0 K 12/19/2012



ATTACHMENT A WORK AUTHORIZATION NO. 2

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

Part 1. The Engineer will provide the following Engineering Services:

Professional Engineering Services for Construction Inspection and/or Observation for the completion of the RM 620 Widening Project.

- Part 2. The maximum amount payable for services under this Work Authorization without modification is \$389,331.60.
- **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 <u>December 31, 2014</u>, unless extended by a Supplemental Work Authorization.
- Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

COUNTY.

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

Atkins Global North America, Inc.	Williamson County, Texas
By: B. A. Hall Signature	By: Signature
Brian D. Hall, P.E., CCM Printed Name	Printed Name
Group Manager Title	(100-72 July- Title
Date	12 - 19 - 2012 Date

ENGINEER:

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by Engineer & County

ATTACHMENT B - Work Schedule

ATTACHMENT C – Fee Schedule

ATTACHMENT A SCOPE OF SERVICES WORK AUTHORIZATION #2 RM 620 WIDENING

FOR PROFESSIONAL ENGINEERING SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFRESSIONAL 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 COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED MUTUALLY BY COUNTY AND ENGINEER AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT IV AND IN A MANNER CONSISTENT WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEER'S RULES CONCERNING THE PRACTICE OF ENGINEERING, EFFECTIVE AS OF THE RELEVANT DATE.

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

SERVICES TO BE PROVIDED BY THE ENGINEER

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

Professional Engineering Construction Management

- Verify receipt of the Contractor's schedule of operations
- Manage the Request for Information (RFI) process
- Negotiate and make recommendations for Change Orders. Prepare Change Orders for execution.
- Evaluate and provide advice to the County on the approval of the Contractor's CPM schedules.
- Maintain a current approved set of construction contract documents.
- Review and provide recommendation of acceptance to the County on the Contractor's monthly pay estimate. Review and verify quantities of work performed and materials used.
- Manage Contractor receipt and dispersal of Contractor submittals to the *GEC*, then back to the Contractor.
- Revise or update the storm water pollution prevention plan in accordance with TPDES Permit TXR150000 Part III Section E.

- Sign, seal and date changes to *the Designer's* plan sheets representing the requirements of TPDES Permit TXR150000 Part III Section F 1.(f) as necessary to comply with TPDES Permit TXR150000 Part III Section E.
- Identify and advise the County in the resolution of construction issues that arise.
- Provide advice to the County in dispute negotiations and claim resolutions.
- Monitor utility relocation/adjustments for compliance with approved plans for the *Project*.
- Monitor compliance with the DBE requirements of construction contract provisions.
- Provide vehicles, communication devices (i.e., cell phones, radios), computers, office supplies and internet service, as needed.
- Review and provide recommendation to the County on the acceptance of As-Built drawings provided by the Contractor.
- Verify line, grade and dimensions of roadways and structures as deemed necessary.
- Observe to see if specified procedures, specified in the plans and specifications are being followed.
- Advise the Contractor and request corrective action be taken, if an inspection reveals that work has not been properly performed.
- Re-inspect non-conforming work.
- Evaluate and document the Contractor's operations and production with respect to quality and progress.
- Verify and perform spot checks on quantities being identified, measured, recorded and verified by comparisons against plan, contract quantities and dimensions.
- Receive and transmit, to the Manager, the Contractor's "trench safety plan" prepared and sealed by a registered professional engineer.
- Evaluate damages to existing vegetation using the formula in Special Conditions Section XXV. Tree and Plant Protection.

Provide Reports of Construction Activities

- Perform a review of the construction of the Project to monitor compliance with the *Designer's* plans and specifications and document construction activities using daily reports, journals, logs, or other, as necessary or required.
- Provide digital and video photo logging of project activities.
- Perform inspections in accordance with the environmental provisions of the PS&E, relating to the SW3P and provide reports to the County containing the results of the inspection.
- Perform monthly inspections of the implemented Traffic Control Plan of the PS&E, provide inspection and reports to the County.
- Provide advice to the County on modifications to the Traffic Control Plans to be provided by the *Designer*.
- Develop project progress meeting minutes and distribute to attendees.
- Provide weekly report of the construction project progress to the County and the GEC.
- Provide reports of the results of tests performed on materials used in construction.
- Provide non-conformance reports as needed.
- Provide reports of Contractor compliance with DBE provisions of construction contract.
- Provide Reports of Contractor compliance with Wage Rate provisions of construction contract at the end of the project.

- Provide notification of lane closures to *GEC* and the County, and others as necessary, received from the Contractor.
- Provide report of accidents in accordance with Section XIL. of the Agreement.

Meetings and Record Keeping

- Attend the Pre-Construction Conference.
- Attend project progress meetings.
- Maintain all records as required.
- Maintain a status report of all change orders, RFIs, barricade inspection reports, schedule updates, shop drawing review and time extensions.
- Maintain "redline" drawings to document the changes made to the constructed project. These redline drawings will be used to verify the Contractor's As-Built plan submittal.
- Verify transmittal, by the Contractor to the County, of an affidavit stating that all bills
 related to any work, labor, equipment or supplies have been paid and that there are no
 outstanding claims or bills remaining. Review and verify submission, to the Engineer, of
 the "As-Built" drawings dated and signed by the Contractor and his project superintendent
 prior to final acceptance.

Materials Testing

- Order or verify Contractor's order of materials sampling and testing in accordance with the "Quality Assurance Program."
- Receive, review verify, and log all "project test" or QC test results from the Contractor.
- Request, validate, and record QC/QA test results by verification tests from independent samples.
- Report to the Manager on the Contractor's compliance with the identification of test results with the test number, date of testing, and the station and elevation of the test on the appropriate plan sheet.
- When test requirements are not met, order the performance of independent material testing in accordance with the "Quality Assurance Program."
- Receive from the Contractor, and verify compliance with specifications, Manufacturer's Certificates of Compliance of each and every specified material or manufactured equipment item.

SERVICES TO BE PROVIDED BY THE COUNTY

The County will assist the *Engineer* by providing assistance, service, or data items as required in to advance the completion of assigned work authorizations.

Provide existing data files, including but not limited to:

- Survey data
- Roadway construction plans, design documents for the construction of the Project
- Right-of-Way mapping
- Approved environmental documents
- Applicable special specifications, special provisions, and unit price bid tabulations

Provide timely review, comment or direction, as required, to aid the *Engineer* in completing an assigned task or maintaining the established project schedule. The County will provide the *Engineer* with:

- Temporary shared offsite location with internet access.
- Offsite work space to complete and store records.
- Access to combination color printer/copier/scanner.

ATTACHMENT B WORK SCHEDULE

Notice to Proceed	January 2, 2013
Construction Substantial Completion	September 2014
Final Acceptance	November 2014

Notes:

Work schedule assumes a 20-month construction schedule, as provided by client.

Work and fee scheduled assumes a 40-hour work week.

Work schedule assumes 60 calendar days from substantial completion to final acceptance (project punch out and close out.)

ATTACHMENT C FEE SCHEDULE WORK AUTHORIZATION #2 RM 620 WIDENING

The *Engineer* shall be paid for the performance of the services described in ATTACHMENT A according to the fee schedule set forth below.

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Classification	Hourly Rate	Hours/Week (Estimated)	Month	Number of Weeks/Month	Hours	Fee
Senior Field Rep	\$ 107.02	_	Jan-13	-	80	\$ 8,561.60
Senior Field Rep	\$ 107.02	40	Feb-13	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	40	Mar-13	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	40	Apr-13	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	40	May-13	5	200	\$ 21,404.00
Senior Field Rep	\$ 107.02	40	Jun-13	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	40	Jul-13	5	200	\$ 21,404.00
Senior Field Rep	\$ 107.02	40	Aug-13	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	40	Sep-13	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	40	Oct-13	5	200	\$ 21,404.00
Senior Field Rep	\$ 107.02	40	Nov-13	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	40	Dec-13	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	40	Jan-14	5	200	\$ 21,404.00
Senior Field Rep	\$ 107.02	40	Feb-14	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	40	Mar-14	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	40	Apr-14	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	40	May-14	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	40	Jun-14	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	40	Jul-14	5	200	\$ 21,404.00
Senior Field Rep	\$ 107.02	40	Aug-14	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	40	Sep-14	4	160	\$ 17,123.20
Senior Field Rep	\$ 107.02	-	Oct/Nov-14	-	100	\$ 10,702.00

Totals 3580 \$ 383,131.60

REIMBURSABLE EXPENSES

Reimbursable Expenses are paid in addition to the fee compensation and actual expenditures made by the ENGINEER in the interests of the Work Authorization for the following expenses:

Total inspection Hours (Feb 2013 - September 2014)	3580
Total Inspection Days	448
Estimated Mileage @ 25mi/day	11188
*Reimbursement @ \$0.55/mi	\$ 6,153
Total Mileage Reimbursement	\$ 6,200

^{*} Billed at IRS Rate

TOTAL COSTS

Construction Observation	\$ 383,131.60
Reimbursables	\$ 6,200.00
Total Not to Exceed	\$ 389,331.60