

Project Name: US 183 (Riva Ridge Dr. to SH 29)

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, *(the "County")* and Dannenbaum Engineering Company – Austin, LLC *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on January 9, 2007; and executed Work Authorization No. 2 on January 8, 2008; and executed Work Authorization No. 3 on May 21, 2009; and executed Work Authorization No. 4 on December 2, 2009;

WHEREAS, the not-to-exceed fee in Exhibit I, Section 1, Item 1.1 the agreement to \$2,621,672.57; and,

WHEREAS, the “*Compensation Cap*” in Exhibit I, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$2,621,672.57; 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 fee in Exhibit 1, Section 1, Item 1.1 is hereby increased from \$2,621,672.57 to \$2,735,808.75.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$2,621,672.57 to \$2,747,222.37.

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

Project Name: US 183 (Riva Ridge Dr. to SH 29)

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

ENGINEER:

Dannenbaum Engineering Company -
Austin, LLC

By:

Signature

Thomas C. Arndt, P.E.

Printed Name _____

President

Title

1-28-2010

Date _____

COUNTY:

Williamson County, Texas

By:

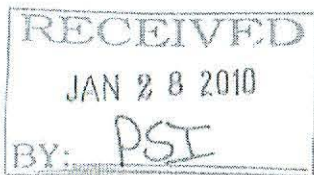
Signature

Printed Name

Title

Date _____

OK
my 1/20/2010



Project Name: US 183 (Riva Ridge Dr. to SH 29)

ATTACHMENT A

WORK AUTHORIZATION NO. 5

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Dannenbaum Engineering Company - Austin, LLC (the "Engineer").

Part 1. The *Engineer* will provide the following engineering services:

See Exhibit B.

Construction Phase Service

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$114,136.18.

Part 3. Payment to the *Engineer* 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 December 31, 2012, unless extended by a Supplemental Work Authorization.

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

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

ENGINEER:

Dannenbaum Engineering Company -
Austin, LLC

By: *Thomas C. Arndt*

Signature

Thomas C. Arndt, P.E.

Printed Name

President

Title

1-28-2010

Date

COUNTY:

Williamson County, Texas

By: *Dan A. Gattis*

Signature

Dan A. Gattis

Printed Name

County Judge

Title

Date

OK
1/28/2010

Project Name: US 183 (Riva Ridge Dr. to SH 29)

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT A

WORK AUTHORIZATION NO. 5

SERVICES TO BE PROVIDED BY COUNTY

**US 183
WILLIAMSON COUNTY, TEXAS**

Riva Ridge Drive to SH 29
Length: 3.70 miles

PROJECT STATEMENT

This PROJECT is a TxDOT project being developed by Williamson County as a Pass-Through Toll project. The project will be constructed according to the 2004 TxDOT Standards and Specifications and Federal Highway Administration guidelines, and shall be subject to the terms of the Master Agreement between Williamson County and TxDOT.

DESCRIPTION

In August 2009, Williamson County awarded Dan Williams Company the construction contract for the US 183 project from Riva Ridge Drive to SH 29. The County has requested Dannenbaum Engineering Company – Austin, LLC (Dannenbaum) team to provide a proposal for Construction Phase Services pertaining to this project.

Existing Facility

The existing facility is a rural four-lane roadway from US 183 from Riva Ridge Drive to SH 29.

Proposed Facility

The proposed facility is two two-lane frontage roads divided by 256 foot Future Transportation Corridor from Riva Ridge Drive to SH 29. Construction includes traffic control, grading, bridges, drainage structures, retaining walls, water quality ponds, erosion & sedimentation control, traffic signals, utilities, signing and pavement markings.

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, the COUNTY shall provide the following, as available:

1. The COUNTY shall relay pertinent Requests for Information (RFI), Submittals, Shop Drawings, Change Orders, or questions/inquiries within two (2) days of receiving them from the contractor in order for Dannenbaum to provide a timely response.

EXHIBIT B

WORK AUTHORIZATION NO. 5

SERVICES TO BE PROVIDED BY ENGINEER

US 183

WILLIAMSON COUNTY, TEXAS

Riva Ridge Drive to SH 29

Length: 3.70 miles

PROJECT STATEMENT

This PROJECT is a TxDOT project being developed by Williamson County as a Pass-Through Toll project. The project will be constructed according to the 2004 TxDOT Standards and Specifications and Federal Highway Administration guidelines, and shall be subject to the terms of the Master Agreement between Williamson County and TxDOT.

I. DESCRIPTION

In August 2009, Williamson County awarded Dan Williams Company the construction contract for the US 183 project from Riva Ridge Drive to SH 29. The County has requested Dannenbaum Engineering Company – Austin, LLC (Dannenbaum) team to provide a proposal for Construction Phase Services pertaining to this project. The following is a more detailed description of the specific scope.

II. GENERAL

1. Dannenbaum understands that the County has hired HDR, Inc. for construction inspection and those submittals, requests for information (RFI), and change orders not addressed by HDR, Inc. will be forwarded to Dannenbaum.
2. The Construction Phase Services will commence with the Notice-to-Proceed from the County and terminate three (3) years from the date of execution. Additional services beyond the expiration of this supplemental shall require an additional supplemental agreement.
3. Construction Phase Services shall include coordination, submittal reviews, responses to request for information and change orders.
4. During construction, it is anticipated that site visits will be necessary to coordinate the submittal reviews, RFI's, and change orders.
5. This scope of services is based upon a calendar Thirty Six (36) month construction period.

III. CONSTRUCTION PHASE SERVICES

1. The ENGINEER shall coordinate with G.E.C., TxDOT, Williamson County, HDR, Contractor, and sub-consultant. Coordination will include all correspondence, telephone conversations, faxes, and meetings.
2. Prepare and submit monthly invoices.
3. Attend project site visits and meetings. A maximum of twelve (12) project site visits and meetings are estimated at four (4) hours each. If the ENGINEER determines that additional project site visits are required to competently address remaining submittals, RFI's, Shop Drawings, field problems and resolutions, or to attend additional progress meetings, the Engineer shall submit a supplemental agreement for approval.
4. Review twelve (12) Administrative Submittals.
5. Review twelve (12) Technical Submittals.
6. Review twenty (20) sets of Shop Drawings.
7. Provide a response to owner for each Request for Information (RFI's). An estimated total of thirty (30) RFI's.
8. Provide a response and design as needed for a Request for Information for any matter that becomes a change order. An estimated total of three (3) change orders. The County will not be billed for change orders resulting from Engineering errors and omissions.
9. Resolve field problems and provide input. An estimated total of Twelve (12) field problem resolutions.

IV. EXCLUDED SERVICES

1. Attending weekly project meetings.
2. Record Drawings.

V. ESTIMATED FEES

Exhibit D identifies the proposed man-hours and maximum cost development of the project. Dannenbaum will provide the services described above on a Time and Material basis. Services beyond those detailed in the Sections above shall require a supplemental agreement.

WORK AUTHORIZATION NO. 5

EXHIBIT D - FEE SCHEDULE

DANNENBAUM ENGINEERING COMPANY - Austin, LLC

PROJECT SCOPE: Construction Phase Services

EXHIBIT D / FEE ESTIMATE

US 183

Construction Phase Services

DATE: 28-Jan-09

TASK AND DESCRIPTION	ESTIMATED PLAN SHEET REQUIREMENTS		PROJECT MANAGER	QA/QC ENGINEER	SENIOR STRUC/ HYDR ENGR	CHIEF ENGINEER	SENIOR ENGINEER	DESIGN ENGINEER	GRADUATE ENGINEER	SENIOR DESIGN TECHNICIAN	CADD TECHNICIAN	CLERICAL	TOTAL	HR/SHT
	QNTY	SCALE												
I CONSTRUCTION PHASE SERVICES (FC)														
1 Coordination with Owner	n/a	n/a	8.0				16.0						24.0	
2 Coordination with Sub	n/a	n/a					16.0						16.0	
3 Coordination with HDR	n/a	n/a			16.0		40.0						56.0	
4 Invoice Preparation	n/a	n/a					36.0						36.0	
5 Project Management	n/a	n/a	48.0				24.0						72.0	
6 Project Site Visits and Meetings (12)	n/a	n/a	12.0		12.0		24.0					6.0	54.0	
7 Submittal Reviews (44)														
a) Administrative Submittals (12)	n/a	n/a	6.0		6.0		18.0	6.0					36.0	
b) Technical Submittals (12)	n/a	n/a	6.0		12.0		24.0	12.0					54.0	
c) Shop Drawings (20)	n/a	n/a	10.0		20.0		70.0	40.0					140.0	
8 Respond to RFI's (30)	40		15.0		15.0		45.0	15.0				15.0	105.0	2.6
9 Field Problem Resolutions (12)	n/a	n/a			6.0		12.0	12.0				6.0	36.0	
10 Change Orders (3)	60	n/a			6.0		36.0	6.0			12.0	3.0	63.0	1.1
TOTAL CONSTRUCTION PHASE SERVICES (FC)	100		105.0	0.0	93.0	0.0	361.0	91.0	0.0	0.0	12.0	30.0	692.0	
D. TOTAL PROJECT HOURS	100		105.0	0.0	93.0	0.0	361.0	91.0	0.0	0.0	12.0	30.0	692.0	

WORK AUTHORIZATION NO. 5
EXHIBIT D - FEE SCHEDULE
DANNENBAUM ENGINEERING COMPANY - Austin, LLC
PROJECT SCOPE: Construction Phase Services

EXHIBIT D / FEE ESTIMATE

US 183
Construction Phase Services

DATE: 28-Jan-09

TASK AND DESCRIPTION		PROJECT MANAGER \$56.00	QA/QC ENGINEER \$58.00	SENIOR HYDR ENGR \$58.00	CHIEF ENGINEER \$56.00	SR/PROJ ENGINEER \$50.00	DESIGN ENGINEER \$36.00	GRADUATE ENGINEER \$32.00	SENIOR DGN TECHNICIAN \$33.50	CADD TECHNICIAN \$26.00	CLERICAL \$18.00	TOTALS								
	HOURLY RATE																			
I. CONSTRUCTION PHASE SERVICES (FC)	TOTAL HOURS	105.0		93.0		361.0	91.0			12.0	30.0	692.0								
	FIXED FEE	\$ 1,711.02	\$ -	\$ 1,569.60	\$ -	\$ 5,252.37	\$ 953.28	\$ -	\$ -	\$ 90.79	\$ 157.14	\$ 9,734.20								
	DIRECT SALARY COST	\$ 17,110.21	\$ -	\$ 15,696.00	\$ -	\$ 52,523.70	\$ 9,532.83	\$ -	\$ -	\$ 907.89	\$ 1,571.35	\$ 97,341.98								
	COST INCLUDING OVERHEAD AND PROFIT	\$ 18,821.23	\$ -	\$ 17,265.60	\$ -	\$ 57,776.07	\$ 10,486.11	\$ -	\$ -	\$ 998.68	\$ 1,728.49	\$ 107,076.18								
II. TOTAL PROJECT HOURS	TOTAL HOURS	105.0		93.0		361.0	91.0			12.0	30.0	692.0								
	FIXED FEE	\$ 1,711.02	\$ -	\$ 1,569.60	\$ -	\$ 5,252.37	\$ 953.28	\$ -	\$ -	\$ 90.79	\$ 157.14	\$ 9,734.20								
	DIRECT SALARY COST	\$ 17,110.21	\$ -	\$ 15,696.00	\$ -	\$ 52,523.70	\$ 9,532.83	\$ -	\$ -	\$ 907.89	\$ 1,571.35	\$ 97,341.98								
	COST INCLUDING OVERHEAD AND PROFIT	\$ 18,821.23	\$ -	\$ 17,265.60	\$ -	\$ 57,776.07	\$ 10,486.11	\$ -	\$ -	\$ 998.68	\$ 1,728.49	\$ 107,076.18								
Percent of Total Cost		18%		16%		54%	10%			1%	2%	100%								
OTHER DIRECT COSTS																				
Printing			\$420.00						TOTAL LABOR		\$107,076.18									
Postage/Delivery			\$800.00						OTHER DIRECT COSTS		\$1,780.00									
Misc. Supplies			\$200.00						TOTAL COST		\$108,856.18									
TRAVEL			\$360.00						HDR-WHM		\$5,280.00									
TOTAL OTHER DIRECT COSTS			\$1,780.00						TOTAL SUBS		\$5,280.00									
TOTAL CONTRACT COST											\$114,136.18									

EXHIBIT D / FEE ESTIMATE

WORK AUTHORIZATION NO. 5
EXHIBIT D - FEE SCHEDULE
DANNENBAUM ENGINEERING COMPANY - Austin, LLC
PROJECT SCOPE: Construction Phase Services

US 183
Construction Phase Services

DATE: 28-Jan-09

DIRECT REIMBURSABLE EXPENSES

Reproduction (Mylars Prints, & Xerox)

Submittal	No. of Shts. per pkg.	24 x 36		11 x 17		11 x 17	8 1/2 x 11	36 " x 4 ft Rolls *	
		Plots	Prints	Plots	Prints	Color Copies	Copies	Color	Black
1. Work sheets				1,000	500				
2. Final Draw				100	500				
3. Reports						10	1000		
Totals				1,000	1,000	10	1,000		

Costs:	Color Rolls - 36 "x 4 ft Rolls * @ \$3.00 / SF		each	x	\$36.00			
	Mylars - 11 x 17	100	each	x	\$1.00			\$100.00
	B&W Copies - 11 x 17	2,000	Sheets	x	\$0.12	=		\$240.00
	Color Copies - 11 x 17	10	Sheets	x	\$2.00	=		\$20.00
	Copies - 8 1/2 x 11	1,000	Sheets	x	\$0.06	=		\$60.00

SUBTOTAL \$420.00

Preliminary Engineering Report	each	x	\$25.00		
Drainage Report	each	x	\$25.00		
Project Manual	each	x	\$50.00		

SUBTOTAL PRINTING \$420.00

Travel

To Agencies

(Per Diem)	trips x	1	People	x	\$30.00	days/trip x	1	
(Com)	trips x	1	People	x	\$300.00	per/trip =		
(POV)	trips x	50	Miles	x	\$0.550	per mile =		
(Rental)	trips x	1	days/trip	x	\$70.00	daily rate =		

To Project Site

(Per Diem)	trips x	1	People	x	\$110.00	days/trip x	2	
(Com)	trips x	1	People	x	\$300.00	per/trip =		
(POV)	12 trips x	60	Miles	x	\$0.500	per mile =		\$360.00
(Rental)	trips x	1	days/trip	x	\$70.00	daily rate =		

SUBTOTAL \$360.00

Shipping	80 packages	x	\$10.00 /Pkg.	=	\$800.00
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Misc Supplies \$200.00

TOTAL EXPENSES \$1,780.00

**SERVICES TO BE PROVIDED BY ENGINEER
HDR Engineering, Inc.**

**US 183 and SH 29
WILLIAMSON COUNTY, TEXAS**

PROJECT STATEMENT

This PROJECT is a TxDOT project being developed by Williamson County as a Pass-Through Toll project. The project will be designed according to the 2004 TxDOT Standards and Specifications and Federal Highway Administration guidelines, and shall be subject to the terms of the Master Agreement between Williamson County and TxDOT.

This document describes the portions of the complete Exhibit B that HDR Engineering, Inc. will complete.

I. CONSTRUCTION PHASE SERVICES

The scope of services for this phase assumes that the OWNER will adhere to the construction phase sequences (3 phases) as stated in the latest submission of the signal design plans. The budget suggested herein will be adjusted if necessary if the construction phase sequence is changed.

1. Attend pre-construction meeting. One (1) meeting has been assumed for budget purposes. This task will be completed for a fee of \$532.
 $3 \times \$170$ (Project Manager) + 44 miles \times \$0.50 = \$532
2. Review shop drawing submittals from contractor. This task will be completed for a fee of \$1,940.
 $8 \times \$170$ (Project Manager) + 4 \times \$95 (Graduate Engineer) + \$200 (General Expenses) = \$1,940
3. Conduct site visits at the Intersection during each of the three signal installation phases. Four (4) visits have been assumed for the budget purpose. This task will be completed for a fee of \$2,808.
 $16 \times \$170$ (Project Manager) + 44 miles \times 4 trips \times \$0.50 = \$2,808

Tasks listed above will be completed on an hourly not to exceed basis for an estimate of \$5,280.

II. DELIVERABLES

Deliverable Requirements:

1. All contract documents, including hard copies and electronic files, shall be turned over to the OWNER at the completion of the project. Contract documents shall be posted to the OWNER'S Internet project management database (if utilized) as requested.
2. Plans shall be developed to half-scale, 11"x17" unless otherwise determined necessary.