

**January 28, 2021**  
**Item No. 4.3.**  
**Victoria Rehab Design contract**

**Sponsor:** Emily Fisher, Assistant Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a professional services contract with Jones and Carter in the amount of \$458,400 for the design of the Victoria Ave Rehabilitation project.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure
2. Improving Mobility

**Recommendation(s):** Staff recommends approval.

**Summary:** This project includes the reconstruction of Victoria Avenue from FM 2154 to Woodlake Drive. The construction will include a 2 lane major collector concrete roadway section with storm sewer with roadside ditches, sidewalks, and illumination.

**Budget & Financial Summary:** Budget in the amount of \$1,151,000 is currently appropriated in the Streets Capital Improvement Project Fund, with \$240,376.67 expended or committed to date, leaving a remaining balance of \$910,623.33 for this contract and related expenses.

**Reviewed & Approved by Legal:** No

**Attachments:**

1. Project Map1
2. CRC- Prof Serv AE with Construction- Jones & Carter combined



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**CITY OF COLLEGE STATION  
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT  
WITH CONSTRUCTION**

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and **Jones & Carter, Inc.**, a Texas corporation (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I  
SCOPE OF SERVICES**

**1.01** In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the “Project”):

Victoria Avenue Rehab (FM 2154 to Woodlake)

**ARTICLE II  
PAYMENT**

**2.01** In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed Four Hundred Fifty Eight Thousand Four Hundred and 00 /100 Dollars (\$ 458,400 ).

**ARTICLE III  
TIME OF PERFORMANCE AND CONSTRUCTION COST**

**3.01** The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

- (a) Conceptual Design: \_\_\_\_\_ **calendar days** after the authorization to commence planning.

- (b) Preliminary Design: \_\_\_\_\_ **calendar days** after authorization to commence PPD.
- (c) Final Design: \_\_\_\_\_ **calendar days** after authorization to commence final design.

**3.02** All design work and other professional services provided under this Contract must be completed by the following date: May 2022.

**3.03 Time is of the essence of this Contract.** The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant’s services to meet the City’s project milestone dates, which are included in this Contract. The Consultant’s schedule shall include allowances for periods of time required for the City’s review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has control shall not be exceeded without written approval from the City. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule (“Recovery Plan”). With the City’s approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

**3.04** The Consultant’s services consist of all of the services required to be performed by Consultant, Consultant’s employees and Consultant’s sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

**3.05** The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant’s services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

**3.06** Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City’s consultants, including the coordination of all drawings and design documents relating to Consultant’s design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the

City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

**3.07** Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

**3.08** The construction budget for this Project, which is established as a condition of this Contract is \$ 3,200,000. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

#### **ARTICLE IV CONCEPTUAL DESIGN**

**4.01** Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

**4.02** The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

**4.03** The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

**ARTICLE V  
PRELIMINARY DESIGN**

**5.01** The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

**5.02** The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

**5.03** Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

**ARTICLE VI  
FINAL DESIGN**

**6.01** The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

**6.02** Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

**6.03** The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and

the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

**6.04** The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

## **ARTICLE VII BID PREPARATIONS & EVALUATION**

**7.01** The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

**7.02** The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

**7.03** Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

## **ARTICLE VIII CONSTRUCTION**

**8.01** The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

**8.02** The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work

is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.

**8.03** The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

**8.04** The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

**8.05** The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

**8.06** The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

**8.07** The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.

**8.08** Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items



designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

**8.09** The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

**8.10** The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.

**8.11** The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

**8.12** The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

**8.13** The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

## **ARTICLE IX CHANGE ORDERS, DOCUMENTS & MATERIALS**

**9.01** No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.

**9.02** When the original contract amount plus all change orders is \$100,000 or less, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council must approve such change order prior to commencement of the services.

**9.03** When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council.

**9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

**9.05** The Consultant shall furnish the City One (1) sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Consultant shall provide the City One (1) sets of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

## **ARTICLE X WARRANTY, INDEMNIFICATION & RELEASE**

**10.01** As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

**10.02** The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

**10.03** In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

**10.04** The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

**10.05 Indemnity.**

- (a) To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.**
- (b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in section 10.05.1 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the**

negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.

- (c) Consultant shall procure liability insurance covering its obligations under this section.
- (d) It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

**10.06 Release.** The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

**10.07** It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

## **ARTICLE XI INSURANCE**

**11.01 General.** The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on below.

During the term of this Contract Consultant's insurance policies shall meet the minimum requirements of this section:

**11.02 Types.** Consultant shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Workers' Compensation/Employer's Liability.
- (d) Professional Liability.

**11.03 Certificates of Insurance.** For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

**11.04 General Requirements Applicable to All Policies.** The following General Requirements to all policies shall apply:

- (a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

**11.05 Commercial General Liability Requirements.** The following Commercial General Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

**11.06 Business Automobile Liability Requirements.** The following Business Automobile Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current. A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

**11.07 Workers’ Compensation/Employers Liability Insurance Requirements.** The following Workers’ Compensation Insurance requirements shall apply; and the term “contractor” shall be construed to mean “consultant” as identified in this Contract:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers’ compensation insurance policy: either directly through their employer’s policy (the Consultant’s, or subcontractor’s policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) The workers’ compensation/Employer’s Liability insurance shall include the following terms:
  - i. Employer's Liability limits of \$1,000,000 for each accident is required.
  - ii. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.

- iii. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:
- i. Definitions:
    - Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
    - Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
    - Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
  - ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
  - iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
  - iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior

to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

- v. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - 4. obtain from each other person with whom it contracts, and provide to the Contractor:



- A. a certificate of coverage, prior to the other person beginning work on the project; and
  - B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
- x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

**11.01 Professional Liability Requirements.** The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or

termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

- (d) Retroactive date must be shown on certificate.

## **ARTICLE XII USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

**12.01** Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents) ("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

**12.02** Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

**12.03** Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

**12.04** The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant

would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

**12.05** In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

**12.06** Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

### **ARTICLE XIII TERMINATION**

**13.01** The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

**13.02** If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

**13.03** No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

### **ARTICLE IV MISCELLANEOUS TERMS**

**14.01** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

**14.02** Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

**City of College Station**

**Jones & Carter, Inc.**

Attn: James Smith, PE  
PO BOX 9960  
1101 Texas Ave  
College Station, TX 77842  
jsmith @cstx.gov

Attn: Brian Dobiysanski, PE  
150 Venture Drive  
Suite 100  
College Station, Texas 77845  
bdoiyanski@jonescarter.com

**14.03** No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party’s right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

**14.04** This Contract represents the entire and integrated contract between the City and the Consultant and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

**14.05** This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

**14.06** Invalidity. If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

**14.07** Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

**14.08** The Consultant, its agents, employees, and subconsultants must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

**14.09** The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

**14.10** This Contract goes into effect when duly approved by all the parties hereto.

**14.11 Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.**

**14.12 Verification No Boycott Israel.** To the extent this Contract is considered a contract for goods or services subject to §2270.002 Texas Government Code, Consultant verifies that it i) does not boycott Israel and ii) will not boycott Israel during the term of this Contract.

**List of Exhibits**

- A. Scope of Services
- B. Payment Schedule
- C. Certificates of Insurance

**JONES & CARTER, INC.**

**CITY OF COLLEGE STATION**

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

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

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

City Manager

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

APPROVED:

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

\_\_\_\_\_  
City Attorney

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

Contract No. 21300231  
A&E Professional Services with Construction  
Jones & Carter  
CRC 12-11-2020

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Scope of Services  
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General

The intent of this project is to provide design and construction phase services for the following:

- Reconstruct Victoria Avenue from Woodlake Drive to Wellborn Road (approximately 3,800 feet) with a 27' Modified Major Collector with a 10' multi-use path on the east side of Victoria Avenue.
- Reconstruct Old Royder Road from Victoria Avenue to Royder Road (approximately 700 feet) with a 27' Modified Major Collector aligned where the eastern edge of pavement aligns with the existing Old Royder Road edge of pavement.
- Installation of a roundabout at the intersection of Victoria Avenue and Woodlake Drive.
- Installation of a roundabout at the intersection of Victoria Avenue and Creek Meadows Boulevard.
- Installation of a forced right turn at the intersection of Victoria Avenue at Wellborn Road.
- Relocation of Wellborn Water waterlines that cross perpendicular to Victoria Avenue and in conflict with the proposed road improvements.
- Sanitary sewer design is not included in this scope.

Scope of Services

1. PROJECT MANGEMENT

a. Provide Project Administration and Controls

- i. Prepare subconsultant agreements and task orders, review invoices, etc.
- ii. Prepare and submit a monthly invoice package, which shall include the Engineer's invoice and a project development status update.
- iii. Project development/progress meetings with project team and Client
- iv. Coordinate and communicate with project team and subconsultants.
- v. Coordinate and communicate with project stakeholders including Client, TxDOT, City of College Station, utility providers, project team and other stakeholders
- vi. Develop and maintain project development schedule.
- vii. Quality Control and Quality Assurance (QC/QA) of all submittals.

b. Attend project coordination meetings with the City of College Station. Prepare and submit a meeting agenda prior to each meeting and submit draft meeting notes for the City's review and approval following each meeting. The meetings shall include the following:

- i. Initial Kick-off Meeting
- ii. Project Planning and coordination meetings with College Station
- iii. Project Planning and coordination meetings with TxDOT
- iv. Schematic coordination meetings that include schematic status review meetings
- v. Utility Coordination Meetings

2. SURVEYING

a. Topographic Surveying

- i. Additional topographic survey information will be collected within the right-of-way along Creek Meadows Boulevard from Victoria Avenue to E. Beaver Creek Drive.
- ii. Locate existing drainage system details of ditches, culverts, storm sewers, and outfall flow lines.
- iii. Locate all visible improvements such as fences, driveways, retaining walls, landscape areas, sidewalks, impervious surfaces, etc.



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Scope of Services  
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- iv. Locate visible utilities including manholes (with invert information), water valves, water meters, fire hydrants, telephone pedestals, power poles, down conduits, gas line markers, etc.
- v. Conduct an 811 utility locate (a public service) and provide horizontal locations of underground utilities as marked.
- vi. Provide 1-foot contours as based on data collected on a 100-foot topographic survey grid.
- vii. Provide size, type and location of all trees.
- viii. Perform ROW verification of Creek Meadow Boulevard within project site and indicate on topographic survey deliverable.
- ix. All topographic surveying will be within public right-of-way.

b. ROW Acquisition Parcel Exhibits

- i. Perform boundary surveys for acquisition of ROW Parcels on a per parcel basis.
- ii. Prepare legal descriptions and exhibits for proposed ROW acquisitions. The Lump Sum fee is estimated as the following 12 tracts at \$2,000 per parcel:
  - 1. Viento Properties, LLC
  - 2. Wellborn Special Utility District Brazos County
  - 3. Wellborn Community Center Inc.
  - 4. Peach Creek Rental LTD & Scott Elliott
  - 5. Atmos Energy
  - 6. Palmisano Martial Arts, LLC
  - 7. Creek Meadows Partners LP
  - 8. Creek Meadows Homeowners Association
  - 9. Edward Ling
  - 10. Homeowners Association of Castlegate II Inc.
  - 11. Antique Investments, LLC
  - 12. Gordan Cantrell
- iii. ROW acquisition and negotiation to be provided by the City.
- iv. Title reports to be provided by the City.

3. PRELIMINARY ENGINEERING

a. Drainage Analysis and Design

- i. Utilize previously calculated H&H data from the Preliminary Engineering Report for Victoria Avenue and update based on the desired direction of the City of College Station. Due to limitations of downstream storm water infrastructure, the proposed drainage system of Victoria Avenue is intended to be a combination of roadside ditch and storm drain due to limited depth. The analysis and improvements will be for Victoria Avenue from FM 2154 to Woodlake Drive.
- ii. The previously submitted PER will be updated to reflect the current design concept in terms of the drainage infrastructure and system and roadway design. The proposed system will be sized including analyzing the downstream inlet and system at Creek Meadows Boulevard and Beaver Creek Drive.
- iii. It is anticipated that additional excavation and drainage improvements will be required along the entrance to Creek Meadows Boulevard to accommodate the slight increase of runoff due to the roadway drainage system. The improvements will include additional grading and storage due to the limited downstream capacity or the grate inlet at Beaver Creek Drive. Other potential improvements

EXHIBIT "A"  
Scope of Services  
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- could include additional storage within the Creek Meadows ROW and median. Analysis of the FM 2154 roadside ditch system will be included to document existing and proposed runoff along this part of the project.
- iv. Utilizing XP-Storm, WinStorm or some combination, the proposed roadway drainage system will be sized to convey the 25-year within the ditch or conduit and 100-year within the ROW where possible per the current BCS Unified Design Guidelines. The grate inlet at Beaver Creek Drive will be analyzed to determine its existing capacity to aid in the design of any required detention / mitigation.
  - v. Proposed drainage area maps, calculations, and output will be summarized on proposed sheets within the proposed plan set.
  - vi. Provide updated calculations, output, tables, appendices, and exhibits within a revised PER.
  - vii. H&H analysis will utilize previously prepared data as part of the original PER including the use of Pre-Atlas 14 Rainfall amounts.
  - viii. Proposed analysis will analyze one (1) alternative for detention/mitigation at the Creek Meadows Boulevard and Beaver Creek Drive area and grate inlet.
  - ix. Grate Inlet at Beaver Creek Drive will be checked to confirm capacity and size required mitigation based on this capacity and hydraulic grade line. The current design plans indicate approximately 81 cfs per the approved drainage report and subdivision plans prepared by Rabon Metcalf Engineering, no downstream analysis of the Creek Meadows storm sewer or detention ponds are proposed.
  - x. Tailwater conditions at the Beaver Creek Drive inlet will be based on available data prepared by Rabon Metcalf Engineering for the Creek Meadows Subdivision.
- b. Traffic Engineering
- i. Develop conceptual plan view alignment options for a Roundabout at Victoria Avenue at Creek Meadow Boulevard intersection in accordance with the City of College Station. Jones |Carter will incorporate sidewalks, desired roadway widths and show where additional ROW will be necessary.
  - ii. Perform Vehicle Tracking, Fastest Path and Sight Distance Analysis at the roundabouts at Woodlake Drive and Creek Meadow Boulevard. Jones |Carter will perform Vehicle Tracking Analysis at the intersection of FM 2154 and Victoria Avenue.
  - iii. The results will be summarized in a report along with any recommendations.
- c. Geotechnical Investigation
- i. Perform geotechnical investigation for the project including up to 10 borings along Victoria Avenue, Old Royder Road, and Creek Meadows Boulevard.
  - ii. Provide a Geotechnical Report summarizing the test results of the soil borings, report any ground water findings, and provide project specific recommendations for the roadway stabilization, pavement section, and utility trench excavations.
- d. Subsurface Utility Engineering (SUE Level "A")
- i. Provide third-party utility locating service to locate and mark waterlines and gas lines in specified locations determined by the project engineer.
  - ii. Provide horizontal and vertical data for the utility location. All Subsurface Utility Engineering (SUE) work shall be in accordance with the quality level definitions found in the ASCE Standard ASCE 38-02.

EXHIBIT "A"  
Scope of Services  
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- iii. It is estimated that 12 potholes will be needed. The lump sum fee for potholing is \$3,800 per day with an estimate of 4 potholes per day.

4. DESIGN PHASE

a. General Design

- i. Prepare PS&E design details in accordance with the latest City of College Station policies and details. Cover Sheet, Index, General Notes, Bid Schedule, and Technical Specifications.

b. Removal Plans

- i. Prepare layouts to delineate and quantify the limits of removals for pavement, drainage, and miscellaneous items.
- ii. Calculate quantities.

c. Roadway and Drainage Plans

- i. Prepare typical sections, horizontal alignment sheets, quantities, roadway plan & profile drawings, sidewalks, storm sewer, and standard details.
- ii. Perform grading design of cross sections, intersections and driveways.
- iii. Prepare the various roadway plans and details required for PS&E development and deliverables including typical sections, project layout, plan and profile sheets, intersection and driveway details, etc.
- iv. Establish limits of construction to establish and confirm ROW needs.
- v. Develop necessary hydrologic and hydraulic data sheets: Drainage Area Map, Hydrology and Hydraulic Design Data.
- vi. Assemble pertinent standard sheets and details.
- vii. Calculate quantities.

d. Erosion Control Plan

- i. Prepare base map for the limits of the project along with standard details for the contractor to utilize in his preparation of the Storm Water Pollution Prevention Plan.
- ii. Assemble pertinent standard sheets and details.
- iii. Calculate quantities.

e. Traffic Control Plans (TCP)

- i. Prepare a TCP to include all geometry required to facilitate the movement of vehicles through the work zone at a reduced speed limit as well as work zone typical sections, lane markings, and standard details.
- ii. Provide Sequence of Construction and standards and general notes.
- iii. Assemble pertinent standard sheets and details.
- iv. Calculate quantities.

f. Signing & Pavement Markings

- i. Perform design to establish required pavement markings and signing.
- ii. Develop the various plans and details required for PS&E development and deliverables.
- iii. Assemble pertinent standard sheets and details.

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- iv. Calculate Quantities.
  - v. Not traffic signal services are included.
- g. Waterline Relocation Plans
- i. Waterline improvements involve replacing waterlines crossing perpendicular to Victoria Avenue including 1-4" line at Wellborn Road, 1-8" line at Live Oak Street, 1-12" line at Royder Road, 1 -16" line near Gus Roy Road and 1-10" line at Woodlake Drive. No relocation of waterlines parallel to Victoria Avenue are included in this scope.
  - ii. Assemble pertinent standard sheets and details.
  - iii. Calculate quantities.
  - iv. Utility flow analysis, line sizing, etc. is not included in this project scope.
- h. Streetlight Design
- i. Provide Plans and Specifications for streetlight design along Victoria Avenue from Woodlake Drive to Wellborn Road.
  - ii. Streetlight design will be based on the City of College Station LED streetlighting standards.
  - iii. Streetlights may be placed on existing electric distribution poles or new steel streetlight poles in the right-of-way.
  - iv. Streetlighting material specifications will utilize the City of College Station standards for streetlight poles, LED luminaries, and conduit placement.
  - v. Electric circuits to serve the streetlights will be shown on the design utilizing a BTU streetlight controller serving the lighting circuits. BTU will furnish the point of service for the lighting circuits.
  - vi. Calculate quantities.
- i. TxDOT Coordination
- i. Attend kick off meeting with the City and TxDOT. Submit plans to the City who will in turn submit to TxDOT for reviews and address any comments received from TxDOT.
- j. Submittals
- i. 30% design submittal including the following pdf files:
    - a. Drawings (2 copies 11x17)
    - b. Opinion of probable construction cost
  - ii. 60% design submittal including the following pdf files:
    - a. Drawings (2 copies 11x17)
    - b. Technical specifications
    - c. Opinion of probable construction cost
  - iii. 90% and Final design submittal including the following pdf files:
    - a. Drawings (2 copies 11x17)
    - b. Technical specifications
    - c. Opinion of probable construction cost
    - d. Bid Schedule

EXHIBIT "A"  
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5. BID/CONSTRUCTION PHASE

- a. The compensation for all Bid/Construction Phase services is estimated and will be invoiced based on hourly effort for each task.
- b. Bidding Phase Services
  - i. Issue Addenda (up to 3) as appropriate to clarify, correct, or change the contract documents.
  - ii. Attend the Pre-bid meeting.
- c. Construction Phase Engineering Services
  - i. Provide a digital copy of conformed construction drawings and specifications, incorporating applicable addenda if applicable.
  - ii. Attend the Pre-Construction meeting.
  - iii. Attend bi-weekly construction progress meetings.
  - iv. Perform monthly visits to observe progress and quality of work including the final punch list meeting with meeting minutes.
  - v. Review shop drawings, submittals, RFI's, and test results.
  - vi. Construction duration of 10 months is estimated.
- d. Field Project Representation
  - i. Not included in this scope.
- e. Record Drawings
  - i. Produce Record Drawings based on redline as-built drawings provided by the contractor. Provide 1 digital copy in AutoCAD and PDF format.
- f. Construction Material Testing
  - i. Construction materials testing and reporting will be provided to verify and document construction compliance with the contract documents for earthwork and cast-in-place concrete. The compensation is estimated from our sub-consultant based on similar projects and will be invoiced based on sub-consultant invoice plus 10% markup.

Other Project & Scope Assumptions

1. Services resulting from changes after 60% approval in the general project scope, extent or character of the project or scope of work, and revising previously accepted studies, reports, design documents, or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond the Engineer's control shall be considered additional services and not included herein.
2. No Structural design services are included.
3. Construction administration and inspection services are not included.
4. Any other services not specifically stated within this scope of work shall be considered additional services including TxDOT or other agency requirements.
5. All topographic surveying will be within public right-of-way. This proposal does not include obtaining rights of entry onto private land.
6. A donation agreement, environmental study, and stormwater detention are not expected to be required by TxDOT and are therefore not included in the project scope.