.
- **SH 45, Austin, Texas Turnpike Authority.** Mr. Nagel was responsible for the designation of approximately 60,000 LF of utility lines (Quality Level B) and 65 test holes (Quality Level A). Utility coordination was also provided. Information from SUE investigation used for PS&E for construction of new turnpike.
- **SH 45 SE, Hays and Travis Counties, TxDOT Austin.** Mr. Nagel was responsible for performing SUE services on 7 miles of SH 45 SE. Project included Quality Levels D, C, B and A. SUE used in preparation of design of roadway and relocation of utilities.
- **TxDOT Austin District, Utility Coordination Evergreen.** Mr. Nagel performed SUE as part of the Utility Coordination services provided by CobbFendley for the following TxDOT roadway projects in the Austin District. Utilities impacted by the proposed roadway improvements included electric distribution and transmission, cable television, telecommunications, water and wastewater, and gas distribution and transmission.
  - **SH 195, South of Bell County Line to IH 35, TxDOT Austin.** Mr. Nagel performed utility records research of 46,000 linear feet (Quality Levels D and C), designation of approximately 1,000 linear feet of utility lines (Quality Level B), and 15 test holes (Quality Level A).
  - **IH 35 at BI 35 N and Lakeway Drive, TxDOT Austin.** Mr. Nagel performed utility records research of 16,000 LF (Quality Level D and C), designation (Quality Level B) of approximately 4,000 LF of utility lines, and 19 test holes (Quality Level A). Information from SUE investigation used for plans, specifications and estimates for roadway construction.
  - **RM 2338 from West of FM 3406 to Cedar Breaks Road, TxDOT Austin District.** Mr. Nagel performed utility records research of 25,000 LF (Quality Level D and C), designation (Quality Level B) of approximately 20,000 LF of utility lines, and 27 test holes (Quality Level A).
- **Rio Grande Street, City of Austin.** Provided SUE services for 14 test holes (Quality Level A) in connection with street reconstruction.



**Loyola Road, City of Austin.** Managed project that included Quality Levels D, C, B and A on utilities. Information from SUE investigation used for PS&E for roadway improvements.

**Nueces Street, City of Austin.** Managed SUE project that included 20 test holes (Quality Level A).

**East 51<sup>st</sup> Street, City of Austin.** Managed SUE project that included 3 test holes (Quality Level A), CADD services and utility coordination.

**South First Street, City of Austin.** Managed subsurface utility engineering project that included 3 test holes (Quality Level A).

**Upper Tannehill Wastewater Improvements, City of Austin.** Managed SUE project that included 23 test holes (Quality Level A) and 800 LF of designation.

- **East Stassney Lane, IH 35 to Nichols Crossing, City of Austin.** Provided SUE services for 50 tests holes (Quality Level A) in connection with installation of communications conduit.

- **Pleasant Valley Road, City of Austin.** Managed project that included designation (Quality Level B) on approximately 2,000 LF of utility lines and 6 test holes (Quality Level A). Information from SUE investigation used for advance planning of channel depth.

### **Construction Management**

- **Cook Road.** Project Manager for CM&I services for the reconstruction of 9,000 linear feet of two-lane asphalt roadway to a 48-foot wide concrete boulevard roadway. The project included installation of storm sewers ranging from 24-inch RCP to 8 x 5 box storm sewer, installation of 6-inch to 16-inch water lines and installation of 24-inch sanitary sewer. For this project CobbFendley used CPIMS for project tracking. Project Cost: \$10 million

- **Bellaire Boulevard & Fondren Road Intersection Improvements.** Project Manager for CM&I services for the reconstruction and enhancement of a major intersection including construction of 1,200 linear feet of 60-inch RCP storm sewer trunkline. The project included a 48-inch RCP storm sewer and special 8' x 8' x 10' junction box. The intersection was upgraded from 8-inch to 10-inch concrete pavement with brick pavers. Traffic signal upgrades include ornamental poles and fixtures with a TIRZ theme. The project involved oversight of a multiple phase traffic control plan at a high-volume ADT intersection. Project Cost \$3.7 million

- **McCue from Westheimer to Guilford Court.** Project Manager for CM&I services for the reconstruction of 1500 linear feet of 40-foot wide concrete roadway within a 60-foot right-of-way. The project included replacement of the existing 24-inch RCP with 4 x 3 and 4 x 2 box storm sewer, replacement of an existing 8-inch water line with a 12-inch water line and replacement of an existing 8-inch sanitary sewer line with a 12-inch sanitary sewer line. The project also included construction of landscaping, brick pavers, and sidewalks/wheelchair ramps to conform to ADA requirements. Project Cost: \$2 million

**San Felipe from Sage to IH 610.** Project Manager for CM&I services for the reconstruction of a 5-lane concrete boulevard section to 6-lane concrete boulevard section. The project included installation of a 7 x 7 box storm sewer and 66-inch storm sewer. The project also included installation of 36-inch, 12-inch and 8-inch water lines, 12-inch sanitary sewer line and traffic signal modifications. Project Cost: \$15 million