

AMENDMENT NO. 4

**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. 4 to the Professional Services Agreement for Site Environmental/Engineering Services (hereinafter referred to as “Amendment No. 4”) 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 subsequently entered into Amendment No. 1 dated October 25, 2016, Amendment No. 2 dated November 17, 2016, and Amendment No. 3 dated May 10, 2017; and

WHEREAS, the parties now desire to enter into Amendment No. 4 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 2.2.11, which shall read in its entirety as follows:

“2.2.11. Relocation of Existing Utilities. 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-4,” SSE’s Proposal and Rate Sheets dated May 3, 2017, attached hereto and incorporated herein for all purposes.

2.2.11.1. SSE shall incorporate bridging documents by Page Southerland Page, Inc., (hereinafter referred to as the “Master A/E”).

2.2.11.2. Provide design development, construction documents, and bidding support to the Construction Manager-at-Risk.

2.2.11.3. Provide construction administration services, warranty management, and storm water pollution prevention plan (“SWPPP”) development services.

2.2.11.4. Provide traffic control engineering services, permitting support related to utilities relocation services.

2.2.11.5. Design and implement street re-configuration to convert from one-way to two-way traffic at 16th, 17th and 18th Streets, as well as to provide additional traffic signals as set forth in the Conceptual Plan provided by the Master A/E.”

3. 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. 4 in the amount of Two Million Two Hundred Seventy Eight Thousand Nine Hundred Thirty Eight and No/100 Dollars (\$2,278,938.00), thus increasing the total amount from Five Million Eight Hundred Thirty Thousand Four Hundred Ninety Four and No/100 Dollars (\$5,830,494.00), to a total not to exceed amount of Eight Million One Hundred Nine Thousand Four Hundred Thirty Two and No/100 Dollars (\$8,109,432.00).

4. The parties agree to modify ARTICLE X – INSURANCE, SECTION 10.2 – REQUIRED INSURANCE COVERAGES, so that the Owner’s requirements of insurance for this Amendment No. 4, shall be those set forth in “Exhibit B-4,” *Insurance for EOR Excavation Design Package Services*, dated May 2, 2017, attached hereto and incorporated herein for all purposes.

[This Space Intentionally Left Blank]

5. 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: 6-1-17

Date of execution: 6.1.17

G.C. [Signature]

Dir. [Signature]

D.E.D. [Signature]

TFC CONTRACT NO. 16-101-000

AMENDMENT NO. 4

EXHIBIT A-4

SSE'S PROPOSAL AND RATE SHEETS DATED MAY 3, 2017



May 3, 2017

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

RE: TFC Project 17-008-8040 – Professional Engineering Services for Utilities Package – Capitol Complex Project

Dear Ms. Gribble:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit this proposal for the Engineer of Record (EOR) Utilities Relocation Package for the Phase 1 projects outlined in the Capitol Complex (CapCom) Master Plan.

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

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

- Project Management (CobbFendley)
- Electric Utility Relocation (CobbFendley)
- Gas Relocation (CobbFendley)
- Telecommunication Relocation (CobbFendley)
- Water and Wastewater Relocation (CobbFendley)
- Stormwater Relocation (MWM DesignGroup)
- Thermal Piping Relocation (Burns & McDonnell)
- Structural Engineering (Brierley Associates)
- Traffic Control Engineering (CobbFendley)
- Permitting Support (MWM DesignGroup)
- Stormwater Pollution Prevention Planning (CobbFendley)
- Design, Permitting, and Construction Integration (CAS Consulting and Services)
- Street Reconfiguration Allowance (CobbFendley)

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

We anticipate beginning work 10 days after notice to proceed. We will develop an integrated schedule for the Utilities Relocation Package in conjunction with the Master Architect, Construction Manager Agent, and Construction Manager-at-Risk.

We look forward to implementing these support activities on these very significant projects for the Texas Facilities Commission. These projects will transform the Capitol Complex and we are pleased to be a part of it.

Sincerely,

Cobb, Fendley & Associates, Inc.

Handwritten signature of Dan Warth in black ink.

Dan Warth, P.E.
Vice President/Principal

Handwritten signature of Kevin Wolf in black ink.

Kevin Wolf, P.E.
Project Manager



Attachment 1: EOR Utilities Relocation Package Proposed Fee

TFC Capitol Complex	
Utilities Package - EOR	
Project Management	\$ 272,795.00
Electric Relocation	\$ 85,190.00
Preliminary 30% Layout/Design	\$ 4,495.00
Design	\$ 58,460.00
Bid Support	\$ 9,210.00
Assistance to CMAR and CMA	\$ 11,650.00
Water and Wastewater Relocation	\$ 471,225.00
Preliminary 30% Layout/Design	\$ 85,015.00
Design	\$ 334,225.00
Bid Support	\$ 15,495.00
Assistance to CMAR and CMA	\$ 34,540.00
Stormwater Relocation	\$ 107,926.00
Gas Relocation	\$ 94,572.00
Preliminary 30% Layout/Design	\$ 3,990.00
Design	\$ 66,765.00
Bid Support	\$ 9,780.00
Assistance to CMAR and CMA	\$ 13,250.00
Telecom Relocation	\$ 225,190.00
Preliminary 30% Layout/Design	\$ 27,785.00
Design	\$ 153,300.00
Bid Support	\$ 14,400.00
Assistance to CMAR and CMA	\$ 20,910.00
Utility Support Structure	\$ 187,550.00
First Utility Support Structure	\$ 120,350.00
Second Utility Support Structure	\$ 67,200.00
Thermal Relocation	\$ 68,310.00
Preliminary 30% Layout/Design	\$ 9,990.00
Design	\$ 32,740.00
Bid Support	\$ 10,280.00
Assistance to CMAR and CMA	\$ 15,310.00
SWPPP Development	\$ 9,630.00
Traffic Control Engineering	\$ 60,750.00
Permitting Support	\$ 100,490.00
Design, Permitting, and Construction Integration	\$ 195,310.00
Street Reconfiguration (Allowance)	\$ 100,000.00
Insurance Costs	\$ -
CobbFendley	\$ 80,000.00
MWM DesignGroup (No additional coverage beyond standard company coverage required)	\$ -
Brierley Associates	\$ 100,000.00
Burns & McDonnell (No additional coverage beyond standard company coverage required)	\$ -
CAS Consulting and Services (No additional coverage beyond standard company coverage required)	\$ -
Balcones Geotechnical	\$ 120,000.00
Total	\$ 2,278,938.00
Allowance Subtotal	\$ 100,000.00



Attachment 2

**Scope of Services for the EOR Utilities Relocation Package at the
Capitol Complex (CapCom)**



Scope of Services for the EOR Utilities Relocation 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 utility relocations associated with the Phase 1 projects outlined in the CapCom Master Plan.

Project Management CobbFendley

Scope

Project Management support for the EOR Utilities Relocation Package will be from June 1, 2017 through August 25, 2018 (450 days).

Meetings to include the following:

1. Weekly project design meetings for the first 6 months of project (120 days – with 4.5 meetings per month and 2 hours to participate/attend meetings with some additional hours for limited material preparation before the meeting)
2. Monthly project status meetings for the EOR Utilities Relocation Package team (450 days – with 8 hours for the team to develop agendas/minutes, maintain the schedule, prepare materials and participate in the meetings)
3. Weekly Master Architect/CMA meetings (450 days – 4.5 meetings per month and 2 hours to participate/attend the meetings with some additional hours for limited material preparation before the meeting)

General opinions and City of Austin (COA) process knowledge support will be provided in the drafting of the Memo of Understanding/Interlocal Agreement process between the TFC and COA as needed.



Electric Relocation CobbFendley

Scope

The scope of work for CobbFendley to relocate the electric duct line in 18th Street and remove the overhead electric distribution line adjacent to the proposed 1801 Congress Avenue building is presented in this section.

Design Phase

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

1. Preliminary 30% Layout/Design
 - a. Create a baseline file using the information from the Package 2 Utilities Concept Design for the electric utility, the existing utilities as-built files, and Level B information.
 - b. Confirm latest files from AE and analyze data including electronic base file creation and City of Austin records research.
 - c. Coordination meeting with Austin Energy (AE) to transition the communication from Master Architect to the EOR, confirm relocation concept, identify potential issues, and future plans in the area (if any).
 - d. Preliminary 30% layout of electric relocation in AutoCAD Civil3D and submit to the AE/AULCC.
2. Relocation Design Construction Drawings and Specifications will consist of the following:
 - a. Cover Sheet – 1 sheet to TFC Standards
 - b. General Notes Sheet – 1 sheet with the most recent AE Standard Notes
 - c. Electric Relocation Layout – 1 sheet showing project location and extents
 - d. AE Grid Map Sheet – 1 map containing the AE grid map for electric lines in the area
 - e. Plan and Profiles – assumes ~1700 linear feet of electric line plan and profile sheets
 - f. Details – Prepare required electric utility detail sheets to the City of Austin standards
 - g. Traffic Control Plan and Details – CobbFendley will coordinate with the CMAR on the Traffic Control Plan associated with the construction of the project
 - h. Technical Specifications – CobbFendley will assemble standard technical specifications for the construction of the project. CobbFendley will work with TFC, the Master Architect, CMA, and CMAR, and AE 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%.
 - i. 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.
 - j. Cost Estimate – CobbFendley will coordinate with the CMAR 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
 - a. CobbFendley will perform internal quality control reviews that will include Master Architect, CMA and CMAR participation, on the utility plans and specifications prior to each submittal to the City of Austin. CobbFendley will participate in TFC, Master A/E, and CMA review process.
4. Prepare 4 submittal packages



- a. 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, CMA, and CMAR comments
 - a. CobbFendley will review comments provided by the City of Austin and review agencies and prepare written responses to the comments for inclusion with the subsequent submittal.
6. Austin Utility Location Coordination Committee (AULCC) Coordination
 - a. CobbFendley will meet with the AULCC 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 CMAR, or CMA, 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

Assistance to CMAR and CMA

CAS Consulting and Services (CAS) will provide design, permitting and construction integration support and observation assistance to the TFC. This proposal does not include inspection services. This proposal assumes construction duration of 3 months. Below is a scope of services for the construction integration services:

1. Working with the CMAR, review project submittals/shop drawings
 - a. CAS will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an additional service at the Contractor's expense, as will be written in the contract documents.
2. Respond to requests for Information (RFI)
 - a. CobbFendley will coordinate with the City of Austin and Contractor on RFIs and respond with clarification as needed.
3. Change Orders
 - a. CobbFendley will assist TFC in negotiation and preparation of change order documents, should they be necessary.
4. Record Drawings
 - a. CobbFendley will prepare a set of record drawings based on the 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 three months
 - c. 4 Comment review meetings with TFC team to address comments (2 hours in duration)
 - d. 1 meeting with AE regarding electric line relocation
2. The proposed electrical alignment will consist of rerouting the electric line north on Brazos Street from 18th Street to Martin Luther King Boulevard (MLK), west on MLK to Colorado Street, and south on Colorado Street to 18th Street. Conduit will also need to cross Brazos Street at MLK to facilitate the overhead electric line removal. The approximate distance is 1700 linear feet of proposed electric conduit, which is five (5) plan and profile sheets. If an alternate alignment is selected or more than five (5) plan and profile sheets are required, then this will be considered additional services.
3. A general permit will be required for the installation of the electric line. If a site plan permit application is required, this will be considered additional services.
4. CobbFendley will work with TFC, the Master Architect, CMA, CMAR, and AE to develop Front End Contract documents to be included for bidding and constructing the project.



Gas Relocation CobbFendley

Scope

The scope of work for CobbFendley is the relocation of gas line conflicts located in 18th Street. The scope also includes new service connections to proposed buildings and any reconnections due to the 18th Street gas relocations.

Design Phase

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

1. Preliminary 30% Layout/Design
 - a. Create a baseline file using the information from the Package 2 Utilities Concept Design for the gas utility, the existing utilities as-built files, and Level B information.
 - b. Gather and analyze data including electronic base file creation and Texas Gas Service (TGS) records research.
 - c. Coordination meeting with TGS regarding relocation, potential issues, and future plans in the area (if any).
 - d. Preliminary 30% layout of gas relocations in AutoCAD Civil3D and submit to the TGS.
2. Relocation Design Construction Drawings and Specifications will consist of the following:
 - a. Cover Sheet – 1 sheet to City of Austin General Permit Standards, per construction package
 - b. General Notes Sheet – 1 sheet with the most recent TGS Standard Notes
 - c. TGS Relocation Layout – 1 sheet showing project location and extents per construction package
 - d. Plan and Profiles – assumes ~ 2100 linear feet of gas line plan and profile sheets
 - e. Details – Prepare required gas utility detail sheets to TGS standards
 - f. Traffic Control Plan and Details – CobbFendley will coordinate with the CMAR on the Traffic Control Plan associated with the construction of the project
 - g. Technical Specifications – CobbFendley will assemble standard technical specifications for the construction of the project. CobbFendley will work with TFC, the Master Architect, CMA, CMAR, and AE 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%.
 - h. Quantity take-off – Will be performed in order to prepare a bid. A quantity take-off will be performed at 30%, 60%, 90% and 100% submittals to support cost estimate development.
 - i. Cost Estimate – CobbFendley will coordinate with the CMAR 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
 - a. CobbFendley will perform internal quality control reviews on the utility plans and specifications prior to each submittal to TGS. CobbFendley will participate in TFC, Master A/E, and CMA review process.
4. Prepare 4 submittal packages for each Construction Package (assumes two packages)
 - a. CobbFendley will assemble plans and specifications and submit to the TGS 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, CMA, and CMAR comments
 - a. CobbFendley will review comments provided by TGS and review agencies and prepare written responses to the comments for inclusion with the subsequent submittal.
6. Austin Utility Location Coordination Committee (AULCC) Coordination
 - a. CobbFendley will meet with the AULCC 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 CMA, 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

Assistance to CMR and CMA

CAS Consulting and Services (CAS) will provide design, permitting and construction integration support and observation assistance to the TFC. This proposal does not include inspection services. This proposal assumes construction duration of 3 months. Below is a scope of services for the construction integration services:

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

Assumptions

1. Meetings include the following:
 - a. 1 kick-off meeting that includes one representative (2 hours in duration)
 - b. 4 internal team calls with the assumption that this phase will be no longer than two months (1 hour each)
 - c. 4 Comment review meetings with TFC team to address comments (2 hours in duration)
 - d. 3 meetings with TGS regarding gas line relocation (2 hours in duration)



2. The proposed gas alignment will consist of rerouting the gas line for Package 2C on 16th Street from Brazos west towards Congress for approximately 320 linear feet, or two (2) plan and profile sheets. The proposed gas alignment for Package 2D will consist of rerouting the gas line along Colorado Street from the north side of Martin Luther King Boulevard (MLK) to north side of 18th Street and from the north side of 16th Street to 15th Street, along Brazos Street from the north side of MLK to north side of 18th Street continuing west along 18th towards Congress, and along north side of 17th Street from Colorado to Congress. The approximate distance is 1780 linear feet of proposed gas which is eight (8) plan and profile sheets. If an alternate alignments is selected or more than ten (10) total plan and profile sheets are required, then this will be considered additional services.
3. A general permit will be required for the installation of the gas line. If a site plan permit application is required, this will be considered additional services.
4. CobbFendley will work with TFC, the Master Architect, CMA, CMR, and TGS to develop Front End Contract documents to be included for bidding and constructing the project.



**Telecommunication Relocation
CobbFendley**

Design Phase

Engineering scope of services for the telecommunication relocation task includes the following:

1. Preliminary 30% Layout/Design
 - a. Create a baseline file using the information from the Package 2 Utilities Concept Design for the telecommunication utilities, the existing utilities as-built files, and Level B information.
 - b. Gather and analyze data including electronic base file creation and AT&T, Spectrum, Level 3 and DIR records research.
 - c. Coordination meeting with AT&T, Spectrum, Level 3 and DIR regarding relocation, potential issues, and future plans in the area (if any).
 - d. Detailed analysis of existing AT&T cable infrastructure and services to confirm proposed rerouting of duct structure along Brazos and Colorado will maintain existing service feeds.
 - e. Prepare mappings of existing cable infrastructure, dimensions and duct arrangement for up to six (6) AT&T manholes, including traffic control plan and ROWMAN permitting for manhole access.
 - f. Preliminary 30% layout of telecom relocations in AutoCAD Civil3D and submit to AT&T, Spectrum, Level 3 and DIR.
2. Relocation Design Construction Drawings and Specifications will consist of the following:
 - a. Cover Sheet – 1 sheet to City of Austin General Permit Standards, per construction package
 - b. General Notes Sheet – 1 sheet with the most recent telecommunication (AT&T, Spectrum, and DIR) Standard Notes
 - c. Telecom Relocation Layout – 1 sheet showing project location and extents per construction package
 - d. Plan and Profiles – assumes ~ 2785 linear feet of telecom plan and profile sheets
 - e. Details – Prepare required telecom utility detail sheets to Spectrum, DIR and AT&T standards
 - f. Traffic Control Plan and Details – CobbFendley will coordinate with the CMR on the Traffic Control Plan associated with the construction of the project
 - g. Technical Specifications – CobbFendley will assemble standard technical specifications for the construction of the project. CobbFendley will work with TFC, the Master Architect, CMA, CMR, and provider 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%.
 - h. Quantity take-off – Will be performed in order to prepare a bid. A quantity take-off will be performed at 30%, 60%, 90% and 100% submittals to support cost estimate development.
 - i. 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
 - a. CobbFendley will perform internal quality control reviews on the utility plans and specifications prior to each submittal to Spectrum, DIR and AT&T. CobbFendley will participate in TFC, Master A/E, and CMA review process.
4. Prepare 4 submittal packages for each Construction Package (assumes three packages)
 - a. CobbFendley will assemble plans and specifications and submit to Spectrum, DIR and AT&T 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, CMA, and CMR comments.
 - a. CobbFendley will review comments provided by Spectrum, DIR and AT&T and review agencies and prepare written responses to the comments for inclusion with the subsequent submittal.
6. Austin Utility Location Coordination Committee (AULCC) Coordination
 - a. CobbFendley will meet with the AULCC for their coordination in the approval of the project.
7. Permitting support will be performed by MWM DesignGroup
8. Prepare AT&T Opti Design
 - a. Convert duct structure plan and profiles into AT&T proprietary Opti CAD platform
 - b. Prepare AT&T cable design for rerouting and connecting existing services from Congress in proposed duct structure along Brazos and Colorado in AT&T's proprietary OptiCAD platform

Bid Phase (per Package)

CobbFendley will assist in the bidding of the project, with the assumption that the CMR, or CMA, 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

Assistance to CMR and CMA (per Package)

CAS Consulting and Services (CAS) will provide construction administration and observation assistance to the TFC. This proposal does not include inspection services. This proposal assumes construction duration of 5 months. Below is a scope of services for the construction integration services:

1. Review project submittals/shop drawings
 - a. CAS will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an additional service at the Contractor's expense, as will be written in the contract documents.
2. Respond to requests for Information (RFI)
 - a. CobbFendley will coordinate Spectrum, DIR, AT&T and Contractor on RFIs and respond with clarification as needed.
3. Change Orders
 - a. CobbFendley will assist TFC in negotiation and preparation of change order documents, should they be necessary.
4. Record Drawings
 - a. CobbFendley will prepare a set of record drawings based on the Contractor's redlines in the field.



Assumptions

1. Meetings include the following:
 - a. 1 kick-off meeting that includes one representative (2 hours in duration)
 - b. 12 internal team calls with the assumption that this phase will be no longer than three months (1 hour each)
 - c. 4 Comment review meetings with TFC team to address comments (2 hours in duration)
 - d. 8 meetings with telecommunication owners (2 – DIR, 2 – Spectrum, 4 – AT&T) regarding telecommunications relocations (2 hours in duration each)
2. The proposed telecom alignment will consist of rerouting the DIR and Spectrum facilities for Package 2A on temporary utility support structure at intersection of Congress and 18th for approximately 150 linear feet, or one (1) plan and profile sheets. The proposed telecom alignment for Package 2B will consist of rerouting the DIR and Spectrum line across E. 17th Street between Congress and Brazos and reconnecting services for approximately 185 linear feet, or one (1) plan and profile sheet. The proposed telecom alignment for Package 2D consists of the following: rerouting existing AT&T conduit structure and cables from Congress Avenue to Brazos Street, starting at Martin Luther King Boulevard (MLK) and continuing east to Brazos, then continuing south on Brazos to E. 18th Street to connect to existing infrastructure for approximately 900 linear feet, or three (3) plan and profiles; rerouting existing AT&T conduit structure and cables from Congress Avenue to Colorado Street, starting at 15th Street and continuing north to MLK Boulevard for approximately 1400 linear feet, or five (5) plan and profiles; and, permanent relocation of DIR and Spectrum crossing at intersection of Congress and 18th Street for 150 linear feet, or one (1) plan and profile. If alternate alignments are selected or more than eleven (11) total plan and profile sheets are required, then this will be considered additional services.
3. The proposed AT&T Opti Cable plans will consist of conversion of eight (8) plan and profiles into OptiCAD and estimated twenty-four (24) Opti Cable Plats for rerouting cables into new duct from Congress to Brazos and Colorado, as detailed above. If alternate alignments are selected or more than thirty-two (32) total plan and profile sheets are required, then this will be considered additional services.
4. A general permit will be required for the installation of the telecommunication lines. If a site plan permit application is required, this will be considered additional services.
5. CobbFendley will work with TFC, the Master Architect, CMA, CMR, Spectrum, DIR, and AT&T to develop Front End Contract documents to be included for bidding and constructing the project.



**Water and Wastewater Relocation
CobbFendley**

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

Design Phase

1. Preliminary 30% Layout/Design
 - a. Gather and analyze data including electronic base file creation and City of Austin records research
 - b. Kick-off meeting at project commencement
 - c. Visual field inspection and documentation of existing water, wastewater, and chilled water.
 - d. Coordination meeting with Austin Water Utility regarding relocation, potential issues, and future plans in the area (if any)
 - e. Coordination meeting for the Service Extension Request at Austin Water Utility
 - f. Coordination meeting with Stephen F. Austin Building Management (Chilled Water)
 - g. Coordination meeting with USPS Building Management (Chilled Water)
 - h. Engineering Water and Wastewater Calculations and Modeling
 - i. Service Extension Request – Application and Documentation for Submittal to Austin Water Utility
 - j. Quality Assurance/Quality Control
 - k. Preliminary 30% Layout of water, wastewater, and chilled water ACAD Civil3D and submit to the Austin Water Utility.
2. Cover Sheet – 1 sheet to City of Austin General Permit Standards
3. General Notes Sheet – 1 sheet with the most recent Austin Water Utility Standard Notes
4. Water Layout – 1 sheet showing project location and extents
5. Wastewater Layout – 1 sheet showing project location and extents
6. Chilled Water Layout – 1 sheet showing project location and extents
7. AWU Grid Map Sheet – map containing the Austin Water Utility Grid map for wastewater lines in the area, 4 sheets
8. Water Plan and Profiles – assumes 2,500 linear feet of Water Line P&P, or 11 sheets
9. Wastewater Plan and Profiles – assumes 1,975 linear feet of wastewater, or 8 sheets
10. Chilled Water Plan and Profiles – assumes 1,400 linear feet of Chilled Water, or 4 Sheets
11. Water and Wastewater Standard Details
12. Chilled Water Standard Details
13. Traffic Control Plan and Details – CobbFendley will provide a Traffic Control Plan associated with the construction of the project.
14. Design Calculations – Prepare wastewater calculations as required for the plan set.
15. Technical Specifications – CobbFendley will assemble standard technical specifications for the construction of the project. The client shall provide 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%.
16. Quantity take-off – Will be performed in order to prepare bid. A quantity take-off will be performed at 30%, 60%, 90% and 100% submittals.
17. Cost Estimate. CobbFendley will prepare an opinion of probable construction cost for the utility design elements for the 60% (+/- 15%), 90% (+/- 10%) and 100% (+/- 5%) submittals.
18. QA/QC. CobbFendley will perform internal quality control reviews on the utility plans and specifications prior to each submittal to City of Austin. CobbFendley will participate in TFC, Master A/E, and CMA review process.
19. 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.
20. Respond to 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.
 21. AULCC coordination. CobbFendley will meet with the AULCC for their coordination in the approval of the project. Client Meetings and Conference Calls – Assumes 6 for water, wastewater and chilled water

Bid Phase

CobbFendley will assist in the bidding of the project. This proposal also assumes that the Owner 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.

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

Assistance to CMR and CMA

CAS Consulting and Services (CAS) will provide design, permitting and construction integration support and observation assistance to the TFC. This proposal does not include inspection services. This proposal assumes construction duration of 2 months. Below is a scope of services for the construction integration services:

1. Preconstruction Meeting.
2. Review project submittals/shop drawings.
 - a. 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 at the Contractor's expense, as will be written in the contract documents.
3. Respond to Requests for Information (RFI).
 - a. CobbFendley will coordinate with City of Austin and Contractor on RFIs and respond with clarifications as needed.
4. Change Orders.
 - a. CobbFendley will assist City of Austin in negotiation and preparation of change order documents, should they be necessary.
5. Field Meetings during construction, assumes 4.
6. Final Walkthrough.
7. Record Drawings. CobbFendley will prepare a set of record drawings based on Contractor's redlines in the field.
8. Project Closeout. CobbFendley will assist the TFC in closing out the contract, reviewing final pay applications and affidavits, and preparing a concurrence letter.

Assumptions

1. Meetings in the Engineering Design Phase include the following:
 - a. 1 kick off meeting that includes one representative
 - b. 1 meeting with Austin Water Utility at 30%
 - c. 1 Meeting with Stephen F. Austin Building Management regarding chilled water connections



- d. 1 Meeting with USPS Building Management regarding chilled water connections
 - e. 4 Submittal meetings with Austin Water Utility
 - f. Client Meetings and/or Conference Calls – Assumes 6
2. The scope of services was based on the Page Southerland Page, Inc. drawing 2UTIL-200 50% Concept Design drawing dated February 21, 2017 (Sheet 31 of 40 – Sheet Name Package 2 – Utilities Layout and Legend) . The following is CobbFendley’s understanding of the project water, wastewater, and chilled water relocations. If additional lines are to be relocated or upgraded and not listed below, then this will be considered additional services. CobbFendley will coordinate with the TFC team to proactively identify lines that must be upgraded due to future projects. Once detailed design occurs, it is common that additional utilities are identified to be relocated. These will be considered additional service if not listed below.

Water Relocations and Upgrades	LF
Colorado Street - MLK to 17th Street - 12"	800
18th Street crossing Congress temporary utility support structure (not shown on plans) - 8"	100
17th Street crossing Congress temporary utility support structure (not shown on plans) - 8"	100
18th Street Congress to Brazos Street - 12"	450
18th Street - unknown water line crossing size to PUC Building	50
Brazos Street – MLK Blvd to 17th Street	800
Brazos Street crossing - south of MLK Blvd to service future building	100
17th Street crossing east of Congress service future buildings	100

Wastewater Relocation and Upgrades	LF
MLK Blvd - from Congress Street to Brazos Street, south to 18th Street - 12"	800
Brazos Street crossing, south of MLK Blvd, unknown size to service future building	100
18th Street crossing Congress, 12" WW line – temporary utility support structure crossing	175
18th Street crossing, branches that tie into from Bob Bullock and Stephen F. Austin building	500
17th Street, west of Congress to east of Congress - temporary utility support structure - min 8"	400
17th Street, east of Congress service, service - unknown	100
17th Street, east of Congress to San Jacinto Street	700



Chilled Water	LF
18th street, crossing Congress - 12" chilled on temporary utility support structure	600
17th street, crossing congress - 12" on utility temporary utility support structure	800

3. The Austin Water Utility 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 water, wastewater and chilled water lines. If a site plan permit application is required, then this will be considered additional services.
5. The client will provide the number of fixtures/units, densities, flow rates, and fire flow requirements required for modeling the water and wastewater pipes for the Service Extension Request submittal to Austin Water Utility. If not provided, then this will result in additional services to obtain the appropriate information.
6. The proposal assumes the chilled water connections can be made outside of the buildings.
7. The client will provide Front End Contract documents for the project manual used in bidding and constructing the project.
8. The utility relocation scope is based on the existing and proposed utility locations shown on the Page Southerland Page, Inc. drawing 2UTIL-200 50% Concept Design drawing dated February 21, 2017 (Sheet 31 of 40 – Sheet Name Package 2 – Utilities Layout and Legend)
9. In the event the existing utilities are not located at the locations shown on the 50% Concept Design Utilities Layout referenced above, then this will be considered additional services.
10. In the event the layout of the proposed utilities are in different locations from the locations shown on the 50% Concept Design Utilities Layout referenced above, then this will be considered additional services.
11. Erosion and sedimentation controls will also be provided for these relocations based on the 50% Concept Design Utilities Layout referenced above. If the existing and/or proposed utilities are in different locations from the locations shown on the 50% Concept Design Utilities Layout referenced above, then this will be considered additional services.
12. This scope of services and fees does not include fees due to outside agencies for submittals, reviews, impacts, etc. associated with the project, including the City of Austin.



Stormwater Relocation MWM DesignGroup

Stormwater System Design

The Package 2 stormwater design is organized in three sections to coordinate the storm relocations as follows:

1. Storm Demolition
2. Interim Storm Conveyance (pumped)
3. Ultimate Conditions Storm Plan

Storm Demolition

Storm demolition limits will be identified and sheets will be provided to convey the demolition of storm infrastructure that is conflicting with the limits of excavation/construction. Anticipated storm infrastructure to be demolished includes piping, manholes, curb, and area inlets. MWM DesignGroup (MWM) anticipates providing demolition of two consecutive blocks on each demolition sheet (5 sheets total).

Interim Storm Conveyance (pumped)

MWM understands that drainage discharging to existing infrastructure that is being demolished for excavation/construction will need be conveyed in the interim period while the underground garage is being constructed. MWM has been advised that interim conveyance design has approximated 50-75 CFS (100-year storm events) to collect at 2 separate discharge points directly upstream of the underground garage excavation limits. At each discharge point, the storm drainage will be collected and conveyed into a lift station, comprised of 2 (two) 11,000-12,000 GPM pumps enclosed in a 14' diameter 10' deep wet well that will pump the storm water over the temporary utility support structure crossing and discharge back into the existing storm water infrastructure downstream of the excavation/construction. MWM will perform hydrologic and hydraulic (H&H) modeling to confirm flows and provide detailed design of the lift station and wet well. MWM anticipates up to 4 plan and section sheets to convey the design intent for the two temporary pump stations. Up to two plan and profile sheets are anticipated for temporary piping, for a total of 6 sheets.

Ultimate Conditions Storm Plan

MWM will perform H&H modeling for and design the Ultimate Conditions Storm Plan which consists of the proposed storm system that will be in place once the Capitol Complex is built and fully functioning. MWM understands that permanent storm piping will run through the underground garage, conveying the storm water that was being pumped in the interim condition. Per direction from the City of Austin, proposed storm water infrastructure will be sized modeling the fully developed conditions for the watershed. Model will assume COA infrastructure upstream and downstream is upgraded/sized adequately. In addition, MWM understands that criteria for the drainage system pipe sizing includes 25-year storm HGL to be contained within the pipe and 100-year storm HGL to be contained within the gutter/street. Proposed storm line stubs and services to both future buildings and the future Texas Mall will be accounted for in the design. MWM anticipates up to 17 plan and profile sheets to convey the design intent and up to two standard detail sheets for a total of 19 sheets.



Deliverables, Meetings, Specifications, and Cost Opinion

- MWM anticipates 30%, 60%, 90%, and 100% milestone submittals for the scope of work described above in electronic format (pdf).
- MWM will participate in up to four team meetings – one project kick-off meeting and three quarterly review meetings.
- MWM will participate in 4 comment review meetings with TFC team to address submittal comments (2 hours in duration each)
- MWM will identify standard specifications and/or provide special specifications, as appropriate, for the portions of work that are exclusively related to MWM's scope described above.
- MWM will provide a cost opinion for the portions of the work that are exclusively related to MWM's scope described above with each design submittal.

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 already paid into 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 contractor or a subcontractor 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 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.
9. Cover, general notes, erosion control, and all other plan sheets not specifically mentioned above will be provided by others.
10. Preparation of the project manual and front end documents will be by others.
11. Advertisement, bidding, and construction integration services are not included in this scope of work but can be performed as additional services.

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.



Thermal Piping Relocation Burns & McDonnell

The Burns & McDonnell scope of services is limited to mechanical engineering and does not include civil plan and profiles, structural engineering, electrical engineering, or site restoration. These services are included in the CobbFendley water/wastewater design services.

Chilled water line design services will include:

1. Examination of the existing chilled water utility sizes and load data to ensure adequate capacities exist for proposed expansion projects.
 - a. Design and specification per TFC standards of the following items:
 - i. Routing of new temporary chilled water utilities across temporary utility support structure spanning Congress Ave in both locations, 18th Street and 17th Street, in order to satisfy the need for continuous operation of associated campus loads. Coordination with team to prevent conflict with other new temporary routings.
 - ii. Connection of existing chilled water piping to new temporary connection during scheduled shut down of system in both locations.

Scope

1. Data Development
 - a. Coordination meeting with CobbFendley, Master Architect, CMA to come up to speed on the current concept design
2. Relocation Design Construction Drawings and Specifications will consist of the following:
 - a. General Notes Sheet – 1 sheet with applicable mechanical notation
 - b. Existing Plan View Sheet- 1 Sheet showing existing layout of thermal utilities
 - c. Mechanical Site Plan – 1 sheet showing relocated piping and connections
 - d. Details – Prepare applicable thermal utility details
 - e. Technical Specifications – supply Division 23 HVAC specifications applicable to project
 - f. 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. Burns & McDonnell to assist CobbFendley. It is assumed the 30% submittal is covered under the Balfour Beatty scope.
3. QA/QC
 - a. Burns & McDonnell will perform internal quality control reviews on the thermal utility plans and specifications prior to each submittal to the City of Austin.
4. Prepare 4 submittal packages
 - a. This proposal assumes there will be a 30%, 60%, 90%, and 100% Final Bid Set submittal.
5. Respond to TFC, Master Architect, CMA, and CMR comments
 - a. Burns & McDonnell will review comments provided by the City of Austin and review agencies and prepare written responses to the comments for inclusion with the subsequent submittal.
6. Assistance to CMAR and CMA (assumed 3 months total).
 - a. 1 site visit during design and 2 site visits during construction are included.
7. Attendance at 1 pre-bid meeting is included. Additional bidding phase services are not included.
8. Meetings include the following:
 - a. 1 kick-off meeting that includes one Burns & McDonnell representative
 - b. 2 internal team calls with the assumption that this phase will be no longer than one month



- c. This proposal includes an allotment for a total of 8 on site meetings. 11 man-days are assumed to allow for multiple attendees as needed for certain meetings.
- 9. Permitting is by others.
- 10. Printing is by others.



Structural Design Brierley Associates

This proposal and associated scope was developed based on our understanding of Package 2 Site Utilities 50% Concept Design (dated February 22nd, 2017) and discussions with CobbFendley. The temporary utility support structures are anticipated to be approximately 140' clear spans with foundation elements not being desired within the excavation envelope. A minimum vertical clearance of 18' above the excavation envelope is desired as well.

Design Deliverables

1. Brierley Associates (Brierley) will furnish design submittals at the 30%, 65%, 95% (Issued for Permitting) and 100% (Issued for Construction) levels for the temporary utility support structures required for Phase 2A (4 submittals overall). The 95% and 100% packages will be sealed by a Professional Engineer registered in the state of Texas.
2. Brierley will provide shop and erection drawing review and address RFI's regarding the temporary utility support structures.
3. Field observation of the abutment and superstructure installations will be provided prior to placing the structures in service.

Assumptions

1. We will provide a design of the utility supports sub- and super- structure to include the following:
 - a. Required foundation elements such as spread footings or drilled piers.
 - b. Abutment design & details.
 - c. Superstructure design & details.
 - d. Review of shop and erection drawings, addressing RFI's related to same.
 - e. Observation of installation/erection of these elements.
2. Components and details will be similar between temporary utility support structures to greatest extent possible.
3. Locations of surface and/or subsurface features will be provided to Brierley electronically in a CAD format to establish feasible locations of foundations. It is inferred that foundation elements should be located outside the excavation envelope to the greatest extent possible.
4. Size, grade, weight, maximum span, thrust loads and/or any special design requirements (deflection limitations, thermal considerations, etc.) of all utilities required to be supported by the crossing will be provided to Brierley by CobbFendley.
5. Brierley will perform the entirety of its scope of work in accordance with the Standard of Care outlined in Section 6.1.4 of CobbFendley's master SSE contract with TFC.
6. Pricing includes project specific riders for a 2 ea. 1-year periods to increase Professional Liability Insurance limits from \$5M to \$10M per claim and general aggregate and General Liability limits from \$1M/\$2M to \$2M/\$4M each occurrence/general aggregate. Please note Brierley Associates policy anniversary date is April 1 and that riders are not pro-rated by insurance carrier.
7. 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.
8. Brierley will generally comply with Page's BIM Execution Plan V.1.0, dated 2017-03-20 in developing our contract documents to a BIM 3D Level of Detail 300 (i.e. cost or schedule loading is not included in model) as specified in the BIM Execution plan.



Exclusions/Limitations

1. Geotechnical investigation and exploration of subsurface conditions is being performed by CobbFendley in its role as SSE; Brierley will be providing geotechnical foundation recommendations for the temporary utility support structures prior to beginning design work. Potholing to determine top of rock elevations will be required if spread footings are ultimately selected; this data may be available from previous Cobb Fendley SSE work in vicinity. Any additional geotechnical data later determined necessary for design of the temporary utility support structures would be obtained by CobbFendley under this SSE contract.
2. Locations of utilities and other features in vicinity of the temporary utility support structures foundations and abutments will be provided by CobbFendley; Brierley will be entitled to rely on this information as provided.
3. Brierley will not design or otherwise detail the utility system or individual components. Structural design of the lift station wet well was noted as being by contractor on sheet 2UTIL-C300A.1 and is not included in Brierley's scope; this wet well is assumed to not interfere or need to be coordinated with the temporary utility support structures abutment design.
4. Design and detailing of hangers/supports on the temporary utility support structures abutment and superstructure will be a collaborative effort between Brierley and CobbFendley; Brierley will provide supporting engineering calculations and details of the hangers and supports on the drawings as part of the overall temporary utility support structures deliverable.
5. Brierley assumes shop fabrication and erection drawings will be provided by the contractor.
6. Brierley will provide submittals in electronic format; one 11"x17" size hardcopy of submittal drawings will be furnished upon request. CobbFendley or others will be responsible for full size (22"x34" or 24"x36" size) reproductions of drawings as required for submission to permitting agencies.
7. Any environmental assessments, reports, tree protection/mitigation, permits, etc. required for the temporary utility support structures and/or utilities are by others. Brierley will provide supporting information (in electronic form) relevant to the temporary utility support structures to those obtaining permits, any associated printing requirements are by others.
8. Note pricing accounts for substantially identical components and details from first to second structure. If unique structures are required, fee for second structure will be increased to the same amount as the fee for the first structure.



**Traffic Control Engineering
CobbFendley**

Based on the referenced 50% concept drawing, CobbFendley proposes to provide sealed traffic control input to the CMR for the project as follows:

- | | |
|---|--------------|
| 1. MLK from Colorado to Brazos | Lane Closure |
| 2. Colorado from 17 th to 16 th | Lane Closure |
| 3. Colorado from 16 th to 15 th | Lane Closure |
| 4. 18 th from Colorado to Brazos | Road Detour |
| 5. 18 th from Congress to Brazos | Road Detour |
| 6. Colorado from MLK to 18 th | Road Detour |
| 7. Colorado from 18 th to 17 th | Road Detour |
| 8. Brazos from MLK to 18 th | Road Detour |
| 9. Brazos from 18 th to 17 th | Road Detour |
| 10. 17 th from Colorado to Brazos | Road Detour |
| 11. 16 th from Congress to Brazos | Road Detour |
| 12. 14 th from San Jacinto to Brazos | Tunneling |
| 13. Brazos from 14 th to 16 th | Tunneling |
| 14. 16 th from Brazos to Congress | Tunneling |



**Permitting Support
MWM DesignGroup**

Permitting and AULCC Coordination Services Lot 2 utility 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. Internal reviews
19. Team meetings/team coordination
20. Project administration

General Permit Lot 2 Utility Relocate

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
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. Internal reviews
26. Team meetings/team coordination
27. Project administration

Phased Site Permit Utility Relocate

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

Encroachment Agreement Temporary Utility Support Structures

1. Evaluate and document for context of the Priority Programs and policy directives set forth in the Imagine Austin Comprehensive Plan
2. Research and compile info for transmittal letter
3. Prepare app packet for ORES
4. Prepare app packet for preliminary AULCC review



5. Submit preliminary packet to AULCC for review
6. Attend preliminary AULCC meeting
7. Update AULCC workbook with utility conflicts/responses
8. Prepare submittal for 30% AULCC review
9. Submit 30% AULCC packet for review
10. Attend 30% AULCC meeting
11. Update AULCC workbook conflicts/responses 30%
12. Work with team and utilities to resolve conflicts 30%
13. Prepare submittal for 60% AULCC review
14. Submit 60% AULCC packet for review
15. Attend 60% AULCC meeting
16. Update AULCC workbook conflicts/responses 60%
17. Work with team and utilities to resolve conflicts
18. Prepare submittal for 90% AULCC review
19. Submit 90% AULCC packet for review
20. Attend 90% AULCC meeting
21. Update AULCC workbook conflicts/responses 90%
22. Work with team and utilities to resolve conflicts 90%
23. Prepare closeout paperwork to AULCC for approval letter
24. Submit closeout packet to AULCC
25. Pickup/scan/file/distribute approval letter
26. Submit app packet for encroachment to ORES
27. Review and distribute comments U1
28. Prepare U1 submittal packet
29. Work with city and team to address comments U1
30. Submit U1 review packet
31. Review and distribute comments U2
32. Prepare U2 submittal packet
33. Work with city and team to address comments U2
34. Submit U2 review packet
35. Review and distribute final comments
36. Work with City and team to address final comments
37. Prepare submittal packet for Planning/Zoning Platting Commission
38. Submit packet for Planning/Zoning Platting Commission
39. Attend Commission Meeting
40. Prepare closeout docs and paperwork
41. Submit close-out docs and paperwork
42. Prepare packet for city council
43. Submit packet for city council
44. Attend city council meeting
45. Pickup/scan/file/distribute encroachment agreement
46. Internal reviews
47. Team meetings/team coordination
48. Project administration

Temporary Utility Support Structure 1 Building Permit

1. Prepare building application package
2. Meet with utilities



3. Submit 100% CD permit set for review
4. Submit payment for the review fees
5. Meet for comments/send to team
6. Prepare U1 package for submittal
7. Coordinate with City and team for U1
8. Submit U1 package for review
9. Meet for U1 comment/send to team
10. Prepare U2 package for submittal
11. Coordinate with City and team for U2
12. Submit 100% U2 package for review
13. Meet for U2 comments/send team
14. Prepare U3 package for submittal
15. Coordinate with City and team for U3
16. Submit 100% U3 package for review
17. Coordinate informal reviews
18. Meet permit center for building permit/approved plans
19. Submit payment for the building permit.
20. Internal reviews
21. Team meetings/team coordination
22. Project administration

Temporary Utility Support Structure 2 Building Permit

1. Prepare building application package
2. Meet with utilities
3. Submit 100% CD permit set for review
4. Submit payment for the review fees
5. Meet for comments/send to team
6. Prepare U1 package for submittal
7. Coordinate with City and team for U1
8. Submit U1 package for review
9. Meet for U1 comment/send to team
10. Prepare U2 package for submittal
11. Coordinate with City and team for U2
12. Submit 100% U2 package for review
13. Meet for U2 comments/send team
14. Prepare U3 package for submittal
15. Coordinate with City and team for U3
16. Submit 100% U3 package for review
17. Coordinate informal reviews
18. Meet permit center for building permit/approved plans
19. Submit payment for the building permit
20. Internal reviews
21. Team meetings/team coordination
22. Project administration



**SWPPP Design
CobbFendley**

The Storm Water Pollution Prevention Plan (SWPPP) will include the following:

1. Temporary Erosion & Sedimentation (E/S) controls placed along and/or at the down gradient side of the utility relocation site(s) as needed according to the scopes outlined above. These temporary E/S controls will be installed and maintained throughout the project at locations that will be noted in the design plans to prevent sediment from leaving the construction site(s). These temporary E/S controls will remain in place until all disturbed areas have been properly restored after the utility relocation construction has been completed. The type of temporary E/S controls will be determined during the design phase of the project.
2. Permanent Erosion & Sedimentation controls will be determined during the design phase of the project and installed at the conclusion of the construction operations at all disturbed areas.



**Design, Permitting, and Construction Integration
CAS Consulting and Services, Inc.**

This proposal addresses the advertised phases of the Utilities Package Capitol Complex Project:

1. Utility relocations to enable excavation of the 1601 Congress building site.
2. Utility relocations to enable the installation of the new Utility Tunnel, and excavation and construction of the Central Utility Plant expansion to the Sam Houston Building.
3. Utility relocations to enable the legal vacation and excavation of the current Congress Avenue right of way.

Design Phase Services

Work with the EOR design team, Master Architect, CMA and CMR during Design Phase Services for the project's three (minimum) phases at the 30%, 60%, and 90% levels to gain a high knowledge of the design with the intent of assisting the project through the City approval process. Activities may include:

- a. Review General Conditions, Supplemental General Conditions and Special Provisions for applicability and adequacy for the work contemplated
- b. Review technical specifications
- c. Ensure that named products in technical specifications are on the respective utility's approved product list
- d. Review designers' selection of products and materials
- e. Review easements and rights-of-entry for proposed construction
- f. Review and compare as-built records of all affected franchise and public utilities in site development sites and in street right-of-ways against the designers' plan sets
- g. Participant in site visits to compare the design plans to actual field conditions
- h. Participate in the constructability reviews of plans and referenced details
- i. Participate in the constructability reviews of the project phasing
- j. Support the constructability review relative to public impact
- k. Review proposed accessibility to all affected buildings/facilities
- l. Review designs against the utilities' design standards
- m. Review proposed bid items, quantities and cost estimates
- n. Assist EOR design team when needed with City of Austin policies and procedures

Bid Phase Services

Work with the EOR design team, Master Architect, CMA and CMR during Bid Phase Services for the project's three (minimum) phases:

- a. Attend the pre-bid meetings
- b. Assist with bidders' questions during the pre-bid meetings
- c. Assist with RFI's during the bid process

Assistance to CMR and CMA

Work with the EOR design team, Master Architect, CMA and CMR during Construction Integration Services for the project:

- a. Coordinate efforts with utility owner representatives/inspectors and other project team members
- b. Review submittals/shop drawings
- c. Assist with RFI's



Street Reconfiguration Allowance CobbFendley

Scope

The scope of work for CobbFendley to design and engineer the street reconfiguration required to construct the buildings at 1801 Congress Avenue, 1601 Congress Avenue, and vacate Congress Avenue is presented in this section.

Design

Based on the tables below [found in the Traffic Impact Analysis (TIA) performed by DeShazo Group, Inc. dated December 5th, 2016], CobbFendley proposes to provide sealed street reconfiguration plans to the COA and TFC team. Scope will be finalized once the COA and the TFC team are in agreement on the final TIA recommendations.



Intersection	Proposed Changes	Proposed Mitigation
15th Street at Trinity Street	Traffic signal operation remains the same, 3-northbound lanes and bike lane on east side of street, west outside lane is reduced to 12 feet wide.	No mitigation measures required.
15th Street at San Jacinto Boulevard	No change.	Optimize the current PM peak hour traffic signal timings to improve the level of service.
15th Street at Brazos Street	No change.	No mitigation measures required.
15th Street at Congress Avenue	The southbound leg of Congress Avenue will be closed to vehicular traffic.	No mitigation measures required.
15th Street at Colorado Street	No change.	No mitigation measures required.
15th Street at Lavaca Street	No change.	No mitigation measures required.
15th Street at Guadalupe Street	No change.	No mitigation measures required.
16th Street at San Jacinto Boulevard	16th St will be converted from one-way westbound to a two-way street; the on-street parking will be removed; travel lanes will be 11 ft wide.	A stop sign is required for the eastbound approach.
16th Street at Brazos Street	16th St will be converted from one-way westbound to two-way; on-street parking will be removed; travel lanes will be 11 ft wide.	No mitigation measures required.
16th Street at Congress Avenue	16th St will be converted from one-way westbound to a two-way street; on-street parking will be removed; travel lanes will be 11 ft wide. Vehicular traffic on Congress Avenue will be prohibited.	A stop sign is required for the eastbound approach.
16th Street at Colorado Street	16th St will be converted from one-way westbound to a two-way street; on-street parking will be removed; travel lanes will be 11 ft wide.	A stop sign is required for the eastbound approach.
16th Street at Lavaca Street	16th St will be converted from one-way westbound to a two-way street; on-street parking will be removed; travel lanes will be 11 ft wide.	A traffic signal head will be required for the eastbound approach.
16th Street at Guadalupe Street	16th St will be converted from one-way westbound to a two-way street; on-street parking will be removed; travel lanes will be 11 ft wide.	A stop sign is required for the eastbound approach.
17th Street at Trinity Street	17th St will be converted from one-way westbound to a two-way street; on-street parking will be removed; travel lanes will be 11 ft wide.	No mitigation measures required.
17th Street at San Jacinto Boulevard	17th St will be converted from one-way westbound to a two-way street; on-street parking will be removed; travel lanes will be 11 ft wide.	A stop sign is required for the eastbound approach.
17th Street at Brazos Street	17th St will be converted from one-way westbound to a two-way street; on-street parking will be removed; travel lanes will be 11 ft wide.	Provide all way stop signs at this intersection.
17th Street at Congress Avenue	17th St will be converted from one-way eastbound to two-way; parking remains on north side of street; travel lanes will be 11 ft. wide; 17th Street will be terminated and no longer intersect with Congress Avenue.	Remove stop signs on Congress Avenue. Retain stop sign on 16th Street.
17th Street at Colorado Street	17th St will be converted from one-way westbound to a two-way street; on-street parking will be removed; travel lanes will be 11 ft wide.	A stop sign is required for the westbound approach.
17th Street at Lavaca Street	17th St will be converted from one-way westbound to a two-way street; on-street parking will be removed; travel lanes will be 11 ft wide.	A traffic signal head will be required for the westbound approach.
17th Street at Guadalupe Street	17th St will be converted from one-way westbound to a two-way street; on-street parking will be removed; travel lanes will be 11 ft wide.	A traffic signal head will be required for the westbound approach.



Intersection	Proposed Changes	Proposed Mitigation
18th Street at Trinity Street	The west outside lane on Trinity Street will be reduced from 23 ft to 12 feet wide. 18th St gets converted from a one-way westbound to a two-way street.	No mitigation measures required.
18th Street at San Jacinto Boulevard	18th St will be converted from a one-way westbound to a two-way street; parking will be removed; travel lanes will be 12 ft wide.	All-way-stop operation is recommended.
18th Street at Brazos Street	18th St will be converted from a one-way westbound to a two-way street; parking will be removed; travel lanes will be 12 ft wide.	A stop sign is required for the eastbound approach.
18th Street at Congress Avenue	18th St will be converted from a one-way westbound to a two-way street; parking will be removed; travel lanes will be 12 ft wide. Northbound vehicular traffic on Congress Avenue will be prohibited.	A stop sign is required for the eastbound approach. Remove stop sign for northbound approach on Congress Avenue.
18th Street at Colorado Street	18th St will be converted from a one-way westbound to a two-way street; parking will be removed; travel lanes will be 12 ft wide.	A stop sign is required for the eastbound approach.
18th Street at Lavaca Street	18th St will be converted from a one-way westbound to a two-way street; parking will be removed; travel lanes will be 12 ft wide.	A stop sign is required for the eastbound approach. Perform traffic signal warrant analysis. Consider installing traffic signal at this intersection.
18th Street at Guadalupe Street	18th St will be converted from a one-way westbound to a two-way street; parking will be removed; travel lanes will be 12 ft wide.	A stop sign is required for the eastbound approach.
MLK Jr Boulevard at Trinity Street	No change	Optimize the PM peak hour traffic signal timings in phase 1. Optimize the peak hour traffic signal timings in phases 1 and 2.
MLK Jr Boulevard at San Jacinto Boulevard	No change	Optimize the AM peak hour traffic signal timings in phase 3.
MLK Jr Boulevard at Brazos Street	No change	No mitigation measures required.
MLK Jr Boulevard at Congress Avenue	Congress will be closed for through traffic and pedestrian Mall will be provided along congress. Only southbound bus traffic will be permitted along Congress Avenue. All other traffic will be restricted on Congress.	Restrict MLK Blvd westbound left and eastbound right turns to only allow buses only. Provide signage to restrict these movement to other vehicle. Also provide exclusive pedestrian phase at this intersection.
MLK Jr Boulevard at Colorado Street	no changes at this time	Perform traffic signal warrant analysis. Consider installing traffic signal at this intersection.
MLK Jr Boulevard at Lavaca Street	no changes at this time	No mitigation measures required.
MLK Jr Boulevard at Guadalupe Street	no changes at this time	No mitigation measures required.
Brazos Street at Parking Driveway 1	no changes at this time	No mitigation measures required.
18th Street at Parking Driveway 2	no changes at this time	No mitigation measures required.
17th Street at Parking Driveway 3	no changes at this time	No mitigation measures required.
Colorado Street at Parking Driveway 4	Consider aligning Parking Driveway 4 with Parking Driveway 5 at midblock on Colorado Street.	No mitigation measures required.
Colorado Street at Parking Driveway 5	Consider aligning Parking Driveway 5 with Parking Driveway 4 at midblock on Colorado Street.	No mitigation measures required.
16th Street at Parking Driveway 6	Consider aligning Parking Driveway 6 with Parking Driveway 7 at midblock on 16th Street.	No mitigation measures required.
16th Street at Parking Driveway 7	Consider aligning Parking Driveway 7 with Parking Driveway 6 at midblock on 16th Street.	No mitigation measures required.
Colorado Street at Parking Driveway 8	no changes at this time	No mitigation measures required.
17th Street at Parking Driveway 9	no changes at this time	No mitigation measures required.



Attachment 3

Rate Sheets



Cobb Fendley & Associates Inc.

2017 Standard Rate Schedule

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



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").....	\$0.15/Each
➤ Color Prints (Up to 11" x 17")	\$1.50/Each
➤ Color Prints (Larger than 11" x 17").....	\$3.00/Sq. Ft.
➤ Bluelines (All Sizes)	\$1.00/Each
➤ Bond Prints (All Sizes)	\$2.00/Each
➤ Mylar Prints	\$12.00/Each
➤ Vellum Prints	\$9.00/Each

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

TFC CONTRACT NO. 16-101-000

AMENDMENT NO. 4

EXHIBIT B-4

INSURANCE FOR EOR EXCAVATION DESIGN PACKAGE SERVICES

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 - 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.

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

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

ATTACHMENT

**Revised Exhibit M from the Site Services Engineer (SSE)
Professional Services Agreement**

OWNER'S 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'

TFC Contract No. 16-101-000

Cobb Fendley and Associates, Inc.

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

1.4 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;

TFC Contract No. 16-101-000

Cobb Fendley and Associates, Inc.

- 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 (to be maintained no less than 3 years after Substantial Completion)	\$4,000,000.00
Personal and Advertising Injury	\$2,000,000.00
Contractual Liability	\$2,000,000.00

TFC Contract No. 16-101-000

Cobb Fendley and Associates, Inc.

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.

TFC Contract No. 16-101-000

Cobb Fendley and Associates, Inc.

\$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.

TFC Contract No. 16-101-000

Cobb Fendley and Associates, Inc.

- 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;

TFC Contract No. 16-101-000

Cobb Fendley and Associates, Inc.

- 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
PO Box 13047
Austin, Texas 78711-3047

TFC Contract No. 16-101-000

Cobb Fendley and Associates, Inc.

- 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

TFC Contract No. 16-101-000

Cobb Fendley and Associates, Inc.

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.

TFC Contract No. 16-101-000

Cobb Fendley and Associates, Inc.

- 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.