

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Agreement is made this the _____ day of January 2016, between the City of Seguin, Texas ("City"), 205 North River Street, Seguin, Texas 78155 and Brown and Gay Engineers, Inc. ("Engineer"), 7000 North Mopac Expressway, #330, Austin, Texas 78731, for the provision of professional engineering services in connection with the City's implementation of a public works program, specifically the design and construction of the Tor Road Reconstruction Project (the "Project"), funded, in part, by a grant from the Texas Department of Transportation through the Alamo Area Metropolitan Planning Organization.

ARTICLE 1 ENGINEER'S SERVICES AND RESPONSIBILITIES

1.1 STANDARDS OF PERFORMANCE

1.1.1 The Engineer will be responsible for the design, any preliminary engineering, and environmental services for the Project. The Project consists of providing environmental clearance, design and preparation of plans, specifications and estimate for the widening and reconstruction of Tor Drive from Business 123 to SH 123 in Seguin, Texas, as more fully set forth in the attached Exhibit "B," "Services to be Provided by Engineer."

1.1.2 The performance of all services by the Engineer in connection with this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws governing their respective consulting disciplines. In performing all services under this Agreement, the Engineer will use that degree of care and skill ordinarily exercised for similar projects in the area by professional Engineers who possess special expertise in the types of services involved under this Agreement.

1.1.3 No work under this Agreement will be subcontracted by the Engineer without prior written approval from the City. Any work or services subcontracted under this Agreement will be specified by separate written Agreement and will be subject to each provision of this Agreement. Persons hired by the Engineer or its subcontractors shall not be employees of or have any contractual interest with the City. The subcontractors set forth in Exhibit D, attached hereto, are specifically approved by the City.

1.1.4 Any provisions in this Agreement pertaining to the City's review, approval or acceptance of written materials prepared by the Engineer or its subconsultants, contractors, and subcontractors in connection with this Agreement will not diminish the Engineer's responsibility for the services set forth herein.

1.1.5 Engineer will perform all of its services in coordination with the City. The Engineer will advise the City of data and information the Engineer needs to perform its services and the Engineer will meet with City representatives at mutually convenient times to assemble this data and information.

1.2 ADDITIONAL SERVICES/CHANGE IN SERVICES

1.2.1 Since the Engineer's compensation is a fixed fee for Basic Services, including minor deviations from those described in this Agreement, compensation to the Engineer for Additional Services will only be for substantial deviations from the scope of services described in this Agreement.

1.2.2 Each material change (deletion or addition) in the services to be provided by Engineer must be authorized by the City on the Authorization of Change in Services form attached to this Agreement as Exhibit E. Compensation for additional services will be in addition to that specified for Basic Services in accordance with Article 12 of this Agreement. The approval of the City's governing body is necessary for all additional services in which compensation would exceed \$25,000.00.

ARTICLE 2 THE CITY'S RESPONSIBILITIES

The City will:

2.1 Provide full information to the Engineer regarding the City's requirements for the Engineer's services under this Agreement. The City will furnish the Engineer with copies of official City design standards and construction standards, and other data and information in the City's possession needed by the Engineer at the Engineer's request.

2.2 Designate Joe Ramos, P.E., City Engineer, as the City's Project Manager and authorized representative to act on the City's behalf with respect to this Agreement. The City will examine the documents and information submitted by the Engineer and promptly render responses to the Engineer on issues requiring a decision by the City during the design phase of the project.

2.3 Provide access to and make all necessary provisions for the Engineer to enter public and private property as required for the Engineer to perform its services under this Agreement.

2.4 Furnish to the Engineer all items set forth in Exhibit "A," "Services to be Provided by City" that is attached to this Agreement.

2.5 Bear all costs incidental to this Article.

ARTICLE 3 PAYMENTS TO THE ENGINEER

3.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES. Payments for Basic Services will be made to Engineer monthly following receipt by City of Engineer's invoices and appropriate payment requisitions. The amounts of these invoices will be based upon the extent of work completed by the Engineer on a percentage basis within each phase of services, in accordance with Article 12 of this Agreement, less any disputed amounts, pending resolution thereof.

ARTICLE 4 ENGINEER'S RECORDS

4.1 All expense records of Engineer will be kept on a recognized accounting basis acceptable to the City and will be available to the City at mutually convenient times.

4.2 The City, its auditors, federal auditors, and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

4.3 The Engineer will furnish to the City at such time and in such form as the City may require, financial statements including audited financial statements, records, reports, data and information, as the City may request pertaining to the matters covered by this Agreement.

ARTICLE 5 OWNERSHIP AND USE OF DOCUMENTS

5.1 All documents prepared by Engineer in connection with this Agreement will become the property of the City whether any project related to this Agreement is executed or not. City agrees such documents are not intended or represented to be suitable for reuse for another project by City or others. Any such reuse by City or those who obtained said documents from City without written verification or adaptation by the Engineer will be without liability or legal exposure to the Engineer.

5.2 The Engineer will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the City, for a period of three years except in the event that the Engineer goes out of business during that period, it will turn over, to the City, all of its records relating to the Project for retention by the City.

ARTICLE 6 TERM; TERMINATION OF AGREEMENT

7.1 The term of this Agreement begins on the effective date established in the first paragraph of the Agreement and will end upon the Engineer's completion, and the City's acceptance of all services described in this Agreement unless this Agreement is terminated under Sections 7.2 or 7.3 below. The attached Exhibit "C" designates the proposed time for completion of the project; however said time schedule may be amended by agreement of the Parties. It is anticipated that this contract will end December 31, 2017.

7.2 This Agreement may be terminated by either party upon 15 calendar days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

7.3 This Agreement may be terminated at will by the City upon at least 15 calendar days prior written notice to the Engineer.

7.4 In the event of termination as provided in this Article, the Engineer will be compensated for all services performed to termination date which are deemed by the City to be in accordance with this Agreement. This amount will be paid by the City upon the Engineer's delivering to the City all information and materials developed or accumulated by the Engineer in performing the services described in this Agreement, whether completed or in progress. The expense of reproduction of these items will be borne by the City.

ARTICLE 7 INSURANCE AND INDEMNITY

7.1 The Engineer will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts or omissions of the Engineer, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Engineer and/or its agents and/or employees. This obligation by Engineer will not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7.2 The Engineer will procure and maintain at Engineer's expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by Engineer or Engineer's agents, subcontractors or employees. Before commencing the work the Engineer will furnish to the City a certificate or certificates in form satisfactory to the City, showing that Engineer has complied with the attached Exhibit "E."

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 This Agreement is governed by and will be construed under the laws of the State of Texas. All obligations of both parties are performable and exclusive venue for any dispute arising under this Agreement is in Guadalupe County, Texas.

8.2 As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.

8.3 The Engineer will not use funds received by it directly or indirectly under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

8.4 The Engineer hereby affirms that Engineer and Engineer's firm have not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of Engineers to provide professional services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Texas Election Code or the Seguin City Code will not be considered as a valuable gift for the purposes of this Agreement.

8.5 In performing the services required under this Agreement, the Engineer will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Engineer agrees not to engage in employment practices which have the purpose or effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default by the Engineer of the Agreement.

8.6 All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term “will” is mandatory in this Agreement.

8.7 Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

8.8 All services provided pursuant to this Agreement are for the exclusive use and benefit of the City.

8.9 In performing all services under this Agreement, the Engineer, its subcontractors, successors and assigns will comply with all local, state and federal laws.

8.10 The City’s execution and performance under this Agreement will not act as a waiver by the City of any immunity from suit to which it is entitled under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

8.11 The City of Seguin is governed by the Texas Public Information Act (the “Act”), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Engineer will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the City.

8.12 The captions or headings included in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.

8.13 In the event that the performance by either the City or the Engineer of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.

8.14 In the event of a default or breach of this Agreement by the Engineer, the City reserves the right to choose among the remedies for the default or breach available to the City. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the City. Any failure by the City to enforce this Agreement with respect to one or more defaults by the Engineer will not waive the City’s ability to enforce the Agreement after that time.

ARTICLE 9 SUCCESSORS AND ASSIGNS

9.1 The City and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The City and the Engineer will not assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.

9.2 The Engineer will notify the City, in writing, of any change in its partnership/ownership within 30 calendar days of such change.

**ARTICLE 10
EXTENT OF AGREEMENT**

10.1 This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City and the Engineer and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. In the event of a dispute between the City and Engineer regarding the intent of this Agreement, both parties agree that this Agreement will be construed in a manner consistent with the City's Request for Proposals, the Engineer's proposal response and the public record of the City Council's approval of this agreement as applicable. The Engineer's expenses for travel, office, production and other expenses associated directly or indirectly with this Agreement are included as part of the total fee. Except as to a change in the scope of services, the compensation for which does not exceed \$50,000.00, this Agreement may be amended only by separate written instrument approved by the City's governing body and signed by both the City and Engineer.

10.2 Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.

10.3 In the event of any conflict between the Agreement and the provisions of any exhibit or attachment to this Agreement, this Agreement will govern and control.

**ARTICLE 11
NOTICES**

11.1 Notices required under this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City:

Douglas G. Faseler
City Manager
205 N. River Street
Seguin, Texas 78155

To Brown and Gay Engineering, Inc.:

Wesley Jasek, PE
Director of Transportation
7000 N. Mopac Expressway #330
Austin, Texas 78731

**ARTICLE 12
BASIS OF COMPENSATION**

13.1 The City will compensate the Engineer, in accordance with Article 3, Payments to the Engineer, and the other terms and conditions of this Agreement, as set out in Exhibit D to this Agreement.

Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the party that person represents. This Agreement will be effective as of the day and year established in the first paragraph of this Agreement.

City of Seguin

Brown and Gay Engineering

Douglas G. Faseler, City Manager



Wesley Jasek, PE Director of Transportation

EXHIBIT A

SERVICES TO BE PROVIDED BY THE CITY

- Data for the project that City or TxDOT has available (i.e. environmental documents, correspondence, materials/previously conducted studies regarding proposed improvements, etc.)
- Guidance for project
- Archeological archive information
- Available existing right-of-way maps for the project
- Available as-built plans from utility companies existing within the project limits
- Assist the Engineer, as necessary, in obtaining any required data and information from local, regional, state and federal agencies
- Interface with local, regional, state or federal agencies on behalf of the Engineer, if applicable

EXHIBIT B

ENGINEERING SERVICES

The work to be performed by the ENGINEER under this work authorization shall consist of providing Environmental clearance and engineering and services required for the design and preparation of the plans, specifications and estimate (PS&E) for the widening and reconstruction of Tor Drive from BUS 123 to SH 123 to add a center turn lane, bicycle lanes and sidewalks within the existing right of way. The plan set will contain all of the required grading, paving, drainage, stormwater pollution prevention plan, delineation, sequence of construction, construction signing, retaining walls, traffic control plan and associated details and standard drawings necessary for construction of the above mentioned project.

The ENGINEER shall perform Bid Phase services to assist CITY with development of bid documents, distribution of plans, development of addends, evaluation of bids, and recommendation for award.

The ENGINEER will perform all work and prepare all deliverables in accordance with the applicable/current requirements of the City of Seguin, the TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions, the TxDOT 2014 Roadway Design Manual, and the TxDOT 2014 Standard Specifications for Construction of Highways, Streets, and Bridges (English units).

ROUTE AND DESIGN STUDIES (Function Code 110)

1. Data Collection

- A. The determination of data requirements, availability, and sources will be coordinated with the City's designated PM. Once the data needs and sources are identified, the ENGINEER will contact the appropriate agencies and organizations to obtain the data. Data collection will focus on existing publically available information primarily for issues that could substantially influence project alternatives, including potential fatal flaws. Data to be collected will include, but not be limited to:
- B. "As-built plans", existing schematics, right-of-way maps, and previous corridor studies, existing channel and drainage easement data, existing traffic counts, accident data, zoning and future land use maps, available Economic Development Plans, jurisdictional boundaries, City ETJ boundaries.
- C. Existing utility information and mapping obtained from a GIS database and/or provided by the City and/or utility owners. Planned infrastructure such as transmission lines and major utilities.
- D. Readily available floodplain information and studies from the Federal Emergency Management Agency (FEMA), the Corps of ENGINEERS (USACE), local municipalities and/or other governmental agencies.
- E. Graphic files, plans, documents, and other data for existing and proposed improvements along corridor.
- F. Photographic record of notable existing features collected during field reconnaissance from public right-of-way locations.

2. Review of Data

- A. The ENGINEER will review the data collected and organize the information into design files.

3. Complete Design Summary Form

- A. Design criteria shall be in accordance with the TxDOT, TDLR, AASHTO Design criteria.

4. Route Studies

- A. The ENGINEER, with input from the City, shall develop key issues and evaluation criteria to assist in evaluating alignment alternatives and typical sections.
- B. The ENGINEER shall develop alignment alternatives that fulfill the Purpose and Need of the Project, meet the design criteria, and avoid or minimize impacts to the identified constraints.
- C. Using the evaluation criteria, the ENGINEER will identify a Recommended Alternative.

5. Geotechnical Investigations

- A. Obtain and review existing and available geotechnical and geologic information. Perform field reconnaissance of project limits. Attend coordination meeting.
- B. Perform borings, obtaining a boring sample at 500 foot intervals to a minimum depth of 10 feet below proposed grade. Borings are estimated to consist of the following:
 - 11 borings to a depth of 10 feet within the at-grade or fill areas.
 - Borings shall occur within the limits of the existing roadway as well as between the existing roadway edge and the ROW line, dependent upon utilities and access.
 - Two (2) retaining wall boring to a maximum of 30 ft.
- C. Perform laboratory testing to classify soil strata, evaluate plasticity and shrink/swell potential and evaluate the compressive strength. Tests shall include moisture contents, Atterberg Limits, unconfined compressive strengths, sieve analyses, absorption swell tests, lime-series tests, California Bearing Ratio (CBR) and sulfate content tests.
- D. Develop a recommended pavement design following TxDOT methodology.
- E. Prepare Geotechnical Report to include the summary of field investigations, laboratory testing results and recommended pavement design.

ENVIRONMENTAL COMPLIANCE AND PUBLIC INVOLVEMENT (Function Code 120)

Environmental clearance for the project under this work authorization is assumed to be accomplished by means of a Categorical Exclusion (CE).

1. Project Coordination

- A. The ENGINEER will conduct two (2) meetings with TxDOT environmental staff to present scoping documents and facilitate the review and approval of environmental technical reports.

2. Data Collection

- A. Obtain and review existing and available environmental data.
- B. Create environmental inventory map.
- C. Perform field reconnaissance of project limits to identify environmental features.

3. Technical Reports

- A. TxDOT NEPA Forms – The ENGINEER will prepare Scope Development Tool, CE Project Scope Form, and the CE Determination Form.
- B. Archeological – The ENGINEER will prepare an Archeological Background Study.
- C. Historical – The ENGINEER will prepare a Project Coordination Request (PCR).
- D. Biological Resources – The ENGINEER will prepare a Biological Evaluation (BE) Form.
- E. Noise Analysis – The ENGINEER will conduct a noise analysis in accordance with TxDOT noise assessment guidelines.
- F. Hazmat ISA – The ENGINEER will prepare the hazardous materials Initial Site Assessment (ISA).

4. Public Involvement

- A. Public Meetings. The ENGINEER will plan, schedule, conduct and facilitate one (1) open house to share project information with and collect feedback from citizens and stakeholders as determined by the City and the team throughout the project. The meeting will be held after design is underway. It is anticipated that all public meetings will be held in public facilities or a church near the project limits. Tasks may include, but not limited to: calling and/or visiting potential meeting sites; reserving meeting space; announcing the meetings by distributing meeting information and coordinating with attendees; holding and participating in meeting rehearsals; and facilitating meetings. The ENGINEER will develop meetings materials and provide Spanish translation as needed.

5. Deliverables:

- A. Scope Development Tool
- B. CE Project Scope Form
- C. CE Determination Form
- D. Archeological Background Study
- E. Historic PCR
- F. Historic Reconnaissance Survey
- G. Biological Evaluation Form
- H. Draft and Final Noise Analyses
- I. Hazmat ISA
- J. MAPO Summary Report
- K. Summary of Findings Report
- L. GIS/Graphics

6. Environmental Exclusions – In addition to the items previously described within this section, the following tasks are not covered in this scope of work and may or may not be necessary. If deemed necessary, these tasks could be conducted under a separate or supplemental work authorization.

- Air Quality documentation
- Community Impact analysis
- Water Resources documentation
- Indirect and Cumulative Impacts analysis
- Tribal Coordination
- Public Hearing
- Threatened and Endangered Species Biota Surveys
- Archeological testing or data recovery
- HABS/HAER documentation
- Biological Assessment preparation of Sections 7/10a coordination
- Cave of solution feature mitigation
- Excavation of karst features identified or discovered
- Document submittal to TCEQ
- Coordination with TCEQ other than for one-time coordination
- Construction phase services
- Any Section 404 permitting
- Hazardous materials Phase I&II ESAs
- Additional documentation services requested as a result of a change in the environmental regulations at the time of approval of this work authorization.

RIGHT OF WAY DATA (Function Code 130)

1. Utility Coordination

- A. The ENGINEER shall perform all Subsurface Utility Engineering (SUE), Utility Coordination, and Utility Engineering services for approximately seven (7) utilities as listed below:

Underground

- AT&T – Telephone / Fiber Optic Cable
- SBC – Telephone / Fiber Optic Cable
- Springs Hill WSC – Water
- GVEC - OH Electric
- CITGO – Petroleum Pipeline
- TxDOT – Traffic Signal Wiring
- City of Seguin – Water and Wastewater

- B. The work to be performed by the ENGINEER under this contract shall consist of providing engineering services required for SUE, Utility Coordination and Utility Engineering. The existing utility file will be referenced into the current roadway design sheets to create a test hole location work plan. Based on the review of existing utilities and proposed roadway design sheets, approximately 2 test holes will be required. A sketch of the area to be included for the proposed test hole locations “Level A” will be provided prior to the start of the work and must be approved by the City of Seguin.
- C. These services include SUE, utility adjustment coordination activities including but not limited to, meeting and contact with utilities on the project, initial project notifications, preparation of existing utility layouts, providing progress reports, preparation of contact lists, reviewing conflicts between the utilities and the proposed project, and creation of a utility conflict list.
- D. **Subsurface Utility Engineering (SUE)** including utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02] and Utility Quality Levels as follows.
- i. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
 - a. Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
 - b. Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
 - c. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of

- appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
- d. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.
- ii. Designate (Quality Level B), Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality levels C and D.

The ENGINEER shall:

- a. As requested by the State compile "As Built" information from plans, plats and other location data as provided by the utility owners.
- b. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work to ensure accuracy and completeness.
- c. Designate, record and mark the horizontal location of the existing utility facilities using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities (**20,000 lf of utilities anticipated**).
- d. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable shall be submitted. It is understood that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable. This information shall be provided in Autocad or applicable CADD system. The electronic file shall be delivered on CD. A hard copy is required and must be sealed and dated by the ENGINEER.
- e. Clearly identify all utilities that were discovered from quality levels C and D investigation, but cannot be depicted in quality level B standards. These

utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

- iii. **Subsurface Utility Locate (Test Hole) Service (Quality Level A) (Up to 2 Test Holes)**, Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The Engineer shall:

- a. Review requested test hole locations and advise the City of Seguin in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
- b. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
- c. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
- d. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
 - i. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - ii. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
 - iii. Elevation of existing grade over utility at test hole location.
 - iv. Horizontal location referenced to project coordinate datum.
 - v. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - vi. Utility facility material(s).
 - vii. Utility facility condition.
 - viii. Pavement thickness and type.
 - ix. Coating/Wrapping information and condition.
 - x. Unusual circumstances or field conditions.
- e. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
- f. Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, City of Seguin, and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer will not resume work until the utility facility owner has determined the corrective action to be taken. The Engineer shall be liable for costs involved in the repair or replacement of the utility facility.
- g. Back fill excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The

Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

- h. Furnish and install a permanent above ground marker directly above center line of the utility facility.
- i. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the City of Seguin.
- j. Plot utility location position information to scale.

E. **Utility Adjustment Coordination** including utility coordination meetings with individual utility companies, and communication and coordination with utilities.

- i. The ENGINEER shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the City of Seguin to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.
 - a. The ENGINEER shall coordinate all activities with the City of Seguin, or their designee, to facilitate the orderly progress and timely completion of the design phase. The Utility Coordinator will be responsible for the following:
 - b. The ENGINEER shall provide initial project notification letters to all affected utility companies, owners, and other concerned parties, if needed.
 - c. The ENGINEER shall provide the City of Seguin and all affected utility companies and owners a Utility Contact List for each project with all information such as: (a) Owner's Name; (b) Contact Person; (c) Telephone Numbers; (d) Emergency Contact Number; (e) E-mail addresses; (f) as well as all pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information which readily identifies the utilities companies' facilities.
 - d. The ENGINEER shall advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area.
 - e. The ENGINEER shall coordinate which utilities will conflict with roadway construction and make the utility company aware of these conflicts.

F. **Utility Engineering** including the identification of utility conflicts. The ENGINEER shall coordinate all activities with the City of Seguin, or their designee, to facilitate the orderly progress and timely completion of the design phase. Coordination of engineering activities include:

- i. Utility Layout: The ENGINEER shall maintain a utility layout in the latest version of Autocad used by the City of Seguin. This layout shall include existing utilities which are to remain in place or be abandoned, and adjusted utilities. This layout will be utilized to monitor the necessity and evaluate

alternatives. The ENGINEER will utilize the layout of existing utilities as prepared, if available, and make a determination of the following;

- a. Facilities in conflict with the proposed project that are to be relocated.
 - b. Facilities to be abandoned in place.
 - c. Facilities to remain in service and in place.
 - d. The ENGINEER shall be responsible for determining if there are additional facilities, not shown in the Subsurface Utility Engineering (SUE) documents, which require relocation. The ENGINEER shall coordinate this information with the City of Seguin immediately upon discovery.
- ii. Public & Individual Meetings with Utility Companies and the City of Seguin as required, to facilitate utility conflict identification and resolution (approximately 1 public utility meeting and up to three (3) individual utility meetings).
- a. Progress Meetings: Meet with the City of Seguin periodically to coordinate the work effort and resolve problems and prepare a written report of such meetings. The meetings will review:
 - b. Activities completed since the last meeting
 - c. Problems encountered.
 - d. Late activities.
 - e. Activities required by the next progress meeting.
 - f. Solutions for unresolved and/or anticipated problems.
 - g. Information or items required from other agencies/consultants.
 - h. Review of Utility's Proposed Adjustments
 - i. Evaluate Alternatives: The ENGINEER will evaluate alternatives in the adjustment of utilities balancing the needs of both the City of Seguin and the Utility.

G. Deliverables:

- i. Two (2) Existing Utility Layouts (11"x17") signed and sealed by a Texas Professional Engineer & 2 CDs Autocad compatible containing DGN files in US feet (2D) format, .pdf format, and scanned record information in .pdf format if received from each utility
- ii. Two (2) Test Hole Data Sheets signed and sealed by a Texas Professional Engineer & 2 CDs- Autocad compatible containing DGN files in US feet (2D) format and .pdf format
- iii. Utility Contact List
- iv. Potential Conflict Analysis Spreadsheet
- v. Meeting minutes (delivered electronically)

FIELD SURVEYING (Function Code 150)

1. General

- A. Surveys provided will be in accordance with the "Texas State Board of Land Surveying" and the applicable City of Seguin regulations.
- B. Survey field notes will be submitted if requested by the City of Seguin.
- C. The City of Seguin will obtain right-of-entry agreements with property owners for the required field surveys (litigation by the City of Seguin at the City of Seguin's expense, if necessary).
- D. Verify and compare previously located utility data with current ground conditions. The Surveyor will Contact the One-Call System in advance of performing field surveys to attempt data collection includes ties to location of marked utilities. This task does not always allow for timing of markings with the survey activities. Reasonable attempts to coordinate with utility owners will be made to achieve efficiency in data collection. Historically, results in this task have been marginal and there may cause to seek additional compensation for repeated trips to the project site to complete this effort.

2. Topographic Surveys for Engineering Design and Hydraulic analysis (acquisition surveying if needed)

- A. Suveyor will attempt to obtain existing horizontal control points. Additional control will be established to adequately position horizontal control points as needed for project design activities and plan notations thereof. Control points will be established with conformance to current TxDOT specifications for primary control. Where possible, reference ties to permanent features will be provided for each established horizontal control point. Data for the horizontal control will be based on Texas State Plane, Central Zone, NAD 83 (93) derived from OPUS solutions and verified by other measurement technologies.
- B. Vertical control will be established via differential level loops from known project control recovered in Item 50.2.A (What is this reference?). A vertical benchmark system will be perpetuated at approximate 1000 foot intervals for future reference on the plans and maintained to construction, if necessary.
- C. Survey files with previously obtained project data will be compared to and merged with survey files generated through this proposal. In areas of uncertainty and/or limited topographic information, additional data will be collected as directed by the project engineer.
- D. Data collection will consist of spot elevations for improvements, edge of roadway, driveways, visible or marked utilities, drainage features, centerline of roadway, and grade breaks. Individual roadway cross sections will be taken at intervals not to exceed 100 feet.
- E. Channel cross sections will be provided from the upstream face of the existing drainage structures (4-8 sections each) to approximately 200 feet upstream and

- downstream. The sections will indicate any ground breaks, top of banks, toe of slopes, water surface elevations, normal high water surface elevations (if discernible), etc. that define the actual contour of the section and the overbank area.
- F. A stream alignment and profile extending the entire limits of the channel cross sections described above will be developed from the channel cross section information.
 - G. Profiles of intersecting driveways within the project limits will extend a sufficient distance beyond the existing right of way to ensure adequate data is available to determine tie-ins with proposed vertical alignment changes.
 - H. Field surveys will provide the locations of all small signs, mailboxes, and other visible surface features. Sign text, color, dimensions, and standard sign design will be provided in accordance with the TMUTCD.
 - I. Field surveys will provide an elevation and a horizontal tie to the soil boring locations or converted from data provided by the geotechnical subconsultant.
 - J. Survey shots will be assigned a unique point number which provides a positive identification of the point. Each point will be assigned a feature number or feature name using the TxDOT's standard feature table. An ASCII points file and a hard copy print out will be provided. Each line of the output data shall contain in this order: the point number, northing, easting, elevation, and the descriptive feature code.
 - K. Surveyed data will be provided in a Autocad compatible two dimensional base map format. The survey shot point attributes will appear on separate levels.
 - L. A Digital Terrain Model (DTM) will be provided in a Autocad compatible three-dimensional format.

3. Apparent Right-of-Way Surveys

- A. Perform sufficient property records research to identify existing right-of-way of Tor Drive (including 100' of side streets) and incorporate into DTM.

4. Utilities

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

ROADWAY DESIGN CONTROLS (Function Code 160)

- 1. Roadway plans for 30%, 60%, 90%, and 100% Submittals shall be in accordance with TxDOT and City of Seguin Criteria.
 - a. The ENGINEER will develop horizontal alignment sheets using Geopak
 - b. The ENGINEER will develop existing typical sections and CITY approved proposed typical sections

- c. The ENGINEER will develop plan and profile sheets for Tor Drive, cross streets and sidewalks
- d. The ENGINEER will develop intersection layouts and grading plans
- e. The ENGINEER will develop superelevation tables as necessary
- f. The ENGINEER will develop cross sections for earthwork calculations
- g. The ENGINEER will develop removal plans and miscellaneous roadway details

DRAINAGE (Function Code 161)

1. Drainage Impact
 - a. Assessment of existing conditions
 - 1) The ENGINEER will compute existing condition peak flows for the 2, 10, 25, 50 and 100 year events using HEC-HMS.
 - 2) The ENGINEER will determine existing headwater and tailwater elevations at the ROW for all waterway crossings, and all hydraulic analysis locations using HEC-RAS and/or HY-8 hydraulic models.
 - b. Assessment of proposed conditions
 - 1) The ENGINEER will compute proposed condition peak flows for all crossings using HEC-HMS.
 - 2) The ENGINEER will determine the proposed headwater and tailwater elevations at the ROW for all waterway crossings, and all hydraulic analysis locations using HEC-RAS and/or HY-8 hydraulic models.
2. Drainage plans for 30%, 60%, 90%, and 100% Submittals in accordance with TxDOT and City of Seguin Criteria.
 - a. The ENGINEER will develop Drainage Area Maps
 - b. The ENGINEER will develop Hydraulic Data Sheets and Storm Sewer Computations sheets
 - c. The ENGINEER will develop storm sewer plan and profile sheets and provide ditch flow capacity calculations (Show hydraulic grade line)
 - d. The ENGINEER will develop culvert layouts and hydrologic data sheets
 - e. The ENGINEER will develop miscellaneous drainage details
 - f. The ENGINEER will provide standard drainage details
 - g. The ENGINEER will develop Stormwater Pollution Prevention Plan (SW3P)
 - h. The ENGINEER will develop temporary drainage to be shown on TCP layouts

SIGNING, PAVEMENT MARKING, & SIGNAL (Function Code 162)

1. Signing and Pavement Marking plans for 60%, 90%, and 100% Submittals in accordance with TxDOT and City of Seguin Criteria.
 - a. The ENGINEER will prepare signing and pavement markings layouts. Prepare drawings, details, and specifications in accordance with TMUTCD, TxDOT Sign Crew Field Book, and the applicable TxDOT Statewide and/or Austin District Standards. Layouts shall indicate existing signs that are to remain, to be removed, or to be relocated. Proposed signs shall be illustrated and numbered. Layouts shall include proposed delineators and object markers.
 - b. The ENGINEER will prepare standard summary of small signs sheet. Foundations and supports shall be selected in accordance with TxDOT standards.
 - c. The ENGINEER will prepare Signal Layouts for the intersection of Tor Drive and SH 123 Bypass. Layouts include signal elevation information.

MISCELLANEOUS ROADWAY (Function Code 163)

1. Traffic Control Plans
 - a. The ENGINEER will prepare Traffic Control Plans for all phases of construction in accordance with TMUTCD and the applicable TxDOT Statewide and/or San Antonio District Standards.
 - b. The ENGINEER will prepare a conceptual Sequence of Construction narrative.
 - c. The ENGINEER will develop Advanced Signing Layouts.
 - d. The ENGINEER will develop Typical Sections and required details for construction.
2. Retaining Wall Layouts
 - a. The ENGINEER will prepare Retaining Wall Layouts in accordance with the applicable TxDOT Statewide and/or City of Seguin Standards.
3. Quantities, Specifications & Estimate
 - a. The ENGINEER will prepare the following miscellaneous drawings
 - 1) Title Sheet
 - 2) Index of Sheets
 - 3) Summary of Quantities
 - 4) Driveway Summary
 - b. The ENGINEER will develop a detailed Construction Cost Estimate (60%, 90%, and Final).
 - c. The ENGINEER will develop the Project Construction Manual. This includes:

- 1) General Notes applicable to the project
- 2) Governing Specifications and Special Provisions

PROJECT MANAGEMENT (Function Code 164)

1. Project Management

- a. The ENGINEER will set up the project, direct and coordinate the various elements and activities associated with the project.
- b. The ENGINEER will provide continuous quality assurance and quality control to ensure completeness of product and compliance with City and TxDOT procedures.
- c. The ENGINEER will review all work for compliance with TxDOT's and the CITY's latest practices and procedures, policies, standards, specifications and design criteria prior to submission of deliverables.
- d. The ENGINEER will update the project specific Project Management Plan and submit to the CITY withing 30 days of the Notice To Proceed.

Limitations: This scope of services does not include securing a Section 404 Permit (i.e. Pre-Construction Notification), a traffic noise analysis, geologic assessment, or any field surveys.

2. Project Administration

- a. The ENGINEER will prepare correspondence, invoicing and progress reports, on a monthly basis in accordance with current CITY, TxDOT and LGPP requirements and format. The ENGINEER will provide progress reports on a weekly basis.
- b. The ENGINEER will maintain routine project record keeping.

3. Progress/Coordination Meetings

- a. The ENGINEER will attend a Kickoff Meeting and interim coordination/progress meetings with the CITY as necessary to communicate the development of the project. The ENGINEER shall provide up to three (3) team members at these meetings, including sub-consultants as needed. Meetings include the following:

Project Kickoff (1 each)

Coordination/Progress Meetings (6 each)

- b. The ENGINEER will prepare meeting minutes and submit to the CITY Project Manager for review via e-mail within three working days of the meeting.
- c. The ENGINEER will conduct internal coordination meetings with the project team as required to advance the development of the route study.

4. Project Schedule

- a. The ENGINEER will prepare a project schedule indicating tasks, subtasks, critical dates, milestones, deliverables, and CITY review requirements.
- b. The ENGINEER will submit the schedule on a monthly basis with the project invoice indicating progress to date on each task and subtask. If substantial revisions to the schedule are anticipated, these revisions will be discussed at the next project progress meeting.

DELIVERABLES

1. Meeting Minutes, Sign-in Sheet, Agenda (7 Meetings)
2. Project Schedule
3. Monthly Invoices and Progress Reports
4. Project Management Plan

BID AND CONSTRUCTION PHASE SERVICES (Function Code 351)

1. The ENGINEER will attend pre-bid conference.
2. The ENGINEER will distribute plans to the Plan Rooms
3. The ENGINEER will respond to contractor questions.
4. The ENGINEER will prepare and issue addenda, as needed.
5. The ENGINEER will perform reference checks.
6. The ENGINEER will perform bid analysis and prepare Letter of Recommendation of Award to the CITY.
7. The ENGINEER will respond to contractor Requests for Information (RFI) (Assume 8).
8. The ENGINEER will review shop drawings.
9. The ENGINEER will attend monthly construction progress meetings.
10. The ENGINEER will prepare Final Punch List upon completion of construction.

PRIME PROVIDER NAME: BROWN & GAY ENGINEERS, Inc.
 CITY OF SEGUIN
 PROJECT NAME: TOR DRIVE

SUMMARY												
FUNCTION CODE	Brown & Gay		M&S		PCI		CORSAIR		ALTURA		TOTAL	
	HOURS	FEES	HOURS	FEES	HOURS	FEES	HOURS	FEES	HOURS	FEES	HOURS	FEES
110	214	\$33,950.00					44	\$3,950.00			258	\$ 37,900.00
120	100	\$ 16,680.00			316	\$ 35,712.60					416	\$ 52,392.60
130	50	\$6,160.00	503	\$ 51,495.00							553	\$ 57,655.00
150			233	\$ 27,465.00							233	\$ 27,465.00
160	870	\$114,875.00							8	\$850.00	878	\$ 115,725.00
161	766	\$96,205.00									766	\$ 96,205.00
162	300	\$39,190.00									300	\$ 39,190.00
163	847	\$108,575.00									847	\$ 108,575.00
164	325	\$61,025.00	50	\$8,770.00	10	\$1,541.10					385	\$ 71,336.10
170											0	\$ -
351	339	\$ 52,850.00							10	\$ 1,250.00	349	\$ 54,100.00
ODE		\$580.00		\$6,280.00		\$12,396.20		\$19,450.00		\$175.00	0	\$ 38,881.20
TOTAL	3,811	\$ 530,090.00	786	\$ 94,010.00	326	\$ 49,649.90	44	\$ 23,400.00	18	\$ 2,275.00	4985	\$ 699,424.90

EXHIBIT D-FEE SCHEDULE (BROWN & GAY ENGINEERS, INC.)

**PRIME PROVIDER NAME: BROWN & GAY ENGINEERS, INC.
TOR DRIVE**

TASK DESCRIPTION	PROJECT DIRECTOR	Sr. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	Sr. CADD TECH	CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROUTE & DESIGN STUDIES (FC 110)														
DATA COLLECTION		8		8	8		8					32		
DATA REVIEW		2			4		4					10		
COMPLETE DSR		2			4							6		
ALIGNMENT ANALYSIS		12			8		16					36		
PRELIMINARY TYPICAL SECTIONS		2	4		8		8		4			26		
PRELIMINARY CROSS SECTIONS		6		20	8		40		20			94		
REVIEW GEOTECHNICAL REPORT/ PAVEMENT RECOMMENDATION	2	4	4									10		
HOURS SUB-TOTALS	2	36	8	28	40	0	76	0	24	0	0	214		
CONTRACT RATE PER HOUR	255	220	230	175	150	125	135	115	105	80	70			
TOTAL LABOR COSTS	\$510.00	\$7,920.00	\$1,840.00	\$4,900.00	\$6,000.00	\$0.00	\$10,260.00	\$0.00	\$2,520.00	\$0.00	\$0.00	\$33,950.00		
% DISTRIBUTION OF STAFFING	0.9%	16.8%	3.7%	13.1%	18.7%	0.0%	35.5%	0.0%	11.2%	0.0%	0.0%			
SUBTOTAL (FC 110)												\$33,950.00		

TASK DESCRIPTION	PROJECT DIRECTOR	Sr. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	Sr. CADD TECH	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ENVIRONMENTAL STUDIES & PUBLIC INVOLVEMENT (FC 120)														
REVIEW CONSTRAINTS/ENVIRONMENTAL DOCUMENT		4		4								8		
PUBLIC MEETINGS-PROVIDE EXHIBITS/ATTEND MEETINGS	8	8		8		16	8		16			64		
COMPLETE EPIC				4		4			4			12		
COORDINATE WITH CITY/TXDOT		16										16		
HOURS SUB-TOTALS	8	28	0	16	0	20	8	0	20	0	0	100		
CONTRACT RATE PER HOUR (use the loaded rate in the contract which includes base hourly rate, overhead and profit)	255	220	230	175	150	125	135	115	105	80	70			
TOTAL LABOR COSTS	\$2,040.00	\$6,160.00	\$0.00	\$2,800.00	\$0.00	\$2,500.00	\$1,080.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$16,680.00		
% DISTRIBUTION OF STAFFING	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!			
SUBTOTAL (FC120)												\$16,680.00		

TASK DESCRIPTION	PROJECT DIRECTOR	Sr. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	Sr. CADD TECH	CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
RIGHT OF WAY DATA (FC 130)														
COORDINATE/PROVIDE DESIGN DATA TO UTILITY COORDINATOR		2			8	16			24			50		
HOURS SUB-TOTALS	0	2	0	0	8	16	0	0	24	0	0	50		
CONTRACT RATE PER HOUR	255	220	230	175	150	125	135	115	105	80	70			
TOTAL LABOR COSTS	\$0.00	\$440.00	\$0.00	\$0.00	\$1,200.00	\$2,000.00	\$0.00	\$0.00	\$2,520.00	\$0.00	\$0.00	\$6,160.00		
% DISTRIBUTION OF STAFFING	0.00%	4.00%	0.00%	0.00%	16.00%	32.00%	0.00%	0.00%	48.00%	0.00%	0.00%			
SUBTOTAL (FC130)												\$6,160.00		

TASK DESCRIPTION	PROJECT DIRECTOR	Sr. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	Sr. CADD TECH	CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
DESIGN SURVEY (FC 150)														
REVIEW SURVEY DATA/DTM				2			6					8		
HOURS SUB-TOTALS	0	0	0	2	0	0	6	0	0	0	0	8		
CONTRACT RATE PER HOUR	255	220	230	175	150	125	135	115	105	80	70			
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00	\$810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,160.00		
% DISTRIBUTION OF STAFFING	0.00%	0.00%	0.00%	4.00%	0.00%	0.00%	12.00%	0.00%	0.00%	0.00%	0.00%			
SUBTOTAL (FC150)												\$1,160.00		

EXHIBIT D-FEE SCHEDULE (BROWN & GAY ENGINEERS, INC.)

**PRIME PROVIDER NAME: BROWN & GAY ENGINEERS, INC.
TOR DRIVE**

TASK DESCRIPTION	PROJECT DIRECTOR	Sr. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	Sr. CADD TECH	CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROADWAY DESIGN CONTROLS (FC160)														
ROADWAY DESIGN:														
HORIZONTAL AND VERTICAL ALIGNMENT DATA SHEETS		1		2	4		2	4	4			17	2	9
PROPOSED TYPICAL SECTIONS		2		4	8		4	8	16			42	2	21
EXISTING TYPICAL SECTIONS					4		4		8			16	1	16
ROADWAY PLAN AND PROFILE (SCALE: H 1"=100' V 1"=10')		4		8	16	24	12	12	48			124	6	21
CROSS STREET ROADWAY PLAN AND PROFILE (SCALE: H 1"=100' V 1"=10')		4		5	20		30		50			109	5	22
SUPERELEVATION TABLES				4	6				8			18	1	18
INTERSECTION LAYOUTS & GRADING		4		10	20	20	30		50			134	5	27
SIDEWALK PLAN AND PROFILE (SCALE: H 1"=100' V 1"=10')		4		12		24	12		36			88	6	15
MISCELLANEOUS ROADWAY DETAILS		2		4		4		4	12			26	2	13
PAVEMENT REMOVAL PLANS & DEMOLITION PLANS		2		4	12	16	6	8	16			64	6	11
EARTHWORK CROSS SECTIONS		8		24	40		120		40			232	N/A	N/A
HOURS SUB-TOTALS	0	31	0	77	130	88	220	36	288	0	0	870	36	
CONTRACT RATE PER HOUR	255	220	230	175	150	125	135	115	105	80	70			
TOTAL LABOR COSTS	\$0.00	\$6,820.00	\$0.00	\$13,475.00	\$19,500.00	\$11,000.00	\$29,700.00	\$4,140.00	\$30,240.00	\$0.00	\$0.00	\$114,875.00		
% DISTRIBUTION OF STAFFING	0.00%	3.56%	0.00%	8.85%	14.94%	10.11%	25.29%	4.14%	33.10%	0.00%	0.00%			
SUBTOTAL (FC 160)												\$114,875.00		

TASK DESCRIPTION	PROJECT DIRECTOR	Sr. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	Sr. CADD TECH	CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
DRAINAGE (FC161)														
COMPUTE EXISTING PEAK FLOWS				4	12	8						24		
DETERMINE EXISTING HEADWATER AND TAILWATER ELEVATIONS				4	12	8						24		
COMPUTE PROPOSED PEAK FLOWS				8	16	8						32		
DETERMINE PROPOSED HEADWATER AND TAILWATER ELEVATIONS		2		8	16	8						34		
DRAINAGE AREA MAPS		4		8	12	24	8	24	36			116	7	17
HYDRAULIC DATA SHEETS		2		12	14	24	8	2	12	18		92	4	23
STORM SEWER COMPUTATIONS		2		8	8	16		4	16	24		78	4	20
STORM SEWER DITCH PLAN AND PROFILES		1		8	8	12	8		6	32		75	7	11
DITCH CALCULATIONS TABLE				4	4	12			4			24	1	24
DRAINAGE SUMMARIES		1		2			4	2	4	8		21	1	21
CULVERT LAYOUTS AND SECTIONS		4	4	4	8	16	16		16	24		92	4	23
DRAINAGE DETAILS		1		2	4			8	4	8		27	3	9
STANDARD DETAILS				4						8		12	6	2
STORM WATER POLLUTION PREVENTION PLAN (SW3P):														
STORM WATER POLLUTION PREVENTION PLAN		1		4	4	8	16	20	16	20		89	6	15
STORM WATER POLLUTION PREVENTION PLAN STANDARDS				1				2	4			7	4	2
STORM WATER POLLUTION PREVENTION PLAN SUMMARIES		1		2	4			4	8			19	1	19
HOURS SUB-TOTALS	0	19	4	83	122	144	60	66	126	142	0	766	48	
CONTRACT RATE PER HOUR	255	220	230	175	150	125	135	115	105	80	70			
TOTAL LABOR COSTS	\$0.00	\$4,180.00	\$920.00	\$14,525.00	\$18,300.00	\$18,000.00	\$8,100.00	\$7,590.00	\$13,230.00	\$11,360.00	\$0.00	\$96,205.00		
% DISTRIBUTION OF STAFFING	0.00%	2.48%	0.52%	10.84%	15.93%	18.80%	7.83%	8.62%	16.45%	18.54%	0.00%			
SUBTOTAL (FC 161)												\$96,205.00		

EXHIBIT D-FEE SCHEDULE (BROWN & GAY ENGINEERS, INC.)

**PRIME PROVIDER NAME: BROWN & GAY ENGINEERS, INC.
TOR DRIVE**

TASK DESCRIPTION	PROJECT DIRECTOR	Sr. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	Sr. CADD TECH	CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
SIGNING, PVMT. MARKING, & SIGNAL (FC162)														
SIGNING AND PAVEMENT MARKING LAYOUTS		4		12	12	8	24	12	24			96	6	16
SIGNING SUMMARIES (SMALL)				4		8	8	2	8			30	2	15
SIGNING, PAVEMENT MARKING, ETC. QUANTITIES		2			8	8	4		4	12		38	2	19
SIGNAL LAYOUT (@SH 123)				16	24	24	16		40			120	4	30
TRAFFIC STANDARDS				4			8			4		16	15	1
HOURS SUB-TOTALS	0	6	0	36	44	48	60	14	76	16	0	300	10	
CONTRACT RATE PER HOUR	255	220	230	175	150	125	135	115	105	80	70			
TOTAL LABOR COSTS	\$0.00	\$1,320.00	\$0.00	\$6,300.00	\$6,600.00	\$6,000.00	\$8,100.00	\$1,610.00	\$7,980.00	\$1,280.00	\$0.00	\$39,190.00		
% DISTRIBUTION OF STAFFING	0.00%	2.00%	0.00%	12.00%	14.67%	16.00%	20.00%	4.67%	25.33%	5.33%	0.00%			
SUBTOTAL (FC 162)												\$39,190.00		

TASK DESCRIPTION	PROJECT DIRECTOR	Sr. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	Sr. CADD TECH	CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
MISCELLANEOUS (ROADWAY) (FC 163)														
TRAFFIC CONTROL PLAN, DETOURS & SEQUENCE OF CONSTRUCTION:														
OVERALL PHASING LAYOUT		3		12	12	16	6		16			65	3	22
TCP, DETOURS AND SEQUENCE OF CONSTRUCTION	2	12	8	30	60	60	30	8	60	124		394	30	13
ADVANCE SIGNING LAYOUTS		2		5	5	4	2	1	4	6		29	2	15
TCP DETAILS, TYPICAL SECTIONS		4		4	10	6	4		6	12		46	4	12
TCP STANDARDS						10				10		20	20	1
RETAINING WALL LAYOUTS (ASSUME 4 WALLS)		8	12		12		24		24			80	4	20
													N/A	N/A
QUANTITIES, SPECIFICATIONS & ESTIMATE:														
TITLE SHEET/INDEX SHEET		1		1		7			4	16		29	2	15
ROADWAY QUANTITY SHEETS		1		4	4	10			2	10		31	2	16
COMPUTE & TABULATE TCP QUANTITIES		1		4	10	18			4	28		65	4	16
COMPUTE & TABULATE REMOVAL QUANTITIES		1	1	2	4	6			1	4		19	1	19
SUMMARY SHEETS FOR DRIVEWAY, MISCELLANEOUS QUANTITIES, ETC.		1		2	4	6			1	4		18	1	18
GENERAL NOTES, SPECIFICATIONS AND PROVISIONS, PROJECT CONSTRUCTION MANUAL	3	14	6	14							14	51	N/A	N/A
HOURS SUB-TOTALS	5	48	27	78	121	143	66	9	122	214	14	847	73	
CONTRACT RATE PER HOUR	255	220	230	175	150	125	135	115	105	80	70			
TOTAL LABOR COSTS	\$1,275.00	\$10,560.00	\$6,210.00	\$13,650.00	\$18,150.00	\$17,875.00	\$8,910.00	\$1,035.00	\$12,810.00	\$17,120.00	\$980.00	\$108,575.00		
% DISTRIBUTION OF STAFFING	0.59%	5.67%	3.19%	9.21%	14.29%	16.88%	7.79%	1.06%	14.40%	25.27%	1.65%			
SUBTOTAL (FC 163)												\$108,575.00		

TASK DESCRIPTION	PROJECT DIRECTOR	Sr. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	Sr. CADD TECH	CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
MANAGING CONTRACTED PER SERVICES & SURVEY CONTRACTS (FC 164)														
PROJECT MANAGEMENT PLAN	1	4										5		
ATTEND KICK-OFF MEETINGS WITH CITY AND TXDOT	8	8										16		
PROJECT MANAGEMENT & ADMINISTRATION WITH CITY (6 MONTHS)	4	18									6	28		
PROJECT MANAGEMENT & ADMINISTRATION WITH SUBS (6 MONTHS)		18	12	24			40				6	100		
LGPP COMPLIANCE	24	24		8								56		
DESIGN SCHEDULE	2	4	4	12		2		2				26	N/A	N/A
PROGRESS/COORDINATION MEETINGS (6 MEETINGS)	12	24		12			40				6	94		
HOURS SUB-TOTALS	51	100	16	56	0	2	80	2	0	0	18	325		
CONTRACT RATE PER HOUR	255	220	230	175	150	125	135	115	105	80	70			
TOTAL LABOR COSTS	\$13,005.00	\$22,000.00	\$3,680.00	\$9,800.00	\$0.00	\$250.00	\$10,800.00	\$230.00	\$0.00	\$0.00	\$1,260.00	\$61,025.00		
% DISTRIBUTION OF STAFFING	15.69%	30.77%	4.92%	17.23%	0.00%	0.62%	24.62%	0.62%	0.00%	0.00%	5.54%			
SUBTOTAL (FC 164)												\$61,025.00		

EXHIBIT D-FEE SCHEDULE (BROWN & GAY ENGINEERS, INC.)

**PRIME PROVIDER NAME: BROWN & GAY ENGINEERS, INC.
TOR DRIVE**

TASK DESCRIPTION	PROJECT DIRECTOR	Sr. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	Sr. CADD TECH	CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
BID AND CONSTRUCTION SERVICES (FC 351)														
ATTEND PRE-BID CONFERENCE AND DISTRIBUTE PLANS		4		4							16	24	N/A	N/A
RESPOND TO CONTRACTOR QUESTIONS		4	4	8	12						10	38		
PREPARE AND ISSUE ADDENDA		1		6	8						12	27		
ASSIST IN CONTRACT BID OPENING AND PERFORM REFERENCE CHECKS		8		8							8	24		
TABULATE BIDS AND RECOMMENDED AWARD TO THE COUNTY		4		12	8						12	36		
RESPOND TO RFIS (ASSUME 8)		16		16		32	32					96		
REVIEW SHOP DRAWINGS (SIGNALS, RETAINING WALLS, CULVERTS)		8	16	40			16					80		
ATTEND MONTHLY PROGRESS MEETINGS (ASSUME 9)		18												
FINAL PUNCH LIST	8	8	8									24		
HOURS SUB-TOTALS	8	71		94	28	32	48	0	0	0	58	339	0	#DIV/0!
CONTRACT RATE PER HOUR	255	220	230	175	150	125	135	115	105	80	70			
TOTAL LABOR COSTS	\$2,040.00	\$15,620.00		\$16,450.00	\$4,200.00	\$4,000.00	\$6,480.00	\$0.00	\$0.00	\$0.00	\$4,060.00	\$52,850.00		
% DISTRIBUTION OF STAFFING	16.00%	142.00%		188.00%	56.00%	64.00%	96.00%	0.00%	0.00%	0.00%	116.00%			
SUBTOTAL (FC120)												\$52,850.00		

DESCRIPTION												TOTAL MH BY FC	TOTAL COSTS BY FC		
ROUTE AND DESIGN STUDIES (FC110)												214	\$33,950.00		
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)												100	\$16,680.00		
RIGHT OF WAY DATA (FC 130)												50	\$6,160.00		
ROADWAY DESIGN CONTROLS (FC 160)												870	\$114,875.00		
DRAINAGE (FC 161)												766	\$96,205.00		
SIGNING, PVMT. MARK., & SIGNALS (FC162)												300	\$39,190.00		
MISCELLANEOUS (ROADWAY) (FC 163)												847	\$108,575.00		
MANAGING CONTRACTED PER SERVICES & SURVEY CONTRACTS (FC 164)												325	\$61,025.00		
BRIDGE DESIGN (FC 170)												0	\$0.00		
BID AND CONSTRUCTION SERVICES (FC 351)												339	\$52,850.00		
SUBTOTAL LABOR EXPENSES												3472	\$529,510.00		
OTHER DIRECT EXPENSES (COMPLETE IN ACCORDANCE WITH YOUR CONTRACT)	# OF UNITS	COST/UNIT													
Air Travel	0	\$ 800.00													\$0.00
Mileage (# of miles) (current state rate)	600	\$0.575													\$345.00
Per diem	0	\$36.00													\$0.00
Hotel	0	\$85.00													\$0.00
Photocopies B/W (11 X 17)	900	\$0.25													\$225.00
White Mylar (11 X 17)	0	\$3.00													\$0.00
CD Archive	2	\$5.00													\$10.00
Photocopies Color (8.5 X 11)	0	\$1.50													\$0.00
Photocopies Color (11 X 17)	0	\$2.00													\$0.00
SUBTOTAL DIRECT EXPENSES															\$580.00

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	\$529,510.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$580.00
GRAND TOTAL	\$530,090.00

**EXHIBIT D-FEE SCHEDULE (Corsair)
Tor Drive**

PRIME PROVIDER NAME: Brown & Gay Engineers Inc.
CONTRACT NUMBER:
PROJECT NAME: TOR DRIVE

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	EIT	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROUTE & DESIGN STUDIES (FC 110)							
110.6 Geotechnical Services							
Geotechnical Report w/ pavement design alternatives	4	10	30				
HOURS SUB-TOTALS							
	4	10	30	0	44		
CONTRACT RATE PER HOUR (use the loaded rate in the contract which includes base hourly rate, overhead and profit)	150	110	75	50			
TOTAL LABOR COSTS	\$600.00	\$1,100.00	\$2,250.00	\$0.00	\$3,950.00		
% DISTRIBUTION OF STAFFING	15.2%	27.2%	33.1%	0.0%			
SUBTOTAL (FC 110)					\$3,950.00		

DESCRIPTION			TOTAL MH BY FC	TOTAL COSTS BY FC
ROUTE AND DESIGN STUDIES (FC110)			44	\$3,950.00
SUBTOTAL LABOR EXPENSES			44	\$3,950.00
OTHER DIRECT EXPENSES (COMPLETE IN ACCORDANCE WITH YOUR CONTRACT)				
	# OF UNITS	COST/UNIT		
Mileage (# of miles) (current state rate)	0	\$0.575		\$0.00
Per diem	0	\$36.00		\$0.00
Hotel	0	\$85.00		\$0.00
Photocopies B/W (11 X 17)	20	\$0.25		\$5.00
White Mylar (11 X 17)	0	\$3.00		\$0.00
CD Archive	2	\$5.00		\$10.00
Photocopies Color (8.5 X 11)	100	\$1.50		\$150.00
Photocopies Color (11 X 17)	0	\$2.00		\$0.00
Borings				
10' Pavement	10	\$250.00		\$2,500.00
30' Retaining Wall Borings	2	\$900.00		\$1,800.00
60' Bridge Borings	0	\$1,800.00		\$0.00
Bucket Samples	10	\$100.00		\$1,000.00
Drill Crew Mob	2	\$300.00		\$600.00
Utility Clearing and boring Staking EIT	4	\$75.00		\$300.00
Field engineer EIT Logging	20	\$75.00		\$1,500.00
Traffic Control - Small sized project	2	\$1,200.00		\$2,400.00
Lab				
Atterberg Limits	30	\$65.00		\$1,950.00
Sieve Analyses Full Sieve with D50, D90	30	\$120.00		\$3,600.00
Sulfates	10	\$25.00		\$250.00
Resilient Modulus Testing	1	\$775.00		\$775.00
Soil Moisture Density relationship TXE 114-E	0	\$185.00		\$0.00
Optimum Lime/Cement Content pH TXE 121-E	3	\$290.00		\$870.00
UU Triax Compression	5	\$180.00		\$900.00
Compressive Strength of Rock	0	\$45.00		\$0.00
Consolidation Tests	2	\$300.00		\$600.00
California Bearing ratio (CBR)	0	\$400.00		\$0.00
Moisture Content of Soil	30	\$8.00		\$240.00
SUBTOTAL DIRECT EXPENSES				\$19,450.00

SUMMARY	
TOTAL COSTS	\$3,950.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$19,450.00
GRAND TOTAL	\$23,400.00

**EXHIBIT D-FEE SCHEDULE Altura
Tor Drive**

PRIME PROVIDER NAME: Brown & Gay Engineers Inc.
CONTRACT NUMBER:
PROJECT NAME: TOR DRIVE

TASK DESCRIPTION	PROJECT MANAGER	CLERICAL	TOTAL LABOR HRS. & COSTS	LABOR HRS PER SHEET
ROADWAY DESIGN (FC 160)				
Plan review for TDLR submission	6	2	8	
BID AND CONSTRUCTION PHASE (FC 351)				
Perform final inspection of project	10		10	
HOURS SUB-TOTALS	16	2	18	
CONTRACT RATE PER HOUR (use the loaded rate in the contract which includes base hourly rate, overhead and profit)	125	50		
TOTAL LABOR COSTS	\$2,000.00	\$100.00	\$2,100.00	
% DISTRIBUTION OF STAFFING	88.9%	11.1%		
SUBTOTAL (FC 110)			\$2,100.00	

OTHER DIRECT EXPENSES (COMPLETE IN ACCORDANCE WITH YOUR CONTRACT)	# OF UNITS	COST	
TDLR PROJECT REGISTRATION	1	\$175.00	\$175.00
SUBTOTAL DIRECT EXPENSES			\$175.00

SUMMARY	
FC 160	\$850.00
FC 351	\$1,250.00
TOTAL COSTS	\$2,100.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$175.00
GRAND TOTAL	\$2,275.00

EXHIBIT D-FEE SCHEDULE (PCI)
Tor Drive

PRIME PROVIDER NAME: Brown & Gay Engineers Inc.
CONTRACT NUMBER:
PROJECT NAME: TOR DRIVE

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	SENIOR ENV. PLANNER	ENV. SCIENTIST SPECIALIST	GIS ANALYST	TECHNICIAN	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
ENVIRONMENTAL STUDIES & PUBLIC INVOLVEMENT (FC 120)											
PROJECT COORDINATION (2 MEETINGS)	2	4			4						10
DATA COLLECTION						4					4
TECHNICAL REPORTS											
TXDOT NEPA FORMS		2			4	24					30
ARCHEOLOGY						2					2
HISTORICAL					2	4					6
BIOLOGICAL RESOURCES					2	32					34
NOISE ANALYSIS		4			8	96	16				124
HAZMAT ISA					4	32					36
PUBLIC INVOLVEMENT					8	24					36
SUMMARY OF FINDINGS REPORT		2				8					10
GIS/GRAPHICS							16		8		24
											0
											0
											0
HOURS SUB-TOTALS	2	16	0	0	32	226	32	0	8	0	316
CONTRACT RATE PER HOUR	190.55	145	159.65	123.6	144.2	108.15	103	77.25	82.4	61.8	
TOTAL LABOR COSTS	\$381.10	\$2,320.00	\$0.00	\$0.00	\$4,614.40	\$24,441.90	\$3,296.00	\$0.00	\$659.20	\$0.00	\$35,712.60
% DISTRIBUTION OF STAFFING	0.63%	5.06%	0.00%	0.00%	10.13%	71.52%	10.13%	0.00%	2.53%	0.00%	
SUBTOTAL (FC120)											\$35,712.60
TASK DESCRIPTION	Sr. PROJECT MANAGER	ENV. MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	SENIOR ENV. PLANNER	SENIOR ENV. SCIENTIST	SENIOR GIS TECH	DESIGN ENGINEER	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
PROJECT MANAGEMENT (FC 164)											
QA/QC DELIVERABLES	2	8									10
HOURS SUB-TOTALS	2	8	0	0	0	0	0	0	0	0	10
CONTRACT RATE PER HOUR	190.55	145	159.65	123.6	144.2	108.15	103	77.25	82.4	61.8	
TOTAL LABOR COSTS	\$381.10	\$1,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,541.10
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SUBTOTAL (FC 170)											\$1,541.10

DESCRIPTION											TOTAL MH BY FC	TOTAL COSTS BY FC	
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)											316	\$35,712.60	
MANAGING CONTRACTED PER SERVICES & SURVEY CONTRACTS (FC 164)											10	\$1,541.10	
SUBTOTAL LABOR EXPENSES											326	\$37,253.70	
OTHER DIRECT EXPENSES (COMPLETE IN ACCORDANCE WITH YOUR CONTRACT)													
Air Travel	# OF UNITS	COST/UNIT											
Mileage (# of miles) (current state rate)	304	\$ 800.00											\$0.00
ASTM Radius Search	1	\$500.00											\$174.80
Courier Service	2	\$30.00											\$500.00
Noise Meter Rental	3	\$100.00											\$60.00
GPS Rental		\$75.00											\$300.00
Cultural Site File Registration and Investigation	1	\$11,081.40											\$0.00
Backhoe & Operator		\$1,200.00											\$11,081.40
Hazardous Materials Database Report		\$650.00											\$0.00
Photocopies B/W (8.5 X 11)	300	\$0.12											\$0.00
Photocopies B/W (11 X 17)	50	\$0.30											\$36.00
White Mylar (11 X 17)		\$3.00											\$15.00
CD Archive	2	\$4.50											\$0.00
Photocopies Color (8.5 X 11)	100	\$1.20											\$9.00
Photocopies Color (11 X 17)	50	\$2.00											\$120.00
													\$100.00
SUBTOTAL DIRECT EXPENSES												\$12,396.20	

SUMMARY	
TOTAL COSTS	\$37,253.70
NON-SALARY (OTHER DIRECT EXPENSES)	\$12,396.20
GRAND TOTAL	\$49,649.90

EXHIBIT D-FEE SCHEDULE (M&S)

PRIME PROVIDER NAME: BROWN & GAY ENGINEERS, INC.
TOR DRIVE

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	RPLS	SENIOR ENGINEER	PROJECT ENGINEER	FIELD CREW	EIT	SR. ENGR TECH	Sr. CADD OPR	CADD OPR	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
RIGHT OF WAY DATA (FC 130)														
UTILITY COORDINATION/DESIGN	4	20			64		96		20	20	5	229		
SUE		4			60		64		64	72	10	274		
HOURS SUB-TOTALS	4	24	0	0	124	0	160	0	84	92	15	503		
CONTRACT RATE PER HOUR	195	160	135	150	135	135	100	95	80	70	65			
TOTAL LABOR COSTS	\$780.00	\$3,840.00	\$0.00	\$0.00	\$16,740.00	\$0.00	\$16,000.00	\$0.00	\$6,720.00	\$6,440.00	\$975.00	\$51,495.00		
% DISTRIBUTION OF STAFFING	0.80%	4.77%	0.00%	0.00%	24.65%	0.00%	31.81%	0.00%	16.70%	18.29%	2.98%			
SUBTOTAL (FC130)												\$51,495.00		
DESIGN SURVEY (FC 150)														
DESIGN SURVEY		38	45			70			36	24	20	233		
HOURS SUB-TOTALS	0	38	45	0	0	70	0	0	36	24	20	233		
CONTRACT RATE PER HOUR	195	160	135	150	135	135	100	95	80	70	65			
TOTAL LABOR COSTS	\$0.00	\$6,080.00	\$6,075.00	\$0.00	\$0.00	\$9,450.00	\$0.00	\$0.00	\$2,880.00	\$1,680.00	\$1,300.00	\$27,465.00		
% DISTRIBUTION OF STAFFING	0.00%	7.55%	8.95%	0.00%	0.00%	13.92%	0.00%	0.00%	7.16%	4.77%	3.98%			
SUBTOTAL (FC150)												\$27,465.00		
MANAGING CONTRACTED PER SERVICES & SURVEY CONTRACTS (FC 164)														
ATTEND KICK-OFF MEETINGS WITH CITY AND TXDOT	4	4										8		
AGENCY COORDINATION	12	12										24		
PROGRESS/COORDINATION MEETINGS (3 MEETINGS)	6	12										18		
HOURS SUB-TOTALS	22	28		0	0		0	0	0	0	0	50		
CONTRACT RATE PER HOUR	195	160	135	150	135	135	100	95	80	70	65			
TOTAL LABOR COSTS	\$4,280.00	\$4,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,770.00		
% DISTRIBUTION OF STAFFING	44.00%	56.00%		0.00%	0.00%		0.00%	0.00%	0.00%	0.00%	0.00%			
SUBTOTAL (FC 164)												\$8,770.00		

EXHIBIT D-FEE SCHEDULE (M&S)

PRIME PROVIDER NAME: BROWN & GAY ENGINEERS, INC.
TOR DRIVE

DESCRIPTION											TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT OF WAY DATA (FC 130)											503	\$51,495.00
DESIGN SURVEY (FC 150)											233	\$27,465.00
MANAGING CONTRACTED PER SERVICES & SURVEY CONTRACTS (FC 164)											50	\$8,770.00
SUBTOTAL LABOR EXPENSES											786	\$87,730.00
OTHER DIRECT EXPENSES (COMPLETE IN ACCORDANCE WITH YOUR CONTRACT)	# OF UNITS	COST/UNIT										
Air Travel	0	\$ 800.00										\$0.00
Mileage (# of miles) (current state rate)	600	\$0.575										\$345.00
Per diem	0	\$36.00										\$0.00
Test Holes	2	\$2,850.00										\$5,700.00
Photocopies B/W (11 X 17)	900	\$0.25										\$225.00
White Mylar (11 X 17)	0	\$3.00										\$0.00
CD Archive	2	\$5.00										\$10.00
Photocopies Color (8.5 X 11)	0	\$1.50										\$0.00
Photocopies Color (11 X 17)	0	\$2.00										\$0.00
SUBTOTAL DIRECT EXPENSES												\$6,280.00

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	\$87,730.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$6,280.00
GRAND TOTAL	\$94,010.00

EXHIBIT E

INSURANCE

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF SEGUIN'S PURCHASING DEPARTMENT, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

	<u>Type of Coverage</u>	<u>Limits of Liability</u>	
1.	Workers' Compensation	Statutory	
2.	Employer's Liability	\$100,000	\$300,000
3.	Commercial General (public) Liability		
	a. Bodily Injury (ea. oc.)	\$1,000,000	\$3,000,000
	b. Property Damage (Incl. Contractual Coverage of the Contractor's Indemnity under Section D hereof)	\$100,000 (ea. oc.)	\$300,000 (aggreg.)
4.	Comprehensive Automobile Liability		
	a. Bodily Injury	\$300,000 (ea. pers.)	\$1,000,000 (ea. oc.)
	b. Property Damage	\$300,000(ea. oc.)	
5.	Owner's Commercial General Liability Insurance Policy: The Contract shall obtain at his expense an Owner's Protective Liability Insurance Policy naming the <u>City of Seguin and its employees</u> as insured with the following limits.		
	a. Bodily Injury	\$1,000,000 (ea. pers.)	\$1,000,000 (ea. oc.)
6.	Builder's Risk Insurance: The Contractor shall obtain at his expense Builder's Risk Insurance against the perils of fire, lightning, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism and malicious mischief in the amount of insurance equal at all times to the insurable value of materials delivered and labor performed. The policy issued in the name of the Contractor shall also name his Subcontractors and the Owner as additional insured, as their respective interests may appear. The policy shall have endorsements as follows:		

"This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

All costs for the above specified insurance shall be borne by the Contractor. Insurance Requirement Affidavit shall be submitted with bid.

The Contractor shall require all subcontractors engaged to do work in connection with this contract to carry Public Liability and Property Damage Insurance in amounts not less than specified above.

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

- a. Name, the CITY OF SEGUIN and its officers, employees, and elected representatives as additional insured(s), (as the interest of each insured may appear) to all applicable coverage.
- b. Provide for 30 days' notice to City for cancellation, non-renewal, or material change.
- c. Provide for notice to City at the address shown below by registered mail.
- d. CONTRACTOR agrees to waive subrogation against the City of Seguin, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

NOTICES

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than fifteen (15) days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

Purchasing Department
City of Seguin
P.O. Box 591
Seguin, TX 78156

SECTION D. INDEMNIFICATION. The CONTRACTOR agrees to indemnify and save harmless the CITY OF SEGUIN from any and all claims, causes of action, and damages of every kind, for injury to or death of any person and damages to property arising out of the construction of said improvements or the operations embraced by this contract, and including acts or omissions of the CITY OF SEGUIN in connection with said construction.

SECTION E. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

WORKERS COMPENSATION INSURANCE
for
Building or Construction Projects and Services Provided at City-Owned Facilities

TEXAS WORKERS' COMPENSATION COMMISSION RULE 28, §110.110

As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Seguin.
3. Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the City of Seguin prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Seguin showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Seguin:

1. A certificate of coverage, prior to that person beginning work on the project, so the City of Seguin will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The Contractor shall notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and

stating how a person may verify coverage and report lack of coverage.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. Obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 6. Notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Seguin that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Seguin to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Seguin.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

**CITY OF SEGUIN
INSURANCE REQUIREMENT AFFIDAVIT**

**To be Completed By Appropriate Insurance Agent
and submitted with bid proposal.**

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Seguin, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.



Agent (Signature)

KevinPratt

Agent (Print)

Name of Agency/Broker: USI Southwest

Address of Agent/Broker: 840 Gessner, Suite 600

City/State/Zip: Houston, TX, 77024

Agent/Broker Telephone #: (719) 490-4712

CONTRACTOR'S NAME: Brown & Gay Engineers
(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Seguin at (830) 401-2451.

DESCRIPTIONS (Continued from Page 1)

that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Automobile, Workers Compensation and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract.

The Umbrella Liability policy follows form to the underlying General Liability, Automobile and Workers Compensation policies. The Umbrella Liability coverage limits are in addition to those provided by the General Liability, Automobile and Workers Compensation policies.

The General Liability, Automobile, Workers Compensation, Umbrella Liability and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

Valuable Papers Limit: \$100,000 Policy Limit

Policy Number: BA3F879328

Effective: 12/31/15 - 12/31/16

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

Policy Number: BA3F879328

Effective: 12/31/15 - 12/31/16

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **5. Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions **A. – T.** and **V.** of this endorsement broaden coverage. Provisions **U.** and **W.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| A. Broadened Named Insured | N. Additional Insured – Architect, Engineer Or Surveyor |
| B. Incidental Medical Malpractice | O. Who Is An Insured – Newly Acquired Or Formed Organizations |
| C. Reasonable Force – Bodily Injury Or Property Damage | P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess |
| D. Non-Owned Watercraft – Increased To Up To 75 feet | Q. Per Project General Aggregate Limit |
| E. Aircraft Chartered With Crew | R. Knowledge And Notice Of Occurrence Or Offense |
| F. Extension Of Coverage – Damage To Premises Rented To You | S. Unintentional Omission |
| G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion | T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement |
| H. Medical Payments Limit | U. Amended Bodily Injury Definition |
| I. Increased Supplementary Payments | V. Amended Insured Contract Definition – Railroad Easement |
| J. Additional Insured – Owner, Manager Or Lessor Of Premises | W. Amended Property Damage Definition – Tangible Property |
| K. Additional Insured – Lessor Of Leased Equipment | X. Additional Definition – Contract or Agreement Requiring Insurance |
| L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises | |
| M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations | |

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision **A.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. **Insuring Agreement** of **COVERAGE A BODILY**

COMMERCIAL GENERAL LIABILITY

INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision **B.**:
 - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
 - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph **2.a.(1)(d)** of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph **1.** above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)**:

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The insurance provided by this Provision **B.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Paragraph **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The exception contained in Subparagraph **(2)** of the **Aircraft, Auto Or Watercraft** Exclusion in **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:
 - (2)** A watercraft you do not own that is:
 - (a)** Less than 75 feet long; and
 - (b)** Not being used to carry persons or property for a charge;
2. Only as respects the insurance provided by this Provision **D.**, **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. The insurance provided by this Provision **D.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Paragraph **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)**:

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision **E.** does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision **E.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision **F.** does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph **6.** of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph **a.** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision **F.** does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the **Knowing Violation Of Rights Of Another** Exclusion in **2. Exclusions** of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY** Endorsement:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

COMMERCIAL GENERAL LIABILITY

H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B in COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

- (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph 4.a. of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
 - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision **P.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
 3. The insurance provided by this Provision **P.** shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph **2.** of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage **B**; and
 - b. Damages from "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage **A** for damages and under Coverage **C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision **Q.**:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph **6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision **S.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph **c.** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- c.** Any easement or license agreement;

2. Subparagraph **f.(1)** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION – TANGIBLE PROPERTY

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

COMMERCIAL GENERAL LIABILITY

X. The following definition is added to **SECTION V – DEFINITIONS:**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a.** After you have entered into that contract or agreement;
- b.** While that part of the contract or agreement is in effect; and
- c.** Before the end of the policy period.

POLICY NUMBER: -PACP-3F875201-TIL-15

EFFECTIVE DATE: 12-31-15

ISSUE DATE: 12-31-15

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 19 02 05 COMMON POLICY DEC
MP T0 01 02 05 BUSINESSOWNERS COVERAGE PART DECS
IL T8 01 01 01 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 15 09 07 COMMON POLICY CONDITIONS
IL T0 20 02 05 ADDITIONAL LOCATIONS

BUSINESSOWNERS

CP 12 18 06 95 LOSS PAYABLE PROVISIONS
MP T1 79 08 97 BLKT LMTS-ALL PREMISES BLDG/PERS PROP
MP T1 30 02 05 TBL OF CONT-BUSINESSOWNERS COV-DELUXE
MP T1 02 02 05 BUSINESSOWNERS PROPERTY COV-SPEC FORM
MP T1 05 02 05 AMENDATORY PROVISIONS-OFFICES
MP T1 75 03 06 WINDSTORM OR HAIL PERCENTAGE DED
MP T4 79 06 13 TEXAS CHANGES
MP P0 01 09 07 ARCHITECTS,ENGINEERS & SURVEYORS END
MP T3 07 03 97 PROTECTIVE SAFEGUARDS-SPRINK&RESTAURANT
MP T3 25 01 15 FEDERAL TERRORISM RISK INSURANCE ACT DIS
MP T3 41 02 05 THEFT OF MONEY AND SECURITIES LIMITATION
MP T3 46 10 06 BUS INC & EXTRA EXP LOC LEVEL DOLLAR LMT
MP T3 50 11 06 EQUIP BREAKDOWN SERV INTERRUPTION LIM
MP T3 56 02 08 AMENDATORY PROVISIONS-GREEN BLD

COMMERCIAL GENERAL LIABILITY

CG D3 15 11 03 BLANKET DESIG LOCATION(S) GENL AGGR LMT
CG T0 07 01 08 DECLARATIONS PREMIUM SCHEDULE
CG T0 34 11 03 TABLE OF CONTENTS
CG 00 01 10 01 COMMERCIAL GENERAL LIABILITY COV FORM
CG D2 55 11 03 AMENDMENT OF COVERAGE - POLLUTION
CG D3 09 11 03 AMEND ENDT-PRODUCTS-COMPLETED OPR HAZARD
CG D3 81 09 07 ADDT INSURED ARCHITECT,ENGINEER,SURVEYOR
CG D3 82 09 07 ADDL INSURED-ARCHITECT,ENGINEER,SURVEYOR
CG D4 71 01 15 AMEND COVERAGE B - PERS & ADV INJURY
CG F5 88 06 09 LIMIT WHEN TWO OR MORE POL APPLY - TEXAS
CG D0 37 04 05 OTHER INSURANCE-ADDITIONAL INSUREDS
CG D2 03 12 97 AMEND-NON CUMULATION OF EACH OCC
CG D3 79 09 07 ARCHITECT,ENGINEER,SURVEYOR XTEND ENDORS
CG D4 13 04 08 AMENDMENT OF COVERAGE-COOLING-POLLUTION
CG D3 26 10 11 EXCLUSION - UNSOLICITED COMMUNICATION
CG D3 56 05 14 MOBILE EQUIP REDEFINED-EXCL OF VEHICLES
CG D3 80 10 11 EXCL-ENGIN ARCHITECT OR SURVEY PROF LIAB
CG D4 21 07 08 AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS
CG D6 18 10 11 EXCL-VIOLATION OF CONSUMER FIN PROT LAWS

POLICY NUMBER: -PACP-3F875201-TIL-15

EFFECTIVE DATE: 12-31-15

ISSUE DATE: 12-31-15

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D7 46 01 15 EXCL-ACCESS OR DISCL OF CONF/PERS INFO
CG F2 68 05 05 TX CHANGES-EMPL RELATED PRACTICES EXCL
CG D2 42 01 02 EXCLUSION WAR
CG T4 78 02 90 EXCLUSION-ASBESTOS
CG 01 03 06 06 TEXAS CHANGES

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93 EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 11 88 EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 07 86 EMPLOYEE BENEFITS LIABILITY COV FORM
CG T5 30 06 89 AMENDMENT-EBL
CG D0 38 03 95 EXCLUSION-IRC VIOLATIONS
CG F4 17 12 05 TX CHANGES - DUTIES
CG T7 32 04 92 TX-AMEND OF CANCELLATION PROV

INLAND MARINE

CM T0 05 01 98 COV PRT DEC CONTRACTOR'S EQUIP
CM T0 11 08 05 TABLE OF CONTENTS
CM 00 01 09 04 COMMERCIAL INLAND MARINE CONDITIONS
CM T1 03 01 98 CONTRACTORS EQUIP-SPECIAL FORM
CM T3 98 01 15 FEDERAL TERRORISM RISK INSURANCE ACT DIS
CM T9 22 09 07 ARCHITECT,ENGINEER & SURVEYORS EQUIP END
CM 01 12 09 13 TEXAS CHANGES

INTERLINE ENDORSEMENTS

IL T3 68 01 15 FEDERAL TERRORISM RISK INS ACT DISCLOSE
IL T4 00 12 09 DESIGNATED ENTITY-C/NR PROVIDED BY US
IL T4 12 03 15 AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 15 CAP ON LOSSES CERTIFIED ACT OF TERRORISM
IL T3 82 05 13 EXCL OF LOSS DUE TO VIRUS OR BACTERIA
IL T8 00 GENERAL PURPOSE ENDORSEMENT
IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 68 03 12 TEXAS CHANGES - DUTIES
IL 01 71 09 07 TEXAS CHANGES-LOSS PAYMENT
IL 02 75 11 13 TX CHNG-CANC & NONRENEW PROV-CAS LINES
IL F0 25 09 98 EARLIER NOTICE CANCEL/NONRENEWAL-TX
IL T9 56 04 93 TX CHANGES-NOTICE OF CLAIM OR SETTLEMENT

Policy Number: XVYAFUB4369T94

Effective: 12/31/15 - 12/31/16



ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) – 001**

POLICY NUMBER: (XVYAFUB-4369T94-4-15)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver
Name of person or organization

Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
ALL TEXAS OPERATIONS.

3. Premium:
The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **SEE SCHEDULE**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by

DATE OF ISSUE: 12-31-15

ST ASSIGN:

Policy Number: XVYAFUB4369T94

Effective: 12/31/15 - 12/31/16



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (XVYAFUB-4369T94-4-15)

RENEWAL OF (XVMPEUB-4369T94-4-14)

INSURER: FARMINGTON CASUALTY COMPANY

NCCI CO CODE: 22640

1.

INSURED:

BROWN AND GAY ENGINEERS, INC.;
SEE ENDORSEMENT WC 99 06 01
10777 WESTHEIMER STE 400
HOUSTON TX 77042

PRODUCER:

USI SOUTHWEST
840 GESSNER RD STE 600
HOUSTON TX 77024

Insured is **A CORPORATION**

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from **12-31-15** to **12-31-16** 12:01 A.M. at the insured's mailing address.

3. **A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

AR TX

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident: \$ 1000000 Each Accident
Bodily Injury by Disease: \$ 1000000 Policy Limit
Bodily Injury by Disease: \$ 1000000 Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

**AL AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN
MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN UT VA VT WI WV**

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made **ANNUALLY**.

DATE OF ISSUE: 12-31-15 **AG**

OFFICE: A&E RETAIL

20V

PRODUCER: USI SOUTHWEST

DIRECT BILL

CFS07