

City of College Station

PROFESSIONAL SERVICES CONTRACT

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

ARTICLE I Scope of Services

- 1.01 In consideration of the compensation stated in paragraph 2.01 hereinbelow, the Consultant agrees to provide the City with the professional services as described in Exhibit “A”, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Engineering services to perform the necessary evaluation, design, and related functions required for the development of Plans, Specifications, and Estimate in accordance with The Texas Department of Transportation’s (TxDOT) Standard Specifications, Special Specifications, and Special Provisions, for the City of College Station Barron Road Interchange Project (Project No. ST-0212) (the “Project”). These engineering services shall also include all environmental testing and analysis necessary to obtain a Catagorical Exclusion for the City of College Station Barron Road Interchange Project (Project No. ST-0212) (the “Project”). A route study will also be performed to analysis options for connecting the east side of Highway 6 with the proposed Barron Interchange. The Consultant acknowledges and agrees that work performed under this Agreement may be reviewed and must be approved by TxDOT.

ARTICLE II Payment

- 2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in Exhibit “B.” Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed Six Hundred Ninety Nine Thousand Nine Hundred Seventy Three and no/100 Dollars (\$699,973.00).

ARTICLE III Time of Performance and Construction Cost

- 3.01 The Consultant shall complete the professional services within the times set forth below. The Consultant shall exercise a degree of care and diligence in the performance of all services under this Consultant in accordance with the professional standards prevailing among Consultants in

the location in which Consultant practices or College Station, Texas, whichever is the higher standard, skilled in design for projects of similar scope, and all of the Consultant services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work.

[Interchange Preliminary Engineering / Schematic / Environmental Document Phase and Barron Road East Route Study Phase: 315 **calendar days** after the authorization to commence planning]

[Preliminary (30%) Project Design: 120 **calendar days** after authorization to commence PPD]

[Interim (60%) Project Design: 120 **calendar days** after authorization to commence IPD]

[Final (90%) Project Design: 90 **calendar days** after authorization to commence FPD]

[100% Complete Design: 60 **calendar days** after authorization to commence 100% CD]

- 3.02 All design work and other professional services provided under this Contract must be completed by the following date: July 10, 2006. *mm*
- 3.03 **Time is of the essence of this Contract.** The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has control shall not be exceeded without written approval from the City.
- 3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at his expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, so long as employed by Consultant and acceptable to the City, remain in charge of professional services through completion and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

- 3.06 Consultant shall be responsible for the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.
- 3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

ARTICLE IV Conceptual Design

- 4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information he believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.
- 4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal Projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the project budget, if applicable. This Project will be prepared in accordance with The Texas Department of Transportation's Standard Specifications, Special Specifications, and Special Provisions.
- 4.03 The Consultant shall prepare a conceptual design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The conceptual design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of his report.

ARTICLE V Preliminary Design

- 5.01 The City shall direct the Consultant to commence work on the Project design by sending to the Consultant a "letter of authorization" to begin work on the preliminary Project design pursuant to this Contract. Upon receipt of the Letter of Authorization to commence preliminary Project design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.
- 5.02 The Consultant shall prepare the preliminary design of the Project, including, but not limited to, the preliminary drawings, specifications, estimate, and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.
- 5.03 Upon completion of the preliminary design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of his preliminary design of the Project. The Consultant shall provide an explanation of the preliminary design and cost estimate and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the project budget and schedule.

ARTICLE VI

Final Design

- 6.01 The City shall direct the Consultant to commence work on the final design of the Project by sending to the Consultant a "letter of authorization" to begin work on the final design phase of the Project. Upon receipt of the Letter of Authorization to proceed with final design of the Project, the Consultant shall immediately prepare the final design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The final design of the Project shall comply with all applicable laws, statutes, ordinances, codes, regulations, and The Texas Department of Transportation's Standard Specifications, Special Specifications, and Special Provisions.
- 6.02 Notwithstanding the City's approval of the final design, the Consultant warrants that the final design will be sufficient and adequate to fulfill the purposes of the Project.
- 6.03 **The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with The Texas Department of Transportation's Standard Specifications, Special Specifications, and Special Provisions.**

- 6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for letting by The Texas Department of Transportation. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the final design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City Staff and the City Council to present the final design of the Project. The Consultant shall provide an explanation of the final design and cost estimate.
- 6.05 The plans, specifications, and estimate must be prepared in accordance with currently approved versions of The Texas Department of Transportation (“TXDOT”) Roadway Design Manual, the PS&E Preparation Manual, the AASHTO Policy on Geometric Design of Highways and Streets, and the current version of the State’s Standard Specifications for Construction of Highways, Streets, and Bridges.
- 6.06 Upon the request of the City, the Consultant shall be available and participate in any public involvement activities related to this Project.

ARTICLE VII Change Orders & Documents & Materials

- 7.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
- 7.02 Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract by more than **five percent (5%)**. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.
- 7.03 The Consultant shall furnish the City one (1) set of reproducible mylar plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Consultant shall provide the City one (1) set of reproducible, mylar-record drawings that clearly show all the changes made during the construction process, based upon the marked-up

prints, drawings, and other data furnished by the construction Consultant to the Consultant. The Consultant shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's work product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall also furnish one set of digital files.

ARTICLE VIII

Warranty, Indemnification, & Release

- 8.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects high professional and industry standards, procedures, and performances. The Consultant warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. The Consultant warrants that the Consultant will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subConsultants.
- 8.02 The Consultant shall promptly correct any defective designs or specifications furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.
- 8.03 In all activities or services performed hereunder, the Consultant is an independent Consultant and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent Consultant, the Consultant shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the professional services. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subConsultants, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subConsultants.

- 8.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subConsultants, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subConsultants, invitees, licensees, and other persons.
- 8.05 **Indemnity.** The Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as “Indemnatee”), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnatee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Consultant, any of its subConsultants of any tier, or of any employee or invitee of Consultant or of any such subConsultants, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Consultant or by any such subConsultants of any tier, under this Contract.
- 8.06 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 10.05, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.
- 8.07 **Release.** The Consultant releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party.

ARTICLE IX Insurance

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

ARTICLE X

Use of Drawings, Specifications and Other Documents

10.01 The Drawings, Specifications and other documents prepared by the Consultant and Consultant's consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Drawings, Specifications and other documents.

10.02 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect to perform the site adaptation and other architectural services involved in reuse of the prototype, that architect will be entitled to use Consultant's consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect. The Consultant shall commit its consultants to the terms of this subparagraph.

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

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

ARTICLE XI

Termination

11.01 The City may terminate this Contract at any time upon thirty (30) calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The

Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

- 11.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant five (5) calendar days written notice to the Consultant. The Consultant will be compensated for the services satisfactorily performed before the termination date.
- 11.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XII Miscellaneous Terms

- 12.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 12.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of College Station
Attn: Craig Jordan
P.O. Box 9960
College Station, Texas 77842

Consultant:
Epsilon Engineering, Inc.
Attn: Michael A. Martin, P.E.
526 E. University Drive
Suite 201A
College Station, TX 77840

- 12.03 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 12.04 This Contract represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written

or oral. This Contract may only be amended by written instrument approved and executed by the parties.

- 12.05 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.
- 12.06 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 12.07 The Consultant, its agents, employees, and subConsultants must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- 12.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.
- 12.09 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 12.10 **Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.**

[EPSILON ENGINEERING, INC.]

CITY OF COLLEGE STATION

By: 
Printed Name: GARY R. MYERS
Title: PRESIDENT
Date: 10/9/2003

By: _____
Ron Silvia, Mayor

Date: _____

ATTEST:

Connie Hooks, City Secretary

Date: _____

APPROVED:

Thomas E. Brymer, City Manager

Date: _____

Carla A Robinson

City Attorney

Date: _____

Charles Cryan, Director of Fiscal Services

Date: _____

APPROVED:

Texas Department of Transportation

By: _____

Printed name: _____

Title: _____

Date: _____

Exhibit "A"
Scope of Services

EXHIBIT "A"
BARRON ROAD EAST ACCESS ALTERNATIVES ROUTE STUDY
PROJECT NUMBER ST-0212
SCOPE OF SERVICES

The Consultant will perform the following engineering tasks:

- * Meet with the City of College Station staff to discuss project goals, schedule, budget, and deliverables. Continue coordination to inform the staff on the project progress and issues.
- * Meet with TxDOT (Bryan District) staff to discuss the overall corridor and to clarify TxDOT's requirements and expectations for ties into the TxDOT frontage road. Continue coordination to inform the staff on the project progress and issues.
- * Gather and review all available information, including existing roadway construction plans; geotechnical, environmental, drainage, and planning studies; right of way maps; utility layouts; and future development plans.
- * Perform topographic and ROW surveys to augment TxDOT's 1999 aerial topographic survey and identify the limits of the landfill, including:
 - (1) Survey control will be the same as for the Interchange tasks. Contact the City of College Station Public Works department to inquire about the datum used for the City's aerial photography east of SH 6.
 - (2) Survey Lick Creek east and west of SH 6. Four cross sections will be taken on each side of the highway. The first section for each side will be at the drainage structure near the right of way. Three additional sections will be taken at 200 foot intervals up and down stream. Width of coverage will be 150 feet either side of the centerline of the creek. Permission to enter the properties will need to be acquired by the City.
 - (3) Locate City's water line at Lick Creek crossing.
 - (4) Identify core sample locations.
 - (5) Provide miscellaneous spot check shots as needed to verify the DTM.
 - (6) Provide all survey data in a plan view map using DGN file format which will be compatible with all reference graphic files. Update DTM file with surveyed spot elevations as needed.
 - (7) Utility location research and survey.
- * Develop the following conceptual design alternatives, which extend from the east frontage road of SH 6 to Rock Prairie Road:
 - (1) Single tie to north bridge of two bridge alternative or curved bridge alternative
 - (2) Dual roads north and south of landfill perpendicular to SH 6
 - (3) Single tie to T-intersection with 2-90E turns west of landfill to north extension
 - (4) Single tie perpendicular to SH 6 straight through landfill, considering:
 - * Remove landfill from ROW
 - * Remove entire landfill north of creek
 - * Bridge over landfill
 - * Compact landfill within ROW and construct on top

- (5) Single tie perpendicular to SH 6 curved through north edge of landfill, considering:
 - * Remove landfill from ROW
 - * Remove entire landfill north of creek
 - * Bridge over landfill
 - * Compact landfill within ROW and construct on top
- * Determine any right of way and easement needs and associated costs.
- * Coordinate analysis of alternative alignments with City and TxDOT staff to ensure feasibility of construction.
- * Develop typical pavement cross sections and plan view layouts of the alternatives.
- * Develop preliminary hydrology and hydraulic analysis of the corridor.
- * Develop preliminary construction costs for the various alternatives.
- * Develop a schematic layout of the preferred alternative.
- * Meet with TCEQ staff to discuss roadway interaction with the Luther Jones Landfill and the requirements for removal of the municipal solid waste, backfilling, bridging over the site, post-closure monitoring after roadway impacts, and requirement impacts of new RCRA requirements since landfill closure through disturbance by roadway construction.
- * Prepare an Environmental Report which will include assessment and discussion on: hazardous materials; historical and archeological sites; threatened and endangered species and wildlife habitat; water quality - Clean Water Act Section 404; jurisdictional waters; and floodplains.
- * Prepare the Geotechnical Report based on core information and including:
 - (1) Cores: Drill approximately 4 soil borings along the proposed route, and an additional three soil borings within the landfill for depth of material assessment and test the samples in general accordance with ASTM procedures.
 - (2) Report: Summary of findings and pavement designs; issues regarding the impacts on the proposed roadway over the landfill; and special construction considerations (if any) that may have a significant impact on construction procedures or costs, such as the presence of wet, pumping soils, groundwater, etc.
- * Assess the results of the geotechnical and environmental reports and incorporate the information in the Route Study Engineering Report.
- * Prepare the Route Study Engineering Report, and QA/QC the report
- * Review the Route Study with TxDOT (for SH 6 access concurrence) and City staff.
- * Submit two copies of the final report to the City.

Additional Services - See Exhibit "A", continued, for work items outside the scope of this project.

EXHIBIT "A"
BARRON ROAD INTERCHANGE DESIGN PROJECT
PROJECT NUMBER ST-0212
SCOPE OF SERVICES

The Consultant will perform the following engineering tasks:

Preliminary Engineering / Schematic Development / Environmental Document

- * Meet with the City of College Station staff to discuss project goals, schedule, budget, and deliverables. Continue coordination to inform the staff on the project issues and progress.
- * Meet with TxDOT (Bryan District) staff to discuss the overall corridor and to clarify TxDOT's requirements and expectations for the interchange and environmental document. Continue coordination to inform the staff on the project issues and progress.
- * Gather and review all available information, including existing roadway construction plans; geotechnical, environmental, drainage, and planning studies; right of way maps; utility layouts; and future development plans.
- * Surveying: Perform limited topographic and ROW surveys to augment TxDOT's 1999 aerial topographic survey within 1500 feet of the SH 6 / Barron Road intersection, to include:
 - (1) All survey control will be based on the aerial control used for the TxDOT aerial photography of SH 6.
 - (2) Survey Barron Road from the SH 6 southbound frontage road to the west for 1500 feet. Width of coverage shall be from right of way to right of way. Obtain cross sections at 50 foot spacing. Locate all pavement, driveways, structures, visible indications of utilities including pipe inverts, culverts, and signs.
 - (3) Survey utilities within the SH 6 right of way. Utilities located between the northbound frontage road and the east right of way, and between the southbound frontage road and the west right of way, will be surveyed.
 - (4) Survey drainage facilities within the SH 6 right of way. Drainage facilities located between the northbound main lanes and the east right of way, and between the southbound main lanes and the west right of way will be surveyed.
 - (5) Locate core sample locations.
 - (6) Provide miscellaneous spot check shots as needed to verify the DTM.
 - (7) Provide all survey data in a plan view map using DGN file format which will be compatible with all reference graphic files. Update DTM file with surveyed spot elevations as needed.
 - (8) Utility location research, and coordination. Utility depths will be measured if exposed by the utility.
- * Incorporate topographic and utility survey and "as-built" information in computer design files.

- * Prepare structural assessment of existing 3-10'x10' box culverts for bearing capacity related to additional embankment loads.
- * Develop the roadway design criteria according to the TxDOT Design Manual.
- * Participate in Schematic Design Concept Conference.
- * Prepare a traffic signal warrant study for the SH 6 / Barron Road intersections.
- * Develop the following conceptual design alternatives:
 - (1) Two SH 6 bridges over at-grade offset Barron Road. One bridge is proposed at the intersection of the existing Barron Road alignment and SH 6. The second bridge is proposed approximately 600' north of the first bridge at the intersection of SH 6 and a potential future roadway north of the closed landfill.
 - (2) One SH 6 bridge over Barron Road at the intersection of the existing Barron Road alignment and SH 6 at a T-Intersection.
 - (3) A single curved bridge extending from Barron Road to the west crossing over and diagonal to an at-grade SH 6 terminating north of the landfill.
 - (4) No-Build Alternative.
- * Develop cursory assessment only with cost and fatal flaw analysis for the following conceptual design alternatives:
 - (1) Barron Road under at-grade SH 6
 - (2) SH 6 under at-grade Barron Road
 - (3) Barron Road over at-grade SH 6 with ramps crossing the landfill
- * Develop horizontal alignments for the various alternatives.
- * Assess adequacy of existing right of way. Estimate right of way and easement needs and associated costs.
- * Develop typical pavement cross sections, profiles, and plan views of the alternatives.
- * Develop preliminary hydrology and hydraulic analyses of the project.
- * Develop preliminary construction costs for the various alternatives.
- * Attend public meeting required for the environmental document.
- * Prepare a Geotechnical Report based on core information and including:
 - (1) Cores: drill approximately 12 soil borings, three soil borings along Barron Road and nine for the project overpass structure and retaining walls in general accordance with the procedures outlined in Chapter 1 of TxDOT's Geotechnical Manual.
 - (2) Tests: in general accordance with Chapter 4 of TxDOT's Geotechnical Manual.
 - (3) Report: foundation recommendations for the proposed overpass, including the central pier bents, end abutments, approach embankments and associated retaining walls in accordance with the TxDOT Geotechnical Manual, in particular, Chapter 7 – Slope Stability; pavement designs; and special construction considerations (if any) that may have a significant impact on construction procedures or costs, such as the presence of wet, pumping soils, groundwater, etc.
- * Assess the results of the structural, geotechnical, and environmental reports and incorporate the information in the schematic and conceptual engineering design report.

- * Develop a schematic layout of the preferred alternative.
- * Prepare a Conceptual Engineering Design Report, and review with TxDOT and City staff.
- * Review the reports for quality assurance and quality control.
- * Prepare Environmental Document for a "Categorical Exclusion". The Environmental Document will include assessment and discussion on:
 - (1) Hazardous materials
 - (2) Historical and archeological sites
 - (3) Threatened and endangered species and wildlife habitat
 - (4) Airway-highway clearances
 - (5) Noise
 - (6) Public land loss
 - (7) Cemeteries
 - (8) Railroads
 - (9) Coastal coordination
 - (10) Water quality - Clean Water Act Section 404
 - (11) Jurisdictional waters
 - (12) Floodplains
 - (13) Farmland
 - (14) Public facilities and services
 - (15) Community cohesion
 - (16) Environmental justice
 - (17) Route analyses
 - (18) Public meeting results
- * Submit two copies of the final report to TxDOT and one copy to the City.
- * Monitor approval process of the Environmental Document and respond to inquiries. If the regulatory agencies determine that the Environmental Document will require an Environmental Assessment, then this work would be developed according to Exhibit "A" as Additional Services.

Plans, Specifications, and Estimates

- * Prepare Design Summary Report (DSR) and Exhibits.
- * Participate in the Design Concept Conference.
- * Develop horizontal and vertical alignments in accordance with the approved schematic.
- * Develop GeoPak Earthwork Criteria Files and Shapes.
- * Prepare design cross sections.
- * Develop final hydrologic and hydraulic analyses.

- * Prepare 11"x17" construction plans, specifications, and estimates at a scale of 1"=50' following TxDOT procedures and suitable for letting, including:
 - Plan Sheet Sequence**
 - * General
 - * Title Sheet
 - * Detailed Index of Sheets

- * Project Layout
- * Typical Sections
- * General Notes and Specifications Data
- * Estimate and Quantity Sheets
- * Consolidated Summaries
- * Traffic Control Plans
 - * Typical Sections
 - * Phases Narrative
 - * Phases Layouts
 - * Standards, Barricades/Construction Standards
- * Roadway Details
 - * Alignment Layouts/Data
 - * Roadway Plan / Profile Sheets for SH 6 and Barron Road
 - * U-turns Plan / Profile Sheets
 - * Removal Sheets
 - * Intersection Plan/Profile Sheets
 - * Intersection Layouts
- * Miscellaneous Roadway Details
 - * Bridge Approach Details
 - * Bridge Terminal Anchorage Details
 - * Roadway/Median Barrier/Guard Fence Details
 - * Curb Details
 - * Standards
- * Retaining Wall Details
 - * Retaining Wall Layouts/Profiles
 - * Retaining Wall Details
 - * Standards
- * Drainage Area Maps and Hydraulic Data
 - * Drainage Area Maps/Culverts/Storm Sewer
 - * Hydraulic Data/Culverts/Inlets/Storm Sewer
- * Detailed Drainage Plans
 - * Culvert Plan/Profile
 - * Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
- * Drainage Structural Details/Standards
 - * Inlet Details
 - * Manhole Details
 - * Junction Box Details
 - * Safety End Treatment Details
 - * Box Culvert Details
 - * Culvert Wingwall Details
 - * Excavation-Backfill Diagrams
 - * Riprap Details
 - * Standards
- * Bridges
 - * Bridge Layouts/Profile/Typical Sections
 - * Summary of Bridge Quantities

- * Structural Details
 - * Abutments
 - * Interior Bents
 - * Spans
 - * Bridge Details
 - * Bridge and Railing Standards
 - * Traffic Items
 - * Illumination/Lighting Layouts
 - * Illumination/Lighting Details
 - * Illumination Detail Standards
 - * Traffic Signal Layouts
 - * Traffic Signal Details
 - * Signal / Illumination Voltage Drop Calculations
 - * Signing and Pavement Marking Layouts
 - * Signing Details
 - * Signing Standards
 - * Pavement Marking Standards
 - * Environmental Issues
 - * SW3P Best Management Practices Summary
 - * Temporary Pollution and Erosion Control Layouts (on TCP by Phase)
 - * Temporary Pollution and Erosion Control Details/Standards
-
- * Prepare construction cost estimates at the 30%, 60% and 90% milestones.
 - * Review and provide QA/QC on designs and plan preparation
 - * Develop a construction time estimate.
 - * Review the design plans with the City, TxDOT, and public / private utility companies at the 30%, 60% and 90% milestones.
 - * Monitor progress of reviews and respond to inquiries.
 - * Prepare final design plans, specifications, and estimates that meet TxDOT design requirements and submit signed and sealed mylars to TxDOT.
 - * Respond to inquiries during the bidding phase of the project.
 - * Submit electronic files to TxDOT.

Additional Services - See Exhibit "A", continued, for work items outside the scope of this project.

PS&E DELIVERABLES

30% Submittal Including the following:

- § Typical Sections
- § Traffic Control Plan Typical Sections (Basic Phasing)
- § Roadway plan and Profiles w/ horizontal alignments, vertical profiles for mainlanes, ramps and frontage roads and benchmark data.
- § Bridge Layouts and Typical Sections
- § Drainage Area Maps & Hydraulic Data
- § Existing Utility Plan and Profiles

60% Submittal Including the following:

- * Typical Sections
- * Traffic Control Plan Typical Sections
- * Traffic Control Plan Phase Narrative
- * Traffic Control Plan Phase Layouts (w/o SW3P)
- * Alignment Layouts/Data
- * Roadway Plan and Profiles - SH 6, U-turns, and Barron Road
- * Removal Sheets
- * Intersection Layouts
- * Retaining Wall Plan & Profiles
- * Drainage Area Maps & Hydraulic Data
- * Culvert Plan & Profiles including Bridge Class
- * Drainage Plan & Profiles (Storm Sewers)
- * Bridge Layouts and Typical Sections
- * Bridge Structural Details
- * Signing and Pavement Marking Layouts
- * Signing Details
- * Pavement Marking Layouts
- * Illumination Layouts
- * Illumination Details
- * Traffic Signal Layouts
- * Traffic Signal Details
- * Signal / Illumination Voltage Drop Calculations

The 90% Submittal shall include all the plan sheets in the Plan Sheet Sequence including quantity summaries and standards. The plan set shall be **complete and ready for letting** with the exception of any final comments from TxDOT.

**ARTICLE III
TIME OF PERFORMANCE**

Project: Barron Road Interchange Design Project

Engineering Firm: Epsilon Engineering, Inc.

90% Plans Submittal

Beginning Date: November 19, 2005 _____

Completion Date: February 7, 2006 _____

Calendar Days Used: 90 Days _____ Days

CITY & TxDOT Review
& Approval: 90 Days _____ Days

100% Plans Submittal

Beginning Date: May 10, 2006 _____

Completion Date: July 10, 2006 _____

Calendar Days Used: 60 Days _____ Days

EPSILON ENGINEERING, INC

BY: _____

Michael H. Martin
Office Director

Official Title

Exhibit “B”

Payment Terms

EXHIBIT "B"
ESTIMATED FEE SUMMARY

BARRON ROAD INTERCHANGE DESIGN PROJECT
PROJECT STO212
September 17, 2003

Conceptual Design Phase

**Preliminary Engineering / Schematic / Environmental Document
for Barron Road Interchange and West Access**

1	Topographic and Utility Survey	\$15,580.00	
2	Structural Analysis of Box Culverts / Structural Consulting	\$13,233.00	
3	Environmental / Ecological Study	\$7,000.00	
4	Coring/Geotech/Pavement Design	\$12,500.00	
5	Schematic / Prelim. Design / Environmental Document	<u>\$116,666.00</u>	
Total Conceptual Design - Interchange and West Access			\$164,979.00

Route Study for Barron Road East Access

1	Topographic and Utility Survey	\$10,182.00	
2	Environmental / Ecological Study	\$14,500.00	
3	Coring/Geotech/Pavement Design	\$6,000.00	
4	Route Study	<u>\$73,685.00</u>	
Total Conceptual Design - Route Study			\$104,367.00

Contract Document Preparation Phase

1	Development of Plans, Specifications, and Estimates for Barron Road Interchange / West Access	\$340,570.00	
2	Subconsultant Bridge Design	<u>\$90,057.00</u>	
Total Contract Document Preparation Phase			<u>\$430,627.00</u>

TOTAL ESTIMATED FEE **\$699,973.00**

Note: This fee proposal assumes that the environmental document will be a Categorical Exclusion. If an Environmental Assessment (EA) with a Finding of No Significant Impact (FONSI) is required by the reviewing agencies, then the effort needed to develop the EA will be developed under Additional Services. Also, this estimate assumes that the "one bridge" option is constructed at the interchange.

Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City monthly according to the percent of work complete during that period by the Contractor.

Exhibit "C"

Insurance Requirements

1. The Consultant agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation
- (d) Professional Liability
- (e) Umbrella/Excess Liability

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

3. The Consultant shall include all subConsultants as additional insureds under its policies or shall furnish separate certificates and endorsements for each subConsultant. All coverages for subConsultants shall be subject to all of the requirements stated herein.

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.

- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

5. **Commercial (General) Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

6. **Business Automobile Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

7. **Workers' Compensation Insurance** requirements:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all employees of the Consultant, the Consultant, all employees of any and all subConsultants, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Consultant's, or subConsultant's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subConsultant does not have his or her own policy and a coverage agreement is used, Consultants and subConsultants must use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subConsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.*
- (b) The worker's compensation insurance shall include the following terms:
- (i) Employer's Liability limits of \$1,000,000 for each accident is required.
 - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Consultant's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subConsultants" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the

services the Consultant has undertaken to perform on the project, regardless of whether that person contracted directly with the Consultant and regardless of whether that person has employees. This includes, without limitation, independent Consultants, subConsultants, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

*C. The Consultant must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.*

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

E. The Consultant shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Consultant, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Consultant shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Consultant shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Consultant knew or

should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Consultant shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Consultant shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Consultant, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Consultant, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Consultant:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should

have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Consultant is representing to the governmental entity that all employees of the Consultant who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Consultant to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Consultant's failure to comply with any of these provisions is a breach of contract by the Consultant that entitles the governmental entity to declare the contract void if the Consultant does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

8. Professional Liability requirements:

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$25,000.00.
- (c) Coverage must be maintained for two (2) years after the expiration of the term or termination of this Contract.

9. Umbrella/Excess Liability requirements:

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) This coverage **MUST** follow form.
- (c) Coverage limit minimum should be equal to or greater than \$5,000,000.00 per occurrence/aggregate when combined with the lowest primary liability coverage.

Exhibit “D”

Certificate(s) of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

09/25/2003

PRODUCER

GBS Insurance Agency, Inc.
P.O. Box 1048
Bellaire, TX 77402-1048
713-666-3601

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	FIDELITY & DEPOSIT CO. OF MD	A XV
COMPANY B	CONTINENTAL CASUALTY COMPANY	A XV
COMPANY C	TEXAS MUTUAL INSURANCE COMPANY	
COMPANY D		

INSURED

EPSILON ENGINEERING, INC.
2550 GRAY FALLS, SUITE 300
HOUSTON, TX 77077

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CPP 0007935-07	04/28/03	04/28/04	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 300,000
					MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY	CAP 0009483 07	04/28/03	04/28/04	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	TBD	08/12/03	04/28/04	EACH OCCURRENCE \$4,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$4,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF 0001029254	04/28/03	04/28/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
B	PROFESSIONAL LIABILITY	PRE 113801468	04/28/03	04/28/04	PER CLAIM 1,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

REFERENCE: BARRON ROAD INTERCHANGE PROJECT, [REDACTED]
Certificate Holder as additional insured on general liability and auto liability policies. Worker's Compensation includes waiver of subrogation in favor of Certificate Holder. ... (continued)

CERTIFICATE HOLDER

CITY OF COLLEGE STATION
ATTN: RISK MANAGEMENT
P.O. BOX 9960
COLLEGE STATION TX 77842

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Stephen R. Dawes

CLIENT: EPSILON ENGINEERING, INC.

9/25/03

(Continued) CITY OF COLLEGE STATION

CERTIFICATE OF INSURANCE

Coverage shall not be suspended, voided, cancelled, reduced in coverage or limits except after 30 days written notice by Certified Mail or FAX & Original notice to the City of College Station.

Stephen R. Dawe