

Project Name: BUS 79 Improvements –  
From West Loop 397/US79 to US 95 (Main Street)

**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 Half Associates, Inc. *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on October 31, 2006;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 as amended by Supplemental #2 limits the agreement to \$2,217,272.98; and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 as amended by Supplemental #2 limits the maximum amount payable under the agreement to \$2,329,000.00; 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 fee in Exhibit 1, Section 1, Item 1.1 is hereby increased from \$2,217,272.98 to \$2,354,957.98.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$2,329,000.00 to \$2,380,000.00.

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

Project Name: BUS 79 Improvements –  
From West Loop 397/US79 to US 95 (Main Street)

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

**ENGINEER:**

By: Michael A. Moya  
Signature

Michael A. Moya  
Printed Name

Vice-President  
Title

12/8/2010  
Date

**COUNTY:**

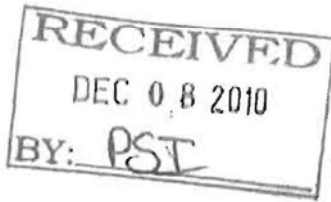
By: [Signature]  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

1-5-2011  
Date

OK  
M



Project Name: 2nd Street (BUS 79) Roadway Improvements- Constr. Phase Services

## ATTACHMENT A

### WORK AUTHORIZATION NO. 8

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 Halff Associates, Inc. (*the "Engineer"*).

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

**CONSTRUCTION PHASE SERVICES** for 2<sup>nd</sup> Street (formerly Business 79) Roadway Improvements – From West Loop 397/US 79 to US 95 (Main Street), in the City of Taylor, Texas.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$52,728.00.

**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.

Project Name: 2nd Street (BUS 79) Roadway Improvements- Constr. Phase Services

**ATTACHMENT A (con't.)**

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

ENGINEER:  
Halff Associates, Inc.

COUNTY:  
Williamson County, Texas

By: Michael A. Moya  
Signature

By: [Signature]  
Signature

Michael A. Moya  
Printed Name

\_\_\_\_\_  
Printed Name

Vice-President  
Title

\_\_\_\_\_  
Title

12/7/2010  
Date

1-5-2011  
Date

**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 *(based on approved rates in PSA Exhibit II executed by  
Commissioners Court action)*

dk  
m

**EXHIBIT A**  
**SERVICES PROVIDED BY THE COUNTY**  
**FOR**  
**CONSTRUCTION PHASE SERVICES FOR THE**  
**2<sup>nd</sup> STREET ROADWAY IMPROVEMENTS PROJECT**  
**IN WILLIAMSON COUNTY**

**Coordination Services by County**

- Provide construction observation and review contractor pay applications and progress.
- Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings and correspondence.
- Review Engineer progress, submittals and plan changes.

**EXHIBIT B**  
**SERVICES PROVIDED BY ENGINEER**  
**FOR**  
**CONSTRUCTION PHASE SERVICES FOR THE**  
**2<sup>nd</sup> STREET ROADWAY IMPROVEMENTS PROJECT**  
**IN WILLIAMSON COUNTY**

The Scope of Services provided by Halff Associates, herein referred to as "Engineer", for Williamson County, herein referred to as "County", involves construction administration services associated with 2<sup>nd</sup> Street (formerly designated as Business 79) Roadway Improvements within the City of Taylor, in Williamson County, Texas.

Project management services for the County will be provided by the County's Program Manager (Prime Strategies, Inc.), or its General Engineering Consultant (GEC) (HNTB Corporation). Engineer will coordinate directly with the GEC regarding construction issues.

This work authorization involves providing construction administration services associated with construction 2<sup>nd</sup> Street Roadway Improvements within the City of Taylor. The scope includes sub-consultant effort as described in the attached proposal from Alliance Transportation Group, Inc. dated September 17, 2010 and is comprised of the following items:

**I. PROJECT MANAGEMENT:**

The Engineer shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the COUNTY and/or its representatives.

**1. MONTHLY PROGRESS REPORTS, INVOICES AND BILLINGS**

The Engineer will submit monthly, invoice (including sub-consultant invoices) and progress status report to the Program Manager. Progress reports will include: tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and/or its representatives. A copy of the monthly progress report will be submitted to the GEC.

**2. PROJECT COORDINATION/ADMINISTRATION.**

- a. Correspondence/coordination will be handled through & with concurrence of the GEC.
- b. Administration: The Engineer will manage Project activities (including documenting emails and phone and conference calls, maintain project files for the length of the



project, and schedule meetings), direct Engineer's team/staff, correspond with the County, and assist the County in preparing responses to Project-related inquiries.

- c. The Engineer will provide one (1) set of plans (unbound) and five (5) Project Construction Manuals (PCMs) (4 bound and 1 unbound). The Engineer will also post computer files and project information on the County web-based file transfer system at milestone plan submissions and at the request of the County and/or representatives.

3. **SUBCONSULTANT MANAGEMENT and ADMINISTRATION:**

The Engineer will engage subconsultant via contract and manage subconsultant activities, and review and recommend payment of subconsultant invoices.

**II. PUBLIC INVOLVEMENT:**

1. **ATTEND ONE (1) PROJECT OPEN HOUSE:**

Engineer will print schematic and attend one (1) public open house in the City of Taylor to present the schematic drawings and answer questions about the project.

**III. WATER AND WASTEWATER CONSTRUCTION PHASE SERVICES:**

The Engineer will provide the following construction phase services:

1. **RESPOND TO REQUESTS FOR INFORMATION (RFI's) (12 BUDGETED):**

Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the GEC as required.

2. **REVIEW CONTRACTOR SUBMITTALS & SHOP DRAWINGS (8 BUDGETED):**

Review Contractor submittals and shop drawings received from GEC. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor.

3. **PLAN REVISIONS FOR FIELD CHANGES (12 SHEETS BUDGETED):**

Engineer will provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions of changes, and will be sealed by a professional engineer.

4. **ATTEND FIELD MEETINGS, AS NEEDED (10 BUDGETED):**

Engineer will attend meetings at the project site as requested (estimated 3 hrs/trip).

5. **PROVIDE RECORD DRAWINGS:**

Engineer will provide one (1) full set of record drawings to the GEC on 11"x17" bond paper. Drawings will be based upon information supplied by the Contractor.

**IV. ROADWAY CONSTRUCTION PHASE SERVICES**

The Engineer will provide the following construction phase services:

1. **RESPOND TO REQUESTS FOR INFORMATION (RFI's) (20 BUDGETED):**

Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the GEC as required.

**2. REVIEW CONTRACTOR SUBMITTALS & SHOP DRAWINGS (8 BUDGETED):**

Review Contractor submittals and shop drawings received from GEC. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor. This also includes review by sub-consultants (Alliance Transportation Group Inc.) for traffic signal related items.

**3. PLAN REVISIONS FOR FIELD CHANGES (12 SHEETS BUDGETED):**

Engineer will provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions of changes, and will be sealed by a professional engineer.

**4. ATTEND FIELD MEETINGS, AS REQUESTED (10 BUDGETED):**

Engineer will attend meetings at the project site as requested (estimated 3 hrs/trip).

**5. SHOP DRAWING REVIEW FOR TRAFFIC SIGNAL:**

Review Contractor submittals and shop drawings of traffic signal related items received from GEC. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor. This review will be coordinated by the Engineer and performed by the sub-consultant responsible for design of the traffic signal (Alliance Transportation Group Inc.).

**6. TDLR REVIEW & REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION:**

Engineer will coordinate with the RAS reviewer to register the project with the Texas Department of Licensing and Regulation (TDLR), submit plans for review, and coordinate final project inspection and verification by RAS.

This scope is limited to the specific items and budget allotted for each item. If the requests from County exceed the budget estimated, a contract amendment will be prepared to complete the work requested. The following items are specifically excluded from this scope of services:

1. Preparing and submitting the notice of intent (NOI) or SW3P to TCEQ.
2. Providing construction inspection, construction staking or materials testing.
3. Analyzing or simulating water supply pipe networks.
4. Providing "full size" plots/prints of construction plans.
5. Researching private drainage systems and incorporating same into the proposed design.
6. Reviewing, evaluating, and designing alternate designs.
7. Designing detention ponds, pump stations, or pavement sub-grade drainage systems.
8. Coordinating with FEMA. Preparing LOMR/CLOMR.
9. Designing or coordinating with franchised utility companies for adjustments.
10. Confirming and resetting project control monumentation if disturbed by others (i.e. utility companies, mowing operations, etc.).
11. Providing right-of-way acquisition services (i.e. property valuations, damages assessments, condemnation services, negotiations, serving as right-of-way agent, etc.).
12. Design of improvements/modifications to private facilities (i.e. sprinkler systems, security systems, lighting, landscaping, parking facilities, perimeter fences, etc.)



**EXHIBIT C**  
**SCHEDULE OF SERVICES PROVIDED BY ENGINEER**  
**FOR**  
**CONSTRUCTION PHASE SERVICES FOR THE**  
**2<sup>nd</sup> STREET ROADWAY IMPROVEMENTS PROJECT**  
**IN WILLIAMSON COUNTY**

The schedule for construction administration related to 2<sup>nd</sup> Street Roadway Improvements in Taylor will adhere to the construction schedule established with the Contractor. Construction administration services will be provided in the 530 calendar day duration that begins as follow:

Construction Letting Date:	October 26, 2010
Construction Notice to Proceed:	January, 4 2011
Construction Duration:	530 Calendar Days

**EXHIBIT D**

**FEE SCHEDULE OF SERVICES PROVIDED BY ENGINEER**

**FOR**

**CONSTRUCTION PHASE SERVICES FOR THE**

**2<sup>nd</sup> STREET ROADWAY IMPROVEMENTS PROJECT**

**IN WILLIAMSON COUNTY**

EXHIBIT D - BUS 78 ROADWAY CONSTRUCTION SERVICES

EXHIBIT D - FEE SCHEDULE																		
TASK DESCRIPTION	PRINCIPAL	PM	SA	PE	ELT.	ENV SCIENTIST PM	ENV SCIENTIST SM	CAD/ GRI/ VISITORS	SURVEY MANAGER	SURVEY TECH	SURVEY/ BUE CORN	CLERICAL /ADMIN CORN	TOTAL LAB WORK HOURS	LABOR CHARGES	PRINTING, PLOTTING	TRAVEL, TRAVEL & MEALS	TOTAL COST FOR TASK (EXCL. MEALS)	
PROJECT MANAGEMENT																		
1. MONTHLY PROGRESS REPORT, INVOICES AND BALANCE			18									18	36	\$5,028	\$10			\$5,038
2. COORDINATION & ADMINISTRATION	9												9	\$1,620	\$110	\$425	\$2,155	
3. SUBCONSULTANT MANAGEMENT AND ADMINISTRATION	2												2	\$360			\$360	
SUBTOTAL HOURS/COSTS																		
	11	18										18	47	\$5,908	\$120	\$425	\$6,453	
PUBLIC INVOLVEMENT																		
1. INITIAL ONE (1) PROJECT OPEN HOUSE	3							2					5	\$874	\$20	\$28	\$922	
SUBTOTAL HOURS/COSTS																		
	3							2					5	\$874	\$20	\$28	\$922	
WATER AND WASTE REUSE CONSTRUCTION PHASE SERVICES																		
1. RESPONSE TO REQUESTS FOR INFORMATION (RFI) REQUESTS		6	12	24								12	64	\$5,130			\$5,130	
2. REVIEW CONTRACTOR SUBMITTALS (S) REQUESTS		4	16										20	\$2,608			\$2,608	
3. PLAN REVISIONS FOR FIELD CHANGES (C) REQUESTS		6	12	24				12					64	\$5,202	\$12		\$5,214	
4. ATTEND FIELD MEETINGS, AS REQUESTED (S) REQUESTS		10	20					8					30	\$3,810			\$3,810	
5. RECORD DRAWINGS			4										12	\$1,028	\$110		\$1,138	
SUBTOTAL HOURS/COSTS																		
	28	64	48					20				12	170	\$17,878	\$122	\$400	\$18,399	
ROADWAY CONSTRUCTION PHASE SERVICES																		
1. RESPONSE TO REQUESTS FOR INFORMATION (RFI) REQUESTS		10	20	40								20	90	\$8,850			\$8,850	
2. REVIEW CONTRACTOR SUBMITTALS (S) REQUESTS		4	16										20	\$2,608			\$2,608	
3. PLAN REVISIONS FOR FIELD CHANGES (C) REQUESTS		6	12	24				12					64	\$5,202	\$12		\$5,214	
4. ATTEND FIELD MEETINGS, AS REQUESTED (S) REQUESTS		10	20										30	\$3,810			\$3,810	
5. SHOP DRAWINGS REVIEW FOR TRAFFIC SIGNAL			2									2	8	\$960			\$960	
6. COORDINATE TOURS, MEETINGS AND INSPECTIONS			6									2	8	\$960			\$960	
SUBTOTAL HOURS/COSTS																		
	30	76	64					12				22	204	\$21,178	\$12	\$600	\$22,389	
PUBLIC RELATIONS																		
1. PROJECT MANAGEMENT			18									18	47	\$5,608	\$120	\$425	\$6,153	
2. PUBLIC INVOLVEMENT								2					6	\$874	\$20	\$28	\$922	
3. WATER AND WASTE REUSE CONSTRUCTION PHASE SERVICES		20	64	48				20					170	\$17,878	\$122	\$400	\$18,399	
4. ROADWAY CONSTRUCTION PHASE SERVICES		30	76	64				12					204	\$21,178	\$12	\$600	\$22,389	
SUBTOTAL HOURS																		
	14	74	140	112				34				62	425	\$45,058	\$274	\$1,483	\$46,815	
CONTRACT RATES (2)																		
	\$217.00	\$180.00	\$135.00	\$125.00	\$85.00	\$82.00	\$82.00	\$67.00	\$158.00	\$70.00	\$129.28	\$61.00						
BASE SALARIES & BENEFITS TOTAL																		
	\$2,520	\$9,960	\$17,220	\$9,858				\$2,278			\$3,172			\$45,058	\$274	\$1,483	\$46,815	
TOTAL BY CATEGORY																		
		6%	22%	38%	22%			6%			7%		100%	\$45,058	\$274	\$1,483	\$46,815	
TOTAL FEE																		
														\$45,058	\$274	\$1,483	\$52,728	
DIRECT EXPENSE ITEMS																		
11" X 17" PLOTS	QTY	UNIT	TOTAL															
Project Construction Manuals	5	\$85	\$425															
Deliverables (Rate varies, \$15/hr estimated)	32	\$11.00	\$352															
Management fee (estimated using 2010 rate of \$0.50/min)	1176	\$0.50	\$588															
TOLU fee / RAS inspection	1	\$2,825	\$2,825															
Traffic signal sub-consultant (Alliant)	1	\$3,000	\$3,000															
TOTAL																		



## **EXHIBIT "A"**

### **SCOPE OF WORK TRAFFIC ENGINEERING SERVICES Second Street, Taylor, Texas**

#### **PROJECT PARAMETERS**

The following assumptions pertain to the provision of Basic Services:

- A. The PROJECT will consist of the following activities, as requested by the CLIENT:
  - Task 1.0 Construction Phase Services
- B. CLIENT will review approved plans and provide recommendations in a timely manner.
- C. PROJECT is located along Second Street in Taylor, Texas.

#### **TASK 1.0 Construction Phase Services**

- 1.1 Review of shop drawings.
- 1.2 Respond to / resolve questions from the contractor.
- 1.3 Coordination with Williamson County and/or The City of Taylor as needed.

## EXHIBIT "B"

### COMPENSATION

#### 1.1 FEE/COMPENSATION FOR SERVICES AND REIMBURSABLE EXPENSES

Direct Labor: A retainer fee is not required prior to the commencement of work on this project. A summary of the hourly project budget is provided below:

<u>Task Number</u>	<u>Description</u>	<u>Budget</u>
<u>Task 1.0</u>	Construction Based Services	\$ 2,900.00
Sub-Total		\$ 2,900.00
Reimbursables		\$ 100.00
Total		\$ 3,000.00

Reimbursable Items: All supplies, printing, maps, facsimile transmissions and reproduction would be charged at cost; all travel would be reimbursable at the allowable IRS rate per mile or at cost for other forms of travel.

#### 1.2 TIMES OF PAYMENT

- 1.2.1 ENGINEER will submit monthly invoices for work performed under the terms of this agreement. Invoices are due and payable within 20 days receipt of invoice.



**EXHIBIT "C"****SERVICES BY THE CLIENT**

- 1.1 In general, the CLIENT and its representatives to their best of their efforts will render services as follows:
  - 1.1.1 Provide full information as to the CLIENT's requirements for the PROJECT.
  - 1.1.2 Assist the ENGINEER by placing at his disposal all available written data pertinent to previous operation, reports and any other data affecting the PROJECT.
  - 1.1.3 Respond promptly in writing to requests by the ENGINEER for authorization to proceed with specific activities deemed desirable.
  - 1.1.4 Examine documents submitted by the ENGINEER and render decisions pertaining thereto, promptly, to avoid unreasonable delay in the progress of the ENGINEER's services.
  - 1.1.5 Furnish information required of him as expeditiously as necessary for the orderly progress of the work.
- 1.2 The ENGINEER shall be entitled to rely upon the CLIENT's representative, who shall be identified in writing, regarding decisions to be made by CLIENT; further, all notices or information shall be deemed made when conveyed to the representative.
- 1.3 The services, information, and reports required by Paragraph 1.1 (above) 1.1.1 through 1.1.5 inclusive shall be furnished at the CLIENT's expense, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof.