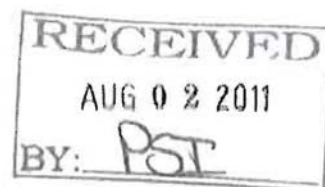


Contract No. CR 351 Bridge @ Donahoe Creek
Brown & Gray Engineers Checklist



Prior to Initiation of Work

- ☒ Signed and Executed Agreement
- ☒ Scope of Services – Appendix A
 - ☐ Exhibit A – Services to be provided by County
 - ☐ Exhibit B – Services to be provided by Engineer
 - ☐ Exhibit C – Work Schedule
 - ☐ Exhibit D – Fee Schedule
- ☒ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Engineer – Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☒ Data to be provided to Engineer by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other:
- ☒ Contractors Qualification Statement – Appendix B
- ☒ Insurance *pre-qualified / 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 Engineering Work Product submittal
- ☐ "Completed" Engineering Work Product
- ☐ "Accepted" Engineering Work Product
- ☐ Modifications and/or Changes for Approval of Engineering Work Product
- ☐ "Approved" Engineering Work Product
- ☐ Revisions to Work Product
- ☐ Seal of Endorsement on all Engineering Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

Notices (as applicable)

Contract No. _____

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

Documentation for Payment

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

not file

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION:</u>	<u>TITLE:</u>	<u>PAGE</u>
I.	<i>Employment of the Engineer</i>	1
II.	<i>Basic Services of the Engineer</i>	1
III.	<i>Fee Schedule</i>	3
IV.	<i>Period of Service</i>	3
V.	<i>Coordination with the County</i>	4
VI.	<i>Review of Work Product</i>	5
VII.	<i>Revision to Work Product</i>	6
VIII.	<i>Engineer's Responsibility and Liability</i>	6
IX.	<i>Ownership of Documents</i>	8
X.	<i>Maintenance of and Right of Access to Records</i>	8
XI.	<i>Miscellaneous:</i>	
A.	Severability	9
B.	Venue and Governing Law	9
C.	Equal Opportunity in Employment	9
D.	Certificate of Engineer	9
E.	Notice	10
F.	Insurance Requirements	11
G.	Property Taxes	11
H.	Successors and Assigns	11
I.	Bidding Exemption	11
J.	Taxpayer Identification	11
K.	Compliance with Laws	11
L.	Reports of Accidents	11
M.	Definition of Engineer	12
N.	Gender, Number and Headings	12
O.	Incorporation of Exhibits & Attachments	12
P.	Entity Status	12
Q.	Construction	12
R.	Independent Contractor Relationship	12
S.	No Waiver of Immunities	12
T.	Interest and Late Payments	12
U.	Texas Public Information Act	13
V.	Acknowledgement	13
W.	Governing Terms and conditions	13
X.	Entire Agreement	13
	Signature Page	14

Contract No. _____

TABLE OF CONTENTS (cont'd)

EXHIBIT I	<i>Compensation for Professional Services</i>	15	
	<i>Attachment A – Work Authorization</i>		17
EXHIBIT II	<i>Hourly Rates</i>	19	
EXHIBIT III	<i>Compensation for Additional Professional Services</i>	20	
EXHIBIT IV	<i>Production Schedule</i>	21	
EXHIBIT V	<i>Procedures for Termination or Suspension</i>	22	
EXHIBIT VI	<i>Equal Opportunity in Employment</i>	24	
EXHIBIT VII	<i>Insurance Requirements</i>	26	
APPENDIX A	<i>Scope of Services</i>	27	
APPENDIX B	<i>Engineer's Qualification Statement</i>	28	

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 Brown & Gay Engineers, Inc. (the "Engineer").

WHEREAS, *County* proposes to construct a replacement bridge at the CR 351 crossing of Donahoe Creek;

WHEREAS, *County* desires to obtain professional services for the design and associated services for the replacement of the CR 351 bridge at Donahoe Creek (the "Project");

WHEREAS, *Engineer* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, *County* and *Engineer* agree to the performance of the professional services by *Engineer* and the payment for these services by *County* as set forth herein.

Section I
Employment of the Engineer

County agrees to employ *Engineer* and *Engineer* agrees to perform professional engineering services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (*individually or collectively the "County Judge"*). The *County Judge* shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Engineer

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Judge*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.
- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit

- I.
- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
 1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III

Fee schedule

- A. For and in consideration of the performance by *Engineer* of the work described in the Scope of Services, *County* shall pay and *Engineer* shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by *Engineer* on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services *Engineer* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Engineer's* services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on *Engineer*.

Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 540 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services. ✓
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Engineer* may terminate this Agreement in writing

and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV. ✓
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Engineer** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the **County Judge** in substantially the form of Attachment A to Exhibit I.

- C. *Engineer* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. *Engineer* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Engineer's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Engineer* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County Judge*.

Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Engineer shall make without expense to *County* such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of *County*, but after the approval of the work product any revisions, additions, or other modifications made at *County's* request which involve extra services and expenses to *Engineer* shall entitle *Engineer* to additional compensation for such extra services and expenses, provided however, that *Engineer* agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the *Engineer's* development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by *Engineer* to revise the plans in order to make the *Project* constructible, *Engineer* shall do so without additional compensation. In the event of any dispute over the classification of *Engineer's* services as Basic or Additional Services under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.

- D. **ENGINEER** SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS **COUNTY**, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF **ENGINEER** OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, **ENGINEER** SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent, or

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes,

graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Engineer* are the property of *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County Judge*, shall be delivered to *County* in an organized fashion with *Engineer* retaining a copy.

- B. Any reuse by *Engineer* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Engineer's* sole risk and without liability or legal exposure to *County*. Should *Engineer* be terminated, *Engineer* shall not be liable for *County's* use of partially completed designs, plans, or specifications on this *Project* or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by *Engineer*, or Surveyor, as applicable, as specified by professional standards.
- C. *Engineer* will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and *County's* respective engineers and contractors, without the specific written consent of *Engineer*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Engineer* reasonable advance notice of intended audits.
- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.

- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI **Miscellaneous**

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer's** firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for **Engineer**) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all

applicable state and federal, criminal and civil laws.

- E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ENGINEER: Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330
Austin, TX 78731
Attn: Wesley E. Jasek, PE

COUNTY: Williamson County Judge
Dan 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: Williamson County Director of Infrastructure
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Attn: Robert B. Daigh, P.E.

and to: _____

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to

property located in Williamson County at the time of invoicing, **Engineer** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, **County** shall not have an affirmative duty to determine if **Engineer** is delinquent in the payment of property taxes.

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

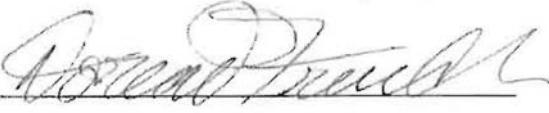
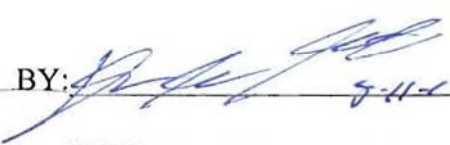
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that **Engineer** is a corporation registered with the Texas Board of Professional Engineers (No. 1046), duly authorized to transact and do business in the State of Texas. ✓
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** **County's** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County's** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or

revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. **Acknowledgement.** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Engineer** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Engineer**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this _____ day of _____, 2011.

THE ENGINEER: Brown & Gay Engineers, Inc. WILLIAMSON COUNTY:

BY:  BY:  8-11-11

Printed Name: Dorian French, PE, RPLS, DWRE
Title: Vice President

Williamson County Judge

Reviewed as to Form By:

Legal Advisor to the Williamson
County Commissioners Court

Funds Verified By:

County Contracts
Management Auditor

OK
my 8/2/2011

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 \$211,814.40. ✓
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 - WORK AUTHORIZATIONS

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

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

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$300,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*. ✓

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

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

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 Brown & Gay Engineers, Inc. (the "*Engineer*").

Part 1. The *Engineer* will provide the following engineering services: the design and associated services required to develop the plans, specifications and estimate (PS&E) for the replacement of one bridge on CR 351 at Donahoe Creek as described in Exhibit B.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$211,814.40.

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

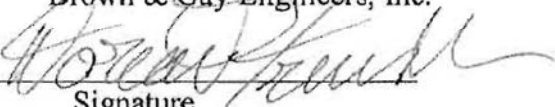
Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on September 1, 2012, unless extended by a Supplemental Work Authorization. ✓

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

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

EXECUTED this ____ day of _____, 2011.

ENGINEER:
Brown & Gay Engineers, Inc.

By: 

Signature

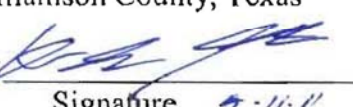
Dorian French, PE, RPLS, DWRE

Printed Name

Vice President

Title

COUNTY:
Williamson County, Texas

By: 

Signature 9-11-11

Printed Name

County Judge

Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II
HOURLY RATES

Brown & Gay Engineers, Inc.

1. Senior Project Manager.....\$188.00
2. Senior Engineer.....\$174.00
3. Project Engineer.....\$138.00
4. Engineer-in-Training.....\$ 95.00
5. Senior Design Technician.....\$ 98.00
6. CADD Technician.....\$ 87.00
7. Secretary/Clerical.....\$ 69.00

OK
M 8/2/2011

EXHIBIT II

HOURLY RATES

Inland Geodetics, LP

1. Project Manager.....\$126.00
2. RPLS.....\$120.00
3. CADD Technician.....\$ 85.00
4. GPS Technician.....\$ 85.00
5. Secretary/Clerical.....\$ 45.00
6. 2-Man Crew.....\$125.00
7. 3-Man Crew.....\$150.00

Equipment

8. GPS Receiver.....\$ 15.00/unit/hr

EXHIBIT II**HOURLY RATES**

Kleinfelder, Inc.

**FEE SCHEDULE FOR GEOTECHNICAL FIELD,
LABORATORY AND ENGINEERING SERVICES**

DESCRIPTION	UNIT	FEE
<u>Field Services (Subcontractor)</u>		
Drill Rig Mob (Truck)	miles	\$3.00
Drill/Sampling 25-50' (soil)	feet	\$10.00
NX Sz Drill, Soft Rock	feet	\$17.00
TxDOT Cone	each	\$15.00
Traffic Control	each	\$600.00
<u>Laboratory Services</u>		
Atterberg Limits	each	\$85.00
Gradation, Wet -#200	each	\$55.00
Minus 200 Only	each	\$36.00
Moist Determination/Unit Weight	each	\$40.00
Moisture Determination Only	each	\$8.00
Sulfate -Chloride Tests	each	\$58.00
Unconfined Compression	each	\$36.00
<u>Other Field Exploration Costs</u>		
Tech Travel	hours	\$65.00
Geologist Travel	hours	\$65.00
Technician Staking, OneCall	hours	\$65.00
Geologist Logging	hours	\$65.00
<u>Professional Services</u>		
Administrative I	hrs.	\$55.00
Draftsperson	hrs.	\$60.00
Principal	hrs.	\$165.00
Principal Professional	hrs.	\$165.00
Senior Professional	hrs.	\$145.00

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Engineer* for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *Engineer* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *County Judge*.
4. In the event of any dispute over the classification of *Engineer's* services as either basic or additional services, the decision of the *County Judge* shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Engineer* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, *Engineer* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Engineer* unless requested by *County*.
2. During the period of suspension, *Engineer* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for *Engineer* to follow upon exercise of right to terminate for substantial failure of *County* to perform:

1. In the event that *Engineer* exercises such right to terminate, within thirty (30) days after receipt by *County* of *Engineer's* Notice of Termination, *Engineer* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. *Engineer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. *Engineer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. *Engineer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- B. *Engineer* will, in all solicitations or advertisements for employees placed by or on behalf of *Engineer*, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- C. *Engineer* will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of *Engineer's* obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. *Engineer* will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the *Project*, *Engineer* shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the *County* and TxDOT pertaining to such Disadvantaged Business Enterprise Program.

- E. *Engineer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. In the event of *Engineer's* non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and *Engineer* may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. *Engineer* will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. *Engineer* will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event *Engineer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by *County* or Federal Agency, *Engineer* may request *County* and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS

During the life of this Agreement, *Engineer* agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 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 per occurrence and \$1,000,000.00 in the aggregate. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim, \$4,000,000.00 maximum.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by *County*. *Engineer* shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by *County* shall not relieve or decrease the liability of *Engineer* hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. *Engineer* shall furnish *County* with a certification of coverage issued by the insurer. *Engineer* shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the *Engineer*, that no provision of this Professional Services Agreement shall be construed to require the *County* or the *County Judge* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

The *Engineer* will provide the engineering and associated services, more specifically described in Exhibit B, required to design and develop an approved set of construction plans, specifications and estimate (PS&E) for the replacement of one bridge on CR 351 at Donahoe Creek. Associated services will include all field surveying, geotechnical investigations and engineering, deed research and parcel plat descriptions, and engineering assistance during the construction phase.

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

EXHIBIT A

SERVICES TO BE PROVIDED BY THE COUNTY

- Data for the project that County has available (i.e. environmental documents, correspondence, materials/previously conducted studies regarding proposed improvements, etc.)
- Available bridge inspection records.
- Copies of Right of Entry Agreements previously acquired by the County.
- Current electronic files and ASCI points listing of recent project survey.
- Electronic file for current FEMA hydraulic model for Donahoe Creek in the vicinity of the project through Williamson County and into Bell County.
- Example estimate, general notes master file, sample specification list, and related hard copy documentation for the Engineer's use in preparing preliminary estimate, general notes, and specifications.
- Diskette with files containing templates for the title sheet, plan profile sheet, design cross section sheets, and any other detail and/or standard sheets recommended for use on the project that are not available on TxDOT's website.
- Available traffic counts and traffic projections for use in the development of the project.
- Available existing right-of-way maps for the project.
- Available as-built plans from utility companies existing within the project limits.
- Utility conflict analysis and coordination to obtain required agreements and/or relocations.
- Assist the Engineer, as necessary, in obtaining any required data and information from local, regional, state and federal agencies.
- Submittal of preliminary bridge layouts, bridge hydraulic sheets, scour studies, and Hydraulic Report to the TxDOT Bridge Division for approval.
- Submittal of all exhibits required to develop environmental documents to TxDOT for approval.
- Access to TxDOT's DCIS for placement of engineer's seal on completed PS&E.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The services designated herein as "Services provided by the Engineer" shall include the performance of all engineering services for the following described facility:

CR 351 at Donahoe Creek (# AA02-90-002), Williamson County, CSJ: 0914-05-172

GENERAL

The work to be performed by the Engineer under this contract consists of providing engineering services required for the design and preparation of the plans, specifications and estimate (PS&E) for the replacement of one bridge at the above described location. The plan set will contain all of the required grading, paving, drainage, signing, striping, delineation, stormwater pollution prevention plan, sequence of construction, traffic control plan, bridge layout and associated details, and standard drawings necessary for construction of the above mentioned bridge.

In addition to the hardcopy submittals, the Engineer will upload a pdf of each submittal to the Williamson County Projectwise site. When design is complete, or as requested, the Engineer will upload all native electronic design files to the Williamson County Projectwise site.

The Engineer will perform all work and prepare all deliverables in accordance with the applicable/current requirements of TxDOT's specifications, standards, and manuals. Whenever possible, TxDOT standard drawings, standard specifications or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be prepared in TxDOT format and, to the extent possible, incorporate references to approved TxDOT test procedures.

The Engineer shall perform quality control and assurance (QA/QC) on all deliverables associated with this project.

The Engineer will provide traffic control in accordance with Texas MUTCD when performing onsite activities associated with this contract.

FUNCTION CODE 110 - ROUTE AND DESIGN STUDIES

10.1 Data Collection

- 10.1.1 Obtain and review existing data from the County and TxDOT as detailed in Exhibit A. Perform field reconnaissance of bridge site.
- 10.1.2 Schedule and attend an informal design review meeting with TxDOT at the 30% completion phase. Submit completed Design Summary Report (DSR) along with typical sections, at least two weeks prior to the meeting. The Engineer shall provide someone to take notes during the meeting. Revise the DSR per 30% design review meeting comments and submit to HNTB for subsequent submittal to TxDOT.
- 10.1.3 Prepare a preliminary construction cost estimate for discussion at the 30% design review meeting.
- 10.1.4 Prepare Road Closure Letters for approval from appropriate County, City, school district, and emergency officials.

10.2 Geotechnical Evaluation (*Kleinfelder, Inc.*)

- 10.2.1 Obtain and review existing and available geotechnical and geologic information. Perform field reconnaissance of bridge site. Attend coordination meeting.
- 10.2.2 Perform three borings, one on each abutment of the existing bridge location and one along the stream bank immediately downstream (north) of the existing bridge. Bridge borings will be taken to an estimated depth of fifty-five feet. The stream bank boring will be taken to an estimated depth of 20 feet.
- 10.2.3 Obtain Texas Cone Penetration (TCP) blowcounts every five vertical feet for the two bridge borings. Provide continuous sampling in the upper ten feet of the shallow stream bank bore and at every five feet for the remainder of the depth.
- 10.2.4 Perform laboratory testing to classify soil strata, evaluate plasticity and shrink/swell potential, evaluate the compressive strength, and determine D50 grain size.
- 10.2.5 Prepare bore logs in WINCORE format and boring location plan.
- 10.2.6 Provide recommendations for bridge foundations, including allowable bearing pressures, depths, and associated settlement.
- 10.2.7 Based on soil parameters, provide recommendations for use in a lateral earth pressure analysis for the design of the structural elements associated with a stream bed and bank stabilization structure immediately downstream of the proposed bridge. Recommendations should include active earth pressure coefficients, passive earth pressure coefficients, coefficients for earth pressure at rest, the dry unit weight, wet unit weight, submerged unit weight, and equivalent fluid unit weights of the soil adjacent to the proposed erosion control structure.

- 10.2.8 Develop flexible pavement design describing pavement materials and thicknesses recommended to achieve a 20-year life cycle under existing soil characteristics and anticipated traffic volumes. Include proposed pavement design in Geotechnical Report.
- 10.2.9 Prepare Geotechnical Report and submit WINCORE file.

FUNCTION CODE 120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

20.1 General

- 20.1.1 Provide design data and required drawings to Williamson County for inclusion into Environmental Document.
- 20.1.2 Compose information letter describing project scope and anticipated impacts for mailing by Williamson County to affected property owners and other interested parties.

FUNCTION CODE 130 – RIGHT OF WAY DATA

30.1 Right of Way / Easement Identification

- 30.1.1 Perform Courthouse research to obtain deed information of affected properties.
- 30.1.2 Determine limits of required right of way acquisition and easements.
- 30.1.3 Develop schematic of proposed right of way and required easements, including control points, alignment data, property owner information, etc.
- 30.1.4 Prepare parcel plats and descriptions to be used by County for required right of way acquisition and easement process.

30.2 Utility Coordination

- 30.2.1 Identify existing utilities within the project limits via field surveys.
- 30.2.2 Provide available owner and contact information to County for further handling by Cobb Fendley.
- 30.2.3 Provide design data and exhibits, as necessary, to Cobb Fendley for conflict analysis and utility coordination.

FUNCTION CODE 145 – PROJECT MANAGEMENT

45.1 Meetings

- 45.1.1 Attend and document Kickoff Meeting at the HNTB Office in Round Rock.
- 45.1.2 Attend and document progress meetings at the HNTB Office in Round Rock. Assume four meetings will be required.
- 45.1.3 Attend utility coordination meetings, as necessary. Assume two meetings will be required. Meeting minutes will be developed by Cobb Fendley.

- 45.1.4 Attend informal design review meeting with TxDOT at the 30% completion phase.
- 45.1.5 Attend District Plan Review Meeting with TxDOT at the 60% and 90% completion phases.

45.2 General Contract Administration

- 45.2.1 Develop monthly invoices and progress reports.
- 45.2.2 Subconsultant coordination.
- 45.2.3 Design coordination with Williamson County and TxDOT.

FUNCTION CODE 150 - FIELD SURVEYING AND PHOTOGRAMMETRY *(Inland Geodetics)*

50.1 General

- 50.1.1 Surveys provided will be in accordance with the "Texas State Board of Land Surveying" and the applicable sections of the TxDOT Generalized Scope of Services.
- 50.1.2 Survey field notes will be submitted if requested by the County and/or TxDOT.
- 50.1.3 Unless previously obtained by the County, the surveyor will obtain right-of-entry agreements with property owners for the required field surveys (short of litigation).
- 50.1.4 Contact the One-Call System in advance of performing field surveys to ensure data collection includes ties to location of marked utilities.

50.2 Topographic Surveys for Bridge and Hydraulic Design

- 50.2.1 A sufficient number of horizontal control points (three minimum) will be established to adequately maintain horizontal control through the start of project construction. Control points will be established in conformance with TxDOT specifications for primary control. Where possible, reference ties to permanent features will be provided for each established horizontal control point. Data for the horizontal control will be based on Texas State Plane, Central Zone, NAD 83 (93) derived from OPUS solutions.
- 50.2.2 Vertical control will be established via GPS static sessions for State Plane Coordinate and orthometric heights. A minimum of two (2) temporary benchmarks will be established within 300 feet of the bridge for future reference on the plans and reestablished prior to construction, if necessary.
- 50.2.3 A reasonable effort will be made to recover FEMA Reference Marks in the vicinity of the project. If discovered, the datum will be reconciled to the immediate project site. If unable to recover said reference marks, a correlation will be provided between project elevations and the effective FEMA hydraulic model.
- 50.2.4 Survey files with previously obtained project data will be compared to and merged with survey files recently obtained by Williamson County staff. In areas of uncertainty and/or limited topographic information, additional data will be collected.

- 50.2.5 Data collection will consist of spot elevations for improvements, edge of roadway, driveways, visible or marked utilities, drainage features, centerline of roadway, and grade breaks. Individual roadway cross sections will be taken at intervals not to exceed 100 feet.
- 50.2.6 The survey will include topographic features within approximately 1500 feet from each end of the existing bridge along the roadway or a sufficient distance to ensure hydraulic cross sections can be developed to adequately accommodate the 100-year rainfall event. Within these limits, the survey will extend approximately 50 feet left and right of the existing roadway centerline.
- 50.2.7 Channel cross sections will be provided from the upstream face of the existing bridge to approximately 800 feet upstream, where the "new" channel intersects the "old" channel. Channel cross sections will be provided from the downstream face of the existing bridge to approximately 1000 feet downstream, where the "new" channel intersects the "old" channel. The sections will indicate any ground breaks, top of banks, toe of slopes, water surface elevations, normal high water surface elevations, etc. that define the actual contour of the section and the overbank area.
- 50.2.8 A stream alignment and profile extending the entire limits of the channel cross sections described above will be developed from the channel cross section information.
- 50.2.9 A profile of the bridge deck (the uppermost surface) and the low chord will be provided. At the minimum, one low chord elevation will be provided at each end and on the interior bent, on each side of the structure (six elevations total).
- 50.2.10 Topographic information will include the horizontal information of the bridge abutments, interior bent, and pier locations as well as a description of the superstructure components.
- 50.2.11 Topographic information will include the limits of the existing concrete riprap upstream, beneath, and downstream of the existing bridge.
- 50.2.12 Profiles of intersecting driveways within the project limits will extend a sufficient distance beyond the existing right of way to ensure adequate data is available to determine tie-ins with proposed vertical alignment changes.
- 50.2.13 Field surveys will provide the locations of all small signs, delineators, mailboxes, and other visible surface features. Sign text, color, dimensions, and standard sign design will be provided in accordance with the Sign Crew Field Book and the TMUTCD.
- 50.2.14 Field surveys will provide an elevation and a horizontal tie to the soil boring locations or converted from data provided by the geotechnical subconsultant.
- 50.2.15 Survey shots will be assigned a unique point number which provides a positive identification of the point. Each point will be assigned a feature number or feature name using the TxDOT's standard feature table. An ASCII points file and a hard copy print out will be provided. Each line of the output data shall contain in this order: the point number, northing, easting, elevation, and the descriptive feature code.
- 50.2.16 Surveyed data will be provided in a Microstation .dgn (V8) compatible two dimensional base map format. The survey shot point attributes will appear on separate levels.

- 50.2.17 A Digital Terrain Model (DTM) will be provided in a Microstation .dgn (V8) GEOPAK compatible three-dimensional format.

50.3 Boundary Surveys

- 50.3.1 Perform boundary surveys of the ostensible existing County Road right of way and adjoining properties for the development of acquisition and/or easement documents required to accommodate the proposed bridge replacement and channel improvements.

50.4 Utilities

- 50.4.1 Field surveys will locate horizontally crossings of power lines, telephone/cable lines, water lines, and pipe lines. The owner and contact information will be provided, if available.
- 50.4.2 Location of existing utilities will be shown on the 2D files using field marked information designated by the utility companies and from surface evidence surveyed on the ground.

FUNCTION CODE 160 - ROADWAY DESIGN CONTROLS

60.1 Preliminary Roadway Design – 30% Submittal

- 60.1.1 Perform roadway designs using GEOPAK. Perform alternatives analysis to determine most feasible horizontal and vertical alignments. Finalize alignments based upon decisions made during the 30% design review meeting. Assume that the bridge structure will be replaced along the existing horizontal alignment. Vertical alignment design will maintain existing roadway profile to the extent necessary to avoid any adverse impact to the 100-year water surface elevation (WSEL) within the limits of the delineated floodway.
- 60.1.2 Prepare Schematic Plan and Profile sheets.
- 60.1.3 Prepare preliminary design cross section sheets. Cross sections will be generated at 50-foot maximum intervals from the DTM using GEOPAK. Preliminary cross sections will include the proposed front slope and back slope configurations, proposed ditch elevations, and the existing and proposed ROW limits. The TxDOT Georgetown Area Office will provide the preferred format for the cross section sheets.
- 60.1.4 Prepare preliminary existing and proposed typical section sheets.

60.2 Final Roadway Design – 60%, 90%, and 100% Submittals

- 60.2.1 Complete final roadway design, incorporating the comments received from the review of the 30% submittal.
- 60.2.2 Revise Schematic Plan and Profile sheets and preliminary Typical Section sheets, incorporating the comments received from the review of the 30% submittal. Resubmit to HNTB for subsequent submittal to TxDOT.

- 60.2.3 Complete final Plan and Profile sheets, Typical Section sheets, and Design Cross Section sheets. Incorporate comments received from the review of the 60%, 90%, and 100% submittals. Design Cross Section sheets will be included in the plan set.

FUNCTION CODE 161 - DRAINAGE

61.1 Hydrologic Studies / Discharge Determination

- 61.1.1 Research and review existing studies and data. Obtain and review copy of FIRM Map for the project area. Evaluate Federal Emergency Management Agency (FEMA) floodway and floodplain requirements.
- 61.1.2 Obtain current electronic version of FEMA hydraulic model for Donahoe Creek in the vicinity of the project through Williamson County and into Bell County. Assume electronic version of the current FEMA model is available in a HEC-2 format and that manual entry of the input data from hard copies of the model will not be required.
- 61.1.3 Perform a site inspection and record field observations for channel modeling.
- 61.1.4 Develop drainage area map from USGS Quadrangle Maps for inclusion in the Plans.
- 61.1.5 Identify peak flows provided by the FEMA model that are applicable to the study area. The overtopping flow will be used as the design frequency and an impact analysis will be performed utilizing the flowrate associated with the 100-year event. *(Methodology for comparison of the flows as described in the TxDOT Hydraulic Design Manual will not be incorporated since flows are provided by the FEMA study.)*

61.2 Hydraulic Analysis and Design

- 61.2.1 Develop the Revised Effective Model by converting the electronic hydraulic model from HEC-2 to HEC-RAS. Calibrate the HEC-RAS model as necessary to produce results consistent with the HEC-2 model and as indicated on the FIRM.
- 61.2.2 Utilize the Revised Effective Model to develop the Existing Conditions Model by incorporating site-specific channel cross sections obtained from the current survey files. Ensure adequate channel cross sections are added to properly model the contraction and expansion zones associated with the existing structure. Determine design year frequency based on the existing conditions analysis.
- 61.2.3 Develop channel and bridge cross sections to reflect the proposed condition alternatives. Analyze impacts of the various alternatives to the design year and 100-year WSELs. Design a proposed roadway and bridge configuration that provides for no adverse impact to the 100-year WSEL. Develop a Proposed Conditions Model for the preferred alternative.
- 61.2.4 Develop a FEMA coordination letter describing the proposed improvements and the results of the hydraulic analysis. *(Assume that a CLOMR/LOMR will not be required and that coordination with FEMA will be informal.)*
- 61.2.5 Prepare preliminary Hydraulic Data and Drainage Area Map sheets in accordance with TxDOT Austin District requirements.

61.2.6 Revise the hydraulic analysis and associated plan sheets, incorporating the comments received from the review of the 30% submittal. Resubmit to HNTB for subsequent submittal to the TxDOT Georgetown Area Office and the Bridge Division.

61.2.7 Complete final Hydraulic Data and Drainage Area Map sheets. Incorporate comments received from the review of the 60%, 90%, and 100% submittals.

61.3 Scour Analysis

61.3.1 Conduct a scour analysis for the proposed bridge structure in accordance with the Texas Secondary Evaluation and Analysis for Scour (TSEAS, 1993).

61.3.2 Develop a plan sheet summarizing the results of the scour analysis, including a section view of the proposed bridge configuration that delineates the limits of potential scour.

61.4 Stream Bed and Bank Stabilization Hydraulic Analysis

61.4.1 Input alternative configurations for the stream bed and bank stabilization structure into the HEC-RAS Proposed Conditions Hydraulic Model. Analyze impacts of the potential stabilization configurations to velocities, WSELs, etc. Assist with determining recommended alternative.

61.4.2 Input proposed configuration for the stream bed and bank stabilization structure into the HEC-RAS Proposed Conditions Hydraulic Model. Document impacts to velocities, WSELs, etc.

61.4.3 Include results of analysis in Final Hydraulic Report.

61.5 Hydraulic Report

61.5.1 Prepare a draft Hydraulic Report, documenting the results of the hydrologic studies, hydraulic analysis and design. Include the preliminary Hydraulic Data and Drainage Area Map sheets and the Bridge Layout sheet in the report. Submit four (4) copies to HNTB for subsequent submittal to the TxDOT Georgetown Area Office and the Bridge Division.

61.5.2 Prepare a final Hydraulic Report, incorporating the comments received from the review of the 30% submittal. Include the final Hydraulic Data and Drainage Area Map sheets and the Bridge Layout sheet in the report. Submit four (4) signed and sealed copies to HNTB for subsequent submittal to the TxDOT Georgetown Area Office and the Bridge Division.

61.6 Storm Water Pollution Prevention Plan (SW3P)

61.6.1 Prepare the SW3P in accordance with the TxDOT Austin District standard text and notes sheet. Assume details associated with the SW3P will be shown on the Plan and Profile sheet and the limits of proposed temporary and permanent seeding will be indicated on the Proposed Typical Section sheet.

61.6.2 Prepare SW3P Index sheet in accordance with the TxDOT Austin District requirements.

- 61.6.3 Finalize SW3P Index sheet and details associated with the proposed SW3P. Incorporate comments received from the review of the 60%, 90%, and 100% submittals.

FUNCTION CODE 163 - MISCELLANEOUS (ROADWAY)

63.1 Traffic Control Plans

- 63.1.1 Prepare a Construction Signing and Detour Layout sheet assuming that the existing roadway will be closed to through traffic during construction.
- 63.1.2 Prepare a conceptual sequence of construction narrative.
- 63.1.3 Finalize Construction Signing and Detour Layout sheet and sequence of construction narrative. Incorporate comments received from the review of the 30%, 60%, 90%, and 100% submittals.

63.2 Stream Bed and Bank Stabilization Design

- 63.2.1 Perform alternatives analysis to determine cost effective configuration for erosion control structure to dissipate the energy in the channel and stabilize the stream bed immediately downstream of the proposed bridge.
- 63.2.2 Prepare a letter report documenting alternatives analysis and cost comparisons for the stream bed and bank stabilization options. Report will include sketches of the alternatives considered and a recommended solution.
- 63.2.3 Upon receiving approval of the recommendation or confirmation of the preferred alternative, finalize design of the proposed drop structure and stilling basin. Develop plan sheets to adequately delineate plan and section views as well as associated details.
- 63.2.4 Finalize plan sheets. Incorporate comments received from the review of the 60%, 90%, and 100% submittals.

63.3 General Notes and Specifications

- 63.3.1 Obtain current TxDOT Austin District Master General Notes file in MS Word format. Edit the Master General Notes list by removing any general notes not applicable to the project and adding any project specific general notes as required. Develop a list of Governing Specifications and Special Provisions utilizing DCIS and the construction cost estimate for the 90% and 100% submittals. Assume no special specifications will be required.
- 63.3.2 Submit a hard copy of the General Notes and list of applicable specifications with the 90% and 100% submittals. Incorporate comments received from the review of the 90% submittal. Submit the final version of the General Notes in hard copy as well as on a diskette in MS Word format. TxDOT will place the General Notes on the plans sheets.

63.4 TxDOT Standard Drawings

- 63.4.1 Review, modify title blocks, print and insert the TxDOT standard drawings applicable to the project for the 90% and 100% submittals. Assume that electronic files of the Austin District standards are available on the TxDOT web page.

63.5 Miscellaneous Drawings

- 63.5.1 Prepare the following miscellaneous drawings for the plan set:
- Title Sheet
 - Index of Sheets
 - Riprap Layout and Details
 - Metal Beam Guard Fence Layout
 - Signing and Pavement Marking Layout
- 63.5.2 Incorporate comments received from the review of the 30%, 60%, 90%, and 100% submittals.

63.6 Compute and Tabulate Quantities

- 63.6.1 Perform quantity calculations. Prepare Quantity Summary sheets. Include Item Numbers and descriptive codes for each bid item in accordance with TxDOT 2004 Specifications. Summaries for the following quantities will be included in the 90% and 100% submittals.
- Roadway
 - Earthwork
 - SW3P
 - Bridge
 - Erosion Control Structure
 - Traffic Control
 - Signing and Pavement Markings
- 63.6.2 Incorporate comments received from the review of the 30%, 60%, 90%, and 100% submittals.

63.7 Estimate

- 63.7.1 Prepare a preliminary Construction Cost Estimate in a spreadsheet format for the 30% submittal. The estimate will include the item number, descriptive code, quantity, and estimated unit price for each item.
- 63.7.2 Develop a detailed Construction Cost Estimate in a spreadsheet format for 60% submittal. The estimate will include the item number, descriptive code, quantity, and estimated unit price for each item.
- 63.7.3 Develop the Construction Cost Estimate in DCIS format for the 90% and 100% submittals. The estimate will include the item number, descriptive code, applicable special provision, quantity, and estimated unit price for each item. Assume Engineer will input final Construction Cost Estimate into DCIS.

63.8 Construction Time Estimate

- 63.8.1 Prepare a detailed estimate of the construction contract time required to construct the project for which engineering services are being provided. Develop the construction

schedule utilizing SureTrak software and the TxDOT Austin District calendars for major work items to determine the approximate number of working days to complete the proposed project. Submit a hard copy of the Construction Time Estimate with the 90% submittal.

- 63.8.2 Incorporate comments received from the review of the 90% submittal. Submit a signed and sealed hard copy of the Construction Time Estimate with the 100% submittal.

63.9 Design Forms

- 63.9.1 Prepare and submit the following miscellaneous forms associated with the TxDOT PS&E submission process:

- PS&E Checklist
- Bridge Layout Checklist
- Form 1002
- Aggregate Selection Form

63.10 Plans Submittals and Reviews

- 63.10.1 Submit Design Summary Report, preliminary Typical Section sheets, and a preliminary Construction Cost Estimate in advance of the 30% design review meeting.

- 63.10.2 Submit 30% complete PS&E package with 11"x17" sheets of the following:
- Title sheet, Existing and Proposed Typical Section sheets, Construction Signing and Detour Layout sheet, Schematic Plan and Profile sheet, Preliminary Hydraulic Data and Drainage Area Map sheets, Preliminary Bridge Layout sheet, Schematic Right-of-Way and Easement sheet.
 - Design Cross Sections sheets.
 - Preliminary Construction Cost Estimate.

- 63.10.3 An informal 30% PS&E submittal review meeting will be held with TxDOT. The Engineer shall provide someone to take notes during the meeting.

- 63.10.4 Submit revised Existing and Proposed Typical Section sheets, Schematic Plan and Profile sheet, Hydraulic Data and Drainage Area Map sheets, Bridge Layout sheet, and the Hydraulic Report to HNTB for subsequent submittal to the TxDOT Georgetown Area Office and the Bridge Division.

- 63.10.5 Submit 60% complete PS&E package with 11"x17" sheets of the following:
- Title sheet, Index of Sheets, Existing and Proposed Typical Section sheets, Construction Signing and Detour Layout sheet, Plan and Profile sheet, Hydraulic Data and Drainage Area Map sheets, Bridge Layout sheet, Right-of-Way and Easement sheet, Riprap Layout sheet, Metal Beam Guard Fence Layout sheet, Signing and Pavement Marking Layout sheet, and SW3P Index sheet.
 - Design Cross Section sheets.
 - Preliminary Construction Cost Estimate.

- 63.10.6 A 60% PS&E submittal review meeting will be held at the HNTB Office in Round Rock. The Engineer shall provide someone to take notes during the meeting.

- 63.10.7 Submit revised Existing and Proposed Typical Section sheets, Plan and Profile sheet, Bridge Layout sheet, and Right-of-Way and Easement sheet to HNTB for subsequent submittal to the TxDOT Georgetown Area Office and the Austin District Environmental Section.
- 63.10.8 Submit 90% complete PS&E package with 11"x17" sheets of the following:
- All plans sheets including TxDOT Standard sheets.
 - Design Cross Section sheets.
 - Construction Cost Estimate.
 - General Notes and Specifications.
 - Construction Time Estimate.
- 63.10.9 A 90% PS&E submittal review meeting will be held at the HNTB Office in Round Rock. The Engineer shall provide someone to take notes during the meeting.
- 63.10.10 Submit 100% complete PS&E package with 11"x17" sheets of the following:
- One (1) signed and sealed mylar set and four (4) paper copies of all plans sheets including TxDOT Standard sheets.
 - Design Cross Section sheets.
 - Construction Cost Estimate.
 - General Notes and Specifications.
 - Signed and sealed Construction Time Estimate.
 - One (1) Read/Write CD ROM containing electronic files of:
 - All Microstation drawings.
 - All GEOPAK design documents.
 - All HEC-RAS and hydraulic related files.
 - Final Construction Cost Estimate in Estimator® program format.
- 63.10.11 A 100% PS&E submittal review meeting will not be required.
- 63.10.12 Submit signed and sealed mylar sheets of any sheets revised in response to TxDOT Division review comments.
- 63.10.13 Authorize PE CADD SEAL via the TxDOT web page.

FUNCTION CODE 170 - BRIDGE DESIGN

70.1 Bridge Plans

- 70.1.1 The type of bridge structure to be used will be based on the recommendations of the hydraulic analysis and confirmed through coordination with Williamson County and TxDOT personnel. Assume the proposed bridge replacement structure will utilize TxDOT standard bridge superstructure and substructure design and details.
- 70.1.2 Bridge Layout Sheets:
- 70.1.2.1 A Bridge Layout Sheet will be prepared in accordance with the criteria set forth in the Bridge Detailing Manual Check List, Bridge Project Development Manual and in accordance with example layout(s) provided by Williamson County and/or the TxDOT Austin District. The Bridge Layout will include the plan, elevation, and the typical bridge section.

- 70.1.2.2 Revise the Preliminary Bridge Layout Sheet, incorporating the comments received from the review of the 30% submittal. Resubmit to HNTB for subsequent submittal to the TxDOT Georgetown Area Office and the Bridge Division.
 - 70.1.3 Final bridge design, details and standard plans:
 - 70.1.3.1 Calculate estimated bridge quantities and column heights. Add bridge quantities and bearing seat elevations to Bridge Estimate and Quantities Sheet.
 - 70.1.3.2 Calculate bent/beam geometry and bearing seat elevations. Create Bent & Beam Report/Bearing Seat Elevations Sheet.
 - 70.1.4 Finalize bridge sheets. Incorporate comments received from the review of the 30%, 60%, 90%, and 100% submittals.
- 70.2 Foundation Studies**
 - 70.2.1 Determine drilled shaft lengths using the TxDOT Table for Setting Lengths of Drilled Shafts or the WINCORE program. Assume unsupported combined column and drilled shaft length will not exceed TxDOT standard bridge plan design.

Exhibit C - "Work Schedule"

Description	2011												2012											
	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
CONSULTANT TASKS																								
Contract Execution																								
Data Collection / Site Visit																								
Right of Entry / Field Surveying																								
Geotechnical Investigations																								
Complete DSR / Preliminary Cost Estimate																								
Utility Coordination																								
Typical Sections																								
Roadway Design / Cross Sections																								
Right of Way Determination																								
Plan & Profile Sheets																								
Earthwork Calculations																								
Hydrologic Studies / Drainage Area Map																								
Hydraulic Analysis / Design																								
Hydraulic Data Sheet / Hydraulic Report																								
Scour Analysis																								
Bridge Layout																								
30% Submittal (Early Oct.)																								
Bridge Layout Submittal (Late Oct.)																								
SW3P Layout / Notes																								
60% Submittal (Mid Nov.)																								
Environmental Coordination (Late Nov.)																								
Quantities & Estimates																								
Specifications and General Notes																								
90% Plans to TxDOT Area Office (Mid Dec)																								
90% Plans to TxDOT District (Mid Jan)																								
100% Mylars Submittal (Mid Feb.)																								
Incorporate Review Comments																								
COUNTY / TxDOT TASKS / REVIEWS																								
Contract Execution																								
Kickoff Meeting (Late August)																								
Environmental Documents (Mid Nov to Late Feb)																								
Progress Meetings																								
30% Plan Review (County / TxDOT Area Office) (Early Oct. to Mid Oct.)																								
Formal Bridge Layout Review (County / TxDOT) (Early Nov. to Mid Nov.)																								
60% Plan Review (County / TxDOT) (Mid Nov. to Late Nov.)																								
90% Plan Review (County / TxDOT Area Office) (Mid Dec. to Late Dec.)																								
90% Plan Review (County / TxDOT District Office) (Mid Jan. to Late Jan.)																								
100% Plan Review (TxDOT District / Division) (Mid Feb. to Late Feb.)																								

Exhibit D - "Fee Schedule / Budget"

FEE SCHEDULE / BUDGET

LABOR COSTS SUMMARY - BROWN & GAY ENGINEERS, INC.									
	SR. PROJECT MNGR	SENIOR ENGR	PROJECT ENGR	EIT	SR. DESIGN TECH	CADD TECH	CLERICAL	TOTAL	
FC 110 TOTAL	10	8	23	7	0	8	2	58	
FC 120 TOTAL	1	0	5	2	0	6	2	16	
FC 130 TOTAL	2	1	11	1	0	20	4	39	
FC 145 TOTAL	62	0	66	0	0	8	20	156	
FC 150 TOTAL	2	0	4	0	4	0	0	10	
FC 160 TOTAL	8	4	86	22	16	84	0	220	
FC 161 TOTAL	10	59	221	61	0	44	9	404	
FC 163 TOTAL	18	30	130	41	0	129	9	357	
FC 170 TOTAL	3	17	24	36	0	34	0	114	
TOTAL HOURS	116	119	570	170	20	333	46	1,374	
% OF PROJECT TOTAL	8.4%	8.7%	41.5%	12.4%	1.5%	24.2%	3.3%		
NEGOTIATED RATES	\$ 188.00	\$ 174.00	\$ 138.00	\$ 95.00	\$ 98.00	\$ 87.00	\$ 69.00	\$ 124.77	
TOTAL LABOR COSTS	\$ 21,808.00	\$ 20,706.00	\$ 78,660.00	\$ 16,150.00	\$ 1,960.00	\$ 28,971.00	\$ 3,174.00	\$ 171,459.00	
FEE SUMMARY		HOURS	DIRECT	EXPENSES (ATTACHED)	INLAND	KLEINFELDER		TOTAL	
			LABOR						
FC 110 TOTAL		58	\$ 7,945.00	\$ -	\$ -	\$ 11,000.00	\$ -	\$ 18,945.00	
FC 120 TOTAL		16	\$ 1,728.00	\$ -	\$ -	\$ -	\$ -	\$ 1,728.00	
FC 130 TOTAL		39	\$ 4,179.00	\$ -	\$ -	\$ -	\$ -	\$ 4,179.00	
FC 145 TOTAL		156	\$ 22,840.00	\$ 55,351.40	\$ -	\$ -	\$ -	\$ 78,191.40	
FC 150 TOTAL		10	\$ 1,320.00	\$ -	\$ 24,034.00	\$ -	\$ -	\$ 25,354.00	
FC 160 TOTAL		220	\$ 25,034.00	\$ -	\$ -	\$ -	\$ -	\$ 25,034.00	
FC 161 TOTAL		404	\$ 52,888.00	\$ -	\$ -	\$ -	\$ -	\$ 52,888.00	
FC 163 TOTAL		357	\$ 42,283.00	\$ -	\$ -	\$ -	\$ -	\$ 42,283.00	
FC 170 TOTAL		114	\$ 13,212.00	\$ -	\$ -	\$ -	\$ -	\$ 13,212.00	
TOTALS		1,374	\$ 171,459.00	\$ 5,351.40	\$ 24,034.00	\$ 11,000.00	\$ -	\$ 211,814.40	

MANHOURLY ESTIMATE PER SHEET - BROWN & GAY ENGINEERS, INC.												
FC	DESCRIPTION	FIRM	DWGS / ITEMS #	SR. PROJECT MNGR	SENIOR ENGR	PROJECT ENGR	EIT	SR. DESIGN TECH	CADD TECH	CLERICAL	TOTAL	
110	ROUTE AND DESIGN STUDIES											
10.1	Data Collection											0
10.1.1	Data collection / field reconnaissance	BGE		4	4	4						24
10.1.2	Complete DSR	BGE			1	12						13
10.1.3	Preliminary construction cost estimate	BGE			1	6	2					9
10.1.4	Road Closure Letters	BGE				1	1			2		4
10.1.5	QA/QC	BGE			2							2
10.2	Geotechnical Evaluation (Kleinfielder, Inc.)	KI										0
10.2.1	QA/QC	BGE		4	2							6
				10	8	23	7	0	8	2		58
				\$ 1,880.00	\$ 1,392.00	\$ 3,174.00	\$ 665.00	\$ -	\$ 696.00	\$ 138.00	\$ 7,945.00	
120	SOCIAL, ECONOMIC & ENVIRONMENTAL											
20.1	General											0
20.1.1	Provide data for Environmental Document	BGE				4				6		10
20.1.2	Information letters to affected property owners	BGE				1	2			2		5
20.1.3	QA/QC	BGE		1								1
				1	0	5	2	0	6	2		16
				\$ 188.00	\$ -	\$ 690.00	\$ 190.00	\$ -	\$ 522.00	\$ 138.00	\$ 1,728.00	
130	RIGHT OF WAY DATA											
30.1	Right of Way / Easement Identification											0
30.1.1	Courthouse research - fee included on INLAND sheet	INLAND										0
30.1.2	Determine ROW / easements	BGE				4			4			8
30.1.3	ROW / easement schematic	BGE			1	4			16			21
30.1.4	Parcel plats and descriptions - fee included on INLAND sheet	INLAND										0
30.1.5	QA/QC	BGE		1								
30.2	Utility Coordination											
30.2.1	Identify existing utilities - fee included on INLAND sheet	INLAND										0
30.2.2	Parcel owner and contact information	BGE				1	1			2		4
30.2.3	Coordination for conflict analysis	BGE		1		2				2		5
				2	1	11	1	0	20	4		39
				\$ 376.00	\$ 174.00	\$ 1,518.40	\$ 95.00	\$ -	\$ 1,740.00	\$ 276.00	\$ 4,179.00	
145	PROJECT MANAGEMENT											
45.1	Meetings											0
45.1.1	Attend Kickoff Meeting	BGE		4		6						10
45.1.2	Attend Progress Meetings (4 Meetings)	BGE		16		24						40
45.1.3	Attend Utility Coordination Meetings (2 Meetings)	BGE		6		6						12
45.1.4	Attend 30% Informal Design Review Meeting	BGE		4		6						10
45.1.5	Attend TxDOT District Plan Review Meetings (60% and 90%)	BGE		8		12						20
45.2	General Contract Administration											0
45.2.1	Monthly Invoices and Progress Reports	BGE		12		4				12		28
45.2.2	Subcontractor Coordination	BGE		4		8			8	8		28
45.2.3	Design Coordination with Williamson County and TxDOT	BGE		8								8

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[illegible]

[illegible]

MANHOURLY ESTIMATE PER SHEET - BROWN & GAY ENGINEERS, INC.												
PC	DESCRIPTION	FIRM	DWGS / ITEMS #	SRL PROJECT MNGR	SENIOR ENGR	PROJECT ENGR	EIT	SR. DESIGN TECH	CADD TECH	CLERICAL	TOTAL	
63.5.1	Miscellaneous drawings										0	
	Title Sheet	BGE				2				8	10	
	Index of Sheets	BGE				1	3			8	12	
	Riprap Layout and Details	BGE			1	4				16	21	
	Metal Beam Guard Fence Layout	BGE				2				8	10	
	Signing and Pavement Marking Layout	BGE				2	2			8	12	
	Driveway Details (no driveways within expected project limits)										0	
63.5.2	Incorporate review comments - fee included above										0	
63.5.3	QA/QC	BGE		2	2						4	
63.6	Compute and Tabulate Quantities										0	
63.6.1	Quantity calculations and Quantity Summary sheets										0	
	Roadway	BGE				4	2			4	10	
	Earthwork	BGE				2	4			4	10	
	SW3P	BGE					4			4	8	
	Bridge	BGE				4				4	8	
	Erosion Control Structure	BGE			2	4				4	10	
	Traffic Control	BGE				2	2			4	8	
	Signing and Pavement Markings	BGE					4			4	8	
63.6.2	Incorporate review comments - fee included above										0	
63.6.3	QA/QC	BGE		2	2						4	
63.7	Estimate										0	
63.7.1	Preliminary construction cost estimate - fee included above										0	
63.7.2	Detailed Construction Cost Estimate	BGE			2	16	4				22	
63.7.3	DCIS Estimate	BGE				8					8	
63.7.4	QA/QC	BGE		2							2	
63.8	Construction Time Estimate										0	
63.8.1	Construction Time Estimate	BGE			2	10					12	
63.8.2	Incorporate review comments - fee included above										0	
63.8.3	QA/QC	BGE		1							1	
63.9	Design Forms										0	
63.9.1	Design Forms										0	
	PS&E Checklist	BGE				2					2	
	Bridge Layout Checklist	BGE				2					2	
	Form 1002	BGE				2					2	
	Aggregate Selection Form	BGE				1					1	
63.9.2	QA/QC	BGE		1	1						2	
63.1	Plans Submittals and Reviews										0	
63.10.1	DCC Submittal - fee included above										0	
63.10.2	30% Submittal	BGE				1	2		2		7	
63.10.3	Informal 30% Submittal Review Meeting - fee included above										0	
63.10.4	NO ASSOCIATED FEE - included in submittal										0	
63.10.5	60% Submittal	BGE				1	2		2		7	

MANHOURLY ESTIMATE PER SHEET - BROWN & GAY ENGINEERS, INC.												
FC	DESCRIPTION	FIRM	DWGS / ITEMS #	SR PROJECT MGR	SENIOR ENGR	PROJECT ENGR	EIT	SR DESIGN TECH	CADD TECH	CLERICAL	TOTAL	
63.10.6	60% Submittal Review Meeting - fee included above										0	
63.10.7	NO ASSOCIATED FEE - included in submittal										0	
63.10.8	90% Submittal	BGE				1	2		2		7	
63.10.9	90% Submittal Review Meeting - fee included above										0	
63.10.10	100% Submittal	BGE				2	2		4		10	
63.10.11	NO ASSOCIATED FEE										0	
63.10.12	Minor Submittal	BGE				1			1		3	
63.10.13	NO ASSOCIATED FEE										0	
63.10.14	QA/QC	BGE		4	1						5	
				18	30	130	41	0	129	9	357	
				\$ 3,384.00	\$ 5,320.00	\$ 17,940.00	\$ 3,895.00	\$ -	\$ 11,223.00	\$ 621.00	\$ 42,283.00	
170	BRIDGE DESIGN											
70.1	Bridge Plans											
70.1.1	NO ASSOCIATED FEE										0	
70.1.2	Bridge Layout	BGE			8		16		24		56	
70.1.2.1	NO ASSOCIATED FEE										0	
70.1.2.2	NO ASSOCIATED FEE										0	
70.1.3	Bridge design, details and standard plans - fee included below										0	
70.1.3.1	Bridge Estimate and Quantities Sheet	BGE			2	4	8		4		18	
70.1.3.2	Bent & Box Report/Bearing Seat Elevations Sheet	BGE			2	8	8		4		22	
70.1.4	Incorporate review comments - fee included above										0	
70.1.5	QA/QC	BGE		2	4						6	
70.2	Foundation Studies										0	
70.2.1	Foundation design	BGE			1	4	4		2		11	
70.2.2	QA/QC	BGE		1							1	
				3	17	24	36	0	34	0	114	
				\$ 564.00	\$ 2,958.00	\$ 3,312.00	\$ 3,420.00	\$ -	\$ 2,958.00	\$ -	\$ 13,212.00	
FC 110 TOTAL			0	10	8	23	7	0	8	2	58	
FC 120 TOTAL			0	1	0	5	2	0	6	2	16	
FC 130 TOTAL			0	2	1	11	1	0	20	4	39	
FC 145 TOTAL			0	62	0	66	0	0	8	20	156	
FC 150 TOTAL			0	2	0	4	4	0	0	0	10	
FC 160 TOTAL			0	8	4	86	22	16	84	0	220	
FC 161 TOTAL			0	10	59	221	61	0	44	9	404	
FC 163 TOTAL			0	18	30	130	41	0	129	9	357	
FC 170 TOTAL			0	3	17	24	36	0	34	0	114	
TOTAL HOURS			0	116	119	570	170	20	333	46	1374	

0	= \$0.00
0	= \$45.00
0	= \$75.00
0	= \$0.00
	<u>= \$120.00</u>

None

Mileage	Trips	#	Miles	Mileage Rate	Total
	TxDOT Review Meetings	3	150	\$ 0.555	\$ 249.75
	Utility Meetings	2	80	\$ 0.555	\$ 88.80
	Progress Mtngs	8	140	\$ 0.555	\$ 621.60
	Project Site	2	375	\$ 0.555	\$ 416.25
				Total	\$ 1,376.40
Description		Quantity	Unit	Rate	Total
Meals			DAY	\$36.00	\$0.00
Deliveries		10	EA	\$25.00	\$250.00
Photocopies (8-1/2" X 11")			EA	\$0.10	\$0.00
Photocopies (11" X 17")		2500	EA	\$0.25	\$625.00
Paper Plot (11" X 17")		1200	EA	\$1.75	\$2,100.00
Mylar Plot (11' X 17")		100	EA	\$4.00	\$400.00
Hydraulic Reports		4	EA	\$50.00	\$200.00
FEMA Model Request Fee	(\$150 Intial Fee + \$250 Supplemental Fee)	1	EA	\$400.00	\$400.00
				Total	\$3,975.00
				Total Expenses	\$5,351.40