

CITY OF BEE CAVE
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
TRAVIS COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Bee Cave, Texas, (the "City") a home rule municipality organized and existing under the laws of the State of Texas, and HDR Engineering, Inc. ("Professional").

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in Exhibit "B" and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue

payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount in Exhibit "B". If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit C throughout the term of this Agreement and

thereafter as required herein.

In addition to the insurance provided for in Exhibit C, Professional shall maintain the following limits and types of insurance:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per claim covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. This coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$1,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$1,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Cyber Security Liability Insurance: Professional shall carry and maintain during the term of this Agreement, cyber security liability insurance on a per occurrence basis with limits of liability of not less than \$1,000,000 per claim, covering any such unauthorized disclosure of Protected Information caused by a defect or failure of the Software or any electronic communication system maintained or controlled by Professional.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form. The City shall be named as an "additional insured" except for the Professional Liability policy. Evidence of such insurance shall be attached as Exhibit "C".

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement. The Professional may utilize all of its work product and deliverables for archival, marketing and promotional purposes.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall be placed on all documents and data furnished by the Professional to the City and shall remain as placed in all iterations and uses of the documents and data. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws,

statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Professional and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Bee Cave, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional") (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of

its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time upon reasonable notice. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2)

compliance with the provisions of this Agreement.

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code.

25. Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Professional a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Professional understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Professional with respect to the proper completion of the TEC Form 1295.

26. Texas Government Code Mandatory Provision. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Professional hereby verifies that it does not boycott Israel, and agrees that, during the term of this

agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Professional hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Professional hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.


Further, Professional hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

EXECUTED, by the City on this the 4th day of April, 2022.

CITY:

By: 
Name: Clint Garza
Title: City Manager

PROFESSIONAL:

By: 
Name: MARK D. Borenstein
Title: Vice President

ADDRESS FOR NOTICE:

CITY

City of Bee Cave
Attn: Clint Garza, City Manager
4000 Galleria Parkway
Bee Cave, TX 78738

PROFESSIONAL

HDR Engineering, Inc.
Attn: Curtis Rokicki
710 Hesters Crossing #150
Round Rock, Texas 78681

with a copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
Attn: Bee Cave City Attorney
2500 W. William Cannon Dr., Suite 609
Austin, Texas 78745-5320

Exhibit "A"

Scope of Services

SERVICES TO BE PROVIDED BY THE CITY

In addition to the services listed in the Agreement, the City will provide the following services.

- Provide a sample set of plans
- Furnish a point of contact to coordinate aspects of the Project.
- Provide design reviews or statement waiving design reviews
- If the bid package is intended to be split among multiple contractors, City of Bee Cave will identify which items of work are included in each bid package.
- Furnish reference documents, information, and project data for the development of the Project including but not limited to previous hydraulic analysis, sample set of plans, and hydraulic gauge data.
- Print on City letterhead, sign and mail Right of Entry (ROE) requests prepared by the ENGINEER. The City will address issues regarding refusal to grant ROE or communication with landowners who are hostile with respect to the completion of this scope of services.
- Provide additional coordination with adjacent property owners, as needed.
- Provide coordination for utility relocations, if applicable, based on identification from the ENGINEER.
- Provide location recommendations for proposed utility adjustments, if applicable, and verification & monitoring of those adjustments.
- Preparation and submission of reimbursable utility agreement assemblies.
- Provide timely reviews and approvals of required documentation including, working documents, reports, and drawings.
- Perform timely review and processing (30-60 days) of monthly invoice submissions.
- Provide available accident history and traffic counts documented in the project vicinity.

SERVICES TO BE PROVIDED BY THE ENGINEER

GENERAL PROJECT OVERVIEW

This project includes site investigation and design services for the Great Divide Drive at Little Barton Creek located in the City of Bee Cave, Texas. The existing creek crossing consists of 3-24" CMP's that overtop frequently creating a safety hazard as Great Divide Drive provides the only ingress/egress access for the neighborhood. Site investigation includes site survey and geotechnical exploration. The new bridge is expected to remain a low water crossing but is to clear the 10-year storm event as recommended by the City.

PROJECT MANAGEMENT (Task 1)

- **Project management.**
 - Prepare monthly project invoices with progress report.
 - Prepare project schedule and update as needed. Submit with project invoices.
 - Project filing and data management.
 - The ENGINEER will perform a quality control review of all work for compliance with accepted practices and procedures, policies, standards, specifications and design criteria.
- **Subconsultant coordination.**
 - The ENGINEER will conduct team meetings with project subconsultants.
 - The ENGINEER will execute contracts, monitor activities, review and recommend approval of sub consultant invoices.
- **Review/Progress Meetings**
 - The ENGINEER will attend progress meetings (up to three) with city officials and provide meeting minutes. These meetings will be done to evaluate project status, determine necessary adjustments to the project work plan and schedule and discuss and resolve project technical issues. These meetings will include coordination and review meetings for the submittals as defined.
 - The ENGINEER will attend a 30% Over-the-Shoulder meeting with city officials and provide meeting minutes.

SURVEYING AND PHOTOGRAMMETRY (Task 2)

DESIGN SURVEY

- **Project Control**
 - ENGINEER will establish up to 3 primary project control points within the project limits. The survey control points (5/8" iron rods with SAM Control" plastic caps) will be set in locations that will likely be undisturbed by construction or County maintenance. Horizontal values will be referenced to the NAD83 (2011) Texas Coordinate System, Central Zone). Horizontal values will be represented in US Survey Feet (USFT) and will be adjusted to surface by multiplying by a surface adjustment factor to be provided by the City. The vertical

Exhibit A

values for this project will be based on the North American Vertical Datum of 1988 (NAVD 88), Geoid 2012B model.

- **Right of Entry (ROE)**
 - ENGINEER shall attempt to obtain right-of-entry (ROE) for approximately three (3) private properties for the purpose of collecting ROW and Design survey data. ENGINEER anticipates that the City will handle problems regarding any refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. ENGINEER shall document any interactions with property owners while performing the work.
- **Design Survey**
 - ENGINEER will utilize conventional survey methods or Global Positioning Systems to collect cross-sections and break lines at approximate 50-foot intervals within the above-described project limits. Major grade-break lines necessary to produce a one-foot interval contour DTM will be collected, as well as any visible improvements including driveways (with type noted), driveway pipes, drainage structures (noting size, material and flowline elevation), edge of pavement, edge (shoulder) line, crown (physical centerline), guardrail, fences, signs (with text) and mailboxes, visible utilities and visible evidence of underground utilities. Trees, 4-inches and larger in diameter, within the project limits will be located and tagged (noting size and species).

RIGHT OF WAY (Task 3)

RIGHT OF WAY SURVEY (up to 3 ROW Parcels)

- **Records Research and Deed Study**
 - ENGINEER will perform a ROW survey along the proposed alignment of Great Divide Drive. Upon notice to proceed, ENGINEER will conduct research in the Travis County offices to confirm property ownership for the 3 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for subject properties will be obtained from the County Clerks' records. ENGINEER anticipates that Title Commitments, Title Reports, and any other form of records research beyond obtaining current deeds and plats will be provided by others. Obtaining any additional records (including easements, chain of title, or any encumbrances) is outside of this scope of services.
- **Field Surveys**
 - ENGINEER will recover monuments marking the existing ROW lines (if any) and the front corners of the properties from which ROW is to be obtained and will tie to the project control. ENGINEER will recover the corner or angle point monuments nearest to the proposed ROW on the sideline of each of the subject properties and these corners will be tied to the project control. ENGINEER will utilize the above-described design survey planimetric file to show any visible improvements within the proposed ROW acquisition parcels. Building corners

Exhibit A

within 25 feet of the proposed ROW will be located in the field and dimensioned on ROW map sheets and parcel plats.

- **Boundary Analysis**
 - Utilizing the deed study and the data from the field survey, ENGINEER will analyze the results of the survey and perform computations related to the analysis. Location of the existing ROW lines and the side property lines of each of the subject properties will be determined by ENGINEER.
- **Preparation of Documents**
 - ENGINEER will develop a base file showing ownership of the subject properties. Properties adjacent to the existing/proposed right of way within the project limits will be labeled with the owner's name and deed recordation information.
 - Utilizing the boundary surveys performed by ENGINEER and the proposed ROW line location provided by the City, ENGINEER will compute the boundaries of the ROW parcels for each of the subject properties.
 - ENGINEER will draft plats for the 3 parcels for ROW acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.
 - ENGINEER will prepare a field note (metes and bounds) description for each of the 3 parcels. A closure computation will be prepared for each of the descriptions.

GEOTECHNICAL (Task 4)

- **Bridge Soil/Rock Borings.**
 - The Geotechnical investigation should include soil borings on each abutment with a minimum of two (2) soil/rock borings in accordance with the TxDOT geotechnical manual. The borings should be approximately 40-feet deep. Texas Cone Penetration (TCP) tests or Standard Penetration tests will be performed at 5-ft intervals, soil samples will be obtained with Shelby tubes and/or split spoons and intact limestone will be cored with NXB Wireline core barrel.
 - The Geotechnical investigation should include a minimum of two (2) soil borings to a depth of 10 feet for the bridge approaches and temporary access road.
 - The Geotechnical investigation should include laboratory testing to include, but not limited to, Moisture content, Minus 200 Sieve, Atterberg Limits, unit weights, unconfined compressive strength tests and soil classification tests on selected soil samples and rock cores obtained from the borings.
- **Geotechnical Report.**
 - The Geotechnical report should include a boring location plan, soil boring logs, laboratory tests results, description of soil and rock conditions, and foundation recommendations for the proposed bridge. The foundation recommendations should include allowable bearing capacity, skin friction values, pier seating depths and construction consideration considerations such as casing and pumping of pier holes. The Geotechnical report should be prepared and sealed by a licensed engineer in the State of Texas.

- **Pavement Design.**

- The Geotechnical report should include pavement thickness recommendations for the bridge approaches on Great Divide Drive and the temporary access road. The pavement recommendations should include subgrade preparation and stabilization, if needed. The pavement design should be based on street classification and traffic parameters provided by the owner. The pavement thickness should be developed using TxDot FPS-21 Computerized Pavement Design.

ENVIRONMENTAL STUDIES (Task 5)

- **Environmental Documentation**

- Each environmental service provided by the Engineer shall have a deliverable. Deliverables shall summarize the methods used for the environmental services and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide satisfactory basis for the City Due Diligence investigations thorough review by the State, and (where applicable) agencies with regulatory oversight. Deliverables shall meet regulatory requirements for legal sufficiency and shall adhere to the requirements for state and federal laws.
- Quality Assurance/Quality Control Review
For each deliverable, the Engineer shall perform quality assurance quality control (QA/QC) reviews of environmental documents and other supporting environmental documentation.

- **Due Diligence Report and Documentation**

- Definition of technical report and documentation for environmental services: a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to provide evidence of environmental research and field activities to comply with required federal and state laws, regulations, and statutes.

Some examples of environmental technical research and documentation are listed below:

- Biological evaluation of threatened and endangered species and potential habitat
- Texas Historical Commission coordination for Archeological materials
- Hazardous Materials Site Assessment
- Historic Resources
- Waters of the US Jurisdictional Determination, wetland mapping, and permitting analysis

- **Deliverables:**

- Due Diligence Report summarizing the research and actions outlined below. This documentation will be submitted to the City to be kept in the project file for review/audit by the State or regulating agencies.

Exhibit A

- **Archeological Resources**

- The Archeological Permit Application shall be produced by a professional archeologist as defined in 13 TAC §26.4(2).
- The Permit Application shall conform to the current Review Standard available from the State.
- The Archeological Permit Application for the project must define and consider alternatives selected for detailed study, including existing right of way, proposed new right of way, easements (temporary and permanent), and any other project-specific location designated by the State. The Permit Application shall consider the likely depth of impacts resulting from the proposed project.
- To complete the Archeological Permit Application, the professional archeologist shall undertake a review of existing data, including, but not limited to, the Texas Archeological Sites Atlas, geologic maps, soil maps, Potential Archeological Liability Map (PALM) of the project area (if applicable), aerial photographs, and historic maps. Based on this review, the Archeological Permit Application shall identify and plot on a map the areas that require field investigation to evaluate the project's effects on archeological resources and cemeteries and shall identify the areas in which the proposed project would have no effect on archeological resources and cemeteries. The Archeological Permit Application shall identify any areas proposed for field investigation where impacts are deep, extending beyond three feet in depth.
- Once the Permit is approved by the Texas Historical Commission, the Archeological Survey will be carried out on those areas identified in the Permit. Shovel testing of the surface sediments will include 30cm x 30cm x 50cm (depth) test pits will be excavated by hand and tested for cultural materials.
- Any cultural materials will be presented in the Archeological Survey report, to be submitted to the THC for their review and approval.
- Cultural materials excavated during the survey will be curated at the Texas Archeological Research Laboratory.
- Mechanical excavation and site curation would require supplemental work authorization.
- **Deliverables:**
 - Archeological Permit Application
 - Archeological Survey
 - Archeological Survey Report

- **Determining Impacts to Waters of the United States, including Wetlands**

- The Engineer shall identify waters within the boundaries of the project area.
- The Engineer shall make a preliminary determination of USACE jurisdiction. Restrict the level of effort to identification without formal delineation

Exhibit A

- The Engineer shall delineate waters of the United States (WOUS), including wetlands.
 - Provide documentation which shall include field work and compilation of field documentation for WOUS, including wetland delineations. Wetland delineations shall be performed in accordance with the current USACE Wetlands Delineation Manual (Technical Report Y-87-1) and, if appropriate, the Great Plains, Arid West, or Atlantic and Gulf Coastal Plain Supplement to Technical Report Y-87-1.
 - Stake WOUS boundaries in the field.
 - Map the boundaries of the WOUS with the global positioning system per guidance from the USACE, and state the boundaries in the field.
 - USACE Nationwide Permit 14 for Linear Transportation Projects with no Preconstruction Notification is presumed for this project. If additional permitting is required, additional work will be done under a supplemental work authorization.
 - If additional USACE permitting including Preconstruction Notifications (PCNs) or individual permits are required, these tasks would be provided under a supplemental work authorization.
- **Deliverables:**
 - The Engineer shall provide documentation of the WOUS determinations and delineations.
- **Stormwater Permits (Section 402 of the Clean Water Act)**

The Engineer shall:

- Describe the need to use the TPDES General Permit, TX 150000. The text will describe how the project will comply with the terms of the TPDES, including the Stormwater Pollution Prevention Plan.
- **Deliverables:**
 - The Engineer shall provide documentation of the Section 402 project requirements and TCEQ coordination and required Project BMPs to be incorporated.

- **Threatened or Endangered Species**

The Engineer shall perform biological services.

- Surveys for Protected Species or Habitat of Protected Species based on the most current TPWD threatened and endangered species list.

The Engineer shall:

- Perform surveys of protected species or habitat of protected species. This shall include:
 - Species listed by the United States Fish and Wildlife Service (USFWS) as threatened or endangered or proposed for listing as threatened or endangered (50 CFR 17.11-12),
 - Species that are candidates for review for listing by USFWS as threatened or endangered (per most recently updated list in Federal Register),

Exhibit A

- Species listed as threatened or endangered species or species of greatest conservation need (SGCN) by the State of Texas Threatened and Endangered Species Listings, Texas Park and Wildlife Department (TPWD),
- Species protected by the Migratory Bird Treaty Act (50 CFR 10.13) and the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c).
- Examine existing data to determine the likelihood that rare species, protected species, their habitat, or designated critical habitat (per 50 CFR §17.94-95) could be impacted by the Transportation Activity. Existing data shall include the Element Occurrence Identification (EOID) records of the TPWD Natural Diversity Database, following the Guidelines set forth in the most current version of TPWD's Guidelines for TXNDD Data Analysis.
- It is not anticipated that the Project will provide habitat for Threatened and Endangered Species. Should habitat be present or threatened and endangered species individuals are identified in the project area, additional tasks would be provided under a supplemental work authorization.
- Habitat Analysis and Characterization of Project Study Area. The Engineer shall perform an analysis and characterization of habitat and habitat impacts for the study area and documented in the Due Diligence Report. For transportation activities involving new right-of-way or easements, including temporary easements, the habitat description shall address the entire study area. If lack of access to the new location right-of-way limits field observation for the habitat description, existing published sources shall be used to provide an estimate. Land use within and outside the proposed right-of-way shall be described. In addition, the description of vegetation in the new right-of-way or easements shall include the following:
 - Dominant Species for each vegetation stratum (i.e., tree, shrub, vine, herbaceous [grass and forbs]) present,
 - Height of trees (range), if present,
 - Diameter at Breast Height (DBH) of trees (range and average), if present,
 - Percent canopy cover of trees, if present,
 - Acreage for each vegetation type present.
- The habitat analysis shall contain a description of anticipated impacts to the following:
 - Any vegetation, broken down by plant community (as above),
 - Unusual vegetation features (as above),
 - Special habitat features (as above),
 - Habitat for any protected species (as above),
 - Any other habitat feature identified by and considered to be important to the State's District.

Note: The description of anticipated impacts shall be based on impacts that can be predicted as a result of construction activities and the kind(s) of facility proposed for the Transportation Activity.
- **Deliverables:**
 - Survey Reports and Habitat Analyses included in the appendices of the Due Diligence Report.

Exhibit A

- **Initial Assessment of Hazardous Materials Impacts**

The Engineer shall:

- The Engineer shall perform an Initial Site Assessment (ISA) for potential hazardous materials impacts for the limits of the study area.
 - Note: The ISA shall determine the potential for encountering hazardous materials in the study area, including possible environmental liability, increased handling requirements (e.g., soil or groundwater), and potential construction worker health and safety issues.
 - Note: The Engineer is responsible for reviewing and being familiar with the State's guidance related to the development of the ISA and the Hazardous Material process.
- The Engineer's completed ISA shall include, when applicable, full copies of list search reports, including maps depicting locations, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the Engineer to complete the ISA.
- Based on the ISA information, the Engineer shall provide a report discussing the known or potential hazardous materials impacts suitable for inclusion in the environmental document. The report of hazardous materials impacts shall include, when applicable:
 - A concise summary of relevant information gathered during the ISA, including sufficient information to show that the study area for the Transportation Activity was investigated for known or potential hazardous material contamination.
 - A concise description of the scope of the hazardous materials ISA, disclosure of any limitations of the assessment, and a statement indicating who performed the assessment.
 - Disclosure of known or suspected hazardous material contamination that is anticipated to be encountered during construction.
 - A discussion of any required or recommended special considerations, contingencies or provisions to handle known or suspected hazardous material contamination during right-of-way negotiation and acquisition, property management, design and construction.
 - A summary of any early coordination or consultation conducted with the regulatory agencies, local entities or property owners.
- Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments from the City are required during future stages of project development, the Engineer shall review those findings and commitments with the City prior to completing the hazardous materials discussion for the environmental document. Additional investigations, including Phase 2 and Phase 3 inspections or site remediation would be provided under a supplemental work authorization.
- **Deliverables:**
 - Hazardous materials investigation and risk analysis in the Due Diligence Report.

UTILITY COORDINATION (Task 6)

- **Utility Coordination.**

Exhibit A

The ENGINEER will perform utility coordination/engineering services related to the number of existing utilities identified to date.

- The ENGINEER has identified the following utilities as being present within the project limits for which this Work Authorization is based upon: The number of existing utilities or utility identification within the project limits are not confirmed at this time; the utilities found by Texas Utility One-Call System and aerial photography, generated the following tentative list:
 - Charter-Spectrum;
 - Austin Energy;
 - AT&T;
 - West Travis County Public Utility Agency (water and hydrant noted);
 - No sewer has been identified, at this time; and
 - Low-water flood control gauge station noted.
- Coordination activities include meeting and contacting with utilities on the project, initial project notifications, preparation of existing utility layouts, preparation of contacts lists, reviewing conflicts between the utilities and the proposed project, resolutions of utility conflicts, creation of a utility conflict list, creating a utility tracking report, and review of the proposed utility adjustments.
- The ENGINEER will identify and contact identified utility companies
 - Issue project notifications to identified utility companies
 - Contact, request, and confirm utility record drawings, utility as-builts, and facility information (SUE QL-D)
 - SUE QL-C, based on utility information within the ground survey information
 - Develop a utility company contact matrix
 - Develop utility facility matrix in an Excel format
 - Name of utility company
 - Contact name/address/phone/e-mail
 - Type(s) of facility
 - Utility notification date
 - Located within ROW or private easement
 - Location of potential conflict(s)
 - Utility adjustment or protect-in-place needs
 - ROW cleared
 - Comments section - this section will be used to track any correspondence from utility companies. This section will contain dates of correspondence.
 - Identified action items and due dates
 - Develop a utility layout in DGN and PDF formats, based on utility record information received from utility companies (SUE QL-D) and survey information (SUE QL-C)

Exhibit A

- Identify existing and proposed utilities - size, location, ownership, and number of lines in a particular utility facility
- Existing and proposed ROW
- Identify any existing and proposed utility easements
- Existing and proposed edge of roadway
- Identify existing and proposed pertinent structures, which the utility could be in conflict with
- Background image

PUBLIC INVOLVEMENT (Task 7)

- The ENGINEER will plan and implement one in-person community engagement event to present 15% design alternatives for the Great Divide Bridge, in coordination with the Communications Director of Bee Cave. The meeting will be held at Bee Cave City Hall and provide an overview of the purpose and need and will provide attendees an opportunity to share feedback. The ENGINEER will collect feedback from the community to inform the continuing design of the bridge.
- The ENGINEER will work with the Communications Director to notify the community of the upcoming events via social media and local news media. The ENGINEER will prepare a notification postcard and mailer to raise community awareness of the event.
- The ENGINEER will draft and develop materials and exhibits including name tags, sign-in sheet, fact sheet, comment cards, survey, and up to 10 large-format exhibits (36x48). The ENGINEER will prepare and produce all approved exhibits and materials and will transport all meeting materials to and from the venue, as well as set up and break down. The ENGINEER will provide technical staff to answer any questions during the meeting and will host a sign-in table as well as assist community members with filling out the survey and comment cards if needed.
- The ENGINEER will also build and manage an on-demand virtual open house to present the meeting information online for a defined period of time for community members unable to attend the in-person event. The virtual open house will be presented via an ArcGIS StoryMap and will allow attendees to view the same exhibits and materials presented at the in-person event, as well as share their feedback via an online survey and a similar comment mechanism. The ENGINEER will provide a meeting comment summary for both the in-person and virtual events.
- The ENGINEER will also develop and maintain a stakeholder/community engagement database for community members who wish to sign up for email updates.
- The ENGINEER will also update public facing exhibits for update to City Council at 30%, 90% and 100% design.

ROADWAY DESIGN & PS&E (Task 8)

- The ENGINEER shall prepare 15% concept, in accordance with the City's criteria, for approval by the City. The concept shall include the following:
 - Concept (Roadway and TCP Exhibits)
 - Typical Sections, existing and proposed.
 - Plan and Profile Sheet.
 - Drainage Area Maps for External Drainage
 - Hydrologic Data Sheet
 - Hydraulic Data Sheet
 - Interim Culvert Layout
 - Estimate
- The ENGINEER will attend a 30% Over-the-Shoulder meeting with city officials.
- The ENGINEER shall prepare 90% and 100% roadway and drainage plans, specifications, and estimates necessary for construction of the project in accordance with the City's criteria. The plans shall include, as applicable to each milestone submittal, the following:
 - Title Sheet, with project information, limits, location map, signature blocks, index of sheets, and other City information.
 - Typical Sections, existing and proposed, with dimensioned roadway widths, cross slopes, station limits, and pavements sections.
 - General Notes, necessary for construction of the project, including a basis of estimate.
 - Summary Sheets, with quantities broken down by discipline.
 - Traffic Control Plan, including narrative, phasing sheets, and standards.
 - Survey Control Sheets (insert from surveyor).
 - Removal Layout, showing items to be removed.
 - Plan and Profile Sheet, with alignment data, station, and offsets of roadway geometry, signing, striping, and ditch geometrics.
 - Driveway Detail Sheets, with driveway dimensions, profiles, and spot grading
 - Drainage Area Maps for Internal and External Drainage
 - Hydrologic Data Sheet
 - Hydraulic Data Sheet
 - Proposed Ditch Plan & Profile
 - Interim Culvert Layout
 - Special Details
 - List of Specifications
 - Stormwater Pollution Prevention Plan (SW3P) Narrative, for permitting.
 - Erosion Control Layout, with temporary and permanent Best Management Practices (BMPs).
 - Roadway Detail Sheet (1).
 - Applicable City and TxDOT standards.
 - Cross Sections at 50' intervals (excluding culvert) showing existing and proposed ground.
- The ENGINEER shall prepare a construction schedule utilizing Microsoft Project at the 90% deliverable
- The ENGINEER shall perform QA/QC on deliverables.
- The ENGINEER shall develop plan sheets illustrating pavement markings and signing appropriate to the project and in compliance with TxDOT standards and the TMUTCD.

DRAINAGE ANALYSIS (Task 9)

The Great Divide Drive low water crossing is located on the Little Barton Creek with a contributing watershed of approximately 8.5 square miles. The project area is located within Travis County and is contained within a FEMA regulated Zone AE floodplain.

The purpose of this task is to prepare drainage Technical Memorandum documenting drainage design and floodplain impact analysis for the existing low water crossing and proposed bridge replacement project.

The following tasks are required:

- **Data Collection** – The Engineer shall provide and obtain the following data:
 - Collect available data including GIS data and maps (LiDAR, SSURGO soils, land use and other watershed datasheets), site survey data, previous reports and studies, and readily available rainfall history for the area. Particular sources of data collected must include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA).
 - Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models.
 - Meet with local government official or floodplain administrator to obtain historical flood records including high water marks, gauge data or frequency of road closures.
- **Hydrologic Calculations**
 - Develop the drainage area boundaries and hydrologic parameters such as impervious covered areas, and overland flow paths and slopes from appropriate sources including, but are not limited to, topographic maps, GIS modeling, construction plans, and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing of their validity. If necessary, obtain additional information such as local rainfall from official sites such as airports. Drainage area boundaries will be defined using best available topographic information. Provided topographic survey within the State ROW will be supplemented with available TNRIS LiDAR data.
 - Define precipitation depth-duration-frequency and intensity-duration-frequency (IDF) data for the entire length of the project (multiple watersheds) using national Atmospheric and Oceanic Administration (NOAA) Atlas 14 precipitation data in accordance with local criteria. Methodology to be determined during Design Criteria meeting with the City.
 - Include, at a minimum, the “design” frequency to be specified in the Design Criteria meeting with the City and the 1% Annual Exceedance Probability (AEP) storm frequency. The report must include the full range of frequencies (50%, 20% 10%, 4%, 2%, and 1% AEP).
 - Develop historical event gage adjusted rainfall data (5-minute precipitation hyetographs) for up to three (3) historical events to be used in hydrologic validation. Historical events will be selected based on available stream gage data and high-water marks for associated events along Little Barton Creek within the project area. Available NOAA NEXRAD radar data and rainfall gage data will be taken from gages within the surrounding area.

Exhibit A

- Calculate discharges using the Curve Number Unit Hydrograph method. Curve number unit hydrograph method calculations will be validated to a minimum of two historic storm events and gage data provided by the City at Hamilton Pool Road and Great Divide Drive.
- **Complex Hydraulic Design**
 - Perform hydraulic design and analysis for the interim detour culvert and ultimate bridge structures using appropriate hydraulic methods, which may include computer models such as HEC-RAS 1D or unsteady HEC-RAS 2D. Data entry for appropriate hydraulic computer programs shall consist of a combination of both on-the-ground survey and other appropriate sources including but not limited to topographic maps, LiDAR, GIS modeling, and construction plans and existing hydrologic studies.
 - If a “best available data” model is provided by the local floodplain administrator, it must be utilized accordingly for this analysis. Review the provided base model for correctness and updated as needed. If the provided effective model is not in a HEC-RAS format, convert it to HEC-RAS for this analysis.
 - Develop hydrologic model storage-discharge relationships using developed hydraulic models to account for hydrological channel routing through the watershed.
 - Consider pre-construction and post-construction conditions as determined in the Scope of Work and evaluate impacts to the 1% AEP floodplain and adjacent habitable structures and adjacent properties.
 - Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events. Impacts will be determined both upstream and downstream of the bridge crossings.
- **Scour Analysis**
 - Perform a scour analysis for the existing and proposed bridge structure in accordance with City and State approved methodologies.
 - Develop the potential scour depths, envelope and recommended countermeasures including bridge design modifications and/or revetment.
 - Develop scour documentation stating assumptions, methodologies, and results to be included the Drainage Technical Memorandum.

The ENGINEER shall perform QA/QC on deliverables.

BRIDGE DESIGN (Task 10)

- The bridge ENGINEER shall coordinate with other engineering disciplines such as roadway, hydraulics, and geotechnical to design a bridge structure over Little Barton Creek.
- The ENGINEER will attend a 30% Over-the-Shoulder meeting with city officials.
- General - Analysis and design of the bridge structure is to be per AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges (Dec. 2009), AASTHO Bridge Design Specifications 2020, 9th Edition, and TxDOT Bridge Design Manual – LRFD (November 2021). Applicable City of Austin, and TxDOT Standard drawings will also be used.

Exhibit A

- Bridge options shall be evaluated for cost effectiveness, aesthetics, and appropriateness to the site. Options are to include: 1) Prestressed concrete slab beams (phased and not phased) and 2) multiple box culverts. Additional items to be considered will be aesthetic specific, such as rails, and concrete form liners.
- The geotechnical report will be reviewed for bridge foundation designs.
- A bridge layout plan sheet showing begin and end bridge in plan and elevation view will be provided.
- Bridge detail sheets will be provided. These sheets will be appropriate to the final specific bridge type.
- Quantities for bridge items will be developed using City of Austin construction specifications and bid items.
- Deliverables will be detail checked and include a quality control review.

TDLR (Task 11)

- The ENGINEER proposes to perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):
 - Register the project with TDLR
 - Perform plan review of the project construction documents
 - Perform the final inspection of the project upon completion

PROJECT DELIVERABLES – All deliverables will be in electronic format

- Task 2 - 2D planimetrics, 3D DTM (Microstation V8i)
- Task 2 - GPK and TIN file (3D surface file)
- Task 2 - 1-Foot Contour map (Microstation V8i DGN format)
- Task 2 - Word doc file of surveyed points list and descriptor code list
- Task 2 - Survey Control Sheets signed, sealed, and dated by a Registered Professional Land Surveyor on 11 x 17 pdf.
- Task 2 - PDF file of scanned field book copies
- Task 3 - Legal description for each parcel (signed and sealed) (Up to 2).
- Task 3 - Survey plat on 8 1/2"x11" for each parcel (signed and sealed) (Up to 2).
- Task 3 - One set of area computation sheets for legal descriptions and plats and ROW maps for parcels.
- Task 4 - Geotechnical report with field and laboratory test results and bridge foundation recommendations.
- Task 5 – Due Diligence Report
- Task 5 – Archeological Permit Application
- Task 5 – Archeological Survey Report
- Task 5 – Clean Water Act compliance evaluation and summary memo
- Task 5 – Documentation of Section 402 compliance and TCEQ coordination and required project BMP's

Exhibit A

- Task 5 – Hazardous materials investigation and risk analysis included in the Due Diligence Report
- Task 7 - Event planning, logistics coordination and staff participation to successfully hold an in-person event
- Task 7 - Development and production of all meeting materials and exhibits to be shared at the in-person and virtual events, as outlined in the scope.
- Task 7 - Draft and final post-open house meeting comment report in Word format
- Task 7 - Stakeholder/community database in Excel format.
- Task 7 - Updates to public facing exhibits at key milestones of project design.
- Task 8 – 15% exhibits and cost estimates
- Task 8 - 90% construction plans and estimates
- Task 8 – 90% and 100% Construction Schedule
- Task 8 – 100% complete signed and scaled Plans, Specifications, and Estimates
- Task 9 – Draft 15% Design (Concept) drainage technical memorandum documenting scope of work, data collection, design assumptions, and summary of findings in an electronic .pdf format.
- Task 9 – 15% Design submittal comment responses provided by the City or other reviewers as requested by the City.
- Task 9 - 90% Design submittal comment responses provided by the City or other reviewers as requested by the City.
- Task 9 – Final (100% Design) drainage technical memorandum documenting scope of work, data collection, design assumptions, and summary of findings in an electronic .pdf format.
- Task 9 – Plan sheets in accordance with the PS&E submittals (15% Concept, 90% and 100% Design)
- Task 9 – Local Floodplain Administrator Notification Letter (90% Design)
- Task 10 – 15% exhibits, cost estimates, aesthetics, and renderings (2) for presentation at city open house.
- Task 10 - 90% construction plans and estimate.
- Task 10 – 100% complete signed and sealed Plans, Specifications, and Estimates
- Task 11 – Proof of project registration via the TDLR Proof of Registration Sheet.
- Task 11 – Plan Review Report detailing the observed findings of elements that are not in compliance with the Texas Accessibility Standards (TAS).
- Task 11 – Inspection Report detailing the observed elements that are not in compliance with the Texas Accessibility Standards (TAS).

Exhibit "B"

Compensation

**Exhibit B
City of Bee Cave
Engineering Fee Estimate Summary
Great Divide Drive**

Lump Sum	
TASK	FEE
1. Project Management	\$ 45,600.00
2. Surveying and Photogrammetry	\$ 16,196.00
3. Right of Way	\$ 12,198.00
4. Geotechnical	\$ 16,000.00
5. Environmental Studies	\$ 42,768.00
6. Utility Coordination	\$ 35,777.00
7. Public Involvement	\$ 24,146.00
8. Roadway Design & PS&E	\$ 77,971.00
9. Drainage Analysis	\$ 44,843.00
10. Bridge Design	\$ 100,665.00
11. TDLR	\$ 1,825.00
Direct Expenses	\$ 4,074.00
Lump Sum Fee	\$ 422,063.00

Exhibit "C"

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
04/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B: Ohio Casualty Insurance Company</td><td>24074</td></tr><tr><td>INSURER C: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Ohio Casualty Insurance Company	24074	INSURER C: Liberty Insurance Corporation	42404	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W24615289

REVISION NUMBER:

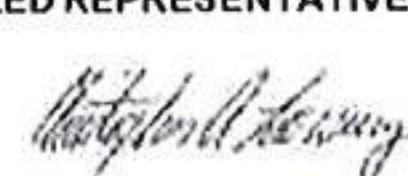
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Bee Cave Attn: Kevin Sawtelle 4000 Galleria Parkway Bee Cave, TX 78738	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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ACORD 25 (2016/03)

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SR ID: 22520211

BATCH: 2503466

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project: Site investigation and design services for the Great Divide Drive at Little Barton Creek. located in the City of Bee Cave, Texas.

Additional Insured: The City.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means 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.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: TB2-641-444950-031

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Location And Description Of Completed Operations

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number TB2-641-444950-031
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
--

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-041
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

POLICY NUMBER: TB2-641-444950-031

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-011
\$

Effective Date 06/01/2021

Premium

Issued to: HDR Engineering, Inc.

Policy Number TB2-641-444950-031
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-041
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-011 Effective Date 06/01/2021

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2022

DATE (MM/DD/YYYY)
4/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:
	PHONE (A/C, No, Ext):
INSURED 1016040 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	FAX (A/C, No):
	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A: Lexington Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES * **CERTIFICATE NUMBER:** 18468428 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2021	6/1/2022	PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SITE INVESTIGATION AND DESIGN SERVICES FOR THE GREAT DIVIDE DRIVE AT LITTLE BARTON CREEK. LOCATED IN THE CITY OF BEE CAVE, TEXAS

CERTIFICATE HOLDER

18468428
CITY OF BEE CAVE
ATTENTION: KEVIN SAWTELLE
4000 GALLERIA PARKWAY
BEE CAVE TX 78738

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit "D"

Project Schedule

City of Bee Cave
Great Divide Drive Bridge Replacement

ID	Task Name	Duration	Start	Finish	Predecessors	Total Slack	Resource Names	
1	Great Divide Drive PSE	717 days	Mon 5/9/22	Tue 2/4/25		0 days		May 1 5/1 6/26 8/21 September 1 10/16 12/11 2/5 May 1 4/2 5/28 7/23 September 1 9/17 11/12 1/7 3/3 May 1 4/28 6/23 September 1 8/18 10/13 12/8 January 1 2/2
2	Anticipated Date of Execution	0 days	Mon 5/9/22	Mon 5/9/22		0 days		◆ Anticipated Date of Execution
3	Internal Kick-Off Meeting	1 day	Mon 5/9/22	Mon 5/9/22 2		0 days		Internal Kick-Off Meeting
4	Project Kick-Off Meeting with City of Bee Cave	1 day	Tue 5/10/22	Tue 5/10/22 3		0 days		Project Kick-Off Meeting with City of Bee Cave
5	Subconsultant Contracts	2 days	Wed 5/11/22	Thu 5/12/22 4		75 days		! Subconsultant Contracts
6	Utility Coordination	365 days	Wed 5/11/22	Tue 10/3/23 4		0 days		Utility Coordination
7	NTP To Subconsultants	1 day	Fri 5/13/22	Fri 5/13/22 5		202 days		L NTP To Subconsultants
8	Obtain ROE and Perform Design Survey	60 days	Fri 5/13/22	Thu 8/4/22 5		75 days		Obtain ROE and Perform Design Survey
9	Survey - Process and Deliver Data	20 days	Fri 8/5/22	Thu 9/1/22 8		75 days		Survey - Process and Deliver Data
10	Geotechnical Borings	20 days	Fri 5/27/22	Thu 6/23/22 8SS+10 days, 7		193 days		Geotechnical Borings
11	Geotechnical Laboratory Testing	20 days	Fri 6/24/22	Thu 7/21/22 10		193 days		Geotechnical Laboratory Testing
12	Develop /Submit Geotech Report	20 days	Fri 7/22/22	Thu 8/18/22 11		193 days		Develop /Submit Geotech Report
13	Preliminary Hydrology and Hydraulics (15%)	25 days	Fri 9/2/22	Thu 10/6/22 4, 9		90 days		Preliminary Hydrology and Hydraulics (15%)
14	Perform Preliminary Roadway Design (15%)	25 days	Fri 9/2/22	Thu 10/6/22 4, 9		75 days		Perform Preliminary Roadway Design (15%)
15	Bridge Type Selection Report	15 days	Fri 10/7/22	Thu 10/27/22 14		75 days		Bridge Type Selection Report
16	Develop Bridge Type Exhibits	10 days	Fri 10/14/22	Thu 10/27/22 15SS+5 days		75 days		Develop Bridge Type Exhibits
17	Submit 15% Type Selection to City of Bee Cave	0 days	Thu 10/27/22	Thu 10/27/22 14, 16, 13, 15		75 days		10/27 ◆ Submit 15% Type Selection to City of Bee Cave
18	City of Bee Cave Type Selection Comments	10 days	Fri 10/28/22	Thu 11/10/22 17		75 days		City of Bee Cave Type Selection Comments
19	Updates per 15% Review Comments	10 days	Fri 11/11/22	Thu 11/24/22 18		75 days		Updates per 15% Review Comments
20	Present Bridge Alternatives at Open House	0 days	Tue 11/29/22	Tue 11/29/22 19FS+3 days		75 days		11/29 ◆ Present Bridge Alternatives at Open House
21	Public Review and Comment	10 days	Wed 11/30/22	Tue 12/13/22 20		75 days		Public Review and Comment
22	30% Draft Roadway Design and Incorporate Review Comments	25 days	Wed 12/14/22	Tue 1/17/23 21, 9		75 days		30% Draft Roadway Design and Incorporate Review Comments
23	30% Draft Drainage Design and Incorporate Review Comments	25 days	Wed 12/14/22	Tue 1/17/23 21, 9		85 days		30% Draft Drainage Design and Incorporate Review Comments
24	30% Draft Bridge Design and Incorporate Review Comments	20 days	Wed 1/4/23	Tue 1/31/23 22FS-10 days		75 days		30% Draft Bridge Design and Incorporate Review Comments
25	Environmental Studies	100 days	Wed 2/1/23	Tue 6/20/23 22, 23, 24		75 days		Environmental Studies
26	30% Over-the-Shoulder Review	0 days	Tue 1/31/23	Tue 1/31/23 21FS+30 days, 22, 23, 24		75 days		1/31 ◆ 30% Over-the-Shoulder Review
27	90% Roadway Design and Incorporate Review Comments	70 days	Wed 2/1/23	Tue 5/9/23 12, 26		75 days		90% Roadway Design and Incorporate Review Comments
28	90% Drainage Design and Incorporate Review Comments	70 days	Wed 2/1/23	Tue 5/9/23 12, 26		75 days		90% Drainage Design and Incorporate Review Comments
29	90% Bridge Design and Incorporate Review Comments	70 days	Wed 2/1/23	Tue 5/9/23 12, 26		75 days		90% Bridge Design and Incorporate Review Comments
30	Submit 90% PS&E to City of Bee Cave	0 days	Tue 5/9/23	Tue 5/9/23 29, 28, 27		75 days		5/9 ◆ Submit 90% PS&E to City of Bee Cave
31	City of Bee Cave 90% Comments	10 days	Wed 5/10/23	Tue 5/23/23 30		75 days		City of Bee Cave 90% Comments
32	Updates per 90% Review Comments	10 days	Wed 5/24/23	Tue 6/6/23 31		75 days		Updates per 90% Review Comments
33	Submit 100% PS&E to City of Bee Cave	0 days	Tue 6/6/23	Tue 6/6/23 32		75 days		6/6 ◆ Submit 100% PS&E to City of Bee Cave
34	City of Bee Cave 100% Comments	5 days	Wed 6/7/23	Tue 6/13/23 33		75 days		City of Bee Cave 100% Comments
35	Updates per 100% Review Comments	5 days	Wed 6/14/23	Tue 6/20/23 34		75 days		Updates per 100% Review Comments
36	PS&E Delivery	0 days	Tue 6/20/23	Tue 6/20/23 35		75 days		6/20 ◆ PS&E Delivery
37	Bidding Phase Services	50 days	Wed 10/4/23	Tue 12/12/23 36, 6, 25		0 days		Bidding Phase Services
38	Construction Phase Services	240 days	Wed 12/13/23	Tue 11/12/24 37		0 days		Construction Phase Services
39	TO Termination	0 days	Tue 2/4/25	Tue 2/4/25 38FS+60 days		0 days		2/4 ◆ TO Termination