Use of Bridge Division Consultant Contracts
What I am going to cover

• What is and is not in the contracts
• How the contracts are managed
• How the contracts are paid for
• Past projects using BRG contracts
What I’m not going to cover

• Consultant selection process
• Particular consultant details
• Other types of BRG contracts
• Regional Contracts
Overview

• 4 Design contracts with 4 engineering firms
• Indefinite Deliverable (NOT Evergreen)
• 2-year contracts currently starting at $1M each
• Can and often are extended for money and/or time*
Overview cont’d

• For *Bridge* projects

• Can do “turn-key” projects
What do these contracts look like on the inside?
WAs Used

THE STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACT FOR ENGINEERING SERVICES

Cost Plus Fixed Fee

Unit Cost, Lump Sum, or Specified Rate

Indefinite Deliverable with Work Authorizations

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the State of Texas acting by and through the Texas Department of Transportation, 125 E. 11th St., Austin, Texas 78701, hereinafter called “State,” and ______________________, hereinafter called “Engineer,” for the purpose of contracting for engineering services.

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, “Professional Services Procurement Act,” provides for the procurement of engineering services; and

WHEREAS, 43 Tex. Administrative Code §9.30 et seq. establishes the Texas Department of Transportation’s policies and procedures for contracting for engineering services; and,

WHEREAS, the State desires to contract for engineering services generally described as bridge design, prepare engineering drawings for bridges, develop bridge layouts, develop or modify structural standards, and prepare complete (PS&E) documents for bridges or transportation structures; and,

WHEREAS, the State has selected the Engineer to provide the needed services and the Engineer has agreed to provide the services subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the State and the Engineer, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows.

AGREEMENT

ARTICLE 1. SCOPE OF SERVICES. The State and the Engineer will furnish items and perform those services for fulfillment of the contract as identified in Attachment B, Services to be Provided by the State and Attachment C, Services to be Provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE 2. CONTRACT PERIOD. This contract becomes effective when fully executed by all parties hereto and it shall terminate at the close of business only unless the contract period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Article 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Article 15, Termination. Any work performed or cost incurred before or after the contract period shall be ineligible for reimbursement.

The maximum contract time is the time needed to complete all work authorizations that will be issued in the first two years of the contract. All work authorizations must be issued within the initial two-year period, starting from the contract execution date.

ARTICLE 3. COMPENSATION.

A. Maximum Amount Payable. The maximum amount payable under this contract without modification is shown in Attachment E, Fee Schedule. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

B. Basis of Payment. The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.
Generally: What does TxDOT do and what does the Consultant do?

**TxDOT**
- Environmental
- SUE if necessary
- Geotechnical drilling
- Design criteria
- Pavement design
- Coordinate with local entities
- Provide existing plans and data

**Consultant**
- Surveying
- Preliminary cost estimates
- Roadway design
- Hydraulics
- Traffic control
- Bridge and foundation design
- Retaining wall design

[Diagram showing Work Authorization process with OK and NOT OK indicators]
Inside the contract

The agreement itself between the state and the consultant

“State desires to contract for engineering services generally described as bridge design, prepare engineering drawings for bridges, develop bridge layouts, develop or modify structural standards, and prepare complete (PS&E) documents for bridges or transportation structures.”

Attachment A: General Provisions

Work Authorizations –
- Contract trumps WA
- Supplemental WA’s
- Supplemental agreements to main contract
**Attachment B: Services provided by the State**

**ATTACHMENT B**

**SERVICES TO BE PROVIDED BY THE STATE**

The State will provide the Engineer with selected items from the following list for each project, as appropriate:

1. Environmental study and the necessary permits.
2. Roadway design requirements.
3. Horizontal and vertical control information in the proximity of the project. Otherwise, the Engineer will use standard surveying practices as approved by the State to establish horizontal and vertical controls.
5. Photogrammetry mapping legend containing the prescribed theme symbol and level structure.
6. Sample of control sketch and overall sketch for control monuments.
7. Existing facilities construction documents and as-buils.
8. Available interconnect data for any projects adjacent to, crossing, and/or within project limits.
9. Planimetric layout identifying underground utility locations. Utility location information will be compiled from State Subsurface Utility Engineering (SUU) projects and as-buils provided by utility companies. Existing SUU Level “B” information will be provided in electronic format for Microstation at those locations where further studies are deemed necessary.
10. Perform SUU where necessary to identify underground utility locations.
11. Existing traffic counts and design year traffic projections necessary to develop the traffic control plans.
12. Approved pavement design, including the thickness and specification for each pavement layer and specifications for subgrade stabilization.
13. Existing geotechnical information.
14. Perform soil borings and geotechnical testing to supplement existing data.
15. Existing State’s right-of-way maps.
17. Statewide and district specific design standard drawings, and standard summary and border sheets.
18. Negotiate with the appropriate entities in order to obtain all required permits and agreements, including but not limited to those pertaining to utilities, railroads, and traffic signals.
19. Approvals from local, regional, state, and federal agencies, and provide assistance to the Engineer to obtain the required data and information.
20. The State District will provide a general letter of introduction on State letterhead for the Engineer to use as the letter of introduction for right-of-entry communications. The State will meet with landowners that refuse or do not respond to right-of-entry (ROE) requests and assist in obtaining the ROE forms.
21. The name of the State Engineer assigned as the primary contact.
22. Timely reviews, and decisions necessary for the Engineer to maintain the agreed upon work schedule.
23. Sample schedules and formats to the Engineer for design scheduling using Primavera.

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24. Coordinate and notify local Emergency Medical Services, local school districts, the U.S. Postal Service and other local entities in writing of any detour routes/roadway closures. The Engineer shall prepare the necessary exhibits.
25. Project technical and administrative standards and procedures.
26. Information for Environmental Permits Issues and Commitments (EPIC) sheets.
28. Standard GECOFF design cross section criteria files developed by State.
29. Design criteria for roadway, structures, drainage, and hydraulics.
30. Traffic accident data necessary for any design exceptions or waivers.
31. Limited access to the State’s computer facilities for the sole purpose of ensuring proper formatting for specifications, estimate, and general notes.
32. Radio tower shop drawings, design calculations, and Tower Information Sheet including foundation calculations.
33. National Bridge Inventory (NBI) data, applicable Bridge Inventory and Inspection Files and Condition Survey.
34. Comprehensive Drainage Impact Study (including the HEC-1 and HEC-2), the drainage and flood control impact evaluation material, and the preliminary drainage engineering information.
35. Federal Emergency Management Agency (FEMA) flood insurance maps and studies.
36. Example set of plans from a similar project.
Inside the contract (cont.)

Attachments B & C (the “scope”)

Attachment B: Services Provided by the State

- Environmental study and necessary permits.

- S.U.E. (Subsurface Utility Engineering)

- Pavement design

- Soil borings and geotech testing.

- Negotiation: local governments, utilities, railroads, etc.

- Provide design criteria
ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer shall provide the following engineering services required for the preparation of plans, specifications, and estimates (PS&E), and any related documents necessary for PS&E.

FC110 ROUTE AND DESIGN STUDIES
1. Identify, prepare exhibits, and complete all necessary forms for all design exceptions and waivers within project limits prior to the 30% submittal. Provide this information to the State for coordination and processing of approvals. Notify the State as soon as possible if any subsequent changes require additional approvals.
2. Develop and assemble preliminary construction cost estimates at 30%, 60%, and 90% milestone submittals.
3. Develop roadway design criteria and prepare the design summary report.
4. Attend and participate in the Design Concept Conference.
5. Perform all geotechnical calculations and analyses in accordance with the most recent edition of the State's Geotechnical Manual. Calculations should include the following:
   A. Slope stability analysis.
   B. Settlement analysis for all structures and embankments.
   C. Factor of safety computations for bearing capacity, global stability, overturning, and sliding.
   D. Retaining wall calculations including bearing pressure, passive earth pressure, friction factor, and lateral earth pressure.

FC120 ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
1. Provide technical assistance, exhibits, and meeting minutes for any meetings held to inform the public of impacts to neighborhoods and businesses due to roadway closings, detours, or access restrictions.
2. Complete the environmental data sheets and submit to the State for signature. Prepare information necessary to complete the environmental data sheets will be provided by the State.
3. Review the draft and final environmental studies and incorporate the final study into the PS&E package. The State will provide the environmental study.

FC130 RIGHT OF WAY AND UTILITIES
1. Identify areas where temporary construction/driveway easements or agreements may be required.
2. Prepare exhibits for roadway penetration agreements and supply them to the State.
3. Identify areas where additional right of way, drainage easements, or right of entry may be required. Notify the State in writing of the need and justification for such action.

4. Secure property ownership maps and contact information when necessary to perform surveying. Send right-of-entry letters to landowners and record results in a spreadsheet format. All required right-of-entry forms must be obtained along the corridor before actual survey work may begin. In pursuance of the State's policy with the general public, the Engineer will not commit acts which will result in damages to private property and will make every effort to comply with the wishes and address the concerns of private property owners.
5. Determine if Subsurface Utility Engineering (SUE) will be required for this project prior to the 30% milestone submittal. If SUE work is required, the State will perform these services.
6. Perform work in accordance with the State's Utility Accommodation Rules. Prepare drawings early in the design phase (30%) to be used as exhibits in utility agreements. Prepare exhibits using English units, showing existing utilities including those in conflict with construction. Prepare plans to avoid or minimize utility adjustments, where feasible. Implement the State's Utility Cooperative Management Process and send out notices with copies of exhibits and plans, including all milestones submittals.
7. Compile, maintain, and update a Utility Conflict List to include phone logs and all correspondence with all utility owners. Provide the most current copy of the conflict list to the State at each milestone submittal, and coordinate with utility companies to resolve conflicts. The Utility Conflict List should include the following information:
   A. Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility.
   B. Location of conflict identified by station and offset.
   C. Type of facility.
   D. Expected clearance date.
   E. Status.
   F. Effect on construction.
   G. Type of adjustment required.
   H. Prepare any exhibits necessary for utility approvals and required by other governmental/regulatory agencies.
8. Identify, coordinate, and meet with utility companies for necessary relocations.

FC150 FIELD SURVEYING AND PHOTOGRAMMETRY
1. Conduct field surveying to establish project geometry and control points, including project baseline, horizontal and vertical control points, and project centerline. Prepare the State with items from the following list:
   A. Digital terrain model (DTM) and digital planimetric mapping (DGN) formatted in accordance with current State's standards and specifications.
   B. Location sketches.
   C. Topographic survey and topographic maps.
   D. Location of project baseline and centerline, established within accuracy standards.
   E. Location of existing project centerline.
   F. Existing cross-sections and profiles.
   G. Horizontal and vertical control points.
   H. Locations of existing utilities and rights of way, tied to the project baseline.
Attachment C: Services provided by the Engineer:

- **FC 110: Route and design studies:**
  - Includes geotechnical calcs

- **FC120: Environmental Studies and Public involvement:**
  - Technical assistance
  - Complete EPIC sheet
  - Review ENV studies and incorporate into PS&E

- **FC130: Right of Way and Utilities**
  - Identify easement/ROW requirements
  - Send right of entry letters
  - Determine if SUE required
  - Drawings for Utility agreements
  - Utility conflict list
  - Identify, coordinate, and meet with utility companies for necessary relocations.
Inside the contract (cont.)

**FC150: Field surveying and photogrammetry**
- Conduct field Surveying.
- Provide DTM
- Provide Topo maps
- Tie utilities and ROW to project baseline
- Traffic control during surveying
- Delineate wetlands

**FC160: Roadway design controls**
- Roadway geometrics design
- Cross-sections
- Intersection layouts
- Roadway quantities
Inside the contract (cont.)

**FC161: Drainage**
- Comprehensive drainage study
- 100-year impact analysis
- Storm drain design and details
- SW3P
- Drainage layouts and details

**FC162: Signing, Markings, and Signalization**
- Layouts, drawing, specifications, and details
- Temporary and permanent situations
Inside the contract (cont.)

- FC163: Miscellaneous
  - Retaining walls
  - Radio tower review
  - Illumination plan layout
  - Driveway details
  - Traffic Control Plan
  - QA/QC program
  - Meeting minutes/Progress reports
  - Prepare PS&E package

- FC164: Managing contracted PS&E Services
  - Coordinate the project with the State
  - Prepare progress reports
  - Record keeping/file management
Inside the contract (cont.)

FC170: Bridge design
- Bridge layouts
- PREPARE STRUCTURAL DESIGN AND DETAILS
- Standards and modified standards
- Quantities and summary sheets
- Bridge class culverts too

FC309: Design verification, changes, and alterations
- Construction Phase Services
BUT WAIT
THERE'S MORE
Inside the contract (cont.)

Deliverable Requirements

WA's Used

DELIVERABLE REQUIREMENTS

The Engineer shall:

30% Complete Submittal
Provide the State with five (5) paper copies for review of the items below. One copy reflecting the review comments will be returned to the Engineer.

1. Preliminary Title Sheet
2. Existing and Proposed Typical Sections
3. Preliminary Summary Sheets
4. Control Data Sheets
5. Preliminary Plan & Profile Sheets for all Alignments
6. Preliminary Intersection Layouts
7. Preliminary Grading Sheets
8. Preliminary Drainage Area Maps
9. Preliminary Culvert Computations
10. Preliminary Culvert Layouts
11. Bridge Layouts
12. Exhibit A Documents for Railroad Coordination
13. Preliminary ITS Sheets
14. Comprehensive Map of all Utilities within the Project Area

60% Complete Submittal
Provide the State with five (5) paper copies for review of the items below. One copy reflecting the review comments will be returned to the Engineer.

1. Address 30% Comments
2. Updated Title Sheet with Index of Sheets including Standards
3. Final Existing and Proposed Typical Sections
4. Updated Summary Sheets
5. Preliminary Traffic Control Plan Sheets
6. Control Data Sheets & Right of Way Market Sheets
7. Final Plan & Profile Sheets for all Alignments
8. Final Intersection Layouts
9. Preliminary Traffic Signal Sheets
10. Preliminary Illuminations Sheets
11. Preliminary ITS Sheets
12. Preliminary Miscellaneous Roadway Details
13. Final Drainage Area Maps
14. Final Culvert Computations
15. Final Culvert Layouts
16. Final Storm Sewer Plan & Profile Sheets
17. Preliminary Hydraulic Computations
18. Final Retaining Wall Layouts
19. Final Bridge Layouts
20. Final Signage Layouts
21. Final Pavement Marking Layouts and Delineation
22. Final SWAP Layouts
23. Final Storm Sewer Plan & Profile Sheets
24. Final Roadway Cross-Sections (scale 1"=20'") if changed
25. Final Estimate - General Notes, Specification Data Sheet, Special Provisions, Special Specifications
26. Final Contract Time Determination

90% Complete Submittal
Provide the State with five (5) paper copies for review of the items below. One copy reflecting the review comments will be returned to the Engineer.

1. Address 60% Comments
2. Updated Title Sheet with Index of Sheets
3. Final Existing and Proposed Typical Sections
4. Final Summary Sheets
5. Final Traffic Control Plan Sheets
6. Final Control Data Sheets
7. Final Plan & Profile Sheets
8. Final Intersection Layouts
10. Final Illuminations Sheets
11. Final ITS Sheets
12. Final Miscellaneous Roadway Details
13. Final Drainage Area Maps
14. Final Culvert Computations
15. Final Culvert Layouts
16. Final Storm Sewer Plan & Profile Sheets
17. Final Retaining Wall Layouts
18. Final Bridge Layouts
19. Final Signage Layouts
20. Final Pavement Marking Layouts and Delineation
21. Final SWAP Layouts
22. Final Storm Sewer Plan & Profile Sheets
23. Final Roadway Cross-Sections (scale 1"=20'") if changed
24. Final Estimate - General Notes, Specification Data Sheet, Special Provisions, Special Specifications
25. Final Contract Time Determination

100% Complete Plans Ready to Let Submittal
Upon addressing the review comments, the Engineer will provide the State with one paper copy and one signed and sealed white opaque mylar sets of plans, cross-sections a compact disc (CD) containing all VectorBase graphics files and GEOPAK files and final engineering calculations in an electronic form.
### Inside the contract (cont.)

#### Attachment E: Fee Schedule

**Lump Sum**

Contract No. 88-21DP5034

**Prime:**

The maximum amount payable is based on the following data and calculations:

**Direct Labor**

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<th>Labor/Staff Classification</th>
<th>Negotiated Hourly Base Rate</th>
<th>Contract Rate FY 2012</th>
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**Negotiated Overhead Rate:** ☐

**Negotiated Profit Rate:** ☐

Contract Rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustment.

For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours required. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years.

For Lump Sum Payment Basis - Physical percent complete to be billed. Documentation of hours not required.

Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.
So...how do these contracts work, i.e. how are they managed?

It's really not *that* complicated...
The Big Picture

Main Contract
88-123P4567

Supplemental Agreement
(if and when needed)

Supplemental Work Authorizations
(if and when needed)

WA#1  WA#2  WA#3
General Notes on the Big Picture

- Work authorizations are written by taking the pieces (Function Codes) in the Main Contract that are applicable and expanding on them to cover the work at hand.

- All of the function codes in the main contract do not have to be in the WA

- No function codes not in the main contract can be added to the WA
HELP!
I need someone to do bridge design, prepare engineering drawings for bridges, develop bridge layouts, develop or modify structural standards and prepare complete PS&E documents for bridges or transportation structures!
How it works

- District has a need for Bridge work covered by the items in our contract.
- BRG Division determines that they have the resources to manage the contract.
- BRG Division selects which of the 4 consultant contracts to use.
Selecting a Consultant

- 4 consultant contracts
- Identical scopes
- Selection is on a rotation basis
- Managed by BRG Division, Design Section director
- Decision Process for Assigning Work Authorizations (For Series of Indefinite Deliverable Contracts)
Managing offices are required to follow a documented system that is fair and equitable for assigning work authorizations and distributing work among providers in a pool or series of indefinite deliverable contracts. This is not only an accepted, but also expected, practice to have in place when administering the issuance of work among multiple contracts.”
Getting the WA going

- BRG Division Design Group Leaders
- WA Managers within each design group
- WA Managers required to take DES 615
- WA manager coordinates between District and Consultant
During the WA

- Kickoff/Site visit meeting
- Responsibility for managing the WA is with the BRG WA manager
- Negotiate scope and fee for the WA
## Work Authorization Fee Schedule

### Devil's Ford Creek Bridge

#### Exhibit D - Fee Schedule

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**FC 163 - SUBTOTALS**

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*Note: The table above represents the fee schedule for the Devil's Ford Creek Bridge project, listing tasks, personnel, hours, and labor costs.*
During the WA (cont.)

Bridge Division:

- Sets up milestone meetings
- Coordinates deliverable reviews
- Facilitates District/Consultant communications
- Handles Invoices
- Receives and reviews progress reports
- Provider evaluations
Whose budget pays for these contracts?
Where the money comes from

- BRG Division*
- Invoices come to BRG*
- Strategy 111 funds
- State, Federal, and Local monies
### Professional Services (Strategy 111)
#### Revised Allocation for FY 2009

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<th>Dist/Div</th>
<th>FY 2009 Initial Allocation</th>
<th>Additional Allocation Amount</th>
<th>FY 2009 New Total Allocation Amount</th>
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(October 1, 2008)
Past projects using BRG Division consultant contracts
## How they’ve been used

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Questions?

jeff.tomkins@txdot.gov
512-416-2225