

AMENDMENT NO. 3

**TO THE PROFESSIONAL SERVICES AGREEMENT
SITE ENVIRONMENTAL/ENGINEERING SERVICES FOR
CAPITOL COMPLEX AND NORTH AUSTIN COMPLEX PROJECTS
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
COBB FENDLEY & ASSOCIATES, INC.**

This Amendment No. 3 to the Professional Services Agreement for Site Environmental/Engineering Services (hereinafter referred to as “Amendment No. 3”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in UGC, Section 1.28), and Cobb Fendley & Associates Inc. (hereinafter referred to as “SSE”), with its principal place of business located at 505 East Huntland Drive, Suite 100, Austin, Texas 78752 (hereinafter referred to collectively as the “parties”), to amend the original Professional Services Agreement between the Parties, as amended.

RECITALS

WHEREAS, on June 1, 2016, the parties entered into that one certain *Professional Services Agreement for Site Environmental/Engineering Services for Capitol Complex and North Austin Complex Projects Between the Texas Facilities Commission and Cobb Fendley & Associates, Inc.* (hereinafter referred to as the “Agreement”); and

WHEREAS, the parties have entered into Amendment No. 1 dated October 25, 2016, and Amendment No. 2 dated November 17, 2016; and

WHEREAS, the parties now desire to enter into Amendment No. 3 for the purpose of providing for further Additional Services and Fees as more particularly described below;

NOW THEREFORE, the Parties hereby agree as follows:

1. Unless clearly provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initial caps in the Agreement.

2. The parties agree to modify ARTICLE II – DESCRIPTION OF PROJECTS AND SCOPE OF SERVICES by adding Section 2.2.10, which shall read in its entirety as follows:

“2.2.10. Excavation Design Services for the Capitol Complex. SSE agrees to provide the professional Engineer of Record services (hereinafter referred to as “EOR”) described below and more particularly set forth in “Exhibit A-3,” SSE’s Proposal and Fee Schedule dated May 2, 2017, attached hereto and incorporated herein for all purposes.

2.2.10.1. SSE shall provide professional engineering services for the preparation of bidding, permitting and Construction Documents for excavations and shoring for below-grade structures and parking within the Capitol Complex Sites as set forth in Section 2.1.2.1 of the Agreement.

2.2.10.1.1 Provide the project management support for the Engineer of Record for excavation design services as set forth in Exhibit A-3.

2.2.10.1.2. Develop the 3D model of existing utilities in the immediate area surrounding the excavations for use during tie back design.

2.2.10.1.3. Provide permitting and permit consulting services for excavation at the Capitol Complex Sites as set forth in Section 2.1.2 of the Agreement.

2.2.10.1.4 Provide geotechnical engineering review, retention system design review and evaluation for structure instrumentation and monitoring specifications. Review monitoring data until the last structure reaches ground level.

2.2.10.1.5. Provide administrative and contract management for the EOR excavation design team kick-off meeting, schedule development, and restoration of State of Texas Parking Lot 7 archeological test excavations.

2.2.10.2. Provide design, construction administration, project management and permitting services to relocate wastewater utility from the center of Lot 7 at 1801 Congress Avenue.

2.2.10.3. Assist Construction Manager-at-Risk and Construction Manager-Agent with Project Bidding.

2.2.10.4. Provide construction administration and observation assistance to TFC.

2.2.10.5. Conduct assistance with archeological testing for State of Texas Parking Lot #7 at 1801 Congress Avenue, preparing draft and final application for a Texas Antiquities Permit for submission to the Texas Historical Commission as set forth in Section 2.2.3 of the Agreement.

2.2.10.6. Identify all potential conflicted cable plant and related infrastructure for the Greater Austin Area Telecommunications Network ("GAATN) and each of its entities that could potentially be affected/impacted, including identification of any cable-plant as well as any pathway infrastructure."

3. The parties agree to modify ARTICLE III – TERM AND TERMINATION, to add Section 3.3. Duration, Amendment No. 3, as follows:

“3.3 Duration. This Amendment No. 3 shall be effective as of the date of the last party to sign and shall terminate on June 30, 2019, unless extended by the parties by amendment to this Agreement or terminated, earlier, as provided in Section 3.2.”

4. The parties agree to modify ARTICLE IV – CONSIDERATION; PAYMENT CONDITIONS, SECTION 4.1 – CONTRACT LIMIT – FEES AND EXPENSES, SUBSECTION 4.1.1 – FIXED FEE, by reflecting additional compensation to the SSE for services provided under this Amendment No. 3 in the amount of Two Million Two Hundred Sixty Thousand Seven Hundred Thirty Six and No/100 Dollars (\$2,260,736.00), thus increasing the total amount from Three Million Five Hundred Sixty Nine Thousand Seven Hundred Fifty Eight and No/100 Dollars (\$3,569,758.00), to a total not to exceed amount of Five Million Eight Hundred Thirty Thousand Four Hundred Ninety Four and No/100 Dollars (\$5,830,494.00).

5. The parties agree to modify ARTICLE X - INSURANCE, SECTION 10.2 – Required Insurance Coverages, by removing the "Exhibit M," *Owner's Requirements of Insurance*, attached to the original agreement and replacing it with "Exhibit M," *Owner's Revised Requirements of Insurance* attached hereto and incorporated herein for all purposes.

6. All other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

TEXAS FACILITIES COMMISSION

COBB FENDLEY & ASSOCIATES, INC.

By: [Signature]
Harvey Hilderbran

By: [Signature]
Dan Warth, P.E.

Executive Director

Regional Manager, Central Texas

Date of execution: 5-10-17

Date of execution: 5.10.17

G.C. [Signature]

Dir. [Signature]

D.E.D. [Signature]

TFC CONTRACT NO. 16-101-000

AMENDMENT NO. 3

EXHIBIT A-3

SSE'S PROPOSAL & FEE SCHEDULE DATED MAY 2, 2017



May 2, 2017

Janie Gribble, AIA, LEED AP
Sr. Project Manager
Texas Facilities Commission - Facilities Design & Construction
1711 San Jacinto Boulevard
Austin, Texas 78701

RE: **TFC Project 16-015-8000 – Capitol Complex – EOR Excavation Design Package Services**

Dear Ms. Gribble:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to submit this proposal for the Engineer of Record (EOR) Excavation Design Package for the Capitol Complex.

The estimated fee for the EOR Excavation Package is provided in Attachment 1.

The scope and assumption details for the EOR Excavation Package services are described in Attachment 2. The following scopes of service are included:

- Project Management (CobbFendley)
- Wastewater Utility Relocation (CobbFendley)
- Archeological Testing for 1801 Congress Avenue Parking Lot (Cox|McLain Environmental Consulting, Inc.)
- GAATN Design (BryComm, LLC)
- EOR Excavation Design (Brierley Associates)
- City of Austin Permitting (MWM DesignGroup, Inc.)
- Technical Review and Monitoring Support (Balcones Geotechnical)

Attachment 3 contains the rate sheets for the allowance line item services.

CobbFendley conducted a good faith effort to identify a deep excavation engineering HUB for this effort. No firm was identified with prior project experience that was similar in size and complexity to the Capitol Complex excavation project. The HUB participation for the EOR Excavation Design Package for the Capitol Complex services is approximately 9.04%. The overall participation for all amendments to this contract is 19.85%. (Prior to this amendment, HUB participation was 26.7%.)

We anticipate beginning work 10 days after notice to proceed (NTP). We will develop an integrated schedule for the Excavation Package effort in conjunction with the Master Architect, Construction Manager Agent (CMA), and Construction Manager-at-Risk (CMR).

We look forward to implementing these important support activities on these very significant projects for TFC. These projects will transform the Capitol Complex and we are pleased to be working with the TFC.

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Dan Warth".

Dan Warth, P.E.
Project Principal | Vice President



ATTACHMENT 1: EOR Excavation Design Package Proposed Fee

TFC - Site Services Engineer	
EOR Excavation Design Package - Capitol Complex	
Project Management	\$349,988.00
Project Management (April 2017 through December 2018)	\$228,475.00
Project Management (Allowance for 6 months)	\$68,543.00
3D Model for the Tie Back Analysis	\$52,970.00
Wastewater Relocation	\$77,673.00
Data Development	\$4,456.00
Design	\$61,171.00
Bid Support	\$5,181.00
Construction Phase Services	\$6,866.00
Archeological Testing - 1801 Congress Block	\$114,335.00
Field Testing and Reporting	\$84,335.00
Lot 7 Restoration (Allowance)	\$30,000.00
GAATN Design	\$26,452.00
Design Level 3	\$5,280.00
HC-OSP-003 (Field & Design)	\$3,840.00
Design Level 1	\$5,220.00
Sr. Consultant - RCDD	\$7,800.00
UC-OSP-102 (Traffic Control - Intermediate)	\$4,312.00
Engineer of Record - Excavation Design Engineer	\$1,286,800.00
Phase I - A 65% Concept Design - Lot 7	\$116,000.00
Phase I - A Issued for Permit - Lot 7	\$101,000.00
Phase I - A 100% IFC Design - Lot 7	\$101,000.00
Phase I - B 65% Concept Design - Lot 2	\$111,000.00
Phase I - Issued for Permit - Lot 2	\$101,000.00
Phase I - B IFC Design - Lot 2	\$101,000.00
Phase I - C 65% Concept Design - Congress Ave	\$111,000.00
Phase I - Issued for Permit - Congress Ave	\$106,000.00
Phase I - C IFC Design - Congress Ave	\$106,000.00
Excavation Support Field Observation 2017-2018 (18 months)	\$223,300.00
Excavation Support Field Observation 2019+ (Allowance - 6 months)	\$79,500.00
Blasting Consulting (Allowance)	\$30,000.00
City of Austin Permitting	\$120,028.00
Excavation Lot 7 WW Line relocate AULCC process	\$9,910.00
General Permit WW relocate	\$11,759.00
Lot 7 Site Development Permit	\$15,035.00
Excavation Lot 7 Tie Back LA	\$18,798.00
Excavation Lot 2 Tie Back LA	\$18,798.00
Lot 2 Site Development Permit	\$13,465.00
Excavation Congress Tie Back LA	\$18,798.00
Congress Site Development Permit	\$13,465.00
Technical Review and Monitoring Support	\$275,460.00
Internal QA/QC	\$66,800.00
Monitoring System Criteria and Specifications	\$19,340.00
System Installation Verification	\$11,350.00
Weekly Data Review (18 months)	\$72,580.00
Monthly System Verification (18 months)	\$21,550.00
Allowance: Deviation Alarm Response (Minor)	\$14,450.00
Allowance: Deviation Alarm Response (Major)	\$30,420.00
Allowance: Additional 6 Months of Data Review & Verification	\$38,970.00
Reimbursable Expenses	\$10,000.00
Insurance Costs	\$0.00
CobbFendley (Insurance will be covered in the EOR Utilities Package)	\$0.00
Cox McLain (No additional coverage beyond standard company coverage required)	\$0.00
BryComm (No additional coverage beyond standard company coverage required)	\$0.00
Brierley (Insurance will be covered in the EOR Utilities Package)	\$0.00
MWM Design Group (No additional coverage beyond standard company coverage required)	\$0.00
Balcones (Insurance will be covered in the EOR Utilities Package)	\$0.00
Total	\$2,260,736.00
Allowance Subtotal	\$291,883.00

Note 1: Project specific insurance for this amendment is included in the EOR Utilities Package amendment.



ATTACHMENT 2

**Scope of Services for the EOR Excavation Design Package at the Capitol Complex
(CapCom)**



Scope of Services for the EOR Excavation Design Package at the Capitol Complex

This Scope of Work is for providing the Professional Engineering Services for the Texas Facilities Commission (TFC) for the preparation of bidding, permitting and construction documents for excavations and shoring for below-grade structures and parking within the Capitol Complex in Austin, Texas. The properties can be described more specifically as follows:

Capitol Complex Excavation Project Locations

- a. State of Texas Parking Lot #7 (across from the Texas State History Museum): One full block bounded by North Congress Avenue, Martin Luther King, Jr. Boulevard, Brazos Street, and 18th Street. There is a twelve (12) inch sanitary sewer line running north-south at the approximate center of this lot that must be relocated prior to excavation.
- b. State of Texas Parking Lot #2 (directly west of the Lyndon B. Johnson (LBJ) Building): One half block bounded by North Congress Avenue, 17th Street, the LBJ Building, and 16th Street.
- c. North Congress Avenue Right of Way extending from Martin Luther King, Jr. Boulevard to 16th Street.

Excavation Phasing for the Project

The Project will be phased as follows to allow relocation of existing utilities in the path of excavation:

- a. Phase 1 shall consist of relocation of the wastewater line in Parking Lot #7, and the excavation of this lot.
- b. Phase 2 shall consist of excavation under Parking Lot #2.
- c. Phase 3 shall consist of excavation under Congress Avenue and excavation for the parking garage entry and exit ramps of 17th Street on both sides of Congress.
- d. Work for Phases 2 and 3 are to be coordinated with utility relocation work in these areas that will be performed by others.

**Project Management
Cobb, Fendley & Associates, Inc.**

SCOPE

Project Management support for the EOR Excavation Design Package will be from April 2017 through December 2018 (20 months).

CobbFendley will develop the 3D Model of existing utilities in the immediate area surrounding the excavations for use during the tie back design by Brierley.

Minor efforts for administrative/contractual management of the team, kick-off meeting, schedule development, restoration of Lot 7 archeological test excavations, etc. (34 hours total for the team).

Meetings to include the following:

1. Monthly project status meetings for the EOR Excavation Design Package team (20 months – with 600 hours for the team to develop agendas/minutes, maintain the schedule, prepare materials and participate in the meetings)
2. Weekly Master Architect/CM Agent meetings (20 months, 4.5 meetings per month and 2 hours to participate/attend the meetings with some additional hours for limited material preparation before the meeting)



**Wastewater Utility Relocation
Cobb, Fendley & Associates, Inc.**

SCOPE

The scope of work for CobbFendley to relocate the 12-inch wastewater utility from 1801 Congress Avenue is presented in this section.

Design Phase

Engineering scope of services for the wastewater relocation task include the following:

1. Data Development
 - a. Create a baseline file using the information from the Package 2 Utilities Concept Design for the wastewater utility, the existing utilities as-built files, and Level B information.
 - b. Gather and analyze data including electronic base file creation and City of Austin records research.
 - c. Coordination meeting with AWU regarding relocation, potential issues, and future plans in the area (if any).
 - d. Preliminary 30% layout of wastewater relocation in ACAD Civil3D and submit to the AWU.
2. Relocation Design Construction Drawings and Specifications will consist of the following:
 - a. Cover Sheet – 1 sheet to City of Austin General Permit Standards
 - b. General Notes Sheet – 1 sheet with the most recent AWU Standard Notes
 - c. Wastewater Relocation Layout – 1 sheet showing project location and extents
 - d. AWU Grid Map Sheet – 1 map containing the AWU Grid map for wastewater lines in the area
 - e. Plan and Profiles – assumes ~600 linear feet of Wastewater Line plan and profile sheets
 - f. Details – Prepare required wastewater utility detail sheets to the City of Austin standards
 - g. Traffic Control Plan and Details – CobbFendley will coordinate with the CMR on the Traffic Control Plan associated with the construction of the project
 - h. Design Calculations – CobbFendley will work with the City of Austin on the sizing (diameter) for the relocated wastewater line
 - i. Technical Specifications – CobbFendley will assemble standard technical specifications for the construction of the project. CobbFendley will work with TFC, the Master Architect, CMAgent, and CMR, and AWU on the front end documents for the use in bidding and constructing the project. A table of contents will be issued at 60% and a full set of technical specifications will be issued at 90% and 100%.
 - j. Quantity take-off – Will be performed to prepare a bid for. A quantity take-off will be performed at 30%, 60%, 90% and 100% submittals to support cost estimate development.
 - k. Cost Estimate – CobbFendley will coordinate with the CMR on the opinion of probable construction cost for the utility design elements for the 60% (+/- 15%), 90% (+/- 10%) and 100% (+/- 5%) submittals
3. QA/QC. CobbFendley will perform internal quality control reviews on the utility plans and specifications prior to each submittal to City of Austin.
4. Prepare 4 submittal packages. CobbFendley will assemble plans and specifications and submit to the City of Austin to review. This proposal assumes there will be a 30%, 60%, 90% and 100% Final Bid Set submittal. We will provide three (3) sets of 22"x34" size plans and specifications for each submittal.
5. Respond to TFC, Master Architect, CMAgent and CMR comments. CobbFendley will review comments provided by City of Austin and review agencies and prepare a written response to the comments for inclusion with the subsequent submittal.
6. AULCC coordination. CobbFendley will meet with the AULCC for a total of 3 times for their coordination in the approval of the project.
7. Permitting support will be performed by MWM DesignGroup.



Bid Phase

CobbFendley will assist in the bidding of the project, with the assumption that the CMR, or CMAgent, will engage a bidding assistance center for the distribution and management of plans during bid phase. Distribution of plans and maintenance of plan holders list is not included in this proposal. Support during the bid phase will include:

1. Respond to contractor's questions during bidding process
2. Attend pre-bid conference and prepare the meeting agenda and minutes
3. Prepare addenda (assume 1) to address contractor questions
4. Review bid tabs
5. Review contractor recommendation

Construction Phase Services

CobbFendley will provide limited construction administration and observation assistance to TFC. This proposal does not include inspection services. This proposal assumes construction duration of two (2) months. Below is a scope of services for the construction phase services:

1. Review project submittals/shop drawings. CobbFendley will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an additional service and at the Contractor's expense, as will be written in the contract documents. This proposal assumes 10 submittals.
2. Respond to Requests for Information (RFI). CobbFendley will coordinate with City of Austin and Contractor on RFIs and respond with clarifications as needed. This proposal assumes one (1) RFI.
3. Change Orders. CobbFendley will assist TFC in negotiation and preparation of change order documents, should they be necessary. This proposal assumes one (1) change order.
4. Record Drawings. CobbFendley will prepare a set of record drawings based on Contractor's redlines in the field.

ASSUMPTIONS

1. Meetings include the following:
 - a. 1 kick-off meeting that includes one representative
 - b. 2 internal team calls with the assumption that this phase will be no longer than one month
 - c. 1 Tech Memo Comment review meeting to address comments (2 hours in duration)
 - d. 1 meeting with Austin Water Utility (AWU) regarding 12" wastewater line relocation
2. The proposed wastewater alignment will consist of routing the wastewater east on MLK Blvd to Brazos, then south along Brazos Street to connect to an existing 15" wastewater line at 18th Street. The approximate distance is 600 linear feet of proposed wastewater, which is 2 plan and profile sheets. If an alternate alignment is selected or more than 2 plan and profile sheets are required, then this will be considered additional services.
3. The AWU requires visual manhole inspection to verify if manholes currently in service need to be replaced. This proposal assumes 3 manholes to be visually inspected and the appropriate form filled out.
4. A general permit will be required for the installation of the wastewater line. If a site plan permit application is required, this will be considered additional services.
5. CobbFendley will work with TFC, the Master Architect, CMAgent, CMR, and AWU to develop Front End Contract documents to be included for bidding and constructing the project.



**Archeological Testing for 1801 Congress Avenue Parking Lot
Cox|McLain Environmental Consulting, Inc.**

SCOPE

Cox|McLain Environmental Consulting (CMEC) staff will carry out archeological field investigations as described in a letter from Mark Denton of the Texas Historical Commission (THC) dated February 13, 2017.

1. CMEC archeologists will prepare an application for a Texas Antiquities Permit to be reviewed and signed by the TFC and submitted to the THC for review. The area of potential effects (APE) for the permit consists of the block bounded by Congress Avenue, Brazos Street, 18th Street, and East Martin Luther King Jr. Boulevard (variously designated as Area A and Block 50 in previous communications to and from the THC). It is anticipated that the permit will be structured to cover both intensive survey (i.e., finding sites and basic recordation) and limited testing (i.e., conducting controlled excavations to characterize the discovered sites' eligibility for State Antiquities Landmark [SAL] status).
2. CMEC archeologists and Geographic Information Systems (GIS) staff will prepare equipment, field maps, and recordation systems for fieldwork.
3. Field Investigations
 - a. CMEC archeologists (2 total: 1 senior, 1 mid-level) will support THC staff, led by Tiffany Osburn, in order to conduct a ground-penetrating radar (GPR) survey of targeted areas within the Area A block in an attempt to locate foundations from buildings noted on historic maps. Two full work days are included for this effort.
 - b. CMEC archeologists will supervise mechanical scraping/trenching at hypothesized locations of buildings noted on historic maps and will excavate by hand up to 10 1-x-1-meter (or equivalent) controlled test units in 10-centimeter levels, most likely following deposits or features exposed in trench walls or floors. Note that this subtask includes mechanical removal of additional material to create Occupational Safety and Health Administration (OSHA)-required safety benching where applicable. Three work weeks (including two weeks of mechanical excavation) with three staff members (1 mid-level, 2 technicians) are included for this effort, with 1 senior-level (Principal Investigator) staff on site for 1 week of the excavations. CMEC assumes limited collection of artifacts (up to 1,000 diagnostics, primarily small items such as buttons, glass, and ceramics) and assumes that non individually-diagnostic bulk cultural materials (e.g., brick fragments, stone masonry fragments, etc.) would be examined for maker's marks, weighed, and discarded on site in consultation with THC.
4. CMEC cultural resources staff will perform limited analysis of recovered materials and prepare a draft report of findings. The reporting effort includes a week of time by a CMEC historian to perform additional targeted archival research to follow up on previous intensive archival work and expand on historic themes identified by the THC. This phase includes TFC review, CMEC response to TFC comments, and submittal to the THC, and CMEC response to up to two rounds of THC comments and/or requests for more information, provided that generating the requested information does not require archival or fieldwork not scoped here.
5. Once the draft report is approved by the THC, CMEC staff will prepare a final report for archival submittal and will process project documents and diagnostic artifacts for permanent curation at an approved repository, assumed to be Texas Archeological Research Laboratory (TARL) due to its proximity. This subtask includes distribution of final reports to 11 repositories around the state and closure of the survey/testing-level Antiquities Permit.

Deliverables

CMEC prepared archeological and historic resources coordination letters and intensive archival research per THC instructions during previous phases. Deliverables for these additional Part 3 services will be draft and final Antiquities Permit applications for TFC signature and coordination with the THC and draft and final reports describing and interpreting archeological findings.



**Backfilling of the Archeological Test Excavations
Cobb, Fendley & Associates, Inc.**

SCOPE

CobbFendley will provide limited construction administration and observation assistance for the backfilling of the archeological excavations on 1801 Congress Avenue as described in this scope of work. A contractor will complete backfilling of the archeological test excavations. CobbFendley will manage the contractor to restore the parking lot. The excavations will be filled with materials that will allow cars to park on the surface. The materials used will depend on the depth of the excavations and will not necessarily be "hot mix". The assumption is that there will be 10 excavations (each 2 yards wide, 10 yards long and 1 yard deep for a total of 200 yards). There may need to be 10 trucks individually over a few weeks with a lot of handwork. For the allowance we assumed \$150 per cubic yard for an allowance line item of \$30,000. Once this work begins, individual allowance requests will be submitted based on estimates from contractors and actual invoice amounts will be billed.

EOR Excavation Design Package
Scope of Services
May 2, 2017



**GAATN Design
BryComm, LLC**

SCOPE

BryComm, LLC estimated a month will be adequate to do all necessary surveying and investigating to identify all potential conflicted cable plant and related infrastructure for GAATN and each of its entities that could potentially be affected/impacted including DIR. This includes identifying any cable-plant (Copper, Coax & Fiber) as well as any pathway infrastructure such as conduits, innerducts, man-holes, duct-banks, poles, etc. We estimate the majority of the costs will be associated with the labor to perform the tasks, but will potentially have other costs such as lane/road closures and associated permitting for accessing man-holes, etc. We have based our quantity on what we think it will take, so this number is a fairly accurate budget; we will only bill for hours/expenses actually incurred. Likewise, if it takes longer, we will let you know ahead of time so we can discuss; hopefully that won't be the case but considering we don't exactly know what's out there, it's hard to come up with a 100% accurate estimate, and there are items out of our control that we will have to work with such as coordinating access to various sites and possible escorts, etc. The pricing we've used is our newest contract pricing that we have established in our DIR contract with the State.

The fee for this work utilizes BryComm's DIR (DIR-TSO-3698) pricing.

**EOR Excavation Design
Brierley Associates****SCOPE**

These services will be for the excavation design portion of Phase I of the Texas Capitol Master Plan.

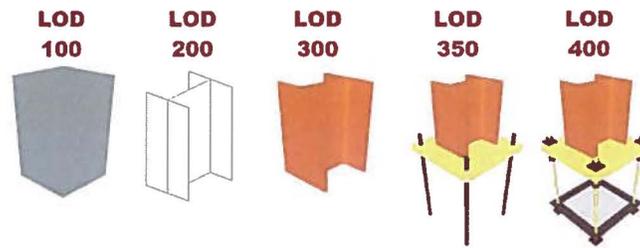
Design Deliverables

- Brierley will furnish design submittals at the 65%, 95% (Issued for Permitting) and 100% (Issued for Construction) levels for Phases A, B, & C within the overall Phase I (9 submittals overall). The 95% and 100% packages will be sealed by Professional Engineers registered in the state of Texas.
- Brierley will also include an electronic Building Information Modeling ("BIM") model (as noted below) for the project with the 100% submittals.

ASSUMPTIONS

1. Scope of work has been developed based on our understanding of deep excavation engineer of record scope of services document, Package 1 Excavation 95% Concept Design (dated February 2, 2017) and discussions with CobbFendley/TFC. Excavation support includes complete design of all structural and geotechnical elements (facing, tiebacks, etc.) required for stability during excavation and structure construction. Our limits of responsibility end at the interface of the excavation support system and blindside waterproofing – a smooth shotcrete face is expected to be required for application of the waterproofing. Brierley will not be responsible for design and performance of the waterproofing system or permanent structure wall. If an element of work outside of the excavation support system is not explicitly listed in Brierley's proposed scope of work, pricing has not been included in proposed fee.
2. Final design will proceed generally according to current phasing and be substantially completed by the end of Quarter 2 2018, subject to our current understanding of when information required for design will be made available to us. Significant delays (greater than 180 days) or requested acceleration will be reasonable cause for Brierley to seek additional compensation.
3. Scope under this proposal will be performed as follows:
 - a. Design scope will occur in 2017 and to Quarter 2 2018.
 - b. Construction support scope covered under this proposal will begin in 2017 and continue into 2018. The proposed monthly allowance is based on TFC's requested 1 day per week of field observation, plus time for submittal review, RFI responses & closeout. Full time observation will likely be required for confirmation of design assumptions associated with the rock mass for the protection of the TFC and its consultants. Field observation will allow unexpected conditions that are exposed during the work to be addressed proactively, thereby reducing the potential for contractor claims. The appropriate magnitude of this scope can be considered after the CMR is selected.
 - c. Proposal includes allowances for estimated 2019 construction support scope for CobbFendley/TFC contractual purposes – actual rates and fee for 2019 will be negotiated in Q3 2018.
4. Once permanent structure is cast and cured, excavation support will be abandoned in place; i.e. required service life is approximately 24-36 months.
5. Brierley will be provided electronic copies (PDF or similar) of the as-built record drawings of all adjacent structures by TFC. This information will be used for modeling portions of these existing structures as required for Excavation Support coordination.
6. Brierley will generally comply with AIA E202 BIM standards in developing our contract documents to a BIM 3D level (i.e. cost or schedule loading is not included in model), with the understanding that the Master A/E will serve as BIM Coordinator for the overall effort. Brierley's proposed fee has provided for Level of Detail ("LOD") 300 as an industry standard for BIM modeling/coordination efforts appropriate for this type of work. An example of various LOD is provided below:

EOR Excavation Design Package
 Scope of Services
 May 2, 2017



7. Approximate locations of all required current and future penetrations through the supported excavation face will be in the Coordination Models provided by TFC prior to beginning 65% level deliverable design. Final locations will be confirmed prior to 95% level deliverable design.
8. Areas in proximity to the excavation (as identified on the Excavation Utility Locate Areas sketch dated February 9, 2017 provided by Brierley) will have existing utilities identified by CobbFendley and information regarding type, physical location, alignment, etc. provided to Brierley in a Coordination Model for direct import into Brierley BIM model. Brierley will not independently verify this information.

Exclusions/Limitations

- Geotechnical investigation and exploration of subsurface conditions is being performed by CobbFendley in its role as Site Services Engineer; Brierley will be provided a geotechnical design report prior to beginning design work. Any additional geotechnical data required for design of the excavation support system will be obtained by CobbFendley under this Site Services Engineer contract.
- Brierley will provide a performance specification and review the CMR's proposed monitoring system. The CMR will be responsible for designing, procuring, installing, maintaining and data collection from the system, including any factory technician time required for calibration, etc.
- Documentation of existing conditions is also understood to be the responsibility of the CMR.
- Balcones will assist Brierley's engineering team as part of internal QC/QA of the excavation support design and monitoring system specification. This consultant will be directly contracted to CobbFendley.
- Brierley will provide submittals in electronic format; one 11x17 size hardcopy of submittal drawings will be furnished upon request. CobbFendley or others will be responsible for full size (22x34 or 24x36 size) reproductions of drawings as required for submission to permitting agencies.
- Limits of excavation are such that direct physical underpinning of adjacent structures and/or their foundations will not be required.
- Any environmental assessments, reports and/or permits required for the work being performed are by others.
- Tree mitigation plans and/or permits for any tree removals required by excavation are by others. For trees currently in COA Right-of-Way scheduled to be vacated, it is assumed vacation will occur prior to excavation work or a tree mitigation plan will be developed by others.
- Development of site dewatering plan & obtaining discharge permit (NPDES) are the responsibility of the CMR or others.
- Daily inspection of excavation by OSHA competent person(s) or similar as required to comply with permit and/or local, state, federal regulations is the responsibility of the CMR.
- Field representation is priced based on single 8-hr shift, 1 day per week during normal business hours.
- Traffic Control/SWPPP required for the excavation and/or phasing is by others; field representation for these items is also by others (by the CMR).
- We understand TFC is working with the COA on a Memorandum of Understanding to facilitate a shorter permitting process; however, this process is still in the early stages of development and a final agreement has not been reached at this time. Our proposal assumes the TFC will reach some understanding with the COA to reduce the longer timeframe associated with site development permits. Brierley will make every reasonable effort to assist with obtaining permits expediently, but is not responsible for delays due to permitting agency review and/or approval timelines.



**City of Austin Permitting
MWM DesignGroup, Inc.**

SCOPE

MWM DesignGroup, Inc. shall provide permitting and permit consulting for the excavation part of the project. It is anticipated that the following permit efforts will be required:

Excavation of Lot 7 Wastewater Line relocate AULCC process

1. Prepare AULCC 30% submittal package
2. Submit plans for 30% AULCC review
3. Attend 30% AULCC meeting
4. Update AULCC workbook
5. Coordinate with utilities and team for update
6. Prepare AULCC 60% submittal package
7. Submit plans for 60% AULCC review
8. Attend 60% AULCC meeting
9. Update AULCC workbook
10. Coordinate with utilities for update
11. Prepare AULCC 90% submittal packet
12. Submit plans for 90% AULCC review
13. Attend 90% AULCC meeting
14. Update AULCC workbook
15. Prepare final submittal packet
16. Submit workbook for final approval
17. Administration of project
18. QA/QC
19. Team meetings

Excavation of Lot 7 Wastewater Line relocate General Permit

1. Submit plans to AWU
2. Review/distribute comments
3. Submit U1 to AWU
4. Review/distribute comments
5. Submit U2 to AWU
6. Pick up approved plans
7. Meet with GP coordinator
8. Prepare permit application package
9. Submit 100% plans/GP completeness check
10. Review and distribute comments
11. Assist with comment responses
12. Prepare application packet for formal review
13. Submit 100% plans for GP formal review
14. Review and distribute 1st round comments
15. Assist with 1st comment responses
16. Prepare update 1 packet
17. Submit update 1 packet for review
18. Review and distribute 2nd round comments
19. Assist with 2nd comment responses

EOR Excavation Design Package
Scope of Services
May 2, 2017



20. Prepare update 2 packet
21. Submit update 2 packet for review
22. Assist with informal reviews
23. Pick up approved plans and permit
24. Project administration
25. QA/QC
26. Team meetings

Lot 7 Site Development Permit

1. Team meetings/team coordination
2. Prepare site plan application package
3. Submit 100% plans for completeness check
4. Submit payment for the completeness check
5. Get plans/comments after completeness check
6. Review and distribute comment report
7. Prepare application packet for formal submittal
8. Submit 100% plans for formal submittal
9. Submit payment for the review fees
10. Review and distribute comment report
11. Prepare U1 package for submittal
12. Coordinate with city and team for U1
13. Submit U1 package for review
14. Review and distribute U1 comment report
15. Prepare U2 package for submittal
16. Coordinate with city and team for U2
17. Submit U2 package for review
18. Review and distribute U2 comment report
19. Prepare U3 package for submittal
20. Coordinate with city and team for U3
21. Submit U3 package for review
22. Review and distribute U3 comment report
23. Coordinate informal reviews
24. Coordinate final Mylar set/closeout docs
25. Submit final Mylar set/closeout docs
26. Pick up/copy/distribute approved plans/permit
27. Complete vacation of easement on Lot 7
28. Internal reviews

Excavation of Lot 7 Tie Back License Agreement

1. Prepare app packet for Office of Real Estate Services
2. Prepare submittal for preliminary AULCC review
3. Submit preliminary AULCC packet for review
4. Attend preliminary AULCC meeting
5. Update AULCC workbook
6. Prepare submittal for 30% AULCC review
7. Submit 30% AULCC packet for review
8. Attend 30% AULCC meeting
9. Update AULCC workbook
10. Prepare submittal for 60% AULCC review
11. Submit 60% AULCC packet for review
12. Attend 60% AULCC meeting

EOR Excavation Design Package
Scope of Services
May 2, 2017



13. Update AULCC workbook
14. Prepare submittal for 90% AULCC review
15. Submit 90% AULCC packet for review
16. Attend 90% AULCC meeting
17. Update AULCC workbook
18. Work with team to resolve issues
19. Prepare AULCC closeout for approval letter
20. Submit closeout packet to AULCC
21. Pickup/scan/file/distribute approval letter
22. Send out adjacent property owner notifications
23. Obtain adjacent property owner agreements
24. Prepare packet for AWU tie back review
25. Submit with AWU tie back reviewer
26. Review/distribute comments
27. Prepare update 1 for AWU tie back reviewer
28. Submit update 1 to AWU tie back reviewer
29. Meet for sign off with AWU tie back reviewer
30. Submit LA packet for ORES
31. Review and distribute comments
32. Prepare U1 submittal packet
33. Submit U1 review packet
34. Review and distribute final comments
35. Work with city and team to clear comments
36. Prepare close out docs and paperwork for LA
37. Submit closeout docs and paperwork for LA
38. Pickup/scan/file/distribute license agreement
39. Project Admin
40. QA/QC
41. Team meetings

Excavation of Lot 2 Tie Back License Agreement

1. Prepare app packet for Office of Real Estate Services
2. Prepare submittal for preliminary AULCC review
3. Submit preliminary AULCC packet for review
4. Attend preliminary AULCC meeting
5. Update AULCC workbook
6. Prepare submittal for 30% AULCC review
7. Submit 30% AULCC packet for review
8. Attend 30% AULCC meeting
9. Update AULCC workbook
10. Prepare submittal for 60% AULCC review
11. Submit 60% AULCC packet for review
12. Attend 60% AULCC meeting
13. Update AULCC workbook
14. Prepare submittal for 90% AULCC review
15. Submit 90% AULCC packet for review
16. Attend 90% AULCC meeting
17. Update AULCC workbook
18. Work with team to resolve issues
19. Prepare AULCC closeout for approval letter
20. Submit closeout packet to AULCC

EOR Excavation Design Package
Scope of Services
May 2, 2017



21. Pickup/scan/file/distribute approval letter
22. Send out adjacent property owner notifications
23. Obtain adjacent property owner agreements
24. Prepare packet for AWU tie back review
25. Submit with AWU tie back reviewer
26. Review/distribute comments
27. Prepare update 1 for AWU tie back reviewer
28. Submit update 1 to AWU tie back reviewer
29. Meet for sign off with AWU tie back reviewer
30. Submit LA packet for ORES
31. Review and distribute comments
32. Prepare U1 submittal packet
33. Submit U1 review packet
34. Review and distribute final comments
35. Work with city and team to clear comments
36. Prepare close out docs and paperwork for LA
37. Submit closeout docs and paperwork for LA
38. Pickup/scan/file/distribute license agreement
39. Project Admin
40. QA/QC
41. Team meetings

Lot 2 Site Development Permit

1. Team meetings/team coordination
2. Prepare site plan application package
3. Submit 100% plans for completeness check
4. Submit payment for the completeness check
5. Get plans/comments after completeness check
6. Review and distribute comment report
7. Prepare application packet for formal submittal
8. Submit 100% plans for formal submittal
9. Submit payment for the review fees
10. Review and distribute comment report
11. Prepare U1 package for submittal
12. Coordinate with city and team for U1
13. Submit U1 package for review
14. Review and distribute U1 comment report
15. Prepare U2 package for submittal
16. Coordinate with city and team for U2
17. Submit U2 package for review
18. Review and distribute U2 comment report
19. Prepare U3 package for submittal
20. Coordinate with city and team for U3
21. Submit U3 package for review
22. Review and distribute U3 comment report
23. Coordinate informal reviews
24. Coordinate final Mylar set/closeout docs
25. Submit final Mylar set/closeout docs
26. Pick up/copy/distribute approved plans/permit
27. Internal reviews

EOR Excavation Design Package
Scope of Services
May 2, 2017



Excavation of Congress Ave from 16th to MLK Tie Back License Agreement

1. Prepare app packet for Office of Real Estate Services
2. Prepare submittal for preliminary AULCC review
3. Submit preliminary AULCC packet for review
4. Attend preliminary AULCC meeting
5. Update AULCC workbook
6. Prepare submittal for 30% AULCC review
7. Submit 30% AULCC packet for review
8. Attend 30% AULCC meeting
9. Update AULCC workbook
10. Prepare submittal for 60% AULCC review
11. Submit 60% AULCC packet for review
12. Attend 60% AULCC meeting
13. Update AULCC workbook
14. Prepare submittal for 90% AULCC review
15. Submit 90% AULCC packet for review
16. Attend 90% AULCC meeting
17. Update AULCC workbook
18. Work with team to resolve issues
19. Prepare AULCC closeout for approval letter
20. Submit closeout packet to AULCC
21. Pickup/scan/file/distribute approval letter
22. Send out adjacent property owner notifications
23. Obtain adjacent property owner agreements
24. Prepare packet for AWU tie back review
25. Submit with AWU tie back reviewer
26. Review/distribute comments
27. Prepare update 1 for AWU tie back reviewer
28. Submit update 1 to AWU tie back reviewer
29. Meet for sign off with AWU tie back reviewer
30. Submit LA packet for ORES
31. Review and distribute comments
32. Prepare U1 submittal packet
33. Submit U1 review packet
34. Review and distribute final comments
35. Work with city and team to clear comments
36. Prepare close out docs and paperwork for LA
37. Submit closeout docs and paperwork for LA
38. Pickup/scan/file/distribute license agreement
39. Project Admin
40. QA/QC
41. Team meetings

Congress Site Development Permit

1. Team meetings/team coordination
2. Prepare site plan application package
3. Submit 100% plans for completeness check
4. Submit payment for the completeness check
5. Get plans/comments after completeness check
6. Review and distribute comment report

EOR Excavation Design Package
Scope of Services
May 2, 2017



7. Prepare application packet for formal submittal
8. Submit 100% plans for formal submittal
9. Submit payment for the review fees
10. Review and distribute comment report
11. Prepare U1 package for submittal
12. Coordinate with city and team for U1
13. Submit U1 package for review
14. Review and distribute U1 comment report
15. Prepare U2 package for submittal
16. Coordinate with city and team for U2
17. Submit U2 package for review
18. Review and distribute U2 comment report
19. Prepare U3 package for submittal
20. Coordinate with city and team for U3
21. Submit U3 package for review
22. Review and distribute U3 comment report
23. Coordinate informal reviews
24. Coordinate final Mylar set/closeout docs
25. Submit final Mylar set/closeout docs
26. Pick up/copy/distribute approved plans/permit
27. Internal reviews

This proposal has been prepared in accordance with the following assumptions, made in good faith, in conjunction with conversations with Client. Should any of these assumptions be proven invalid, additional services or contract modifications may be required.

1. Building permits are not anticipated and are not part of this scope.
2. All permit timelines and requirements are subject to change at the time of permit submittal based on City requirements.
3. The TFC is accepted in the City of Austin General Permit process or will be at the time of general permit submittal
4. Client understands that changes to phasing or sequencing, in this or other packages, or choosing to add or delete portions of the project may impact the permits required and the timeline for submittal and approval.
5. All construction trade permits are handled by the CMR and any specific questions or needs for an individual trade will be the responsibility of the contractor or the appropriate sub-contractor.
6. Members of the team will provide drawings, plans, specifications or other necessary information for meetings and submittals with the City of Austin and utilities needed.
7. TDLR Registration is handled by others.
8. The Congress Avenue utility relocation and associated permits are not part of this scope and are being handled in another package.
9. The Congress Avenue vacation of easements is not part of this scope and is being handled in another package.
10. The utility relocation and associated permits for Lot 2 are not part of this scope and are being handled in another package.
11. The vacation of easements for Lot 2 is not part of this scope and is being handled in another package.
12. The storm water pollution prevention plan and any permits or registration requirements with TCEQ or other entities is not part of the MWM scope and is being handled by others.
13. CobbFendley will develop the 30% AULCC submittal for the wastewater line relocate on Lot 7.

The fee for the Project is based on the scope of work identified at this time and previous experience for similar projects. Fees identified as "Lump Sum" will be billed based upon percent complete of the particular task. City fees, including but not limited to permit fees, review fees, and Capital Recovery Fees, are the responsibility of the Client and are not included in the Schedule of Compensation for the Project.



Technical Review and Monitoring Support Balcones Geotechnical

SCOPE

Balcones Geotechnical scope of work includes the following:

1. Internal technical design review
2. Adjacent infrastructure/facilities instrumentation and monitoring plan input
3. Adjacent infrastructure/facilities instrumentation data review and system verification and oversight

The scope items provided by Balcones Geotechnical, PLLC are described in detail in the paragraphs below.

Internal Technical Design Review

The internal technical design review will involve interfacing between the geotechnical engineering function and the retention system design function as well as reviewing all deliverables prepared by Brierley. As a part of the interface and technical review function, Balcones will:

1. Review and refine, if necessary, rock mass characterizations to be used in the design of rock bolts and/or ground anchors;
2. Review and refine Brierley's allowable bond stresses for use in design of rock bolts and/or ground anchors;
3. Assist in development of design groundwater elevations and review and refine design of groundwater control measures (the groundwater control system will be provided by the CMR);
4. Provide ongoing QA/QC and review of work products at the 65%, 95%, and final design efforts, to include tie backs, ground anchors, shoring details, and structure monitoring criteria and specifications.

Input to Structure Instrumentation and Monitoring Specifications and Plan

This function will include evaluation of surrounding structures to assess practical monitoring system selection and implementation.

1. Balcones will assist Brierley in evaluating needs for the structural monitoring system for the exterior surrounding structures and facilities, and will prepare equipment and monitoring criteria and specifications working with the CMR, Master Architect, and CMA.
2. As part of this function, Balcones will evaluate locations of structures and determine best locations to establish monitoring and telemetry stations.
3. At this time, anticipated preferred monitoring systems will include single point inclinometers, tiltmeters, extensometers, and horizontal MPBX displacement monitors. In addition, we anticipate needing several stationary vibration monitors (seismographs) and at least one or two mobile seismographs.

Instrumentation Installation Verification and Long Term Monitoring Data Review

Subsequent to system installation, Balcones will review monitoring data for a long term period to end when the last structure reaches ground level and the risk of possible earth retention movement is eliminated. The base period monitoring would end on December 31, 2018

1. Balcones will periodically monitor and verify proper installation of the monitoring system, as designed. The actual installation and maintenance will be the responsibility of others.
2. It is envisioned that the system will be installed in stages to correspond with Phases A, B and C, planned by TFC, therefore verification efforts will occur on three separate occasions.



3. We anticipate involvement of about 3 hours per week by the project manager, senior project engineer, or systems specialist to review data and develop performance histories.
4. We propose that our systems specialist will verify, on a monthly basis, that the installed instrumentation is still functioning properly. This will include a site visit and meeting with the monitoring system Operator (supplied by CMR).
5. The system will be initialized with trigger levels of displacement and angular rotation so alarms will be set off if any of any trigger levels are exceeded. If this occurs, our team will be notified and will respond by evaluating the system with the Operator and determining if the system alarms were set off by real "events" or if the system might be temporarily issuing faulty data. Our assessment will be communicated with the TFC, Master Architect, CMA and CMR, immediately. Depending on situation, we will advise TFC of appropriate remedial measures, if necessary.
6. Balcones will provide specifications for an automated system. We will be able to download data at any time and we will be provided at least weekly reports by the Operator.
7. We anticipate the duration of our monitoring efforts will commence in June 2017 and will end in December 2018, 18.5 months (80 weeks).

ASSUMPTIONS

1. Cost estimate does not include purchase of monitoring equipment, hardware, software, computers, data-logger or incidentals needed to fabricate and install the monitoring system.
2. Balcones time estimated for reviewing and verifying monitoring data is based on the assumption that the systems installed will be largely automated, i.e., will not require manual readouts of each discrete sensor, but rather the sensors will be tied together into one or multiple data-loggers which can be accessed physically or remotely to download data periodically.
3. Pre-condition surveys for surrounding structures will be provided by others.
4. Review of conventional survey data, which might be collected as a backup system, is not included in our scope or cost estimate.
5. The recommendation to establish the monitoring system(s) at least one month prior to commencement of excavation activities in a specific area will be included in the equipment performance specification provided to the CMR. Baseline data will be collected for that one month period by the Operator, and reviewed by Balcones.



ATTACHMENT 3

Rate Sheets



CobbFendley 2017 Rate Sheet

Principal / Chief Engineer	\$275.00/HR
Senior Engineer	\$260.00/HR
Senior Project Manager.....	\$225.00/HR
Project Manager	\$210.00/HR
Senior Hydrologist.....	\$210.00/HR
Project Engineer III.....	\$160.00/HR
Project Engineer II.....	\$145.00/HR
Project Engineer I.....	\$125.00/HR
Senior Technician.....	\$135.00/HR
Technician III	\$120.00/HR
Technician II	\$110.00/HR
Technician I	\$90.00/HR
Licensed State Land Surveyor	\$225.00/HR
Registered Professional Land Surveyor.....	\$160.00/HR
4-Man Survey Crew.....	\$180.00/HR
3-Man Survey Crew.....	\$160.00/HR
2-Man Survey Crew.....	\$140.00/HR
1-Man Survey Crew.....	\$120.00/HR
Construction Manager	\$190.00/HR
Senior Field Construction Observer	\$120.00/HR
Field Construction Observer.....	\$105.00/HR
Utility Specialist	\$140.00/HR
Telecommunications Designer	\$110.00/HR
Telecommunications Fieldman.....	\$90.00/HR
GIS Manager	\$160.00/HR
GIS Analyst	\$110.00/HR
Post Processing GPS Data	\$110.00/HR
Right-of-Way Agent.....	\$125.00/HR
Administrative.....	\$100.00/HR
Clerical	\$72.00/HR
GPS	\$37.00/HR/Receiver



CobbFendley 2017 Rate Sheet
(Continued)

SUBSURFACE UTILITY ENGINEERING

One-Man Designating Crew (4-Hour Minimum)	\$100/HR
Two-Man Designating Crew (4-Hour Minimum)	\$160/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum) ...	\$280/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	\$300/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$250/HR
Traffic Control Officer	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.)	@ Cost + 10%
Designation & Traffic Control Vehicles	\$3.40/Mile
Location Vehicles	\$6.80/Mile

REIMBURSABLE EXPENSES

Technology Fee (*)	\$3.75/HR
Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	\$36/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project	@ Cost + 10%

In-House Reproduction:

- Copies (Up to 11" x 17")
- Color Prints (Up to 11" x 17")
- Color Prints (Larger than 11" x 17")
- Bluelines (All Sizes)
- Bond Prints (All Sizes)
- Mylar Prints
- Vellum Prints

(*) Technology charges added to each billable man-hour.



2017
MWM DesignGroup Rates

Labor Categories	Total Billable Rate
Principal	\$ 205.00
Licensed Professional IV	\$ 205.00
Licensed Professional III/Sr Project Manager	\$ 186.00
Licensed Professional II/Sr Project Manager	\$ 157.00
Licensed Professional I/Project Manager	\$ 129.00
Engineering/Arch Support Staff II	\$ 118.00
Engineering/Arch Support Staff I	\$ 89.00
Sr Technician/CAD Manager	\$ 107.00
Technician	\$ 98.00
Clerical	\$ 62.00
2 Person Field Crew	\$ 156.00
3 Person Field Crew	\$ 198.00



**BRIERLEY ASSOCIATES CORPORATION
STANDARD RATE SCHEDULE
January 2017**

1. The hourly rate for professional services will be charged as follows unless otherwise noted in the proposal:

Principal/Senior Consultant II	\$270
Senior Associate/Senior Consultant I	\$245
Associate/Senior Project Manager	\$220
Senior Professional II	\$190
Senior Professional I	\$170
Professional II	\$150
Professional I	\$140
Staff Professional II	\$130
Staff Professional I	\$120
BIM/VDC Manager	\$145
Senior BIM/VDC Designer	\$125
BIM Technician/Drafter	\$100
Administrative	\$80

2. Overtime hours will be charged at straight time rates.

3. Payment: Invoices generally are submitted once a month for services performed during the previous month. Payment will be due and payable upon receipt of invoice. Interest may be added to accounts in arrears at the rate of one and one-half (1.50%) percent per month on the outstanding balance. In the event Brierley Associates Corporation must engage counsel to enforce overdue payment, Client will reimburse Brierley Associates Corporation for all reasonable attorney's fees and court costs.

4. The labor rates given above are subject to change at the beginning of each year, unless noted otherwise in the signed proposal.

Balcones
Geotechnical**FEE SCHEDULE FOR GEOTECHNICAL CONSULTING****1. Engineering and Technical Personnel**

1.1.	Senior Consultant/Project Principal	\$	255.00/hour
1.2.	Senior Project Engineer	\$	185.00/hour
1.3.	Project Manager	\$	180.00/hour
1.4.	Project Engineer	\$	155.00/hour
1.5.	Registered Geologist	\$	155.00/hour
1.6.	Laboratory Manager	\$	95.00/hour
1.7.	System Specialist	\$	155.00/hour
1.8.	Senior Engineering Technician	\$	95.00/hour
1.9.	Technician and Draftsperson	\$	80.00/hour
1.10.	Administrative Assistant	\$	65.00/hour

4. Report Reproduction and Miscellaneous

4.1.	Outside services, printing, reproduction, etc.	\$	Cost + 10%
4.2.	Outside technical assistance	\$	Cost + 10%
4.3.	Transportation	\$	0.55/mile
4.4.	Pickup Truck	\$	75.00/day
4.5.	Per Diem for out of town, overnight lodging	\$	155.00/day

**Rates for other tests and services quoted on request
January 2017**

TFC CONTRACT NO. 16-101-000

AMENDMENT NO. 3

EXHIBIT M

OWNER'S REVISED REQUIREMENTS OF INSURANCE

May 2, 2017

Janie Gribble, AIA, LEED AP
Sr. Project Manager
Texas Facilities Commission - Facilities Design & Construction
1711 San Jacinto Boulevard
Austin, Texas 78701

RE: **TFC Project 16-015-8000 - Capitol Complex - Insurance for the EOR Excavation Design Package Services**

Dear Ms. Gribble:

Cobb, Fendley & Associates, Inc. ("CobbFendley") has submitted the revised scope and fee proposal for the Engineer of Record (EOR) Excavation Design Package for the Capitol Complex under separate cover.

Per our conversation, the insurance for the EOR Excavation Design Package will be included in the scope and fee proposal for the EOR Utilities Relocation Package.

Attached to this letter is Exhibit M with coverage dates for the project specific insurance changed to 2017 and 2018, and the pollution liability insurance removed. As discussed, CobbFendley, Brierley Associates and Balcones Geotechnical will carry the project specific insurance. As we are in mutual agreement that none of the other teaming partners on the project will provide services that require this project specific insurance, CobbFendley will not flow these requirements down to the other members of either the excavation or utility relocation teams.

We look forward to implementing these important support activities on these very significant projects for the TFC. These projects will transform the Capitol Complex and we are pleased to be working with the TFC.

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.



Dan Warth, P.E.
Project Principal | Vice President

OWNER'S REVISED REQUIREMENTS OF INSURANCE

- 1.1 Commencing on the Effective Date, the Site Services Engineer ("SSE") shall purchase, maintain and keep in full force and effect such lines of insurance coverage as will protect SSE, Owner, and the Owner Group from claims which may arise out of or result from SSE's Services or Work, regardless of whether the Services or Work are performed by SSE, SSE Personnel, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable (including at a minimum the following minimum insurance coverages and limits; provided, however, if other Contract Documents require insurance coverage or minimum limits that are greater than those listed below in this Attachment, the minimum limits in the other Contract Documents shall control and shall be provided by SSE). For purposes of this Attachment (Owner's Requirements of Insurance), the term "Owner Group" means the Texas Facilities Commission, P.O. Box 13047, Austin, Texas 78711, its officials, directors, employees, representatives, and volunteers.
- 1.2 SSE represents and warrants it has carefully reviewed its insurance program with its legal and risk advisors and has determined its insurance policies comply with the insurance requirements in this Agreement, and further acknowledges a continuing obligation to ensure its insurance policies remain compliant herewith. Within two (2) business days of a written request by Owner, SSE shall submit for independent review by Owner's consultants, true and complete copies of SSE's policies of insurance in electronic form. In addition, upon conducting such review, if Owner's consultants determine SSE's insurance policies contain deficiencies that cause such policies to fail to comply with the requirements of this Agreement, SSE agrees to reimburse Owner for all costs and fees of its consultants incurred in attempting to resolve such policy deficiencies by modification or special endorsement thereof. Owner's review of SSE's policies of insurance shall in no way excuse SSE from any of the requirements set forth herein. In the event Owner enters into contract with the SSE before any such deficiencies are resolved, Owner does not waive, but explicitly reserves, the right to bring, after (i) the occurrence of any loss or damage for which insurance is required hereunder, or (ii) after the denial of a claim for coverage for such loss or damage, an action or Claim against SSE to recover directly from SSE any damages, including attorneys fees and other costs, Owner incurs as a result of SSE's failure to secure and maintain the insurance required hereunder. SSE acknowledges and agrees that any period of limitations shall not begin to run or, alternatively, shall be tolled until the time of the later of such occurrence or denial.
- 1.3 Statutory Worker's Compensation and Employer's Liability Insurance with minimum limits of not less than indicated below. SSE shall require Subcontractors to provide Workmen's Compensation and Employer's Liability Insurance with the same minimum limits. The policy must be in the name of the SSE and contain an endorsement naming Owner as the Alternate Employer. 1.03.1 By execution of an Agreement, SSE thereby certifies, pursuant to Tex. Lab. Code, §406.096(a), that A/E provides workers'

compensation and employers' liability insurance for all employees employed on this public project with limits of not less than those required below.

1.3.2 As per Tex. Lab. Code §406.096(b), SSE shall require each Subcontractor to certify in writing to the SSE that said Subcontractor provides workers' compensation and employers' liability insurance for all of Subcontractor's employees employed on this public project. SSE shall forward said certifications to Owner within ten (10) days of the Effective Date of the Agreement.

1.3.3 The policy must include an Other States Endorsement to include the State of Texas if SSE's business is domiciled outside the State of Texas.

Required Limits of Coverage – Statutory limits, with Employer's Liability Coverage as follows:

Bodily Injury by Accident	\$1,000,000.00
Bodily Injury by Disease Each Employee	\$1,000,000.00
Bodily Injury by Disease Policy Limit	\$1,000,000.00

14 Commercial General Liability ("CGL") Insurance with minimum limits of coverage not less than those indicated below, written on an ISO CG 00 01 12 04 coverage form, or a form identical thereto, and shall include Owner Group as additional insureds on its CGL and Excess Liability policies on a combination of unmodified ISO endorsements CG 20 10 10 01 and CG 20 37 10 01, or their equivalent. Such policies shall contain no endorsements or policy forms reducing, limiting or excluding in any way the scope of coverage afforded under such form, including without limitation any endorsements/forms excluding or limiting coverage for the following:

- a Liability assumed by SSE under a written agreement, including any contractual liability limitation endorsement restricting coverage to only liability that would exist in the absence of a contract, such as the ISO CG 21 39 or its equivalent, or any amendment of insured contract definition endorsement such as the ISO CG 24 26 or its equivalent;
- b Explosion, collapse, underground property damage, blasting, blowouts, cratering, or the like, including any Explosion, Collapse And Underground Property Damage Hazard endorsement such as the ISO CG 21 42 or ISO CG 21 43 endorsements, or their equivalent;
- c Cross-liability between insureds;
- d Injury to independent contractors and employees of independent contractors;
- e Any exclusion relating to damage to work performed by Subcontractors on behalf of SSE such as the ISO CG 22 94 or ISO CG 22 95, or their equivalent;

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- f Any type of classification or business description limitation endorsement;
- g Any type of endorsement excluding coverage for construction defects in the completed operations phase;
- h Any type of endorsement modifying the employer's liability exclusion;
- i Any type of habitational or residential exclusion;
- j Any type of punitive, exemplary or multiplied damages exclusion; and
- k Any type of subsidence exclusion if the SSE is engaged in any type of earth movement work, including but not limited to soil compaction, fill, or installation of storm or sewer drains.

The CGL policy shall at a minimum include the following coverages:

1. Bodily injury and Property damage on an "Occurrence" basis
2. Premises & Operations Liability
3. Products/Completed Operations Liability (to be maintained three years after Substantial Completion)
4. Personal and Advertising Injury Liability
5. Electronic Data Liability coverage under an endorsement equal to ISO CG 04 37 with a minimum sublimit of liability equal to the minimum amount required hereunder for the CGL policy.
6. The policy shall include ISO endorsement CG 2503, Designated Construction Projects General Aggregate Limit, or its equivalent.

Minimum CGL limits of coverage required:

Each Occurrence: \$2,000,000.00	General Aggregate: \$4,000,000.00
Products & Completed Operations Aggregate	\$4,000,000.00
(to be maintained no less than 3 years after Substantial Completion)	
Personal and Advertising Injury	\$2,000,000.00
Contractual Liability	\$2,000,000.00

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If the limits of coverage required above are below the actual limits of coverage in SSE's primary commercial liability insurance policy, the above required limits of coverage shall be deemed to be automatically increased to the amount of such higher actual limits to avoid a gap in coverage that would preclude coverage under the excess/umbrella policy for failure of the underlying policy to exhaust its policy limits.

- 1.5 Business Automobile Insurance for all owned, non-owned, and hired vehicles with the limits of coverage shown below.

Combined Single Limit Bodily Injury & Property Damage \$1,000,000.00

- 1.6 Excess Liability Insurance over Employers' Liability, CGL, Commercial Automobile Liability Policies, with the limits shown below, following form over and affording coverage no less broad than the coverage in the underlying policies, with the limit of coverage shown below.

Excess Liability Insurance (Per Claim and in the Aggregate) \$10,000,000.00

- 1.7 Professional Liability Insurance shall be provided by SSE to cover the professional liability arising out of or in connection with any negligent act, error or omission of all SSE Personnel, including all design professionals and any non-professional SSE Personnel, and all members of any subconsultant firm or any joint venture or other firm of the SSE acting for, in combination with, on behalf of, or under the direction or control of the SSE in the performance of any Services required under this Agreement, or arising from or in connection with the coordination, management or oversight of such SSE Personnel. This policy shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of design professionals or subcontractors; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; (v) contractual liability caused by, related to, or arising from a wrongful act of the SSE or SSE Personnel in the performance of professional services (or any limitation or exclusion that restricts coverage to only liability that would exist in the absence of contract); or (vi) design/build services.

Professional Liability Insurance \$10,000,000.00 Occurrence/\$10,000,000.00 Aggregate

- 1.8 Cyber/Privacy Liability Insurance Policy shall be provided by the SSE to cover risk of loss to electronic data. The policy must include coverage for electronic vandalism to electronic data, including coverage for willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations.

\$500,000 applicable to each location where original information (electronic data) is stored

\$100,000 away from premises

- 1.9 Each of SSE's liability insurance policies (excluding only SSE's workers' compensation/employers' liability and professional liability policies), shall be endorsed to provide that they are **primary to and non-contributing** with, any other insurance carried by, or for the benefit of the Owner Group. Insurance may be provided under a single limit policy, or two or more policies with combined limits for the required amount of coverage. SSE's Commercial General Liability primary policies shall include a per- project aggregate endorsement. If any insurance SSE furnishes shall be, or become at risk of being, reduced diminished or exhausted by claims thereon, SSE agrees to supplement, increase and/or replace such insurance with other insurance to ensure that SSE has available at all times the coverage required hereunder.
- 1.10 SSE's workers' compensation, employers' liability, commercial automobile liability, CGL, excess liability, professional liability and pollution liability insurance policies shall be endorsed to waive all rights of subrogation in favor of the Owner Group. With respect to all such policies, SSE waives any and all rights of recovery or subrogation against the Owner Group.
- 1.11 The Owner Group shall be included as additional insureds without limitation on all policies required herein (except workers' compensation, employers' liability and professional liability policies), under the form of an additional insured endorsement providing the maximum protection to Owner allowed by applicable law, except as otherwise expressly stated herein. SSE represents and warrants that:
- a. SSE's policies of liability insurance, including SSE's commercial general liability, commercial automobile liability, and excess liability insurance policies have been endorsed to cover the Owner Group as additional insureds to the maximum extent permitted by applicable law, or as otherwise set forth herein, with respect to liability arising out of Work performed by or for SSE, including ongoing and completed operations in connection with this Contract (and such coverage provides for the protection of each insured against claims of liability by another insured, under a severability of interests clause).
 - b. Such policies of insurance have also been endorsed to cover as an additional insured any third party to the extent required by the Contract Documents.
 - c. Such endorsements provide as to each additional insured, at a minimum, coverage to the limits of each such policy for at least each Claim to the same extent that SSE is obligated to indemnify and defend the additional insured as an Indemnified Party under the Contract.
 - d. Access to originals or certified copies of required insurance policies have been provided to Owner for review.

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- e. Attached hereto are true and correct copies of the following:
 - (i) current certificates of insurance describing each of the policies of insurance required hereunder; and
 - (ii) all policy endorsements required hereunder.

1.12 All policies shall obligate the insurer to notify the Texas Facilities Commission (Attn: Cassandra Cox, CISR, Insurance Analyst), P.O. Box 13047, Austin, Texas 78711, of any (i) non-renewal; (ii) cancellation; or (iii) material changes, in writing, at least 30 days prior to any such non-renewal, cancellation or change. All policies shall require at least ten (10) days' notice of cancellation to Owner in the event of non-payment of premiums by SSE.

1.13.1 "Material Change" means any of the following changes to the Policy during the term of the Policy:

- 1.13.1.1 a change in the policy period;
- 1.13.1.2 a material revision to, or removal of, a coverage section;
- 1.13.1.3 a reduction of the amount of limits of insurance, provided such reduction is not the result of payment of damages, medical expenses, or claim expenses; or
- 1.13.1.4 an increase of the amount of any self-insured retention(s)

SSE shall not cause or permit its insurance to be canceled, reduced, restricted, limited, or invalidated.

1.14 All SSE's insurance shall be issued by insurance carriers licensed to do business in Texas at the time the policy is issued and rated by A.M. Best Company as A-VII or better, confirmed by one or more insurance certificates conforming to the following requirements:

- a. Certificates of insurance shall be prepared on an Acord 25 (2010/05) form;
- b. Certificates shall designate Owner as certificate holder, together with Owner's mailing address;
- c. The named insured's name must match SSE's name as shown in this Agreement;
- d. Certificates shall list each insurance company producing each form of coverage, together with the applicable policy number and policy date;
- e. Certificates shall include the name, address, phone number, fax number and email address of the issuing producer, and the signature of the authorized representative of the producer;

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- f. Certificates for all applicable policies shall attach copies of all applicable additional insured endorsements;
- g. All deductibles and self-insured retentions shall be disclosed on the certificate;
- h. Certificates of applicable policies shall disclose any designated construction project(s) general aggregate limit (Owner reserves the right to require notice of replenishment and placement of supplemental coverage if any aggregate limit is exhausted during the applicable policy period);
- i. Certificates shall attach all primary and non-contributory endorsements required herein;
- j. Certificates shall attach waivers of subrogation applicable to all coverages required herein;
- k. Certificates shall attach copies of all notice of cancellation terms from all policies required herein;
- l. Name(s) of the Project(s) as described in this Contract shall be listed in the certificate;
- m. For Pollution Liability and Professional Liability policies, include in writing on the certificate the coverage form under which the respective line of coverage is written – either:
 - (i) Claims-made form; if the coverage form declared on the Certificate is the Claims-made form, the “Retroactive-date” for this line of coverage must also be included on the Certificate as well; or
 - (ii) Occurrence basis – no additional wording required.
- n. The Owner’s Project/Contract number(s) along with its descriptor caption must be included in the Description of Operations section located in the bottom half of the certificate forms.
- o. Certificate Holder – Owner Group shall be shown as the certificate holder in the certificate holder section located in the bottom half of the certificate form as follows:

Texas Facilities Commission
Attention: Insurance Analyst
P0 Box 13047
Austin, Texas 78711-3047

p. Distribution of Completed Certificates - Completed Certificates shall be distributed by the SSE as follows:

1) Original shall be sent:

a. By Mail:

Texas Facilities Commission
Attention: Insurance Analyst
P0 Box 13047
Austin, Texas 78711-3047

b. By E-Mail: [Carol Palermo@TFC.State.Tx.Us](mailto:Carol.Palermo@TFC.State.Tx.Us)

1.15 With respect to any coverage maintained on a "claims-made" policy form, SSE shall maintain such coverage for 2017 and 2018. Coverage under any such policy form shall include a retroactive date based on the effective date of contract for the first performance of professional design services for the Project.

1.16 SSE shall not commence Services under this Contract until SSE has obtained all required insurance and until such insurance has been accepted by Owner's Approval. Owner's approval of SSE's insurance shall not relieve or decrease the liability of SSE hereunder. Owner shall have no duty to pay or perform under this Agreement until all certificates of insurance and required insurance policies have been confirmed by Owner's advisors to comply with the requirements set forth herein. SSE's failure to fulfill these insurance requirements shall not be a basis for any adjustment to SSE's compensation or schedule. Owner reserves the right to terminate this Agreement for convenience without any expense or liability in the event SSE fails to secure all insurance required herein within ten (10) days of SSE's execution of the Agreement.

1.17 If SSE fails to timely obtain, maintain or renew the insurance required herein and to provide Owner with acceptable evidence thereof, Owner shall have the right, but not the obligation, to, among all other available remedies at law and in equity: (1) procure such insurance and reduce the amount of this Contract (or any other agreement between the Owner and SSE) by the cost thereof; and/or (2) deem as a material breach of this Contract the SSE's failure to do so. Within five (5) calendar days of any cancellation or non-renewal of any required line of insurance coverage, the SSE shall provide Owner a replacement certificate of insurance with all applicable endorsements included therewith. Owner shall have the right, in its sole discretion, to suspend the SSE's performance or terminate this Contract should there be a lapse in coverage at any time during this Contract. In addition to any other remedies available to Owner, Owner shall have the right, upon the SSE's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, to withhold any payment(s) which become due to the SSE hereunder (or under any other agreement

between the Owner and SSE) until the SSE demonstrates compliance with the insurance requirements of the Contract. At Owner's discretion, SSE may be disqualified from eligibility to participate in any other or future projects with the Owner for failure to comply with the insurance requirements herein.

- 1.18 Nothing herein shall reduce or alter any obligation of SSE to indemnify, defend or hold harmless the Indemnified Parties identified in the Contract. SSE's obligations for loss or damage arising out of SSE's Services and Work or operations are not limited to the types or amounts of insurance set forth herein. Losses not covered by the insurance required hereunder shall be paid by SSE.
- 1.19 To the extent Applicable Law allows recovery of attorneys fees in any action or proceeding commenced to enforce the rights of any member of Owner Group as an additional insured under this Contract, SSE agrees to pay Owner as the prevailing party in any such action, in addition to any other relief granted, the actual reasonable attorney fees the Owner has paid or is obligated to pay, and all costs and expenses to enforce such rights, not merely recoverable costs. This provision is independent and severable from any other provision of this Contract and shall be enforceable as a separate agreement.
- 1.20 Owner shall not be under any duty to advise SSE in the event that SSE's insurance is not in compliance with the Contract. SSE shall require all SSE Personnel to carry the types and limits of insurance coverage SSE determines to be necessary and appropriate to protect the Owner and SSE from the risk of loss, taking into consideration the scope of services and work performed by each SSE Personnel. Excepting only Workers' Compensation and Professional Liability insurance policies, SSE shall cause all SSE Personnel to include Owner as an additional insured under each policy of insurance maintained by SSE Personnel. SSE will require evidence of this insurance and additional insured status to be provided by all SSE Personnel prior to their commencement of any work or services, or entering onto any Site in connection with the Project, and copies of this evidence shall be provided to Owner by the SSE.
- 1.21 SSE is responsible for all deductibles and any self-insured retentions under all lines of insurance coverage required by this Agreement.
- 1.22 The stated policy limits of each line of insurance coverage required herein are minimum only and it shall be the SSE's responsibility to determine what policy limits in excess of such minimum limits are adequate, and the length of time each line of insurance coverage shall be maintained beyond any lengths of time set forth herein; insurance policy limits are not a limit of the SSE's liability. The insurance requirements set out herein shall not be interpreted as any representation or warranty that the required insurance coverages and limits will necessarily be adequate to fully protect SSE. Unless otherwise set forth herein, SSE shall not cause or permit any required insurance to be cancelled or to lapse prior to the expiration of all common law, statutory and contractual warranty periods.
- 1.23 SSE shall provide Owner with thirty (30) days written notice of erosion of any aggregate limits below the minimum amounts required by the Agreement.

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- 1.24 Owner reserves the right to review the insurance requirements and to require deletion, revision, and/or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulations that are binding upon Owner, SSE, or the underwriter) on any such policies when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the industry and/or of SSE, provided however, such modifications must be commercially available to SSE. Owner shall make an equitable adjustment to the Contract Sum for any additional cost resulting therefrom.
- 1.25 SSE covenants and agrees that: (i) the failure of Owner to demand certificates of insurance, or proof of compliance with the insurance requirement herein, or failure of Owner to identify a deficiency in any policy required hereunder will not be construed as a waiver of SSE's obligation to maintain the insurance required under this Agreement; (ii) the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect SSE, nor shall the limits of coverage stated herein be deemed a limitation of SSE's liability to Owner in this Agreement; (iii) and SSE may meet the required insurance coverages and limits with any combination of primary and umbrella/excess liability insurance.