

Work Authorization No. 9
Supplement No. 5
Observation Contract 10-22-02

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 5
TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS SUPPLEMENTAL AGREEMENT to the Parmer Lane (Reagan Boulevard) Professional Services Agreement for construction observer services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Haynie Consulting, Inc. (*the "Engineer"*) and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on October 22, 2002;

WHEREAS, the not-to-exceed fee in Exhibit I, Section 1, Item 1.1 of the agreement was increased with Supplemental Agreement No. 4 to \$803,317.50.

WHEREAS, the "*Compensation Cap*" in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement and with Supplemental Agreement # 1, # 2, # 3 and # 4 is \$803,317.50; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

I. The not-to-exceed in Exhibit 1, Section 1, Item 1.1 hereby increased from \$803,317.50 to \$808,987.50.

II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$803,317.50 to \$808,987.50.

III. The Hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

ENGINEER:

By: 
Signature

Timothy E. Haynie
Printed Name

President
Title

10-2-08
Date

COUNTY:

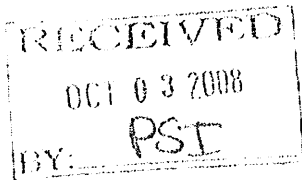
By: 
Signature

DAN A. GATTIS
Printed Name

County Judge
Title

10-15-08
Date

OK
10/3/08



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APPENDIX C

WORK AUTHORIZATION NO. 9

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Agreement, entered into by and between Williamson County ("County") and Haynie Consulting, Inc. ("Construction Observer").

Part 1. The Construction Observer will provide the engineering services contained in Appendix A of the Agreement with the following limitations and exceptions (If "None," so state. If more space is required state, "See attached" and attach a complete description of the Scope of Work): See Attached "Appendix B".

Scope of This Work Authorization

The location and description of the construction work to be observed under this work authorization are as follows: Project: Ronald Reagan Boulevard South Ph. 2.

The Construction Contractor is Ranger Excavating, Inc.

The Project Engineer is PBS & J.

Part 2. The maximum amount payable services under this work authorization supplement without modification is \$5,670.00. The estimate of labor and other direct costs used to establish the maximum amount payable is attached hereto.

Part 3. Payment to the Construction Observer for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on March 1, 2009, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the contract.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

CONSTRUCTION OBSERVER

By: 
Signature

Timothy E. Haynie
Printed Name

President
Title

10-2-08
Date

WILLIAMSON COUNTY

By: 
Signature

DAN A. GATTIS
Printed Name

County Judge
Title

10-15-08
Date

OK
Mg 10/3/08

Appendix B

Construction Observer's Fee

**to Reach Substantial Completion
Ronald Reagan Boulevard South Phase II from FM 2243 to SH 29
from Substantial Completion to County Acceptance**

1. Construction Observation fees will be based on actual man-hours of on-site construction observation, for the construction period of approximately 4 months.

2. Summary of Fees

a. Daily Observation of all phases of work items	
3 hours/week x 18 weeks x \$85/hour =	\$ 4,590.00
b. Engineer	
2 hours/month x 4 months x \$135/hour =	<u>\$ 1,080.00</u>
Budget Total	\$ 5,670.00

Work Items not included in Appendix "A":

1. Construction testing in compliance with QC requirements (by contractor).
2. Review and approve shop drawings (by design engineer).
3. Construction staking by contractor.

Limitations and Exceptions

Contract:

Page 18, item 20 Insurance (b) Commercial General Liability cover not included.

1. Products & Completed Operations Aggregate
2. Personal and Advertising Injury

Appendix A:

None

Haynie Consulting, Inc.
Williamson Co. / Parmer Lane
09/28/2003

**HOURLY RATE SCHEDULE
(CURRENT)**

1.	REGISTERED PROFESSIONAL ENGINEER	\$135
2.	PROJECT REPRESENTATIVE, E.I.T. AND LAND SURVEYOR	\$100
3.	FIELD INSPECTOR, CADD AND SURVEY TECHNICIAN	\$ 85
4.	TECHNICAL WRITER	\$ 65
5.	CLERICAL & DELIVERY SERVICE	\$ 50
6.	2-MAN SURVEY CREW WITH TOTAL STATION AND DATA COLLECTOR*	\$110
7.	3-MAN SURVEY CREW WITH TOTAL STATION AND DATA COLLECTOR*	\$125
8.	GPS EQUIPMENT (PLUS CREW RATE)	\$ 60
9.	REIMBURSEMENT FOR DIRECT NON-LABOR EXPENSE AND SUBCONTRACT EXPENSE- COST PLUS 20%	

*INCLUDES VEHICLE AND EQUIPMENT